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As filed with the Securities and Exchange Commission on January 14, 2019

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ELDORADO RESORTS, INC.*

(Exact name of registrant as specified in its charter)

*And Additional Guarantor Subsidiary Registrants
(see Table of Additional Registrants below)

NEVADA	7011	46-3657681
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

100 West Liberty Street, Suite 1150, Reno, Nevada 89501
(775) 328-0100
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Thomas R. Reeg
Chief Executive Officer
Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150, Reno, Nevada 89501
(775) 328-0100
(Name, address, including zip code, and telephone number, including area code, of agent for service)

WITH COPIES TO:

Deborah Conrad
Milbank, Tweed, Hadley & McCloy LLP
2029 Century Park East, 33rd Floor
Los Angeles, Ca 90067
(424) 386-4671

Approximate date of commencement of proposed sale of the securities to the public:

As soon as practicable after this registration statement becomes effective.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
6% Senior Notes due 2026	$600,000,000	100%	$600,000,000	$72,720.00
Guarantees of the 6% Senior Notes due 2026	$600,000,000	100%	$600,000,000	(2)

(1) Estimated solely for purposes of calculating the amount of the registration fee in accordance with Rule 457(a) under the Securities Act of 1933, as amended.
(2) No additional registration fee is due for guarantees pursuant to Rule 457(n) under the Securities Act of 1933, as amended.

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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TABLE OF ADDITIONAL REGISTRANTS

EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER*	STATE OF ORGANIZATION	PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NUMBERS	I.R.S. EMPLOYER IDENTIFICATION NUMBER
Eldorado Holdco LLC	Nevada	7011	26-2653358
Eldorado Resorts LLC	Nevada	7011	88-0115550
Eldorado Shreveport #1, LLC	Nevada	7011	20-1644698
Eldorado Shreveport #2, LLC	Nevada	7011	20-1644729
CCR Newco, LLC	Nevada	7011	81-0750950
Circus and Eldorado Joint Venture, LLC	Nevada	7011	88-0310787
CC-Reno LLC	Nevada	7011	61-1766202
Eldorado Limited Liability Company	Nevada	7011	88-0336183
IOC—Boonville, Inc.	Nevada	7011	88-0303425
Tropicana Laughlin, LLC	Nevada	7011	36-4682357
Columbia Properties Tahoe, LLC	Nevada	7011	27-0540038
TropWorld Games LLC	Nevada	7011	27-0540158
New Jazz Enterprises, L.L.C.	Nevada	7011	27-0540038
MB Development, LLC	Nevada	7011	27-0540038
Mountaineer Park, Inc.	West Virginia	7011	55-0672058
Presque Isle Downs, Inc.	Pennsylvania	7011	25-1887748
Scioto Downs, Inc.	Ohio	7011	31-4440550
Black Hawk Holdings, L.L.C.	Colorado	7011	26-1809618
IC Holdings Colorado, Inc.	Colorado	7011	41-2068984
CCSC/Blackhawk, Inc.	Colorado	7011	84-1602683
Isle of Capri Black Hawk, L.L.C.	Colorado	7011	84-1422931
IOC—Black Hawk Distribution Company, LLC	Colorado	7011	95-4896277
Eldorado Casino Shreveport Joint Venture	Louisiana	7011	72-1225563
IOC Holdings, L.L.C.	Louisiana	7011	64-0934982
St. Charles Gaming Company, L.L.C.	Louisiana	7011	72-1235262
Catfish Queen Partnership in Commendam	Louisiana	7011	80-0667631
Centroplex Centre Convention Hotel, L.L.C.	Louisiana	7011	27-0540038
IOC Black Hawk County, Inc.	Iowa	7011	83-0380482
Isle of Capri Bettendorf, L.C.	Iowa	7011	62-1810319
PPI, Inc.	Florida	7011	65-0585198
Pompano Park Holdings, L.L.C.	Florida	7011	64-0924443
IOC—Lula, Inc.	Mississippi	7011	88-0301634
Rainbow Casino-Vicksburg Partnership, L.P.	Mississippi	7011	64-0844165
Lighthouse Point, LLC	Mississippi	7011	27-0540038
IOC-Kansas City, Inc.	Missouri	7011	64-0921931
IOC-Caruthersville, LLC	Missouri	7011	36-4335059
IOC-Cape Girardeau, LLC	Missouri	7011	27-3047637
Tropicana Entertainment, Inc.	Delaware	7011	27-0540158
MTR Gaming Group, Inc.	Delaware	7011	84-1103135
Isle of Capri Casinos LLC	Delaware	7011	46-3657681
IOC-Vicksburg, Inc.	Delaware	7011	27-2281521
IOC-Vicksburg, L.L.C.	Delaware	7011	27-2281675
PPI Development Holdings LLC	Delaware	7011	65-0585198
PPI Development LLC	Delaware	7011	65-0585198
Elgin Holdings I LLC	Delaware	7011	35-2622303
Elgin Holdings II LLC	Delaware	7011	32-0561123
Tropicana St. Louis LLC	Delaware	7011	46-4948263
TEI Management Services LLC	Delaware	7011	27-0540158

EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER*	STATE OF ORGANIZATION	PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NUMBERS	I.R.S. EMPLOYER IDENTIFICATION NUMBER
TLH LLC	Delaware	7011	27-0540158
TEI R7 Investment LLC	Delaware	7011	27-0540158
TEI (ST. LOUIS RE), LLC	Delaware	7011	46-4948263
TEI (STLH), LLC	Delaware	7011	46-4948263
TEI (ES), LLC	Delaware	7011	46-4948263
New Tropicana OpCo, Inc.	Delaware	7011	27-0540038
New Tropicana Holdings, Inc.	Delaware	7011	27-0540100
Tropicana St. Louis RE LLC	Delaware	7011	83-1843258
Elgin Riverboat Resort—Riverboat Casino	Illinois	7011	36-3918332
Tropicana Atlantic City Corp.	New Jersey	7011	27-1472063
Aztar Indiana Gaming Company, LLC	Indiana	7011	38-3826447
Aztar Riverboat Holding Company, LLC	Indiana	7011	38-3826447

* Each additional registrant is a wholly-owned direct or indirect subsidiary of Eldorado Resorts, Inc. The notes are fully and unconditionally guaranteed by the additional registrants on a joint and several basis, subject to customary release provisions. See “Description of the Exchange Notes —Note Guarantees” for a summary of the circumstances under which a note guarantee may be released. The address, including zip code, and telephone number, including area code, of each registrant’s principal executive offices is c/o Eldorado Resorts, Inc., 100 West Liberty Street, Suite 1150, Reno, Nevada, telephone (775) 328-0100. The name, address, and telephone number of the agent for service for each additional registrant is Thomas R. Reeg, Eldorado Resorts, Inc., 100 West Liberty Street, Suite 1150, Reno, Nevada, telephone (775) 328-0100.

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The information in this prospectus is not complete and may be changed. We may not sell the securities described herein until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell the securities described herein and it is not soliciting any offers to buy such securities in any state where the offer or sale thereof is not permitted.

SUBJECT TO COMPLETION, DATED January 14, 2019

PROSPECTUS

Eldorado Resorts, Inc.

OFFER TO EXCHANGE ANY AND ALL OUTSTANDING

6% SENIOR NOTES DUE 2026 (THE "EXISTING NOTES")

($600,000,000 IN AGGREGATE PRINCIPAL AMOUNT OUTSTANDING)

FOR

6% SENIOR NOTES DUE 2026 (THE "EXCHANGE NOTES") AND

GUARANTEES OF THE EXCHANGE NOTES BY THE GUARANTORS NAMED HEREIN

Eldorado Resorts, Inc., a Nevada corporation (together with its consolidated subsidiaries, "ERI", "Company", "us", "we", or "our"), hereby offers to exchange all of its currently outstanding 6% Senior Notes due 2026 (the "Existing Notes") tendered in accordance with the procedures described in this prospectus, and not withdrawn, for an equal principal amount of its registered 6% Senior Notes due 2026 (the "Exchange Notes" and along with the Existing Notes, the "Notes"). We are offering to exchange the Existing Notes for the Exchange Notes to satisfy our obligations under the registration rights agreement that we entered into in connection with the sale of the Existing Notes pursuant to Rule 144A and Regulation S under the Securities Act.

The exchange offer will expire at midnight, New York City time, on , 2019, the 20th day following the date of this prospectus, unless extended in our sole and absolute discretion (the "Expiration Date").

Terms of the Exchange Offer

- We are offering to exchange up to $600,000,000 aggregate principal amount of the Exchange Notes for an equal principal amount of the Existing Notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer.
- You may withdraw tendered Existing Notes at any time prior to the expiration of the exchange offer.
- The terms of the Exchange Notes are identical in all material respects (including principal amount, interest rate, maturity and redemption rights) to the Existing Notes for which they may be exchanged, except that the exchange notes generally will not be subject to transfer restrictions or be entitled to registration rights. The Exchange Notes will represent the same debt as the Existing Notes and will be issued under the same indenture under which the Existing Notes were issued, dated as of September 20, 2018, and supplemented as of October 1, 2018, among the Company, the Guarantors and U.S. Bank National Association, as trustee (the "Indenture").
- The Exchange Notes are guaranteed on a senior unsecured basis (each, a "guarantee") by each of our existing and future direct and indirect restricted subsidiaries other than immaterial subsidiaries (the "Guarantors") as described in this prospectus.
- The exchange of Existing Notes for Exchange Notes pursuant to the exchange offer will not be a taxable event for U.S. federal income tax purposes. See the discussion under the caption "Certain U.S. Federal Income Tax Considerations."
- There is no existing market for the Exchange Notes to be issued, and we do not intend to apply for listing or quotation on any securities exchange or market.
- The exchange offer is not conditioned upon a minimum aggregate principal amount of Existing Notes being tendered. The exchange offer, however, is subject to certain conditions including that the exchange offer does not violate applicable laws or any applicable interpretation of the staff of the Securities and Exchange Commission (the "SEC").

You should consider the "Risk Factors" beginning on page 15 of this prospectus before you decide whether to participate in the exchange offer.

Neither the SEC nor any state securities commission has approved or disapproved of the Exchange Notes or the exchange offer or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended, or the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Existing Notes where such Existing Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

The date of this prospectus is , 2019

In making your investment decision, you should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized anyone to provide you with any other information. If you receive any other information, you should not rely on it. This prospectus is current as of the date hereof. You should not assume that the information contained or incorporated by reference in this prospectus is accurate as of any date other than the date of such information.

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FORWARD-LOOKING STATEMENTS

This prospectus, any accompanying prospectus supplement and the documents incorporated by reference herein and therein may contain forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements include statements regarding our strategies, objectives and plans for future development or acquisitions of properties or operations, as well as expectations, future operating results and other information that is not historical information. Terms or phrases such as "anticipates," "believes," "projects," "plans," "intends," "expects," "might," "may," "estimates," "could," "should," "would," "will likely continue," and variations of such words or similar expressions are intended to identify forward-looking statements. Forward-looking statements speak only as of the date they are made, and we assume no duty to update forward-looking statements. Although our expectations, beliefs and projections are expressed in good faith and with what we believe is a reasonable basis, there can be no assurance that these expectations, beliefs and projections will be realized. There are a number of risks and uncertainties that could cause our actual results to differ materially from those expressed in the forward-looking statements which are included elsewhere in this report. Other factors beyond those listed below could also adversely affect us. Such risks, uncertainties and other important factors include, but are not limited to:

- our substantial indebtedness and significant financial commitments could adversely affect our results of operations and our ability to service such obligations;
- restrictions and limitations in agreements governing our debt could significantly affect our ability to operate our business and our liquidity;
- our facilities operate in very competitive environments and we face increasing competition;
- our ability to identify suitable acquisition or other strategic opportunities and realize growth and cost synergies from any future acquisitions or strategic relationships;
- our ability to integrate the operations of Tropicana's properties and Elgin's Grand Victoria Casino in Elgin, Illinois, and realize the benefits of the Tropicana Acquisition (defined below) and our acquisition of Elgin (and together with the Tropicana Acquisition, the "Acquisitions") and any other future acquisitions;
- our operations are particularly sensitive to reductions in discretionary consumer spending and are affected by changes in general economic and market conditions;
- our gaming operations are highly regulated by governmental authorities and the cost of complying or the impact of failing to comply with such regulations;
- changes in gaming taxes and fees in jurisdictions in which we operate;
- risks relating to pending claims or future claims that may be brought against us;
- changes in interest rates and capital and credit markets and the attendant risks on our ability to obtain financing on terms that we find acceptable;
- restrictions on our operations arising as a result of, and our ability to comply with, certain covenants in our debt documents;
- the effect of disruptions to our information technology and other systems and infrastructure;
- construction factors relating to development, maintenance and expansion of operations;
- our ability to attract and retain customers;
- weather or road conditions limiting access to our properties;
- the effect of war, terrorist activity, natural disasters and other catastrophic events;

- the intense competition to attract and retain management and key employees in the gaming industry;
- the impact of online sportsbook, poker and gaming on all existing operations and our ability to participate in such markets through our partnerships with William Hill and other market service providers; and
- the other factors described in or incorporated by reference into "Risk Factors" in this prospectus.

In light of these and other risks, uncertainties and assumptions, the forward-looking events discussed in this prospectus, any accompanying prospectus supplement and the documents incorporated by reference herein might not occur. Forward-looking statements speak only as of the date they are made, even if subsequently made available on our website or otherwise, and we do not intend to update publicly any forward-looking statement to reflect events or circumstances that occur after the date on which the statement is made, except as may be required by law.

You should also be aware that while we from time to time communicate with securities analysts, we do not disclose to them any material non-public information, internal forecasts or other confidential business information. Therefore, you should not assume that we agree with any statement or report issued by any analyst, irrespective of the content of the statement or report. To the extent that reports issued by securities analysts contain projections, forecasts or opinions, those reports are not our responsibility and are not endorsed by us.

For additional contingencies and uncertainties, see "Risk Factors."

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a Registration Statement on Form S-4 under the Securities Act with respect to the Exchange Notes. This prospectus, which forms a part of the Registration Statement, does not contain all of the information set forth in the Registration Statement and the exhibits thereto, certain parts of which are omitted in accordance with the rules and regulations of the SEC. For further information with respect to us and the Exchange Notes, reference is made to the Registration Statement. Any statements made in this prospectus concerning the provisions of certain documents are not necessarily complete and, in each instance, reference is made to the copy of such document filed as an exhibit to the Registration Statement submitted to the SEC. The Registration Statement, the exhibits forming a part thereof and the reports and other information filed by us with the SEC in accordance with the Exchange Act may be inspected, without charge, at the Public Reference Section of the SEC located at 100 F. Street, N.E., Washington, D.C., 20549. Copies of all or any portion of the material may be obtained from the Public Reference Section of the SEC upon payment of the prescribed fees. The SEC also maintains a website on the World Wide Web that contains periodic reports, proxy and information statements and other information at http://www.sec.gov.

We file annual, quarterly, and other reports, proxy statements and other information with the SEC under the Exchange Act. You may read and copy any materials we file with the SEC at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our SEC filings are also available to the public through the SEC's website at *http://www.sec.gov*. General information about us, including our annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, as well as any amendments and exhibits to those reports, are available free of charge through our website at *http://www.eldoradoresorts.com* as soon as reasonably practicable after we file them with, or furnish them to, the SEC. Information on our website or publicly filed is not incorporated into this prospectus or our other securities filings and is not a part of this prospectus.

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" information into this prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is an important part of this prospectus. The incorporated documents contain significant information about us, our business and our finances. This prospectus incorporates by reference the following documents and reports:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2017 (other than Part II Item 6, "Selected Financial Data", Part II Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations", Part IV Item 15, "Financial Statement Schedules," (except that the exhibit index included in sub-Item (a)(iii) is not impacted by the Recast Financials Current Report (as defined below), other than to replace Exhibit 12.1, "Ratio of Earnings to Fixed Charges," with the updated exhibit of the same name included in Exhibit 99.1 of the Recast Financials Current Report), which in each case were superseded by the Recast Financials Current Report (as defined below) filed with the SEC on September 5, 2018);
- the information specifically incorporated by reference into our Annual Report on Form 10-K for the year ended December 31, 2017 from our Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 25, 2018;
- our Quarterly Reports on Form 10-Q for the periods ended March 31, 2018, June 30, 2018 and September 30, 2018;
- our Current Reports on Form 8-K filed on February 28, 2018, April 16, 2018 (both), May 8, 2018, June 21, 2018, July 9, 2018, August 7, 2018 (as amended by our Current Report on Form 8-K/A filed on September 5, 2018), and September 5, 2018 (such Form 8-K, the "Recast Financials Current Report"), September 6, 2018, September 7, 2018, September 20, 2018, October 1, 2018 (as amended by our current report on Form 8-K/A filed on November 30, 2018), November 9, 2018 and January 11, 2019; and
- Exhibit 99.1 of Isle of Capri Casinos, Inc.'s Annual Report on Form 10-K for the fiscal year ended April 24, 2016.

We also specifically incorporate by reference any documents filed by us with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than portions of these documents that are either (1) described in paragraph (e) of Item 201 of Registration S-K or paragraphs (d)(1)-(3) and (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, unless otherwise indicated therein) after the date of this prospectus and prior to the termination of the offerings under this prospectus. The information contained in any such document will automatically be considered part of this prospectus from the date the document is filed with the SEC. Any information contained in this prospectus or in any document incorporated or deemed to be incorporated by reference in this prospectus will be deemed to have been modified or superseded to the extent that a statement contained in this prospectus, in any other document we subsequently file with the SEC that is also incorporated or deemed to be incorporated by reference in this prospectus or in the applicable prospectus supplement, modifies or supersedes the original statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to be a part of this prospectus. In no event, however, will any of the information that we "furnish" to the SEC in any current report on Form 8-K or any other report or filing be incorporated by reference into, or otherwise included in, this prospectus.

You may request a copy of any documents incorporated by reference in this prospectus, at no cost, by writing or telephoning us at the following address and telephone number:

Eldorado Resorts, Inc.
Attention: Investor Relations
100 West Liberty Street, Suite 1150
Reno, Nevada 89501
Tel: (775) 328-0112

Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference in this prospectus.

TO OBTAIN TIMELY DELIVERY OF ANY REQUESTED INFORMATION, YOU MUST MAKE ANY REQUEST NO LATER THAN , 2019, WHICH IS FIVE BUSINESS DAYS PRIOR TO THE EXPIRATION DATE OF THE EXCHANGE OFFER.

SUMMARY

This summary highlights selected information contained or incorporated by reference in this prospectus. This summary does not contain all of the information you should consider before tendering your Existing Notes in the exchange offer. Before making your decision, you should read carefully (i) this entire prospectus, including the section entitled "Risk Factors," (ii) all other information contained in and incorporated by reference in this prospectus, including the risks and uncertainties described under "Risk Factors" in our annual report on Form 10-K for the year ended December 31, 2017, in our quarterly report on Form 10-Q for the period ended September 30, 2018 and in our subsequent filings with the SEC, (iii) the other documents to which we refer and (iv) our financial statements and notes to those financial statements incorporated by reference herein. This prospectus contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors. See "Forward-Looking Statements" for information relating to these forward-looking statements.

Overview

The Company

ERI is a gaming and hospitality company that, after giving effect to the Dispositions (as defined below), owns and operates 26 gaming facilities located in Ohio, Nevada, Colorado, Florida, Iowa, Mississippi, Missouri, Illinois, Indiana, Louisiana, West Virginia and New Jersey, featuring approximately 27,900 slot machines and video lottery terminals ("VLTs"), approximately 850 table and poker games and approximately 12,600 hotel rooms. ERI's primary source of revenue is generated by gaming operations, but ERI uses hotels, restaurants, bars, entertainment, racing, retail shops and other services to attract customers to its properties. ERI was founded in 1973 in Reno, Nevada as a family business by the Carano family.

ERI's principal executive offices are located at 100 West Liberty Street, Suite 1150, Reno, Nevada 89501 and the telephone number at that location is (775) 328-0100.

We own and operate the following properties:

- Eldorado Resort Casino Reno ("Eldorado Reno")—A 814-room hotel, casino and entertainment facility connected via an enclosed skywalk to Silver Legacy and Circus Reno located in downtown Reno, Nevada that includes 1,128 slot machines and 36 table games;
- Silver Legacy Resort Casino ("Silver Legacy")—A 1,685-room themed hotel and casino connected via an enclosed skywalk to Eldorado Reno and Circus Reno that includes 1,208 slot machines, 58 table games and a 13 table poker room;
- Circus Circus Reno ("Circus Reno")—A 1,571-room hotel-casino and entertainment complex connected via an enclosed skywalk to Eldorado Reno and Silver Legacy that includes 706 slot machines and 24 table games;
- Eldorado Resort Casino Shreveport—A 403-room, all suite art deco-style hotel and tri-level riverboat dockside casino situated on the Red River in Shreveport, Louisiana that includes 1,388 slot machines, 52 table games and an eight table poker room;
- Mountaineer Casino, Racetrack & Resort ("Mountaineer")—A 357-room hotel, casino, entertainment and live thoroughbred horse racing facility located on the Ohio River at the northern tip of West Virginia's northwestern panhandle that includes 1,487 slot machines and 36 table games, including a 10 table poker room;

- Eldorado Gaming Scioto Downs ("Scioto Downs")—A modern "racino" offering 2,237 video lottery terminals ("VLTs"), harness racing and a 118-room third party hotel connected to Scioto Downs located 15 minutes from downtown Columbus, Ohio;
- Isle Casino Hotel-Black Hawk—A land-based casino on an approximately 10-acre site in Black Hawk, Colorado that includes 1,005 slot machines, 30 table games, a nine table poker room and a 238-room hotel;
- Lady Luck Casino-Black Hawk—A land-based casino across the intersection from Isle Casino Hotel in Black Hawk Colorado, that includes 472 slot machines, eleven table games and a 164-room hotel with a parking structure connecting Isle Casino Hotel-Black Hawk and Lady Luck Casino-Black Hawk;
- Isle Casino Racing Pompano Park ("Pompano")—A casino and harness racing track on an approximately 223-acre owned site in Pompano Beach, Florida that includes 1,461 slot machines and a 45 table poker room. In April 2018, the Company announced the formation of a joint venture with the Cordish Companies to master plan and develop a mixed-use entertainment and hospitality destination expected to be located on unused land adjacent to the casino and racetrack;
- Isle Casino Bettendorf ("Bettendorf")—A land-based single-level casino located off Interstate 74 in Bettendorf, Iowa that includes 974 slot machines and 20 table games with two hotel towers with 509 hotel rooms;
- Isle Casino Waterloo ("Waterloo")—A single-level land-based casino in Waterloo, Iowa that includes 936 slot machines, 25 table games, and a 194-room hotel;
- Isle of Capri Casino Hotel Lake Charles—A gaming vessel on an approximately 19 acre site in Lake Charles, Louisiana, with 1,173 slot machines, 45 table games, including 13 poker tables, and two hotels offering 493 rooms;
- Isle of Capri Casino Lula ("Lula")—Two dockside casinos in Lula, Mississippi with 871 slot machines and 19 table games, two on-site hotels with a total of 486 rooms and a 28-space RV Park;
- Lady Luck Casino Vicksburg ("Vicksburg")—A dockside casino in Vicksburg, Mississippi that includes 603 slot machines, eight table games and a hotel with a total of 89 rooms;
- Isle of Capri Casino Boonville—A single-level dockside casino in Boonville, Missouri that includes 885 slot machines, 20 table games and a 140-room hotel;
- Isle Casino Cape Girardeau—A dockside casino and pavilion and entertainment center in Cape Girardeau, Missouri that includes 870 slot machines and 24 table games, including four poker tables;
- Lady Luck Casino Caruthersville—A riverboat casino located along the Mississippi River in Caruthersville, Missouri that includes 512 slot machines and nine table games;
- Isle of Capri Casino Kansas City—A dockside casino located close to downtown Kansas City, Missouri offering 969 slot machines and 13 table games;
- Tropicana Casino and Resort, Atlantic City—A casino and resort situated on approximately 15 acres with approximately 660 feet of ocean frontage in Atlantic City, New Jersey that includes approximately 2,484 slot machines, 130 table and poker games and 2,366 hotel rooms;
- Tropicana Evansville—A casino hotel and entertainment complex in Evansville, Indiana featuring 1,137 slot machines, 41 table and poker games and two on-site hotels with a total of 338 rooms;
- Lumière Place Casino ("Lumiere Place")—A casino located on approximately 20 acres, located in historic downtown St. Louis, Missouri near business and entertainment districts and overlooks the Mississippi River with approximately 1,505 slot machines, 58 table and poker games and 494 hotel rooms;

- Tropicana Laughlin Hotel and Casino—A casino in Casino Drive, Laughlin, Nevada that includes approximately 945 slot machines, 18 table and poker games and 1,487 hotel rooms;
- MontBleu Casino Resort & Spa ("MontBleu")—A casino situated on approximately 21 acres in South Lake Tahoe, Nevada surrounded by the Sierra Nevada Mountains featuring approximately 477 slot machines, 26 table and poker games and 438 hotel rooms;
- Trop Casino Greenville—A landside gaming facility located in Greenville, Mississippi with approximately 585 slot machines, 10 table and poker games and 40 hotel rooms;
- Belle of Baton Rouge Casino & Hotel—A dockside riverboat situated on approximately 23 acres on the Mississippi River in the downtown historic district of Baton Rouge featuring approximately 767 slot machines, 14 table and poker games and 288 hotel rooms; and
- Grand Victoria Casino—A casino located in Elgin, Illinois featuring approximately 1,088 slot machines and 42 table and poker games.

On February 28, 2018, the Company entered into an agreement to sell substantially all of the assets and liabilities of Presque Isle Downs, one of its wholly-owned subsidiaries, to Churchill Downs Incorporated ("CDI") for cash consideration of approximately $178.9 million, subject to a customary working capital adjustment (the "Presque Isle Transaction"). In addition, on August 10, 2018, the Company entered into an agreement pursuant to which CDI will acquire Lady Luck Nemacolin and assume the rights and obligations to operate Nemacolin for cash consideration of $100,000, subject to a customary working capital adjustment (the "Nemacolin Transaction" and together with the Presque Isle Transaction, the "Dispositions"). The Presque Isle Transaction closed on January 11, 2019. The Nemacolin Transaction is subject to customary closing conditions, including receipt of required regulatory approvals.

The Transactions

Tropicana Acquisition

On October 1, 2018, we completed our previously announced acquisition (the "Tropicana Acquisition") of Tropicana Entertainment Inc., a Delaware corporation ("Tropicana"), pursuant to the Agreement and Plan of Merger, dated as of April 15, 2018 (the "Merger Agreement"), by and among the Company, Delta Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of the Company ("Escrow Issuer"), Tropicana and GLP Capital, L.P., a Pennsylvania limited partnership that is the operating partnership of Gaming and Leisure Properties, Inc. ("GLP"). Pursuant to the Merger Agreement, (i) GLP agreed to purchase substantially all of the real property assets owned by Tropicana, other than MontBleu and the Tropicana Aruba Resort and Casino, for $1.21 billion pursuant to a Real Estate Purchase Agreement, dated as of April 15, 2018 (the "Real Estate Purchase Agreement"), by and between Tropicana and GLP and (ii) immediately following the consummation of the transactions contemplated by the Real Estate Purchase Agreement, Merger Sub agreed to merge with and into Tropicana, with Tropicana as the surviving entity.

The Notes Offering

In connection with the Tropicana Acquisition, Escrow Issuer entered into the Indenture with respect to the issuance of the Existing Notes by and among Escrow Issuer, as initial borrower, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto dated as of September 20, 2018 (the "Indenture"). The proceeds from the issuance of the Existing Notes, were placed in escrow pending satisfaction of certain conditions, including consummation of the Tropicana Acquisition. In connection with the consummation of the Tropicana Acquisition on October 1, 2018, the escrowed funds were released and ERI assumed Escrow Issuer's obligations under the Indenture and the Existing Notes, and certain of ERI's subsidiaries executed guarantees of ERI's obligations under the Indenture.

Lumiere financing

In order to obtain regulatory approval of the transfer of Lumiere Place to the Company, (i) Tropicana St. Louis RE LLC ("Tropicana St. Louis RE"), a direct wholly-owned subsidiary of the Company, purchased the real property associated with Lumiere Place (the "Lumiere Real Property") pursuant to an amendment of the Real Estate Purchase Agreement and (ii) GLP loaned Tropicana St. Louis RE an aggregate of $246 million to fund the entire purchase price of the Lumiere Real Property (the "Lumiere Loan"). The Lumiere Loan bears interest at a rate equal to (i) 9.09% until the 1-year anniversary of the closing of the Tropicana Acquisition and (ii) 9.27% until the 2-year anniversary of the closing of the Tropicana Acquisition, and matures on the second anniversary of the consummation of the Tropicana Acquisition, subject to three 1-year extensions that are exercisable under specified circumstances. The Lumiere Loan is secured by a first priority mortgage on the Lumiere Real Property until the first anniversary of the closing of the Tropicana Acquisition. We expect that the Company's obligations under the Lumiere Loan will be satisfied by transferring one or more properties owned by the Company with an aggregate value of at least $246 million to GLP with a simultaneous leaseback to the Company of such replacement property, pursuant to an amendment to the Master Lease (as defined below) to revise the economic terms to include such replacement property.

The Master Lease

On October 1, 2018, the Company entered into a master lease with GLP pursuant to which the Company leased the real estate acquired by GLP in the Real Estate Sale (the "Master Lease"). The Master Lease is a triple net master lease and has an initial term of 15 years, with renewals of up to 20 years at the Company's option. The initial annual rent under the terms of the lease is approximately $87.6 million. The payment structure under the Master Lease includes a fixed component, a portion of which is subject to an annual escalator of up to 2% if certain coverage ratio thresholds are met, and a component that is based on the performance of the facilities, which is prospectively adjusted, subject to a floor of zero. In addition to rental payments under the Master Lease, the Company is required to pay the following, among other things: (1) lease payments to the underlying ground lessor for properties that are subject to ground leases; (2) facility maintenance costs; (3) all insurance premiums for insurance with respect to the leased properties and the business conducted on the leased properties; (4) taxes levied on or with respect to the leased properties (other than taxes on the income of the lessor); and (5) all utilities and other services necessary or appropriate for the leased properties and the business conducted on the leased properties.

The Credit Facility Amendments

In addition, on October 1, 2018, in connection with the Tropicana Acquisition we and certain of our subsidiaries executed Amendment Agreement No. 3 to that certain Credit Agreement by and among JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto (the "Credit Agreement"), as amended by that certain Amendment Agreement No. 1, dated August 15, 2017 and that certain Amendment Agreement No. 2, dated June 6, 2018, in order to, among other things, (i) increase the aggregate amount of revolving credit commitments under the revolving credit facility (the "Revolving Credit Facility") to $500 million through the incurrence of $200 million in new incremental revolving credit commitments, (ii) extend the Revolving Credit Facility maturity date from April 17, 2022 to October 1, 2023 and (iii) join certain new revolving credit lenders as parties to the Credit Agreement (the "Credit Facility Amendments" and together with the Acquisitions, the Dispositions, the Lumiere Loan and the Master Lease, the "Transactions").

SUMMARY DESCRIPTION OF THE EXCHANGE OFFER

On September 20, 2018, Escrow Issuer issued and sold $600,000,000 in aggregate principal amount of the Existing Notes in transactions exempt from registration under the Securities Act. In connection with such transactions, Escrow Issuer entered into a Registration Rights Agreement, dated September 20, 2018 (the "Registration Rights Agreement") with the initial purchasers of the Existing Notes. In the Registration Rights Agreement, Escrow Issuer agreed to register under the Securities Act an offer of our new Exchange Notes in exchange for our Existing Notes. On October 1, 2018, ERI assumed Escrow Issuer's obligations under the Existing Notes, the Indenture and the Registration Rights Agreement. In this prospectus, we refer to the Existing Notes and the Exchange Notes together as the "Notes." You should read the discussion in the section entitled "Summary Description of the Exchange Notes" for information regarding the Notes.

Existing Notes	6% Senior Notes due 2026.
Exchange Notes	6% Senior Notes due 2026 which have been registered under the Securities Act. The form and the terms of the Exchange Notes will be identical in all material respects to those of the Existing Notes, except that the transfer restrictions and registration rights relating to the Existing Notes will not apply to the Exchange Notes.
Exchange Offer	We are offering to issue up to $600 million aggregate principal amount of the Exchange Notes in exchange for a like principal amount of the Existing Notes to satisfy our obligations under the Registration Rights Agreement. The Existing Notes were sold in transactions in reliance upon the exemptions from registration provided by Rule 144A and Regulation S under the Securities Act.
Expiration Date; Tenders	The exchange offer will expire at midnight, New York City time, on , 2019, the twentieth business day following the date of this prospectus, unless extended in our sole and absolute discretion. By tendering your Existing Notes, you represent to us that: • you are not our "affiliate," as defined in Rule 405 under the Securities Act or if you are our "affiliate" as defined in Rule 405 under the Securities Act and you are engaging in or intend to engage in or have an arrangement or understanding with any person to participate in a distribution of the Exchange Notes to be acquired pursuant to the exchange offer, you will not rely on the applicable interpretations of the SEC and will comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction; • any Exchange Notes you receive in the exchange offer are being acquired by you in the ordinary course of your business; • at the time of the commencement of the exchange offer, neither you nor anyone receiving Exchange Notes from you, has any arrangement or understanding with any person to participate in the distribution, as defined in the Securities Act, of the Exchange Notes in violation of the Securities Act;

	• if you are a broker-dealer, you will receive the Exchange Notes for your own account in exchange for Existing Notes that were acquired by you as a result of your market-making or other trading activities and that you will deliver a prospectus in connection with any resale of the Exchange Notes you receive. For further information regarding resales of the Exchange Notes by participating broker-dealers, see the discussion under the caption "Plan of Distribution"; and • if you are not a broker-dealer, you are not engaged in, and do not intend to engage in, the distribution of the Exchange Notes, as defined in the Securities Act.
Withdrawal; Non-Acceptance	You may withdraw any Existing Notes tendered in the exchange offer at any time prior to midnight, New York City time, on , 2019. To be effective, a written notice of withdrawal must be received by the Exchange Agent, at the address set forth under the caption "The Exchange Offer—Exchange Agent." For further information regarding the withdrawal of any tendered Existing Notes, see "The Exchange Offer—Withdrawal Rights."
Conditions to the Exchange Offer	As described more fully in this prospectus, consummation of the exchange offer is subject to the satisfaction or waiver of certain conditions. We reserve the right to terminate or amend the exchange offer at any time before the expiration date if various specified events occur.
Procedure for Tending Existing Notes	For a description of the procedure for tendering Existing Notes, see "The Exchange Offer —Procedures for Tendering Existing Notes" and the letter of transmittal.
Consequences of Failure to Exchange	For a description of the consequences of failing to exchange your Existing Notes pursuant to the exchange offer, see "Risk Factors—Certain Risks Related to the Exchange Offer."
Use of Proceeds	We will not receive any proceeds from the exchange offer. In consideration for issuing the Exchange Notes in exchange for the Existing Notes as described in this prospectus, we will receive, retire and cancel the Existing Notes.
Broker-Dealers	Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The letter of transmittal states that by so acknowledging and delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for

	Existing Notes which were received by the broker-dealer as a result of market making or other trading activities. See “Plan of Distribution” for more information.
Taxation	The exchange of Existing Notes for Exchange Notes will not be a taxable transaction for U.S. federal income tax purposes. For more information, see “Certain U.S. Federal Income Tax Considerations.”

SUMMARY DESCRIPTION OF THE EXCHANGE NOTES

The summary below describes the principal terms of the Exchange Notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. See the "Description of the Exchange Notes" section of this prospectus for a more detailed description of the terms and conditions of the Exchange Notes.

Issuer	Eldorado Resorts, Inc.
Exchange Notes Offered	$600,000,000 aggregate principal amount of 6% Senior Notes due 2026.
Maturity	September 15, 2026
Interest Rate	6.000% per annum.
Interest Payment Dates	Interest on the Notes will be payable in cash semi-annually in arrears on March 15 and September 15 of each year, commencing on March 15, 2019.
Gaming Redemption	The Notes are subject to redemption imposed by gaming laws and regulations of applicable gaming regulatory authorities. See "Description of the Exchange Notes—Gaming redemption."
Ranking	The Notes and the guarantees are our and the Guarantors' general senior unsecured obligations and will: • rank senior in right of payment to all existing and future subordinated indebtedness of the Company and the Guarantors; • rank equally in right of payment with all existing and future senior indebtedness of the Company and the Guarantors, including the obligations under the Company's existing 7% Senior Notes due 2023 (the "7% Notes") and 6% Senior Notes due 2025 (the "6% Notes," and together with the 7% Notes, the "ERI Senior Notes"); • be effectively subordinated to any existing and future secured debt of the Company and the Guarantors, including indebtedness under the Company's existing senior secured credit facility governed by the Credit Agreement (the "Credit Facility") (including the term loan facility thereunder (the "Term Loan") and the Revolving Credit Facility) and the Lumiere Loan, in each case, to the extent of the value of the collateral securing such indebtedness; and • be structurally subordinated to all existing and future indebtedness and other liabilities of the Company's non-guarantor subsidiaries (other than indebtedness and liabilities owed to the Company or Guarantors). As of September 30, 2018, after giving effect to the Transactions: • we and the Guarantors had approximately $3.1 billion of total indebtedness outstanding, of which approximately $1.5 billion

	is secured, and approximately $215.9 million of availability under the Revolving Credit Facility; and • the non-guarantor subsidiaries would have had $28.9 million of indebtedness and other liabilities (excluding intercompany liabilities), all of which would have been structurally senior to the Notes and the guarantees. • the non-guarantor subsidiaries had approximately $31.4 million, or 1.5% of our total net revenue, and approximately $0.4 million of operating income, in each case for the nine months ended September 30, 2018. Excluding the effect of intercompany balances as well as intercompany transactions, the non-guarantor subsidiaries accounted for approximately $56.9 million, or 1.0%, of our total assets, and approximately $28.9 million, or 0.6%, of our total liabilities, in each case as of September 30, 2018.
Guarantees	The Notes will be fully and unconditionally guaranteed, jointly and severally, by each of our existing and future direct or indirect wholly owned domestic subsidiaries, in each case, that guarantee obligations under the Credit Facility. The guarantees may be released under certain circumstances.
Asset Sale Proceeds	If we or our restricted subsidiaries engage in asset sales, we generally must either invest the net cash proceeds from such sales in our business within a period of time, prepay secured debt or make an offer to purchase an amount of the Notes equal to the excess net cash proceeds. The purchase price of the Notes will be 100% of their principal amount plus accrued and unpaid interest.
Optional Redemption	We may, at our option, redeem some or all of the Notes at any time on or after September 15, 2021, at the redemption prices listed under “Description of the Exchange Notes—Optional redemption.” Prior to September 15, 2021, we may also redeem some or all of the Notes at a price equal to 100% of the principal amount of the Notes redeemed plus accrued and unpaid interest to the date of redemption, plus a “make-whole” premium. Prior to September 15, 2021, we may redeem up to 35% of the original principal amount of the Notes with proceeds of certain equity offerings.
Change of Control; Mandatory Offer to Repurchase	Upon the occurrence of a (i) Change of Control (as defined in the “Description of the Exchange Notes”) (if, at such time, the Notes do not have Investment Grade Status (as defined in the “Description of the Exchange Notes”)) or (ii) Change of Control Triggering Event (as defined in the “Description of the Exchange Notes”) (if, at such time, the Notes have Investment Grade Status), we must offer to repurchase the Notes at a redemption price equal to 101% of the principal amount thereof plus any accrued and unpaid interest, if any, to, but not including, the repurchase date. See “Description of the Exchange Notes—Repurchase at the option of holders—Change of control.”

Certain Covenants	The Indenture contains covenants that, among other things, limit the ability of the Company and its restricted subsidiaries to: • pay dividends or distributions or make certain other restricted payments or investments; • incur or guarantee additional indebtedness or issue disqualified stock or create subordinated indebtedness that is not subordinated to the Notes or the guarantees; • create liens; • transfer and sell assets; • merge, consolidate, or sell, transfer or otherwise dispose of all or substantially all of our assets; • enter into certain transactions with affiliates; • engage in lines of business other than its core business and related businesses; and • create restrictions on dividends or other payments by our restricted subsidiaries. In addition, the Indenture contains covenants relating to additional subsidiary guarantees in certain circumstances and the furnishing of customary reports to the noteholders. Unrestricted subsidiaries are not subject to the restrictive covenants in the Indenture. These covenants are subject to a number of important limitations and exceptions. See “Description of the Exchange Notes—Certain covenants.”
Risk Factors	See “Risk Factors” and the other information in this prospectus for a discussion of the factors you should carefully consider before deciding to tender your Existing Notes in the exchange offer.

Selected Historical Consolidated Financial Information

The summary historical consolidated financial data presented below as of and for the nine months ended September 30, 2018 and 2017 have been derived from ERI's unaudited condensed consolidated financial statements, which are incorporated by reference in this prospectus. The summary historical consolidated financial data presented below for the fiscal years ended December 31, 2017, 2016 and 2015 have been derived from ERI's audited consolidated financial statements, which are incorporated by reference in this prospectus.

The presentation of information herein for the periods prior to each of the acquisition of the Grand Victoria Casino and the Reno Acquisition, the MTR Merger and the Isle Acquisition (each as defined below) are not fully comparable because the results of operations for the Grand Victoria Casino, Circus Reno, MTR Gaming, Inc. ("MTR Gaming") and Isle, respectively, are not included for periods prior to such acquisitions. In addition, the results of operations of the Silver Legacy Joint Venture were not consolidated prior to the Reno Acquisition.

You should read the financial information presented below in conjunction with our consolidated financial statements and accompanying notes as well as "Management's Discussion and Analysis of Financial Condition and Results of Operations," incorporated by reference in this prospectus.

The summary pro forma condensed combined statement of operations has been prepared to illustrate the effects of certain adjustments that are expected to have a continuing impact on the results of operations related to the Transactions, as if the Transactions had occurred on January 1, 2017. The unaudited pro forma condensed combined balance sheet information as of September 30, 2018 shows the combined financial position of ERI and Tropicana as if the Transactions had occurred on September 30, 2018. Preparation of unaudited pro forma condensed combined financial information is based on estimates and assumptions deemed appropriate by ERI. The pro forma information is unaudited and is not necessarily indicative of the results that actually would have occurred if the Transactions had been consummated as of January 1, 2017 or September 30, 2018, as applicable, nor does it purport to represent the financial position and results of operations for future periods. The pro forma adjustments are based upon currently available information and upon certain assumptions that we believe are reasonable. The summary pro forma condensed combined financial information is derived from, and should be read in conjunction with, ERI's Unaudited pro forma condensed combined financial statements and related notes, which is included in Exhibit 99.4 to ERI's Form 8-K/A filed with the SEC on November 30, 2018 and incorporated by reference in this prospectus.

	Unaudited pro forma		Nine months ended September 30,		Year ended December 31,				
	Nine months ended September 30, 2018	Year ended December 31, 2017	2018	2017(2)	2017(2)	2016	2015(1)	2014(3)	2013
			(unaudited) (dollars in thousands, except operating data)						
Consolidated Statement of Operations Data:									
Operating revenues:									
Casino	$ 1,453,019	$ 1,931,883	$1,046,010	$ 764,684	$1,085,014	$591,471	$542,604	$298,848	$192,379
Pari-mutuel commissions	11,975	15,812	14,407	9,859	14,013	8,544	8,996	1,986	—
Food and beverage	251,764	347,778	164,644	141,667	198,246	155,217	102,821	68,233	60,556
Hotel	233,632	294,199	114,447	99,545	133,338	100,462	43,894	28,007	26,934
Other	77,014	102,818	44,739	35,142	50,187	44,771	26,030	13,198	10,384
Management fee from related party	—	1,250	—	—	—	—	—	—	—
Less promotional allowances	—	—	—	—	—	—	—	(48,449)	(43,067)
Net operating revenues	2,027,404	2,693,740	1,384,247	1,050,897	1,480,798	900,465	724,345	361,823	247,186

	Unaudited pro forma		Nine months ended September 30,		Year ended December 31,				
	Nine months ended September 30, 2018	Year ended December 31, 2017	2018	2017(2)	2017(2)	2016	2015(1)	2014(3)	2013
			(unaudited) (dollars in thousands, except operating data)						
Operating expenses:									
Casino	654,816	876,422	506,536	389,010	547,438	342,433	320,616	167,792	101,913
Pari-mutuel commissions	10,259	13,918	13,022	9,894	13,651	9,787	9,973	2,411	—
Food and beverage	196,878	283,913	134,927	120,041	169,848	122,598	84,567	37,411	28,982
Hotel	82,542	111,276	40,178	36,862	50,575	41,212	17,993	8,536	7,891
Other	34,819	58,779	25,030	22,702	32,156	30,776	17,475	9,348	7,290
Marketing and promotions	131,404	198,788	66,255	58,099	83,174	40,890	31,356	21,982	17,740
General and administrative	367,760	492,901	223,546	168,339	241,037	130,720	97,356	58,738	43,713
Corporate	47,613	56,981	33,018	21,734	30,739	19,880	16,469	4,617	—
Impairment charges	10,396	38,016	13,602	—	38,016	—	—	—	—
Depreciation and amortization	161,070	204,302	99,204	69,635	105,891	63,449	56,921	28,643	17,031
Real estate tax settlement	(880)	(23,449)	—	—	—	—	—	—	—
Operating expenses	1,696,677	2,311,847	1,155,318	896,316	1,312,525	801,745	652,726	339,478	224,560
Loss on sale or disposition of property	(362)	(55)	(393)	(51)	(319)	(836)	(6)	(84)	(226)
Proceeds from terminated sale	5,000	20,000	5,000	—	20,000	—	—	—	—
Transaction expenses	(1,155)	(92,777)	(10,043)	(89,172)	(92,777)	(9,184)	(2,452)	(7,411)	(3,173)
Equity in (loss) income of unconsolidated affiliates(4)	(116)	(367)	(116)	(305)	(367)	—	3,460	2,705	3,355
Operating income	334,094	308,694	223,377	65,053	94,810	88,700	72,621	17,555	22,582
Other income (expense):									
Interest expense, net	(213,168)	(278,737)	(96,579)	(69,380)	(99,769)	(50,917)	(61,558)	(30,734)	(15,665)
Termination fee from affiliate	—	15,000	—	—	—	—	—	—	—
Gain on valuation of unconsolidated affiliate	—	—	—	—	—	—	35,582	—	11,980
Gain on termination of supplemental executive retirement plan	—	—	—	—	—	—	—	715	—
Loss on early retirement of debt, net	(693)	(41,578)	(162)	(37,347)	(38,430)	(155)	(1,937)	—	—
Other non-operating income	115	—	—	—	—	—	—	(90)	—
Total other expense	(213,746)	(305,315)	(96,741)	(106,727)	(138,199)	(51,072)	(27,913)	(30,109)	(3,685)
Net income (loss) before income taxes(5)	120,348	3,379	126,636	(41,674)	(43,389)	37,628	44,708	(12,554)	18,897
(Provision) benefit for income taxes	(33,232)	69,376	(31,281)	26,116	116,769	(13,100)	69,537	(1,768)	—
Net income (loss)	$ 87,116	$ 72,755	$ 95,355	$ (15,558)	$ 73,380	$ 24,528	$ 114,245	$ (14,322)	$ 18,897

	Unaudited pro forma								
	Nine months ended September 30, 2018	Year ended December 31, 2017	Nine months ended September 30, 2018	2017	Year ended December 31, 2017(2)	2016	2015(1)	2014	2013
	(dollars in thousands, except operating data)								
Operating Data(6):									
Number of hotel rooms(7)	12,956	12,601	7,143	7,169	7,170	4,853	4,853	1,571	1,217
Average hotel occupancy rate(8)	62.5%	67.3%	61.2%	61.4%	60.0%	63.1%	77.9%	84.1%	85.1%
Number of slot machines(7)	28,008	27,917	22,169	21,087	21,129	9,746	10,281	8,665	2,738
Number of table games(7)	702	720	519	510	484	256	263	177	100

	Unaudited pro forma						
	As of September 30, 2018	As of September 30, 2018 (unaudited)	As of December 31, 2017	2016	2015	2014	2013
			(dollars in thousands)				
Consolidated Balance Sheet Data:							
Cash and cash equivalents	$ 266,346	$ 164,086	$ 134,596	$ 61,029	$ 78,278	$ 87,604	$ 29,813
Total assets	5,783,285	4,477,174	3,546,472	1,294,044	1,325,008	1,171,559	270,182
Total debt	$ 3,111,971	2,967,881	2,190,193	800,426	866,237	778,862	170,760
Stockholders' equity	1,056,210	1,036,151	941,597	298,451	270,667	151,622	75,575

(1) On July 7, 2015, we entered into the Purchase and Sale Agreement with subsidiaries of MGM Resorts International to purchase the 50% interest in the Silver Legacy Joint Venture held by Galleon, Inc. and the assets constituting Circus Reno. On November 24, 2015 (the "Reno Acquisition Date"), we acquired all of the assets and properties of Circus Reno and the 50% membership interest in the Silver Legacy Joint Venture owned by Galleon, Inc. (the "Reno Acquisition"). The total purchase consideration was $223.6 million. Following the consummation of the Reno Acquisition, the Silver Legacy Joint Venture became a wholly owned indirect subsidiary of ERI.

(2) On May 1, 2017, we completed our acquisition (the "Isle Acquisition") of Isle of Capri Casinos, Inc. ("Isle"). As a result of the Isle Acquisition, Isle became a wholly owned subsidiary of ERI and, at the effective time of the Isle Acquisition, each outstanding share of Isle common stock converted into the right to receive $23.00 in cash or 1.638 shares of our common stock, at the election of the applicable Isle shareholder and subject to proration such that the outstanding shares of Isle common stock were exchanged for aggregate consideration comprised of 58% cash, or $552.0 million, and 42% of our common stock, or 28.5 million newly issued shares of our common stock. The total purchase consideration was $1.93 billion.

(3) On September 19, 2014, a wholly-owned subsidiary of ERI merged into Eldorado Holdco LLC, the parent of Eldorado Resorts LLC and MTR Gaming (the "MTR Merger"). Effective upon the MTR Merger, Eldorado Holdco LLC, Eldorado Resorts LLC and MTR Gaming became wholly-owned subsidiaries of ERI.

(4) We hold a 42.1% variable interest in a partnership (the "Hampton Partnership") with other investors that developed a new 118-room Hampton Inn & Suites hotel at Scioto Downs that opened in March 2017. Equity in income of unconsolidated affiliates subsequent to March 2017 represents our 42.1% variable interest in the Hampton Partnership. Equity in income of unconsolidated affiliates prior to the Reno Acquisition Date represents our 48.1% joint venture interest in the Silver Legacy Joint Venture.

(5) Prior to September 19, 2014, we were taxed as a partnership under the Internal Revenue Code pursuant to which income taxes were primarily the responsibility of the partners. On September 18, 2014, as part of the MTR Merger, we became a C corporation subject to the federal and state corporate-level income taxes at prevailing corporate tax rates. While taxed as a partnership, we were not subject to federal income tax liability but made distributions to our equity holders to cover such liabilities

(6) Excludes the operating data of (i) the properties owned by Isle prior to May 1, 2017 and (ii) Silver Legacy and Circus Reno prior to the Reno Acquisition Date for each period presented.
(7) As of the end of each period presented. Total table games does not include poker games, and total slot machines includes VLTs.
(8) For each period presented.

RISK FACTORS

In this section, we describe risks associated with our business capital structure and the exchange offer. You should carefully consider the risk factors set forth below as well as the risk factors contained in "Part I, Item 1A. Risk Factors" included in our Annual Report on Form 10-K for the year ended December 31, 2017 and in "Part II, Item 1A. Risk Factors" included in our Quarterly Report on Form 10-Q for the period ended September 30, 2018, and incorporated herein by reference, the other information contained under "Forward-Looking Statements" and elsewhere in this prospectus before tendering your Notes in the exchange offer. Any of the following risks, as well as other risks and uncertainties, could materially and adversely affect our business, financial condition or results of operations and thus cause the value of the Notes to decline. The risks and uncertainties described below are not the only risks facing our company. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial may also materially and adversely affect our business, financial condition or results of operations. In such a case, you may lose all or part of your investment in the Notes.

Risks Related to the Notes and Our Substantial Indebtedness

We have a substantial amount of indebtedness outstanding. As a result, we will be required to pay a significant portion of our cash flows as payments under our outstanding indebtedness and our payment obligations under the Master Lease, which could adversely affect our financial condition, our ability to fund our operations and growth and limit our ability to react to competitive and economic changes

We have, and after giving effect to the offering of the Notes will continue to have, a substantial amount of debt, which requires significant principal and interest payments. As of September 30, 2018, after giving effect to the Transactions, we and our restricted subsidiaries had approximately $3.1 billion of debt outstanding, of which approximately $1.5 billion was secured, and we had approximately $215.9 million of availability under our Revolving Credit Facility, and an initial amount of $87.6 million of annual rent obligations relating to the Master Lease.

In addition, we may be required to incur additional indebtedness in the future in order to finance and to pay costs associated with the development of a mixed-use entertainment and hospitality destination expected to be located on unused land adjacent to the Pompano casino and racetrack by our recently formed joint venture. We may also need to incur substantial additional debt from time to time under our existing debt agreements in order to finance working capital, capital expenditures, investments or acquisitions, or for other purposes. If we do so, the risks related to our level of indebtedness could intensify, including by making it difficult for us to optimally capitalize and manage the cash flow or our business or placing us at a competitive disadvantage compared to our competitors that have less indebtedness.

As a result of the foregoing, we will be required to pay a significant portion of our cash flow from operations to service our indebtedness under the Notes, the ERI Senior Notes, the Credit Facility (including any additional borrowings under the Revolving Credit Facility), the Lumiere Loan and make payments under the Master Lease. Although management believes that our cash flows will be sufficient to service our indebtedness, we cannot assure you that we will generate and maintain cash flows sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness and our obligations under the Master Lease. Our ability to make payments on indebtedness and to fund planned capital expenditures depends on our ability to generate and access cash in the future, which, in turn, is subject to general economic, financial, competitive, regulatory and other factors, many of which are beyond our control. As a result of these commitments, our ability to fund our own operations or development projects, raise capital, make acquisitions and otherwise respond to competitive and economic changes may be adversely affected. For example, our indebtedness under the Notes, the ERI Senior Notes and the Credit Facility and our payment obligations under the Master Lease may:

- make it more difficult for us to satisfy our obligations with respect to our indebtedness and other obligations and to obtain additional financing to fund working capital requirements, capital expenditures, debt services, general corporate or other obligations;

- increase our vulnerability to general or regional adverse economic and industry conditions or a downturn in our business;
- require us to dedicate a substantial portion of our cash flow from operations to pay debt service and make lease payments, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions, development of our existing properties and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to competitors that have less debt;
- subject us to a number of restrictive covenants that, among other things, limit our ability to pay dividends and distributions, make acquisitions and dispositions, borrow additional funds, and make capital expenditures and other investments;
- expose us to interest rate risk due to the variable interest rate on borrowings under the Credit Facility;
- cause our failure to comply with the financial and restrictive covenants contained in our current or future indebtedness, which could cause a default under such indebtedness and which, if not cured or waived, could have a material adverse effect on us and could force us into bankruptcy or liquidation; and
- affect our ability to renew gaming and other licenses necessary to conduct our business.

In addition, the following are certain provisions, among others, of the Master Lease that restrict our ability to freely operate and could have an adverse effect on our business and financial condition:

- Escalations in Rent—Tropicana is obligated to pay base rent under the Master Lease, and base rent is composed of building base rent and land base rent. Every year of the Master Lease term, building base rent is subject to an annual escalation of up to 2% and Tropicana may be required to pay the escalated building base rent regardless of its revenues, profit or general financial condition.
- Variable Rent—Tropicana is obligated to pay percentage rent under the Master Lease, which is re-calculated every two years based on the actual net revenues of the leased properties during the two-year period then ended.
- New Developments—If Tropicana contemplates developing or building a new facility which is located within a sixty (60) mile radius of a facility that is subject to the Master Lease, the annual percentage rent due from the affected existing facility subject to the Master Lease may thereafter be subject to a floor. Therefore, Tropicana’s percentage rent may not decline as a result of a subsequent decline in revenues at the leased properties.
- Guaranty by Parent—In connection with certain assignments of the Master Lease, the ultimate parent company of such assignee of the Master Lease must execute a guaranty and shall be required to be solvent. Such requirement may limit Tropicana’s ability to freely assign the Master Lease or pursue certain transactions.
- Master Lease Guaranties—The Master Lease is guaranteed by our subsidiaries that will operate the facilities leased under the Master Lease, or that own a gaming license, other license or other material asset necessary to operate any portion of the facilities. A default under any of the Master Lease guaranties that is not cured within the applicable grace period will constitute an event of default under the Master Lease.
- Cross-Defaults—If Tropicana or any of our subsidiaries that provide guarantees under the Master Lease fail to pay or bond final judgments aggregating in excess of $100 million, and such judgments are not discharged, waived or stayed within 45 days, an event of default will arise under the Master Lease.

- Effect of End of Term or Not Renewing the Master Lease—If Tropicana does not renew the Master Lease at the stipulated renewals or Tropicana does not enter into a new master lease at the end of the term, Tropicana will be required to sell its business. If Tropicana cannot agree upon acceptable terms of sale with a qualified successor tenant within a three month period after potential successive tenants are identified, GLP will select the successor tenant to purchase Tropicana's business through a competitive auction. If this occurs, Tropicana will be required to transfer its business to the highest bidder at the auction, subject to regulatory approvals.

Any of the above listed factors could have a material adverse effect on our business, financial condition and results of operations.

Despite our current indebtedness levels and payment obligations under the Master Lease, we and our subsidiaries may still incur significant additional indebtedness. Incurring more indebtedness could increase the risks associated with our substantial indebtedness

We and our subsidiaries may be able to incur substantial additional indebtedness, including additional secured indebtedness, in the future. The terms of the Indenture, the indentures governing the ERI Senior Notes and the Credit Facility will restrict, but will not completely prohibit, us from doing so. As of September 30, 2018, after giving effect to the Transactions, we had approximately $215.9 million of undrawn availability under the Revolving Credit Facility. In addition, our Credit Facility provides for incremental facilities under the Term Loan and Revolving Credit Facility in order to increase aggregate commitments thereunder by an additional amount and under certain circumstances, in each case, as set forth thereunder. Further, the indentures governing the ERI Senior Notes and the Indenture, in each case, allow us to issue additional notes under certain circumstances which will also be guaranteed by the Guarantors. The indentures governing the ERI Senior Notes and the Indenture, in each case, allow us to incur certain other additional secured and unsecured debt and do not prevent us from incurring other liabilities that do not constitute indebtedness. See "Description of the Exchange Notes."

If new debt or other liabilities are added to our current debt levels, the related risks that we and our subsidiaries now face could intensify.

We are a holding company and will depend on our subsidiaries for dividends, distributions and repayment of our indebtedness, including the Notes

We are structured as a holding company, a legal entity separate and distinct from our subsidiaries. Our only significant asset is the capital stock or other equity interests of our operating subsidiaries. As a holding company, we conduct all of our business through our subsidiaries. Consequently, our principal source of cash flow, including cash flow to pay interest on the Notes and make payments on our other indebtedness, will be dividends and distributions from our subsidiaries. If our subsidiaries are unable to make dividend payments or distributions to us and sufficient cash or liquidity is not otherwise available, we may not be able to pay interest or principal on the Notes. Unless they are Guarantors, our subsidiaries will not have any obligation to pay amounts due on the Notes or to make funds available for that purpose. Our subsidiaries may not be able to, or be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the Notes. Each of our subsidiaries is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. In addition, while the Indenture will limit the ability of our restricted subsidiaries to restrict the payment of dividends or make other intercompany payments to us, these limitations will be subject to certain qualifications and exceptions. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the Notes.

The Notes and the Note Guarantees are unsecured obligations of ERI and the Guarantors, respectively. As such, the Notes and the Note Guarantees are effectively subordinated to any of our or the Guarantors' existing and future secured debt, to the extent of the value of the collateral securing such indebtedness

Our obligations under the Notes and the Guarantors' obligations under the Note Guarantees are not secured by any of our or the Guarantors' assets. As a result, the Notes and the Note Guarantees are effectively subordinated to our and the Guarantors' existing and any future secured indebtedness, including indebtedness under the Credit Facility, the Lumiere Loan and any other secured indebtedness incurred in the future, to the extent of the value of the collateral securing such indebtedness, which, in the case of the Credit Facility, will include substantially all of our assets that may be pledged as collateral pursuant to applicable gaming laws. As of September 30, 2018, after giving effect to the Transactions, we had $1.5 billion of secured indebtedness (including $1.1 billion outstanding under the Credit Facility and $246 million outstanding under the Lumiere Loan) and approximately $215.9 million of undrawn availability under the Revolving Credit Facility. In addition, we may incur additional secured debt in the future. In the event of bankruptcy, insolvency, dissolution, liquidation or reorganization, or upon a default in payment on, or the acceleration of, any of our secured indebtedness, holders of our secured debt could foreclose on the pledged assets to the exclusion of holders of the Notes, even if an event of default exists under the Indenture at such time and, as a result, such holders of our secured debt would be paid before holders of the Notes receive any amounts due under the Notes to the extent of the value of the collateral securing such indebtedness. In that event, holders of the Notes may not be able to recover any or all of the principal or interest due under the Notes and holders of the Notes may receive less, ratably, than the holders of secured debt in the event of our or the Guarantors' bankruptcy, insolvency, liquidation, dissolution or reorganization.

Furthermore, if the holders of our secured debt foreclose upon and sell the pledged equity interests in any Guarantor, then that Guarantor will be released from its Note Guarantee automatically and immediately upon such sale. In any such event, because the Notes are not be secured by any of our assets or the equity interests in the Guarantors, it is possible that there would be no assets remaining from which your claims could be satisfied or, if any assets remained, they might be insufficient to satisfy your claims in full.

The agreements governing our indebtedness impose significant operating and financial restrictions on us

The agreements governing our indebtedness, including the Credit Facility, the Indenture and the indentures governing the ERI Senior Notes, contain covenants that limit our ability and the ability of our restricted subsidiaries to:

- incur additional debt or issue certain preferred shares;
- pay dividends on or make other distributions in respect of our capital stock or make other restricted payments;
- make certain investments;
- sell or transfer certain assets;
- create liens on certain assets to secure debt;
- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets;
- enter into certain transactions with our affiliates; and
- allow to exist certain restrictions on the ability of our subsidiaries to pay dividends or make other payments to us.

All of these covenants may adversely affect our ability to finance our operations, meet or otherwise address our capital needs, pursue business opportunities, react to market conditions or otherwise restrict activities or business plans. A breach of any of these covenants, the termination of the Master Lease (subject to certain exceptions) or the occurrence of certain defaults under the Master Lease could each result in a default in respect of the related indebtedness. If a default occurs, the relevant lenders could elect to declare the indebtedness, together with accrued interest and other fees, to be immediately due and payable and proceed against any collateral securing that indebtedness.

We may not be able to generate sufficient cash flows from operating activities to service all of our indebtedness and meet our other cash needs and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful

Our ability to make payments on our indebtedness and obligations under the Master Lease will depend on our ability to generate cash in the future. Our ability to generate cash will be subject to general economic, financial, competitive, legislative, regulatory and other factors, some of which are beyond our control. Our future cash flow, cash on hand or available borrowings may not be sufficient to meet our obligations and commitments. If we are unable to generate sufficient cash flow from operations in the future to service our indebtedness and to meet our other commitments, including our obligations under the Master Lease, we will be required to adopt one or more alternatives, such as refinancing or restructuring our indebtedness (including the Notes), selling material assets or operations or seeking to raise additional debt or equity capital. These actions may not be effected on a timely basis or on satisfactory terms or at all, or these actions may not enable us to continue to satisfy our capital requirements. In addition, the Credit Facility, the indentures governing the ERI Senior Notes, the Indenture, any of our other existing or future debt agreements and the Master Lease contain and will contain restrictive covenants that may prohibit us from adopting any of these alternatives. Our failure to comply with these covenants could result in an event of default which, if not cured or waived, could result in the acceleration of all our debts. See “Description of the Exchange Notes.”

If we cannot make scheduled payments on our debt, we will be in default, and as a result, holders of the Notes and certain of our other indebtedness could declare all outstanding principal and interest to be due and payable, the lenders under the Credit Facility could terminate their commitments to loan money and the lenders under such facility could foreclose against the assets securing the borrowings under such agreements and we could be forced into bankruptcy or liquidation, which, in each case, could result in your losing all or a portion of your investment in the Notes.

If we default under the Credit Facility, the indentures governing the ERI Senior Notes or the Indenture, we may not be able to service our debt obligations

In the event of a default under the indentures governing the ERI Senior Notes, the Credit Agreement or certain other indebtedness, the lenders could elect to declare all amounts borrowed, together with accrued and unpaid interest and other fees, to be due and payable, cease making further loans and institute foreclosure proceedings against our assets, and we could be forced into bankruptcy or liquidation. If such acceleration occurs, thereby permitting an acceleration of amounts outstanding under the Notes, we may not be able to repay the amounts due under the Notes and our other outstanding indebtedness. This could have serious consequences to the holders of the Notes and to our financial condition and results of operations, and could cause us to become bankrupt or insolvent. If a default occurred under the credit facilities of one of our unrestricted subsidiaries, the subsidiary or subsidiaries party to such credit facility might have to take actions that could result in the diminution or elimination of our equity interest in such subsidiary.

Unrestricted subsidiaries will not be subject to the restrictive covenants in the Indenture

Only the Company and its restricted subsidiaries are subject to the restrictive covenants in the Indenture. None of the unrestricted subsidiaries are subject to the restrictive covenants in the Indenture. As a result, any

such unrestricted subsidiaries will be able to engage in many of the activities that we and the Guarantors will be prohibited or limited from doing under the terms of the Indenture. These actions could be detrimental to our ability to make payments of principal and interest under the Notes when due and to comply with our other obligations under the Notes and could reduce the amount of our assets that would be available to satisfy your claims should we default on the Notes.

Because each Guarantor's liability under its guarantees may be reduced to zero, voided or released under certain circumstances, you may not receive any payments from some or all of the Guarantors

Holders of the Notes will have the benefit of the guarantees of the Guarantors. However, the guarantees by the Guarantors will be limited to the maximum amount that the Guarantors are permitted to guarantee under applicable law. As a result, a Guarantor's liability under its guarantee could be reduced to zero, depending upon the amount of other obligations of such Guarantor. Further, under the circumstances discussed more fully below, a court under federal and state fraudulent conveyance and transfer statutes could void the obligations under a guarantee or further subordinate it to all other obligations of the guarantor. See "Risk factors—Risks Related to the Notes and Our Substantial Indebtedness and Other Obligations—The Notes or the Note Guarantees may not be enforceable because of fraudulent conveyance or fraudulent transfer laws and, as a result, you may be required to return payments received by you in respect of the Notes or the Note Guarantees." In addition, you will lose the benefit of a particular guarantee if it is released under certain circumstances described under "Risk factors—Risks Related to the Notes and Our Substantial Indebtedness and Other Obligations."

The Notes or the Note Guarantees may not be enforceable because of fraudulent conveyance or fraudulent transfer laws and, as a result, you may be required to return payments received by you in respect of the Notes or the Note Guarantees

The issuance of the Notes by the Company or the incurrence of the Note Guarantees by the Guarantors (including any future note guarantees) may be subject to review under United States federal bankruptcy law or relevant state fraudulent conveyance or fraudulent transfer laws if a bankruptcy case or lawsuit is commenced by or on behalf of the Company or the Guarantors or our or their unpaid creditors. Under these laws, if in such a case or lawsuit a court were to find that, at the time the Company issued the Notes or such Guarantor incurred a guarantee of the Notes, the Company or such Guarantor:

- issued the Notes or incurred the guarantee of the Notes with the intent of hindering, delaying or defrauding current or future creditors;
- received less than reasonably equivalent value or fair consideration for issuing the Notes or incurring the Note Guarantee;
- was insolvent or was rendered insolvent;
- was engaged, or about to engage, in a business or transaction for which its remaining assets constituted unreasonably small capital to carry on its business; or
- intended to incur, or believed that it would incur, debts and obligations beyond its ability to pay as such debts and obligations matured (as all of the foregoing terms are defined in or interpreted under the relevant fraudulent conveyance or transfer statutes),

then such court could avoid the Notes or the Note Guarantee of such Guarantor or subordinate the amounts owing under the Notes or such Note Guarantee to the Company's or such Guarantor's presently existing or future debt, or take other actions detrimental to you.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is satisfied. Based on financial and other

information, we believe that the Notes and the Note Guarantees have been incurred for proper purposes and in good faith and that we and each Guarantor are solvent, have sufficient capital for carrying on our or its business and are able to pay our or its indebtedness as it matures. We cannot assure you, however, that a court reviewing these matters would agree with us. A legal challenge to the Notes or a guarantee on fraudulent conveyance or fraudulent transfer grounds may focus on the benefits, if any, realized by us or the Guarantors as a result of the issuance of the guarantees. Specifically, a court would likely find that a Guarantor did not receive reasonably equivalent value or fair consideration for its Note Guarantee if the Guarantor did not substantially benefit directly or indirectly from the issuance of the Notes. Thus, it may be asserted (and a court may consequently determine) that the Guarantors incurred their Note Guarantees for ERI's benefit and did not themselves receive a direct or indirect benefit from the issuance of the Notes, such that they incurred the obligations under the Note Guarantees for less than reasonably equivalent value or fair consideration.

The measure of insolvency for purposes of the foregoing considerations will vary depending upon the law of the jurisdiction that is being applied in any proceeding. Generally, a company would be considered insolvent if, at the time it incurred the debt or issued the guarantee:

- the sum of its debts (including contingent liabilities) is greater than its assets, at fair valuation;
- the present fair saleable value of its assets is less than the amount required to pay the probable liability on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured; or
- it could not pay its debts as they became due.

In addition, any payment by the Company pursuant to the Notes or by a Guarantor under a Note Guarantee made at a time the Company or such Guarantor were found to be insolvent could be voided and required to be returned to the Company or such Guarantor or to a fund for the benefit of the Company's or such Guarantor's creditors if such payment is made to an insider within a one-year period prior to a bankruptcy filing or within 90 days for any outside party and such payment would give such insider or outsider party more than such party would have received in a distribution under Title 11 of the United States Code (the "Bankruptcy Code") in a hypothetical Chapter 7 case. In addition, any future guarantee in favor of the holders of the Notes might be avoidable by such Guarantor (as debtor-in-possession) or by its trustee in bankruptcy or other third parties if certain events or circumstances exist or occur. For instance, if the entity granting the future guarantee was insolvent at the time of the grant and if such grant was made within 90 days before that entity commenced a bankruptcy proceeding (or one year before commencement of a bankruptcy proceeding if the creditor that benefited from the guarantee is an "insider" under the U.S. Bankruptcy Code), and the granting of the future guarantee enabled the holders of the Notes to receive more than they would if the Guarantor were liquidated under Chapter 7 of the U.S. Bankruptcy Code, then such guarantee could be avoided as a preferential transfer. Guarantees granted after the issue date may be treated under bankruptcy law as if they were delivered to guarantee previously existing indebtedness. In bankruptcy proceedings commenced within 90 days of the issuance of a guarantee, any such guarantee given to guarantee previously existing indebtedness is more likely to be avoided as a preference by the bankruptcy court than if delivered and promptly recorded on the issue date. Accordingly, if any Guarantor were to file for bankruptcy protection after the issue date of the Notes and the guarantees had been granted less than 90 days before the commencement of such bankruptcy proceeding, such guarantees of the Notes may be particularly subject to challenge as a result of having been delivered after the issue date. To the extent that such challenge succeeded, the holders of the Notes would lose the benefit of the guarantee that the collateral was intended to provide.

We cannot assure you as to what standard a court would apply in determining whether we or the Guarantors were solvent at the relevant time or that a court would agree with our conclusions in this regard, or, regardless of the standard that a court uses, that it would not determine that the Company or a Guarantor were indeed insolvent on that date; that any payments to the holders of the Notes (including under the Note Guarantees) did not constitute preferences, fraudulent transfers or conveyances on other grounds; or that the

issuance of the Notes and the Note Guarantees would not be subordinated to the Company's or any Guarantor's other debt.

If a Note Guarantee is avoided as a fraudulent conveyance or found to be unenforceable for any reason, you will not have a claim against that obligor and will only be a creditor of ERI or any Guarantor to the extent the obligation of ERI or such Guarantor is not set aside or found to be unenforceable. Sufficient funds to repay the Notes may not be available from these other sources, including the remaining obligors, if any; accordingly, in the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the Notes. You may also be required to return payments you have received with respect to such Note Guarantees.

Each Note Guarantee contains a provision intended to limit the Guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its Note Guarantee to be a fraudulent transfer. This provision may not be effective (as a legal matter or otherwise) to protect the Note Guarantees from being avoided under applicable fraudulent transfer laws or may reduce the Guarantor's obligation to an amount that effectively makes the Note Guarantee worthless. In a Florida bankruptcy court decision (which was subsequently reinstated by the United States Court of Appeals for the Eleventh Circuit on different grounds), this kind of provision was found to be ineffective to protect the guarantees.

Finally, as a court of equity, a bankruptcy court may subordinate the claims in respect of the Notes or Note Guarantees to other claims against ERI or the Guarantors, respectively, under the principle of equitable subordination if the court determines that (a) the holder of Notes engaged in some type of inequitable conduct, (b) the inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holders of Notes and (c) equitable subordination is not inconsistent with the provisions of the Bankruptcy Code.

We may not be able to finance a change of control offer as required by the Indenture

Upon (i) the occurrence of a Change of Control (as defined in the Indenture) (if, at such time, the Notes do not have Investment Grade Status (as defined in the Indenture)) or (ii) a Change of Control Triggering Event (as defined in the Indenture) (if, at such time, the Notes have Investment Grade Status), we will be required to offer to repurchase all of the Notes then outstanding at 101% of the principal amount, plus any accrued and unpaid interest to, but not including, the repurchase date as required by the Indenture. Similar provisions also apply with respect to a change of control (as defined therein) under the indentures governing the ERI Senior Notes. Additionally, under our Credit Facility, a change of control (as defined in the Credit Agreement) constitutes an event of default that permits the lenders to accelerate the maturity of borrowings under the Credit Facility and the commitments to lend would terminate. The source of funds for any repurchase of the Notes, any of the ERI Senior Notes and repayment of borrowings under our Credit Facility would be our available cash or cash generated from our subsidiaries' operations or other sources, including borrowings, sales of assets or sales of equity. We may not be able to repurchase the Notes upon a Change of Control or a Change of Control Triggering Event, as applicable, because we may not have sufficient financial resources to purchase all of the Notes that would be tendered upon such a Change of Control or such a Change of Control Triggering Event, as applicable. Our failure to repurchase the Notes upon a Change of Control or a Change of Control Triggering Event, as applicable, would cause a default under the Indenture and a cross-default under the Credit Facility and the indentures governing the ERI Senior Notes. In addition, any of our future debt agreements may contain similar provisions. We cannot assure you that we will have the financial resources available or that we will be permitted by our debt instruments to fulfill these obligations upon the occurrence of a Change of Control or a Change of Control Triggering Event, as applicable, in the future. We may require additional financing from third parties to fund any such purchases, and we may be unable to obtain financing on satisfactory terms or at all. Further, our ability to repurchase the Notes may be limited by law. In order to avoid the obligations to repurchase the Notes and events of default and potential

breaches of the Credit Facility and the indentures governing the ERI Senior Notes, we may have to avoid certain change of control transactions that would otherwise be beneficial to us.

In addition, certain important corporate events, such as leveraged recapitalizations, may not, under the Indenture, constitute a "change of control" or a "change of control triggering event" that would require us to repurchase the Notes, even though those corporate events could increase the level of our indebtedness or otherwise adversely affect our capital structure, credit ratings or the value of the Notes. See "Description of the Exchange Notes—Repurchase at the option of holders—Change of control."

Holders of the Notes may not be able to determine when a change of control giving rise to their right to have the Notes repurchased under a Change of Control or a Change of Control Triggering Event has occurred following a sale of "substantially all" of our assets

One of the circumstances under which a change of control may occur that may require us to repurchase the Notes under a Change of Control or a Change of Control Triggering Event, as applicable, is upon the sale or disposition of "all or substantially all" of our assets. There is no precise established definition of the phrase "substantially all" under applicable law and the interpretation of that phrase will likely depend upon particular facts and circumstances. Accordingly, the ability of a holder of Notes to require us to repurchase its Notes as a result of a sale of less than all of our assets to another person may be uncertain.

You may be required to sell your Notes if any gaming authority finds you unsuitable to hold them

Gaming authorities have the authority generally to require that any beneficial owner of our securities, including the Notes, file an application and be investigated for a finding of suitability. If a record or beneficial owner of a Note is required by any gaming authority to be found suitable, such owner will be required to apply for a finding of suitability within 30 days after request of such gaming authority or within such other time prescribed by such gaming authority. The applicant for a finding of suitability must pay all costs of the investigation for such finding of suitability. If a record or beneficial owner is required to be found suitable and is not found suitable, such record or beneficial owner may be required pursuant to the terms of the Notes or law to dispose of the Notes. See "Description of the Exchange Notes—Gaming redemption."

Certain Risks Related to the Exchange Offer

If you do not properly tender your Existing Notes, you will continue to hold unregistered Existing Notes and your ability to transfer Existing Notes will be adversely affected

We will only issue Exchange Notes in exchange for Existing Notes that are timely received by the Exchange Agent (as defined herein) together with all required documents, including a properly completed and signed letter of transmittal. Therefore, you should allow sufficient time to ensure timely delivery of the Existing Notes and you should carefully follow the instructions on how to tender your Existing Notes. Neither we nor the Exchange Agent are required to tell you of any defects or irregularities with respect to your tender of the Existing Notes. If you do not tender your Existing Notes or if we do not accept your Existing Notes because you did not tender your Existing Notes properly, then, after we consummate the exchange offer, you may continue to hold Existing Notes that are subject to the existing transfer restrictions. In addition, if you tender your Existing Notes for the purpose of participating in a distribution of the Exchange Notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If you are a broker-dealer that receives Exchange Notes for your own account in exchange for Existing Notes that you acquired as a result of market-making activities or any other trading activities, you will be required to acknowledge that you will deliver a prospectus in connection with any resale of such Exchange Notes. After the exchange offer is consummated, if you continue to hold any Existing Notes, you may have difficulty selling them because there will be less Existing Notes

outstanding. In addition, if a large amount of Existing Notes are not tendered or are tendered improperly, the limited amount of Exchange Notes that would be issued and outstanding after we consummate the exchange offer could lower the market price of such Exchange Notes.

Your ability to transfer the Exchange Notes may be limited by the absence of an active trading market

The Exchange Notes are new securities for which there currently is no market. Although the initial purchasers in the private placement of the Existing Notes have informed us that they intend to make a market in the Exchange Notes, they are not obligated to do so and any such market making may be discontinued at any time without notice. In addition, the market making activity may be limited during the pendency of the exchange offer.

Accordingly, there can be no assurance as to the development or liquidity of any market for the Exchange Notes. We do not intend to apply for listing of the Exchange Notes on any securities exchange or for quotation through the Nasdaq National Market.

Markets for non-investment grade debt, such as the Exchange Notes, have historically been subject to disruptions that have caused substantial volatility in the prices of securities similar to the Exchange Notes. We cannot assure you that the market, if any, for the Exchange Notes will be free from similar disruptions, and any such disruptions may adversely affect the prices at which you may sell your Exchange Notes.

USE OF PROCEEDS

We will not receive any proceeds from the issuance of the Exchange Notes in the exchange offer. In consideration for issuing the Exchange Notes as contemplated in this prospectus, we will receive in exchange a like principal amount of Existing Notes, the terms of which are identical in all material respects to the Exchange Notes, except that the Exchange Notes will have a different CUSIP number and will not contain terms with respect to transfer restrictions, registration rights or additional interest upon a failure to fulfill certain obligations under the registration rights agreement. The Existing Notes surrendered in exchange for the Exchange Notes will be retired and cancelled and cannot be reissued. Accordingly, the issuance of the Exchange Notes will not result in any change in our capitalization.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

The Existing Notes were sold to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act. In connection with the sale of the Existing Notes, Escrow Issuer entered into the Registration Rights Agreement with J.P. Morgan Securities LLC, as representative of the initial purchasers of the Existing Notes. On October 1, 2018, we executed a joinder to the Registration Rights Agreement, pursuant to which we agreed to be deemed the issuer under the Registration Rights Agreement, be bound by all the covenants, agreements and acknowledgments applicable to such party and perform all obligations and duties required as an issuer thereunder.

Among other things, the Registration Rights Agreement requires us to register the Exchange Notes under the federal securities laws and offer to exchange the Exchange Notes for the Existing Notes. The Exchange Notes will be issued without a restrictive legend and generally may be resold without registration under the federal securities laws. We are extending the exchange offer to each registered holder of outstanding Existing Notes or persons who hold Existing Notes through The Depository Trust Company ("DTC Participants") in order to comply with the Registration Rights Agreement. Under some circumstances set forth in the Registration Rights Agreement, holders of Existing Notes, including holders who are not permitted to participate in the exchange offer or who may not freely sell Exchange Notes received in the exchange offer, may require us to file and cause to become effective, a shelf registration statement covering resales of the Existing Notes by these holders.

Each broker-dealer that receives Exchange Notes for its own account in exchange for Existing Notes, where such Existing Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. See "Plan of Distribution."

Terms of the Exchange Offer; Period for Tendering Existing Notes

Subject to terms and conditions detailed in this prospectus, we will accept for exchange Existing Notes that are properly tendered on or prior to the Expiration Date and not withdrawn as permitted below. The term "Expiration Date" means midnight, New York City time, , 2019, the twentieth day following the date of this prospectus. We may, however, in our sole discretion, extend the period of time that the exchange offer is open, in which case the term "Expiration Date" will mean the latest time and date to which the exchange offer is extended.

As of the date of this prospectus, $600 million aggregate principal amount of Existing Notes are outstanding. We are sending this prospectus, together with the letter of transmittal, to all registered holders of Existing Notes that we are aware of on the date hereof.

We expressly reserve the right, at any time, to extend the period of time that the exchange offer is open, and delay acceptance for exchange of any Existing Notes, by giving oral (if oral, to be promptly confirmed in writing) or written notice of an extension to the holders of the Existing Notes and the Exchange Agent (as described below). During any extension, all Existing Notes previously tendered will remain subject to the exchange offer and may be accepted for exchange by us. Any Existing Notes not accepted for exchange for any reason will be returned without expense to the tendering holder as promptly as practicable after the expiration or termination of the exchange offer.

Existing Notes tendered in the exchange offer must be in minimum denominations of principal amount of $2,000 and any integral multiple of $1,000 thereof.

We expressly reserve the right to amend or terminate the exchange offer, and not to exchange any Existing Notes, upon the occurrence of any of the conditions to the exchange offer specified under "—Conditions to the Exchange Offer." We will give oral (if oral, to be promptly confirmed in writing) or written notice of any extension, amendment, non-acceptance or termination to the holders of the Existing Notes and the Exchange Agent as promptly as practicable. In the case of any extension, we will notify the trustee and the Exchange Agent and issue a notice by means of a press release or other public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

Shelf Registration Statement

If (i) because of any change in law or in currently prevailing interpretations of the staff of the SEC, we are not permitted to effect the exchange offer, (ii) the exchange offer has not been consummated by August 16, 2019 or (iii) upon receipt of a written request from any of the initial purchasers representing that such initial purchaser holds Existing Notes that are or were ineligible to be exchanged in the exchange offer, then the Company shall file a "shelf" registration statement providing for the registration of, and the sale on a continuous basis by the holders of, all of the Registrable Securities (the "Shelf Registration Statement"). "Registrable Securities" mean the Notes (together with the Guarantees) that may not be sold without restriction under federal or state securities law.

The Registration Rights Agreement provides that we:

(a) will use our reasonable best efforts to cause to be filed the Shelf Registration Statement with the SEC as soon as practicable after the time such obligation to file arises;

(b) will use our reasonable best efforts to cause the Shelf Registration Statement to become or be declared effective under the Securities Act; and

(c) will use our reasonable best efforts to keep such Shelf Registration Statement continuously effective until the Existing Notes cease to be Registrable Securities.

A holder that sells Notes pursuant to the Shelf Registration Statement generally would be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the Registration Rights Agreement which are applicable to such a holder (including certain indemnification obligations). We will provide a copy of the Registration Rights Agreement to prospective investors upon request.

If (i) the exchange offer is not completed on or prior to August 16, 2019, (ii) in the event we are required to file a Shelf Registration Statement and such Shelf Registration Statement is not declared effective on or prior to August 16, 2019, or (iii) in the event we are required to file a Shelf Registration Statement and such Shelf Registration Statement has become effective and thereafter ceases to be effective, or the prospectus contained in such Shelf Registration Statement ceases to be usable at any time during the period in which we are required to keep the Shelf Registration Statement effective pursuant to the terms of the Registration Rights Agreement, and such failure to remain effective or usable (A) exists for more than 30 days in any 12-month period (whether or not consecutive) or (B) occurs on more than two occasions in any 12-month period, then, in each case, commencing on the day thereafter, additional interest shall accrue on the Notes over and above the stated interest at a rate of 0.25% per annum for the first 180 days immediately following such date, such additional interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90-day period up to a maximum increase of 1.00% per annum.

Procedures for Tendering Existing Notes

All of the Existing Notes are held in book-entry form through the facilities of the Depositary Trust Company ("DTC"). Holders who own Existing Notes and wish to exchange them in the exchange offer should follow the instructions below.

Beneficial owners who hold Existing Notes in a brokerage or custodian account through a custodian or nominee, including a broker, dealer, bank or trust company, will need to timely instruct their custodian or nominee to exchange their Existing Notes on or prior to the Expiration Time, in the manner described below (or as otherwise instructed by such custodian or nominee) and upon the terms and conditions set forth in this prospectus and the letter of transmittal. Beneficial owners should refer to any materials forwarded by the custodian or nominee to determine how they can timely instruct their custodian or nominee to take these actions.

In order to participate in the exchange offer, beneficial owners must instruct their nominee or custodian to participate on their behalf. Each beneficial owner's nominee or custodian should arrange for the DTC Participant holding the Existing Notes through its DTC account to submit those Existing Notes for exchange in the exchange offer to the Exchange Agent prior to the Expiration Time.

Beneficial owners who hold their Existing Notes through a broker or bank should ask their broker or bank if they will be charged a fee to exchange their Existing Notes through the broker or bank.

The exchange offer is being conducted using DTC's ATOP procedures. Accordingly, DTC Participants must submit their Existing Notes for exchange in the exchange offer in accordance with DTC's ATOP procedures. Since all Existing Notes must be exchanged by book-entry transfer to the applicable DTC account of the Exchange Agent, the beneficial owner's bank, broker, dealer, trust company, or other nominee must execute exchange through ATOP. Financial institutions that are DTC Participants must execute exchanges through ATOP by transmitting acceptance of the exchange offer to DTC on or prior to the Expiration Time.

DTC will verify acceptance of the exchange offer, execute a book-entry transfer of the exchanged Existing Notes into the applicable DTC account of the Exchange Agent, and send to the Exchange Agent a "book-entry confirmation," which shall include an Agent's Message transmitted by DTC to and received by the Exchange Agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgment from a DTC Participant exchanging Existing Notes that the DTC Participant has received and agrees to be bound by the terms of the letter of transmittal as though a signatory thereof and that the Company may enforce such agreement against the DTC Participant.

Acceptance of Existing Notes for Exchange; Delivery of Exchange Notes

Upon the terms and subject to the conditions of the exchange offer, the acceptance for exchange of Existing Notes validly tendered and not withdrawn and the issuance of the Exchange Notes will be made promptly following the expiration date. For the purposes of the exchange offer, we shall be deemed to have accepted for exchange validly tendered Existing Notes when, as and if we had given notice of acceptance to the Exchange Agent.

The Exchange Agent will act as agent for the tendering holders of Existing Notes for the purposes of receiving Exchange Notes from us and causing the Existing Notes to be assigned, transferred and exchanged. Upon the terms and subject to the conditions of the exchange offer, delivery of Exchange Notes to be issued in exchange for accepted Existing Notes will be made by the Exchange Agent promptly after acceptance of the tendered Existing Notes. Existing Notes not accepted for exchange by us will be returned without expense to the tendering holders or in the case of Existing Notes tendered by book-entry transfer into the Exchange Agent's account at DTC promptly following the expiration date or, if we terminate the exchange offer prior to the expiration date, promptly after the exchange offer is terminated.

Book-Entry Transfer

The Existing Notes were issued as global securities in fully registered form without interest coupons. Beneficial interests in the global securities, held by direct or indirect participants in DTC, are shown on, and transfers of these interests are effected only through, records maintained in book-entry form by DTC with respect to its participants.

The Exchange Agent will establish an account with respect to the book-entry interests at DTC for purposes of the exchange offer promptly after the date of this prospectus. You must deliver your book-entry interest by book-entry transfer to the account maintained by the Exchange Agent at DTC. Any financial institution that is a participant in DTC's systems may make book-entry delivery of book-entry interests by causing DTC to transfer the book-entry interests into the Exchange Agent's account at DTC in accordance with DTC's procedures for transfer.

To validly participate in the exchange offer, DTC Participants must (i) deliver Existing Notes by means of book-entry transfer into the applicable DTC account of the Exchange Agent, (ii) transmit electronic confirmation through ATOP, whereby an Agent's Message will be sent to the Exchange Agent, and (iii) deliver any other required documentation to the Exchange Agent.

By taking these actions with respect to the exchange offer, the holder and his or her custodian or nominee will be deemed to have agreed (i) to the terms and conditions of the exchange offer as set forth in the prospectus and the letter of transmittal and (ii) that the Company and the Exchange Agent may enforce the terms and conditions against such holder and such holder's custodian or nominee.

The Exchange Agent will not accept any exchange materials other than the DTC Participant's Agent's Message.

General Provisions

The method of delivery of Existing Notes and all other documents or instructions including, without limitation, the Agent's Message and the letter of transmittal, is at the beneficial owner's risk. An exchange will be deemed to have been received only when the DTC Participant (i) delivers Existing Notes by means of book-entry transfer into the applicable DTC account of the Exchange Agent, (ii) transmits electronic confirmation through ATOP, whereby an Agent's Message will be sent to the Exchange Agent, and (iii) delivers any other required documentation to the Exchange Agent.

All questions concerning the validity, form, exchanges (including time of receipt), and acceptance of exchanged Existing Notes will be determined by the Company in its sole discretion, which determination will be final and binding. The Company reserves the absolute right to reject any and all exchanges of Existing Notes not in proper form or any Existing Notes the acceptance for exchange of which may, in the opinion of its counsel, be unlawful. The Company also reserves the absolute right to waive any defect or irregularity in exchanges of Existing Notes, whether or not similar defects or irregularities are waived in the case of other tendered securities. The interpretation of the terms and conditions by the Company shall be final and binding on all parties. Unless waived, any defects or irregularities in connection with exchanges of Existing Notes in the exchange offer must be cured within such time as the Company shall determine. None of the Company, the Exchange Agent or any other person will be under any duty to give notification of defects or irregularities with respect to exchanges of Existing Notes in the exchange offer, nor shall any of them incur any liability for failure to give such notification.

Exchanges of Existing Notes in the exchange offer will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Existing Notes received by the Exchange Agent that are not validly exchanged and as to which the defects or irregularities have not been cured or waived will be

returned by the Exchange Agent to the DTC Participant, unless otherwise provided in the letter of transmittal, as soon as practicable following the Expiration Time or the withdrawal or termination of the exchange offer.

Exchanges of Existing Notes in the exchange offer pursuant to any of the procedures described in this prospectus and in the instructions in the letter of transmittal and acceptance of such Existing Notes by the Company will constitute a binding agreement between the holder and the Company upon the terms and conditions of the exchange offer. Any submitted Existing Notes that are not accepted in the exchange offer for any reason will be returned by crediting the account maintained at DTC from which such Existing Notes were submitted.

We have not provided guaranteed delivery provisions in connection with the exchange offer. Existing Notes being exchanged must be delivered to the Exchange Agent in accordance with the procedures described in this prospectus, on or prior to the Expiration Time.

Terms and Conditions of the Letter of Transmittal

The letter of transmittal contains, among other things, the following terms and conditions, which are part of the exchange offer.

The party tendering Existing Notes for Exchange Notes, transfers and exchanges the Existing Notes to us and irrevocably constitutes and appoints the Exchange Agent as the transferor's agent and attorney-in-fact to cause the Existing Notes to be assigned, transferred and exchanged.

The transferor represents and warrants that it has full power and authority to tender, exchange, sell, assign and transfer the Existing Notes, and that, when the same are accepted for exchange, we will acquire good, marketable and unencumbered title to the tendered Existing Notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The transferor also warrants that it will, upon request, execute and deliver any additional documents deemed by us or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of tendered Existing Notes. All authority conferred by the transferor will survive the death or incapacity of the transferor and every obligation of the transferor shall be binding upon the heirs, legal representatives, successors, assigns, executors and administrators of such transferor.

If the transferor is not a broker-dealer, it represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Notes. If the transferor is a broker-dealer that will receive Exchange Notes for its own account in exchange for Existing Notes, it represents that the Existing Notes to be exchanged for Exchange Notes were acquired by it as a result of market-making activities or other trading activities, and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of Exchange Notes acquired in the exchange offer; however, by so acknowledging and by delivering a prospectus, the transferor will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Withdrawal Rights

Existing Notes tendered in the exchange offer may be withdrawn at any time prior to the expiration date.

For a withdrawal to be effective, a written or facsimile transmission of notice of withdrawal must be timely received by the Exchange Agent at its address set forth below under "—Exchange Agent" on or prior to the expiration date. Any notice of withdrawal must specify the person named in the letter of transmittal as having tendered Existing Notes to be withdrawn, the certificate numbers of Existing Notes to be withdrawn, the aggregate principal amount of Existing Notes to be withdrawn (which must be an authorized denomination), that the holder is withdrawing his election to have the Existing Notes exchanged, and the name of the registered

holder of such Existing Notes, if different from that of the person who tendered the Existing Notes. Additionally, the signature on the notice of withdrawal must be guaranteed by an eligible institution (except in the case of Existing Notes tendered for the account of an eligible institution). The Exchange Agent will return the properly withdrawn Existing Notes promptly following receipt of notice of withdrawal. Our determination regarding the validity of notices of withdrawals, including time of receipt, will be final and binding on all parties.

If Existing Notes have been tendered pursuant to the procedures for book-entry transfer, the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawal of Existing Notes, in which case a notice of withdrawal will be effective if delivered to the Exchange Agent by written or facsimile transmission. Withdrawals of tenders of Existing Notes may not be rescinded. Existing Notes properly withdrawn will not be deemed validly tendered for purposes of the exchange offer, but may be retendered at any subsequent time on or prior to the expiration date by following any of the procedures described herein.

Conditions to the Exchange Offer

Notwithstanding any other provision of the exchange offer, or any extension of an exchange offer, we will not be required to issue Exchange Notes with respect to any properly tendered Existing Notes not previously accepted and may terminate the exchange offer (by oral (if oral, to be promptly confirmed in writing) or written notice to the Exchange Agent and by timely public announcement communicated, unless otherwise required by applicable law or regulation, by making a press release) or, at our option, modifying or otherwise amending the exchange offer, if the exchange offer, or the making of any exchange by a note holder, would violate (i) applicable law or (ii) any applicable SEC policy or interpretation of the staff of the SEC.

The foregoing conditions are for our sole benefit and may be asserted by us with respect to all or any portion of the exchange offer regardless of the circumstances (including any action or inaction by us) giving rise to such condition or may be waived by us in whole or in part at any time or from time to time in our sole discretion. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any right, and each right will be deemed an ongoing right which may be asserted at any time or from time to time.

In addition, we will not accept for exchange any Existing Notes tendered, and no Exchange Notes will be issued in exchange for any Existing Notes, if at such time any stop order shall be threatened or in effect with respect to the registration statement of which this Prospectus constitutes a part or qualification under the Trust Indenture Act of 1939, as amended (the “TIA”) of the Indenture.

Exchange Agent

U.S. Bank National Association has been appointed as the Exchange Agent for the exchange offer. All executed letters of transmittal should be directed to the Exchange Agent at the address set forth below. Questions and requests for assistance, requests for additional copies of this prospectus or of the letter of

transmittal and requests for notices of guaranteed delivery should be directed to the Exchange Agent addressed as follows:

By Registered or Certified Mail, Overnight Courier or Regular Mail, or Delivery by Hand:

U.S. Bank National Association

Global Corporate Trust Services
Attn: Corporate Actions
111 Fillmore Ave. East, EP-MN-WS2N
St. Paul, MN 55107
By Facsimile:
For Eligible Institutions only
(651) 466-7372
For Information or Confirmation
by Telephone:
(800) 934-6802

Delivery of the letter of transmittal to an address other than as set forth above or transmission of such letter of transmittal via facsimile other than as set forth above does not constitute a valid delivery.

Solicitations of Tenders; Expenses

We have not retained any dealer-manager or similar agent in connection with the exchange offer and will not make any payments to brokers, dealers or others for soliciting acceptances of the exchange offer. We will, however, pay the Exchange Agent reasonable and customary fees for its services and will reimburse it for reasonable out-of-pocket expenses. We will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding tenders for their customers. We will pay for the expenses incurred in connection with the exchange offer, including the fees and expenses of the Exchange Agent and printing, accounting and legal fees.

No person has been authorized to give any information or to make any representations in connection with the exchange offer other than those contained in this prospectus. If given or made, information or representations should not be relied upon as having been authorized by us. Neither the delivery of this prospectus nor any exchange made based upon this prospectus shall, under any circumstance, create any implication that there has been no change in our affairs since the respective dates as of which information is given. The exchange offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Existing Notes in any jurisdiction in which the making of the exchange offer or the acceptance of the exchange offer would not be in compliance with the laws of such jurisdiction. However, we may, at our discretion, take such action as we deem necessary to make the exchange offer in any such jurisdiction and extend the exchange offer to holders of Existing Notes in such jurisdiction. In any jurisdiction of which the securities laws or blue sky laws require the exchange offer to be made by a licensed broker or dealer, the exchange offer is being made on our behalf by one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

Appraisal Rights

Holders of Existing Notes will not have dissenters' rights or appraisal rights in connection with the exchange offer.

Other

Participation in the exchange offer is voluntary and holders should carefully consider whether to accept. Holders of the Existing Notes are urged to consult their financial and tax advisors in making their own decisions on what action to take.

As a result of the making of, and upon acceptance for exchange of all validly tendered Existing Notes pursuant to the terms of this exchange offer, we will have fulfilled a covenant contained in the Registration Rights Agreement. Holders of the Existing Notes who do not tender their certificates in the exchange offer will continue to hold such certificates and will be entitled to all the rights and limitations under the Indenture pursuant to which the Existing Notes were issued, except for any such rights under the Registration Rights Agreement which by their terms terminate or cease to have further effect as a result of the making of this exchange offer. All untendered Existing Notes will continue to be subject to the restrictions on transfer set forth in the Existing Notes and the Indenture. To the extent that Existing Notes are tendered and accepted in the exchange offer, the trading market, if any, for any Existing Notes that remain outstanding could be adversely affected.

We may in the future seek to acquire untendered Existing Notes in open market or privately negotiated transactions, through a subsequent exchange offer or otherwise. We have no present plan to acquire any Existing Notes which are not tendered in the exchange offer.

Consequences of Exchanging or Failing to Exchange Outstanding Notes

If you do not exchange your Existing Notes for Exchange Notes in the exchange offer, your Existing Notes will continue to be subject to the provisions of the Indenture regarding transfer and exchange of the Existing Notes and the restrictions on transfer of the Existing Notes described in the legend on your certificates. These transfer restrictions are required because the Existing Notes were issued under an exemption from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, the Existing Notes may not be offered or sold unless registered under the Securities Act, except under an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not plan to register the Existing Notes under the Securities Act.

Based on interpretations by the staff of the SEC, as set forth in no-action letters issued to third parties, we believe that the Exchange Notes you receive in the exchange offer may be offered for resale, resold or otherwise transferred without compliance with the registration and prospectus delivery provisions of the Securities Act. However, you will not be able to freely transfer the Exchange Notes if:

- you are our “affiliate,” as defined in Rule 405 under the Securities Act,
- you are not acquiring the Exchange Notes in the exchange offer in the ordinary course of your business,
- you have an arrangement or understanding with any person to participate in the distribution, as defined in the Securities Act, of the Exchange Notes you will receive in the exchange offer,
- you are holding Existing Notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering, or
- you are a broker-dealer that received Exchange Notes for its own account in the exchange offer in exchange for Existing Notes that were acquired as a result of market-making or other trading activities.

We do not intend to request the SEC to consider, and the SEC has not considered, the exchange offer in the context of a similar no-action letter. As a result, we cannot guarantee that the staff of the SEC would make a similar determination with respect to the exchange offer as in the circumstances described in the no-action letters discussed above. Each holder, other than a broker-dealer, must acknowledge that it is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes and has no arrangement or understanding to participate in a distribution of the Exchange Notes. If you are our affiliate, are engaged in or intend to engage in a distribution of the Exchange Notes or have any arrangement or understanding with respect to the distribution of the Exchange Notes you will receive in the exchange offer, you may not rely on the applicable interpretations of the staff of the SEC and you must comply with the registration and

prospectus delivery requirements of the Securities Act in connection with any resale transaction involving the Exchange Notes. If you are a participating broker-dealer, you must acknowledge that you will deliver a prospectus in connection with any resale of the Exchange Notes. In addition, to comply with state securities laws, you may not offer or sell the Exchange Notes in any state unless they have been registered or qualified for sale in that state or an exemption from registration or qualification is available and is complied with. The offer and sale of the Exchange Notes to "qualified institutional buyers" (as defined in Rule 144A of the Securities Act) is generally exempt from registration or qualification under state securities laws. We do not plan to register or qualify the sale of the Exchange Notes in any state where an exemption from registration or qualification is required and not available.

DESCRIPTION OF THE EXCHANGE NOTES

You can find the definitions of certain terms used in this description under the caption "—Certain Definitions." In this description, the words "we," "us," "our" or "Issuer" refer only to Eldorado Resorts, Inc. and not to any of its Subsidiaries.

Escrow Issuer issued the Existing Notes under the Indenture. On October 1, 2018, we executed a Supplemental Indenture to the Indenture, pursuant to which we assumed all of Escrow Issuer's obligations under the Existing Notes and the Indenture. We will issue the Exchange Notes under the Indenture. The terms of the Exchange Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "TIA"). The terms of the Exchange Notes are identical in all material respects to the Existing Notes except that, upon completion of the exchange offer, the transfer restrictions and registration rights relating to the Existing Notes will not apply to the Exchange Notes.

The following description is a summary of the material provisions of the Indenture. It does not restate such agreement in its entirety. We urge you to read the Indenture because it, and not this description, defines your rights as holders of the Exchange Notes. Certain defined terms used in this description but not defined below under "—Certain Definitions" have the meanings assigned to them in the Indenture.

The registered holder of a Note will be treated as the owner of it for all purposes. Only registered holders will have rights under the Indenture.

Brief description of the Exchange Notes and the Note Guarantees

The Exchange Notes

- will be general senior unsecured obligations of the Issuer;
- will rank *pari passu* in right of payment with all of our existing and future senior Indebtedness, including the Senior Credit Facilities, the Existing ERI Notes Indentures and the Lumiere Note;
- will rank senior in right of payment to any existing and future subordinated Indebtedness of the Issuer;
- will be effectively subordinated in right of payment to all of our existing and future secured Indebtedness, including the Existing Credit Facility and the Lumiere Note, to the extent of the value of the assets securing such Indebtedness; and
- will be unconditionally guaranteed by the Guarantors.

The Note Guarantees

The Exchange Notes will be jointly and severally guaranteed by the Guarantors. The Exchange Note Guarantees:

- will be general senior unsecured obligations of the applicable Guarantor;
- will rank *pari passu* in right of payment to all of the applicable Guarantor's existing and future senior Indebtedness, including the applicable Guarantor's guarantees under the Senior Credit Facilities and the Existing ERI Notes Indentures;
- will rank senior in right of payment to any existing and future subordinated Indebtedness of the applicable Guarantor;
- will be effectively subordinated to all secured Indebtedness of each Guarantor, including the applicable Guarantor's guarantees under the Senior Credit Facilities, to the extent of the value of the assets securing such Indebtedness; and

- will be structurally subordinated to all liabilities of any Subsidiary of a Guarantor that is not a Guarantor.

The Existing ERI Notes Indentures, the Indenture and the Senior Credit Facilities permit us and the Guarantors to incur additional indebtedness, including secured indebtedness. The Notes and the Note Guarantees are effectively subordinated to our obligations and the obligations of the Guarantors under the Senior Credit Facilities and any future secured indebtedness that we or the Guarantors incur, to the extent of the value of the collateral securing the Senior Credit Facilities or such other indebtedness. See "Risk factors—Risks related to the Notes and our substantial indebtedness and other obligations—Despite our current indebtedness levels and payment obligations under the Master Lease, we and our subsidiaries may still incur significant additional indebtedness. Incurring more indebtedness could increase the risks associated with our substantial indebtedness."

All of our Subsidiaries (excluding Capri Insurance Company) are currently "Restricted Subsidiaries" and are subject to the restrictive covenants in the Indenture. All of our Subsidiaries that guarantee the Senior Credit Facilities will guarantee the Notes. Additionally, under the circumstances described below under the caption "—Certain covenants—Designation of restricted and unrestricted subsidiaries," we will be permitted to designate certain of the Restricted Subsidiaries as "Unrestricted Subsidiaries." Our Unrestricted Subsidiaries and subsidiaries or other entities owned by our Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the Indenture and will not guarantee the Notes.

Principal, Maturity and Interest

The Notes are issued in the aggregate principal amount of $600.0 million. The Issuer may issue additional Notes ("*Additional Notes*") under the Indenture from time to time after this offering. Any issuance of Additional Notes is subject to compliance with all of the covenants in the Indenture, including the covenant described below under the caption "—Certain Covenants—Incurrence of indebtedness and issuance of preferred stock." The Exchange Notes offered hereby and any Additional Notes subsequently issued under the Indenture will be treated as a single class for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. The Notes and any Additional Notes will be substantially identical with respect to redemption and matters requiring approval of the holders of the Notes and will benefit on a *pari passu* basis from the Note Guarantees. The Issuer will issue Notes in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. The Notes will mature on September 15, 2026. Interest on the Notes will accrue at the rate of 6.000% per annum and will be payable semi-annually in arrears on March 15 and September 15, commencing on March 15, 2019. Interest on overdue principal and interest will accrue at a rate that is 1% per annum higher than the then applicable interest rate on the Notes. The Issuer will make each interest payment to the holders of record on the immediately preceding March 1 and September 1, respectively.

Interest on the Notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of receiving payments on the Notes

If a holder of Notes has given wire transfer instructions to the Issuer, the Issuer will pay all principal, interest and premium, if any, on that holder's Notes in accordance with those instructions. All other payments on the Notes will be made at the office or agency of the paying agent and registrar within the contiguous United States unless the Issuer elects to make interest payments by check mailed to the noteholders at their addresses set forth in the register of holders.

Paying agent and registrar for the Notes

The trustee will initially act as paying agent and registrar. The Issuer may change the paying agent or registrar without prior notice to the holders of the Notes, and the Issuer or any of its Subsidiaries may act as paying agent or registrar.

Transfer and exchange

A holder may transfer or exchange Notes in accordance with the provisions of the Indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of Notes. Holders will be required to pay all taxes due on transfer. The Issuer and the registrar will not be required to transfer or exchange any Note selected for redemption. Also, the Issuer and the registrar will not be required to transfer or exchange any note for a period of 15 days before a selection of Notes to be redeemed. Any transferred Notes may be subject to mandatory disposition pursuant to Gaming Laws in certain circumstances. See "Gaming redemption."

Note guarantees

The Existing Notes are guaranteed, and the Exchange Notes will be guaranteed, on a senior unsecured basis by each of our Restricted Subsidiaries that guarantee the Senior Credit Facilities. In the future, any Restricted Subsidiary that is a Domestic Subsidiary, other than any Immaterial Subsidiary, will become a Guarantor, as described under "Certain Covenants—Additional Note Guarantees." A Subsidiary will not be an Immaterial Subsidiary to the extent it guarantees or otherwise provides credit support for any Indebtedness of the Issuer or another Guarantor. These Note Guarantees will be joint and several senior unsecured obligations of the Guarantors.

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person, other than the Issuer or another Guarantor, unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) either:

(a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under its Note Guarantee and the Indenture pursuant to a supplemental indenture in form satisfactory to the trustee; or

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture.

The Note Guarantee of a Guarantor will be released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Restricted Subsidiary of the Issuer, if the sale or other disposition does not violate the "Asset Sale" provisions of the Indenture;

(2) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Restricted Subsidiary of the Issuer, if the sale or other disposition does not violate the "Asset Sale" provisions of the Indenture and the Guarantor ceases to be a Restricted Subsidiary of the Issuer as a result of the sale or other disposition;

(3) if the Issuer designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the Indenture;

(4) upon legal defeasance, covenant defeasance or satisfaction and discharge of the Indenture as provided below under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge"; or

(5) upon the dissolution of a Guarantor if its assets are distributed to the Issuer or another Guarantor.

See "—Repurchase at the option of holders—Asset sales."

Optional redemption

At any time prior to September 15, 2021, the Issuer may on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes issued under the Indenture, upon not less than 30 nor more than 60 days' prior written notice to the holders and the trustee, at a redemption price equal to 106.000% of the principal amount of the Notes redeemed, plus accrued and unpaid interest and Additional Interest, if any, to the date of redemption (subject to the rights of holders of Notes on the relevant record date to receive interest on the relevant interest payment date), with the net cash proceeds of an Equity Offering by the Issuer; *provided* that:

(1) at least 65% of the aggregate principal amount of Notes originally issued under the Indenture (excluding Notes held by the Issuer and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs prior to 180 days after the date of the closing of such Equity Offering.

At any time prior to September 15, 2021, the Issuer, at its option, may on one or more occasions redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' prior written notice to the holders and the trustee, at a redemption price equal to 100% of the principal amount of Notes redeemed *plus* the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption (subject to the rights of holders of Notes on the relevant record date to receive interest due on the relevant payment date).

Except pursuant to the two preceding paragraphs, the Notes will not be redeemable at the Issuer's option prior to September 15, 2021. On or after September 15, 2021, the Issuer may on any one or more occasions redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' prior written notice to the holders and the trustee, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest and Additional Interest, if any, on the Notes redeemed, to the applicable date of redemption, if redeemed during the twelve-month period beginning on September 15 of the years indicated below (subject to the rights of holders of Notes on the relevant record date to receive interest on the relevant interest payment date):

Year	Percentage
2021	104.500%
2022	103.000%
2023	101.500%
2024 and thereafter	100.000%

Unless the Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

Notice of redemption of any Notes given under the Indenture may be conditional.

Mandatory redemption

The Issuer is not required to make mandatory repayments or sinking fund payments with respect to the Notes.

Gaming redemption

Each holder, by accepting a Note, shall be deemed to have agreed that, if any Gaming Authority requires that a person who is a holder or the beneficial owner of Notes be registered, licensed, qualified or found suitable under applicable Gaming Laws, such holder or beneficial owner, as the case may be, shall apply for a license, qualification or a finding of suitability in accordance with such Gaming Laws. If such Person fails to apply or become registered, licensed or qualified or is found unsuitable, the Issuer shall have the right, at its option:

(1) to require such Person to dispose of its Notes or beneficial interest therein within 30 days of receipt of notice of the Issuer's election or such earlier date as may be requested or prescribed by such Gaming Authority; or

(2) to redeem such Notes, upon not less than 30 days' prior written notice to the holders and the trustee (or such earlier date as may be requested or prescribed by such Gaming Authority), at a redemption price equal to:

(a) the lesser of:

(i) the Person's cost for such Notes, plus accrued and unpaid interest and Additional Interest, if any, to the earlier of the date of redemption or the date of the finding of unsuitability or failure to comply; and

(ii) 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, to the earlier of the date of redemption or the date of the finding of unsuitability or failure to comply; or

(b) such other amount as may be required by applicable law or order of the Gaming Authority.

The Issuer shall notify the trustee in writing of any such disqualified holder status or redemption as soon as practicable. Neither the Issuer nor the Trustee shall be responsible for any costs or expenses any holder or beneficial owner may incur in connection with its registration, application for a license, qualification or a finding of suitability, or any renewal or continuation of the foregoing or compliance with any other requirement of a Gaming Authority. Those costs and expenses will be the obligations of the holder or beneficial owner, as applicable.

Repurchase at the option of holders

Change of control

If (i) a Change of Control (if, at the Change of Control Time, the Notes do not have Investment Grade Status) or (ii) a Change of Control Triggering Event (if, at the Change of Control Time, the Notes have Investment Grade Status), occurs, each holder of Notes will have the right to require the Issuer to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of that holder's Notes pursuant to a Change of Control Offer on the terms set forth in the Indenture. In the Change of Control Offer, the Issuer will offer a Change of Control Payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest and Additional Interest, if any, on the Notes repurchased to the date of purchase, subject to the rights of holders of Notes on the relevant record date to receive interest due on the relevant interest payment date. Within ten business days following any Change of Control, the Issuer will mail a notice to each holder and the trustee (or send electronically in accordance with the applicable procedures of DTC in the case of notes in global form) describing the transaction or transactions

that constitute the Change of Control and offering to repurchase Notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is sent, pursuant to the procedures required by the Indenture and described in such notice. The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of such compliance.

On the Change of Control Payment Date, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

The paying agent will promptly send to each holder of Notes properly tendered the Change of Control Payment for such Notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry in accordance with the applicable procedures of DTC) to each holder a new note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require the Issuer to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the holders of the Notes to require that the Issuer repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the Indenture as described above under the caption "—Optional redemption," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditioned upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

If holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Issuer, or any third party making a Change of Control Offer in lieu of the Issuer as described above, purchases all of the Notes validly tendered and not withdrawn by such holders, the Issuer or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to, but not including, the date of redemption (subject to the right of holders of record of Notes on the relevant record date to receive interest due on the relevant interest payment date).

The definition of "Change of Control" includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of the Issuer and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Notes to require the Issuer to repurchase its Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Issuer and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Asset sales

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Issuer (or such Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration received in the Asset Sale by the Issuer or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on the Issuer's most recent consolidated balance sheet, of the Issuer or any Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation or indemnity agreement that releases the Issuer or such Restricted Subsidiary from or indemnifies against further liability;

(b) any securities, notes or other obligations received by the Issuer or any such Restricted Subsidiary from such transferee that are within 180 days following the closing of such Asset Sale converted by the Issuer or such Restricted Subsidiary into cash, to the extent of the cash actually so received;

(c) any Designated Non-Cash Consideration received by the Issuer or such Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (c) that is at the time outstanding, not to exceed $150.0 million at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value; and

(d) any stock or assets of the kind referred to in clauses (2), (3) or (4) of the next paragraph of this covenant.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale, the Issuer (or the applicable Restricted Subsidiary, as the case may be) may apply such Net Proceeds:

(1) to permanently repay, prepay, redeem or purchase:

(a) obligations under (i) the Senior Credit Facilities (and, other than with respect to proceeds from the Designated Asset Sale, permanently reduce commitments with respect thereto) and (ii) other secured Indebtedness of the Issuer, if applicable (other than any Disqualified Stock), or secured Indebtedness of a Guarantor; and/or

(b) Obligations under the Indenture, the Notes and the Note Guarantees or any other Pari Passu Debt of the Issuer or any Guarantor; provided that if the Issuer or any Restricted Subsidiary shall so

repay or prepay any such other Pari Passu Debt, the Issuer will reduce (or offer to reduce) Obligations under the Indenture, the Notes and the Note Guarantees on a pro rata basis (based on the amount so applied to such repayments or prepayments) by, at its option, (i) redeeming Notes pursuant to Article 3 of the Indenture, (ii) making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all holders to purchase their Notes at a purchase price of at least 100% of the principal amount thereof, plus the amount of accrued but unpaid interest and Additional Interest, if any, thereon up to the principal amount of Notes to be repurchased or (iii) purchasing Notes through privately negotiated transactions or open market purchases, in a manner that complies with the Indenture and applicable securities law;

(2) to acquire all or substantially all of the assets of, or any Capital Stock of, another Permitted Business, if, after giving effect to any such acquisition of Capital Stock, the Permitted Business is or becomes a Restricted Subsidiary of the Issuer;

(3) to improve real property or make a capital expenditure;

(4) to acquire other assets that are used or useful in a Permitted Business; or

(5) any combination of the foregoing;

provided, *however*, that if the Issuer or any Restricted Subsidiary contractually commits within such 365-day period to apply the Net Proceeds within 180 days of such contractual commitment in accordance with any of the above clauses (1) through (5), and such Net Proceeds are subsequently applied as contemplated by such contractual commitment, then the requirement for the application of Net Proceeds set forth in this paragraph shall be considered satisfied.

Pending the final application of any Net Proceeds, the Issuer (or the applicable Restricted Subsidiary) may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds from Asset Sales in any manner that is not prohibited by the Indenture.

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the second paragraph of this covenant will constitute "*Excess Proceeds*." Within twenty (20) business days after the aggregate amount of Excess Proceeds exceeds $75.0 million, the Issuer will make an offer (an "*Asset Sale Offer*") to all holders of Notes (with a copy to the trustee) and all holders of other Pari Passu Debt containing provisions similar to those set forth in the Indenture with respect to offers to purchase, prepay or redeem with the proceeds of sales of assets to purchase, prepay or redeem the maximum principal amount of Notes and such other Pari Passu Debt (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith) that may be purchased, prepaid or redeemed out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount, plus accrued and unpaid interest and Additional Interest, if any, to the date of purchase, prepayment or redemption, subject to the rights of holders of Notes on the relevant record date to receive interest due on the relevant interest payment date, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Issuer may use those Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and other Pari Passu Debt tendered into (or required to be prepaid or redeemed in connection with) such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the Notes and such other Pari Passu Debt to be purchased on a *pro rata* basis or by lot (and, in the case of notes in global form, in accordance with the applicable procedures of DTC), based on the amounts tendered or required to be prepaid or redeemed (with such adjustments as may be deemed appropriate by the Issuer so that only Notes in minimum denominations of $2,000, or an integral multiple of $1,000 in excess thereof, will be left outstanding). Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection

with each repurchase of Notes pursuant to a Change of Control Offer or an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control or Asset Sale provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control or Asset Sale provisions of the Indenture by virtue of such compliance.

The agreements governing other Indebtedness of the Issuer and its Restricted Subsidiaries, including the Senior Credit Facilities, the Indenture and the Existing ERI Notes Indentures, contain, and future agreements will likely contain, prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale. The exercise by the holders of Notes of their right to require the Issuer to repurchase the Notes upon a Change of Control or Asset Sale could cause a default under these other agreements, even if the Change of Control or Asset Sale itself does not, due to the financial effect of such repurchases on the Issuer. In the event a Change of Control or Asset Sale occurs at a time when the Issuer is prohibited from purchasing Notes, the Issuer could seek the consent of its lenders to the purchase of Notes or could attempt to refinance the borrowings that contain such prohibition. If the Issuer does not obtain a consent or repay those borrowings, the Issuer will remain prohibited from purchasing Notes. In that case, the Issuer's failure to purchase tendered Notes would constitute an Event of Default under the Indenture which could, in turn, constitute a default under the other indebtedness. Finally, the Issuer's ability to pay cash to the holders of Notes upon a repurchase may be limited by the Issuer's then existing financial resources. See "Risk factors— Risks related to the Notes and our substantial indebtedness and other obligations—We may not be able to finance a change of control offer as required by the Indenture."

Selection and notice

If less than all of the Notes are to be redeemed at any time, the trustee will select Notes for redemption on a *pro rata* basis or by lot (or, in the case of Notes issued in global form as discussed under "—Book Entry, Delivery and Form," based on a method that most nearly approximates a *pro rata* selection in accordance with the applicable procedures of DTC) unless otherwise required by law or applicable stock exchange or depositary requirements.

No Notes of $2,000 or less can be redeemed in part. The Issuer will mail notices of redemption by first class mail (or send such notices electronically in accordance with the applicable procedures in the case of Notes in global form) at least 30 but not more than 60 days before the redemption date to each holder of Notes to be redeemed at its registered address (with a copy to the trustee), except that redemption notices may be sent more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount of that Note that is to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note will be issued in the name of the holder of Notes upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of Notes called for redemption unless the Issuer defaults in the payment of the redemption price.

Financial calculations for Limited Condition Acquisitions

When calculating the availability under any basket or ratio under the Indenture, in each case in connection with a Limited Condition Acquisition and other transactions in connection therewith (including any incurrence or issuance of Indebtedness, Disqualified Stock or preferred stock and the use of proceeds thereof), the date of determination of such basket or ratio and of any Default or Event of Default may, at the option of the Issuer, be the date the definitive agreement(s) for such Limited Condition Acquisition is entered into. Any

such ratio or basket shall be calculated on a pro forma basis, including with such adjustments as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio," after giving effect to such Limited Condition Acquisition and other transactions in connection therewith (including any incurrence or issuance of Indebtedness, Disqualified Stock or preferred stock and the use of proceeds thereof) as if they had been consummated at the beginning of the applicable period for purposes of determining the ability to consummate any such Limited Condition Acquisition; *provided* that if the Issuer elects to make such determination as of the date of such definitive agreement(s), then (x) the Issuer shall be deemed to be in compliance with such ratios or baskets solely for purposes of determining whether the Limited Condition Acquisition and other transactions in connection therewith (including any incurrence or issuance of Indebtedness, Disqualified Stock or preferred stock and the use of proceeds thereof), is permitted under the Indenture, and (y) such ratios or baskets shall not be tested at the time of consummation of such Limited Condition Acquisition or related transactions; provided, further, that if the Issuer elects to have such determinations occur at the time of entry into such definitive agreement(s), any such transactions (including any incurrence or issuance of Indebtedness, Disqualified Stock or preferred stock and the use of proceeds thereof) shall be deemed to have occurred on the date the definitive agreement(s) is entered into and shall be deemed outstanding thereafter for purposes of calculating any ratios or baskets under the Indenture after the date of such definitive agreement(s) and before the consummation of such Limited Condition Acquisition, unless such definitive agreement(s) is terminated or such Limited Condition Acquisition or incurrence or issuance of Indebtedness, Disqualified Stock or preferred stock or such other transaction to which pro forma effect is being given does not occur.

Certain covenants

Changes in covenants when Notes rated investment grade

Set forth below are certain covenants contained in the Indenture. During any period of time that:

(1) the Notes have Investment Grade Status, and

(2) no Default or Event of Default has occurred and is continuing under the Indenture with respect to the Notes,

the Issuer and its Restricted Subsidiaries will not be subject to the provisions of the Indenture with respect to the Notes described under "—Repurchase at the option of holders—Asset sales," "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock" and "—Certain covenants—Restricted payments" (collectively, the "*Suspended Covenants*"); *provided*, *that* with respect to those covenants that will remain in effect (the "*Effective Covenants*"), references in such Effective Covenants to clauses in the Suspended Covenants will be deemed to continue to exist for purposes of interpretation of the Effective Covenants.

In the event that the Issuer and its Restricted Subsidiaries are not subject to the Suspended Covenants with respect to the Notes for any period of time as a result of the preceding sentence and, subsequently, at least one of the two designated Rating Agencies withdraws its rating or assigns the Notes a rating below the required Investment Grade Ratings (such date, the "*Reversion Date*"), then the Issuer and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants for the benefit of the Notes. The period of time between the date of the suspension of the covenants and the Reversion Date is referred to as the "*Suspension Period*."

On each Reversion Date, all Indebtedness incurred, or Disqualified Stock or preferred stock issued, during the Suspension Period will be classified as having been incurred or issued pursuant to the first paragraph of the covenant described under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock" or one of the clauses set forth in the second paragraph of the covenant described under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock" (to the extent such Indebtedness or Disqualified Stock or Preferred Stock would be permitted to be Incurred or issued

thereunder as of the Reversion Date and after giving effect to Indebtedness Incurred or issued prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness or Disqualified Stock or Preferred Stock would not be so permitted to be incurred or issued pursuant to the first paragraph or the second paragraph of the covenant described below under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock," such Indebtedness or Disqualified Stock or Preferred Stock will be deemed to have been Existing Indebtedness, so that it is classified as permitted under clause (2) of the second paragraph of the covenant described below under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock."

Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under the reinstated covenant "—Certain covenants—Restricted payments" covenant will be made as though such covenant had been in effect since October 1, 2018 and throughout the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the first paragraph of "—Certain covenants—Restricted payments." Notwithstanding that the Suspended Covenants may be reinstated, no Default or Event of Default will be deemed to have occurred on the Reversion Date solely as a result of any actions taken by the Issuer or its Restricted Subsidiaries during the Suspension Period. For purposes of "—Repurchase at the option of holders—Asset sales," on the Reversion Date, the unutilized Excess Proceeds amount will be reset to zero.

In the event that the Issuer and its Restricted Subsidiaries are not subject to the Suspended Covenants with respect to the Notes for any period of time as described above, during such period no Restricted Subsidiary may be designated as an Unrestricted Subsidiary.

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Status.

Restricted payments

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of the Issuer's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Issuer or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Issuer's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Issuer and other than dividends or distributions payable to the Issuer or a Restricted Subsidiary of the Issuer);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Issuer, any direct or indirect parent of the Issuer or any Restricted Subsidiary) any Equity Interests of the Issuer or any Restricted Subsidiary (other than Disqualified Stock within one year of the Stated Maturity thereof or any such Equity Interests held by the Issuer, any direct or indirect parent of the Issuer or a Restricted Subsidiary of the Issuer);

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of an Issuer or any Guarantor that is contractually subordinated to the Notes or to any Note Guarantee (excluding any intercompany Indebtedness between or among the Issuer and any of its Restricted Subsidiaries), except a payment of interest or principal at the Stated Maturity thereof or a purchase, repurchase, or other acquisition of Indebtedness subordinated in right of payment to the Notes or any Note Guarantee made in contemplation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such purchase, redemption or other acquisition; or

(4) make any Restricted Investment

(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "*Restricted Payments*"), unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence of such Restricted Payment;

(b) the Issuer would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock"; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and its Restricted Subsidiaries since the date of the Indenture (excluding Restricted Payments permitted by clauses (2) through (15) of the next succeeding paragraph), is less than the sum, without duplication, of:

(1) 50% of the Consolidated Net Income of the Issuer for the period (taken as one accounting period) from the beginning of the fiscal quarter in which the Notes are initially issued to the end of the Issuer's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); *plus*

(2) 100% of the fair market value of the aggregate net proceeds received by the Issuer since the date of the Indenture as a contribution to its equity capital or from the issue or sale of Qualifying Equity Interests of the Issuer or from the issue or sale of convertible or exchangeable Disqualified Stock of the Issuer or convertible or exchangeable debt securities of the Issuer, in each case that have been converted into or exchanged for Qualifying Equity Interests of the Issuer (other than Qualifying Equity Interests and convertible or exchangeable Disqualified Stock or debt securities sold to a Subsidiary of the Issuer); *plus*

(3) to the extent that any Restricted Investment that was made after the date of the Indenture is (a) sold or otherwise cancelled, liquidated or repaid for value, or results in, or is otherwise returned or reduced by, the payment of principal, interest, dividends or distributions, or repayments of loans or advances, or other transfers of assets, or the satisfaction, release, expiration, cancellation or reduction (other than by means of payments by the Issuer or a Restricted Subsidiary) of Indebtedness or other obligations (including any such Indebtedness or other obligations guaranteed by the Issuer or any of its Restricted Subsidiaries), or any payments under management contracts or services agreements, or (b) made in an entity that subsequently becomes a Restricted Subsidiary of the Issuer or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary, the amount of any such cash payment or the Fair Market Value of any such Property so received in a transaction described in clause (a) and, in the case of clause (b) the Fair Market Value of such Restricted Investment; *plus*

(4) to the extent that any Unrestricted Subsidiary of the Issuer designated as such after the date of the Indenture is redesignated as a Restricted Subsidiary after the date of the Indenture, the Fair Market Value of the Issuer's Restricted Investment in such Subsidiary as of the date of such redesignation; *plus*

(5) 100% of any dividends or distributions received in cash and 100% of the Fair Market Value of any Property received in any such dividend or distribution by the Issuer or a Restricted Subsidiary after the date of the Indenture from an Unrestricted Subsidiary of the Issuer, to the extent that such dividends were not otherwise included in the Consolidated Net Income of the Issuer for such period.

The preceding provisions will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable repurchase, redemption, defeasance or other acquisition or retirement within 60 days after the date of declaration of the dividend or giving of the notice of repurchase, redemption, defeasance or other acquisition or retirement, as the case may be, if at the date of declaration or notice, the dividend or repurchase, redemption, defeasance or other acquisition or retirement would have complied with the provisions of the Indenture;

(2) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Issuer) of, Equity Interests of the Issuer (other than Disqualified Stock) or from the substantially concurrent contribution of equity capital to the Issuer; *provided* that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will not be considered to be net proceeds of Qualifying Equity Interests for purposes of clause (c)(2) of the preceding paragraph and will not be considered to be net cash proceeds from an Equity Offering for purposes of the "Optional Redemption" provisions of the Indenture;

(3) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary of the Issuer to the holders of its Equity Interests on a *pro rata* basis;

(4) the repurchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness of an Issuer or any Guarantor that is contractually subordinated to the Notes or to any Note Guarantee or any Disqualified Stock of the Issuer or any Restricted Subsidiary thereof (including all accrued interest on the Indebtedness, all accrued and unpaid dividends on Disqualified Stock, and the amount of all penalties, fees, costs, expenses, discounts and premiums incurred in connection therewith and any original issue discount or debt issuance costs with respect thereto) in exchange for or with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(5) the payment of amounts necessary to repurchase Indebtedness or Equity Interests of the Issuer or any Restricted Subsidiary to the extent required by any Gaming Authority having jurisdiction over the Issuer or any Restricted Subsidiary or deemed necessary by the Board of Directors of the Issuer in order to avoid the suspension, revocation or denial of a gaming license by that Gaming Authority;

(6) the repurchase of Equity Interests deemed to occur upon the exercise, conversion or exchange of stock options, warrants, other rights to acquire Equity Interests or other convertible or exchangeable securities if such Equity Interests represent all or a portion of the exercise price thereof or upon the grant, vesting or exercise of restricted stock, restricted stock units or similar equity incentives to satisfy tax withholding or similar tax obligations with respect thereto;

(7) the payment, by the Issuer, of cash in lieu of the issuance of fractional shares upon the exercise of any option, warrant or similar instrument or upon the conversion or exchange of Equity Interests of the Issuer;

(8) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Issuer or any preferred stock of any Restricted Subsidiary of the Issuer issued on or after the date of the Indenture in accordance with the Fixed Charge Coverage Ratio test described below under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock";

(9) the repurchase, redemption or other acquisition or retirement for value of any Indebtedness of an Issuer or any Guarantor that is unsecured or is contractually subordinated to the Notes or to any Note Guarantee or Disqualified Stock or preferred stock, in each case that is required to be repurchased or redeemed pursuant to provisions similar to those described under the captions "Repurchase at the option of holders —Change of control" or "—Repurchase at the option of holders—Asset sales"; *provided* that, prior to such repurchase, a redemption or other acquisition or retirement for value, an Asset Sale Offer or Change of Control Offer shall have been made and all Notes tendered and not withdrawn by holders in

such Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased (up to the maximum amount of Notes required to be so purchased, in the case of an Asset Sale Offer);

(10) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Issuer or any Restricted Subsidiary of the Issuer held by any current or former officer, director, employee or consultant (or family members, spouses or former spouses, heirs of, estates of or trusts formed by such persons) of the Issuer or any of its Restricted Subsidiaries pursuant to any equity subscription agreement, stock option agreement, employment agreement, severance agreement, shareholders' agreement or similar agreement; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed $10.0 million in any twelve-month period;

(11) any payments made, or the performance of any transactions, in each case, as described in the Final Offering Memorandum under the heading "Use of proceeds";

(12) the distribution, as a dividend or otherwise, of Equity Interests of, or Indebtedness owed to the Issuer or a Restricted Subsidiary by, Unrestricted Subsidiaries;

(13) payment of consideration pursuant to, and the performance of all other transactions contemplated by, the terms of the Merger Agreement;

(14) any Restricted Payment, so long as (i) immediately before and after giving effect to such Restricted Payment no Event of Default has occurred and is continuing and (ii) after giving effect to such Restricted Payment, the Consolidated Leverage Ratio of the Issuer on a pro forma basis is less than 3.50 to 1.00; and

(15) so long as no Default or Event of Default has occurred and is continuing, other Restricted Payments in an aggregate amount not to exceed $300.0 million since the date of the Indenture.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment.

For purposes of determining compliance with this covenant, in the event that a Restricted Payment or Investment meets the criteria of more than one of the categories described in clauses (1) through (15) above, or is permitted pursuant to the first paragraph of this covenant or pursuant to any of clauses (1) through (21) of the definition of "Permitted Investments," the Issuer will be entitled to classify such Restricted Payment (or, in each case, portion thereof) on the date of its payment or later reclassify such Restricted Payment (or, in each case, portion thereof) in any manner that complies with this covenant.

Incurrence of indebtedness and issuance of preferred stock

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "*incur*") any Indebtedness (including Acquired Debt), and the Issuer will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided*, *however*, that the Issuer may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and the Guarantors may incur Indebtedness (including Acquired Debt) or issue preferred stock, if the Fixed Charge Coverage Ratio for the Issuer's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or such preferred stock is issued, as the case may be, would have been at least 2.00 to 1.00, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or the preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of this covenant will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "*Permitted Debt*"):

(1) the incurrence by the Issuer or any Guarantor (and/or the guarantee thereof by the Issuer or any Guarantor) of Indebtedness and letters of credit under the Senior Credit Facilities or other Credit Facilities; *provided* that the aggregate principal amount of all such Indebtedness outstanding under this clause (1) as of any date of incurrence (after giving pro forma effect to the application of the proceeds of such incurrence), including all Permitted Refinancing Indebtedness incurred to repay, redeem, extend, refinance, renew, replace, defease or refund any Indebtedness incurred pursuant to this clause (1), shall not exceed the greater of (i) $2.7 billion and (ii) 4.0 times Consolidated EBITDA of the Issuer and its Restricted Subsidiaries for the twelve-month period ended at the end of the most recent fiscal quarter for which financial statements are available, to be reduced dollar-for-dollar by the aggregate amount of all Net Proceeds from Asset Sales applied by the Issuer or any of its Restricted Subsidiaries to permanently repay Indebtedness under the Credit Facilities pursuant to the covenant described above under the caption "—Repurchase at the option of holders—Asset sales";

(2) the incurrence by the Issuer and its Restricted Subsidiaries of the Existing Indebtedness;

(3) the incurrence by the Issuer and the Guarantors of Indebtedness represented by the Notes to be issued on the date of the Indenture and the related Note Guarantees and any Exchange Notes (and guarantees thereof) issued in exchange for the initial Notes pursuant to the Registration Rights Agreement (other than any Additional Notes and the related Note Guarantees);

(4) the incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, FF&E Financing, mortgage financings or purchase money obligations or other Indebtedness, in each case, incurred in connection with capital expenditures or for the purpose of financing all or any part of the purchase price or cost of design, construction, installation, renovation, repair, expansion, refurbishment or improvement of property, plant or equipment used or useful in the business of the Issuer or any of its Restricted Subsidiaries, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4) not to exceed the greater of $400.0 million and 12% of Consolidated Tangible Assets;

(5) the incurrence by the Issuer or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge, any Indebtedness (other than intercompany Indebtedness) that was permitted by the Indenture to be incurred under the first paragraph of this covenant or clauses (2), (3), (5) or (15) of this paragraph;

(6) the incurrence by the Issuer or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Issuer and any of its Restricted Subsidiaries; *provided*, *however*, that

(a) if the Issuer or any Guarantor is the obligor on such Indebtedness and the payee is not the Issuer or a Guarantor, such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the Notes, in the case of an Issuer, or the Note Guarantee, in the case of a Guarantor; and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Issuer or a Restricted Subsidiary of the Issuer and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Issuer or a Restricted Subsidiary of the Issuer, will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Issuer or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the issuance by any of the Issuer's Restricted Subsidiaries to the Issuer or to any of its Restricted Subsidiaries of shares of preferred stock; *provided*, *however*, that (a) any subsequent issuance or transfer

of Equity Interests that results in any such preferred stock being held by a Person other than the Issuer or a Restricted Subsidiary of the Issuer and (b) any sale or other transfer of any such preferred stock to a Person that is not either the Issuer or a Restricted Subsidiary of the Issuer, will be deemed, in each case, to constitute an issuance of such preferred stock by such Restricted Subsidiary that was not permitted by this clause (7);

(8) the incurrence by the Issuer or any of its Restricted Subsidiaries of Hedging Obligations in the ordinary course of business;

(9) the guarantee by an Issuer or any of the Guarantors of Indebtedness of the Issuer or a Restricted Subsidiary of the Issuer to the extent that the guaranteed Indebtedness was permitted to be incurred by another provision of this covenant; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the Notes, then the Guarantee must be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(10) the incurrence by the Issuer or any of the Guarantors of Indebtedness in respect of bid, payment or other performance bonds, surety bonds, release, appeal and similar bonds, statutory obligations, workers' compensation claims, self-insurance obligations and bankers' acceptances in the ordinary course of business, and reimbursement obligations in respect of the foregoing;

(11) the incurrence by the Issuer or any of the Guarantors of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five business days;

(12) the incurrence by the Issuer or any of its Restricted Subsidiaries arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(13) the incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness deemed to exist pursuant to the terms of a joint venture agreement as a result of a failure of the Issuer or such Restricted Subsidiary to make a required capital contribution therein; *provided* that the only recourse on such Indebtedness is limited to the Issuer's or such Restricted Subsidiary's equity interests in the related joint venture;

(14) Indebtedness arising from agreements of the Issuer or any of its Restricted Subsidiaries providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with the acquisition or disposition of any business, assets or a subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or subsidiary for the purpose of financing that acquisition; *provided* that: (a) such Indebtedness is not reflected at the time of such incurrence or assumption on the balance sheet of the Issuer or any of its Restricted Subsidiaries (contingent obligations referred to in a footnote or footnotes to financial statements and not otherwise reflected on the balance sheet will not be deemed to be reflected on that balance sheet for purposes of this clause (a)); and (b) in the case of a disposition, the maximum assumable liability in respect of that Indebtedness shall at no time exceed the gross proceeds including non-cash proceeds (the fair market value of those non-cash proceeds being measured at the time received and without giving effect to any subsequent changes in value), actually received by the Issuer and/or that Restricted Subsidiary in connection with that disposition;

(15) Acquired Debt and other Indebtedness of Persons outstanding on the date on which such Person became a Restricted Subsidiary or was acquired by, or merged into, the Issuer or any of its Restricted Subsidiaries or incurred or issued to finance a merger consolidation or other acquisition; *provided, however*, that at the time such Person is acquired, either (i) the Issuer would have been able to incur at least $1.00 of additional Indebtedness pursuant to the first paragraph of this covenant on a pro forma basis after giving effect to the incurrence of such Acquired Debt or Indebtedness pursuant to this clause (15) or (ii) on a pro forma basis, the Fixed Charge Coverage Ratio of the Issuer and its Restricted Subsidiaries would be higher than such ratio immediately prior to such acquisition or merger;

(16) the incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (16) not to exceed the greater of $400.0 million and 12.0% of Consolidated Tangible Assets;

(17) (i) Indebtedness representing deferred compensation to employees of the Issuer or any of its Restricted Subsidiaries incurred in the ordinary course of business, and (ii) Indebtedness consisting of obligations of the Issuer or any of its Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with any Investment permitted under "Certain covenants—Restricted payments";

(18) Indebtedness consisting of the financing of insurance premiums;

(19) Indebtedness owed to Capri Insurance Company in respect of premiums and reserves in an aggregate principal amount not to exceed $25.0 million at any one time outstanding; and

(20) prior to the redemption of such Indebtedness pursuant to an irrevocable notice of redemption delivered on the Escrow Release Date, the Existing Refinanced Indebtedness.

For purposes of determining compliance with this "Incurrence of indebtedness and issuance of preferred stock" covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (20) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, the Issuer will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant. Indebtedness under the Senior Credit Facilities will initially be deemed to have been incurred on such date in reliance on the exception provided by clause (1) of the definition of "Permitted Debt." If obligations in respect of letters of credit are incurred pursuant to a Credit Facility and relate to other Indebtedness, then such letters of credit shall be treated as incurred pursuant to clause (1) of the definition of "Permitted Debt." Except as provided in the preceding sentence, Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included.

In connection with the incurrence or issuance, as applicable, of (x) revolving loan Indebtedness under this covenant or (y) any commitment relating to the incurrence or issuance of Indebtedness, Disqualified Stock or preferred stock under this covenant and the granting of any Lien to secure any such Indebtedness, the Issuer or the applicable Restricted Subsidiary may designate such incurrence or issuance and the granting of any such Lien as having occurred on the date of first incurrence or issuance of such revolving loan Indebtedness or commitment (such date, the "*Deemed Date*"), and any related subsequent actual incurrence or issuance or granting of any such Lien therefor will be deemed for all purposes under the Indenture to have been incurred or issued and granted on such Deemed Date, including, without limitation, for purposes of calculating the Fixed Charge Coverage Ratio and usage of any other baskets or ratios under the Indenture (as applicable).

The accrual of interest or preferred stock dividends, the accretion or amortization of original issue discount, the payment of interest on, or fees with respect to, any Indebtedness in the form of additional Indebtedness with the same terms, the reclassification of preferred stock as Indebtedness due to a change in accounting principles, and the payment of dividends on preferred stock or Disqualified Stock in the form of additional shares of the same class of preferred stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of preferred stock or Disqualified Stock for purposes of this covenant; *provided*, in each such case, that the amount of any such accrual, accretion or payment shall be included in Fixed Charges of the Issuer as accrued. For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be utilized, calculated based on the relevant

currency exchange rate in effect on the date such Indebtedness was incurred. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Issuer or any Restricted Subsidiary may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness determined on a constant yield to maturity basis over time, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, in the case of any other Indebtedness;

(3) in the case of a Guarantee of Indebtedness, the maximum amount of the Indebtedness guaranteed under such Guarantee; and

(4) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:

(a) the Fair Market Value of such assets subject to such Lien at the date of determination; and

(b) the amount of the Indebtedness of the other Person secured by such Lien.

Liens

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or assume any Lien, except a Permitted Lien on or with respect to any of its property or assets including any shares of stock or Indebtedness of any Restricted Subsidiary, whether owned on the issue date or thereafter acquired, or any income, profits or proceeds therefrom, unless: in the case of any Lien securing Indebtedness that is subordinate in right of payment to the Notes or the Guarantees, the Notes or the Guarantees are secured by a Lien on such property, assets or proceeds that is senior in priority to such Lien, as long as such Indebtedness is secured by such Lien; and in all other cases, the Notes or the Guarantees, as the case may be, are secured on an equal and ratable basis with the obligations secured by such Lien for so long as such obligations are secured by such Lien.

For purposes of determining compliance with this covenant, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens (or any portion thereof) described in the definition of “Permitted Liens” or pursuant to the first paragraph of this covenant but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens (or any portion thereof) described in the definition of “Permitted Liens” or pursuant to the first paragraph of this covenant, the Issuer may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred or issued at such later time), such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant and at the time of incurrence, issuance, classification or reclassification will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the categories of permitted Liens (or any portion thereof) described in the definition of “Permitted Liens” or pursuant to the first paragraph of this covenant and, in such event, such Lien securing such item of Indebtedness (or any portion thereof) will be treated as being incurred, issued or existing pursuant to only such clause or clauses (or any portion thereof) or pursuant to the first paragraph hereof without giving pro forma effect to such item (or portion thereof) when calculating the amount of Liens or Indebtedness that may be incurred or issued pursuant to any other clause or paragraph (or portion thereof) at such time. In addition, with respect to any revolving loan Indebtedness or commitment relating to the incurrence or issuance of Indebtedness that is designated to be incurred or issued on any date pursuant to the fourth paragraph of the covenant described under “Incurrence of indebtedness and issuance of preferred stock,” any Lien that does or that shall secure such Indebtedness may also be designated

by the Issuer or any Restricted Subsidiary to be incurred on such date and, in such event, any related subsequent actual incurrence of such Lien shall be deemed for all purposes under the Indenture to be incurred on such prior date, including for purposes of calculating usage of any "Permitted Lien."

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence or issuance of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "*Increased Amount*" of any Indebtedness shall mean any increase in the amount of such Indebtedness that is not deemed to be an incurrence of Indebtedness for purposes of the covenant entitled "Incurrence of indebtedness and issuance of preferred stock."

Dividend and other payment restrictions affecting restricted subsidiaries

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Issuer or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to the Issuer or any of its Restricted Subsidiaries;

(2) make loans or advances to the Issuer or any of its Restricted Subsidiaries; or

(3) sell, lease or transfer any of its properties or assets to the Issuer or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements in effect on the date of the Indenture and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are not, in the good faith determination of the Board of Directors of the Issuer, materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the date of the Indenture;

(2) the Indenture, the Notes and the Note Guarantees;

(3) agreements governing other Indebtedness permitted to be incurred under the provisions of the covenant described above under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock" and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the restrictions therein are not, in the good faith determination of the Issuer, materially more restrictive, taken as a whole, than those contained in the Indenture, the Notes and the Note Guarantees;

(4) applicable law, rule, regulation or order, including without limitation restrictions imposed by Gaming Authorities;

(5) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Issuer or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the Indenture to be incurred;

(6) customary non-assignment provisions in contracts, licenses and leases entered into in the ordinary course of business;

(7) purchase money obligations for property acquired in the ordinary course of business and Capital Lease Obligations that impose restrictions on the property purchased or leased of the nature described in clause (3) of the preceding paragraph;

(8) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending its sale or other disposition;

(9) any restriction or encumbrance contained in contracts for the sale of assets to be consummated in accordance with the Indenture solely in respect of the assets to be sold pursuant to such contract;

(10) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not, in the good faith determination of the Board of Directors of the Issuer, materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(11) Liens permitted to be incurred under the provisions of the covenant described above under the caption "—Liens" that limit the right of the debtor to dispose of the assets subject to such Liens;

(12) agreements in existence with respect to a Restricted Subsidiary at the time it becomes a Restricted Subsidiary; *provided*, *however*, that such agreements are not entered into in anticipation or contemplation thereof;

(13) provisions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements (including agreements entered into in connection with a Restricted Investment), which limitation is applicable only to the assets that are the subject of such agreements;

(14) restrictions on cash or other deposits or net worth made to secure letters of credit or surety or other bonds issued in connection therewith or imposed by customers or suppliers under contracts entered into in the ordinary course of business;

(15) Credit Facilities that, taken as a whole, are, in the good faith determination of the Board of Directors of the Issuer, customary for Credit Facilities of Persons engaged in a Permitted Business; and

(16) encumbrances or restrictions on the type referred to in clause (3) in the first paragraph of this covenant above with respect to the Master Lease and any Additional Lease and the applicable properties subject thereto.

Merger, consolidation or sale of assets

The Issuer will not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Issuer is the surviving entity), or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Issuer and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Issuer is the surviving entity; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, conveyance or other disposition has been made (the "*Successor*") is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia; and, if such entity is not a corporation, a co-obligor of the Notes is a corporation organized or existing under any such laws;

(2) the Successor (if other than the Issuer), assumes all the obligations of the Issuer under the Notes, the Indenture and the Registration Rights Agreement pursuant to agreements in form reasonably satisfactory to the trustee;

(3) immediately after such transaction, no Default or Event of Default exists; and

(4) the Issuer or the Successor would, on the date of such transaction after giving *pro forma* effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable

four-quarter period (a) be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock"; or (b) have had a Fixed Charge Coverage Ratio equal to or greater than the actual Fixed Charge Coverage Ratio for the Issuer for such four quarter period.

In addition, the Issuer will not, directly or indirectly, lease all or substantially all of the properties and assets of it and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to any other Person.

Upon any sale, assignment, transfer, conveyance or other disposition of all or substantially all of the Issuer's and its Restricted Subsidiaries' assets, taken as a whole, in compliance with the provisions of this "Merger, consolidation or sale of assets" covenant, the Issuer will be released from the obligations under the Notes and the Indenture except with respect to any obligations that arise from, or are related to, such transaction.

This "Merger, consolidation or sale of assets" covenant will not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among the Issuer and its Restricted Subsidiaries. Clauses (3) and (4) of the first paragraph of this covenant will not apply to (1) any merger or consolidation of the Issuer with or into one of its Restricted Subsidiaries for any purpose or (2) with or into an Affiliate solely for the purpose of reincorporating the Issuer in another jurisdiction.

Transactions with affiliates

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Issuer involving aggregate payments or consideration in excess of $5.0 million (each, an "*Affiliate Transaction*") unless:

(1) the Affiliate Transaction is on terms that are no less favorable to the Issuer or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with an unrelated Person; and

(2) the Issuer delivers to the trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $20.0 million, a resolution of the Board of Directors of the Issuer set forth in an Officer's Certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of the Issuer.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any indemnification or employment, consultancy, advisory, severance or separation agreement, employee benefit plan or any similar arrangement, including any issuances of securities, loans or other payments, grants or awards, in each case in respect of or to employees, officers, directors, advisors or consultants entered into by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business and payments pursuant thereto;

(2) transactions between or among the Issuer and/or its Restricted Subsidiaries;

(3) management agreements (including tax management arrangements arising out of, or related to, the filing of a consolidated tax return) entered into, consistent with past practice, by the Company or any Restricted Subsidiary, on the one hand, and an Unrestricted Subsidiary or other entity, on the other hand,

pursuant to which the Company or such Restricted Subsidiary controls the day-to-day operations of such entity;

(4) transactions with a Person (other than an Unrestricted Subsidiary of the Issuer) that is an Affiliate of the Issuer solely because the Issuer owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(5) payment of reasonable and customary fees and reimbursements of expenses (pursuant to indemnity arrangements or otherwise) of officers, directors, employees or consultants of the Issuer or any of its Restricted Subsidiaries;

(6) any issuance of Equity Interests (other than Disqualified Stock) of the Issuer to Affiliates of the Issuer;

(7) Permitted Investments and Restricted Payments that do not violate the provisions of the Indenture described above under the caption "— Restricted payments";

(8) loans or advances to employees in the ordinary course of business not to exceed $1.0 million in the aggregate at any one time outstanding;

(9) so long as no Event of Default has occurred and is continuing, (x) the payment of any management, consulting or other fees for similar services for the management of the Issuer or any of its Subsidiaries due under any management agreement in an aggregate amount not to exceed $1.5 million per fiscal year and (y) any consulting agreements with any Person that is an Affiliate of the Issuer or any of its Subsidiaries; that any such consulting agreement includes fair and reasonable terms no less favorable to the Issuer or such Subsidiary, as the case may be, than the Issuer or such Subsidiary would obtain in a comparable arm's length transaction with a Person that is not an Affiliate;

(10) any transaction pursuant to any contract or arrangement in existence on the date the Notes were first issued, including the Merger Agreement, or any amendment thereto or any transaction contemplated thereby (including pursuant to any amendment thereto) or by any renewal, replacement, supplement or modification thereof so long as any such amendment, renewal, replacement, supplement or modification is not more disadvantageous to the holders in any material respect taken as a whole as compared to the original agreement or arrangement as in effect on the date the Notes are first issued as determined in good faith by the Board of Directors of the Issuer;

(11) transactions with persons who have entered into an agreement, contract or arrangement with the Issuer or any of its Restricted Subsidiaries to manage, own or operate a Gaming Facility because the Issuer and its Restricted Subsidiaries have not received the requisite approvals of the Gaming Authorities or are otherwise not permitted to manage, own or operate such Gaming Facility under applicable Gaming Laws; *provided* that such transactions shall have been approved by a majority of the disinterested members of the Issuer's Board of Directors (or by the audit committee or any committee of the Board of Directors consisting of disinterested members of the Board of Directors) and determined by them to be in the best interests of the Issuer;

(12) transactions with customers, clients, suppliers, contractors, landlords, lessors, lessees, licensors, licensees, joint venture or development partners or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture which are fair to the Issuer and its Restricted Subsidiaries taken as a whole, in the determination of the Issuer's Board of Directors (or by the audit committee or any committee of the Board of Directors) or management, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(13) transactions with joint ventures and Subsidiaries thereof and Unrestricted Subsidiaries relating to the provision of management services, overhead, sharing of customer lists and customer loyalty programs or that are approved by a majority of the disinterested members of the Issuer's Board of Directors (or by the

audit committee or any committee of the Board of Directors consisting of disinterested members of the Board of Directors) (a director shall be disinterested if he or she has no interest in such joint venture or Unrestricted Subsidiary other than through the Issuer and its Restricted Subsidiaries); *provided* that no Affiliate of the Issuer (other than the Issuer's Restricted Subsidiaries) has an interest (other than indirectly through the Issuer and other than Unrestricted Subsidiaries or such joint ventures) in any such joint venture or Unrestricted Subsidiary;

(14) any transaction with respect to which the Issuer or any of its Restricted Subsidiaries obtains an opinion as to the fairness to the Issuer or such Restricted Subsidiary, as applicable, of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing;

(15) any investments in and other customary transactions with (a) Capri Insurance Company to the extent the same pertain to the provision of insurance coverage, historical practice, are required by applicable law or prudent insurance underwriting principles or (b) IOC-PA, L.L.C. consistent with historical practice; and

(16) transactions between the Issuer or any Restricted Subsidiary and any Person, which is an Affiliate solely due to a director or directors of such Person (or a parent company of such Person) also being a director of the Issuer; *provided*, *however*, that any such director abstains from voting as a director of the Issuer on any matter involving such other Person.

Business activities

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Permitted Businesses, except to such extent as would not be material to the Issuer and its Restricted Subsidiaries taken as a whole.

No layering

The Issuer will not, and will not permit any Guarantor to, incur or suffer to exist Indebtedness that is contractually subordinated in right of payment to any other Indebtedness of the Issuer or such Guarantor, as the case may be, unless such Indebtedness is also contractually subordinated in right of payment to the Notes or such Guarantor's Note Guarantee, as the case may be.

Additional Note guarantees

If the Issuer or any of its Restricted Subsidiaries acquires or creates another Domestic Subsidiary after the date of the Indenture, then that newly acquired or created Domestic Subsidiary will become a Guarantor and execute a supplemental indenture in form satisfactory to the trustee within fifteen (15) business days after the date on which it was acquired or created (or such longer period of time as may be required to obtain any necessary approvals under applicable Gaming Laws or other regulatory requirements). The Issuer shall use commercially reasonable efforts to obtain all approvals of any Gaming Authority necessary to permit a Domestic Subsidiary to become a Guarantor as promptly as practicable.

Designation of restricted and unrestricted subsidiaries

The Board of Directors of the Issuer may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Issuer and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "— Restricted payments" or under one or more clauses of the definition of "Permitted Investments," as determined by the Issuer. That designation will

only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of the Issuer may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

Reports

Whether or not required by the SEC, so long as any Notes are outstanding, the Issuer will furnish to the trustee:

(1) within 90 days after the end of each fiscal year, annual reports of the Issuer containing the information that would have been required to be contained in an Annual Report on Form 10-K under the Exchange Act if the Issuer had been a reporting company under the Exchange Act, including (A) "Management's Discussion and Analysis of Financial Condition and Results of Operations" and (B) audited financial statements prepared in accordance with GAAP;

(2) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, quarterly reports of the Issuer containing the information that would have been required to be contained in a Quarterly Report on Form 10-Q under the Exchange Act if the Issuer had been a reporting company under the Exchange Act, including (A) "Management's Discussion and Analysis of Financial Condition and Results of Operations" and (B) unaudited quarterly financial statements prepared in accordance with GAAP and reviewed pursuant to Statement on Auditing Standards No. 100 (or any successor provision); and

(3) within 5 business days after the occurrence of each event that would have been required to be reported in a Current Report on Form 8-K under the Exchange Act if the Issuer had been a reporting company under the Exchange Act, current reports containing substantially all of the information that would have been required to be contained in a Current Report on Form 8-K under the Exchange Act if the Issuer had been a reporting company under the Exchange Act; *provided*, *however*, that no such current report will be required to be furnished if the Issuer determines in its good faith judgment that such event is not material to noteholders or the business, assets, operations, financial positions or prospects of the Issuer and its Restricted Subsidiaries, taken as a whole;

provided, that such distribution requirements shall be deemed to have been satisfied if the Issuer files all such information meeting the above requirements within the applicable time periods with the SEC through the SEC's Electronic Data Gathering, Analysis, and Retrieval System (EDGAR) (or any successor system);

provided further, *however*, that all such reports (A) will not be required to comply with Section 302 or Section 404 of the Sarbanes-Oxley Act of 2002, or related Items 307 and 308 of Regulation S-K promulgated by the SEC, or Item 10(e) of Regulation S-K (with respect to any non-GAAP financial measures contained therein), (B) will not be required to contain the separate financial information for Guarantors contemplated by Rule 3-10 or Rule 3-16 of Regulation S-X promulgated by the SEC, (C) will only be required to include limited executive compensation disclosure consisting of a summary compensation table (including any equity awards), a description of employment agreements with officers and a description of any incentive plans and (D) will not be required to include exhibits that would otherwise be required to be filed pursuant to Item 601 of Regulation S-K.

In addition, the Issuer shall furnish to noteholders, prospective investors, broker-dealers and securities analysts, upon their request, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act so long as the Notes are not freely transferable under the Securities Act.

Master Lease

Neither the Company nor Tenant (with respect to the Master Lease) or any tenant under an Additional Lease (with respect to any Additional Lease), will terminate or allow or consent to the termination of the

Master Lease or such Additional Lease, as applicable, or will enter into any amendment, waiver or modification to the Master Lease or such Additional Lease, as applicable that would materially impair the ability of the Company to satisfy its obligations to make payments on the Notes. No tenant shall transfer its rights or obligations under the Master Lease or any Additional Lease, as applicable, to any Person other than to the Company or a Guarantor (or a Person that becomes a Guarantor in connection with such transaction pursuant to the terms of the Indenture); *provided*, *however*, that no such transfer shall be permitted under the Indenture unless expressly permitted under the Master Lease or such Additional Lease or consented to in writing by the applicable Landlord.

Events of default and remedies

Each of the following is an "*Event of Default*":

(1) default for 30 days in the payment when due of interest (including Additional Interest) on the Notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on, the Notes;

(3) failure by the Issuer or any of its Restricted Subsidiaries to comply with the provisions described under the caption "—Certain Covenants—Merger, consolidation or sale of assets";

(4) subject to the last paragraph of this covenant, failure by the Issuer or any of its Restricted Subsidiaries for 60 days after notice to the Issuer by the trustee or the holders of at least 25% in aggregate principal amount of the Notes then outstanding (with a copy to the trustee if given by the holders) voting as a single class to comply with any of the other agreements in the Indenture;

(5) default under any mortgage, Indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Issuer or any of its Restricted Subsidiaries), whether such Indebtedness or Guarantee now exists, or is created after the date of the Indenture, if that default:

(a) is caused by a failure to pay principal of, or interest or premium, if any, on, such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "*Payment Default*"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $100.0 million or more;

(6) failure by the Issuer or any of its Restricted Subsidiaries to pay final judgments entered by a court or courts of competent jurisdiction in an uninsured aggregate amount in excess of $100.0 million, which judgments are not paid, waived, satisfied, discharged or stayed for a period of 60 days;

(7) except as permitted by the Indenture, any Note Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Guarantor, or any Person acting on behalf of any Guarantor, denies or disaffirms its obligations under its Note Guarantee;

(8) certain events of bankruptcy or insolvency described in the Indenture with respect to the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of its Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary; and

(9) after the effectiveness thereof, the Master Lease or any Additional Lease shall terminate or otherwise cease to be effective, other than upon the expiration or termination thereof with respect to any

particular property or properties pursuant to the Master Lease or an amendment, waiver or modification of the Master Lease or any Additional Lease not prohibited by "—Certain Covenants—Master Lease."

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Issuer, any Restricted Subsidiary of the Issuer that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Issuer that, taken together, would constitute a Significant Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in aggregate principal amount of the then outstanding Notes (with a copy to the trustee if given by the holders) may declare all the Notes to be due and payable immediately.

Subject to certain limitations, holders of a majority in aggregate principal amount of the then outstanding Notes may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the Notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal, interest or premium, if any.

Subject to the provisions of the Indenture relating to the duties of the trustee, in case an Event of Default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any holders of Notes unless such holders have offered to the trustee indemnity or security satisfactory to the trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest when due, no holder of a Note may pursue any remedy with respect to the Indenture or the Notes unless:

(1) such holder has previously given the trustee notice that an Event of Default is continuing;

(2) holders of at least 25% in aggregate principal amount of the then outstanding Notes have requested the trustee to pursue the remedy;

(3) such holders have offered the trustee reasonable security or indemnity against any loss, liability or expense;

(4) the trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and

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

The holders of a majority in aggregate principal amount of the then-outstanding Notes by notice to the trustee may, on behalf of the holders of all of the Notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest or premium, if any, on, or the principal of, the Notes.

The Issuer is required to deliver to the trustee annually a statement regarding compliance with the Indenture. Upon becoming aware of any Default or Event of Default, the Issuer is required to deliver to the trustee a statement specifying such Default or Event of Default.

Notwithstanding clause (4) of the first paragraph of this covenant, except as provided in the second to last sentence of this paragraph, the sole remedy for any failure to comply by the Issuer with the covenant described under the caption "—Reports" shall be the payment of liquidated damages as described in the following sentence, such failure to comply shall not constitute an Event of Default, and Holders of the Notes shall not have any right under the Indenture to accelerate the maturity of the Notes as a result of any such failure to comply. If a failure to comply by the Issuer with the covenant described under the caption "—Reports" continues for 60 days after the Issuer receives notice of such failure to comply in accordance

with clause (4) of the first paragraph of this covenant (such notice, the "*Reports Default Notice*"), and is continuing on the 60th day following the Issuer's receipt of the Reports Default Notice, the Issuer will pay liquidated damages to all Holders of Notes at a rate per annum equal to 0.25% of the principal amount of the Notes from the 60th day following the Issuer's receipt of the Reports Default Notice to but not including the earlier of (x) the 121st day following the Issuer's receipt of the Reports Default Notice and (y) the date on which the failure to comply by the Issuer with the covenant described under the caption "—Reports" shall have been cured or waived. On the earlier of the dates specified in the immediately preceding clauses (x) and (y), such liquidated damages will cease to accrue. If the failure to comply by the Issuer with the covenant described under the caption "—Reports" shall not have been cured or waived on or before the 121st day following the Issuer's receipt of the Reports Default Notice, then the failure to comply by the Issuer with the covenant described under the caption "—Reports" shall on such 121st day constitute an Event of Default. A failure to comply with the covenant described under the caption "—Reports" automatically shall cease to be continuing and shall be deemed cured at such time as the Issuer furnishes to the trustee the applicable information or report (it being understood that the availability of such information or report on the Commission's EDGAR service (or any successor thereto) shall be deemed to satisfy the Issuer's obligation to furnish such information or report to the trustee); *provided*, *however*, that the trustee shall have no obligation whatsoever to determine whether or not such information, documents or reports have been filed pursuant to the EDGAR service (or its successor).

No personal liability of directors, partners, members, officers, employees and stockholders

No director, partner, member, officer, employee, incorporator or stockholder of the Issuer or any Guarantor, as such, will have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

The Issuer may at any time, at the option of its Board of Directors evidenced by a resolution set forth in an Officer's Certificate, elect to have all of its obligations discharged with respect to the outstanding Notes and all obligations of the Guarantors discharged with respect to their Note Guarantees ("*Legal Defeasance*") except for:

(1) the rights of holders of outstanding Notes to receive payments in respect of the principal of, or interest or premium, if any, on, such Notes when such payments are due from the trust referred to below;

(2) the Issuer's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee, and the Issuer's and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Issuer may, at its option and at any time, elect to have the obligations of the Issuer and the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers and Asset Sale Offers) that are described in the Indenture ("*Covenant Defeasance*") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the Notes. In the event of a Covenant Defeasance, all Events of Default described under "—Events of Default and Remedies" above (except those relating to payments on the Notes or bankruptcy, receivership, rehabilitation or insolvency events) will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Issuer must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the Notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, or interest and premium, if any, on, the outstanding Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be, and the Issuer must specify whether the Notes are being defeased to such stated date for payment or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuer must deliver to the trustee an opinion of counsel who is reasonably acceptable to the trustee confirming that (a) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer must deliver to the trustee an opinion of counsel who is reasonably acceptable to the trustee confirming that the holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from transactions occurring substantially contemporaneously with the borrowing of funds, or from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness), and the granting of Liens to secure such borrowings);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the Indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which the Issuer or any of the Guarantors is a party or by which the Issuer or any of the Guarantors is bound;

(6) the Issuer must deliver to the trustee an Officer’s Certificate stating that the deposit was not made by the Issuer with the intent of preferring the holders of Notes over the other creditors of the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or others; and

(7) the Issuer must deliver to the trustee an Officer’s Certificate and an opinion of counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, supplement and waiver

Except as provided in the next two succeeding paragraphs, the Indenture or the Notes or the Note Guarantees may be amended or supplemented with the consent of the holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing Default or Event of Default or compliance with any provision of the Indenture or the Notes or the Note Guarantees may be waived with the consent of the holders of a majority in aggregate principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes).

Without the consent of each holder of Notes affected, an amendment, supplement or waiver may not (with respect to any Notes held by a non-consenting holder):

(1) reduce the principal amount of Notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any Note or the premium payable in connection with a redemption of the Notes;

(3) reduce the rate of or change the time for payment of interest, including default interest, on any Note;

(4) waive a Default or Event of Default in the payment of principal of, or interest or premium, if any, on, the Notes (except a rescission of acceleration of the Notes by the holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(5) make any Note payable in money other than that stated in the Notes;

(6) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of holders of Notes to receive payments of principal of, or interest or premium, if any, on, the Notes;

(7) waive a redemption payment with respect to any Note (other than a payment required by one of the covenants described above under the caption "—Repurchase at the option of holders");

(8) contractually subordinate the Notes or the Guarantees to any other Indebtedness; or

(9) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any holder of Notes, the Issuer, the Guarantors and the trustee may amend or supplement the Indenture, the Notes or the Note Guarantees:

(1) to cure any ambiguity, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of the Issuer's or a Guarantor's obligations to holders of Notes and Note Guarantees in the case of a merger or consolidation or sale of all or substantially all of the Issuer's or such Guarantor's assets, as applicable;

(4) to comply with the rules of any applicable securities depository;

(5) to make any change that would provide any additional rights or benefits to the holders of Notes and, in each case, the release, suspension or termination thereof, or that does not adversely affect the legal rights under the Indenture of any such holder;

(6) to conform the text of the Indenture, the Notes or the Note Guarantees to any provision of the Description of the Notes contained in the Final Offering Memorandum dated as of September 6, 2018 (the "Final Offering Memorandum") delivered in connection with the Existing Notes to the extent that such provision in such Description of the Notes was intended to be a verbatim recitation of a provision of the Indenture, the Notes or the Note Guarantees which intent may be evidenced by an Officer's Certificate to that effect;

(7) to release the Note Guarantee of a Guarantor in accordance with the terms of the Indenture;

(8) to allow any Guarantor to execute a supplemental Indenture and/or a Note Guarantee with respect to the Notes;

(9) to provide for the issuance of Additional Notes in accordance with the limitations set forth in the Indenture as of the date of the Indenture;

(10) to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA;

(11) to comply with requirements of applicable Gaming Laws or to provide for requirements imposed by applicable Gaming Authorities; or

(12) to provide for the acceptance or appointment of a successor trustee.

Satisfaction and discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder when:

(1) either:

(a) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to the trustee for cancellation; or

(b) all Notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year (or are to be irrevocably called for redemption within one year) and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not delivered to the trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(2) any Issuer has or any Guarantor has paid or caused to be paid all sums payable by it under the Indenture; and

(3) the Issuer has delivered irrevocable instructions to the trustee under the Indenture to apply the deposited money toward the payment of the Notes at maturity or on the redemption date, as the case may be.

In addition, the Issuer must deliver an Officer's Certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been complied with.

The satisfaction and discharge will be effective on the day on which all the applicable conditions above have been satisfied. Upon compliance with the foregoing, the trustee shall execute proper instrument(s) acknowledging the satisfaction and discharge of all of the Issuer's obligations under the Notes and the Indenture.

Concerning the trustee

If the trustee becomes a creditor of the Issuer or any Guarantor, the Indenture limits the right of the trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee under the Indenture (if the Indenture has been qualified under the TIA) or resign.

The holders of a majority in aggregate principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The Indenture provides that in case an Event of Default occurs and is

continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any holder of Notes, unless such holder has offered to the trustee security and indemnity satisfactory to the trustee against any loss, liability or expense.

The trustee shall not be responsible for, and makes no representation as to any Gaming Law or any Gaming Authority, whether any holder or beneficial owner of Notes could be licensed, qualified or found suitable under any Gaming Law or by any Gaming Authority, and any consequence to any holder or beneficial owner of Notes under any Gaming Law or by any Gaming Authority.

Book-entry, delivery and form

The Exchange Notes will be represented by one or more global notes in registered form without interest coupons attached (collectively, the "Global Notes"). The Global Notes representing the Notes will be deposited with a custodian for DTC, and registered in the name of Cede & Co., as nominee of DTC.

Ownership of interests in the Global Notes ("Book-Entry Interests") will be limited to persons that have accounts with DTC, or persons that hold interests through such participants.

Book-Entry Interests will be shown on, and transfers thereof will be done only through, records maintained in book-entry form by DTC and its participants. The laws of some jurisdictions, including certain states of the U.S., may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may impair your ability to own, transfer or pledge Book-Entry Interests. In addition, while the notes are in global form, holders of Book-Entry Interests are not considered the owners or "holders" of Notes for any purpose.

So long as the Notes are held in global form, DTC (or its nominees) will be considered the sole holders of Global Notes for all purposes under the Indenture. In addition, participants in DTC must rely on the procedures of DTC and indirect participants must rely on the procedures of DTC and the participants through which they own Book-Entry Interests, to transfer their interests or to exercise any rights of holders under the Indenture.

Neither the Company nor the Trustee has any responsibility or liability for any aspect of the records relating to the Book-Entry Interests.

Depository procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. The Issuer takes no responsibility for these operations and procedures and urges investors to contact the system or their participants directly to discuss these matters.

DTC has advised the Issuer that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "*Participants*") and to facilitate the clearance and settlement of transactions in those securities between the Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "*Indirect Participants*").

Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised the Issuer that, pursuant to procedures established by it, ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Except as described below, owners of interests in the Global Notes will not have Notes registered in their names, will not receive physical delivery of Notes in certificated form and will not be considered the registered owners or "holders" thereof under the Indenture for any purpose.

Payments in respect of the principal of, and interest and premium, if any, on, a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the Indenture. Under the terms of the Indenture, the Issuer and the trustee will treat the Persons in whose names the Notes, including the Global Notes, are registered as the owners of the Notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Issuer, the trustee nor any agent of the Issuer or the trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interest in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised the Issuer that its current practice, upon receipt of any payment in respect of securities such as the Notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe that it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the trustee or the Issuer. Neither the Issuer nor the trustee will be liable for any delay by DTC or any of the Participants or the Indirect Participants in identifying the beneficial owners of the Notes, and the Issuer and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to the transfer restrictions applicable to the Existing Notes described herein, transfers between the Participants will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the Existing Notes described herein, cross-market transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their respective depositaries; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of

such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the Notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the Notes, DTC reserves the right to exchange the Global Notes for legended Notes in certificated form, and to distribute such Notes to its Participants.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for Certificated Notes if:

(1) DTC (a) notifies the Issuer that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in either case, the Issuer fails to appoint a successor depositary;

(2) the Issuer, at its option, notifies the trustee in writing that it elects to cause the issuance of the Certificated Notes; or

(3) there has occurred and is continuing a Default or Event of Default with respect to the Notes.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the trustee by or on behalf of DTC in accordance with the Indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures).

Exchange of Certificated Notes for Global Notes

Certificated Notes may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the registrar a written certificate (in the form provided in the Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Notes.

Same day settlement and payment

The Issuer will make payments in respect of the Notes represented by the Global Notes, including principal, premium, if any, and interest, by wire transfer of immediately available funds to the accounts specified by DTC or its nominee. The Issuer will make all payments of principal, interest and premium, if any, with respect to Certificated Notes by wire transfer of immediately available funds to the accounts specified by the holders of the Certificated Notes or, if no such account is specified, by mailing a check to each such holder’s registered address. The Notes represented by the Global Notes are expected to be eligible to trade in DTC’s Same-Day Funds Settlement System, and any permitted secondary market trading activity in such Notes will, therefore, be required by DTC to be settled in immediately available funds. The Issuer expects that secondary trading in any Certificated Notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant will be credited, and any such crediting will be

reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised the Issuer that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

Certain definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all defined terms used therein, as well as any other capitalized terms used herein for which no definition is provided.

"*Acquired Debt*" means, with respect to any specified Person, (1) Indebtedness, Disqualified Stock or preferred stock of any other Person existing at the time such other Person is merged, acquired, consolidated, liquidated or amalgamated with or into or became a Restricted Subsidiary of such specified Person, whether or not such Indebtedness, Disqualified Stock or preferred stock is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; and (2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person; *provided* that, for the avoidance of doubt, if such Indebtedness, Disqualified Stock, or preferred stock is redeemed, retired, or defeased (whether by covenant or legal defeasance), repurchased, discharged or otherwise repaid or acquired (or if irrevocable deposit has been made for the purpose of such repurchase, redemption, retirement, defeasance (whether covenant or legal), discharge or repayment or other acquisition) at the time, or substantially concurrently with the consummation, of the transaction by which such Person is merged, acquired, consolidated, liquidated or amalgamated with or into or became a Restricted Subsidiary (including by designation) of such specified Person, then such Indebtedness, Disqualified Stock, or preferred stock shall not constitute Acquired Debt.

"*Additional Interest*" means all amounts, if any, payable pursuant to the provisions relating to Additional Interest described in the Registration Rights Agreement. The trustee shall have no obligation to determine whether Additional Interest is payable or the amount of Additional Interest payable.

"*Additional Lease*" means any lease agreement entered into by the Issuer or any of its Restricted Subsidiaries solely in connection with an acquisition that is consummated on or after the Issue Date, pursuant to which, the Issuer or any such Restricted Subsidiary will be provided the right under such lease agreement to occupy and use real property, vessels or similar assets for, or in connection with, the construction, development or operation of Gaming Facilities, that is (x) approved by the Administrative Agent to be designated as an "Additional Lease" pursuant to the provisions set forth in the Senior Credit Facilities or (y) approved by any successor administrative agent to be designated as an "Additional Lease" pursuant to the provisions set forth in any Credit Facility.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"*Applicable Premium*" means, with respect to any Note on any redemption date, the greater of: (1) 1.0% of the principal amount of the Note; or (2) the excess of: (a) the present value at such redemption date of

(i) the redemption price of the Note at September 15, 2021 (such redemption price being set forth in the table appearing above under the caption "—Optional redemption"), *plus* (ii) all required interest payments due on the Note through September 15, 2021 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date *plus* 50 basis points; over (b) the principal amount of such Note. The trustee shall have no duty to calculate or verify the calculation of the Applicable Premium.

"*Asset Sale*" means:

(1) the sale, lease, conveyance or other disposition of any assets or rights by the Issuer or any of the Issuer's Restricted Subsidiaries; provided that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the Indenture described above under the caption "—Repurchase at the option of holders—Change of control" and/or the provisions described above under the caption "—Certain covenants—Merger, consolidation or sale of assets" and not by the provisions of the covenant described above under the caption "—Repurchase at the option of holders—Asset sales"; and

(2) the issuance of Equity Interests by any of the Issuer's Restricted Subsidiaries or the sale by the Issuer or any of the Issuer's Restricted Subsidiaries of Equity Interests in any of the Issuer's Subsidiaries (other than preferred stock issued in compliance with the covenant described above under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock").

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than $75.0 million;

(2) any transaction that is consummated in accordance with the provisions described under the caption "—Certain covenants—Merger, consolidation or sale of assets";

(3) a transfer of assets between or among the Issuer and its Restricted Subsidiaries;

(4) an issuance of Equity Interests by a Restricted Subsidiary of the Issuer to the Issuer or to a Restricted Subsidiary of the Issuer;

(5) the sale, disposition, exchange for replacement items or other items used or useful in a Permitted Business, lease or other transfer of inventory, products, services or accounts receivable in the ordinary course of business or in bankruptcy or similar proceedings;

(6) any sale or other disposition of damaged, worn-out or obsolete assets in the ordinary course of business (including the abandonment or other disposition of intellectual property that is, in the reasonable judgment of the Issuer, no longer economically practicable to maintain or useful in the conduct of the business of the Issuer and its Restricted Subsidiaries taken as whole);

(7) licenses and sublicenses by the Issuer or any of its Restricted Subsidiaries of software or intellectual property in the ordinary course of business;

(8) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(9) the granting of Liens not prohibited by the covenant described above under the caption "—Certain covenants—Liens";

(10) the sale or other disposition of cash or Cash Equivalents;

(11) a Restricted Payment that does not violate the covenant described above under the caption "—Certain covenants—Restricted payments" or a Permitted Investment;

(12) any exchange of property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, for use in a related business;

(13) foreclosures, condemnations or any similar action on assets;

(14) any leases of retail, restaurant or entertainment venues and other similar spaces in the ordinary course of business;

(15) terminations of Hedging Obligations;

(16) any settlement, release, waiver or surrender of contract rights or contract, tort or other litigation claims, or voluntary terminations of other contracts or assets, in the ordinary course of business;

(17) any disposition of Equity Interests of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or any of its Restricted Subsidiaries) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(18) any financing transaction with respect to property constructed, acquired, replaced, repaired or improved (including any reconstruction, refurbishment, renovation and/or development of real property) by the Issuer or any of its Restricted Subsidiaries, including sale and leaseback transactions and asset securitizations, permitted by the Indenture;

(19) sales of Unrestricted Subsidiaries or joint ventures or other development ventures, or issuances or sales of Equity Interests, Indebtedness, other securities or other Investments therein, or assets thereof;

(20) the transactions contemplated by the Paid-Up Oil and Gas Leases and other sales or leases of oil, gas or mineral rights; and

(21) the sale or other disposition of Non-Core Land.

In the event that a transaction (or a portion thereof) meets the criteria of more than one category of an Asset Sale, the Issuer, in its sole discretion, will be entitled to divide and classify or reclassify such transaction (or a portion thereof) between or among such categories.

"*Attributable Debt*" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value will be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided, however, that if such sale and leaseback transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation."*

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

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the board of managers of such limited liability company or any committee thereof duly authorized to act on behalf of such board or the managing member or members or any controlling committee of managing members thereof, as applicable; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Capital Lease Obligation*" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty, *provided*, *however*, that for the avoidance of doubt, the Master Lease, any Additional Lease and any lease that is accounted for by any Person as an operating lease as of the Issue Date and any similar lease entered into after the Issue Date by any Person may, in the sole discretion of the Issuer, be accounted for as an operating lease and not as a Capital Lease Obligation.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

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

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

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

but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"*Cash Equivalents*" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than six months from the date of acquisition;

(3) money market deposits, certificates of deposit and Eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case, with any lender party to the Senior Credit Facilities or with any domestic commercial bank having capital and surplus in excess of $500.0 million and a Thomson Bank Watch Rating of "B" or better;

(4) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within two years after the date of acquisition;

(6) marketable short term money market and similar securities having the highest rating obtainable from Moody's and S&P (or, if neither S&P nor Moody's shall be rating such securities, then from

another nationally recognized rating service) at the time of acquisition and in each case maturing within two years after the date of acquisition;

(7) other dollar denominated securities issued by any Person incorporated in the United States and that at the time of acquisition have an investment grade rating from Moody's or S&P (or, if neither S&P nor Moody's shall be rating such securities, then from another nationally recognized rating service) and maturing not more than two years after the date of acquisition; and

(8) money market funds that invest primarily in Cash Equivalents of the kinds described in clauses (1) through (7) of this definition.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Issuer and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) other than a Principal or a Related Party of a Principal; or

(2) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person (including any "person" (as defined above)), other than the Principals and their Related Parties, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Issuer, measured by voting power rather than number of shares.

"*Change of Control Offer*" has the meaning assigned to that term in the Indenture.

"*Change of Control Payment*" has the meaning assigned to that term in the Indenture.

"*Change of Control Payment Date*" has the meaning assigned to that term in the Indenture.

"*Change of Control Time*" has the meaning assigned to that term in the definition of "Rating Decline".

"*Change of Control Triggering Event*" means both (1) a Change of Control and (2) a Rating Decline.

"*Consolidated EBITDA*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus (without duplication):

(a) in each case to the extent deducted in calculating such Consolidated Net Income:

(1) provisions for taxes, either payable or reasonably estimated to be payable, based on income, profits, margin or capital gains, plus franchise or similar taxes, of such Person and its Restricted Subsidiaries for such period;

(2) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including any amortization or write-off of deferred financing costs or debt issuance costs, original issue discount, non-cash interest payments, the interest component of any deferred payment obligations and the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings), and net of the effect of all payments made or received pursuant to Hedging Obligations related to interest rates;

(3) any cost, charge, fee or expense (including discounts and commissions, premiums and penalties, original issue discount, debt issuance costs and deferred financing costs and fees and charges incurred in respect of letters of credit or bankers' acceptance financings) (or any amortization or write-off of the foregoing) associated with any Transaction Activity, to the extent deducted in computing such Consolidated Net Income;

(4) depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges or expenses, including any write-off or write-down, reducing Consolidated Net Income for such period (excluding (x) any amortization of a prepaid cash expense that was paid in a prior period and (y) any such non-cash charges and expenses that result in an accrual of or reserve for cash charges or expenses in any future period on or prior to the final Stated Maturity of the Notes and that such Person elects not to add back in the current period) of such Person and its Restricted Subsidiaries for such period; provided that if any such non-cash charges or expenses represent an accrual of a reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to the extent such Person elected to previously add back such amounts to Consolidated EBITDA;

(5) any Pre-Opening Expenses;

(6) the amount of any restructuring charges or reserve (including those relating to severance, relocation costs and one-time compensation charges), costs incurred in connection with any non-recurring strategic initiatives, other business optimization expense (including incentive costs and expenses relating to business optimization programs and signing, retention and completion bonuses) and any unusual or non-recurring charges or items of loss or expense (including losses on asset sales (other than asset sales in the ordinary course of business));

(7) the amount of any expense consisting of Restricted Subsidiary income attributable to non-controlling interests of third parties in any Restricted Subsidiary that is not a Wholly-Owned Restricted Subsidiary except to the extent of any cash distributions in respect thereof;

(8) the estimated amount of insurance proceeds reasonably expected to be collected (in the good faith determination of Issuer) during such period or after such period prior to the date the calculation is made with respect to such period (which will be added to Consolidated EBITDA as so estimated until fully realized and calculated on a pro forma basis as though such insurance proceeds had been received on the first day of such period), net of the actual amount of insurance proceeds received prior to or during such period, that are, in each case, attributable to any property which has been closed or had operations curtailed for any period; provided that such amount of insurance proceeds shall only be included pursuant to this clause (8) to the extent that such amount of insurance proceeds plus Consolidated EBITDA attributable to such property for such period (without giving effect to this clause (8)) does not exceed Consolidated EBITDA attributable to such property during the most recently completed four fiscal quarter period for which financial results are available that such property was fully operational (or if such property has not been fully operational for four consecutive fiscal quarters for which financial results are available prior to such closure or curtailment, the Consolidated EBITDA attributable to such property during the period prior to such closure or curtailment (for which financial results are available) annualized over four fiscal quarters); provided, however, (i) no insurance proceeds shall be added pursuant to this clause (8) to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA, whether through a pro forma adjustment or otherwise, for the Issuer's most recently ended four full fiscal quarters for which internal financial statements are available as of the date of determination, and (ii) if any such amount of insurance proceeds represent an accrual of a reserve for potential insurance proceeds in any future period, the actual receipt of such insurance proceeds in respect thereof in such future period shall be subtracted from Consolidated EBITDA to the extent such Person elected to previously add back such amounts to Consolidated EBITDA;

(9) any losses resulting from mark-to-market accounting of Hedging Obligations or other derivative instruments;

(10) any charges, fees and expenses (or any amortization thereof) (including, without limitation, all legal, accounting, advisory or other transaction-related fees, charges, costs and expenses and any bonuses or success fee payments) related to any acquisition, Investment or disposition not prohibited by the

Indenture (or any such proposed acquisition, Investment or disposition) (including amortization or write offs of debt issuance or deferred financing costs, premiums and prepayment penalties), in each case, whether or not successful, and in each case not already excluded from Consolidated Net Income pursuant to clause (11) of the definition thereof; and

(11) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA for any previous period and not added back;

(12) the amount of any restructuring, rebranding or similar charge or reserve in such period, including costs incurred in connection with (A) any acquisition, disposition, Investment or similar transaction occurring after the Issue Date or (B) severance and the consolidation or closing of any facilities after the Issue Date (or are reasonably expected to be initiated within twelve (12) months of the closing date of the applicable transaction);

(b) minus (without duplication) in each case to the extent included in calculating such Consolidated Net Income:

(1) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business, and other than any items which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges for any prior period subsequent to the Issue Date, which was not added back to Consolidated EBITDA when accrued;

(2) the amount of non-cash gains resulting from mark-to-market accounting of Hedging Obligations or other derivative instruments; and

(3) any unusual or non-recurring items of income or gain (including, without limitation, gains on asset sales (other than asset sales in the ordinary course of business)) to the extent increasing Consolidated Net Income for such Period.

Consolidated EBITDA for any period shall be further adjusted as follows:

(A) acquisitions of any Person, property, business, operations or asset (including a management agreement or similar agreement) or investments that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, and the change in Consolidated EBITDA resulting therefrom, will be given pro forma effect as if they had occurred on the first day of the four-quarter reference period, and Consolidated EBITDA for such reference period shall include the Consolidated EBITDA of the acquired Person (or attributable to the acquired property, business, operations or asset) or applicable to such investments, and related transactions, and subject to clause (C) below shall otherwise be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act;

(B) any Person, property, business, operations or asset (including a management agreement or similar agreement) or investments that have been disposed of by the specified Person or any of its Restricted Subsidiaries during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, and the change in Consolidated EBITDA resulting therefrom, and any discontinued operations (as determined in accordance with GAAP), will be given pro forma effect as if they had occurred on the first day of the four-quarter reference period, and Consolidated EBITDA for such reference period shall exclude the Consolidated EBITDA of the disposed of Person (or attributable to the disposed of property, business, operations or asset or discontinued operations) or applicable to such disposed of investments and subject to clause (C) below shall otherwise be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act;

(C) Pro Forma Cost Savings shall be given effect;

(D) (a) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during the applicable four-quarter reference period, and (b) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during the applicable four-quarter reference period; and

(E) in any fiscal quarter during which a purchase of property that prior to such purchase was subject to any operating lease that will be terminated in connection with such purchase shall occur and during the three following fiscal quarters, there shall be added to Consolidated EBITDA an amount equal to the quarterly payment in respect of such lease (as if such purchase did not occur) times (a) 4 (in the case of the quarter in which such purchase occurs), (b) 3 (in the case of the quarter following such purchase), (c) 2 (in the case of the second quarter following such purchase) and (d) 1 (in the case of the third quarter following such purchase), all as determined on a consolidated basis for such Person and its Restricted Subsidiaries.

"*Consolidated Leverage Ratio*" means, with respect to any Person, as of any date of determination, the ratio of (x) (i) Consolidated Total Indebtedness of such Person as of such date of determination (the "Calculation Date"), after giving effect to all transactions to occur on the Calculation Date, including, without limitation, giving pro forma effect to any transactions with respect to Indebtedness consistent with clause (1) of the definition of "Fixed Charge Coverage Ratio," minus (ii) cash and Cash Equivalents (in each case, free and clear of Liens other than Permitted Liens) in an amount not to exceed $150.0 million (but excluding cage cash) as of such date that would be required to be reflected on a consolidated balance sheet in accordance with GAAP to (y) Consolidated EBITDA of such Person for the most recently ended four full fiscal quarters for which internal financial statements are available (the "reference period") immediately preceding the Calculation Date. For the avoidance of doubt, for purposes of this definition, "Consolidated EBITDA" shall be calculated after giving effect on a pro forma basis, without duplication, to the items in clauses (A)—(E) of the definition thereof.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Restricted Subsidiaries (on the applicable date of determination) for such period, on a consolidated basis, determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; *provided* that, without duplication:

(1) any gain or loss (together with any related provision for taxes thereon), realized in connection with (a) any Asset Sale (other than asset sales in the ordinary course of business) or (b) any disposition of any securities (other than dispositions in the ordinary course of business) by such Person or any of its Restricted Subsidiaries, and any extraordinary gain or loss (together with any related provision for taxes thereon) shall be excluded;

(2) the net income (loss) of any Person that (i) is not a Restricted Subsidiary, (ii) is accounted for by the equity method of accounting or (iii) is an Unrestricted Subsidiary shall be excluded; *provided* that Consolidated Net Income of such Person and its Restricted Subsidiaries shall be increased by the amount of dividends or distributions or other payments (including management fees) that are actually paid or payable in cash to such Person or a Restricted Subsidiary thereof in respect of such period (or to the extent converted into cash) (including by any Person referred to in clauses (i)-(iii));

(3) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(3)(a) of "Certain Covenants—Restricted payments," the net income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders unless such

restriction with respect to the payment of dividends or similar distributions has been waived; *provided* that such exclusions shall not apply with respect to limitations imposed either (x) pursuant to Acquired Debt which has been irrevocably called for redemption, repurchase or other acquisition or repayment or in respect of which the required steps have been taken to have such Acquired Debt defeased (whether by covenant or legal defeasance) or discharged, or a deposit has been made for such purpose or (y) by Gaming Laws of general applicability within the jurisdiction in which such Restricted Subsidiary operates or applicable to all Persons operating a business similar to that of such Restricted Subsidiary within such jurisdiction; *provided*, *further*, that Consolidated Net Income of such Restricted Subsidiary will be included to the extent of dividends or other distributions or other payments actually paid or permitted to be paid in cash (or to the extent converted into cash) by such Restricted Subsidiary in respect of such period, to the extent not already included therein;

(4) any goodwill or other asset impairment charges or other asset write-offs or write-downs, including any resulting from the application of Accounting Standards Codification Nos. 350 and 360, and any expenses or charges relating to the amortization of intangibles as a result of the application of Accounting Standards Codification No. 805, shall be excluded;

(5) any non-cash charges or expenses related to the repurchase of stock options to the extent not prohibited by the Indenture, and any non-cash charges or expenses related to the grant, issuance or repricing of, or any amendment or substitution with respect to, stock appreciation or similar rights, stock options, restricted stock, or other Equity Interests or other equity-based awards or rights or equivalent instruments, shall be excluded;

(6) the cumulative effect of a change in accounting principles shall be excluded;

(7) any expenses or reserves for liabilities shall be excluded to the extent that such Person or any of its Restricted Subsidiary is entitled to indemnification therefor under binding agreements; provided, that any such liabilities for which such Person or such Restricted Subsidiaries is not actually indemnified shall reduce Consolidated Net Income for the period in which it is determined that such Person or such Restricted Subsidiary will not be indemnified (to the extent such liabilities would otherwise reduce Consolidated Net Income without giving effect to this clause (7));

(8) losses, to the extent covered by insurance and actually reimbursed, or, so long as the Issuer has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (a) not denied by the applicable carrier in writing within 180 days and (b) in fact reimbursed within 365 days of the final settlement of the applicable claim (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption shall be excluded;

(9) gains and losses resulting solely from fluctuations in currency values and the related tax effects shall be excluded, and charges relating to Accounting Standards Codification Nos. 815 and 820 shall be excluded; and

(10) any non-recurring charges or expenses of such Person or its Restricted Subsidiaries or of a company or business acquired by such Person or its Restricted Subsidiaries (in each case, including those relating to severance, relocation costs and one time compensation charges and any charges or expenses in connection with conforming accounting policies or reaudited, combining or restating financial information), in each case, incurred in connection with the purchase or acquisition of such acquired company or business by such Person or its Restricted Subsidiaries shall be excluded.

Notwithstanding anything contained herein to the contrary, for purposes of the Indenture, Consolidated Net Income shall be calculated by deducting, without duplication of amounts otherwise deducted, rent, insurance, property taxes and other amounts and expenses actually paid in cash under the Master Lease or any Additional Lease in the applicable measurement period and no deductions in calculating Consolidated Net Income shall occur as a result of imputed interest, amounts under the Master Lease or any Additional Lease

not paid in cash during the relevant measurement period or other non-cash amounts incurred in respect of the Master Lease or any Additional Lease; *provided* that any "true-up" of rent paid in cash pursuant to the Master Lease or any Additional Lease shall be accounted for in the fiscal quarter to which such payment relates as if such payment were originally made in such fiscal quarter.

"*Consolidated Tangible Assets*" of any Person as of any date means the total assets of such Person and its Restricted Subsidiaries as of the most recent fiscal quarter end for which a consolidated balance sheet of such Person and its Restricted Subsidiaries is available, minus total goodwill and other intangible assets of such Person and its Restricted Subsidiaries reflected on such balance sheet, all calculated on a consolidated basis in accordance with GAAP.

"*Consolidated Secured Leverage Ratio*" means, with respect to any Person, as of any date of determination, the ratio of (x) (i) Consolidated Total Indebtedness of such Person as the applicable Calculation Date that is secured by a Lien on the assets or property of such Person or any of its Restricted Subsidiaries, after giving effect to all transactions to occur on the Calculation Date, including, without limitation, giving pro forma effect to any transactions with respect to Indebtedness consistent with paragraph (1) of the definition of "Fixed Charge Coverage Ratio," minus (ii) cash and Cash Equivalents (in each case, free and clear of Liens other than Permitted Liens) in an amount not to exceed $150.0 million (but excluding cage cash) as of such date that would be required to be reflected on a consolidated balance sheet in accordance with GAAP to (y) Consolidated EBITDA of such Person for the most recently ended four full fiscal quarters for which internal financial statements are available (the "reference period") immediately preceding the Calculation Date. For the avoidance of doubt, for purposes of this definition, "Consolidated EBITDA" shall be calculated after giving effect on a pro forma basis, without duplication, to the items in clauses (A)—(E) of the definition thereof.

"*Consolidated Total Indebtedness*" means, with respect to any Person as at any date of determination, (a) an amount equal to the aggregate amount of all outstanding Indebtedness of such Person and its Restricted Subsidiaries as of such date determined on a consolidated basis in accordance with GAAP, excluding (i) Indebtedness which has been repaid, discharged, defeased (whether by covenant or legal defeasance), retired, repurchased or redeemed on or prior to such date or which a Person has irrevocably made a deposit to repay, defease (whether by covenant or legal defeasance), discharge, repurchase, retire or redeem or which a Person has called for redemption, defeasance (whether by covenant or legal defeasance), discharge, repurchase or retirement, on or prior to such date, (ii) Indebtedness of the type described in clause (5) of the definition thereof or any guarantee thereof and Indebtedness constituting banker's acceptances, letters of credit and Hedging Obligations, and (iii) in the case of Indebtedness of a non-Wholly-Owned Restricted Subsidiary, to the extent Consolidated EBITDA (including through the calculation of Consolidated Net Income or due to non-controlling interests in such Restricted Subsidiary owned by a Person other than the Issuer or any of its Restricted Subsidiaries) did not include all of the net income of such Restricted Subsidiary, an amount of Indebtedness of such Restricted Subsidiary (provided that such Indebtedness is not otherwise guaranteed by the Issuer or another Restricted Subsidiary, if any, that guarantees the notes) directly proportional to the amount of net income of such Restricted Subsidiary not so included in Consolidated EBITDA (including through the calculation of Consolidated Net Income), less (b) cash and Cash Equivalents of such Person and its Restricted Subsidiaries in an amount not to exceed $150.0 million.

"*continuing*" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"*Credit Facility*," or "*Credit Facilities*" means, one or more debt facilities (including, without limitation, the Senior Credit Facilities), indentures or commercial paper facilities, in each case, with banks or other institutional lenders or accredited investors or institutional investors providing for revolving credit loans, term loans, term debt, debt securities, receivables financing (including through the sale of receivables to such

lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, in each case, as amended, restated, modified, renewed, extended, increased, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Designated Asset Sales*" means the Asset Sale of Presque Isle Downs.

"*Designated Non-Cash Consideration*" means the fair market value of non-cash consideration received by the Issuer or any of its Restricted Subsidiaries in connection with an Asset Sale that is so designated as Designated Non-Cash Consideration pursuant to an officer's certificate setting forth the basis of such valuation, executed by a financial officer of the Issuer, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of or collection on such Designated Non-Cash Consideration.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Issuer to repurchase such Capital Stock upon the occurrence of a change of control, an asset sale or an event of loss will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Issuer may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "—Certain covenants—Restricted payments." The amount of Disqualified Stock deemed to be outstanding at any time for purposes of the Indenture will be the maximum amount that the Issuer and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends. Disqualified Stock shall not include any shares of Capital Stock, which, after the issuance thereof, become subject to mandatory redemption due to the actions or requirements of any Gaming Authority, to the extent that such issuance was made in compliance with applicable laws and, at the time of such issuance, such Capital Stock did not constitute Disqualified Stock.

"*Domestic Subsidiary*" means any Restricted Subsidiary of the Issuer (a) that was formed under the laws of the United States or any state of the United States or the District of Columbia and does not constitute an Immaterial Subsidiary, or (b) that directly or indirectly, guarantees, or pledges any property or assets to secure Indebtedness incurred under a Credit Facility.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*Equity Offering*" means a public or private sale of Equity Interests of the Issuer by Issuer (other than Disqualified Stock and other than to a Subsidiary of the Issuer).

"*ERI-Tropicana Merger*" means the series of mergers provided for by the Merger Agreement.

"*Exchange Notes*" means the Notes issued in this offering.

"*Existing 2015 ERI Notes*" means the 7% Senior Notes Due 2023 issued by the Company under the Existing 2015 ERI Notes Indenture.

"*Existing 2015 ERI Notes Indenture*" means that certain Indenture dated as of July 23, 2015, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee, as amended from time to time.

"*Existing 2017 ERI Notes*" means the 6% Senior Notes Due 2025 issued by the Company under the Existing 2017 ERI Notes Indenture.

"*Existing 2017 ERI Notes Indenture*" means that certain Indenture dated as of March 29, 2017, among the Company (as successor in interest to Eagle II Acquisition Company, LLC), the guarantors party thereto and U.S. Bank National Association, as trustee, as amended from time to time.

"*Existing ERI Notes Indentures*" means the Existing 2015 ERI Notes Indenture and the Existing 2017 ERI Notes Indenture.

"*Existing Indebtedness*" means all Indebtedness of the Issuer and its Subsidiaries (other than Indebtedness described in clauses (1) and (3) of the second paragraph of the covenant described above caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock") in existence on the date of the Indenture and the Indebtedness outstanding under the Lumiere Note.

"*Existing Refinanced Indebtedness*" means all Indebtedness outstanding under the Existing Tropicana Credit Agreement.

"*Existing Tropicana Credit Agreement*" means that certain Term Loan Credit Agreement, dated as of November 27, 2013, as amended, supplemented or otherwise modified to the date hereof, by and among Tropicana, the several banks and other financial institutions and lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent.

"*Fair Market Value*" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, which shall be determined in good faith by the Board of Directors of the Issuer if expected to be greater than $20.0 million.

"*FF&E*" means furniture, fixtures and equipment used in the ordinary course of business in the operation of a Permitted Business.

"*FF&E Financing*" means Indebtedness, the proceeds of which will be used solely to finance or refinance the acquisition or lease by the Issuer or a Restricted Subsidiary of the Issuer of FF&E.

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Calculation Date*"), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect (in accordance with Regulation S-X under the Securities Act) to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations, or any Person or any of its Restricted Subsidiaries acquired by the specified Person or any of its Restricted Subsidiaries, and including all related financing transactions and including increases in ownership of Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, or that are to be made on the Calculation Date, will be given pro forma effect (in accordance with Regulation S-X under the Securities Act) as if they had occurred on the first day of the four-quarter reference period;

(2) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;

(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;

(5) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(6) if any Indebtedness bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness if such Hedging Obligation has a remaining term as at the Calculation Date in excess of 12 months).

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of original issue discount or premium, non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark-to-market valuation of Hedging Obligations or other derivative instruments pursuant to Accounting Standards Codification Nos. 815 and 820), the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates but excluding any amortization or write-off of deferred financing costs or debt issuance costs and excluding commitment fees, underwriting fees, assignment fees, debt issuance costs or fees, redemption or prepayment premiums, and other transaction expenses or costs or fees consisting of Transaction Activities associated with undertaking, or proposing to undertake, any Transaction Activity; *plus*

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest expense on Indebtedness of another Person that is guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon; *plus*

(4) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of preferred stock of such Person or any of its Restricted Subsidiaries, other than dividends on Equity Interests payable solely in Equity Interests of the Issuer (other than Disqualified Stock) or to the Issuer or a Restricted Subsidiary of the Issuer, *times* (b) a fraction, the numerator of which is one minus the then current combined, federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case determined on a consolidated basis in accordance with GAAP.

"*GAAP*" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the date of the Indenture.

"*Gaming Authorities*" means, in any jurisdiction in which the Issuer or any of its Subsidiaries manages or conducts any racing, riverboat and/or casino gaming operations or activities, the applicable gaming board, commission or other governmental authority responsible for interpreting, administering and enforcing Gaming Laws, including, but not limited to, the Colorado Limited Gaming Control Commission, the Florida Dept. of Business and Prof. Regulation, Division of Pari-Mutuel Wagering, the Illinois Gaming Board, the Illinois Riverboat Gambling Act (230 ILCS 10/1 et seq.) and the regulations promulgated thereunder (Ill. Reg. Tit. 86, § 3000.100 et seq.), the Indiana Gaming Commission, Iowa Racing and Gaming Commission, the Nevada Gaming Commission, the Nevada Gaming Control Board, the New Jersey Casino Control Commission, the New Jersey Division of Gaming Enforcement, the Louisiana Gaming Control Board, the Mississippi Gaming Commission, the Missouri Gaming Commission, the Pennsylvania Gaming Control Board, the Pennsylvania State Horse Racing Commission, the Pennsylvania Liquor Control Board, the Ohio Lottery Commission, the Ohio State Racing Commission, the West Virginia Lottery Commission, and the West Virginia Racing Commission.

"*Gaming Facility*" means any gaming or pari-mutuel wagering establishment and other Property or assets directly ancillary thereto or used in connection therewith, including any building, restaurant, hotel, theater, parking facilities, retail shops, spa, land, golf courses and other recreation and entertainment facilities, vessel, barge, ship, equipment, kennels or stables owned or operated by the Issuer or its Subsidiaries.

"*Gaming Laws*" means all laws, rules, regulations, orders, resolutions and other enactments applicable to racing, riverboat and/or casino gaming operations or activities, as in effect from time to time, including the policies, interpretations and administration thereof by the applicable Gaming Authorities, the Colorado Limited Gaming Act of 1991 (C.R.S. 12-47.1-101 et. seq.), the Florida Pari-mutuel Wagering Act (§ 550-551, Fla. Stat.), the Illinois Riverboat Gambling Act (230 ILCS 10/1 et seq.) and the regulations promulgated thereunder (Ill. Reg. Tit. 86, § 3000.100 et seq.), the Indiana Riverboat Gambling Law (codified at IC 4-33) and the administrative regulations found at Title 68 of the Indiana Administrative Code, the Iowa Code Chapters 99D and 99F, the Nevada Gaming Control Act, the Louisiana Gaming Control Law (codified at La. R.S. 27:1, et seq.), the New Jersey Casino Control Act, N.J.S.A. 5:12-1 et seq., the Mississippi Gaming Control Act (codified at Miss. Code Ann. Section 75-76-1 et seq.), the Ohio Racing Law (codified at Chapter 3769 of the Ohio Revised Code and Chapter 3769 of the Ohio Administrative Code), the Ohio Lottery Law (codified at Chapter 3770 of the Ohio Revised Code and Chapters 3770:1 and 3770:2 of the Ohio Administrative Code), the Pennsylvania Race Horse Development and Gaming Act, the West Virginia Lottery Racetrack Table Games Act, the West Virginia Racetrack Video Lottery Act and Chapter 19, Article 23 (Horse and Dog Racing) of the West Virginia Code, in each case, together with any rules or regulations promulgated thereunder or related thereto.

"*GLP Capital*" means GLP Capital, L.P., a Pennsylvania limited partnership.

"*Government Securities*" means securities that are direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

"*Guarantors*" means any Subsidiary of the Issuer that executes a Note Guarantee in accordance with the provisions of the Indenture, and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of the Indenture.

"*Hedging Obligations*" of any Person means the obligations of such Person pursuant to (1) any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or other similar agreement or arrangement designed to protect such Person against fluctuations in interest rates, (2) agreements or arrangements designed to protect such Person against fluctuations in foreign currency exchange rates in the conduct of its operations, or (3) any forward contract, commodity swap agreement, commodity option agreement or other similar agreement or arrangement designed to protect such Person against fluctuations in commodity prices, in each case entered into in the ordinary course of business for bona fide hedging purposes and not for purposes of speculation.

"*Immaterial Subsidiary*" means any Restricted Subsidiary that is designated by the Issuer as an "Immaterial Subsidiary" if and for so long as such Restricted Subsidiary has (i) total assets at such time (x) individually, not exceeding $25.0 million and (y) together with all other Immaterial Subsidiaries, 5.0% of the Issuer's consolidated assets as of the last day of the most recently ended fiscal quarter for which internal financial statements are available and (ii) total revenues and operating income (x) individually, not exceeding $25.0 million and (y) together with all other Immaterial Subsidiaries, 5.0% of the Issuer's consolidated revenues and operating income, in each case, as of the most recently ended fiscal quarter for which internal financial statements are available; *provided* that such Restricted Subsidiary will be deemed to be an Immaterial Subsidiary only to the extent that, and for so long as, all of the above requirements are satisfied.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables) whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, Notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) other than obligations with respect to letters of credit to the extent such letters of credit have not been drawn upon or, if and to the extent drawn upon, are reimbursed no later than the third business day following receipt by such Person of a demand for reimbursement following payment on such letter of credit;

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations (it being understood that no obligations of such Person under the Master Lease or any Additional Lease shall constitute Indebtedness) or Attributable Debt in respect of sale and leaseback transactions;

(5) representing the balance deferred and unpaid of the purchase price of any property or services (other than accounts payable or trade payables and other accrued liabilities arising in the ordinary course of business); or

(6) representing any Hedging Obligations;

if and to the extent any of the preceding items (other than letters of credit, Attributable Debt and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien, other than a Permitted Lien described in clause (27) of the definition thereof, on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person. Indebtedness shall be calculated without giving effect to the effects of Statement of Financial Accounting Standards No. 133 and related interpretations, as amended from time to time, to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under the Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

"*insolvency or liquidation proceeding*" means:

(1) any case commenced by or against any Issuer or any Guarantor under Title 11, U.S. Code or any similar federal or state law for the relief of debtors, any other proceeding for the reorganization, recapitalization or adjustment or marshalling of the assets or liabilities of the Issuer or any other grantor, any receivership or assignment for the benefit of creditors relating to the Issuer or any other grantor or any similar case or proceeding relative to the Issuer or any other grantor or its creditors, as such, in each case whether or not voluntary;

(2) any liquidation, dissolution, marshalling of assets or liabilities or other winding up of or relating to the Issuer or any other grantor, in each case whether or not voluntary and whether or not involving bankruptcy or insolvency; or

(3) any other proceeding of any type or nature in which substantially all claims of creditors of the Issuer or any other grantor are determined and any payment or distribution is or may be made on account of such claims.

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

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's (or any successor to the rating agency business thereof) and BBB– (or the equivalent) by S&P (or any successor to the rating agency business thereof).

"*Investment Grade Status*" means any time at which the ratings of the Notes by each of Moody's (or any successor to the rating agency business thereof) and S&P (or any successor to the rating agency business thereof) are Investment Grade Ratings.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If the Issuer or any Restricted Subsidiary of the Issuer sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Issuer such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Issuer, the Issuer will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Issuer's Investments in such Restricted Subsidiary that were not sold or disposed of in an amount determined as provided in the penultimate paragraph of the covenant described above under the caption "—Certain covenants—Restricted payments." The acquisition by the Issuer or any Restricted Subsidiary of the Issuer of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Issuer or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as

provided in the penultimate paragraph of the covenant described above under the caption "—Certain covenants—Restricted payments." Except as otherwise provided in the Indenture, the amount of an Investment will be the original cost of such Investment, plus the cost of all additions thereto and minus the amount of any portion of such Investment repaid to the Person making such Investment in cash as a repayment of principal or return of capital, as the case may be, but without giving effect to subsequent changes in value.

"*Issue Date*" means September 20, 2018.

"*Landlord*" means each of (i) GLP Capital, in its capacity as landlord under the Master Lease, and thereafter any successor landlord under the Master Lease in such capacity and (ii) any other landlord under an Additional Lease.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, or any lease in the nature thereof.

"*Limited Condition Acquisition*" means any acquisition or other Investment, including by way of merger, amalgamation or consolidation or similar transaction, by the Issuer or one or more of its Restricted Subsidiaries, with respect to which the Issuer or any such Restricted Subsidiaries have entered into an agreement or is otherwise contractually committed to consummate and the consummation of which is not expressly conditioned upon the availability of, or on obtaining, third party financing.

"*Lumiere Note*" means that certain note entered into on the closing date of the ERI-Tropicana Merger, between a wholly owned subsidiary of the Company, as payor, and GLP or its affiliate, as payee, in an aggregate principal amount not to exceed $246 million, plus accrued interest, in order to fund the purchase of Lumiere Place.

"*Master Lease*" means the master lease as described in the Final Offering Memorandum by and among GLP Capital and Tenant, entered into concurrently with the consummation of the ERI-Tropicana Merger (as may be amended, modified or replaced in accordance with the terms of the Indenture).

"*Merger Agreement*" means the Agreement and Plan of Merger, dated as of April 15, 2018, by and among the Company, Tropicana, Escrow Issuer and GLP Capital that will result in Tropicana becoming a wholly-owned subsidiary of the Company (together with the exhibits and disclosure schedules thereto).

"*Moody's*" means Moody's Investors Service, Inc.

"*Net Proceeds*" means the aggregate cash proceeds and Cash Equivalents received by the Issuer or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash or Cash Equivalents received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of (i) the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, (ii) taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, (iii) amounts required to be applied to the repayment of Indebtedness, other than Indebtedness under a Credit Facility, secured by a Lien on the asset or assets that were the subject of such Asset Sale, (iv) all distributions to other holders of Equity Interests in Restricted Subsidiaries contractually required to be made as a result of such Asset Sale, (v) any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with GAAP and (vi) amounts reserved, in accordance with GAAP, against any liabilities associated with the Asset Sale and related thereto, including pension and other retirement benefit liabilities,

purchase price adjustments, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale; *provided* that Net Proceeds shall include any cash payments received upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in clause (vi) or, if such liabilities have not been satisfied in cash and such reserve is not reversed within eighteen (18) months after such Asset Sale, the amount of such reserve.

"*Non-Core Land*" means each of the following parcels of land, each of which is immaterial to the Issuer's gaming operations and as to which the Issuer has no intention to develop:

(1) the 244.69 acre parcel of land known as the "Quarry Parcel" in Hancock, West Virginia;

(2) the 162.79 acre parcel of land known as the "Woodview Golf Course" in Hancock, West Virginia;

(3) the 387.12 acre portion of the land known as the "Original Mountaineer Parcel" which is located to the east of State Route 2 site in Hancock, West Virginia;

(4) the 97.706 acre parcel of land known as the "Coldwell Parcel" in Hancock, West Virginia;

(5) the 37.85 acre parcel of land known as the "Hazel Parcel" in Hancock, West Virginia;

(6) the 1.755 acre parcel of land known as the "Glover/Daily Double Parcel" in Hancock, West Virginia;

(7) the 5.78 acre parcel of land known as the "J&T Parcel" in Hancock, West Virginia;

(8) the 109.01 acre parcel of land known as the "LSW Sanitation Parcel" in Hancock, West Virginia;

(9) the 0.92 acre parcel of land known as the "Craig/Smith Parcel" in Hancock, West Virginia;

(10) the 70.213 acre parcel of land known as the "Watson Parcel" site in Hancock, West Virginia;

(11) the 6.65 acre parcel of land known as the "Phillips Parcel" in Hancock, West Virginia;

(12) the approximately 0.955 acre parcel of land known as the "Jefferson School Parcel" in Hancock, West Virginia;

(13) the 234.99 acre parcel of land known as the "Logan/Realm Parcel" in Hancock, West Virginia;

(14) the 38.017 acre parcel of land known as the "BOC Gas Parcel" in Hancock, West Virginia;

(15) the 37.11 acre parcel of land known as the "Mara Parcel" in Franklin County, Ohio;

(16) 5.596 acres in Summit Township, Erie County, Pennsylvania;

(17) the 272 acre parcel in Summit Township, Erie County, Pennsylvania

(18) the 213.35 acre parcel of land located in McKean Township, Pennsylvania.

(19) the following parcels of undeveloped land in the Cripple Creek, County of Teller, Colorado:

(a) 4005.134110080; 4005.134110090; 4005.134110220; 4005.134080230; 4005.134080240; and 4005.134090180.

(20) the following parcels of undeveloped land in Kimmswick, Jefferson County, Missouri:

(a) 19-7.0-25.0-001.02; 19-7.0-36.0-001.01; 20-9.0-31.0-004.02; and 20-9.0-31.0-005

(21) the parcel of undeveloped land located at the address 1600 Lady Luck Parkway, Bettendorf, Iowa.

(22) the parcel of undeveloped land located at the address 100 Miner Street, Central City, Colorado.

"*Non-Recourse Debt*" means Indebtedness as to which neither the Issuer nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable as a guarantor or otherwise. Notwithstanding the foregoing, the Issuer and its Restricted Subsidiaries may enter into customary "completion guaranties" or "support agreements" in respect of construction projects undertaken by Unrestricted Subsidiaries so long as such "completion guaranties" or "support agreements:" (i) are unsecured or secured only by cash deposits; (ii) are subject to a fixed liability cap stated in United States dollars; and (iii) the aggregate amount of capped liability of such "completion guaranties" or "support agreements" shall not exceed $100.0 million at any one time outstanding. For avoidance of doubt, any such "completion guaranties" or "support agreements" that satisfy the requirements of the preceding sentence shall constitute "Non-Recourse Debt" for purposes of the definition of "Unrestricted Subsidiary."

"*Note Guarantee*" means the Guarantee by each Guarantor of the Issuer's obligations under the Indenture and the Notes, executed pursuant to the provisions of the Indenture.

"*Notes*" means the Issuer's 6.000% Senior Notes due 2026.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness (including, without limitation, interest accruing at the then applicable rate provided in such documentation after the maturity of such Indebtedness and interest accruing at the then applicable rate provided in such documentation after the filing of a petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any debtor under such documentation, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding).

"*Officer*" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary, any Senior Vice President, any Vice President or any Assistant Vice President of such Person.

"*Officer's Certificate*" means a certificate signed on behalf of the Issuer by an Officer of the Issuer.

"*Paid-Up Oil and Gas Leases*" means those certain Paid-Up Oil and Gas Leases entered into as of May 10, 2011 by and among Mountaineer Park, Inc. and Chesapeake Appalachian, L.L.C, as the same may be amended, supplemented, modified, extended, replaced, renewed or restated from time to time.

"*Pari Passu Debt*" means any Indebtedness of the Issuer or any Guarantor that ranks equally in right of payment with the Notes or the Note Guarantee of such Guarantor, as applicable (without giving effect to collateral arrangements).

"*Permitted Business*" means any business that is the same as, or reasonably related, ancillary or complementary to, any of the businesses in which the Issuer and its Restricted Subsidiaries are engaged on the date of the Indenture, including any gaming business and other business or activity that is incidental, related or complementary thereto, including without limitation any related hotel, hospitality, food, beverage, entertainment or transportation activities.

"*Permitted Investments*" means:

(1) any Investment in the Issuer or in a Restricted Subsidiary of the Issuer;

(2) any Investment in Cash Equivalents;

(3) any Investment by the Issuer or any Restricted Subsidiary of the Issuer in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of the Issuer; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary of the Issuer;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "—Repurchase at the option of holders—Asset sales";

(5) any Investment the payment of which consists of Equity Interests (other than Disqualified Stock) of the Issuer or proceeds from the sale of such Equity Interests; provided that such Equity Interests will not increase the amount available for Investments under clause (c) of the second paragraph under the covenant described in "Certain Covenants—Restricted payments";

(6) receivables owing to the Issuer or its Restricted Subsidiaries, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms, including without limitation credit extended to customers;

(7) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Issuer or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (B) litigation, arbitration or other disputes;

(8) Investments represented by Hedging Obligations;

(9) loans and advances to officers, directors and employees for payroll, business-related travel expenses, moving or relocation expenses, drawing accounts and other similar expenses, in each case, made in the ordinary course of business;

(10) other loans or advances to officers, directors and employees in an aggregate principal amount not to exceed $600,000 at any one time outstanding;

(11) repurchases of the Notes;

(12) any guarantee of Indebtedness permitted to be incurred by the covenant entitled "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" other than a guarantee of Indebtedness of an Affiliate of the Issuer that is not a Restricted Subsidiary of the Issuer;

(13) any Investment existing on, or made pursuant to binding commitments existing on, the date of the Indenture and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the date of the Indenture; *provided* that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the date of the Indenture or (b) as otherwise permitted under the Indenture;

(14) Investments acquired after the date of the Indenture as a result of the acquisition by the Issuer or any Restricted Subsidiary of the Issuer of another Person, including by way of a merger, amalgamation or consolidation with or into the Issuer or any of its Restricted Subsidiaries in a transaction that is not prohibited by the covenant described above under the caption "Certain covenants—Merger, consolidation or sale of assets" after the date of the Indenture to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(15) Investments resulting from the acquisition of a Restricted Subsidiary that was otherwise permitted by the Indenture, which Investments were held by such Restricted Subsidiary at the time of such acquisition and were not acquired in contemplation of such acquisition;

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

(17) Investments required by a Gaming Authority or made in lieu of payment of a tax or in consideration of a reduction in tax;

(18) Investments in sales of Non-Core Land by the Issuer or any of its Restricted Subsidiaries in an amount not to exceed (x) $10.0 million and (y) Designated Non-Cash Consideration received under clause (2)(c) under the caption "Repurchase at the option of holders—Asset sales";

(19) Investments in joint ventures formed for the purpose of developing hotels or other facilities that constitute Permitted Businesses that are adjacent to or ancillary to any casino or gaming facility owned by the Issuer or a Restricted Subsidiary of the Issuer in an amount not to exceed $100.0 million;

(20) Investments in any Person having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (20) that are at the time outstanding not to exceed the greater of $350.0 million and 10% of Consolidated Tangible Assets; *provided*, *however*, that if an Investment made pursuant to this clause (20) is made in any Person that is not a Restricted Subsidiary as of the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (20) for so long as such Person continues to be a Restricted Subsidiary; and

(21) any Investment so long as, at the time the Investment is made and after giving effect thereto, (i) no Event of Default has occurred and is continuing and (y) the Consolidated Leverage Ratio of the Issuer is less than or equal to 4.00 to 1.00 on a pro forma basis.

"*Permitted Liens*" means:

(1) Liens securing Permitted Debt incurred pursuant to and outstanding under clause (1) of the second paragraph of the covenant described above under the caption "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock";

(2) (a) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business; (b) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of insurance or social security or premiums with respect thereto (and Liens on proceeds of related policies); (c) Liens imposed by Gaming Laws or Gaming Authorities, and Liens on deposits made to secure gaming license applications or to secure the performance of surety or other bonds; and (d) Liens securing obligations with respect to letters of credit issued in connection with any of the items referred to in this clause (2);

(3) Liens in favor of the Issuer or the Guarantors;

(4) Liens on property or assets (including Capital Stock) of a Person (or its Subsidiaries) existing at the time such Person is merged with or into or consolidated with the Issuer or any Subsidiary of the Issuer or otherwise becomes a Subsidiary of the Issuer and amendments or modifications thereto and replacements or refinancings thereof; provided that such Liens were not granted in connection with, or in anticipation of, such merger or consolidation or acquisition (except for Liens securing Indebtedness incurred pursuant to clause (15) of the second paragraph of the covenant entitled "—Certain Covenants— Incurrence of indebtedness and issuance of preferred stock") and do not extend to any assets other than those of such Person (and its Subsidiaries) merged into or consolidated with the Issuer or the Subsidiary or which becomes a Subsidiary of the Issuer;

(5) Liens (including extensions, renewals or replacements thereof) on property existing at the time of acquisition of the property by the Issuer or any Subsidiary of the Issuer; provided that (except for Liens

securing Indebtedness incurred pursuant to clause (15) of the second paragraph of the covenant entitled "—Certain Covenants—Incurrence of indebtedness and issuance of preferred stock") such Liens were in existence prior to, or not incurred in contemplation of, such acquisition;

(6) Liens to secure Indebtedness (including Capital Lease Obligations and FF&E Financing) permitted by clause (4) of the second paragraph of the covenant entitled "—Certain Covenants— Incurrence of indebtedness and issuance of preferred stock" covering only the assets acquired with or financed by such Indebtedness (and directly related assets, including proceeds (including insurance proceeds) and replacements thereof or assets which were financed with Indebtedness permitted by such clause that has been refinanced (including successive refinancings));

(7) Liens existing on the date of the Indenture;

(8) Liens for taxes, assessments or governmental charges, levies or claims that are not yet due and payable or delinquent or that are being contested in good faith by appropriate proceedings; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(9) Liens imposed by law, such as carriers', warehousemen's, landlord's and mechanics' liens, in each case, incurred in the ordinary course of business;

(10) survey exceptions, easements, encroachments, subdivisions or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(11) Liens created for the benefit of (or to secure) the Notes (or the Note Guarantees);

(12) Liens to secure any Permitted Refinancing Indebtedness (and customary obligations related thereto); *provided*, *however*, that the new Lien is limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof);

(13) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(14) filing of Uniform Commercial Code financing statements as a precautionary measure in connection with operating leases;

(15) bankers' Liens, rights of setoff, Liens arising out of judgments or awards not constituting an Event of Default and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(16) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness;

(17) Liens on specific items of inventory or other goods (and the proceeds thereof) of any Person securing such Person's obligations in respect of bankers' acceptances issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(18) grants of software and other technology licenses in the ordinary course of business;

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

(20) other Liens incidental to the conduct of the business of the Issuer and its Subsidiaries or the ownership of their Properties which were not created in connection with the incurrence of Indebtedness

and do not in the aggregate materially detract from the value of such Properties or materially impair the use thereof, including without limitation leases, subleases, licenses and sublicenses and Liens imposed pursuant to the Paid-Up Oil and Gas Leases;

(21) Liens securing obligations to the trustee pursuant to the compensation and indemnity provisions of the Indenture and Liens owing to an Indenture trustee in respect of any other Indebtedness permitted to be incurred under the covenant entitled "—Certain covenants—Incurrence of indebtedness and issuance of preferred stock";

(22) pledges or deposits made in connection with any letter of intent or purchase agreement;

(23) Liens to secure Indebtedness permitted by clause (12) of the second paragraph of the covenant entitled "—Certain Covenants—Incurrence of indebtedness and issuance of preferred stock";

(24) Liens securing Hedging Obligations that are incurred in the ordinary course of business (and not for speculative purposes);

(25) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(26) Liens securing customary cash management obligations not otherwise prohibited by the Indenture;

(27) Liens solely on any cash earnest money deposits made by the Issuer or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted under the Indenture;

(28) Liens on Equity Interests in an Unrestricted Subsidiary to the extent that such Liens secure Non-Recourse Debt or other Indebtedness of an Unrestricted Subsidiary or joint venture;

(29) Permitted Vessel Liens;

(30) Liens with respect to obligations incurred at a time that the Issuer's Consolidated Secured Leverage Ratio is not greater than 4.00 to 1.00 after giving pro forma effect to the incurrence of such obligation;

(31) Liens securing Indebtedness; *provided*, that the principal amount of such Indebtedness secured pursuant to this clause (30) together with all other Indebtedness then outstanding and incurred under this clause (30) does not to exceed the greater of (i) $250.0 million and (ii) 7.5% of Consolidated Tangible Assets;

(32) Liens pursuant to the Master Lease and any Additional Lease, which Liens are limited to the Leased Property under the Master Lease and the leased property under the applicable Additional Lease, as applicable, and granted to the Landlord under such lease for the purpose of securing the obligations of the tenant under such lease with respect to the properties subject thereto; and

(33) Liens securing Indebtedness outstanding under the Lumiere Note.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of the Issuer or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge other Indebtedness, Disqualified Stock or preferred stock of the Issuer or any of its Restricted Subsidiaries (other than intercompany Indebtedness); *provided* that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) (or, if greater, the committed amount (only to the extent the committed amount could have been incurred or issued on the date of initial incurrence or issuance and was deemed incurred or issued at such time for the purposes of the covenant under the caption "—Certain Covenants—Incurrence of indebtedness and issuance of preferred stock")) of the Indebtedness, Disqualified Stock or preferred stock renewed, refunded,

refinanced, replaced, defeased or discharged (plus all accrued interest on the Indebtedness, all accrued or accumulated dividends on the Disqualified Stock or preferred stock, and the amount of all penalties, fees, expenses, costs, discounts and premiums incurred in connection therewith and any original issue discount or debt issuance costs with respect thereto);

(2) other than in connection with a refinancing of the Notes (including any redemption or repurchase) that is financed with Indebtedness under a Credit Facility, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity that is (a) equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness, Disqualified Stock or preferred stock being renewed, refunded, refinanced, replaced, defeased or discharged or (b) more than 90 days after the final maturity date of the Notes;

(3) to the extent the Permitted Refinancing Indebtedness refinances (a) Indebtedness that is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to, the Notes on terms at least as favorable, taken as a whole, to the Holders of Notes as those contained in the documentation governing the Indebtedness being refinanced or (b) Disqualified Stock or preferred stock, such Permitted Refinancing Indebtedness is Disqualified Stock or preferred stock, as applicable; and

(4) if the indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is unsecured, such Permitted Refinancing Indebtedness is unsecured;

provided, *however*, that, unless otherwise permitted by the Indenture, Permitted Refinancing Indebtedness shall not include Indebtedness of the Issuer or any Restricted Subsidiary that refinances debt of a Subsidiary that is not a Guarantor.

"*Permitted Vessel Liens*" means maritime Liens on ships, barges or other vessels for damages arising out of a maritime tort, wages of a stevedore, when employed directly by a person listed in 46 U.S.C. Section 31341, crew's wages, salvage and general average, whether now existing or hereafter arising and other maritime Liens which arise by operation of law during normal operations of such ships, barges or other vessels

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

"*Pre-Opening Expenses*" means, with respect to any fiscal period, the amount of expenses (including Fixed Charges) incurred with respect to capital projects which are classified as "pre-opening expenses" on the applicable financial statements of the Issuer and its Restricted Subsidiaries for such period, prepared in accordance with GAAP.

"*Presque Isle Downs*" means the Gaming Facilities owned, leased, operated or used by the Company or its Restricted Subsidiaries in Erie, Pennsylvania.

"*Principals*" means (a) Gene R. Carano, Gregg R. Carano, Gary L. Carano, Cindy L. Carano and Glenn T. Carano, (b) their respective spouses, (c) their respective descendants and any member of their respective immediate families, including in each case stepchildren and family members by adoption, (d) their heirs at law and their estates and the beneficiaries thereof, (e) any charitable foundation created by any of them, and (f) any trust, corporation, limited liability company, partnership or other entity, the beneficiaries, stockholders, members, general partners, owners or Persons Beneficially Owning a majority of the interests of which consist of any one or more of the Persons referred to in the immediately preceding clauses (a) through (e).

"*Pro Forma Cost Savings*" means the amount of cost savings, operating expense reductions and synergies projected by Issuer in good faith to be realized as a result of specified actions taken or with respect to which steps have been initiated (in the good faith determination of Issuer) during the Issuer's most recently ended four

full fiscal quarters for which internal financial statements are available as of the date of determination (or are reasonably expected to be initiated within twelve (12) months of the closing date of such specified transaction), including in connection with any acquisition, disposition, Investment or similar transaction (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized during the entirety of the Issuer's most recently ended four full fiscal quarters for which internal financial statements are available as of the date of determination), net of the amount of actual benefits realized during the Issuer's most recently ended four full fiscal quarters for which internal financial statements are available as of the date of determination from such actions; *provided* that (i) such actions are to be taken within twelve (12) months after the consummation of the applicable transaction, restructuring or implementation of an initiative that is expected to result in such cost savings, expense reductions or synergies, (ii) no cost savings, operating expense reductions and synergies shall be added pursuant to this definition to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA, whether through a pro forma adjustment or otherwise, for the Issuer's most recently ended four full fiscal quarters for which internal financial statements are available as of the date of determination, and (iii) projected amounts (and not yet realized) may no longer be added in calculating Consolidated EBITDA pursuant to this definition to the extent more than twelve (12) months have elapsed after the specified action taken in order to realize such projected cost savings, operating expense reductions and synergies; *provided*, that the aggregate amount of additions made to Consolidated EBITDA for any during the Issuer's most recently ended four full fiscal quarters for which internal financial statements are available as of the date of determination pursuant to this definition shall not (i) exceed 15.0% of Consolidated EBITDA for the Issuer's most recently ended four full fiscal quarters for which internal financial statements are available as of the date of determination (after giving effect to this definition) or (ii) be duplicative of one another.

"*Property*" means, with respect to any Person, any interest of such Person in any land, property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, Capital Stock in any other Person.

"*Qualifying Equity Interests*" means Equity Interests of the Issuer other than Disqualified Stock.

"*Rating Decline*" shall be deemed to have occurred if, at any date within 90 calendar days after the earlier of (x) the occurrence of a Change of Control, (y) the date of public disclosure of the occurrence of a Change of Control or (z) public notice of the intention of the Issuer to effect a Change of Control (the earlier of such events in clauses (x), (y) and (z), the "*Change of Control Time*") (which 90-day period shall be extended for so long as the Company's debt ratings are under publicly announced consideration for possible downgrading (or without an indication of the direction of a possible ratings change) by either Moody's or S&P or their respective successors), the Notes no longer have Investment Grade Status.

"*Registration Rights Agreement*" means the registration rights agreement among the Issuer, the Guarantors and the other parties named on the signature pages thereof, as such agreement may be amended, modified or supplemented from time to time and, with respect to any Additional Notes, one or more registration rights agreements among the Issuer, the Guarantors and the other parties thereto, as such agreement(s) may be amended, modified or supplemented from time to time, relating to rights given by the Issuer to the purchasers of Additional Notes to register such Additional Notes under the Securities Act.

"*Related Party*" means:

(1) any controlling stockholder, majority owned Subsidiary, or immediate family member, including, without limitation, present, former and future spouses, sons-in-law and daughters-in-law (in the case of an individual) of any Principal; or

(2) any trust, corporation, partnership, limited liability company or other entity, the beneficiaries, stockholders, partners, members, owners or Persons beneficially holding a majority (and controlling) interest of which consist of any one or more Principals and/or such other Persons referred to in the immediately preceding clause (1).

"*Representative*" shall mean J.P. Morgan Securities LLC, in its capacity as representative of the initial purchasers.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"*S&P*" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, and its successors.

"*SEC*" means the U.S. Securities and Exchange Commission.

"*Senior Credit Facilities*" means the revolving credit facility and term loan facility under that certain Credit Agreement, dated as of April 17, 2017, among the Company (as successor in interest to Eagle II Acquisition Company LLC), the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "*Administrative Agent*"), swingline lender and issuing lender, and J.P. Morgan Securities LLC, Macquarie Capital (USA) Inc., Credit Suisse Securities (USA) LLC, U.S. Bank National Association, and KeyBank National Association, as joint lead arrangers, joint bookrunners and co-syndication agents (as supplemented by the Borrower Joinder Agreement, dated as of May 1, 2017, and as amended by the Amendment No. 1, dated as of August 15, 2017, between the Company and the Administrative Agent, Amendment No. 2 dated as of June 6, 2018, among the Company, the guarantors party thereto, the Administrative Agent, and each of the lenders party thereto), providing for up to $300.0 million of revolving credit borrowings and up to $1,450.0 million of term loan borrowings, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and, in each case, as amended, restated, modified, renewed, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the Indenture.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the date of the Indenture, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

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

"*Tenant*" means, for so long as it is the tenant under the Master Lease, Tropicana, in its capacity as tenant under the Master Lease, and, thereafter, the successor tenant under the Master Lease in such capacity.

"*Transaction Activity*" means any of the following (and, in each case, whether or not successful): (a) the actual or attempted incurrence of any Indebtedness or the issuance of any Equity Interests by the Issuer or any Restricted Subsidiary, activities related to any such actual or attempted incurrence or issuance, or the issuance of commitments in respect thereof, (b) amending or modifying, or redeeming, refinancing, tendering for, refunding, defeasing (whether by covenant or legal defeasance), discharging, repaying, retiring or otherwise acquiring for value, any Indebtedness prior to the Stated Maturity thereof or any Equity Interests (including any premium, penalty, commissions or fees), (c) the termination of any Hedging Obligations or other derivative instruments or any fees paid to enter into any Hedging Obligations or other derivative instruments or (d) any acquisition or disposition of any Person, property or assets permitted pursuant to the terms of the Indenture, including the ERI-Tropicana Merger.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to September 15, 2021, provided, however, that if the period from the redemption date to September 15, 2021, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Tropicana*" means Tropicana Entertainment Inc., a Delaware corporation.

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

(1) has no Indebtedness other than Non-Recourse Debt (other than "completion guaranties" or "support agreements" that constitute Non-Recourse Debt); and

(2) such Subsidiary does not own Capital Stock or Indebtedness of or hold any Lien on any Property of the Issuer or any Subsidiary of the Issuer that is not a Subsidiary of the Subsidiary so designated.

"*Voting Stock*" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; *by*

(2) the then outstanding principal amount of such Indebtedness.

"*Wholly-Owned Restricted Subsidiary*" of any specified Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) will at the time be owned by such Person or by one or more Wholly-Owned Restricted Subsidiaries of such Person.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion based upon present law of certain U.S. federal income tax consequences relevant to the holders of the Existing Notes exchanging Existing Notes for Exchange Notes pursuant to the exchange offer. This summary is limited to holders who hold the Existing Notes as capital assets for purposes of the Internal Revenue Code of 1986, as amended (the "Code"). This discussion does not address rules relating to Notes held by special categories of holders, including financial institutions, insurance companies, regulated investment companies, real estate investment trusts, broker-dealers, tax-exempt organizations, traders in securities that elect to mark-to-market, investors liable for the alternative minimum tax, U.S. expatriates, investors that hold notes as part of a straddle, hedging, constructive sale or conversion transaction, and U.S. holders (as defined below) whose functional currency is not the U.S. dollar. The discussion does not address any U.S. federal income tax considerations other than certain consequences of exchanging the Existing Notes for Exchange Notes. The discussion also does not address any state, local or foreign taxes, the Medicare tax on net investment income, the federal alternative minimum tax or any U.S. federal taxes other than income taxes (such as estate or gift taxes). Holders should note that no rulings have been, or are expected to be, sought from the U.S. Internal Revenue Service (the "IRS") with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the IRS or a court will not take contrary positions.

This summary is not a comprehensive description of all of the U.S. federal tax consequences that may be relevant with respect to the exchange of the Notes. We urge you to consult your own tax advisor regarding your particular circumstances and the U.S. federal income and estate and gift tax consequences to you of exchanging these Notes, as well as any tax consequences arising under the laws of any state, local or foreign tax jurisdiction and the possible effects of changes in U.S. federal or other tax laws.

As used herein, the term "U.S. holder" means a beneficial owner of Notes that for U.S. federal income tax purposes is any of the following:

- an individual citizen or resident of the U.S.;
- a corporation or any other entity treated as a corporation for U.S. federal income tax purposes created or organized in or under the laws of the U.S., any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the U.S. and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under to be treated as a U.S. person.

"Non-U.S. holder" means a person that is a beneficial owner of a Note other than a U.S. holder or a partnership.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the Notes being exchanged in the exchange offer, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership and accordingly, this summary does not apply to partnerships. A partner of a partnership exchanging the Notes should consult its own tax advisor regarding the U.S. federal income tax consequences to the partner of exchanging Existing Notes for Exchange Notes pursuant to the exchange offer.

Exchange offer

The exchange of Existing Notes for Exchange Notes will not result in a deemed exchange of the Notes for "new" Notes and therefore will not constitute a taxable exchange for U.S. federal income tax purposes. As a result, (1) U.S. holders and non-U.S. holders will not recognize any taxable gain or loss as a result of exchanging such holder's Existing Notes pursuant to the exchange offer; (2) the holding period of the Exchange Notes will include the holding period of the Existing Notes exchanged therefor; and (3) the adjusted tax basis of the Exchange Notes will be the same as the adjusted tax basis of the Existing Notes exchanged therefor immediately before such exchange.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Existing Notes where such Existing Notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the expiration date of this exchange offer, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, all dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange Notes. Any broker-dealer that resells exchange Notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange Notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of exchange Notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of 180 days after the expiration date, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the outstanding notes) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the outstanding Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Certain legal matters with respect to the Notes will be passed upon for the Company by Milbank, Tweed, Hadley & McCloy LLP; McDonald Carano LLP; The Tipton Law Firm, P.C.; Phelps Dunbar, L.L.P.; Mayer Brown LLP; Krieg DeVault LLP; Brown, Winick, Graves, Gross, Baskerville and Schoenebaum, P.L.C.; Lathrop Gage LLP; Barnes & Thornburg LLP; and Blank Rome LLP.

EXPERTS

The consolidated financial statements of Eldorado Resorts, Inc. appearing in Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on September 5, 2018 for the year ended December 31, 2017 (including schedule appearing therein), have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Tropicana Entertainment Inc. appearing in Eldorado Resorts, Inc.'s Form 8-K/A (Amendment No. 1 filed on November 30, 2018) as of December 31, 2017 and 2016 and for each of the three years in the period ending December 31, 2017, have been incorporated by reference in this registration statement in reliance upon the report of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

The financial statements of Elgin Riverboat Resort-Riverboat Casino (d/b/a Grand Victoria Casino) as of December 31, 2017 and 2016 and for the three years in the period ended December 31, 2017, incorporated in this Form S-4 by reference from the Company's Current Report on Form 8-K/A, dated September 5, 2018, have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report, which is incorporated herein by reference. Such financial statements have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of Isle of Capri Casinos, Inc. appearing in Isle of Capri Casinos, Inc.'s Current Report on Form 8-K filed on December 21, 2016 for the year ended April 24, 2016 (including schedule appearing therein), have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

Eldorado Resorts, Inc.

OFFER TO EXCHANGE ANY AND ALL OUTSTANDING
6% SENIOR NOTES DUE 2026 (THE "EXISTING NOTES")
($600,000,000 IN AGGREGATE PRINCIPAL AMOUNT OUTSTANDING)

FOR

6% SENIOR NOTES DUE 2026 (THE "EXCHANGE NOTES")

AND

GUARANTEES OF THE EXCHANGE NOTES BY THE GUARANTORS NAMED HEREIN

PROSPECTUS

, 2019

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. Indemnification of Directors and Officers

Section 78.7502(1) of the NRS generally provides that a corporation may indemnify any person who is or was a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except derivative suits, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with the action, suit or proceeding, if such person acted in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

In the case of a derivative suit, Section 78.7502(2) of the NRS provides that a corporation may indemnify any person who is a party to, or is threatened to be made a party to, any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by such person in connection with the defense or settlement of the action or suit, if such person acted in good faith and in a manner in which he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that indemnification may not be made in the case of a derivative suit in respect of any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent it is determined by the court that such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 78.7502(3) of the NRS provides generally that a corporation shall indemnify a director, officer, employee or agent of a corporation against expenses, including attorneys' fees actually and reasonably incurred, to the extent that such person has been successful on the merits or otherwise in defense of any of the actions, suits or proceedings described above.

Section 78.751(2) of the NRS provides that the articles of incorporation, the bylaws or a separate agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition, upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the corporation.

Section 78.751(3) of the NRS provides that any indemnification or advancement of expenses authorized in or ordered by a court pursuant to any of the Sections set forth above, does not exclude any other rights to which such person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors, if any, or otherwise, for either an action in the person's official capacity or an action in another capacity while holding office, except that indemnification, unless ordered by a court pursuant to Section 78.7502, set forth above, or for the advancement of expenses made pursuant to Section 78.751(2), set forth above, may not be made to or on behalf of any director or officer if a final adjudication establishes that the director's or officer's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the

cause of action. In addition, the statute provides that such indemnification continues for any such person who has ceased to be a director, officer, employee or agent and inures to the benefit of the heirs, executors and administrators of such a person.

Section 78.752(1) of the NRS provides that a corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of a corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, for any liability asserted against him and liability and expenses incurred by him in such capacity, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses.

Section 78.752(4) of the NRS provides that in the absence of fraud the decision of the board of directors as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to Section 78.752, set forth above, and the choice of the person to provide the insurance or other financial arrangement is conclusive and such insurance or other financial arrangement is not void or voidable and does not subject any director approving it to personal liability for the approval, even if a director approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

Finally, Section 78.747 of the NRS generally provides that, unless otherwise provided by specific statute, no stockholder, director or officer of a corporation is individually liable for the debts or liabilities of the corporation, unless the stockholder, director or officer acts as the alter ego of the corporation.

ERI's Amended and Restated Bylaws provide that ERI will indemnify any person in a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of ERI) by reason of the fact that such person is or was a director, officer, employee or agent of ERI or is or was serving at the request of ERI as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including amounts paid in settlement and attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of ERI, and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. In connection with an action brought by or in the right of ERI, ERI shall only indemnify such person if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of ERI.

ERI's Amended and Restated Articles of Incorporation provide that no director or officer will be personally liable to ERI or any of its stockholders for damages for breach of fiduciary duty as a director or officer, except for acts of omission which involve intentional misconduct, fraud, or a knowing violation of law or the payment of dividends in violation of Section 78.300 of the NRS. If the NRS is amended hereafter to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of ERI will be eliminated or limited to the fullest extent authorized by the NRS, as so amended. No repeal or modification of this provision of the articles of incorporation will apply to or have any effect on the liability or alleged liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

In addition, ERI has entered into indemnification agreements with certain of its executive officers and directors pursuant to which ERI has agreed to indemnify such executive officers and directors against liability incurred by them by reason of their services as an executive officer or director to the fullest extent allowable under applicable law. ERI also provides liability insurance for each director and officer for certain losses arising from claims or charges made against them while acting in their capacities as directors or officers.

The law of the state of incorporation or formation, as applicable, and/or the provisions of the certificates of incorporation, certificates of formation, or certificates of limited partnership, as applicable, the bylaws, the limited liability company agreements, or the agreements of limited partnership, as applicable, of all of the subsidiaries listed in the "Table of Additional Registrants" included in the Registration Statement, provide for the limitation of liability and/or indemnification of officers, directors, managers, general partners and persons performing similar functions, as applicable, of the subsidiaries similar to those described above.

Item 21. Exhibits and Financial Statement Schedules

The attached exhibit index is incorporated by reference herein.

Item 22. Undertakings.

(a) Each of the undersigned registrants hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(4) that, for the purpose of determining liability under the Securities Act to any purchaser, if the registrants are subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; *provided*, *however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use;

(5) that, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

(iv) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(b) Each undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act of 1934 (and, where applicable, each filing of any employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of any registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(d) Each of the undersigned registrants hereby undertakes to respond to requests for information that is incorporated by reference into the Prospectus pursuant to Items 4, 10(b), 11 or 13 of Form S-4 promulgated by the SEC, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) Each of the undersigned registrants hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Exhibit Index

Exhibit no.	Item title
2.1	Agreement and Plan of Merger by and among Eldorado Resorts, Inc., Delta Merger Sub, Inc., GLP Capital, L.P. and Tropicana Entertainment Inc., dated as of April 15, 2018 (incorporated by reference to Exhibit 2.1 of Eldorado Resorts, Inc.'s Current Report on Form 8-K, filed April 16, 2018).
4.1	Indenture, dated as of September 20, 2018, by and among Delta Merger Sub, Inc., and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on September 20, 2018).
4.2	Supplemental Indenture, dated as of October 1, 2018, by and among Eldorado Resorts, Inc. and the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on October 1, 2018).
4.3	Indenture dated as of June 23, 2015, by and among Eldorado Resorts, Inc. the guarantors party thereto and U.S. Bank National Association, as Trustee, and Capital One, N.A., as Collateral Trustee, and Form of Note (incorporated by reference to Exhibit 4.3 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on July 23, 2015).
4.4	First Supplemental Indenture, dated as of December 16, 2015, by and among Eldorado Resorts, Inc., the guarantors party thereto and U.S. Bank National Association, as Trustee, under the 2023 Notes Indenture (incorporated by reference to Exhibit 4.2 to Eldorado Resorts, Inc.'s Registration Statement on Form S-4 filed on January 14, 2016).
4.5	Second Supplemental Indenture, dated as of May 26, 2016, by and among Eldorado Resorts, Inc., the guarantors party thereto, and U.S. Bank National Association, as Trustee, under the 2023 Notes Indenture (incorporated by reference to Exhibit 4.4 to Eldorado Resorts, Inc.'s Registration Statement on Form S-4 filed on June 16, 2017).
4.6	Third Supplemental Indenture, dated as of March 16, 2017, by and among Eldorado Resorts, Inc., the guarantors party thereto and U.S. Bank National Association, as Trustee, under the 2023 Notes Indenture (incorporated by reference to Exhibit 4.1 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on March 22, 2017).
4.7	Fourth Supplemental Indenture, dated as of May 1, 2017, by and among Eldorado Resorts, Inc., the guarantors party thereto and U.S. Bank National Association, as Trustee, under the 2023 Notes Indenture (incorporated by reference to Exhibit 4.3 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on October 1, 2018).
4.8	Fifth Supplemental Indenture, dated as of June 18, 2018, by and among Eldorado Resorts, Inc., the guarantors party thereto and U.S. Bank National Association, as Trustee, under the 2023 Notes Indenture (incorporated by reference to Exhibit 4.1 to Eldorado Resorts, Inc.'s Quarterly Report on Form 10-Q filed on August 7, 2018).
4.9	Sixth Supplemental Indenture, dated as of August 7, 2018, by and among Eldorado Resorts, Inc., the guarantors party thereto and U.S. Bank National Association, as Trustee, under the 2023 Notes Indenture (incorporated by reference to Exhibit 4.3 to Eldorado Resorts, Inc.'s Quarterly Report on Form 10-Q filed on August 7, 2018).
4.10	Seventh Supplemental Indenture, dated as of October 1, 2018, by and among Eldorado Resorts, Inc., the guarantors party thereto and U.S. Bank National Association, as Trustee, under the 2023 Notes Indenture (incorporated by reference to Exhibit 4.3 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on October 1, 2018).

Exhibit no.	Item title
4.11	Indenture, dated as of March 29, 2017, by and among Isle of Capri Casinos LLC (f/k/a Eagle II Acquisition Company LLC) and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on March 29, 2017).
4.12	Supplemental Indenture, dated as of May 1, 2017, by and among Eldorado Resorts, Inc. and the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on May 1, 2017).
4.13	Second Supplemental Indenture, dated as of June 18, 2018, by and among Eldorado Resorts, Inc. and the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to Eldorado Resorts, Inc.'s Quarterly Report on Form 10-Q filed on August 7, 2018).
4.14	Third Supplemental Indenture, dated as of August 7, 2018, by and among Eldorado Resorts, Inc. and the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.4 to Eldorado Resorts, Inc.'s Quarterly Report on Form 10-Q filed on August 7, 2018).
4.15	Fourth Supplemental Indenture, dated as of May 1, 2017, by and among Eldorado Resorts, Inc. and the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.4 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on October 1, 2018).
4.16	Credit Agreement, dated as of April 17, 2017, by and among Isle of Capri Casinos LLC (f/k/a Eagle II Acquisition Company LLC), a Delaware limited liability company, the Lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (incorporated by reference to Exhibit 10.1 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on April 17, 2017).
4.17	Borrower Joinder and Assumption Agreement, dated as of May 1, 2017, by and among Eldorado Resorts, Inc., Isle of Capri Casinos LLC and JPMorgan Chase Bank, N.A. (incorporated by reference to Exhibit 4.3 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on May 1, 2017).
4.18	Guaranty Agreement, dated as of May 1, 2017, by and among the guarantors party thereto and JPMorgan Chase Bank, N.A. (incorporated by reference to Exhibit 4.4 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on May 1, 2017).
4.19	Amendment Agreement No. 1, dated August 15, 2017, by and between Eldorado Resorts, Inc. and JPMorgan Chase, N.A., as administrative agent in connection with the Credit Agreement, dated as of April 17, 2017 (incorporated by reference to our Quarterly Report on Form 10-Q filed on November 7, 2017).
4.20	Amendment Agreement No. 2, dated June 6, 2018, by and between Eldorado Resorts, Inc. and JPMorgan Chase, N.A., as administrative agent in connection with the Credit Agreement, dated as of April 17, 2017 (incorporated by reference to Exhibit 10.1 to Eldorado Resorts, Inc.'s Quarterly Report on Form 10-Q filed on August 7, 2018).
4.21	Amendment Agreement No. 3, dated October 1, 2018, by and between Eldorado Resorts, Inc. and JPMorgan Chase, N.A., as administrative agent in connection with the Credit Agreement, dated as of April 17, 2017 (incorporated by reference to Exhibit 10.2 to Eldorado Resorts, Inc.'s Current Report on Form 8-K filed on October 1, 2018).
5.1*	Opinion of McDonald Carano LLP.
5.2*	Opinion of Milbank Tweed Hadley & McCloy LLP.

Exhibit no.	Item title
5.3*	Opinion of The Tipton Law Firm, P.C.
5.4*	Opinion of Phelps Dunbar, L.L.P.
5.5*	Opinion of Mayer Brown LLP.
5.6*	Opinion of Krieg DeVault LLP.
5.7*	Opinion of Brown, Winick, Graves, Gross, Baskerville and Schoenebaum, P.L.C.
5.8*	Opinion of Lathrop Gage LLP.
5.9*	Opinion of Barnes & Thornburg LLP.
5.10*	Opinion of Blank Rome LLP.
5.11*	Opinion of Jackson Kelly PLLC.
23.1*	Consent of Ernst & Young LLP with respect to Eldorado Resorts, Inc.
23.2*	Consent of Grant Thornton LLP with respect to Tropicana Entertainment Inc.
23.3*	Consent of Deloitte & Touche LLP with respect to Elgin Riverboat Resort – Riverboat Casino.
23.4*	Consent of Ernst & Young LLP with respect to Isle of Capri Casinos, Inc.
23.5	Consent of McDonald Carano LLP (included in Exhibit 5.1).
23.6	Consent of Milbank Tweed Hadley & McCloy LLP (included in Exhibit 5.2).
23.7	Consent of The Tipton Law Firm, P.C. (included in Exhibit 5.3).
23.8	Consent of Phelps Dunbar, L.L.P. (included in Exhibit 5.4).
23.9	Consent of Mayer Brown LLP (included in Exhibit 5.5).
23.10	Consent of Krieg DeVault LLP (included in Exhibit 5.6).
23.11	Consent of Brown, Winick, Graves, Gross, Baskerville and Schoenebaum, P.L.C. (included in Exhibit 5.7).
23.12	Consent of Lathrop Gage LLP (included in Exhibit 5.8).
23.13	Consent of Barnes & Thornburg LLP (included in Exhibit 5.9).
23.14	Consent of Blank Rome LLP (included in Exhibit 5.10).
23.15	Consent of Jackson Kelly PLLC (included in Exhibit 5.11).
24.1	Powers of Attorney (included on signature page hereto).
25.1*	Statement of Eligibility under the Trust Indenture Act of 1939 of U.S. Bank National Association (Form T-1).
99.1*	Form of Letter of Transmittal.

* Filed herewith

† Certain instruments with respect to long-term debt are omitted pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K. We hereby agree to furnish a copy of any such instrument to the Commission upon request.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada January 11, 2019.

ELDORADO RESORTS, INC.

By: /s/ Thomas R. Reeg
Thomas R. Reeg
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
/s/ Gary L. Carano Gary L. Carano	Executive Chairman of the Board
/s/ Thomas R. Reeg Thomas R. Reeg	Chief Executive Officer and Director (Principal Executive Officer and Principal Financial Officer)
/s/ Stephanie Lepori Stephanie Lepori	Chief Administrative Officer (Principal Accounting Officer)
/s/ David P. Tomick David P. Tomick	Director
/s/ James B. Hawkins James B. Hawkins	Director
/s/ Roger P. Wagner Roger P. Wagner	Director

Signature	Title
/s/ Bonnie Biumi Bonnie Biumi	Director
/s/ Gregory J. Kozicz Gregory J. Kozicz	Director

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

ELDORADO HOLDCO LLC
ISLE OF CAPRI CASINOS LLC
CC-RENO LLC
ELGIN HOLDINGS I LLC
TROPICANA ST. LOUIS RE LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
Eldorado Resorts, Inc.	Sole and Managing Member**

By: /s/ Thomas R. Reeg
Name: Thomas R. Reeg
Title: *Chief Executive Officer*

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

ELDORADO RESORTS LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
Eldorado HoldCo LLC	Sole and Managing Member**

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: Chief Executive Officer

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

ELDORADO SHREVEPORT #1, LLC
ELDORADO SHREVEPORT #2, LLC
ISLE OF CAPRI BLACK HAWK, L.L.C.

By: /s/ Thomas R. Reeg
Thomas R. Reeg
President and Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
/s/ Anthony L. Carano Anthony L. Carano	Executive Vice President, Chief Operating Officer and Manager
/s/ Thomas R. Reeg Thomas R. Reeg	President, Chief Financial Officer and Manager

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

BLACK HAWK HOLDINGS, L.L.C.
POMPANO PARK HOLDINGS, L.L.C.
IOC—CARUTHERSVILLE, LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
/s/ Gary L. Carano Gary L. Carano	Chief Executive Officer and Manager
/s/ Thomas R. Reeg Thomas R. Reeg	President, Chief Financial Officer and Manager
/s/ Anthony L. Carano Anthony L. Carano	Executive Vice President, Chief Operating Officer and Manager

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

ELDORADO CASINO SHREVEPORT JOINT VENTURE

By: /s/ Thomas R. Reeg
Thomas R. Reeg
President and Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
Eldorado Shreveport #1, LLC	Managing Partner**

By: /s/ Thomas R. Reeg
Name: Thomas R. Reeg
Title: Manager

By: /s/ Anthony L. Carano
Name: Anthony L. Carano
Title: Manager

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

MTR GAMING GROUP, INC.
MOUNTAINEER PARK, INC.
PRESQUE ISLE DOWNS, INC.
SCIOTO DOWNS, INC.
IOC—BOONVILLE, INC.
IOC—KANSAS CITY, INC.
IOC—LULA, INC.
IOC BLACK HAWK COUNTY, INC.
IC HOLDINGS COLORADO, INC.
CCSC/BLACKHAWK, INC.
IOC—VICKSBURG, INC.
TROPICANA ENTERTAINMENT INC.
NEW TROPICANA HOLDINGS, INC.
NEW TROPICANA OPCO, INC.

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
/s/ Gary L. Carano Gary L. Carano	Chief Executive Officer and Director
/s/ Thomas R. Reeg Thomas R. Reeg	President, Chief Financial Officer and Director
/s/ Anthony L. Carano Anthony L. Carano	Executive Vice President, Chief Operating Officer and Director

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

TROPICANA ATLANTIC CITY CORP.

By: /s/ Stephen S. Callender
Stephen S. Callender
Designated Chief Executive Officer, Vice President and General Manager

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
/s/ Gary L. Carano Gary L. Carano	Director
/s/ Thomas R. Reeg Thomas R. Reeg	Director
/s/ Anthony L. Carano Anthony L. Carano	Director
/s/ Stephen S. Callender Stephen S. Callender	Designated Chief Executive Officer, Vice President and General Manager (Principal Executive, Financial and Accounting Officer)

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

PPI, INC.

By: /s/ Thomas R. Reeg
Thomas R. Reeg
President and Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
/s/ Thomas R. Reeg Thomas R. Reeg	President, Chief Financial Officer and Director
/s/ Anthony L. Carano Anthony L. Carano	Executive Vice President, Chief Operating Officer and Director

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

IOC HOLDINGS, L.L.C.
IOC—VICKSBURG, L.L.C.

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
/s/ Gary L. Carano Gary L. Carano	Chief Executive Officer and Manager
/s/ Thomas R. Reeg Thomas R. Reeg	President, Chief Financial Officer and Manager
/s/ Anthony L. Carano Anthony L. Carano	Executive Vice President, Chief Operating Officer and Manager

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

CCR NEWCO, LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
CC-RENO LLC	Sole and Managing Member**
By: /s/ Gary L. Carano Name: Gary L. Carano Title: *Chief Executive Officer*	

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

ELDORADO LIMITED LIABILITY COMPANY

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
Eldorado Resorts LLC	Sole and Managing Member**

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: *Chief Executive Officer*

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

CIRCUS AND ELDORADO JOINT VENTURE, LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
Eldorado Limited Liability Company	Sole and Managing Member**

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: *Chief Executive Officer*

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

IOC BLACK HAWK DISTRIBUTION COMPANY, LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
Isle of Capri Black Hawk, L.L.C.	Sole and Managing Member**

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: *Chief Executive Officer*

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

ST. CHARLES GAMING COMPANY, L.L.C.

By: /s/ Thomas R. Reeg
Thomas R. Reeg
President and Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
/s/ Anthony L. Carano Anthony L. Carano	Executive Vice President, Chief Operating Officer and Manager
/s/ Thomas R. Reeg Thomas R. Reeg	President, Chief Financial Officer and Manager (Principal Financial and Accounting Officer)

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

IOC—CAPE GIRARDEAU, LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
Isle of Capri Casinos LLC	Sole and Managing Member**

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: *Chief Executive Officer*

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

ISLE OF CAPRI BETTENDORF, L.C.

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
Isle of Capri Casinos LLC	Manager

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: *Chief Executive Officer*

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

RAINBOW CASINO—VICKSBURG PARTNERSHIP, L.P.

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
IOC—Vicksburg, Inc.	General Partner

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: *Chief Executive Officer*

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

TROPICANA LAUGHLIN, LLC
COLUMBIA PROPERTIES TAHOE, LLC
NEW JAZZ ENTERPRISES, LLC
MB DEVELOPMENT, LLC
CENTROPLEX CENTRE CONVENTION HOTEL LLC
TEI (ST. LOUIS RE), LLC
TEI (STLH), LLC
TEI (ES), LLC
AZTAR RIVERBOAT HOLDING COMPANY, LLC
AZTAR INDIANA GAMING COMPANY, LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
Tropicana Entertainment Inc.	Manager

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: Chief Executive Officer

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

TROPWORLD GAMES LLC
TROPICANA ST. LOUIS LLC
TEI MANAGEMENT SERVICES LLC
TLH LLC
TEI R7 INVESTMENT LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
Tropicana Entertainment Inc.	Sole and Managing Member**

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: *Chief Executive Officer*

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

PPI DEVELOPMENT HOLDINGS LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
PPI, Inc.	Sole and Managing Member**

By: /s/ Thomas R. Reeg
Name: Thomas R. Reeg
Title: *President and Chief Financial Officer*

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

PPI DEVELOPMENT LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
PPI Development Holdings LLC	Sole and Managing Member**

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: Chief Executive Officer

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

CATFISH QUEEN PARTNERSHIP IN COMMENDAM

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
New Tropicana OpCo, Inc.	General Partner

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: Chief Executive Officer

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

ELGIN HOLDINGS II LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
Elgin Holdings I LLC	Sole and Managing Member**

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: *Chief Executive Officer*

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

LIGHTHOUSE POINT, LLC

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	**Title**
New Tropicana OpCo, Inc.	Sole and Managing Member**

By: /s/ Gary L. Carano
Name: Gary L. Carano
Title: *Chief Executive Officer*

** Registrant has no directors or managers

GUARANTOR REGISTRANT SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Reno, State of Nevada on January 11, 2019.

ELGIN RIVERBOAT RESORT-RIVERBOAT CASINO

By: /s/ Gary L. Carano
Gary L. Carano
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Gary L. Carano, Thomas R. Reeg, Anthony L. Carano and Edmund L. Quatmann, Jr., and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on January 11, 2019 by the following persons in the capacities indicated.

Signature	Title
/s/ Glenn Carano Glenn Carano	Member of Executive Committee**
/s/ Anthony L. Carano Anthony L. Carano	Member of Executive Committee, Executive Vice President and Chief Operating Officer**
/s/ Gary L. Carano Gary L. Carano	Member of Executive Committee, Chief Executive Officer**
/s/ Thomas R. Reeg Thomas R. Reeg	Member of Executive Committee, President and Chief Financial Officer**
/s/ Edmund L. Quatmann, Jr. Edmund L. Quatmann, Jr.	Member of Executive Committee, Executive Vice President, Chief Legal Officer and Secretary **

** Registrant has no directors or managers

Exhibit 5.1

January 11, 2019

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Ladies and Gentlemen:

We have acted as Nevada counsel to Eldorado Resorts, Inc. (the "Company"), and each of the Nevada limited liability companies listed on Schedule I hereto (the "Nevada Guarantors" and, together with the Company, the "Nevada Companies"), in connection with the filing by the Company of a registration statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), with respect to up to $600,000,000 in aggregate principal amount of 6% Senior Notes due 2026 (the "Exchange Notes") of the Company, and the related guarantees of the Exchange Notes (the "Exchange Guarantees") by the Guarantors to be issued in exchange for an equal aggregate principal amount of the Company's outstanding 6% Senior Notes due 2026 (the "Existing Notes") and the related guarantees of the Existing Notes issued September 20, 2018 pursuant to (i) the Indenture, dated as of September 20, 2018, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain supplemental indenture dated as of October 1, 2018 (the "Indenture") and (ii) the Registration Rights Agreement, dated as of September 20, 2018 (the "Registration Rights Agreement"), among the Company, the guarantors party thereto and the other parties party thereto.

In our capacity as such counsel, we are familiar with the proceedings taken and proposed to be taken by the Nevada Companies in connection with the authorization and issuance of the Exchange Notes and the Exchange Guarantees, all as referenced in the Registration Statement. For purposes of this opinion letter and except to the extent set forth in the opinions expressed below, we have assumed all such proceedings have been or will be timely completed in the manner presently proposed, and the terms of such issuance will be in compliance with applicable laws.

We have examined originals or copies certified or otherwise identified to our satisfaction as being true copies of the Registration Statement, the Indenture, the Registration Rights Agreement, the form of the Exchange Notes, the articles of incorporation or articles of organization and the bylaws or operating agreements, as applicable, of each of the Nevada Companies, the resolutions of the board of directors, managers, sole member or ultimate sole member, as applicable, of each of the Nevada Companies with respect to the Exchange Notes and the Exchange Guarantees, good standing certificates dated as of a recent date with respect to each of the Nevada Companies, and such other documents, agreements, instruments and limited liability company records as we have deemed necessary or appropriate for the purpose of issuing this opinion letter. We have obtained from officers and other representatives and agents of the Nevada Companies and from public officials, and have relied upon, such certificates, representations and assurance as we have deemed necessary and appropriate for the purpose of issuing this opinion letter.

Without limiting the generality of the foregoing, we have, with your permission, assumed without independent verification that (i) the obligations of each party set forth in the documents we have received are its valid and binding obligations, enforceable against such party in accordance with their respective terms; (ii) the statements of fact and representations and warranties set forth in the documents we reviewed are true and correct as to factual matters; (iii) each natural person executing a document has sufficient legal capacity to do so; (iv) all documents submitted to us as certified, conformed, photostatic, electronic or facsimile copies conform to the original documents; and (v) all limited liability company records made available to us by the Nevada Companies, and all public records we have reviewed, are accurate and complete.

We are qualified to practice law in the State of Nevada. The opinions set forth herein are expressly limited to and based exclusively on the general corporate laws of the State of Nevada, and we do not purport to be experts on, or to express any opinion with respect to the applicability or effect of, the laws of any other jurisdiction. We express no opinion herein concerning, and we assume no responsibility as to the laws or judicial decisions related to, or any orders, consents or other authorizations or approvals as may be required by, any federal laws, rules, or regulations, including, without limitation, any federal securities or bankruptcy laws, rules or regulations, any state securities or "blue sky" laws, rules or regulations or any state laws regarding fraudulent transfers.

Based on the foregoing and in reliance thereon, and subject to the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, we are of the opinion that:

1. The Company is validly existing as a corporation duly formed and in good standing under the laws of the State of Nevada. Each of the Nevada Guarantors is validly existing as a corporation or limited liability company, as applicable, and in good standing under the laws of the state of Nevada.

2. The Company has full corporate power and authority, and each of the Nevada Guarantors has the corporate or limited liability company, as applicable, power and authority to execute, deliver and perform its obligations under the Indenture and the Registration Rights Agreement, including the Exchange Notes and the Exchange Guarantees as applicable.

3. Each of the Nevada Companies has duly authorized the execution and delivery of the Indenture and the Registration Rights Agreement, and the performance of its obligations thereunder.

The opinions contained herein are subject to the effect of bankruptcy, insolvency, reorganization, moratorium, anti-deficiency, and other laws now or hereafter in effect relating to or affecting the enforcement of creditor's rights generally, the federal Bankruptcy Code, the Uniform Fraudulent Transfer Act (as codified in NRS Chapter 112), and any other laws, rules and regulations relating to fraudulent conveyances and transfers.

The opinions expressed herein are based upon the applicable laws of the State of Nevada and the facts in existence as of the date of this opinion letter. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinions set forth herein or to apprise you of any changes in any laws or facts after such time as the Registration Statement is declared effective. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly address by the opinions set forth herein.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted from or otherwise relied on for any other purpose.

Very truly yours,

/s/ McDONALD CARANO LLP

SCHEDULE I

NEVADA GUARANTORS

Eldorado Holdco LLC
Eldorado Resorts LLC
Eldorado Shreveport #1, LLC
Eldorado Shreveport #2, LLC
CCR Newco, LLC
Circus and Eldorado Joint Venture, LLC
CC-Reno LLC
Eldorado Limited Liability Company
IOC—Boonville, Inc.
Tropicana Laughlin, LLC
Columbia Properties Tahoe, LLC
TropWorld Games LLC
New Jazz Enterprises, L.L.C.
MB Development, LLC

Exhibit 5.2

MILBANK, TWEED, HADLEY & McCLOY LLP

NEW YORK
212-530-5000
FAX: 212-530-5219

WASHINGTON, D.C.
202-835-7500
FAX: 202-835-7586

LONDON
44-20-7615-3000
FAX: 44-20-7615-3100

FRANKFURT
49-69-71914-3400
FAX: 49-69-71914-3500

MUNICH
49-89-25559-3600
FAX: 49-89-25559-3700

2029 CENTURY PARK EAST, 33RD FLOOR

LOS ANGELES, CA 90067

424-386-4000

FAX: 213-629-5063

BEIJING
8610-5969-2700
FAX: 8610-5969-2707

HONG KONG
852-2971-4888
FAX: 852-2840-0792

SEOUL
822-6137-2600
FAX: 822-6137-2626

SINGAPORE
65-6428-2400
FAX: 65-6428-2500

TOKYO
813-5410-2801
FAX: 813-5410-2891

SÃO PAULO
55-11-3927-7700
FAX: 55-11-3927-7777

January 11, 2019

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Ladies and Gentlemen:

We have acted as securities counsel to (a) Eldorado Resorts, Inc., a Nevada corporation (the "**Company**"), (b) each of the Company's subsidiaries listed on Exhibit A-1 hereto (together, the "**Delaware Guarantors**"), and (c) each of the Company's subsidiaries listed on Exhibit A-2 hereto (collectively and together with the Delaware Guarantors, the "**Guarantors**"), in connection with the filing of a registration statement under the Securities Act of 1933, as amended (the "**Act**"), on Form S-4 with the Securities and Exchange Commission (the "**Registration Statement**"), with respect to up to $600,000,000 in aggregate principal amount of 6% Senior Notes due 2026 (the "**Exchange Notes**") of the Company, and the related guarantees of the Exchange Notes (the "**Exchange Guarantees**") by the Guarantors to be issued in exchange for an equal aggregate principal amount of the Company's outstanding 6% Senior Notes due 2026 (the "**Existing Notes**") and the related guarantees of the Existing Notes issued September 20, 2018 pursuant to (i) the Indenture, dated as of September 20, 2018, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by that certain supplemental indenture dated as of October 1, 2018 (the "**Indenture**") and (ii) the Registration Rights Agreement, dated as of September 20, 2018 (the "**Registration Rights Agreement**"), among the Company, the guarantors party thereto and the other parties party thereto.

In rendering the opinions expressed below, we have examined such corporate records, certificates and other documents, and such questions of law, as we have considered necessary or appropriate for the purposes of this opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. As to various questions of fact material to such opinions, we have, when relevant facts were not independently established, relied upon certificates of officers and representatives of the Company and the Guarantors and public officials, statements contained in the Registration Statement and other documents as we have deemed necessary as a basis for such opinions.

Based upon and subject to the foregoing and subject also to the comments and qualifications set forth below, and having considered such questions of law as we have deemed necessary as a basis for the opinions expressed below, we are of the opinion that:

1. Each Delaware Guarantor is validly existing as a corporation or limited liability company, as applicable, and has the corporate or limited liability company power and authority, as applicable, to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Registration Statement. Each Delaware Guarantor has duly authorized the execution and delivery of the Indenture and the Exchange Guarantees.

2. The Exchange Notes, when executed, delivered and authenticated in accordance with the provisions of the Indenture and when exchanged by the holders thereof for the Existing Notes in the manner contemplated by the Registration Statement and in accordance with the terms of the Registration Rights Agreement and the Indenture, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to the qualification that enforceability of the obligations of the Company thereunder may be limited by (i) bankruptcy, fraudulent conveyance or transfer, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and (ii) the application of general principles of equity (regardless of whether considered in a proceeding at law or in equity) including, without limitation, (a) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (b) concepts of good faith, reasonableness, fair dealing and materiality.

3. Each of the Exchange Guarantees, when the Exchange Notes and the Exchange Guarantees are executed, delivered and authenticated in accordance with the provisions of the Indenture and exchanged by the holders thereof for the Existing Notes in the manner contemplated by the Registration Statement and in accordance with the terms of the Registration Rights Agreement and the Indenture, will constitute valid and legally binding obligations of each of the Guarantors, enforceable against each of the Guarantors in accordance with their terms, subject to the qualification that (i) enforceability of the obligations of each of the Guarantors thereunder may be limited by (x) bankruptcy, fraudulent conveyance or transfer, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and (y) the application of general principles of equity (regardless of whether considered in a proceeding at law or in equity) including, without limitation, (a) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (b) concepts of good faith, reasonableness, fair dealing and materiality, and (ii) the waiver of defenses by the Guarantors in such guarantees may be limited by principles of public policy in New York.

We express no opinion as to (i) the applicability to the obligations of the Delaware Guarantors under the applicable Exchange Guarantee of such Guarantor of (or the enforceability of such obligations under) Section 548 of Chapter 11 of Title 11 of the United States Code, as amended, Article 10 of the New York Debtor and Creditor Law, as amended, or any other provision of law relating to fraudulent conveyances, transfers or obligations or (ii) any provisions of the law of the jurisdiction of incorporation or organization of any Guarantor restricting dividends, loans or other distributions by a corporation or other business entity or association for the benefit of its stockholders or similar persons.

To the extent that the obligations of the Company and the Guarantors under the Exchange Notes, the Exchange Guarantees and the Indenture, as applicable, may be dependent upon such matters, we have assumed for purposes of this opinion that (i) the Trustee is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) the Trustee has been duly qualified to engage in the activities contemplated by the Indenture; (iii) except in each case to the extent specifically set forth above with respect to the Delaware Guarantors, (a) each party to the Indenture, the Exchange Notes and the Exchange Guarantees (collectively, the "**Transaction Documents**") is duly organized and validly existing under the laws of the jurisdiction of its organization and has full power and authority (corporate or other) to execute, deliver and perform its obligations under the Transaction Documents; (b) the Transaction Documents have been duly authorized by all necessary action on the part of the parties thereto and (c) the Transaction Documents have been duly executed and delivered by each party thereto; (iv) the Indenture constitutes a legal, valid and binding obligation of the Trustee, enforceable against the Trustee in accordance with its terms; (v) the Trustee is in compliance generally and with respect to acting as Trustee under the Indenture, with all applicable laws and regulations; and (vi) the Trustee has the requisite organizational and legal power and authority to perform its obligations under the Indenture.

In connection with the foregoing opinions, we have also assumed that at the time of the issuance and delivery of the Exchange Notes and the Exchange Guarantees, there will not have occurred any change in law affecting the validity, legally binding character or enforceability of the Exchange Notes or the Exchange Guarantees and that the issuance and delivery of the Exchange Notes and the Exchange Guarantees, all of the terms of the Exchange Notes and the Exchange Guarantees and the performance by the Company and the Guarantors of their respective obligations thereunder will comply with applicable law and with each requirement or restriction imposed by any court or governmental body having jurisdiction over the Company or any of the Guarantors and will not result in a default under or a breach of any agreement or instrument then binding upon the Company or any of the Guarantors.

The foregoing opinions are limited to matters involving the laws of the State of New York and the State of Delaware, and we do not express any opinion as to the laws of any other jurisdiction including, without limitation, the laws of Nevada, Louisiana, Ohio, Pennsylvania, West Virginia, Colorado, Iowa, Florida, Mississippi, Missouri, Illinois, Indiana, Louisiana, West Virginia or New Jersey.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to us under the heading “Legal Matters” in the Prospectus contained in such Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

This opinion is furnished to you in connection with the filing of the Registration Statement, and is not to be used, circulated, quoted or otherwise relied on for any other purpose. The opinions set forth in this letter are effective as of the date hereof. We express no opinions other than as herein expressly set forth, and no expansion of our opinions may be made by implication or otherwise. We do not undertake to advise you of any matter within the scope of this letter which comes to our attention after the delivery of this letter, and we disclaim any responsibility to advise you of future changes in law or fact which may affect the above opinions.

Very truly yours,

/s/ Milbank, Tweed, Hadley & McCloy LLP

DRC/BDN

Exhibit A-1

A. Corporations
   1. Tropicana Entertainment Inc.
   2. MTR Gaming Group, Inc.
   3. IOC-Vicksburg, Inc.
   4. New Tropicana Holdings, Inc.
   5. New Tropicana OpCo, Inc.

B. Limited Liability Companies
   1. Isle of Capri Casinos LLC
   2. IOC-Vicksburg, L.L.C.
   3. PPI Development Holdings LLC
   4. PPI Development LLC
   5. Elgin Holdings I LLC
   6. Elgin Holdings II LLC
   7. Tropicana St. Louis LLC
   8. TEI Management Services LLC
   9. TLH LLC
   10. TEI R7 Investment LLC
   11. TEI (St. Louis) RE, LLC
   12. TEI (STLH), LLC
   13. TEI (ES), LLC
   14. Tropicana St. Louis RE LLC

Exhibit A-2

1. Eldorado Resorts LLC, a Nevada limited liability company
2. Eldorado Holdco LLC, a Nevada limited liability company
3. Eldorado Shreveport #1, LLC, a Nevada limited liability company
4. Eldorado Shreveport #2, LLC, a Nevada limited liability company
5. Eldorado Casino Shreveport Joint Venture, a Louisiana limited partnership
6. Mountaineer Park, Inc., a West Virginia corporation
7. Presque Isle Downs, Inc., a Pennsylvania corporation
8. Scioto Downs, Inc., an Ohio corporation
9. Eldorado Limited Liability Company, a Nevada Limited Liability Company
10. CCR Newco LLC, a Nevada limited liability company
11. Circus and Eldorado Joint Venture, LLC, a Nevada Limited Liability Company
12. CC-Reno LLC, a Nevada Limited Liability Company
13. Black Hawk Holdings, L.L.C., a Colorado limited liability company
14. IC Holdings Colorado, Inc., a Colorado corporation
15. CCSC/Blackhawk, Inc., a Colorado corporation
16. Isle of Capri Black Hawk, L.L.C., a Colorado limited liability company
17. IOC - Black Hawk Distribution Company, LLC, a Colorado limited liability company
18. IOC Holdings, L.L.C., a Louisiana limited liability company
19. St. Charles Gaming Company, L.L.C., a Louisiana limited liability company
20. IOC Black Hawk County, Inc., an Iowa corporation
21. Isle of Capri Bettendorf, L.C., an Iowa limited liability company
22. PPI, Inc., a Florida corporation
23. Pompano Park Holdings, L.L.C., a Florida limited liability company
24. IOC - Lula, Inc., a Mississippi corporation
25. IOC-Kansas City, Inc., a Missouri corporation
26. IOC - Boonville, Inc., a Nevada corporation
27. IOC-Caruthersville, LLC, a Missouri limited liability company
28. IOC-Cape Girardeau, LLC, a Missouri limited liability company
29. Rainbow Casino-Vicksburg Partnership, L.P., a Mississippi limited partnership
30. Elgin Riverboat Resort – Riverboat Casino, an Illinois partnership
31. Tropicana Atlantic City Corp., a New Jersey corporation
32. Aztar Indiana Gaming Company, LLC, an Indiana limited liability company
33. Aztar Riverboat Holding Company, LLC, an Indiana limited liability company
34. Tropicana Laughlin, LLC, a Nevada limited liability company
35. Catfish Queen Partnership in Commendam, a Louisiana partnership
36. Lighthouse Point, LLC, a Mississippi limited liability company
37. Columbia Properties Tahoe, LLC, a Nevada limited liability company
38. TropWorld Games LLC, a Nevada limited liability company
39. New Jazz Enterprises, L.L.C., a Nevada limited liability company
40. Centroplex Centre Convention Hotel, L.L.C., a Louisiana limited liability company
41. MB Development, LLC, a Nevada limited liability company

Exhibit 5.3

THE TIPTON LAW FIRM, P.C.

John J. Tipton, Esq.*
JohnTipton@TheTiptonLawFirm.com
*Admitted to Practice in Colorado and Pennsylvania

January 11, 2019

Via Email to Kim Covington, Esq. at ***KCovington@milbank.com*** and Natalie Chitayat, Esq. at ***NChitayat@milbank.com;*** Jack Goodfriend, Esq. at ***JGoodfriend@milbank.com***; Josh Cohn, Esq. at ***JCohn@cahill.com;*** David Iseneberg, Esq. at ***DIsenberg@milbank.com.***

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Ladies and Gentlemen:

We have acted as special Colorado counsel to Black Hawk Holdings, L.L.C., IC Holdings Colorado, Inc., CCSC/Blackhawk, Inc., Isle of Capri Black Hawk, L.L.C. and IOC—Black Hawk Distribution Company, LLC (the "**Colorado Guarantors**"), in connection with the filing by Eldorado Resorts, Inc. (the "Company") of a registration statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), with respect to up to $600,000,000 in aggregate principal amount of 6% Senior Notes due 2026 (the "Exchange Notes") of the Company, and the related guarantees of the Exchange Notes (the "Exchange Guarantees") by the Guarantors to be issued in exchange for an equal aggregate principal amount of the Company's outstanding 6% Senior Notes due 2026 (the "Existing Notes") and the related guarantees of the Existing Notes issued September 20, 2018 pursuant to (i) the Indenture, dated as of September 20, 2018, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain supplemental indenture dated as of October 1, 2018 (the "Indenture") and (ii) the Registration Rights Agreement, dated as of September 20, 2018 (the "Registration Rights Agreement"), among the Company, the guarantors party thereto and the other parties party thereto.

In order to express the opinions contained herein, we have examined such records, documents, certificates of public officials of the Colorado Guarantors, made such inquiries of officials of the Colorado Guarantors, and considered such questions of law as we have deemed necessary for the purpose of rendering the opinions set forth herein. Our examinations have also included review of originals or copies certified or otherwise identified to our satisfaction as being true copies of the Registration Statement, the Indenture, the Registration Rights Agreement, the form of the Exchange Notes, the Articles of Incorporation, Articles of Organization, By-Laws and Operating Agreements, as applicable to the various Colorado Guarantors, Action by Written Consent of the Authorized Representatives of the Transaction Parties which include, among others, the Colorado Guarantors, with respect to the Exchange Notes and the Exchange Guarantees, and the good standing certificates dated as of a recent date with respect to each of the Colorado Guarantors ("Documents").

We have also made such legal and factual examinations and have made such inquiries and examined such other documents and proceedings as we deemed necessary or appropriate for the purpose of this opinion.

Whenever any opinion or confirmation set forth in this letter is qualified by the words "to our knowledge" or by other words of similar meaning, such words mean the actual current awareness by us of factual matters that attorneys generally recognize as being relevant to the opinion or confirmation so qualified. These words signify that in the course of our representation of the Colorado Guarantors that no facts have come to our

attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise may be stated in this letter, we have undertaken no independent investigation or verification of such matters.

As to various factual matters that are material to the opinions and confirmations set forth herein, we have relied on the representations and warranties of the parties to the Documents and our review of the Articles of Incorporation, Articles of Organization, By-Laws and Operating Agreement ("Organizational Documents"), as applicable to the various Colorado Guarantors, from the Colorado Secretary of State. We have not independently verified, nor do we assume any responsibility for the factual accuracy or completeness of, any such representations, warranties, statements or certifications, and no inference as to our knowledge of the existence or absence of facts should be drawn from us serving as counsel to the Colorado Guarantors in connection with this transaction or in connection with other legal matters. To the best of our knowledge, however, we have not become aware of any factual inaccuracy or incompleteness in any such representations, warranties, statements or certifications.

In addition, we have assumed, without independent investigation the following:

(a) The genuineness of all signatures on the documents reviewed by us, the legal capacity of natural persons, the conformity to the originals of all documents submitted to us as copies thereof, and the authenticity of all documents submitted to us as original documents;

(b) The due authorization, execution and delivery of the Documents by all parties thereto (other than the Colorado Guarantors);

(c) (i) That each of the parties to the Documents (other than the Colorado Guarantors) is duly organized, validly existing and in good standing under the laws of the respective jurisdiction governing its organization, (ii) that each of the parties to the Documents (other than the Colorado Guarantors) has all legal power and authority required to carry on its business as now conducted and to execute, deliver and perform the Documents, and, (iii) that the execution, delivery and performance of the Documents and the consummation of the transactions contemplated thereby does not violate the corporate or other charter documents or bylaws of, or any corporate or banking law pertinent to, or agreement or court order or judgment binding upon, each such party (other than the Colorado Guarantors) thereto;

(d) That any authorizations, approvals or other actions by, and notices to or filings with any court or any federal or other governmental authority (other than of a Colorado governmental authority) necessary for the execution, delivery, effectiveness and performance of the Documents by the parties thereto (or the parties on whose behalf they are acting) have been obtained or made;

(e) That the execution, delivery and performance of the Documents by the parties thereto do not violate any laws or regulations of any governmental authority (other than a Colorado governmental authority);

(f) That each of the applicable Transaction Parties has received consideration for the grant of the Guarantee;

(g) That the New York Documents constitute the legal, valid and binding obligations of the parties thereto under the laws of the State of New York;

(h) That any New York court and any federal court applying New York principles of choice of law in a properly presented case will uphold the choice of New York law to govern the New York Documents;

(i) That the Trustee will enforce its rights and remedies in good faith and in a commercially reasonable manner;

(j) That there are no documents or agreements between or among any of the Transaction Parties on the one part and any Initial Purchaser, noteholder or other signatories on the other part which alter the provisions of the Documents and which would have an effect on the opinions expressed in this opinion letter; and

(k) That the Documents are enforceable against all parties thereto in accordance with their terms;

We have not reviewed, and express no opinion as to, any instrument or agreement (other than the Documents) referred to or incorporated by reference in the Documents.

Based upon the foregoing and subject to the qualifications set forth herein, we are of the following opinions:

Opinions:

(i) Each of the Colorado Guarantors have been duly organized and is validly existing and in good standing under the laws of the State of Colorado, with full power and authority to own its properties and conduct its business and is duly qualified to do business in Colorado;

(ii) Each of the Colorado Guarantors has full corporate power and authority, to execute, deliver and perform its obligations under the Documents as applicable to each of them.

(iii). Each of the Colorado Guarantors has duly authorized the execution and delivery of the Documents as applicable to them, and the performance of the obligations thereunder as applicable to each of them.

Qualifications and Limitations:

The opinions expressed herein are subject to, limited, and qualified by the following:

1. The opinions herein are limited in all respect to the substantive laws of the State of Colorado. To the extent any of the foregoing opinions relate to matters governed by the laws of any other State or jurisdiction, we express no opinion but have assumed, without investigation, that the law of such State or other jurisdiction is, in substance, the same as the laws of Colorado. In this regard, we note that many of the documents purport to be governed by laws other than those of the State of Colorado.

2. The opinions herein are limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting the rights of creditors and the opinions herein regarding the legality, validity, binding effect or enforceability of the Documents or any security interest granted thereunder are subject to the effect of general principles of equity whether applied by a court of equity or law (and which general principles may include, without limitation, the following concepts: (a) principles governing the availability of specific performance, injunctive relief or other traditional equitable remedies; (b) principles affording traditional equitable defenses such as waiver, laches and estoppel; (c) implied duties of good faith and fair dealing; (d) implied requirements of reasonableness; (e) implied requirements of materiality of breaches; (f) the availability of defenses based on impracticability or impossibility of performance; and (g) the effect of obstruction, failure to perform, or otherwise to act in accordance with an agreement by any person other than the person against whom enforcement of such agreement is sought.

3. Limitations based on statutes or on public policy limiting a person’s right to waive the benefits of statutory provisions or common law rights.

4. The unenforceability under certain circumstances of waivers, of provisions indemnifying, or prospectively releasing, a party against liability for its own wrongful acts or where the release or indemnification is contrary to public policy.

5. This letter and the matters addressed herein are as of the date hereof or such earlier date as is specified herein, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein, whether based on a change in the law, a change in any fact relating to the Colorado Guarantors, Lenders or any other person, or any other circumstance. This opinion letter is limited to the matters expressly stated herein and no opinions are to be inferred or may be implied beyond the opinions expressly set forth herein.

6. Finally, the undersigned directs your attention to the fact that he is a member of the State Bar of Colorado only and that we have expressed no opinion herein concerning any laws other than the laws of the State of Colorado.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted from or otherwise relied on for any other purpose.

The Tipton Law Firm, P.C.
A Colorado Professional Corporation

By: /s/ John J. Tipton
John J. Tipton
Title: President

PHELPS DUNBAR LLP

Louisiana | Mississippi | Texas | Florida | Alabama | North Carolina | London

January 11, 2019

21203-26

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Re: Eldorado Resorts, Inc.: Florida, Mississippi and Louisiana Opinion

Ladies and Gentlemen:

We have acted as special counsel to PPI, Inc., a Florida corporation ("**PPI**") and Pompano Park Holdings, LLC, a Florida limited liability company ("**Pompano Park,** and together with PPI, the "**Florida Guarantors**"), Catfish Queen Partnership in Commendam, a Louisiana partnership ("**Catfish Queen**"), Centroplex Centre Convention Hotel, L.L.C., a Louisiana limited liability company ("**Centroplex**"), Eldorado Casino Shreveport Joint Venture, a Louisiana general partnership ("**ECSJV**"), St. Charles Gaming Company, L.L.C., a Louisiana limited liability company ("**St. Charles**"), and IOC Holdings, L.L.C., a Louisiana limited liability company ("**Holdings**" and together with Catfish Queen, Centroplex, ECSJV and St. Charles, collectively the "**Louisiana Guarantors**"), Lighthouse Point, LLC, a Mississippi limited liability company ("**Lighthouse**"), IOC-Lula, Inc., a Mississippi corporation ("**IOC-Lula**") and Rainbow Casino-Vicksburg Partnership, L.P., a Mississippi limited partnership ("**Rainbow**" and together with Lighthouse and IOC-Lula, collectively the "**Mississippi Guarantors**" and together with the Florida Guarantors and the Louisiana Guarantors, collectively the "**Guarantors**"), in connection with the filing of a registration statement by Eldorado Resorts, Inc. (the "**Company**"), on Form S-4 (the "**Registration Statement**") with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"), with respect to up to $600,000,000 in aggregate principal amount of 6% Senior Notes due 2026 (the "**Exchange Notes**") of the Company, and the related guarantees of the Exchange Notes (the "**Exchange Guarantees**") by the Guarantors to be issued in exchange for an equal aggregate principal amount of the Company's outstanding 6% Senior Notes due 2026 (the "**Existing Notes**") and the related guarantees of the Existing Notes issued September 20, 2018 pursuant to (i) the Indenture (the "**Indenture**"), dated as of September 20, 2018, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by that certain supplemental indenture dated as of October 1, 2018 (the "**Supplemental Indenture**") and (ii) the Registration Rights Agreement, dated as of September 20, 2018, as supplemented by that certain Joinder Agreement to Registration Rights Agreement, dated as of October 1, 2018 (the "**Registration Rights Agreement**"), among the Company, the guarantors party thereto and the other parties party thereto. Capitalized terms used herein not otherwise defined shall have the meanings specified in the Registration Statement.

This opinion letter with respect to Florida law has been prepared and is to be construed in accordance with the "Report on Third-Party Legal Opinion Customary Practice in Florida, dated December 3, 2011," published by the Legal Opinion Standards Committees of the Business Law and Real Property, Probate and Trust Law Sections of the Florida Bar (the "**Report**"). The Report is incorporated by reference into this opinion letter.

This opinion letter is limited to the matters expressly stated herein and is rendered solely in connection with the Transaction Document (as defined herein) unless otherwise expressly stated herein. No opinions are to be inferred or implied beyond the opinions expressly so stated.

DOCUMENTS EXAMINED

In connection with our opinion we have examined, among other things, executed copies of the following documents:

A. the form of Registration Statement;

B. the Indenture;

C. the Registration Rights Agreement;

D. the Supplemental Indenture (together with the Registration Rights Agreement, also referred to herein as the "**Transaction Documents**");

E. E. the Action by Written Consent of the Authorized Representatives of the Transaction Parties dated September 6, 2018, as supplemented by that certain Action by Written Consent of the Authorized Representatives of the Transaction Parties dated October 1, 2018, which include, among others, the Guarantors (the "**Written Consent**");

F. the corporate, partnership and organizational documents listed on Schedule I attached hereto; and

G. Such other documents, matters, statutes, ordinances, published rules and regulations, published judicial and governmental decisions interpreting or applying the same, and other official interpretations as we deem applicable in connection with this opinion.

The documents listed in items A through C are herein sometimes collectively referred to as the "**New York Documents**". This opinion with respect to the Transaction Documents shall not be deemed to extend to other documents or agreements which are incorporated therein by reference, or which may be attached to the Transaction Documents as exhibits or otherwise referenced therein or purported to be continued, consolidated or restated thereby. We have assumed that the Transaction Documents as executed is in the form of the latest distributed execution draft provided to us with all blanks, schedules and exhibits therein accurately completed and attached. The Company and the Guarantors are herein sometimes collectively referred to as the "**Transaction Parties**" (and each as a "**Transaction Party**"). The documents listed in items A through G are herein sometimes collectively referred to as the "**Documents**".

RELIANCE AND ASSUMPTIONS

In addition, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such agreements, instruments, documents, certificates, consents, corporate resolutions or other statements of public officials and of company officers and representatives and such other papers as we have deemed necessary for purposes of this opinion. As to questions of fact material to the opinions hereinafter expressed, we have without independent investigation relied upon information from and certificates of company officers and public officials (including without limitation certificates of existence and good standing issued by the Florida, Louisiana and Mississippi Secretaries of State) and upon the recitals and representations set forth in the Documents.

For the purposes of this opinion, we have assumed, without independent inquiry or investigation:

(a) The genuineness of all signatures on the documents reviewed by us, the legal capacity of natural persons, the conformity to the originals of all documents submitted to us as copies thereof, and the authenticity of all documents submitted to us as original documents;

(b) The due authorization, execution and delivery of the Documents by all parties thereto (other than the Guarantors);

(c) (i) That each of the parties to the Documents (other than the Guarantors) is duly organized, validly existing and in good standing under the laws of the respective jurisdiction governing its organization, (ii) that each of the parties to the Documents (other than Guarantors) has all corporate power and authority required to carry on its business as now conducted and to execute, deliver and perform the Documents, and (iii) that the execution, delivery and performance of the Documents and the consummation of the transactions contemplated thereby does not violate the corporate or other charter documents or bylaws of, or any corporate or banking law pertinent to, or agreement or court order or judgment binding upon, each such party (other than the Guarantors) thereto;

(d) That any authorizations, approvals or other actions by, and notices to or filings with, any court or any federal or other governmental authority necessary for the execution, delivery, effectiveness and performance of the Documents by the parties thereto (or the parties on whose behalf they are acting) have been obtained or made;

(e) That the execution, delivery and performance of the Transaction Documents by the parties thereto do not violate any laws or regulations of any governmental authority (other than a Florida, Louisiana or Mississippi governmental authority);

(f) That each of the applicable Transaction Parties has received consideration for the grant of the Exchange Guarantees;

(g) That the New York Documents constitute the legal, valid and binding obligations of the parties thereto under the laws of the State of New York;

(h) That any New York court and any federal court applying New York principles of choice of law in a properly presented case will uphold the choice of New York law to govern the New York Documents;

(i) That the Trustee will enforce its rights and remedies in good faith and in a commercially reasonable manner;

(j) That there are no documents or agreements between or among any of the Transaction Parties on the one part and any Initial Purchaser, noteholder or other signatories on the other part which alter the provisions of the Documents and which would have an effect on the opinions expressed in this opinion letter;

(k) That the Documents are enforceable against all parties thereto in accordance with their terms;

(l) The due authorization, execution and delivery of the Written Consent by the following entities who are partners of ECSJV: (i) Eldorado Shreveport #1, LLC; and (ii) Eldorado Shreveport #2, LLC;

(m) The due authorization, execution and delivery of the Written Consent by the following entities who are partners of Catfish Queen: (i) New Tropicana Opco, Inc.; (ii) New Jazz Enterprises, LLC; and (iii) New Tropicana Holdings, Inc.; and

(n) The due authorization, execution and delivery of the Written Consent by the following entities who are partners of Rainbow: (i) IOC-Vicksburg, Inc.; and (ii) IOC-Vicksburg, L.L.C.

We have not reviewed, and express no opinion as to, any instrument or agreement (other than the Transaction Documents) referred to or incorporated by reference in the Documents.

We have not made or undertaken to make any investigation as to factual matters or as to the accuracy or completeness of any representation, warranty, data or any other information, whether written or oral, that may have been made by or on behalf of the parties to the Documents or otherwise, and we assume, in giving this opinion, that none of such information, if any, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they are made, not misleading.

OPINIONS

Based upon the foregoing assumptions and subject to the other limitations, assumptions and qualifications set forth below, we are of the opinion that:

1. PPI is a corporation organized under Florida law, its corporate status is active, and it has the corporate power and authority, as applicable, to execute, deliver and perform its obligations under the Transaction Documents. Pompano Park is a limited liability company organized under Florida law, its limited liability company status is active, and it has the limited liability company power and authority, as applicable, to execute, deliver and perform its obligations under the Transaction Documents.

2. Catfish Queen and ECSJV each has been duly formed and is validly existing and in good standing under the laws of the State of Louisiana, has requisite partnership power and authority, as applicable, to execute, deliver and perform its obligations under the Transaction Documents. Centroplex, St. Charles and Holdings each has been duly organized and is validly existing and in good standing under the laws of the State of Louisiana, has requisite limited liability company power and authority, as applicable, to execute, deliver and perform its obligations under the Transaction Documents.

3. Lighthouse has been duly organized and is validly existing and in good standing under the laws of the State of Mississippi, has requisite limited liability company power and authority, as applicable, to execute, deliver and perform its obligations under the Transaction Documents. IOC-Lula has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Mississippi, has requisite corporate power and authority, as applicable to execute, deliver and perform its obligations under the Transaction Documents. Rainbow has been duly formed and is validly existing as a limited partnership in good standing under the laws of the State of Mississippi, has requisite limited partnership power and authority, as applicable, to execute, deliver and perform its obligations under the Transaction Documents.

4. The Transaction Documents have been duly authorized, executed and delivered by the Guarantors and are legally valid and binding obligations of the Guarantors, enforceable against the Guarantors in accordance with their terms.

EXCEPTIONS AND QUALIFICATIONS

In addition to the qualifications set forth above, the opinions set forth herein are also subject to the following additional assumptions, exceptions, qualifications and limitations:

A. The opinions provided above are limited by the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting the rights of creditors generally, and by general principles of equity (whether enforcement is considered in a proceeding in equity or at law), including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing which among other effects may limit the availability of certain remedies including (without limitation) the rights of self help, injunctive relief and specific performance, and by Gaming Laws. In particular, we express no opinion as to the possible applicability of provisions of the bankruptcy, insolvency and similar laws of the United States and the States of Florida, Louisiana and Mississippi pertaining to fraudulent conveyances or of the admiralty laws of the United States pertaining to equitable subordination. The opinions expressed above are limited to the extent the Exchange Guarantees were not made for fair consideration or have not furthered the business interests of the Guarantors.

B. (1) We express no opinion as to the validity, performance and enforceability of the following provisions in the Documents: (i) appointments of any party as attorney in fact for another party, or grants of irrevocable proxies to vote stock or other entity ownership interests; (ii) prospective ratifications and confirmations of actions, consents to jurisdiction, venue and non judicial service of process, provisions permitting acceleration of indebtedness without notice of acceleration, and waivers of set off, subrogation, notices, court hearings, legal delays, venue objections, improper service objections, jury trial, statutes of limitations or liberative prescription periods, or waivers of claims, damages, counterclaims or defenses not now known or not presently in existence, or global waivers of rights and remedies afforded by law; (iii) provisions which purport to establish evidentiary standards or the conclusiveness or reasonableness of determinations or actions; (iv) prohibitions of amendment or waiver of any of the provisions of the Documents other than by agreements in writing, and provisions authorizing the delay or failure to exercise a right without waiving such right; (vi) provisions relating to the severability of agreements; (vii) provisions which release a party for or indemnify a party against its own intentional or gross fault or punitive damages, or matters involving violations of federal or state securities laws; (viii) provisions which purport to establish that funds or other property are or will be held by a party in trust for another party; (ix) authorizations of attorney's fees or liquidated damages to the extent that a court determines that such fees or damages are not reasonable in amount; and (x) fraudulent conveyance savings clauses.

(2) We express no opinion as to the validity or enforceability of the New York Documents, and the opinions expressed above should not be construed as extending thereto.

C. (1) The opinions expressed above do not extend to, and we express no opinion as to, whether the Transaction Parties have made any filings or obtained or maintained any authorizations or permits required by or necessary for the operation of their respective businesses, and in particular whether or not the Transaction Parties or their properties are in compliance with any Gaming Laws, any environmental law or regulation, any Coast Guard regulation, or any zoning, health or safety law or regulation.

(2) Our opinions expressed above are based upon a review of those statutes and regulations which, in our experience, are normally applicable to transactions of the type contemplated by the Documents.

D. (1) You are aware that the Transaction Parties are subject to the Gaming Laws and federal statutes, regulations and orders regulating gaming. The recipients of this opinion understand and acknowledge that the parties to and the transactions contemplated by the Documents, and the suitability of the Transaction Parties to conduct gaming operations, remain subject to continuing review by gaming authorities, and the Transaction Parties are subject from time to time to administrative proceedings and investigations. In particular, we do not express an opinion or imply that the gaming licenses and suitability of the Transaction Parties will continue, or that such matters will not be affected by facts and circumstances not known to us on the date hereof.

(2) You should be aware that the Florida Department of Business and Professional Regulation, Division of Pari-mutuel Wagering, Louisiana Gaming Control Board and the Mississippi Gaming Commission retains broad discretion to require any person directly or indirectly involved with a gaming licensee such as the pertinent Transaction Parties, including without limitation a lender or holder of indebtedness of a gaming licensee, to apply for a license or finding of suitability and to be found suitable in order to remain the holder of a note.

E. We express no opinion as to the application or effect of any state or federal securities, blue sky, zoning, land use, environmental, patent or other intellectual property or tax laws. We have not been requested to review, and have not undertaken to review, federal or state banking laws or regulations. We express no opinion with respect to any proposed transfer of the Documents, the requirements therefor, or the application of any federal or state laws applicable to the sale of any interest in any Documents.

F. No opinion is to be implied herein or inferred herefrom as to (1) the financial ability of the Transaction Parties to meet their respective obligations under the Documents, (2) the truthfulness or accuracy of any financial statements, reports, plans or documents or other facts furnished to you by the Transaction Parties in connection with the Documents, (3) the truthfulness or accuracy of any statements of fact made by the Transaction Parties in the Documents or any other documents described herein except to the extent that such matters are expressly addressed herein, or (4) whether any of the obligations, covenants or agreements contained in the Documents in fact have been or will be fulfilled, completed or performed. We have assumed that no facts exist that would make available the defenses of error, fraud or other vices of consent.

G. We express no opinion as to the effect of compliance by the Trustee or any lender with any state or federal laws or regulations applicable to the transactions because of the nature of any of its respective businesses.

H. Our opinion expressed above in Opinion paragraphs 1, 2 and 3 does not extend to, and we express no opinion as to, whether any of the Guarantors are in “tax good standing” as to the payment of or filings related to Florida, Louisiana or Mississippi taxes (as opposed to filings relating to its entity status with the Florida, Louisiana or Mississippi Secretaries of State).

I. Our opinion expressed above in Opinion paragraph 4 regarding the execution and delivery of the Transaction Documents is based upon our review of copies of executed signature pages for the Transaction Documents provided to us by others purportedly present at the closing of the transactions contemplated by the Transaction Documents. We did not physically witness the execution or delivery of the Transaction Documents.

This opinion is limited to the laws of the States of Florida, Louisiana and Mississippi. We express no opinion as to the laws of the federal government, any other state or any foreign jurisdiction or any matters of municipal law. Furthermore, no opinion is expressed herein as to the effect of any future acts of the parties or changes in existing law. We undertake no responsibility to advise you of any changes after the date hereof in the law or the facts presently in effect that would alter the scope or substance of the opinions herein expressed. This letter expresses our legal opinion as to the foregoing matters based on our professional judgment at this time; it is not, however, to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinions set forth above.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is rendered as of the date hereof, is intended solely for your benefit and may be relied upon only by you in connection with the filing of the Registration Statement as described herein. This opinion may not be relied upon by you for any other purpose, and may not otherwise be used, circulated, quoted or relied upon without our prior written consent. Notwithstanding the foregoing, copies of this Opinion may be provided to your accountants, attorneys and other professional advisors and to regulatory agencies having jurisdiction over you. At your request, we hereby consent to reliance hereon by any future participants in or assigns of your interests in the Documents to the extent such participants or successors or assigns are expressly permitted by the Indenture, but we express no opinion with respect to any issue arising out of or related to (i) the identity or status of any such assignee, successor or participant or (ii) any subsequent transaction. We shall have no obligation to revise or reissue this opinion with respect to any transaction which occurs after the date hereof and we undertake no responsibility or obligation to consider this opinion's applicability or correctness to any Person other than its addressee.

Very truly yours

/s/ Phelps Dunbar, L.L.P.

Phelps Dunbar, L.L.P.

Schedule I

1. Copy of the Articles of Incorporation of PPI;

2. Copy of the By-Laws of PPI;

3. Certificate of Status, dated January 10, 2019, issued by the Secretary of State of the State of Florida, with respect to PPI;

4. Copy of the Articles of Organization of Pompano Park, as amended and restated by that certain Amendment and Restatement of Articles of Organization of Pompano Park;

5. Certificate of Status, dated January 10, 2019, issued by the Secretary of State of the State of Florida, with respect to Pompano Park;

6. Copy of the Amended and Restated Operating Agreement of Pompano Park;

7. Certified copy of the Second Amended and Restated Partnership Agreement for Catfish Queen;

8. Certificate of Existence, dated January 10, 2019, issued by the Secretary of the State of Louisiana, with respect to Catfish Queen;

9. Certified copy of the Articles of Organization of Centroplex;

10. Certified copy of the Operating Agreement for Centroplex;

11. Certificate of Good Standing, dated January 10, 2019, issued by the Secretary of the State of Louisiana, with respect to Centroplex;

12. Certified copy of the Partnership Agreement for ECSJV;

13. Certificate of Existence, dated January 10, 2019, issued by the Secretary of the State of Louisiana, with respect to ECSJV;

14. Certified copy of the Articles of Organization for St. Charles;

15. Copy of the Operating Agreement of St. Charles;

16. Certificate of Good Standing, dated January 10, 2019, issued by the Secretary of the State of Louisiana, with respect to St. Charles;

17. Certified copy of the Articles of Organization for Holdings;

18. Copy of the Operating Agreement of Holdings;

19. Certificate of Good Standing, dated January 10, 2019, issued by the Secretary of the State of Louisiana, with respect to Holdings;

20. Certified copy of the Certificate of Formation for Lighthouse;

21. Copy of the Limited Liability Company Agreement of Lighthouse;

22. Certificate of Good Standing, dated January 10, 2019, issued by the Secretary of the State of Mississippi, with respect to Lighthouse;

23. Certified copy of the Articles of Incorporation for IOC-Lula;

24. Copy of the Bylaws of IOC-Lula;

25. Certificate of Good Standing, dated January 10, 2019, issued by the Secretary of the State of Mississippi, with respect to IOC-Lula;

26. Certified copy of the Certificate of Limited Partnership for Rainbow;

27. Copy of the Limited Partnership Agreement for Rainbow; and

28. Certificate of Good Standing, dated January 10, 2019, issued by the Secretary of the State of Mississippi, with respect to Rainbow.

Exhibit 5.5

MAYER·BROWN

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January 11, 2019

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Re: Registration Statement on Form S-4 for 6.000% Senior Notes due 2026

Ladies and Gentlemen:

We have acted as special Illinois counsel to Elgin Riverboat Resort–Riverboat Casino, an Illinois partnership (the "Company") and wholly owned subsidiary of Eldorado Resorts, Inc., a Nevada corporation ("ERI"), in connection with the filing by ERI of a Registration Statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), to register under the Securities Act up to $600,000,000 in aggregate principal amount of ERI's 6.000% Senior Notes due 2026 and the related guarantees, including the guarantee to be provided by the Company (the "Exchange Guarantee"), to be issued pursuant to (i) the Indenture, dated as of September 20, 2018, among ERI, the Company, the other guarantors party thereto and U.S. Bank National Association, as trustee, as supplemented by that certain supplemental indenture dated as of October 1, 2018 (the "Indenture"), and (ii) the Registration Rights Agreement, dated as of September 20, 2018, among ERI, the Company, the other guarantors party thereto and the other parties party thereto.

In rendering the opinions expressed herein, we have examined (i) executed copies of the Indenture (including the form of guarantee contained therein), (ii) the Second Amended and Restated Partnership Agreement of the Company dated August 7, 2018, and (iii) the written consent of the executive committee of the Company dated September 6, 2018. We have also examined such other documents and instruments and have made such further investigations as we have deemed necessary or appropriate in connection with this opinion.

In expressing the opinions set forth below, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as certified, conformed or photostatic copies and the legal competence of each individual executing any document. As to all parties other than the Company, we have assumed the due authorization, execution and delivery of all documents and the validity and enforceability thereof against all parties thereto, other than the Company, in accordance with their respective terms.

As to matters of fact (but not as to legal conclusions), to the extent we deemed proper, we have relied on certificates of responsible officers of the Company and of public officials.

Based upon and subject to the foregoing, and having regard for legal considerations that we deem relevant, we are of the opinion that:

1. The Company is a general partnership under the laws of the State of Illinois.

2. The Company has the partnership right, power and authority to execute, deliver and perform its obligations under the Indenture and the Exchange Guarantee.

3. The execution and delivery of the Indenture and the Exchange Guarantee has been duly authorized by the Company.

We are admitted to practice in the State of Illinois and our opinions expressed herein are limited solely to the laws of the State of Illinois, and we express no opinion herein concerning the laws of any other jurisdiction.

The opinions expressed herein are as of the date hereof. We assume no obligation to update or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in applicable law that may hereafter occur.

We hereby consent to the filing of this opinion letter as an Exhibit 5 to the Registration Statement and to the reference to our firm under the caption “Experts” in the prospectus contained in the Registration Statement. In giving the foregoing consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Mayer Brown LLP

KRIEG DEVAULT

WWW.KRIEGDEVAULT.COM

January 11, 2019

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Re: $600,000,000 6.000% Senior Notes Due 2026
Eldorado Resorts, Inc., a Nevada corporation ("ERI")

Ladies and Gentlemen:

In connection with the filing by Eldorado Resorts, Inc. ("**ERI**") of a registration statement on Form S-4 (the "**Registration Statement**") with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"), with respect to up to $600,000,000 in aggregate principal amount of 6% Senior Notes due 2026 (defined in the Registration Statement as the "**Exchange Notes**") of ERI, and the related guarantees of the Exchange Notes (the "**Exchange Guarantees**") made by the Guarantors (as defined in the Registration Statement) under the Indenture (as hereinafter defined), to be issued in exchange for an equal aggregate principal amount of ERI's outstanding 6% Senior Notes due 2026 (the "**Existing Notes**") issued September 20, 2018 pursuant to (a) that certain Indenture dated September 20, 2018 (the "**Indenture**") among ERI, the guarantors party thereto and U.S. Bank National Association, as Trustee (the "**Trustee**"), and (b) that certain Registration Rights Agreement dated September 20, 2018 (the "**Registration Rights Agreement**") among ERI, the guarantors party thereto and J.P. Morgan Securities LLC, as the Note Purchaser Representative, we have acted as special Indiana counsel to (i) Aztar Indiana Gaming Company, LLC, an Indiana liability company ("**AIG**"), and (ii) Aztar Riverboat Holding Company, LLC, an Indiana limited liability company ("**ARH**" and together with AIG, the "**Indiana Guarantors**"), each in their capacity as a "Guarantor" under the Indenture for the sole purpose of providing this opinion. This opinion letter is delivered to ERI per its request as we also serve as ERI's Indiana counsel. Terms used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Indenture.

In such capacity, we have reviewed the following documents:

(a) The Indenture;

(b) The Supplemental Indenture, dated as of October 1, 2018, (including the Guarantee referenced therein) to the Indenture among the Trustee, ERI and the Indiana Guarantors each being one of the "**Guarantors**" as defined therein;

(c) The Registration Rights Agreement;

(d) The Joinder Agreement to Registration Rights Agreement, dated as of October 1, 2018, by the Indiana Guarantors each being one of the "Guarantors" thereunder; and

(e) the description of the Exchange Notes contained in the Registration Statement.

The documents listed in (b) and (d) above are hereinafter collectively referred to as the "**Guarantor Documents**." The documents or information listed in (a) through (e) above are hereinafter collectively referred to as the "**Transaction Documents".**

In so acting, we have reviewed (i) the Articles of Organization filed July 15, 1999 with Articles of Amendment filed July 2, 2008, and the Second Amended and Restated Operating Agreement dated March 8, 2010, of AIG, and (ii) the Articles of Organization filed July 15, 1999 with Articles of Amendment filed July 2, 2008, and the Second Amended and Restated Operating Agreement dated March 7, 2010 of ARH. Further, we have reviewed a Certificate of Existence dated January 11, 2019, issued by the Indiana Secretary of State for each Indiana Guarantor (the "**Certificates of Existence**"). In addition, we have examined originals or copies certified to our satisfaction of such other agreements, documents, certificates and other statements of government officials and representatives of the Indiana Guarantors, relevant authorizing resolutions and such other documents as we have deemed necessary as a basis for our opinions. As to any facts relevant to our opinion which were not independently established, we relied upon certificates of government officials and representatives of the Indiana Guarantors, representations and warranties of the Indiana Guarantors and/or representations and warranties contained in the Guarantor Documents. Our review of the Registration Statement is limited to the description of the Exchange Notes, and we have assumed that such description is accurate and complete without any independent confirmation on our part.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications set forth herein and in Schedule A hereto, it is our opinion that, as of the date hereof:

1. Based solely upon the Certificates of Existence, each Indiana Guarantor is a limited liability company validly existing under the laws of the State. Each Indiana Guarantor has the organizational power and authority and has taken all necessary limited liability company action to execute, deliver and perform the Guarantor Documents to which it is a party and to consummate the transactions contemplated by the Transaction Documents.

2. The execution and delivery by each Indiana Guarantor of the Guarantor Documents to which such Indiana Guarantor is a party and the performance of such Indiana Guarantor's obligations under such Guarantor Documents have been duly authorized by all requisite limited liability company action of such Indiana Guarantor.

We are attorneys duly qualified and licensed to practice law in the State. This opinion is limited to the laws of the State as applied by the courts of the State and the laws of the United States of America, and no opinion is expressed with respect to the laws of any other jurisdiction. This opinion is further limited to laws and regulations in effect as of the date hereof. We are not assuming any obligation to review or update this opinion should any Applicable Law or the existing facts or circumstances change.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is furnished to you in connection with the filing of the Registration Statement and is not be used, circulated, quoted from or otherwise relied on for any other purpose.

Very truly yours,

/s/ Krieg DeVault LLP

SCHEDULE A

1. Assumptions. In reaching the opinions set forth above, we have assumed and to our Knowledge there are no facts inconsistent with, the following:

(a) All documents submitted to us as originals are authentic, and all documents submitted to us as certified or photostatic copies conform to the original documents and all public records reviewed are accurate and complete.

(b) All material factual matters, including without limitation, representations and warranties, contained in the Guarantor Documents, are true and correct as set forth therein and other statements in other documents and certifications by the Indiana Guarantors and their officers, agents, or affiliates made in connection with the Guarantor Documents are true and correct as set forth therein.

2. Limitations. This opinion letter is issued subject to the following limitations:

(a) We express no opinion herein with respect to (i) federal and state securities laws and regulations, (ii) Federal Reserve Board margin regulations, (iii) pension and employee benefit laws and regulations, including without limitation, the Employee Retirement Income Security Act of 1974, as amended, (iv) federal and state environmental laws and regulations, (v) federal and state land use and subdivision laws and regulations (including without limitation, any applicable building or zoning laws, ordinances or regulations), (vi) the statutes and ordinances, administrative decisions, and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level), and judicial decisions to the extent that they deal with any of the foregoing, (vii) federal and state antitrust and unfair competition laws and regulations, (viii) except as provided in paragraph 4 above, federal and state laws and regulations concerning filing and notice requirements, (ix) compliance with fiduciary duty requirements, (x) fraudulent conveyance or fraudulent transfer laws, (xi) federal and state patent, copyright, intellectual property, trademark and trade name laws, (xii) federal and state labor laws and regulations, (xiii) federal and state tax laws and regulations, (xiv) federal and state health and safety laws and regulations, (xv) federal and state racketeering laws and regulations, (xvi) federal and state laws, regulations and policies concerning (a) national and local emergency, (b) judicial deference to acts of sovereign states, (c) criminal and civil forfeiture laws, and (d) money laundering, “know your customer”, anti-terrorism, homeland security and similar matters, and (xvii) other federal and state laws and regulations of general application to the extent they provide for criminal prosecution (“Excluded Laws”).

(b) We undertake no obligation to advise you of facts or changes in law occurring after the date of this opinion letter which might affect the opinions expressed herein.

(c) We express no opinion with respect to the effect of any laws of any jurisdiction other than the State or the federal laws of the United States of America.

(d) The captions in this opinion are for convenience of reference only and shall not limit, amplify or otherwise modify the provisions hereof.

4. Definitions. As used herein, the following terms shall have the following meanings in our opinion letter, including this Schedule A:

(a) Applicable Laws. The term "Applicable Law(s)" means all applicable constitutional, legislative, judicial and administrative provisions, statutes, regulations, decisions, rulings, orders, ordinances and other internal laws of the State, other than the Excluded Laws.

(b) Knowledge. The term "Knowledge" means the current actual knowledge of Christopher D. Long, who is participating in handling the transaction described herein, but does not include constructive knowledge or knowledge that may have been obtained through inquiry, as, other than as set forth herein, we have not conducted any independent due diligence or independent investigation with respect to the opinions given and have not conducted any UCC, tax, judgment, lien or title searches relating to the existence of any liens, mortgages or other encumbrances with respect to any assets of either Indiana Guarantor

(c) State. The term "State" means the State of Indiana.

BrownWinick
ATTORNEYS AT LAW®

Brown, Winick, Graves, Gross,
Baskerville and Schoenebaum, P.L.C.

666 Grand Avenue, Suite 2000
Ruan Center, Des Moines, IA 50309

January 11, 2019

direct phone: 515-242-2410
direct fax: 515-323-8510
email: proskey@brownwinick.com

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Ladies and Gentlemen:

We have acted as Iowa counsel to Eldorado Resorts, Inc. (the "Company"), and each of the Iowa entities listed on Schedule I hereto (the "Iowa Companies," or each, individually, an "Iowa Company"), in connection with the filing by the Company of a registration statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), with respect to up to $600,000,000 in aggregate principal amount of 6% Senior Notes due 2026 (the "Exchange Notes") of the Company, and the related guarantees of the Exchange Notes (the "Exchange Guarantees") by the Guarantors to be issued in exchange for an equal aggregate principal amount of the Company's outstanding 6% Senior Notes due 2026 (the "Existing Notes") and the related guarantees of the Existing Notes issued September 20, 2018 pursuant to (i) the Indenture, dated as of September 20, 2018, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain supplemental indenture dated as of October 1, 2018 (the "Indenture") and (ii) the Registration Rights Agreement, dated as of September 20, 2018 (the "Registration Rights Agreement"), among the Company, the guarantors party thereto and the other parties party thereto.

In our capacity as such counsel, we are familiar with the proceedings taken and proposed to be taken by the Iowa Companies in connection with the authorization and issuance of the Exchange Notes and the Exchange Guarantees, all as referenced in the Registration Statement. For purposes of this opinion letter and except to the extent set forth in the opinions expressed below, we have assumed all such proceedings have been or will be timely completed in the manner presently proposed, and the terms of such issuance will be in compliance with applicable laws.

We have examined originals or copies certified or otherwise identified to our satisfaction as being true copies of the Registration Statement, the Indenture, the Registration Rights Agreement, the form of the Exchange Notes, the articles of incorporation, certificate of organization, amended and restated bylaws, and operating agreements of each of the Iowa Companies, the resolutions of the board

of directors, board of managers, sole member or ultimate sole member, as applicable, of each of the Iowa Companies with respect to the Exchange Notes and the Exchange Guarantees, certificates of existence issued by the Iowa Secretary of State dated as of a recent date with respect to each of the Iowa Companies, and such other documents, agreements, instruments and limited liability company records as we have deemed necessary or appropriate for the purpose of issuing this opinion letter. We have obtained from officers and other representatives and agents of the Iowa Companies and from public officials, and have relied upon, such certificates, representations and assurance as we have deemed necessary and appropriate for the purpose of issuing this opinion letter.

Without limiting the generality of the foregoing, we have, with your permission, assumed without independent verification that (i) the obligations of each party set forth in the documents we have received are its valid and binding obligations, enforceable against such party in accordance with their respective terms; (ii) the statements of fact and representations and warranties set forth in the documents we reviewed are true and correct as to factual matters; (iii) each natural person executing a document has sufficient legal capacity to do so; (iv) all documents submitted to us as certified, conformed, photostatic, electronic or facsimile copies conform to the original documents; and (v) all limited liability company and corporate records made available to us by the Iowa Companies, and all public records we have reviewed, are accurate and complete.

We are qualified to practice law in the State of Iowa. The opinions set forth herein are expressly limited to and based exclusively on the general corporate laws of the State of Iowa, and we do not purport to be experts on, or to express any opinion with respect to the applicability or effect of, the laws of any other jurisdiction. We express no opinion herein concerning, and we assume no responsibility as to the laws or judicial decisions related to, or any orders, consents or other authorizations or approvals as may be required by, any federal laws, rules, or regulations, including, without limitation, any federal securities or bankruptcy laws, rules or regulations, any state securities or “blue sky” laws, rules or regulations or any state laws regarding fraudulent transfers.

Based on the foregoing and in reliance thereon, and subject to the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, we are of the opinion that:

1. Each Iowa Company is validly existing as a corporation or limited liability company, as applicable, duly formed and in good standing under the laws of the State of Iowa.

2. Each Iowa Company has the corporate or limited liability company power and authority, as applicable, to execute, deliver and perform its obligations under the Indenture and the Registration Rights Agreement, including the Exchange Notes and the Exchange Guarantees as applicable.

3. Each of the Iowa Companies has duly authorized the execution and delivery of the Indenture and the Registration Rights Agreement, and the performance of its obligations thereunder.

The opinions contained herein are subject to the effect of bankruptcy, insolvency, reorganization, moratorium, anti-deficiency, and other laws now or hereafter in effect relating to or affecting the enforcement of creditor's rights generally, the federal Bankruptcy Code, the Uniform Fraudulent Transfer Act (as codified in NRS Chapter 112), and any other laws, rules and regulations relating to fraudulent conveyances and transfers.

The opinions expressed herein are based upon the applicable laws of the State of Iowa and the facts in existence as of the date of this opinion letter. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinions set forth herein or to apprise you of any changes in any laws or facts after such time as the Registration Statement is declared effective. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly address by the opinions set forth herein.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted from or otherwise relied on for any other purpose.

Very truly yours,

/s/ Doug Gross

Douglas E. Gross

DEG:mej

SCHEDULE I

IOWA GUARANTORS

IOC BLACK HAWK COUNTY, INC.
ISLE OF CAPRI BETTENDORF, L.C.

Exhibit 5.8

LATHROP GAGE

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LOCAL COUNSEL OPINION
Missouri

January 11, 2019

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Ladies and Gentlemen:

We have acted as special Missouri counsel to Eldorado Resorts, Inc. (the "Company"), and to IOC-Kansas City, Inc., a Missouri corporation ("IOC-KS"), IOC-Caruthersville, LLC, a Missouri limited liability company ("IOC-C") and IOC-Cape Girardeau LLC, a Missouri limited liability company ("IOC-CG") (IOC-KS, IOC-C and IOC-CG are collectively herein referred to as the "Subsidiaries"), in connection with the filing by the Company of a registration statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), with respect to up to $600,000,000 in aggregate principal amount of 6% Senior Notes due 2026 (the "Exchange Notes") of the Company, and the related guarantees of the Exchange Notes (the "Exchange Guarantees") by the Guarantors to be issued in exchange for an equal aggregate principal amount of the Company's outstanding 6% Senior Notes due 2026 (the "Existing Notes") and the related guarantees of the Existing Notes issued September 20, 2018 pursuant to (i) the Indenture, dated as of September 20, 2018, among the Company, the guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by that certain supplemental indenture dated as of October 1, 2018 (the "Indenture") and (ii) the Registration Rights Agreement, dated as of September 20, 2018 (the "Registration Rights Agreement"), among the Company, the guarantors party thereto and the other parties party thereto.

In our capacity as such counsel, we are familiar with the proceedings taken and proposed to be taken by the Company and Subsidiaries in connection with the authorization and issuance of the Exchange Notes and the Exchange Guarantees, all as referenced in the Registration Statement. For purposes of this opinion letter and except to the extent set forth in the opinions expressed below, we have assumed all such proceedings have been or will be timely completed in the manner presently proposed, and the terms of such issuance will be in compliance with applicable laws.

We have examined originals or copies certified or otherwise identified to our satisfaction as being true copies of the Registration Statement, the Indenture, the Registration Rights Agreement, the form of the Exchange Notes, the articles of organization and operating agreements of each of the Subsidiaries, the resolutions of the board of managers, board of directors, sole member or ultimate sole member, as applicable, of each of the Subsidiaries with respect to the Exchange Notes and the Exchange Guarantees, good standing certificates dated as of a recent date with respect to each of the Subsidiaries, and such other documents, agreements, instruments and limited liability company records as we have deemed necessary or appropriate for the purpose of issuing this opinion letter. We have obtained from officers and other representatives and agents of the Subsidiaries and from public officials, and have relied upon, such certificates, representations and assurance as we have deemed necessary and appropriate for the purpose of issuing this opinion letter.

Terms used in this opinion but not defined herein have the same meanings as set forth in that certain Purchase Agreement dated as of September 6, 2018 (the "Purchase Agreement") by and among Delta Merger Sub, Inc., a Delaware corporation (the "Escrow Issuer"), a wholly owned subsidiary of the Company and J.P. Morgan Securities LLC, acting on behalf of itself and as the representative of the several Initial Purchasers listed in the Purchase Agreement (the "Representative"). In rendering the opinions expressed herein, we have also examined the following (collectively, along with the documents referenced in the preceding paragraph of this Opinion, referred to herein as the "Transaction Documents") : (i) an executed copy of the Purchase Agreement, (ii) an executed copy of the Purchase Agreement Joinder dated as of October 1, 2018, among the Subsidiaries, the other Guarantors party thereto, and the Representative, (iii) an executed copy of the Notes and the Guarantee (including the Notation of Guarantee executed by the Guarantors, the "Guarantee"), (v) an executed copy of the Registration Rights Agreement and the Registration Rights Agreement Joinder dated as of October 1, 2018, among the Subsidiaries and the other Guarantors party thereto (vi) the Time of Sale Information and (vii) the Offering Memorandum dated September 6, 2018 relating to the Securities (the "Offering Memorandum").

Without limiting the generality of the foregoing, we have, with your permission, assumed without independent verification that (i) the obligations of each party set forth in the documents we have received are its valid and binding obligations, enforceable against such party in accordance with their respective terms; (ii) the statements of fact and representations and warranties set forth in the documents we reviewed are true and correct as to factual matters; (iii) each natural person executing a document has sufficient legal capacity to do so; (iv) all documents submitted to us as certified, conformed, photostatic, electronic or facsimile copies conform to the original documents; and (v) all limited liability company records made available to us by the Subsidiaries, and all public records we have reviewed, are accurate and complete.

For the purposes of this opinion letter, "Applicable Law" means those laws, rules and regulations of the State of Missouri, including those laws, rules and regulations related to gaming activities, that in the exercise of customary professional diligence would be recognized as being directly applicable to one or more of the Subsidiaries or to the transactions contemplated by the Purchase Agreement or to the business of the Subsidiaries.

Whenever our opinions herein with respect to the existence or absence of facts are indicated to be based on our knowledge or awareness or the best of our knowledge, such knowledge is limited to the current actual knowledge of the lawyers in our firm who have had significant involvement in representation of the Company or the Subsidiaries during the past year. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of the Company or the Subsidiaries.

We have also assumed the following in connection with the opinions stated in this opinion letter: that there has occurred the due execution and delivery of the Transaction Documents and all documentation in connection with the transactions contemplated by the Transaction Documents (other than such execution and delivery required of the Subsidiaries); that all the Transaction Documents executed and delivered in connection with the Offered Securities are the legal, valid and binding obligations of the parties thereto enforceable against such parties (other than the Subsidiaries) in accordance with their respective terms; the authenticity of all Transaction Documents submitted to us as originals; the genuineness of all signatures on all Transaction Documents that we have examined; the conformity to originals of Transaction Documents submitted to us as certified, conformed, photo static copies, telecopies, or e-mail transmissions; that there have been no undisclosed modifications of any provision of the Transaction Documents and no undisclosed waiver of any right or any remedy contained in any of the Transaction Documents.

Based solely on the foregoing, and such other documents and information as we deem necessary for the purpose of rendering this opinion, and subject to the conditions hereinabove and hereinafter set forth, it is our opinion that as of the date of this opinion letter:

(i) IOC-KS is validly existing as a corporation in good standing under the laws of the State of Missouri, is duly qualified to do business and is in good standing in each jurisdiction in which its respective ownership or lease of property or the conduct of its respective businesses requires such qualification, and has all power and authority necessary to own or hold its respective properties and to conduct the businesses in which it is engaged as described in the Time of Sale Information and the Offering Memorandum.

(ii) IOC-C and IOC-CG are each validly existing as a limited liability company in good standing under the laws of the State of Missouri, is duly qualified to do business and is in good standing in each jurisdiction in which its respective ownership or lease of property or the conduct of its respective businesses requires such qualification, and has all power and authority necessary to own or hold its respective properties and to conduct the businesses in which it is engaged as described in the Time of Sale Information and the Offering Memorandum.

(iii) Each of the Subsidiaries has full right, power and authority to execute and deliver each of the Transaction Documents and to perform its respective obligations thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby has been duly and validly taken.

(iv) Each of the Transaction Documents has been duly authorized, executed and delivered by each of the Subsidiaries.

The opinions contained herein are subject to the effect of bankruptcy, insolvency, reorganization, moratorium, anti-deficiency, and other laws now or hereafter in effect relating to or affecting the enforcement of creditor's rights generally, the federal Bankruptcy Code and any other laws, rules and regulations relating to fraudulent conveyances and transfers.

The opinions expressed herein are based upon the applicable laws of the State of Missouri and the facts in existence as of the date of this opinion letter. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinions set forth herein or to apprise you of any changes in any laws or facts after such time as the Registration Statement is declared effective. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly address by the opinions set forth herein.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted from or otherwise relied on for any other purpose.

Very truly yours,

/s/ Lathrop Gage LLP

LATHROP GAGE LLP

Exhibit 5.9

BARNES&THORNBURG LLP

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(614)628-0096
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January 11, 2019

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Ladies and Gentlemen:

We have acted as Ohio legal counsel to Scioto Downs, Inc., an Ohio corporation (the "Ohio Guarantor") in connection with the transaction contemplated by the following documents:

1. The registration statement on Form S-4 (the Registration Statement) to be filed by Eldorado Resorts, Inc. (the "Company") with the Securities and Exchange Commission under the Securities Act of 1933, as amended, with respect to up to $600,000,000 in the aggregate principal amount of 6% Senior Notes due 2026 (the "Exchange Notes");
2. the form of Exchange Notes; and
3. the form of guarantees of Exchange Notes by the Ohio Guarantor and the other Guarantors;
4. the Indenture dated September 20, 2018 (the "Indenture") between Delta Merger Sub, Inc. (the "Escrow Issuer") and U.S. Bank, National Association (the "Trustee");
5. the Supplemental Indenture dated October 1, 2018 (including the Guarantee set forth therein, the "Supplemental Indenture") among Escrow Issuer, Trustee, Company and Guarantors;
6. the Registration Rights Agreement dated September 20, 2018 (the "Registration Rights Agreement") between Escrow Issuer and J.P. Morgan Securities LLC (the "Representative"), for itself and several Initial Purchasers listed on Schedule 1 thereto; and
7. the Registration Rights Agreement Joinder dated September 20, 2018 (the "Registration Rights Agreement Joinder") among Company and the Guarantors.

The above-referenced documents are sometimes collectively referred to as the "Transaction Documents." All capitalized terms used but not defined herein shall have the same meaning herein as in the Registration Rights Agreement.

With your permission, all assumptions and statements of reliance herein, and in the schedules attached to this letter, have been made without any independent investigation or verification on our part except to the extent otherwise expressly stated herein, and we express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

Subject to the assumptions, qualifications, exclusions and other limitations which are identified in this letter, and in the schedules attached to this letter, we are of the opinion that:

1. The Ohio Guarantor has been duly organized and is validly existing and in good standing under the laws of the State of Ohio (the "Opinion State").

2. The Ohio Guarantor has full right, power and authority to execute and deliver each of the Transaction Documents to which it is a party and to perform its obligations thereunder.

3. All action required to be taken by Ohio Guarantor for the due and proper authorization, execution and delivery of each of the Transaction Documents to which it is a party and the consummation of the transactions contemplated thereby has been taken.

In preparing this letter, we have relied without any independent verification upon the assumptions recited in **Schedule B** to this letter, the factual information, representations and warranties represented to be true in each of the Transaction Documents and each of the following documents:

(i) the Omnibus Officer's Certificate dated October 1, 2018 (the "Officer's Certificate") made by the Chief Executive Officer of Ohio Guarantor and all exhibits thereto;

(ii) a Certificate of Good Standing pertaining to Ohio Guarantor issued by the Ohio Secretary of State on January 10, 2019 (the "Certificate of Good Standing");

(iii) the Articles of Incorporation, as amended, certified by the Ohio Secretary of State on January 10, 2019 (the "Articles") and Code of Regulations, as amended, of Ohio Guarantor (the "Code of Regulations", and collectively with the Articles, the "Governing Documents"); and

(iv) a copy of a certain Action by Written Consent of the Authorized Representatives of the Transaction Parties (as defined therein), including the Board of Directors of Ohio Guarantor, dated October 1, 2018, in the form attached to the Officer's Certificate.

We have assumed without investigation that each of the documents identified in the sentence above (including all exhibits) is a true, accurate and complete copy of such document, and that each of the documents is in full force and effect and has not been amended or repealed.

For purposes of each of the opinions in paragraph 1, we have relied exclusively upon the Certificate of Good Standing and such opinions are not intended to provide any conclusion or assurance beyond that conveyed by such Certificate of Good Standing. We have assumed without investigation that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which we have relied is accurate and does not omit any disclosures necessary to prevent such information from being misleading.

Our advice on every legal issue addressed in this letter is based exclusively on the internal laws of the Opinion State and the federal laws of the United States of America. Some of the Transaction Documents provide that they are to be governed by the laws of the State of New York, and no opinions are provided in this letter regarding such laws. Our opinions are subject to all qualifications in **Schedule A** and do not cover or otherwise address any law or legal issue which is identified in the attached **Schedule C** or any provision in the Transaction Documents of any type identified in **Schedule D**.

Our advice on each legal issue in this letter represents our opinion as to how that issue would be resolved were it to be considered by the highest court of the jurisdiction upon whose law our opinion on that issue is based.

This letter speaks as of the time of its delivery on the date it bears. We do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which we did not have actual knowledge at that time, by reason of any change subsequent to that time in any law covered by any of our opinions, or for any other reason. The attached schedules are an integral part of this letter, and any term defined in this letter or any schedule has that defined meaning wherever it is used in this letter or in any schedule to this letter.

Whenever we have stated we assumed any matter, it is intended to indicate that we have assumed such matter without making any factual, legal or other inquiry or investigation, and without expressing any opinions or conclusions of any kind concerning such matter.

We have made no examination of and express no opinion as to the business, operations or financial condition of any of Ohio Guarantor or any other persons or entities or the effect thereon of the transactions contemplated by the Transaction Documents. In this regard, we have assumed that the transactions contemplated under the Transaction Documents have been entered into by the parties thereto in good faith, there is no actual intent to hinder, delay or defraud any present or future creditor and that Ohio Guarantor is not engaged in business with unreasonably small capital, that Ohio Guarantor is not insolvent under applicable federal or Opinion State law as a result of the transactions contemplated by the Transaction Documents and that Ohio Guarantor has not incurred debts beyond its ability to pay, as to which matters we understand you have satisfied yourself. We are not expressing any opinion as to the effect on the Transaction Documents or enforceability thereof if any such assumptions should be inaccurate.

The opinions set forth herein are limited to the matters directly addressed in this letter as of this date and no other opinions may be inferred or implied beyond the matters directly addressed. We have no obligation and do not undertake to advise you upon any change in the applicable law which may affect our opinion.

BARNES&THORNBURG LLP

This opinion is provided as a legal opinion only, not as a guaranty or warranty of the matters discussed herein.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted from or otherwise relied on by you for any other purpose and may not be relied upon for any purpose by any other person or entity.

Sincerely yours,

/s/ Barnes & Thornburg

AGH/CDP/MJA

BARNES&THORNBURG LLP

SCHEDULE A

Barnes & Thornburg LLP
Opinion Letter
General Qualifications

All of our opinions ("our opinions") in the letter to which this Schedule is attached ("our letter") are subject to each of the qualifications set forth in this Schedule.

1. Creditors' Rights. Each of our opinions is subject to the effect of bankruptcy, insolvency, reorganization, receivership, moratorium, failure of consideration, illegality and other similar laws. This exception includes:

a. the United States Bankruptcy Code (the "Federal Bankruptcy Code") and thus comprehends, among others, matters of turnover, automatic stay, avoiding powers, fraudulent transfer, preference, discharge, conversion of a non-recourse obligation into a recourse claim, limitations on *ipso facto* and anti-assignment clauses and the coverage of pre-petition security agreements applicable to property acquired after a petition is filed;

b. all other federal and state bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement and assignment for the benefit of creditors laws that affect the rights of creditors generally or that have reference to or affect only creditors of specific types of debtors;

c. state fraudulent transfer and conveyance laws; and

d. judicially developed doctrines in this area, such as substantive consolidation of entities and equitable subordination.

2. Equitable Principles Limitation. Each of our opinions is subject to the effect of general principles of equity, whether applied by a court of law or equity. This limitation includes principles:

a. governing availability of specific performance, injunctive relief or other equitable remedies, which generally place the award of such remedies, subject to certain guidelines, in the discretion of the court to which application for such relief is made;

b. affording equitable defenses (e.g., waiver, laches and estoppel) against a party seeking enforcement;

c. requiring good faith and fair dealing in the performance and enforcement of a contract by the party seeking its enforcement;

d. requiring reasonableness in the performance and enforcement or an agreement by the party seeking enforcement of the contract;

e. requiring consideration of the materiality of (i) a breach and (ii) the consequences of the breach to the party seeking enforcement;

f. requiring consideration of the impracticability or impossibility of performance at the time of attempted enforcement;

g. affording defenses based upon the unconscionability of the enforcing party's conduct after the parties have entered into the contract; and

h. which limit the enforceability of provisions providing for forfeitures or the recovery of amounts deemed to constitute penalties, or for liquidated damages, acceleration of future amounts due (other than principal) without appropriate discount to present value, late charges, prepayment charges, prepayment penalties or premiums, interest upon interest, and increased interest rates upon default.

3. Other Common Qualifications. Each of our opinions is subject to the effect of rules of law that:

a. limit or affect the enforcement of provisions of a contract that purport to waive, or to require waiver of, the obligations of good faith, fair dealing, diligence and reasonableness;

b. provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected;

c. limit the availability of a remedy under certain circumstances where another remedy has been elected;

d. provide a time limitation after which a remedy may not be enforced;

e. limit the right of a creditor to use force or cause a breach of the peace in enforcing rights;

f. limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct, unlawful conduct, violation of public policy or litigation against another party determined adversely to such party;

g. may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange;

h. govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs; and

i. may permit a party that has materially failed to render or offer performance required by the contract to cure that failure unless (i) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance, or (ii) it was important in the circumstances to the aggrieved party that performance occur by the date stated in the contract.

4. Other Qualifications.

a. We express no opinion as to the strict enforceability of each and every remedy and provision of the Transaction Documents as our opinions above are subject to the effect of certain laws and judicial decisions which may limit the enforceability of certain provisions of the Transaction Documents (including, without limitation, the various qualifications described herein), provided, however, we do not believe that the remedies afforded thereby will be inadequate for the practical realization of the benefits intended to be provided by the Transaction Documents, taken as a whole.

b. We have made no examination of, and express no opinion as to (i) any document or instrument referred to in the Transaction Documents or delivered pursuant to the provisions thereof or relating thereto (other than, in each case the Transaction Documents); (ii) the enforceability of provisions which purport to give a party any right to an injunction or power of attorney; or (iii) the enforceability of provisions purporting to establish a statute of limitations for claims.

c. We express no opinion as to whether any consent, written or not, which a party may be requested to provide to Ohio Guarantor as to any matter under the Transaction Documents may or may not be unreasonably withheld.

SCHEDULE B

Barnes & Thornburg LLP
Opinion Letter
Assumptions

For purposes of our letter, we have relied, without investigation, upon each of the following assumptions:

1. Each of the parties (other than Ohio Guarantor) to the Transaction Documents validly exists and is in good standing in its jurisdiction of organization.

2. The Transaction Documents constitute valid and binding obligations of each party (other than Ohio Guarantor) to the Transaction Documents and are enforceable against a party to the Transaction Documents in accordance with their terms (subject to qualifications, exclusions and other limitations similar to those applicable to our letter).

3. Each of the parties to the Transaction Documents (other than Ohio Guarantor) has satisfied those legal requirements that are applicable to it to the extent necessary to entitle it to enforce the Transaction Documents against Ohio Guarantor.

4. Each document submitted to us for review is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine.

5. There has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence.

6. The conduct of the parties to the Transaction Documents has complied with any requirement of good faith, fair dealing and conscionability.

7. The parties to the Transaction Documents have acted in good faith and without notice of any defense against the enforcement of any rights created by the Transaction Documents, or adverse claim to any property, securities, or security interest transferred or created as part of, the transactions contemplated by the Transaction Documents (the “Transactions”).

8. There are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course or prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Transaction Documents.

9. All parties to the Transaction Documents will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents.

10. Ohio Guarantor will not in the future take any discretionary action (including a decision not to act) permitted under the Transaction Documents that would result in a violation of law or constitute a breach or default under any other agreements or court orders to which Ohio Guarantor may be subject.

11. That all decisional authorities, statutes, rules and regulations comprising the applicable law for which we are assuming responsibility are published or otherwise generally accessible, in each case in a manner generally available to lawyers practicing in Ohio.

12. That each of the Transaction Documents has been executed and delivered for fair consideration actually received, and reasonably equivalent value.

SCHEDULE C

Barnes & Thornburg LLP
Opinion Letter
Excluded Law and Legal Issues

None of the opinions or advice contained in our letter covers or otherwise addresses any of the following laws, regulations or other governmental requirements or legal issues:

1. Federal Reserve Board margin regulations;
2. Pension and employee benefit laws and regulations (e.g., ERISA);
3. Federal and state antitrust and unfair competition laws and regulations;
4. Federal and state environmental laws and regulations;
5. Federal and state tax laws and regulations;
6. Federal and state racketeering laws and regulations (e.g., RICO);
7. Federal and state health and safety laws and regulations (e.g., OSHA);
8. Federal and state labor laws and regulations;
9. The effect of any federal or state law, regulation or order which hereafter becomes effective;
10. Federal patent, trademark and copyright, state trademark, and other federal and state intellectual property laws and regulations;
11. Federal and state securities laws and regulations (including the Investment Company Act of 1940 (except as set forth in paragraph 11) and all other laws and regulations administered by the United States Securities and Exchange Commission), state “Blue Sky” laws and regulations, and laws and regulations relating to commodity (and other) futures and indices and other similar instruments;
12. The Equal Credit Opportunity Act;
13. Zoning ordinances or land use statutes, regulations, or requirements of the Opinion State or any local jurisdictions;
14. The requirements for the conduct of the business of Ohio Guarantor, or compliance by Ohio Guarantor with any such requirements; and
15. Any laws relating to terrorism or money-laundering, including (i) the “United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001” (Public Law 107-56) and (ii) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.”

SCHEDULE D

Barnes & Thornburg LLP
Opinion Letter
Excluded Provisions

None of the opinions in the letter to which this Schedule is attached covers or otherwise addresses any of the following types of provisions which may be contained in the Transaction Documents:

1. Choice-of-law provisions.

2. Indemnification for (i) negligence, willful misconduct or other wrongdoing or strict product liability or any indemnification for liabilities arising under securities laws; or (ii) attorney fees, expenses or costs arising out of suits among parties to the Transaction Documents unless otherwise expressly and explicitly stated in the indemnity provision.

3. Provisions mandating contribution towards judgments or settlements among various parties.

4. Waivers of (i) legal or equitable defenses, (ii) rights to damages, (iii) rights to counter claim or set off, (iv) statutes of limitations, (v) rights to notice, (vi) the benefits of statutory, regulatory, or constitutional rights, unless and to the extent the statute, regulation, or constitution explicitly allows waiver, (vii) broadly or vaguely stated rights, and (viii) other benefits to the extent they cannot be waived under applicable law.

5. Provisions providing for forfeitures or the recovery of amounts deemed to constitute penalties, or for liquidated damages, acceleration of future amounts due (other than principal) without appropriate discount to present value, late charges, prepayment charges, interest upon interest, and increased interest rates upon default.

6. Time-is-of-the-essence clauses.

7. Provisions which provide a time limitation after which a remedy may not be enforced.

8. Confession of judgment clauses.

9. Agreements to submit to the jurisdiction of any particular court or other governmental authority (either as to personal jurisdiction and subject matter jurisdiction); provisions restricting access to courts; waiver of the right to jury trial; waiver of service of process requirements which would otherwise be applicable; and provisions otherwise purporting to affect the jurisdiction and venue of courts.

10. Provisions that attempt to change or waive rules of evidence or fix the method or quantum of proof to be applied in litigation or similar proceedings.

11. Provisions appointing one party as an attorney-in-fact for an adverse party or providing that the decision of any particular person will be conclusive or binding on others.

12. Provisions purporting to limit rights of third parties who have not consented thereto or purporting to grant rights to third parties.

13. Provisions which purport to award attorneys' fees solely to one party.

14. Arbitration agreements.

15. Provisions purporting to create a trust or constructive trust without compliance with applicable trust law.

16. Provisions in the Transaction Documents requiring Ohio Guarantor to perform its obligations under, or to cause any other person to perform its obligations under, or stating that any action will be taken as provided in or in accordance with, any agreement or other document that is not the Transaction Documents.

17. Provisions in the Transaction Documents providing that (i) if any term, restriction, covenant, agreement or promise in such instruments are found to be unreasonable, unlawful, or otherwise invalid and for that reason unenforceable, then such term, restriction, covenant, agreement or promise shall be deemed to be modified to the extent necessary to make it enforceable; or (ii) if any provision in any of such instruments is found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the same instrument, or such instrument shall be construed as if such invalid, illegal or unenforceable provisions had never been contained therein.

18. Provisions in the Transaction Documents providing a right to set off against any payments.

19. We have made no examination of, and express no opinion as to (i) any document or instrument referred to in the Transaction Documents or delivered pursuant to the provisions thereof or relating thereto other than another Transaction Document; (ii) the enforceability of provisions which purport to give a party to the Transaction Documents the right to an injunction or to the appointment of a receiver; or (iii) the enforceability of provisions purporting to establish a statute of limitations for claims made against a party.

20. Provisions, if any, which are contrary to the public policy of any jurisdiction.

21. Waivers of rights by Ohio Guarantor to the extent inconsistent with federal or state law or the applicable Rules of Trial procedure and in particular, but not by way of limitation, we exclude from our opinion provisions purporting to waive personal service or objections based on improper venue or forum non conveniens and including provisions purporting to waive Ohio Guarantor's right to a trial by jury or right to assert any counterclaims or other defenses in any litigation arising from or in connection with the Transaction Documents.

22. Provisions of the Transaction Documents (i) providing for the creation of a power of attorney in a party on behalf of Ohio Guarantor; (ii) purporting to waive notice or establish reasonable notice; (iii) purporting to give any party self-help remedies to the extent such self-help remedies are inconsistent with the provisions of state law; or (iv) whereby Ohio Guarantor agrees not to follow certain Federal Bankruptcy rules and orders and as to relief under bankruptcy laws.

Exhibit 5.10

BLANKROME

EXECUTION VERSION

One Logan Square
130 North 18th Street |Philadelphia, PA 19103-6998

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Fax: ***(215) 569-5555***
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January 11, 2019

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Re: Presque Isle Downs, Inc. and Tropicana Atlantic City Corp.

Ladies and Gentlemen:

We have acted as local Pennsylvania counsel to Presque Isle Downs, Inc., a Pennsylvania corporation ("***Pennsylvania Guarantor***"), and local New Jersey counsel to Tropicana Atlantic City Corp., a New Jersey corporation ("***New Jersey Guarantor***" and, together with Pennsylvania Guarantor, "***Guarantors***") in connection with (i) the filing by Eldorado Resorts, Inc., a Nevada corporation (the "***Company***") of a registration statement (the "***Registration Statement***") with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933 (the "**Act**"), as amended, with respect to up to $600,000,000 in aggregate principal amount of 6% Senior Notes due 2026 (the "***Exchange Notes***"); and (ii) the guarantees of the Company's outstanding 6% Senior Notes due 2026 (the "***Existing Notes***") issued September 20, 2018 pursuant to (A) the Indenture, dated as of September 20, 2018, among the Company, the guarantors party thereto, and U.S. Bank National Association, as trustee, as supplemented by that certain supplemental indenture dated as of October 1, 2018 (the "***Indenture***") and (B) the Registration Rights Agreement, dated as of September 20, 2018 (the "***Registration Rights Agreement***"), by among the Company, J.P. Morgan Securities LLC, and the other parties thereto.

In rendering this opinion letter, we have examined only the documents listed on Schedule A (each, individually, an "***Examined Document***" and, collectively, the "***Examined Documents***"). Certain of the Examined Documents executed by Guarantors in connection with the Registration Rights Agreement and the Indenture are defined on Schedule A, collectively, as the Guarantor Documents. The subsistence certificate and good standing certificate listed on Schedule A are each referred to in this opinion letter as a "***Status Certificate.***" Capitalized terms used in this letter and not otherwise defined have the respective meanings given to such terms in the Registration Rights Agreement.

We have not made any independent investigation in rendering this opinion letter other than the document examination described above. This opinion letter is therefore qualified in all respects by the scope of such document examination. We have assumed and relied upon, as to matters of fact and mixed questions of law and fact, the truth and completeness of all factual matters set forth in the Examined Documents. Notwithstanding the dates of the Status Certificates and the Omnibus Officer's Certificate, we have also assumed that the information contained in the Status Certificates and Omnibus Officer's Certificate remains accurate through the date of this opinion letter.

We have acted as local New Jersey counsel to New Jersey Guarantor and local Pennsylvania counsel to Pennsylvania Guarantor in connection with the transactions contemplated by the Registration Rights Agreement and Indenture, and certain specific related matters referred to us by Guarantors. Our services have been limited to such specific matters. Therefore, we do not have knowledge of all transactions in which the Guarantors engage or their day-to-day operations or activities, and no inference should be drawn as to our knowledge beyond the scope of the specific matters as to which we have been engaged as counsel to the Guarantors.

In rendering this opinion letter, we have assumed and relied upon the following:

A. the authenticity, accuracy and completeness of all documents and certificates submitted to us and the genuineness of all the signatures thereon;

B. the conformity to original documents of all documents submitted to us as certified, conformed, electronic or reproduced copies;

C. all natural persons who are acting on behalf of a party to any document examined by us have the legal capacity and competency to execute and deliver such document on behalf of such party, and all natural persons who are party to any document examined by us have the legal capacity and competency to execute and deliver such document and to perform such person's obligations thereunder;

D. the directors who have executed the written consent attached to the Omnibus Officer's Certificate of New Jersey Guarantor were duly elected and qualified and, as of the date of this letter, remained in office and constituted all of the directors of New Jersey Guarantor;

E. the directors who have executed the written consent attached to the Omnibus Officer's Certificate of Pennsylvania Guarantor were duly elected and qualified and, as of the date of this letter, remained in office and constituted all of the directors of Pennsylvania Guarantor;

F. all documents entered in connection with the Registration Rights Agreement and the Indenture, including but without limitation the Examined Documents, are valid and binding upon the parties thereto and are enforceable against the parties thereto; and

We express no opinion as to the creation or perfection of a lien against any real or personal, tangible or intangible property or the enforceability of any document.

This opinion letter is limited to, (i) in respect of New Jersey Guarantor, the New Jersey Business Corporation Act, as amended, and such other laws, rules and regulations of the State of New Jersey which, in our experience, are normally applicable to transactions of the type contemplated by the Registration Rights Agreement and the Indenture, and (ii) in respect of Pennsylvania Guarantor, the Pennsylvania Business Corporation Law of 1988, as amended, and such other laws, rules and regulations of the Commonwealth of Pennsylvania which, in our experience, are normally applicable to transactions of the type contemplated by the Registration Rights Agreement and the Indenture (collectively, the "***Applicable Laws***"). We express no opinion with respect to the laws of any other jurisdiction or any other law of the State of New Jersey or the Commonwealth of Pennsylvania. In rendering this opinion letter, we have assumed compliance with all laws, rules and regulations other than Applicable Laws.

Based upon the foregoing and subject to the assumptions, qualifications, exclusions, exceptions and limitations set forth above and below, it is our opinion that:

1. Based solely upon the related Status Certificate, New Jersey Guarantor is a corporation in good standing under the laws of the State of New Jersey.

2. Based solely upon the related Status Certificate, Pennsylvania Guarantor is a corporation validly subsisting under the laws of the Commonwealth of Pennsylvania.

3. New Jersey Guarantor has the corporate power and authority under the New Jersey Business Corporation Act to take, and has taken, all necessary corporate action to authorize the execution of the Guarantor Documents and to perform its obligations thereunder on the date of this letter.

4. Pennsylvania Guarantor has the corporate power and authority under the Pennsylvania Business Corporation Law to take, and has taken, all necessary corporate action to authorize the execution of the Guarantor Documents and to perform its obligations thereunder on the date of this letter.

5. The Guarantor Documents have been duly authorized, executed and delivered by each of the Guarantors.

This opinion letter is given as of the date hereof and is limited to the facts, circumstances and matters set forth herein and to laws presently in effect. No opinion may be inferred or is implied beyond matters expressly set forth herein, and we do not undertake or assume any duty or obligation to update or supplement this opinion letter to reflect any facts or circumstances which may hereafter come to our attention or any changes in law which may hereafter occur. This opinion letter is not a guaranty and should not be construed or relied on as such.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Blank Rome LLP

BLANK ROME LLP

Schedule A

Examined Documents

1. Indenture, dated September 20, 2018, between Escrow Issuer (as defined therein) and U.S. Bank, National Association.

2. Supplemental Indenture, dated October 1, 2018, executed by, among other parties, both Guarantors (including the Guarantee provided therein).

3. Registration Rights Agreement, dated September 20, 2018, between Escrow Issuer and the Initial Purchasers named therein (as those terms are defined therein).

4. Registration Rights Agreement Joinder, dated October 1, 2018, executed by, among other parties, both Guarantors.

5. The Form of Exchange Notes.

6. The Existing Notes.

7. The Notation of Guarantee, executed by both Guarantors and the other guarantors party thereto.

8. Omnibus Officer's Certificate, dated October 1, 2018, executed by Anthony L. Carano as corporate secretary of Guarantors (including all attachments thereto).

9. Certificate of Incorporation of New Jersey Guarantor, as amended, in the form attached to the Omnibus Officer's Certificate.

10. Articles of Incorporation of Pennsylvania Guarantor, as amended, in the form attached to the Omnibus Officer's Certificate.

11. Amended and Restated By-Laws of New Jersey Guarantor.

12. Bylaws of Pennsylvania Guarantor, in the form attached to the foregoing Secretary's Certificate.

13. Good standing certificate for New Jersey Guarantor issued by the Treasurer of the State of New Jersey as of January 10, 2019.

14. Subsistence certificate for Pennsylvania Guarantor issued by the Secretary of the Commonwealth of the Commonwealth of Pennsylvania as of January 10, 2019.

(Documents 2, 4, and 7 are, collectively, the "***Guarantor Documents***.")

Exhibit 5.11

JACKSONKELLY PLLC

150 CLAY STREET ● SUITE 500 ● P.O. BOX 619 ● MORGANTOWN, WEST VIRGINIA 26507 ● TELEPHONE: 304-284-4100 ● TELECOPIER: 304-284-4140
www.jacksonkelly.com

January 11, 2019

Eldorado Resorts, Inc.
100 West Liberty Street, Suite 1150
Reno, Nevada 89501

Ladies and Gentlemen:

We have acted as special counsel in the State of West Virginia (the "**State**") to Mountaineer Park, Inc., a West Virginia corporation ("**Mountaineer**"), in connection with the filing by Eldorado Resorts, Inc., a Nevada corporation (the "**Company**"), of a registration statement on Form S-4 (the "**Registration Statement**") with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"), with respect to up to $600,000,000 in aggregate principal amount of 6% Senior Notes due 2026 (the "**Exchange Notes**") of the Company, and the related guarantee of the Exchange Notes (the "**Exchange Guarantee**") by Mountaineer, to be issued in exchange for an equal aggregate principal amount of the Company's outstanding 6% Senior Notes due 2026 (the "**Existing Notes**") and the related guarantee of the Existing Notes issued September 20, 2018 pursuant to (i) the Indenture, dated as of September 20, 2018, among the Company, Mountaineer and the other guarantors party thereto and U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by that certain supplemental indenture dated as of October 1, 2018 (together, the "**Indenture**") and (ii) the Registration Rights Agreement, dated as of September 20, 2018 (the "**Registration Rights Agreement**"), among the Company, Mountaineer and the other guarantors party thereto and the other parties party thereto.

In rendering the opinions expressed below, we have examined copies of the Indenture, the Registration Rights Agreement and the Existing Notes and the forms of the Exchange Notes and the Exchange Guarantee of Mountaineer (such documents are sometimes hereinafter referred to as the "**Transaction Documents**"). We have also examined a Certificate of Existence for Mountaineer, issued by the Secretary of State of the State of West Virginia on January 10, 2019 (the "**Certificate of Existence**"), and the Omnibus Officer's Certificate regarding Mountaineer executed by Edmund L. Quatmann, Jr., and dated October 1, 2018, including the exhibits and attachments thereto (collectively, the "**Officer's Certificate**"), and we have assumed that the Officer's Certificate is true accurate and in full force and effect as of the date hereof. For purposes of this opinion letter and except to the extent set forth in the opinions expressed below, we have assumed all such proceedings have been or will be timely completed in the manner presently proposed, and the terms of such issuance will be in compliance with applicable laws.

We have, in rendering the opinions set forth herein, assumed (i) that all signatures are genuine and all natural persons executing documents had the legal capacity to do so; (ii) that each document submitted to us as the execution form of such document was executed in such form; (iii) that all documents submitted to us as originals are authentic; (iv) that all documents submitted to us as copies conform to the originals; (v) that each executed document submitted to us is complete, unmodified and the most current version of such document; (vi) that the facts stated in all documents submitted to us are true and correct; (vii) that the transactions effectuated by the Transaction Documents are supported by sufficient and adequate consideration as to all parties thereto; (viii) that all terms and conditions of, or relating to, the transactions contemplated by the Transaction Documents are correctly and completely embodied in such documents and there are no other agreements or understandings among the parties or usage of trade or course of prior dealing among the parties that would, in any case, define, supplement or qualify the terms of any of such documents; (ix) that there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence; (x) that, except with respect to Mountaineer and the Transaction Documents to which it is a party: (a) the Transaction Documents have been duly authorized, executed and delivered by each of the parties thereto, and the persons who executed, acknowledged and delivered the Transaction Documents on behalf of such parties were duly authorized to do so by each such party; (b) each party to the Transaction Documents is duly formed and validly existing under the laws of its jurisdiction of formation, and each such party has the requisite corporate or other organizational power and authority to perform its obligations under the Transaction Documents; and (c) each party to the Transaction Documents has the capacity to execute the Transaction Documents and to perform its obligations under the Transaction Documents; and (xi) that the Transaction Documents constitute the legally valid and binding obligations of all parties thereto (other than as to the effect of due authorization and execution of the Transaction Documents by Mountaineer on the validity thereof), and are enforceable in accordance with their respective terms.

In rendering this opinion, we have not made any independent investigation as to any assumptions made herein or as to the accuracy or completeness of any facts or representations, warranties, data or other information, whether written or oral, that may have been made by or on behalf of the parties, including but not limited to the Officer’s Certificate, and we express no opinion with respect to the subject matter or accuracy of the assumptions or items upon which we have relied.

Based on the foregoing and in reliance thereon, and subject to the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, we are of the opinion that:

1. As of the date of the Certificate of Existence, Mountaineer is validly existing as a corporation duly organized and existing under the laws of the State.

2. Mountaineer has full corporate power and authority to execute, deliver and perform its obligations under the Indenture and the Registration Rights Agreement, including the Exchange Notes and the Exchange Guarantee as applicable.

3. Mountaineer has duly authorized the execution and delivery of the Indenture and the Registration Rights Agreement and the performance of its obligations thereunder.

The foregoing opinions are subject to the following additional assumptions and qualifications:

A. In rendering our opinions, we have relied on the Officer's Certificate without independent investigation, other than with respect to our opinion in Paragraph 1 that Mountaineer validly exists under the laws of the State, for which we have relied upon the Certificate of Existence.

B. We express no opinion with respect to any aspect of the Transaction Documents or any other agreement relating to the transactions contemplated by the Transaction Documents other than those specifically set forth in the opinions set forth above.

C. The opinions contained herein are subject to the effect of bankruptcy, insolvency, reorganization, moratorium, anti-deficiency, and other laws now or hereafter in effect relating to or affecting the enforcement of creditor's rights generally, the federal Bankruptcy Code, and any laws, rules and regulations relating to fraudulent conveyances and transfers.

D. The opinions expressed herein are based upon the applicable laws of the State and the facts in existence as of the date of this opinion letter. In delivering this opinion letter to you, we disclaim any obligation to update or supplement the opinions set forth herein or to apprise you of any changes in any laws or facts after such time as the Registration Statement is declared effective. No opinion is offered or implied as to any matter, and no inference may be drawn, beyond the strict scope of the specific issues expressly address by the opinions set forth herein.

E. We are qualified to practice law in the State. The opinions set forth herein are expressly limited to and based exclusively on the general corporate laws of the State, and we do not purport to be experts on, or to express any opinion with respect to the applicability or effect of, the laws of any other jurisdiction. Without limiting the generality of the foregoing, We express no opinion concerning: (i) any law other than the laws of the State; (ii) any securities laws or regulations, including any State "blue sky" laws or regulations; (iii) pension and employee benefit laws and regulations; (iv) antitrust and unfair competition laws and regulations; (v) environmental, health and safety, labor or health-care laws and regulations; (vi) taxes; (vii) patent, trademark or other intellectual property laws or regulations; (viii) building code, zoning, subdivision and other laws or regulations governing the development, use and occupancy of real property; (ix) laws regarding fraudulent transfers; (x) any judicial decision to the extent that they deal with any of the foregoing; or (xi) the effect of any of the foregoing on any of the opinions expressed.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted from or otherwise relied on for any other purpose.

Very truly yours,

/s/ Jackson Kelly PLLC

JACKSON KELLY PLLC

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-4) and related Prospectus of Eldorado Resorts, Inc. for the registration of the 6% Senior Notes due 2026, and to the incorporation by reference therein of our reports dated February 28, 2018, except Note 2, as to which the date is September 5, 2018, with respect to the consolidated financial statements and schedule of Eldorado Resorts, Inc., included in its Current Report on Form 8-K for the year ended December 31, 2017 and to our report dated February 28, 2018 related to the effectiveness of internal control over financial reporting of Eldorado Resorts, Inc., incorporated by reference in its Annual Report on Form 10-K for the year ended December 31, 2017, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Las Vegas, Nevada
January 11, 2019

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated February 28, 2018, except for the retrospective adoption of new accounting standards described in Note 2, as to which the date is November 30, 2018, with respect to the consolidated financial statements of Tropicana Entertainment Inc. as of December 31, 2017 and 2016 and for each of the three years in the period ended December 31, 2017 appearing in Eldorado Resorts, Inc.'s Form 8-K/A, Amendment No. 1 filed on November 30, 2018, which are incorporated by reference in this Registration Statement of Eldorado Resorts, Inc. We consent to the incorporation by reference of the aforementioned report in this Registration Statement, and to the use of our name as it appears under the caption "Experts".

/s/ Grant Thornton LLP

New York, New York
January 11, 2019

Exhibit 23.3

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement on Form S-4 of Eldorado Resorts, Inc. of our report dated February 13, 2018, related to the financial statements of Elgin Riverboat Resort-Riverboat Casino (d/b/a Grand Victoria Casino), as of December 31, 2017 and 2016 and for the three years in the period ended December 31, 2017 incorporated by reference in the Current Report on Form 8-K/A of Eldorado Resorts, Inc. dated September 5, 2018, and to the reference to us under the heading “Experts” in the Prospectus, which is part of this Registration Statement.

/s/ DELOITTE & TOUCHE LLP

Indianapolis, IN
January 11, 2019

Exhibit 23.4

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in this Registration Statement (Form S-4) and related Prospectus of Eldorado Resorts, Inc. for the registration of the 6% Senior Notes due 2026, and to the incorporation by reference therein of our reports dated June 21, 2016, except for the effects of discontinued operations, as discussed in Note 3 and the effects of the adoption of ASU No. 2015-03, as discussed in Note 7 and Note 2, as to which the dates are December 21, 2016, with respect to the consolidated financial statements and schedule for the year ended April 24, 2016 of Isle of Capri Casinos, Inc. and our report dated June 21, 2016 with respect to the effectiveness of internal control over financial reporting as of April 24, 2016 of Isle of Capri Casinos, Inc., included in its Current Report on Form 8-K dated December 21, 2016, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Las Vegas, Nevada
January 11, 2019

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall
Minneapolis, Minnesota **55402**
(Address of principal executive offices) **(Zip Code)**

Michael M Hopkins
U.S. Bank National Association
225 Asylum Street
Hartford, CT 06103
(860) 241-6820
(Name, address and telephone number of agent for service)

Eldorado Resorts, Inc.
(Issuer with respect to the Securities)

Nevada **46-3657681**
(State or other jurisdiction of incorporation or organization) **(I.R.S. Employer Identification No.)**

100 West Liberty Street, Suite 1150
Reno, Nevada **89501**
(Address of Principal Executive Offices) **(Zip Code)**

6.0% Senior Notes Due 2026
(Title of the Indenture Securities)

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. AFFILIATIONS WITH OBLIGOR. *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*

2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.

3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.

4. A copy of the existing bylaws of the Trustee.**

5. A copy of each Indenture referred to in Item 4. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.

7. Report of Condition of the Trustee as of September 30, 2018 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on form S-3ASR, Registration Number 333-199863 filed on November 5, 2014.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Hartford, State of Connecticut on the 11th of January, 2019.

By: /s/ Michael M Hopkins
Michael M Hopkins
Vice President

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, August 1, 2018, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia

Joseph Otting

Comptroller of the Currency

Exhibit 3

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATION OF FIDUCIARY POWERS

I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today, May 8, 2018, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Joseph Otting

Comptroller of the Currency

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: January 11, 2019

By: /s/ Michael M Hopkins
Michael M Hopkins
Vice President

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 9/30/2018

($000's)

	9/30/2018
Assets	
Cash and Balances Due From Depository Institutions	$ 20,003,448
Securities	110,034,104
Federal Funds	31,434
Loans & Lease Financing Receivables	281,653,128
Fixed Assets	3,819,093
Intangible Assets	13,233,498
Other Assets	27,236,326
Total Assets	**$456,011,031**
Liabilities	
Deposits	$342,906,860
Fed Funds	6,964,321
Treasury Demand Notes	0
Trading Liabilities	977,478
Other Borrowed Money	38,881,574
Acceptances	0
Subordinated Notes and Debentures	3,800,000
Other Liabilities	14,600,333
Total Liabilities	**$408,130,566**
Equity	
Common and Preferred Stock	18,200
Surplus	14,266,915
Undivided Profits	32,793,053
Minority Interest in Subsidiaries	802,297
Total Equity Capital	**$ 47,880,465**
Total Liabilities and Equity Capital	**$456,011,031**

LETTER OF TRANSMITTAL

Eldorado Resorts, Inc.

OFFER TO EXCHANGE ANY AND ALL OUTSTANDING
6% SENIOR NOTES DUE 2026 (THE "EXISTING NOTES")
($600,000,000 IN AGGREGATE PRINCIPAL AMOUNT OUTSTANDING)

FOR

6% SENIOR NOTES DUE 2026 (THE "EXCHANGE NOTES") AND
GUARANTEES OF THE EXCHANGE NOTES BY THE GUARANTORS NAMED IN THE
PROSPECTUS DATED , 2019

THE EXCHANGE OFFER (AS DEFINED HEREIN) AND WITHDRAWAL RIGHTS WILL EXPIRE AT MIDNIGHT, NEW YORK CITY TIME, ON , 2019, UNLESS EXTENDED OR EARLIER TERMINATED (SUCH DATE AND TIME, THE "EXPIRATION DATE").

The Exchange Agent for the Exchange Offer is:

Delivery to: U.S. Bank National Association, as Exchange Agent

(the "Exchange Agent")

For Delivery by Hand, Overnight Delivery, or Registered or Certified Mail:
U.S. Bank National Association
Global Corporate Trust Services
Attn: Corporate Actions
111 Fillmore Ave. East, EP-MN-WS2N
St. Paul, MN 55107

By Facsimile:
For Eligible Institutions only
(651) 466-7372

For Information or Confirmation
by Telephone:
(800) 934-6802

Beneficial Owners who have questions regarding this Letter of Transmittal should contact their bank, broker, dealer, trust company, or other nominee. DTC Participants and others who have questions regarding this Letter of Transmittal should contact the Exchange Agent.

THE INSTRUCTIONS CONTAINED IN THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

, 2019

Capitalized terms used but not defined herein have the meanings given to them in the Prospectus dated , 2019 (as the same may be amended or supplemented from time to time, the "**Prospectus**") of Eldorado Resorts, Inc., a Nevada corporation (the "**Issuer**"). The undersigned hereby acknowledges receipt of the Prospectus, which, together with this letter of transmittal (the "**Letter of Transmittal**"), constitute the Issuer's offer to exchange $1,000 of principal amount of its 6% Senior Notes due 2026 (the "**Exchange Notes**"), all of which have been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), for each $1,000 principal amount of its outstanding 6% Senior Notes due 2026 (the "**Existing Notes**"), of which $600,000,000 aggregate principal amount is outstanding. The Exchange Offer is being made to each registered holder of outstanding Existing Notes, or persons who hold Existing Notes through The Depository Trust Company ("**DTC**"), including beneficial owners (the "**Beneficial Owners**") of the outstanding Existing Notes ("**DTC Participants**" and, together with such registered holders, the "**Holders**").

The terms of the Exchange Offer set forth in the Prospectus, including under "The Exchange Offer" and "Certain U.S. Federal Income Tax Considerations," are incorporated herein by reference and form part of the terms and conditions of this Letter of Transmittal.

By execution hereof, if required, or by otherwise participating in the Exchange Offer in accordance with the instructions contained in the Prospectus and this Letter of Transmittal, the undersigned acknowledges receipt of the Prospectus and this Letter of Transmittal and accepts the terms and conditions contained therein and herein.

The Exchange Offer is not being made to, nor will tenders of Existing Notes be accepted from, Holders in any jurisdiction in which the making or acceptance of the Exchange Offer would not be in compliance with the laws of such jurisdiction.

This Letter of Transmittal is being supplied only for informational purposes to persons who directly hold Existing Notes in book-entry form through the facilities of DTC. Exchange of the Existing Notes held through DTC must be made pursuant to the procedures described in the Prospectus under the heading "The Exchange Offer—Procedures for Tendering Existing Notes."

This Letter of Transmittal should be completed, executed and delivered by Beneficial Owners upon instruction to do so from such Beneficial Owner's bank, broker, dealer, trust company, or other nominee.

To validly participate in the Exchange Offer, DTC Participants must, as applicable, (i) deliver Existing Notes by means of book-entry transfer into the applicable DTC account of U.S. Bank National Association, in its capacity as the Exchange Agent (the "**Exchange Agent**"), and (ii) transmit electronic confirmation through ATOP (as described below), whereby an Agent's Message (as described below) will be sent to the Exchange Agent.

The Exchange Offer is being conducted using DTC's Automated Tender Offer Program ("**ATOP**"). Accordingly, DTC Participants holding Existing Notes through DTC must exchange their Existing Notes in accordance with DTC's ATOP procedures. Since all Existing Notes must be exchanged by book-entry transfer to the applicable DTC account of the Exchange Agent, the Beneficial Owner's bank, broker, dealer, trust company, or other nominee must execute the applicable action through ATOP. Financial institutions that are DTC Participants must execute exchanges through ATOP by transmitting acceptances of the Exchange Offer to DTC on or prior to the Expiration Time.

DTC will verify acceptance of the Exchange Offer, execute a book-entry transfer of the exchanged Existing Notes into the applicable DTC account of the Exchange Agent and send to the Exchange Agent a "book-entry confirmation," which shall include a message (the "**Agent's Message**") transmitted by DTC to and received by the Exchange Agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgment from a DTC Participant participating in the Exchange Offer that the DTC Participant has received and agrees to be bound by the terms of the Letter of Transmittal as though a signatory thereof and that the Issuer and its transferees may enforce such agreement against the DTC Participant.

INSTRUCTIONS TO DTC PARTICIPANTS

As described above, the Exchange Offer is being conducted through ATOP. DTC PARTICIPANTS SHOULD NOT SEND COMPLETED COPIES OF THIS LETTER OF TRANSMITTAL TO THE EXCHANGE AGENT OR THE ISSUER UNLESS SEPARATELY INSTRUCTED TO DO SO. The following instructions for completing this Letter of Transmittal apply only to the extent DTC Participants are required or wish to complete this Letter of Transmittal for internal record-keeping or other purposes (or are separately instructed to do so).

In order to properly complete this letter of transmittal, a holder of Existing Notes must:

- complete the box entitled "Description of Existing Notes,"
- if appropriate, check and complete the boxes relating to "Special Issuance Instructions" and "Special Delivery Instructions," and
- sign the letter of transmittal.

INSTRUCTIONS TO BENEFICIAL OWNERS

This Letter of Transmittal should be completed, executed and delivered by Beneficial Owners upon instruction to do so from such Beneficial Owner's bank, broker, dealer, trust company, or other nominee.

In order to properly complete this letter of transmittal a Beneficial Owner of Existing Notes must:

- complete the box entitled "Description of Existing Notes,"
- if appropriate, check and complete the boxes relating to "Special Issuance Instructions" and "Special Delivery Instructions,"
- sign the letter of transmittal, and
- complete IRS Form W-9 or other withholding forms described herein, as applicable.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL, INCLUDING THE INSTRUCTIONS, AND THE PROSPECTUS CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL OR CHECKING ANY BOX BELOW. The instructions included with this letter of transmittal must be followed. Questions and requests for assistance or for additional copies of the prospectus and this letter of transmittal and related documents may be directed to U.S. Bank National Association, at the address and telephone number set forth on the cover page of this letter of transmittal. See instruction 11 below.

List below the Existing Notes to which this letter of transmittal relates. If the space provided is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this letter of transmittal. Tenders of Existing Notes will be accepted only in principal amounts equal to $2,000 or integral multiples $1,000 in excess thereof (provided that no Existing Note of an unauthorized denomination may be outstanding after such tender).

DESCRIPTION OF EXISTING NOTES

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL-IN)	CERTIFICATE NUMBER(S)*	AGGREGATE PRINCIPAL AMOUNT REPRESENTED**	PRINCIPAL AMOUNT TENDERED**
TOTAL PRINCIPAL AMOUNT OF EXISTING NOTES			

* Need not be completed by holders delivering by book-entry transfer (see below).

** Unless otherwise indicated in the column “Principal Amount Tendered” and subject to the terms and conditions of the exchange offer, the holder will be deemed to have tendered the entire aggregate principal amount represented by each note listed above and delivered to the Exchange Agent. See Instruction 4.

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THE BOXES BELOW

☐ **CHECK HERE IF CERTIFICATES FOR TENDERED EXISTING NOTES ARE ENCLOSED HEREWITH.**

☐ **CHECK HERE IF TENDERED EXISTING NOTES ARE BEING DELIVERED BY BOOK- ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH THE DTC AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution: _____

Account Number with DTC: _____

Transaction Code Number: _____

☐ **CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.**

Name: _____

Address: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

DTC Participants identified in an Agent's Message in respect of the Exchange Offer will be deemed to have completed and signed this Letter of Transmittal and accepted the terms of conditions herein. Each such DTC Participant, in addition to each Beneficial Owner who signs this Letter of Transmittal, is referred to herein as an "undersigned."

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the exchange offer, the undersigned hereby tenders to the Issuer the principal amount of Existing Notes described above. Subject to, and effective upon, the acceptance for exchange of the Existing Notes tendered herewith, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to such Existing Notes.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Issuer and as trustee under the indenture relating to the Existing Notes) with respect to such tendered notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), subject only to the right of withdrawal described in the prospectus, to (1) deliver certificates representing such tendered notes, or transfer ownership of such notes, on the account books maintained by DTC, and to deliver all accompanying evidence of transfer and authenticity to, or upon the order of, the Issuer upon receipt by the Exchange Agent, as the undersigned's agent, of the Exchange Notes to which the undersigned is entitled upon the acceptance by the Issuer of such Existing Notes for exchange pursuant to the exchange offer, (2) receive all benefits and otherwise to exercise all rights of beneficial ownership of such Existing Notes, all in accordance with the terms and conditions of the exchange offer, and (3) present such Existing Notes for transfer, and transfer such Existing Notes, on the relevant security register.

The undersigned hereby represents and warrants that the undersigned (1) owns the notes tendered and is entitled to tender such notes, and (2) has full power and authority to tender, sell, exchange, assign and transfer the Existing Notes and to acquire Exchange Notes issuable upon the exchange of such tendered notes, and that, when the same are accepted for exchange, the Issuer will acquire good, marketable and unencumbered title to the tendered notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right or restriction or proxy of any kind. The undersigned also warrants that it will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Issuer to be necessary or desirable to complete the sale, exchange, assignment and transfer of tendered notes or to transfer ownership of such notes on the account books maintained by DTC. The undersigned agrees to all of the terms of the exchange offer.

The undersigned understands that tenders of the Existing Notes pursuant to any one of the procedures described in the prospectus under the caption "The Exchange Offer—Procedures for Tendering Existing Notes" and in the instructions to this letter of transmittal will, upon the Issuer's acceptance of the notes for exchange, constitute a binding agreement between the undersigned and the Issuer in accordance with the terms and subject to the conditions of the exchange offer.

The exchange offer is subject to the conditions set forth in the prospectus under the caption "The Exchange Offer—Conditions to the Exchange Offer." The undersigned recognizes that as a result of these conditions (which may be waived, in whole or in part, by the Issuer) as more particularly set forth in the prospectus, the Issuer may not be required to exchange any of the Existing Notes tendered by this letter of transmittal and, in such event, the Existing Notes not exchanged will be returned to the undersigned at the address shown below the signature of the undersigned.

Unless a box under the heading "Special Issuance Instructions" is checked, by tendering Existing Notes and executing this letter of transmittal, the undersigned hereby represents and warrants that:

(i) the undersigned or any beneficial owner of the Existing Notes is acquiring the Exchange Notes in the ordinary course of business of the undersigned (or such other beneficial owner);

(ii) neither the undersigned nor any beneficial owner is engaging in or intends to engage in a distribution of the Exchange Notes within the meaning of the federal securities laws;

(iii) neither the undersigned nor any beneficial owner has an arrangement or understanding with any person or entity to participate in a distribution of the Exchange Notes;

(iv) if the undersigned or any beneficial owner is an "affiliate" of the Issuer or the guarantors within the meaning of Rule 405 under the Securities Act and is engaging in or intends to engage in or has an arrangement or understanding with any person to participate in a distribution of the Exchange Notes to be acquired pursuant to the exchange offer, the undersigned or any such other person will not rely on the applicable interpretations of the staff of the SEC and will comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction;

(v) if the undersigned is a resident of the State of California, the undersigned falls under the institutional investor exemption set forth under Section 25102(i) of the Corporate Securities Law of 1968 and Rules 260.102.10 and 260.105.14 of the California Blue Sky Regulations and is purchasing the Exchange Notes for its own account for investment and not with a view to or for sale in connection with any distribution of the Exchange Notes;

(vi) the undersigned and each beneficial owner acknowledges and agrees that any person who is a broker-dealer registered under the Securities Exchange Act of 1934, as amended, or is participating in the exchange offer for the purpose of distributing the Exchange Notes, must comply with the registration and delivery requirements of the Securities Act in connection with a secondary resale transaction of the Exchange Notes or interests therein acquired by such person and cannot rely on the position of the staff of the Securities and Exchange Commission (the "**SEC**") set forth in certain no-action letters;

(vii) the undersigned and each beneficial owner understands that a secondary resale transaction described in clause (vi) above and any resales of Exchange Notes or interests therein obtained by such holder in exchange for Existing Notes or interests therein originally acquired by such holder directly from the Issuer should be covered by an effective registration statement containing the selling security holder information required by Item 507 or Item 508, as applicable, of Regulation S-K or the SEC; and

(viii) the undersigned is not acting on behalf of any person or entity who could not truthfully make the foregoing representations.

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Existing Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. If the undersigned is a broker-dealer and Existing Notes held for its own account were not acquired as a result of market-making or other trading activities, such Existing Notes cannot be exchanged pursuant to the exchange offer.

All authority herein conferred or agreed to be conferred shall not be affected by, and shall survive the death, bankruptcy or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

Tendered Existing Notes may be withdrawn at any time prior to midnight, New York City time on , 2019 or on such later date or time to which the Issuer may extend the exchange offer.

Unless otherwise indicated herein under the box entitled "Special Issuance Instructions" below, Exchange Notes, and Existing Notes not tendered or accepted for exchange, will be issued in the name of the undersigned. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, Exchange Notes, and Existing Notes not tendered or accepted for exchange, will be delivered to the undersigned at the address shown below the signature of the undersigned. In the case of a book-entry delivery of notes, the Exchange Agent will credit the account maintained by DTC with any notes not tendered. The undersigned recognizes that the Issuer have no obligation pursuant to the "Special Issuance Instructions" to transfer any Existing Notes from the name of the registered holder thereof if the Issuer do not accept for exchange any of the principal amount of such Existing Notes so tendered.

If any tendered Existing Notes are not accepted for any reason set forth in the terms and conditions of the exchange offer or if Existing Notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged Existing Notes will be returned without expense to the tendering holder, or in the case of Existing Notes tendered by book-entry transfer into the Exchange Agent's account at DTC pursuant to the book-entry procedures outlined herein, the non-exchanged Existing Notes will be credited to an account maintained with DTC, in each case, as promptly as practicable after the expiration or termination of the exchange offer.

The Exchange Notes will bear interest from the most recent interest payment date on which interest has been paid on the Existing Notes. Interest on the Existing Notes accepted for exchange will cease to accrue upon the issuance of the Exchange Notes.

PLEASE SIGN HERE
(To Be Completed By All Tendering Holders
of Existing Notes)

This letter of transmittal must be signed by the registered holder(s) of Existing Notes exactly as their name(s) appear(s) on certificate(s) for Existing Notes or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this letter of transmittal, including such opinions of counsel, certifications and other information as may be required by the Issuer or the trustee for the Existing Notes to comply with the restrictions on transfer applicable to the Existing Notes. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Exchange Agent of such person's authority to so act. See Instruction 5 below. If the signature appearing below is not of the registered holder(s) of the Existing Notes, then the registered holder(s) must sign a valid power of attorney.

X _____

X _____

Signature(s) of Holder(s) or Authorized Signatory

Dated: _____, 2019

Name(s): _____

Capacity: _____

Address (including zip code): _____

Area Code and Telephone Number _____

GUARANTEE OF SIGNATURE(S)
(If required—see Instruction 2 and 5 below)

Certain Signatures Must be Guaranteed by a Signature Guarantor

(Name of Signature Guarantor Guaranteeing Signatures)

(Address (including zip code) and Telephone Number (including area code) of Firm)

(Authorized Signature)

(Printed Name)

(Title)

Dated: _____, 2019

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 4 through 7)

To be completed ONLY if (i) certificates for Existing Notes in a principal amount not tendered are to be issued in the name of, or Exchange Notes issued pursuant to the exchange offer are to be issued in the name of, someone other than the person or persons whose name(s) appear(s) within this letter of transmittal or issued to an address different from that shown in the box entitled "Description of Existing Notes" within this letter of transmittal, (ii) Existing Notes not tendered, but represented by certificates tendered by this letter of transmittal, are to be returned by credit to an account maintained at DTC other than the account indicated above or (iii) Exchange Notes issued pursuant to the exchange offer are to be issued by book-entry transfer to an account maintained at DTC other than the account indicated above.

Issue:

☐ Exchange Notes, to: _____

☐ Existing Notes, to: _____

Name(s) _____

Address _____

Telephone Number: _____

(Taxpayer Identification or Social Security Number)

DTC Account Number: _____

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 Through 7)

To be completed ONLY if certificates for Existing Notes in a principal amount not tendered, or Exchange Notes, are to be sent to someone other than the person or persons whose name(s) appear(s) within this letter of transmittal to an address different from that shown in the box entitled "Description of Existing Notes" within this letter of transmittal.

Deliver:

☐ Exchange Notes, to: _____

☐ Existing Notes, to: _____

Name(s) _____

Address _____

Telephone Number: _____

_____ _____

(Taxpayer Identification or Social Security Number)

Is this a permanent address change? (check one box)

☐ Yes ☐ No

INSTRUCTIONS TO LETTER OF TRANSMITTAL
(Forming part of the terms and conditions of the Exchange Offer)

1. DELIVERY OF THIS LETTER OF TRANSMITTAL AND NOTES. The Exchange Offer is being conducted through ATOP. DTC Participants should not send completed copies of this Letter of Transmittal to the Exchange Agent or the Issuer unless separately instructed to do so. The instructions for completing this Letter of Transmittal apply only to the extent DTC Participants are required or wish to complete this Letter of Transmittal for internal record-keeping or other purposes (or are separately instructed to do so). To the extent a DTC Participant is required or wishes to complete this Letter of Transmittal for one of the foregoing purposes or is separately instructed to do so, a separate Letter of Transmittal should be completed for each Beneficial Owner. In addition, this Letter of Transmittal should be completed, executed and delivered by Beneficial Owners upon instruction to do so from such Beneficial Owner's bank, broker, dealer, trust company, or other nominee.

For a holder to properly tender notes pursuant to the exchange offer, a properly completed and duly executed letter of transmittal (or a manually signed facsimile thereof), together with any signature guarantees and any other documents required by these Instructions, or a properly transmitted agent's message in the case of a book entry transfer, must be received by the Exchange Agent at its address set forth herein on or prior to the expiration date, and either (1) certificates representing such notes must be received by the Exchange Agent at its address, or (2) such notes must be transferred pursuant to the procedures for book-entry transfer described in the prospectus under "The Exchange Offer—Book-Entry Transfer" and a book-entry confirmation must be received by the Exchange Agent prior to the expiration date.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, THE EXISTING NOTES AND ALL OTHER REQUIRED DOCUMENTS TO THE EXCHANGE AGENT IS AT THE ELECTION AND SOLE RISK OF THE HOLDER AND DELIVERY WILL BE DEEMED TO BE MADE ONLY WHEN ACTUALLY RECEIVED BY THE EXCHANGE AGENT. INSTEAD OF DELIVERY BY MAIL, HOLDERS SHOULD USE AN OVERNIGHT OR HAND DELIVERY SERVICE. IN ALL CASES, HOLDERS SHOULD ALLOW FOR SUFFICIENT TIME TO ENSURE DELIVERY TO THE EXCHANGE AGENT BEFORE THE EXPIRATION OF THE EXCHANGE OFFER AND PROPER INSURANCE SHOULD BE OBTAINED. HOLDERS MAY REQUEST THEIR BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR NOMINEE TO EFFECT THESE TRANSACTIONS FOR SUCH HOLDER. HOLDERS SHOULD NOT SEND ANY NOTE, LETTER OF TRANSMITTAL OR OTHER REQUIRED DOCUMENT TO THE ISSUER.

2. GUARANTEE OF SIGNATURES. Signatures on this letter of transmittal must be guaranteed by an eligible institution unless the notes tendered hereby are tendered (1) by a registered holder of notes (or by a participant in DTC whose name appears on a security position listing as the owner of such notes) who has signed this letter of transmittal and who has not completed any of the boxes entitled "Special Issuance Instructions" or "Special Delivery Instructions," on the letter of transmittal, or (2) for the account of an eligible institution. If the notes are registered in the name of a person other than the signer of the letter of transmittal or if notes not tendered are to be returned to, or are to be issued to the order of a person other than the registered holder, or if notes not tendered are to be sent to someone other than the registered holder, then the signature on this letter of transmittal accompanying the tendered notes must be guaranteed as described above. Beneficial owners whose notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender notes. See "The Exchange Offer—Procedures for Tendering Existing Notes" in the prospectus.

3. WITHDRAWAL OF TENDERS. Except as otherwise provided in the prospectus, tenders of notes may be withdrawn at any time on or prior to the expiration date. For a withdrawal of tendered notes to be effective, a written notice of withdrawal must be received by the Exchange Agent prior to the expiration date at its address set forth on the cover of this letter of transmittal. Any such notice of withdrawal must (1) specify the

name of the person who tendered the notes to be withdrawn, (2) identify the notes to be withdrawn, including the aggregate principal amount represented by such notes, (3) where certificates for the notes have been transmitted, the name of the registered holder of such notes, if different from that of the person who tendered such notes, and (4) be signed by the holder of such notes in the same manner as the original signature on the letter of transmittal by which such notes were tendered (including any required signature guarantees), or be accompanied by (i) documents of transfer sufficient to have the trustee register the transfer of the notes into the name of the person withdrawing such notes, and (ii) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such holder (unless the notes were tendered by book entry transfer). If the notes were tendered pursuant to the procedures for book-entry transfer sent forth in "The Exchange Offer—Procedures for Tendering Existing Notes," the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawal of Existing Notes and must otherwise comply with the procedures of DTC. If the notes to be withdrawn have been delivered or otherwise identified to the Exchange Agent, a signed notice of withdrawal is effective immediately upon written or facsimile notice of such withdrawal even if physical release is not yet effected.

Any permitted withdrawal of notes may not be rescinded. Any notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the exchange offer. However, properly withdrawn notes may be retendered by following one of the procedures described in the prospectus under the caption "The Exchange Offer—Procedures for Tendering Existing Notes" at any time prior to the expiration date.

All questions as to the validity, form and eligibility (including time of receipt) of such withdrawal notices will be determined by the Issuer, in their sole discretion, which determination shall be final and binding on all parties. Neither the Issuer, any affiliates of the Issuer, the Exchange Agent or any other person shall be under any duty to give any notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

4. PARTIAL TENDERS. Tenders of notes pursuant to the exchange offer will be accepted only in principal amounts equal to $2,000 or integral multiples $1,000 in excess thereof. If less than the entire principal amount of any notes evidenced by a submitted certificate is tendered, the tendering holder must fill in the principal amount tendered in the last column of the box entitled "Description of Existing Notes" herein. The entire principal amount represented by the certificates for all notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all notes held by the holder is not tendered, new certificates for the principal amount of notes not tendered and Exchange Notes issued in exchange for any notes tendered and accepted will be sent (or, if tendered by book-entry transfer, returned by credit to the account at DTC designated herein) to the holder unless otherwise provided in the appropriate box on this letter of transmittal (see Instruction 6), as soon as practicable following the expiration date.

5. SIGNATURE ON THIS LETTER OF TRANSMITTAL; POWERS OF ATTORNEY AND ENDORSEMENTS; GUARANTEE OF SIGNATURES. If this letter of transmittal is signed by the registered holder(s) of the Existing Notes tendered hereby, the signature must correspond exactly with the name(s) as written on the face of certificates without alteration, enlargement or change whatsoever. If this letter of transmittal is signed by a participant in DTC whose name is shown as the owner of the notes tendered hereby, the signature must correspond with the name shown on the security position listing the owner of the notes.

If any of the notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this letter of transmittal.

If any tendered notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many copies of this letter of transmittal and any necessary accompanying documents as there are different names in which certificates are held.

If this letter of transmittal is signed by the holder, and the certificates for any principal amount of notes not tendered are to be issued (or if any principal amount of notes that is not tendered is to be reissued or returned) to or, if tendered by book-entry transfer, credited to the account of DTC of the registered holder, and Exchange Notes exchanged for Existing Notes in connection with the exchange offer are to be issued to the order of the registered holder, then the registered holder need not endorse any certificates for tendered notes nor provide a separate power of attorney. In any other case (including if this letter of transmittal is not signed by the registered holder), the registered holder must either properly endorse the certificates for notes tendered or transmit a separate properly completed power of attorney with this letter of transmittal (in either case, executed exactly as the name(s) of the registered holder(s) appear(s) on such notes, and, with respect to a participant in DTC whose name appears on a security position listing as the owner of notes, exactly as the name(s) of the participant(s) appear(s) on such security position listing), with the signature on the endorsement or power of attorney guaranteed by an eligible institution, unless such certificates or powers of attorney are executed by an eligible institution, and must also be accompanied by such opinions of counsel, certifications and other information as the Issuer or the trustee for the Existing Notes may require in accordance with the restrictions on transfer applicable to the Existing Notes. See Instruction 2.

Endorsements on certificates for notes and signatures on powers of attorney provided in accordance with this Instruction 5 by registered holders not executing this letter of transmittal must be guaranteed by an eligible institution. See Instruction 2.

If this letter of transmittal or any certificates representing notes or powers of attorney are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing. Unless waived by Issuer or the Exchange Agent, proper evidence satisfactory to the Issuer, in their sole discretion, of their authority so to act must be submitted with this letter of transmittal.

6. SPECIAL ISSUANCE AND SPECIAL DELIVERY INSTRUCTIONS. Tendering holders should indicate in the applicable box or boxes the name and address to which notes for principal amounts not tendered or Exchange Notes exchanged for Existing Notes in connection with the exchange offer are to be issued or sent, if different from the name and address of the holder signing this letter of transmittal. In the case of issuance in a different name, the taxpayer-identification number of the person named must also be indicated. Holders tendering by book-entry transfer may request that Existing Notes not exchanged be credited to such account maintained at DTC as such holder may designate. If no instructions are given, notes not tendered will be returned to the registered holder of the notes tendered. For holders of notes tendered by book-entry transfer, notes not tendered will be returned by crediting the account at DTC designated above.

7. TAXPAYER IDENTIFICATION NUMBER AND IRS FORM W-9. *Backup Withholding; IRS Form W-9, IRS Form W-8.* U.S. federal income tax laws generally require that an exchanging owner of an Existing Note that is a U.S. person (a "**U.S. holder**") provide the Exchange Agent with such U.S. holder's correct Taxpayer Identification Number ("**TIN**") on IRS Form W-9, Request for Taxpayer Identification Number and Certification, attached hereto (the "**IRS Form W-9**"), which in the case of a U.S. holder who is an individual, is his or her social security number. If the exchanging holder is a nonresident alien or a foreign entity, other requirements (as described below) will apply. If the Exchange Agent is not provided with the correct TIN or an adequate basis for an exemption from backup withholding, such exchanging U.S. holder may be subject to certain penalties imposed by the IRS. In addition, failure to provide the Exchange Agent with the correct TIN or an adequate basis for an exemption from backup withholding may result in backup withholding on payments made to the U.S. holder or other payee pursuant to the Exchange Offer at a current rate of 28%. If withholding results in an overpayment of taxes, the U.S. holder may obtain a refund or credit from the IRS if the required information is timely provided to the IRS.

Certain U.S. holders (including, among others, all corporations) are not subject to these backup withholding requirements. See the attached IRS Form W-9 and related instructions attached hereto (the "**W-9 Guidelines**") for additional instructions.

To prevent backup withholding, each exchanging U.S. holder (including a resident alien) must provide its correct TIN by completing the IRS Form W-9 attached hereto, certifying, under penalties of perjury, that such holder is a U.S. person (including a resident alien), that the TIN provided is correct (or that such holder is awaiting a TIN) and that such U.S. holder is not subject to backup withholding. If the Existing Notes are in more than one name or are not in the name of the actual owner, the U.S. holder should consult the W-9 Guidelines for information on which TIN to report. If a U.S. holder does not have a TIN, such U.S. holder should consult the W-9 Guidelines for instructions on applying for a TIN, write "Applied For" in the space reserved for the TIN, as shown on IRS Form W-9. Note: Writing "Applied For" on the IRS Form W-9 means that the U.S. holder has already applied for a TIN or that the U.S. holder intends to apply for one in the near future. Failure to provide a TIN to the Exchange Agent prior to or at the time a payment is made pursuant to the Exchange Offer, will result in backup withholding until a TIN is provided.

An exchanging holder that is a non-resident alien or a foreign entity (a "**Non-U.S. holder**") must submit the appropriate completed IRS Form W-8 to avoid backup withholding. The appropriate form may be obtained via the IRS website at *www.irs.gov*.

8. TRANSFER TAXES. The Issuer will pay all transfer taxes, if any, required to be paid by the Issuer in connection with the exchange of the Existing Notes for the Exchange Notes. If, however, Exchange Notes, or Existing Notes for principal amounts not tendered or accepted for exchange, are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the Existing Notes tendered, or if a transfer tax is imposed for any reason other than the exchange of the Existing Notes in connection with the exchange offer, then the amount of any transfer tax (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of the transfer taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to the tendering holder.

9. MUTILATED, LOST, STOLEN OR DESTROYED EXISTING NOTES. If any certificate representing Existing Notes has been mutilated, lost, stolen or destroyed, the holder should promptly contact the Exchange Agent at the address indicated above. The holder will then be instructed as to the steps that must be taken in order to replace the certificate. This letter of transmittal and related documents cannot be processed until the procedures for replacing mutilated, lost, stolen or destroyed certificates have been followed.

10. IRREGULARITIES. All questions as to the validity, form, eligibility, time of receipt, acceptance and withdrawal of any tenders of notes pursuant to the procedures described in the prospectus and the form and validity of all documents will be determined by the Issuer, in its sole discretion, which determination shall be final and binding on all parties. The Issuer reserves the absolute right, in its sole and absolute discretion, to reject any or all tenders of any notes determined by them not to be in proper form or the acceptance of which may, in the opinion of the Issuer's counsel, be unlawful. The Issuer also reserves the absolute right, in its sole discretion subject to applicable law, to waive or amend any of the conditions of the exchange offer or to waive any defect or irregularity in the tender of any particular notes, whether or not similar defects or irregularities are waived in the case of other tenders. The Issuer's interpretations of the terms and conditions of the exchange offer (including, without limitation, the instructions in this letter of transmittal) shall be final and binding. No alternative, conditional or contingent tenders will be accepted. Unless waived, any irregularities in connection with tenders must be cured within such time as the Issuer shall determine. Each tendering holder, by execution of a letter of transmittal (or a manually signed facsimile thereof), waives any right to receive any notice of the acceptance of such tender. Tenders of such notes shall not be deemed to have been made until such irregularities have been

cured or waived. Any notes received by the Exchange Agent that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holders, unless such holders have otherwise provided herein, promptly following the expiration date. None of the Issuer, any of its affiliates, the Exchange Agent or any other person will be under any duty to give notification of any defects or irregularities in such tenders or will incur any liability to holders for failure to give such notification.

11. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions relating to the procedure for tendering, as well as requests for assistance or additional copies of the prospectus and this letter of transmittal may be directed to the Exchange Agent at the address and telephone number set forth above. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the exchange offer.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE THEREOF (TOGETHER WITH CERTIFICATES FOR EXISTING NOTES OR A BOOK ENTRY-CONFIRMATION AND ALL OTHER REQUIRED DOCUMENTS) MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO MIDNIGHT, NEW YORK CITY TIME ON THE EXPIRATION DATE.

Form **W-9**

(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

u **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer Identification number

			–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later*.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN checks the box for . . .
Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

● Generally, individuals (including sole proprietors) are not exempt from backup withholding.

● Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

● Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

● Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

	For this type of account:	For this type of account:
1.	Individual	The individual
2.	Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on
3.	Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4.	Custodialaccount of a minor (Uniform Gift to Minors Act)	The minor[2]
5.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6.	Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7.	Grantortrust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
	For this type of account:	**Give name and EIN of:**
8.	Disregarded entity not owned by an individual	The owner
9.	A valid trust, estate, or pension trust	Legal entity[4]
10.	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12.	Partnership or multi-member LLC	The partnership
13.	A broker or registered nominee	The broker or nominee
14.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15.	Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.