

02-10-1999



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U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

US PATENT  
TRADEMARK OFFICE

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TRADEMARK FEE PROCESS  
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2-3-99

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies):

## Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

## Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date  
Month Day Year

## Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

## Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1851 FRAME: 0935

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

75/386651	75/295646	75/080158
75/386636	75/219829	75/386109
75/178057		

**Registration Number(s)**

2174092	2107878	1943187
2110159	2184430	2038045
2136358	1878054	2026250

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No

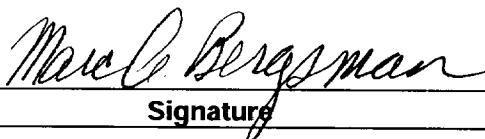


**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Marc A. Bergsman

Name of Person Signing



Signature

02/02/99

Date Signed

## HARVEYS SCHEDULE OF TRADEMARKS

TRADEMARK	STATUS	REG. NO./APP. NO.	REG. EXPIRATION DATE	OWNER	COUNTRY - JURISDICTION
HOMETOWN CASINO	Pending	75/386,651	11/7/97	Harveys Casino Resorts	U.S. Fed.
HARVEYS HOMETOWN CASINO	Pending	75/386,636	11/7/97	Harveys Casino Resorts	U.S. Fed.
GRAND TAHOE	Pending	75/386,109	11/6/97	Harveys Casino Resorts	U.S. Fed.
HARVEYS CASINO HOTEL YOU CAN HAVE IT ALL	Appl. Suspended	75/295,646	5/21/97	Harveys Casino Resorts	U.S. Fed.
TAHOE PLAYERS CLUB	Registered	2,174,092	7/14/98	Harveys Casino Resorts	U.S. Fed.
TUBE	Pending	75/219,829	12/30/96	Harveys Casino Resorts	U.S. Fed.
TAHOE PAI GOW POKER	Registered- Currently the subject of patent infringement actions brought by Progressive Games, Inc.	2,110,159	10/28/97	Harveys Casino Resorts	U.S. Fed.
BONUS PAI GOW POKER	Pending	75/178,057	10/7/96	Harveys Casino Resorts	U.S. Fed.
LOOSEST SLOTS AT THE LAKE	Abandoned	75/122,865	6/20/96	Harveys Casino Resorts	U.S. Fed.
TAHOE 21	Abandoned	75/122,850	6/20/96	Harveys Casino Resorts	U.S. Fed.
THE ULTIMATE BUFFET	Registered	2,136,358	2/10/98	Harveys Casino Resorts	U.S. Fed.

SCHEDULE A

PAGE 1 OF 5

TRADEMARK  
REEL: 1851 FRAME: 0937

TOP OF THE WHEEL	Registered	2,107,878	10/21/97	Harveys Casino Resorts	U.S. Fed.
PLATINUM PLAYERS CLUB	Opposition Pending with U.S. Trademark Trial & Appeal Board Opposition #109,606	75,080,158	3/28/96	Harveys Casino Resorts	U.S. Fed.
THE PREFERRED PLACE TO PLAY	Abandoned	75,027,807	12/5/95	Harveys Casino Resorts	U.S. Fed.
KA-CHING	Registered	2,184,430	8/25/98	Harveys Casino Resorts	U.S. Fed.
KANESVILLE QUEEN	Abandoned	74,660,030	4/12/95	Harveys Casino Resorts	U.S. Fed.
WHERE MOTHER NATURE MEETS LADY LUCK	Abandoned	74,609,939	12/12/94	Harveys Casino Resorts (Security Interest with First Interstate Bank of Nevada, N.A.)	U.S. Fed.
THE PARTY'S AT HARVEYS	Registered	1,878,054	2/7/95	Harveys Casino Resorts (Security Interest with First Interstate Bank of Nevada, N.A.)	U.S. Fed.
WAGON WHEEL	Registered	1,943,187	12/19/95	Harveys Casino Resorts (Security Interest with First Interstate Bank of Nevada, N.A.)	U.S. Fed.
HARVEYS and design	Registered	2,038,045	2/18/97	Harveys Casino Resorts (Security Interest with First Interstate Bank of Nevada, N.A.)	U.S. Fed.
HARVEYS	Registered	2,026,250	12/31/96	Harveys Casino Resorts (Security Interest with First Interstate Bank of Nevada, N.A.)	U.S. Fed.

HARVEYS RESORT HOTEL/CASINO LAKE TAHOE	Abandoned	73,823,497	9/5/89	Harvey's Wagon Wheel, Inc. D/B/A Harveys Resort Hotel/Casino	U.S. Fed.
BUCK OFF and design	Registered	12,515	2/1/95	Harveys Wagon Wheel Casino	Colorado
KISS ASS SLOTS	Registered	12,514	2/1/95	Harveys Wagon Wheel Casino	Colorado
COLORADO THUNDER	Registered	12,513	2/1/95	Harveys Wagon Wheel Casino	Colorado
HARVEYS WAGON WHEEL HOTEL/CASINO LLC	Registered	69,845	6/20/94	Harveys Wagon Wheel Casino, LLC	Colorado
HARVEYS WAGON WHEEL HOTEL/CASINO LLC	Registered	69,844	6/20/94	Harveys Wagon Wheel Casino, LLC	Colorado
HARVEYS and design	Registered	62,540	6/2/94	Harveys Casino Resorts	Colorado
HARVEYS and design	Registered	62,539	6/2/94	Harveys Casino Resorts	Colorado
HARVEYS KANESVILLE QUEEN and design	Registered	W66,564	1/27/95	Harveys Management Company, Inc.	Iowa
HARVEYS TRANSFER AT STEAMBOAT LANDING and design	Registered	W66,565	1/27/95	Harveys Iowa Management Company, Inc.	Iowa
THE PARTY'S AT HARVEYS	Registered	941,013,305	2/2/94	Harveys Casino Resorts	Colorado
THE PARTY'S AT HARVEYS	Registered	941,013,304	2/2/94	Harveys Casino Resorts	Colorado

PROJECT CARE and design	Registered	Not available	1/6/94	Harveys Casino Resorts	Nevada
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HARVEYS SCHEDULE OF COPYRIGHTS

COPYRIGHT TITLE	REG. NO.	REG. DATE	RECORD OWNER
CASINO-PC SOURCE & FILE LISTING	TXu491741	11/9/90	Harvey's Casino Resorts (Security Interest with First Interstate Bank of Nevada, N.A.)
CASINO GAMES PENCIL PROGRAM TEXT/PROGRAMMER	TXu463024	11/5/90	Harvey's Casino Resorts (Security Interest with First Interstate Bank of Nevada, N.A.)

John Harvey's Casino Resorts

**AMENDED AND RESTATED**  
**TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is made and entered into as of January 27, 1999 by and among HARVEYS CASINO RESORTS, a Nevada corporation, HARVEYS C.C. MANAGEMENT COMPANY, INC., a Nevada corporation, HARVEYS IOWA MANAGEMENT COMPANY, INC., a Nevada corporation, HARVEYS TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation, and HCR SERVICES COMPANY, INC., a Nevada corporation, all of which are hereinafter collectively referred to as "Debtors", and WELLS FARGO BANK, National Association, as Agent Bank on behalf of the Lenders, the Swingline Lender and the L/C Issuer, all of which are described hereinbelow, hereinafter referred to, in such capacity, as "Agent Bank".

W\_I\_T\_N\_E\_S\_S\_E\_T\_H:

WHEREAS:

A. Harveys Casino Resorts, a Nevada corporation ("HCR"), Harveys C.C. Management Company, Inc., a Nevada corporation and Harveys Iowa Management Company, Inc., a Nevada corporation (collectively, the "Original Borrowers") entered into that certain Reducing Revolving Credit Agreement (the "Original Credit Agreement") under date of August 14, 1995, with the "Lenders" referred to therein (the "Original Lenders"), the "Swingline Lender" referred to therein (the "Original Swingline Lender"), the "L/C Issuer" referred to therein (the "Original L/C Issuer") and First Interstate Bank of Nevada, N.A. as agent for the Original Lenders, the Original Swingline Lender and the Original L/C Issuer (in such capacity, the "Original Agent" and, together with the Original Lenders, the Original Swingline Lender and the Original L/C Issuer, the "Original Banks"); all pursuant to which, among other things: (i) the Original Lenders provided a reducing revolving credit facility for the benefit of Original Borrowers with an initial maximum principal amount of One Hundred Fifty Million Dollars (\$150,000,000.00) available for borrowing at any one time thereunder (the "Existing Credit Facility"); (ii) the Original Swingline Lender provided a swingline credit facility for the benefit of Original Borrowers with a maximum principal amount of Five Million Dollars (\$5,000,000.00) available for borrowing at any one time thereunder (the "Existing Swingline Facility"); and (iii) the Original L/C Issuer provided a facility for issuance

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of standby and commercial letters of credit for the account of Original Borrowers (the "Existing L/C Facility").

B. Pursuant to the Original Credit Agreement, Original Borrowers executed and delivered the following: (i) a Reducing Revolving Promissory Note, payable to the order of the Original Agent in a principal amount not to exceed One Hundred Fifty Million Dollars (\$150,000,000.00), on a reducing revolving line of credit basis (the "Existing RLC Note") as evidence of, among other things, Original Borrowers' obligation to repay amounts advanced under the Existing Credit Facility, together with accrued interest thereon; and (ii) a Swingline Note, payable to the order of the Original Swingline Lender in a principal amount not to exceed Five Million Dollars (\$5,000,000.00) on a revolving line of credit basis (the "Existing Swingline Note") as evidence of, among other things, Original Borrowers' obligation to repay amounts advanced under the Existing Swingline Facility, together with accrued interest thereon.

C. As security for, among other things, Original Borrowers' payment and performance under the Original Credit Agreement, the Existing RLC Note and the Existing Swingline Note, Original Borrowers executed and delivered a Trademark Security Agreement, under date of August 14, 1995, for the benefit of Original Agent as secured party (the "Existing Trademark Security Agreement"), which Existing Trademark Security Agreement was recorded with: (i) the U.S. Patent and Trademark Office on August 18, 1995 on Reel 1383 at Frame 0326; and (ii) the U.S. Copyright Office on August 18, 1995 in Volume 3141 at Pages 42 through 62.

D. The Original Credit Agreement was amended by: (i) a First Amendment to Reducing Revolving Credit Agreement dated May 15, 1996 by and among Original Borrowers, Harveys Wagon Wheel Casino Limited Liability Company, a Colorado limited liability company ("HWLLC"), as an additional borrower, and the Original Banks (or, where applicable, their respective successors and assigns); (ii) a Second Amendment to Reducing Revolving Credit Agreement dated May 23, 1996 by and among Original Borrowers, HWLLC and the Original Banks (or, where applicable, their respective successors and assigns); (iii) a Third Amendment to Reducing Revolving Credit Agreement dated September 30, 1996 by and among Original Borrowers, HWLLC and the Original Banks (or, where applicable, their respective successors and assigns); and (iv) a Fourth Amendment to Reducing Revolving Credit Agreement dated July 25, 1997 by and among Original Borrowers, HWLLC, Harveys

Tahoe Management Company, Inc., a Nevada corporation ("HTMC"), as an additional borrower, and HCR Services Company, Inc., a Nevada corporation ("HCRSC"), as an additional borrower (collectively, the "Existing Borrowers"), and the Original Banks (or, where applicable, their respective successors and assigns); with the Original Credit Agreement, as so amended, being collectively referred to herein as the "Existing Credit Agreement".

E. Debtors (which include Original Borrowers, HTMC and HCRSC) entered into an Amended and Restated Credit Agreement dated as of December 9, 1998 (as it may be extended, renewed, amended, restated or otherwise modified, from time to time, the "Credit Agreement") with the Lenders therein named, the Swingline Lender therein named, the L/C Issuer therein named and Beneficiary, pursuant to which, among other things, the terms and conditions of the Existing Credit Agreement, the Existing Credit Facility, the Existing Swingline Facility and the Existing L/C Facility have all been amended and restated; which modifications include, without limitation, an increase in the initial maximum principal amount available for borrowing under the Existing Credit Facility, from One Hundred Fifty Million Dollars (\$150,000,000.00) to One Hundred Eighty-five Million Dollars (\$185,000,000.00) (the "Commitment Increase").

F. Also concurrently, or substantially concurrent, herewith Debtors have executed and delivered: (i) an Amended and Restated Revolving Credit Promissory Note (as it may be extended, renewed, amended, restated, substituted or otherwise modified, the "RLC Note"), payable to the order of Agent Bank, in a principal amount not to exceed One Hundred Eighty-five Million Dollars (\$185,000,000.00) outstanding at any one time, on a reducing revolving line of credit basis pursuant to which the Commitment Increase has been reflected and the terms and conditions of the Existing RLC Note have been amended and restated; and (ii) an Amended and Restated Swingline Note (as it may be extended, renewed, amended, restated, substituted or otherwise modified, the "Swingline Note"), payable to the order of Swingline Lender, in a principal amount not to exceed Five Million Dollars (\$5,000,000.00) outstanding at any one time, on a revolving line of credit basis pursuant to which the terms and conditions of the Existing Swingline Note have been amended and restated.

G. Debtors and Agent Bank wish to amend and restate the Existing Trademark Security Agreement for the purpose, among other things, of confirming its security for

Debtors' payment and performance of their obligations under the Credit Agreement, the RLC Note and the Swingline Note.

NOW, THEREFORE, for the purpose, among other things, of: (i) amending and restating the Existing Trademark Security Agreement; and (ii) confirming its continued security for Debtors' payment and performance of their obligations under the Credit Agreement, the RLC Note and the Swingline Note, and for other good and valuable consideration, the parties hereto do agree that the Existing Trademark Security Agreement shall be amended and restated to read, in its entirety, as follows:

**AMENDED AND RESTATED**  
**TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is made and entered into as of January 27, 1999 by and among HARVEYS CASINO RESORTS, a Nevada corporation, HARVEYS C.C. MANAGEMENT COMPANY, INC., a Nevada corporation, HARVEYS IOWA MANAGEMENT COMPANY, INC., a Nevada corporation, HARVEYS TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation, and HCR SERVICES COMPANY, INC., a Nevada corporation, all of which are hereinafter collectively referred to as "Debtors", and WELLS FARGO BANK, National Association, as Agent Bank on behalf of the Lenders, the Swingline Lender and the L/C Issuer, all of which are described hereinbelow, hereinafter referred to, in such capacity, as "Agent Bank".

W\_I\_T\_N\_E\_S\_S\_E\_T\_H:

WHEREAS:

A. Reference is made to that certain Amended and Restated Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed concurrently, or substantially concurrent, herewith by and among Debtors, the Lenders therein named (each, together with their respective successors and assigns, individually being referred to herein as a "Lender" and collectively as the "Lenders"), the Swingline Lender therein named (referred to herein, together with its successors and assigns, as the "Swingline Lender"), the L/C Issuer therein named (referred to herein, together with its successors and assigns, as the "L/C Issuer"), and Agent Bank. Agent Bank, the Lenders, the Swingline Lender and the L/C Issuer are collectively referred to herein as the "Banks". All capitalized words and terms which are used herein (and

which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

B. Debtors desire to grant a security interest to Agent Bank in all of their now owned, or hereafter acquired, right, title and interest in, and to, the Trademarks, the Copyrights and all other Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. Definitions. As used herein, the following terms shall have the respective meanings set forth below and unless the context otherwise requires, capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

"Abandoned and De Minimis Trademarks" shall mean those Trademarks owned or previously owned by any of the Debtors that have been abandoned and have not more than de minimis value.

"Agreement" shall mean this Trademark Security Agreement, including all amendments, supplements and extensions hereto and restatements hereof entered into at any time and from time to time and any exhibits or schedules to any of the foregoing.

"Copyrights" mean all copyrights, copyright registrations, and copyright applications, which, in each case, are now or hereafter filed with the Copyright Office of the Library of Congress or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, and all renewals thereof, which are owned by Debtors, or any of them, which Copyrights include, without limitation, all such items which are particularly described by Schedule A attached hereto and incorporated by reference herein.

"Intellectual Property Collateral" shall mean all of the property and interests in property described in

Section 2.01 hereof which shall, from time to time, secure any of the Secured Obligations.

"Loan Documents" shall mean, collectively, all of the documents, agreements and instruments which are executed and/or delivered by or on behalf of Debtors, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations.

"Secured Obligations" shall mean all of Debtors' indebtedness, obligations and liabilities arising under the Credit Agreement, the RLC Note, the Swingline Note and/or any other Loan Document and any other indebtedness, obligation or liability of Debtors, or any of them, which may be secured by any of said Loan Documents, all as such obligations or Loan Documents may be modified, amended, supplemented, restated, increased or extended from time to time.

"Trademarks" shall mean all right, title and interest of Debtors, or any of them, in the United States and throughout the world, in and to all of their respective now owned or hereafter acquired trademarks, service marks, trade names, trade dress, colors, designs, logos, indicia, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and all registrations and applications to register the same, and all renewals thereof, and the goodwill and business relating to such applications, which Trademarks include, without limitation, all such items which are particularly described by Schedule A attached hereto and incorporated by reference herein.

"Unknown Intellectual Property Collateral" shall mean Intellectual Property Collateral, the rights to which: (i) are based solely on common law; and (ii) are not known to any of the Debtors after exercise of reasonable diligence.

Section 2. Intellectual Property Collateral;  
General Terms.

2.01. Security Interest. To secure the prompt payment of the Secured Obligations, Debtors hereby grant to Agent Bank a continuing security interest in and to all of the following property and interests in property of Debtors, or any of them, whether now owned or existing, hereafter acquired or arising, or in which Debtors, or any of them, now or hereafter have any rights, including without limitation any such property used in or useful to the

businesses of Debtors, or any of them, or the operation of such businesses, and wheresoever located (collectively, the "Intellectual Property Collateral"):

(a) all right, title and interest of Debtors, or any of them, in and to the Trademarks;

(b) all right, title and interest of Debtors, or any of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under all Trademarks; (ii) rights accruing during the term of this Agreement to sue and collect damages and payments for past or future infringements of the Trademarks; and (iii) other proceeds or products of any of the Trademarks, of any nature whatsoever;

(c) all the goodwill in the businesses symbolized by the Trademarks;

(d) all right, title and interest of Debtors, or any of them, in and to the Copyrights; and

(e) all right, title and interest of Debtors, or any of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under all Copyrights; (ii) rights accruing during the term of this Agreement to sue and collect damages and payments for past or future infringement of the Copyrights; and (iii) other proceeds or products of any of the Copyrights, of any nature whatsoever.

2.02. Existing Trademarks and Copyrights. All Trademarks and Copyrights in which the Debtors have an interest, other than: (i) Abandoned and De Minimis Trademarks; and (ii) Unknown Intellectual Property Collateral; are listed on Schedule A attached hereto and made a part hereof. In addition to identifying each such Trademark or Copyright, such listing also indicates which Trademarks and Copyrights have been registered (or are subject to an application for registration), in a state or federal office, and includes sufficient information to adequately identify each such registration or application.

2.03. Initial Filing. This Agreement shall be filed for recordation in the United States Patent and Trademark Office, with respect to Trademarks and in the U.S. Copyright Office with respect to Copyrights. Upon request by Agent Bank, Debtors shall cause this Agreement to be filed

with the copyright or trademark registration office of the States of Nevada, Colorado, Iowa and/or any province, territory or country in which Agent Bank, in its reasonable discretion, determines that registration and/or recordation is necessary or appropriate to perfect Agent Bank's security interest in the Intellectual Property Collateral.

### Section 3. Representations and Warranties.

3.01. General Representations and Warranties.  
Debtors represent and warrant to Agent Bank that:

(a) Title to Intellectual Property Collateral. Debtors own all Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), free and clear of any assignments, liens, licenses or other security interests, encumbrances or title defects, infringements or other adverse claims, other than Permitted Encumbrances. None of the Debtors have signed, filed or recorded any assignment in favor of any Person (other than Agent Bank) with respect to any of the Intellectual Property Collateral, in the United States Patent and Trademark Office, in the U.S. Copyright Office or in the copyright or trademark office of any province, territory or country.

(b) Due Execution. Debtors have the right and power and are duly authorized and empowered to enter into, execute and deliver and perform this Agreement and the transactions contemplated hereby; this Agreement has been duly and validly executed by Debtors and constitutes a legal, valid and binding obligation of Debtors enforceable in accordance with its terms.

(c) Perfection. This Agreement creates a valid security interest in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) securing the repayment of the Secured Obligations and all filing and other actions necessary in order to perfect and protect such security interest have been duly taken or will be taken immediately following the date hereof.

3.02. Trademark and Copyright Representation and Warranty. All Intellectual Property Collateral consisting of applications for registrations of Trademarks and Copyrights have been duly and properly filed and all Intellectual Property Collateral consisting of registrations of Trademarks

and Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) have been duly and properly filed and issued (other than pending applications) and are valid and enforceable.

3.03. Warranty and Reaffirmation of Warranties and Representations; Survival of Warranties and Representations. Each request for a Borrowing made by Debtors, or any of them, pursuant to the Loan Documents shall constitute a reaffirmation, as of the date of said request, of the representations and warranties of Debtors contained in Section 3 hereof (except to the extent that Debtors may otherwise notify Agent Bank, in writing, concurrently with, or prior to, any such request). All representations and warranties of Debtors contained in this Agreement shall survive the execution, delivery and acceptance of this Agreement by the parties thereto.

#### Section 4. Covenants.

4.01. Affirmative Covenants. Unless Agent Bank otherwise agrees in writing, Debtors covenant that they shall:

(a) Delivery of Documents. Furnish to Agent Bank, from time to time upon its reasonable request, a complete status report of all Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) and deliver to Agent Bank copies of any such Intellectual Property Collateral and other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of such Intellectual Property Collateral, and such other data and information as Agent Bank from time to time may reasonably request bearing upon or related to such Intellectual Property Collateral.

(b) Defense of Title. Use all reasonable efforts to defend their title to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) against all claims of all Persons whomsoever which, if not defended, could reasonably be expected to result in a Material Adverse Change (as defined in the Credit Agreement) with respect to the business of any of Debtors, except with respect to liens and other rights created or permitted hereby.



(c) Execute Addenda. Promptly upon the filing of any application for registration of a Trademark or Copyright and upon the issuance of any registration of a Trademark or Copyright, they shall, unless Agent Bank agrees otherwise in writing:

(i) execute an addendum to this Agreement, which addendum shall identify such Trademark or Copyright application or registration in sufficient detail to provide for perfection of a security interest in Debtor's interest thereunder;

(ii) with respect to United States trademark or copyright applications or registrations, cause this Agreement and such addendum to be recorded in the United States Patent and Trademark Office or U.S. Copyright Office, as appropriate; and

(iii) upon request by Agent Bank, cause this Agreement and such addendum to be recorded with the trademark or copyright registration office of any state in the United States in which Agent Bank determines, in its sole discretion, that filing is necessary or advisable to perfect Agent Bank's security interest in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) subject to such addendum.

(d) Affix Notices. Whenever any Trademarks are used by or on behalf of any of them, use their best efforts to affix or cause to be affixed (to the extent reasonably necessary to protect their right, title and interest in any such Trademark), a notice that the mark is a trademark, a service mark or is registered, which notice shall be in a form accepted or required by the trademark marking laws of each province, territory or country in which the mark is so used.

(e) Notice of Abandonment. Notify Agent Bank at least two (2) months prior to any voluntary abandonment of any Trademarks, which are material to the operations of any of them, or have material value, and obtain the written permission of Agent Bank to such abandonment,

which permission shall not be unreasonably withheld or delayed. In the event that such permission to abandon is reasonably withheld by Agent Bank, Debtors shall, at their own expense, take all action reasonably necessary to continue and maintain each item of Intellectual Property Collateral in force.

4.02. Negative Covenants. Without Agent Bank's prior written consent, which may be withheld by Agent Bank in its sole discretion, none of Debtors shall (except to the extent permitted in the Credit Agreement) license, transfer, convey or encumber any interest in or to any of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or take any action, or permit any action to be taken, or fail to take any action which individually or in the aggregate would affect the validity or enforceability of any portion of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or of the security interest of Agent Bank therein or which would otherwise violate any provision of any Loan Document.

4.03. Notice of Proceedings. Debtors shall promptly notify Agent Bank, in writing, of any suit, action or proceeding brought against any of them relating to, concerned with, or affecting any of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), if such suit, action or proceeding: (i) constitutes a Material Adverse Change; or (ii) would be reasonably likely to result in a Material Adverse Change if determined adversely to Debtors. Debtors shall, upon request from Agent Bank, deliver to Agent Bank a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep Agent Bank fully advised in writing of the progress of any such suit, action or proceeding.

4.04. Infringement. In the event of: (i) any infringement of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) by other Persons; or (ii) any other conduct by other Persons to the detriment of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks); which constitutes a Material Adverse Change, or is reasonably likely to result in a Material Adverse Change,

Debtors shall promptly notify Agent Bank in writing of such infringement or other conduct and the full nature, extent, evidence and circumstances of such infringement or other conduct known to any of Debtors. Debtors shall take all reasonable steps to protect their interests and rights in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) which is the subject of such infringement or other conduct and shall provide Agent Bank written notice of all occurrences and developments with respect thereto. To the extent reasonably necessary, Debtors shall promptly bring and diligently and vigorously maintain an action to stop such infringement and other conduct (to the extent that, and so long as, such diligent and vigorous maintenance of an action is reasonable in light of the materiality of such infringement or other conduct and in light of the materiality of the item(s) of Intellectual Property Collateral which are subject to such infringement or other action). Debtors shall diligently and vigorously maintain such action until a decision is obtained from which no review or appeal can or has been taken or until such action is resolved otherwise in a manner reasonably satisfactory to Agent Bank.

4.05. Payment of Charges and Claims. If Debtors shall fail to pay, when due, any charges with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral) or shall fail to promptly obtain the discharge of such charges or of any lien, claim or encumbrance asserted against the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), Agent Bank may, without waiving or releasing any obligation or liability of Debtors hereunder or any Event of Default under any of the Loan Documents, in its sole discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Agent Bank deems advisable (provided that Agent Bank has first given Debtors notice of the proposed payment or action and Debtors have failed to make such payment or take such action within ten (10) Banking Business Days thereafter). All sums so paid by Agent Bank and any expenses incurred by Agent Bank on its behalf, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by Debtors to Agent Bank and shall be Secured Obligations secured by the Collateral under any of the Loan Documents, including, without limitation, the Intellectual Property Collateral, and shall

bear interest, accruing from the date of such demand, at the Default Rate which is set forth in the Credit Agreement.

Section 5. Agent Bank's Rights and Remedies.

5.01. Remedies. Upon the occurrence and continuation of an Event of Default, Agent Bank shall have and may exercise any one (1) or more of the rights and remedies provided to it under any of the Loan Documents or provided by any applicable law, including but not limited to, all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Nevada, and Debtors hereby agree to make the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) available to Agent Bank, to extent applicable, at a place to be designated by Agent Bank which is reasonably convenient to the parties, authorize Agent Bank to take possession of the Intellectual Property Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the Secured Obligations in the order specified in the Credit Agreement, or as otherwise agreed to by Agent Bank. In addition to the foregoing, if an Event of Default shall occur and be continuing, Agent Bank may, by written notice to Debtors, take any or all of the following actions: (i) declare the entire right, title and interest of Debtors in and to each of the Copyrights and the Trademarks, the goodwill in the business symbolized by the Trademarks, and all other Intellectual Property Collateral to be immediately vested in Agent Bank, in which case Debtors agree to execute an assignment, in form and substance reasonably satisfactory to Agent Bank, of all their rights, title and interest in and to the Copyrights and the Trademarks and the other Intellectual Property Collateral to Agent Bank; (ii) take and use or sell the Copyrights and Trademarks, the goodwill of any of Debtors' businesses symbolized by the Trademarks and the other Intellectual Property Collateral; and (iii) direct Debtors to refrain, in which event Debtors shall refrain, from using the Copyrights and Trademarks in any manner whatsoever, directly or indirectly, and, if requested by Agent Bank, change Debtors' corporate name(s) to eliminate therefrom any infringement of any Trademark and execute such other and further documents that Agent Bank may request to further confirm this and to transfer ownership of the Trademarks and registrations and any pending trademark application in the United States Patent and Trademark Office and/or the Copyrights and registrations and any pending applications for

5.02. Appointment of Agent Bank as Debtors' Lawful Attorney. Upon the occurrence and during the continuation of an Event of Default under any of the Loan Documents, Debtors irrevocably designate, make, constitute and appoint Agent Bank (and all persons designated by Agent Bank) as the true and lawful attorney (and agent-in-fact) of each of them, and Agent Bank, or Agent Bank's agent, may, without notice to any of them take any action as Agent Bank reasonably deems necessary under the circumstances to file, prosecute, defend, issue, maintain, enforce or otherwise take action in respect to the Intellectual Property Collateral as required or permitted hereby, or to carry out any other obligation or duty of any of Debtors under this Agreement, including, without limitation, the right to execute any assignment of the Intellectual Property Collateral in the event any of the Secured Obligations are accelerated in accordance with any of the Loan Documents, and the employment of counsel. Debtors shall pay all fees and expenses, including attorneys' fees and expenses, incurred by Agent Bank in connection with such action and such fees and expenses shall form part of the Secured Obligations.

Section 6. Remedies Cumulative; etc. The rights, remedies and benefits of Agent Bank herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which Agent Bank may have under this Agreement, the Credit Agreement or any other Loan Document or at law, in equity, by statute or otherwise. The obligations of Debtors hereunder shall be joint and several.

Section 7. Expenses. Debtors will pay Agent Bank all reasonably necessary expenses (including reasonable expenses for legal services of every kind) which are incurred by Agent Bank as a result of, or incidental to: (i) the preparation or filing of, or the performance or enforcement of any of the provisions of, this Agreement; (ii) any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement of any of the Intellectual Property Collateral or the care of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or defending or asserting the rights and claims of Agent Bank with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), by litigation or otherwise, including but not

limited to expenses of insurance and the fees and expenses of counsel for Agent Bank. All such expenses shall be payable to Agent Bank upon demand and shall, at any time when there is an uncured Event of Default existing, accrue interest, from the date of such demand, at the Default Rate as defined in the Credit Agreement. Debtors' obligation to repay such expenses and accrued interest thereon shall be Secured Obligations secured by the Intellectual Property Collateral and the Collateral under the Loan Documents.

Section 8. Indemnity. Debtors hereby agree to jointly and severally indemnify, protect, defend and save harmless Agent Bank and each of the Banks and their respective directors, trustees, officers, employees, agents, attorneys and stockholders (individually an "Indemnified Party" and collectively, the "Indemnified Parties") from and against, any and all losses, damages, expenses or liabilities of any kind or nature from any suits, claims, demands or other proceedings, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from, or in any way connected with: (i) the preparation or administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights, or the defense thereof, of Agent Bank hereunder or under any of the Loan Documents, or (iv) the failure of Debtors to perform or observe any of the provisions hereof. It is provided, however, that Debtors shall not be obligated to indemnify, protect, defend or save harmless an Indemnified Party if, and to the extent, the loss, damage, expense or liability was caused by (a) the gross negligence or intentional misconduct of such Indemnified Party, or (b) the breach of this Agreement or any other Loan Document by such Indemnified Party or the breach of any laws, rules or regulations by an Indemnified Party (other than those breaches of laws arising from any Debtor's default). In case any action shall be brought against any Indemnified Party based upon any of the above and in respect to which indemnity may be sought against Debtors, Agent Bank shall promptly notify Debtors in writing, and Debtors shall assume the defense thereof, including the employment of counsel selected by Debtors and reasonably satisfactory to Agent Bank, the payment of all costs and expenses and the right to negotiate and consent to settlement. Upon reasonable determination made by an Indemnified Party that such counsel would have a conflict representing such Indemnified Party and Debtors, the

applicable Indemnified Party shall have the right to employ, at the expense of Debtors, one separate counsel in any such action and to participate in the defense thereof. Debtors shall not be liable for any settlement of any such action effected without their consent, but if settled with Debtors' consent, or if there be a final judgment for the claimant in any such action, Debtors agree to indemnify, defend and save harmless such Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. In the event that any Person is adjudged by a court of competent jurisdiction not to have been entitled to indemnification under this Section 8, it shall repay all amounts with respect to which it has been so adjudged, together with interest thereon at the Base Rate plus the Applicable Margin. If and to the extent that the indemnification provisions contained in this Section 8 are unenforceable for any reason, Debtors hereby agree to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law. The provisions of this Section 8 shall survive the termination of this Agreement, the repayment of the Bank Facilities and the assignment or subparticipation of all or any portion of the Syndication Interest held by any Lender pursuant to Section 10.10 of the Credit Agreement.

Section 9. No Delay; Waiver, etc. No delay on the part of Agent Bank in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. To the fullest extent permitted by law and except as otherwise provided for in this Agreement, Debtors waive: (a) all rights to notice of a hearing prior to Agent Bank's taking possession or control of, or to Agent Bank's reply, attachment or levy upon, the Intellectual Property Collateral or any bond or security which might be required by any court prior to allowing Agent Bank to exercise any of Agent Bank's remedies; and (b) the benefit of all valuation, appraisal and exemption laws. Debtors acknowledge that they have been advised by counsel with respect to this Agreement, the waivers contained herein and the transactions evidenced by this Agreement.

Section 10. Further Assurances. Debtors agree to do such further acts and things and to pay the costs and expenses in connection with such acts (including, without limitation, the recording of the security interest with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De

Minimis Trademarks) with any trademark office in any state, province, territory or country), and to execute and deliver or cause to be executed and delivered such supplemental documentation, additional conveyances, assignments, and similar instruments, as Agent Bank may at any time reasonably request in connection with the administration and enforcement of this Agreement or with respect to the Intellectual Property Collateral or any part thereof or in order better to assure and confirm unto Agent Bank its rights and remedies hereunder or further to effectuate the purposes of this Agreement and to pay the costs and expenses in connection with such acts. Debtors agree that, where permitted under applicable law, a carbon, photographic or other reproduction, of this Agreement is sufficient as a recordable assignment.

Section 11. Modification. No amendment hereof shall be effective unless contained in a written instrument signed by the parties hereto.

Section 12. Notices. All notices and other communications provided to any party hereto under this Agreement shall be in writing or by facsimile and addressed, delivered or transmitted to such party at its address or facsimile number set forth below or at such other address or facsimile number as may be designated by such party in a notice to the other parties. Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given when received; any notice, if transmitted by facsimile, shall be deemed given when transmitted. If any facsimile is transmitted at a time which is not during regular business hours at the location to which such facsimile is transmitted, it shall be deemed transmitted on the next Banking Business Day.

If to Debtors:

Harveys Casino Resorts  
Highway 50  
P.O. Box 128  
Stateline, NV 89449  
Facsimile No. (775) 588-0601

Harveys C.C. Management Company,  
Inc.  
Highway 50  
P.O. Box 128  
Stateline, NV 89449  
Facsimile No. (775) 588-0601



Harveys Iowa Management Company,  
Inc.  
Highway 50  
P.O. Box 128  
Stateline, NV 89449  
Facsimile No. (775) 588-0601

Harveys Tahoe Management  
Company, Inc.  
Highway 50  
P.O. Box 128  
Stateline, NV 89449  
Facsimile No. (775) 588-0601

HCR Services Company, Inc.  
Highway 50  
P.O. Box 128  
Stateline, NV 89449  
Facsimile No. (775) 588-0601

With a copy to: Scarpello & Alling, Ltd.  
276 Kingsbury Grade, Suite 2000  
Stateline, NV 89449  
Attn: Ronald D. Alling, Esq.  
Facsimile No. (775) 588-4970

If to Secured  
Party: Wells Fargo Bank, N.A.,  
Agent Bank  
Commercial Banking Division  
P.O. Box 300  
Reno, NV 89504  
Attn: Ms. Sue Fuller, V.P.  
Facsimile No. (775) 334-5637

With a copy to: Wells Fargo Bank, N.A.  
Commercial Loan Service Center  
Agency Dept. 2840  
201 Third Street, 8th Floor  
San Francisco, CA 94103  
Attn: Kathryn Rich, Syndication  
Specialist  
Facsimile No. (415) 512-9408

Section 13. Termination. This Agreement shall terminate upon the occurrence of Bank Facility Termination and the due release and termination of the Security Documentation which is executed and delivered concurrently, or substantially

concurrent, herewith. Upon any such termination Agent Bank will, at Debtors' expense, execute and deliver to Debtors such documents as Debtors shall reasonably request to evidence such termination and release the security interest in the Intellectual Property Collateral granted hereunder; provided, however, that this Agreement shall continue to be effective, or shall be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is reduced, rescinded or must otherwise be restored or returned by Agent Bank upon the bankruptcy, insolvency, dissolution, liquidation or reorganization of Debtors, or any of them, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any of Debtors or any of their respective property or otherwise.

Section 14. Governing Law. This Agreement has been delivered and shall be deemed to have been made in Nevada and, shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Nevada (exclusive of choice and conflict of laws provisions thereof to the extent allowed by law) except with respect to those matters regarding the Intellectual Property Collateral to which the law of the United States or the law of a foreign sovereign jurisdiction applies.

Section 15. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party and all grants, covenants, promises and agreements by or on behalf of any of Debtors shall bind the successors and assigns of such Debtors and inure to the benefit of the successors, assigns and transferees of Agent Bank, provided that none of Debtors shall assign all or any portion of their respective rights, duties or obligations hereunder without the prior written consent of Agent Bank. The obligations of Debtors hereunder shall be joint and several.

Section 16. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. If any part of this Agreement is contrary to, prohibited by or deemed invalid under the applicable laws and regulations of one (1) jurisdiction, such provisions shall not

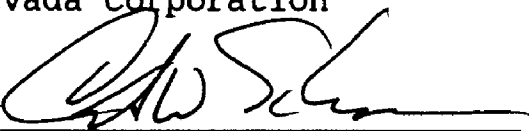
thereby be rendered invalid in any other jurisdiction. Should any part or provision of this Agreement be deemed by a court or other Governmental Authority of competent jurisdiction to be an assignment of any trademark, trade name or registration thereof so as to result in Debtors' abandonment thereof, such part or provision (but no other) shall be construed as providing for a security interest and not an assignment, all in order to preclude such abandonment and, if such construction shall not be accepted by such court or other Governmental Authority such part or provision (but no other) shall be deemed null and void as to such trademark, trade name or registration thereof in the jurisdiction where abandonment might otherwise result.


Section 17. Headings. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.


**DEBTORS:**


HARVEYS CASINO RESORTS, a  
Nevada corporation

By   
Charles W. Scharer,  
President and CEO


By   
John McLaughlin,  
Sr. Vice President,  
Treasurer and CFO


HARVEYS C.C. MANAGEMENT  
COMPANY, INC., a Nevada  
corporation

By   
Charles W. Scharer,  
President

By   
John McLaughlin,  
Secretary/Treasurer

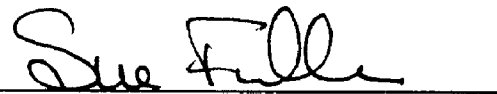
HARVEYS IOWA MANAGEMENT  
COMPANY, INC., a Nevada  
corporation

By   
Charles W. Scharer,  
President

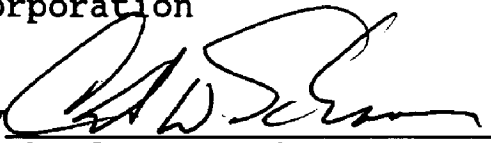
By   
John McLaughlin,  
Secretary/Treasurer

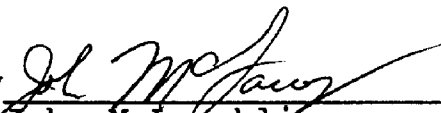
**AGENT BANK:**

WELLS FARGO BANK, National  
Association, Agent Bank

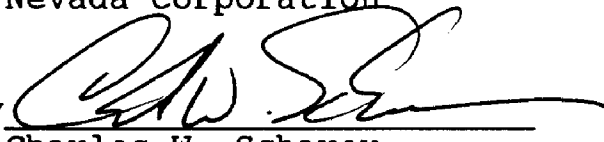
By   
Sue Fuller,  
Vice President

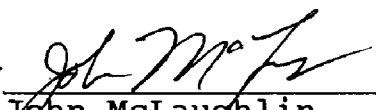
HARVEYS TAHOE MANAGEMENT  
COMPANY, INC., a Nevada  
corporation

By   
Charles W. Scharer,  
President

By   
John McLaughlin,  
Secretary/Treasurer

HCR SERVICES COMPANY, INC.,  
a Nevada corporation

By   
Charles W. Scharer,  
President and CFO

By   
John McLaughlin,  
Secretary/Treasurer

STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by CHARLES W. SCHARER as President and CEO of HARVEYS CASINO RESORTS.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by JOHN McLAUGHLIN as Sr. Vice President, Treasurer and CFO of HARVEYS CASINO RESORTS.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by CHARLES W. SCHARER as President of HARVEYS C.C. MANAGEMENT COMPANY, INC.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by JOHN McLAUGHLIN as Secretary/Treasurer of HARVEYS C.C. MANAGEMENT COMPANY, INC.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by CHARLES W. SCHARER as President of HARVEYS IOWA MANAGEMENT COMPANY, INC.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by JOHN McLAUGHLIN as Secretary/Treasurer of HARVEYS IOWA MANAGEMENT COMPANY, INC.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by CHARLES W. SCHARER as President of HARVEYS TAHOE MANAGEMENT COMPANY, INC.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by JOHN McLAUGHLIN as Secretary/Treasurer of HARVEYS TAHOE MANAGEMENT COMPANY, INC.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by CHARLES W. SCHARER as President and CFO of HCR SERVICES COMPANY, INC.

Melissa M Fry  
Notary Public





STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by JOHN McLAUGHLIN as Secretary/Treasurer of HCR SERVICES COMPANY, INC.

Melissa M Fry  
Notary Public



STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE)

This instrument was acknowledged before me on January 27, 1999, by SUE FULLER as Vice President of WELLS FARGO BANK, National Association.

Melissa M Fry  
Notary Public

