

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CityCenter Land, LLC		04/18/2017	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	901 Main Street		
<b>Internal Address:</b>	Mail Code: TX1-492-14-11		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202-3735		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 56</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86695685	5PM	
<b>Registration Number:</b>	3994259	ARIA	
<b>Registration Number:</b>	4309075	ARIA	
<b>Registration Number:</b>	3911470	ARIA	
<b>Registration Number:</b>	4053357	ARIA	
<b>Registration Number:</b>	4222544	ARIA	
<b>Registration Number:</b>	3864908	ARIA	
<b>Registration Number:</b>	3845671	ARIA	
<b>Registration Number:</b>	3920125	ARIA	
<b>Registration Number:</b>	3914691	ARIA	
<b>Registration Number:</b>	3822414	ARIA	
<b>Registration Number:</b>	4053358	ARIA	
<b>Registration Number:</b>	3807606	ARIA	
<b>Registration Number:</b>	3822415	ARIA	
<b>Registration Number:</b>	3807607	ARIA	
<b>Registration Number:</b>	3911469	ARIA	
<b>Serial Number:</b>	86928474	ARIA	
<b>Registration Number:</b>	3815132	ARIA	
<b>TRADEMARK</b>			

OP \$1415.00 86695685

Property Type	Number	Word Mark
Registration Number:	3815133	ARIA
Serial Number:	86243405	BARDOT
Registration Number:	3838394	BLOSSOM
Registration Number:	3912141	CENTERPIECE
Registration Number:	3891500	CITYCENTER
Registration Number:	3935755	CITYCENTER
Registration Number:	3833102	CITYCENTER
Registration Number:	3788804	CITYCENTER
Registration Number:	3968984	CITYCENTER
Registration Number:	3895576	CITYCENTER
Registration Number:	3888143	CITYCENTER
Registration Number:	3655982	CITYCENTER
Registration Number:	3909376	CITYCENTER
Registration Number:	3909377	CITYCENTER
Registration Number:	3606592	CITYCENTER LAS VEGAS
Registration Number:	3763697	CRYSTALS
Registration Number:	3763698	CRYSTALS
Registration Number:	4495111	CURATED LIVING
Registration Number:	4684916	CURATED LIVING
Serial Number:	86724528	DO VEGAS DIFFERENTLY
Registration Number:	4901396	DO VEGAS DIFFERENTLY
Registration Number:	4901397	DO VEGAS DIFFERENTLY
Registration Number:	4923580	HORS D'AGE
Registration Number:	4495112	M LIFE CURATED LIVING
Registration Number:	4684915	M LIFE CURATED LIVING
Registration Number:	3883399	PAPILLON
Registration Number:	3877667	PAPILLON
Registration Number:	3883400	RADIANCE
Registration Number:	3758594	THE SPA AT ARIA
Registration Number:	3773657	VDARA
Registration Number:	3769458	VDARA
Registration Number:	3776402	VDARA
Registration Number:	3773658	VDARA
Registration Number:	3843249	VDARA
Registration Number:	3769459	VDARA
Registration Number:	3750156	VDARA
Registration Number:	3494160	VEER
Registration Number:	3968983	CITYCENTER

**CORRESPONDENCE DATA****Fax Number:** 8009144240*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 614-280-3566**Email:** james.murray@wolterskluwer.com**Correspondent Name:** James Murray**Address Line 1:** 4400 Easton Commons Way, Suite 125**Address Line 2:** CT Corporation**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	04/18/2017

**Total Attachments: 29**

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**SECURITY AGREEMENT**

This **SECURITY AGREEMENT** (this “**Agreement**”) is dated as of April 18, 2017 and entered into by and among CITYCENTER HOLDINGS, LLC, a Delaware limited liability company (the “**Borrower**”), each of the Persons listed on Annex A hereto (the “**Subsidiary Guarantors**”) and each **ADDITIONAL GRANTOR** that may become a party hereto after the date hereof in accordance with Section 15 hereof (each of the Borrower and the Subsidiary Guarantors and each Additional Grantor, a “**Grantor**” and, collectively, the “**Grantors**”) and Bank of America, N.A., as Administrative Agent under the Credit Agreement (as defined below) (in such capacity, together with its successors and assigns, “**Administrative Agent**”) and as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, “**Collateral Agent**”).

**PRELIMINARY STATEMENTS**

A. Pursuant to the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Credit Agreement), by and among the Borrower, the Lenders from time to time party thereto and Administrative Agent, Lenders desire to make certain loans and commitments to the Borrower and the L/C Issuers may issue certain Letters of Credit, subject to the terms and conditions set forth in the Credit Agreement.

B. The Loan Parties may from time to time enter, or may from time to time have entered, into one or more Secured Hedge Agreements with one or more Hedge Banks and one or more Secured Cash Management Agreements with one or more Cash Management Banks, in each case in accordance with or as permitted by the terms of the Credit Agreement, and it is desired that the Obligations of the Loan Parties under the Loan Documents, the Secured Hedge Agreements and the Secured Cash Management Agreements, together with all Obligations of the Borrowers under the Credit Agreement and the other Loan Documents, be secured hereunder.

C. Each of the Subsidiary Guarantors executed and delivered a Guaranty, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty**”), in favor of Administrative Agent for the benefit of the Secured Parties, pursuant to which each such Grantor has guaranteed the prompt payment when due of all Obligations of the Borrowers under the Credit Agreement and the other Loan Documents and all Obligations of the Loan Parties under the Loan Documents, the Secured Hedge Agreements and the Secured Cash Management Agreements.

D. It is a condition precedent to the initial extensions of credit by Lenders under the Credit Agreement that Grantors listed on the signature pages hereof shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

E. **NOW, THEREFORE**, in consideration of the agreements set forth herein and in the Credit Agreement and in order to induce Lenders to make Loans and the L/C Issuers to issue Letters of Credit under the Credit Agreement, to induce the Hedge Banks to enter into

the Secured Hedge Agreements and to induce the Cash Management Banks to enter into the Secured Cash Management Agreements, each Grantor hereby agrees with Collateral Agent as follows:

**SECTION 1. Grant of Security.**

In order to secure the prompt payment in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of the Secured Obligations (as defined below), Grantor hereby assigns to Collateral Agent for the benefit of the Secured Parties, and hereby grants to Collateral Agent for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in and to all of the property of such Grantor, in each case whether now or hereafter existing, whether tangible or intangible, whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the Uniform Commercial Code as it exists on the date of this Agreement, or as it may hereafter be amended, in the State of New York (the "UCC"), including the following (the "Collateral"):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Money and all Deposit Accounts, together with all amounts on deposit from time to time in such Deposit Accounts;
- (d) all Documents;
- (e) all General Intangibles, including all Intellectual Property Collateral, other licenses and permits and Payment Intangibles;
- (f) all Goods, including Inventory, Equipment and Fixtures;
- (g) all Instruments;
- (h) all Investment Property;
- (i) all Letter-of-Credit Rights and other Supporting Obligations;
- (j) all Records;
- (k) all Commercial Tort Claims;
- (l) all Leases and Rents (as defined in the Mortgages);
- (m) All present and future rights, title and interests in, appurtenant to, or associated with, the Automated People Mover; and
- (n) all Proceeds and Accessions with respect to any of the foregoing Collateral.

Each category of Collateral set forth above shall have the meaning set forth in the UCC (to the extent such term is defined in the UCC), it being the intention of Grantors that the description of the Collateral set forth above be construed to include the broadest possible range of assets.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any Excluded Assets; provided, however, “Excluded Assets” shall not include any Proceeds, products, substitutions or replacements of Excluded Assets (unless such Proceeds, products, substitutions or replacements would otherwise constitute Excluded Assets); provided, further, that if and when any such property shall cease to be Excluded Assets, a Lien on and security interest in such property shall be deemed granted therein and such property shall constitute Collateral for purposes hereof. It being understood that the Collateral under this Agreement does not include “Pledged Equity” as defined in the Pledge Agreement, which is governed by the Pledge Agreement.

Notwithstanding anything herein to the contrary, in no event shall this Agreement require the creation, perfection or maintenance of pledges of or security interests in, or the obtaining of title insurance, surveys, abstracts or appraisals with respect to, Excluded Assets, or the taking of any actions to perfect security interests in Excluded Assets apart from the filing of financing statements under the UCC. Furthermore, Collateral Agent may grant extensions of time for the perfection of security interests in or the obtaining of title insurance and surveys with respect to particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrowers, that perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement, the Credit Agreement or any other Collateral Document.

## **SECTION 2. Security for Obligations.**

This Agreement secures, and the Collateral is collateral security for, the prompt payment in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Secured Obligations of each Grantor. “**Secured Obligations**” means all Obligations (as such term is defined in the Credit Agreement), whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Collateral Agent or any other Secured Party as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Grantors now or hereafter existing under this Agreement (including, in the case of all of the foregoing Obligations, without limitation, interest and other amounts that, but for the filing of a petition in bankruptcy with respect to the Borrower or any other Loan Party, would accrue on such obligations, whether or not a claim is allowed against such Loan Party for such amounts in the related bankruptcy proceeding). This Agreement shall be subject to Section 11.20 of the Credit Agreement.

### **SECTION 3. Grantors Remain Liable.**

Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Collateral Agent shall not have any obligation or liability under any contracts, licenses, and agreements included in the Collateral by reason of this Agreement, nor shall Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

### **SECTION 4. Representations and Warranties.**

Each Grantor represents and warrants as follows:

(a) **Ownership of Collateral.** Except as expressly permitted by the Credit Agreement, such Grantor owns its interests in the Collateral free and clear of any Lien other than the Permitted Encumbrances and other Liens permitted by Section 8.03 of the Credit Agreement and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office, including any intellectual property filing office, other than the Permitted Encumbrances and other Liens permitted by Section 8.03 of the Credit Agreement.

(b) **Perfection.** The security interests in the Collateral granted to Collateral Agent for the benefit of the Secured Parties hereunder constitute valid security interests in the Collateral, securing the payment of the Secured Obligations. Upon the filing of UCC financing statements naming each Grantor as “debtor”, naming Collateral Agent as “secured party” and describing the Collateral in the filing offices with respect to such Grantor set forth on Schedule 1 annexed hereto, the security interests in the Collateral granted to Collateral Agent for the benefit of the Secured Parties will constitute perfected security interests therein prior to all other Liens (except for the Liens permitted under Section 8.03 of the Credit Agreement or Permitted Encumbrances, in each case having priority over Collateral Agent’s Lien by operation of Law), to the extent perfection may be achieved by filing of a financing statement.

(c) **Office Locations; Type and Jurisdiction of Organization.** As of the Closing Date, such Grantor’s name as it appears in official filings in the jurisdiction of its organization, type of organization (i.e. corporation, limited partnership, etc.), jurisdiction of organization, chief executive office and organization number provided by the applicable Governmental Authority of the jurisdiction of organization are set forth on Schedule 2 annexed hereto.

(d) **Names.** As of the Closing Date, no Grantor (or predecessor by merger or otherwise of such Grantor) has, within the five year period preceding the date hereof, or, in the case of an Additional Grantor, the date of the applicable Counterpart, had a different name from

the name of such Grantor listed on the signature pages hereof, except the names set forth on Schedule 3 annexed hereto.

The representations and warranties as to the information set forth in Schedules referred to herein are made as to each Grantor (other than Additional Grantors) as of the date hereof and as to each Additional Grantor as of the date of the applicable Counterpart, except that, in the case of a Security Agreement supplement, such representations and warranties are made as of the date of such supplement or notice.

**SECTION 5. Further Assurances.**

Subject to the last paragraph of Section 1, each Grantor agrees that from time to time, at the expense of Grantors, such Grantor will promptly execute (or authorize) and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Collateral Agent may request, in order to perfect (to the extent described in Section 4(b)) and protect any security interest granted or purported to be granted hereby or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will: (i) execute (or authorize) (if necessary) and file such financing or continuation statements, or amendments thereto, (ii) use commercially reasonable efforts to furnish to Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Collateral Agent may reasonably request, all in reasonable detail, (iii) at Collateral Agent's request, use commercially reasonable efforts to appear in and defend any action or proceeding that may affect such Grantor's title to or Collateral Agent's security interest in all or any part of the Collateral, and (iv) use commercially reasonable efforts to obtain any necessary consents of third parties to the creation and perfection of a security interest in favor of Collateral Agent with respect to any Collateral. Each Grantor hereby authorizes Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral (including any financing statement indicating that it covers "all assets" or "all personal property" of such Grantor or words of similar effect) without the signature of any Grantor.

**SECTION 6. Certain Covenants of Grantors.**

Each Grantor shall give Collateral Agent written notice of (i) any change in such Grantor's name or type of organization and (ii) any reincorporation, reorganization or other action that results in a change of the jurisdiction of organization of such Grantor, in each case, as soon as practicable and in any event no more than ten (10) Business Days (or such longer period as may be agreed by Collateral Agent) thereafter.

**SECTION 7. [Reserved].**

**SECTION 8. Collateral Agent Appointed Attorney-in-Fact.**

Subject to applicable Gaming Laws, each Grantor hereby irrevocably appoints Collateral Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, Collateral Agent or otherwise, upon the occurrence and during the continuance of an Event of Default, in Collateral Agent's discretion to



take any action and to execute any instrument that Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to obtain and adjust insurance required to be maintained by such Grantor or paid to Collateral Agent pursuant to the Credit Agreement;

(b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) to receive, endorse and collect any drafts or other Instruments, Documents, Chattel Paper and other documents in connection with clauses (a) and (b) above;

(d) to file any claims or take any action or institute any proceedings that Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce or protect the rights of Collateral Agent with respect to any of the Collateral;

(e) to pay or discharge taxes or Liens (other than taxes not required to be discharged pursuant to the Credit Agreement and Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Collateral Agent in its sole discretion, any such payments made by Collateral Agent to become obligations of such Grantor to Collateral Agent, due and payable immediately without demand;

(f) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other documents relating to the Collateral; and

(g) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes, and to do, at Collateral Agent's option and Grantors' expense, at any time or from time to time, all acts and things that Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

#### **SECTION 9. Standard of Care.**

The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own property.

**SECTION 10. Remedies.**

(a) **Generally.** If any Event of Default shall have occurred and be continuing, Collateral Agent may, subject to applicable Gaming Laws, exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or in the other Loan Documents or under applicable Law or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) or other applicable law, and also may, subject to applicable Gaming Laws and the receipt of all required Gaming Approvals, (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of Collateral Agent forthwith, assemble all or part of the Collateral as directed by Collateral Agent and make it available to Collateral Agent at a place to be designated by Collateral Agent that is reasonably convenient to both parties, (ii) require each Grantor to provide reasonable assistance in obtaining any Gaming Approval necessary to dispose of gaming devices, cashless wagering systems, mobile gaming systems, interactive gaming systems (as those terms are defined under Gaming Laws) or any similar Collateral for which a Gaming Approval is necessary to authorize Collateral Agent to sell, transfer or dispose of such Collateral, including but not limited to providing complete descriptions of such Collateral as required by Gaming Laws to be included with an application for such Gaming Approval, (iii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iv) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Collateral Agent deems appropriate, (v) take possession of any Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same and any of such Grantor's equipment for the purpose of completing any work in process, taking any actions described in the preceding clause (iv) and collecting any Secured Obligation, (vi) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale or other disposition (including, without limitation, pursuant to section 363(k), section 1129(b)(2)(a)(ii) or otherwise of the Bankruptcy Code of the United States), at any of Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Collateral Agent may deem commercially reasonable, and (vii) provide entitlement orders with respect to Security Entitlements and other Investment Property constituting a part of the Collateral. Collateral Agent or any other Secured Party may be the purchaser of any or all of the Collateral at any such sale and Collateral Agent, as agent for and representative of the Secured Parties (but not any Secured Party in its individual capacity unless Required Lenders shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from

time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be jointly and severally liable for the deficiency and the fees of any attorneys employed by Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section 10 will cause irreparable injury to Collateral Agent, that Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 10 shall be specifically enforceable against such Grantor, and each Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Collateral Agent (or any Lender, except with respect to a “credit bid” pursuant to section 363(k), section 1129(b)(2)(a)(ii) or otherwise of the Bankruptcy Code of the United States) may be the purchaser or licensor of any or all of the Collateral at any such sale or other disposition, free of any right or equity of redemption, which equity of redemption each Grantor hereby releases, and Collateral Agent, as agent for the Secured Parties, shall be entitled, upon instructions from the Required Lenders, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale or disposition, to use and apply any of the Secured Obligations (subject to Section 11.20 of the Credit Agreement) as a credit on account of the purchase price for any collateral payable by Collateral Agent at such sale or other disposition. Collateral Agent may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranties of title, which procedures shall not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(b) Each Grantor recognizes that, by reason of certain requirements of the Gaming Laws, Collateral Agent or any purchaser may be required to obtain certain Gaming Approvals under applicable Gaming Laws to sell, transfer or otherwise dispose of gaming devices, cashless wagering systems, mobile gaming systems, interactive gaming systems or other similar Collateral. Each Grantor acknowledges and agrees that obtaining such Gaming Approvals may require that the prospective purchaser hold a Gaming License or a distributor’s license, Collateral Agent may restrict prospective purchasers to only those holding the requisite licenses, and any such sale may be at prices and on terms less favorable than those obtainable through a sale without such restrictions.

(c) For the purpose of enabling Collateral Agent to exercise rights and remedies under this Section 10 and any rights and remedies available to Collateral Agent under any other Loan Document or applicable Law at such time as Collateral Agent shall be lawfully entitled to exercise, upon the occurrence and during the continuance of an Event of Default, such rights and remedies, and for no other purpose, each Grantor hereby grants to Collateral Agent, to the extent assignable, and to the extent not resulting in a breach, violation or termination of any Intellectual Property Collateral an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, assign, license or sublicense any of the

Intellectual Property Collateral now owned or hereafter acquired by such Grantor, wherever the same may be located, including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof; provided that such use is consistent with the use of such Intellectual Property Collateral employed by the Grantors in the ordinary conduct of their business and, with respect to trademarks owned by a Grantor and used by Collateral Agent under this Section 10(c), such Grantor shall have rights of quality control and inspection that are reasonably necessary to maintain the validity and enforceability of such trademarks.

**SECTION 11. Application of Proceeds.**

Except as expressly provided elsewhere in this Agreement, all proceeds received by Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied as provided in the Credit Agreement.

**SECTION 12. Indemnity and Expenses.**

(a) Grantors jointly and severally (except as otherwise prohibited hereunder) agree to indemnify Collateral Agent, each other Secured Party and each Related Party of any of the foregoing Persons (each an “**Indemnitee**”) from and against any and all claims, losses, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee, subject to Section 11.04(b) of the Credit Agreement) in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including, without limitation, enforcement of this Agreement); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that a court of competent jurisdiction determines in a final-non-appealable judgment that any such claims, losses, damages, liabilities and related expenses resulted from (x) the gross negligence, bad faith or willful misconduct of such Indemnitee or of any Related Indemnified Person of such Indemnitee, (y) a material breach of any obligations of such Indemnitee under any Loan Document by such Indemnitee or (z) any dispute solely among Indemnitees or of any Related Indemnified Person of such Indemnitee other than any claims against an Indemnitee in its capacity or in fulfilling its role as Administrative Agent (and any sub-agent thereof), Collateral Agent (and any sub-agent thereof), Lender, L/C Issuer or Arranger under a Facility and other than any claims arising out of any act or omission of the Grantors or any of their Affiliates. No Indemnitee or Grantor shall have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date) (other than, in the case of any Grantor, in respect of any such damages incurred or paid by an Indemnitee to a third party).

(b) Grantors jointly and severally (except as otherwise prohibited hereunder) agree to pay to Collateral Agent upon demand the amount of any and all costs and expenses in accordance with Section 11.04(a) of the Credit Agreement.

(c) The obligations of Grantors in this Section 12 shall (i) survive the termination of this Agreement and the satisfaction of the Termination Conditions and the payment in full of all Secured Obligations arising under any Secured Hedge Agreement or Secured Cash

Management Agreement and (ii), as to any Grantor that is a party to the Guaranty, be subject to the provisions of Section 1(b) thereof.

**SECTION 13. Continuing Security Interest; Transfer of Loans; Termination and Release.**

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the satisfaction of the Termination Conditions, (ii) be binding upon Grantors and their respective successors and assigns, and (iii) inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent, the other Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), but subject to the provisions of Section 11.06 of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise.

(b) Upon satisfaction of the Termination Conditions, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantors. Upon any such termination Collateral Agent will, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination. In addition, upon the proposed sale or other disposition of any Collateral by a Grantor in accordance with the Credit Agreement for which such Grantor desires a security interest release from Collateral Agent, such a release may be obtained pursuant to the provisions of Section 10.10 of the Credit Agreement.

**SECTION 14. Collateral Agent as Agent.**

(a) Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders, and Hedge Banks and Cash Management Banks, by their acceptance of the benefits hereof hereby appoint Collateral Agent as their agent under the Collateral Documents. Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided that Collateral Agent shall exercise, or refrain from exercising, any remedies provided for in Section 10 hereof in accordance with the instructions of Required Lenders.

(b) Collateral Agent shall at all times be the same Person that is Collateral Agent under the Credit Agreement. Written notice of resignation by, or removal of, Collateral Agent pursuant to Section 10.06 of the Credit Agreement shall also constitute notice of resignation or removal as Collateral Agent under this Agreement; and appointment of a successor Collateral Agent pursuant to Section 10.06 of the Credit Agreement shall also constitute appointment of a successor Collateral Agent under this Agreement. Upon the acceptance of any appointment as Collateral Agent under Section 10.06 of the Credit Agreement by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to

such successor Collateral Agent all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute (if necessary) and deliver to such successor Collateral Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Collateral Agent hereunder.

**SECTION 15. Additional Grantors.**

From time to time subsequent to the date hereof, in accordance with the terms of the Credit Agreement, including Sections 6.08 and 6.09, additional Restricted Subsidiaries of the Borrower may become Additional Grantors, by executing a Counterpart. Upon delivery of any such Counterpart to Collateral Agent, notice of which is hereby waived by Grantors, each such Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Restricted Subsidiary of the Borrower to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

**SECTION 16. Amendments; Etc.**

No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Collateral Agent and, in the case of any such amendment or modification, by Grantors; provided this Agreement may be modified by the execution of a Counterpart by an Additional Grantor in accordance with Section 15 hereof and Grantors hereby waive any requirement of notice of or consent to any such amendment. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

**SECTION 17. Notices.**

Any notice or other communication herein required or permitted to be given shall be given in accordance with Section 11.02 of the Credit Agreement; provided, however, that, for the purposes hereof, the address of each party hereto shall be as provided in Section 11.02 of the Credit Agreement or as set forth under such party's name on Schedule A hereof or such other address as shall be designated by such party in a written notice delivered to the other parties hereto.

**SECTION 18. Failure or Indulgence Not Waiver; Remedies Cumulative.**

No failure or delay on the part of Collateral Agent in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

**SECTION 19. Severability.**

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**SECTION 20. Headings.**

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

**SECTION 21. Governing Law; Jurisdiction; Etc.**

(a) **GOVERNING LAW.** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL EACH BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAW OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

(b) **SUBMISSION TO JURISDICTION.** EACH OF THE GRANTORS PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST COLLATERAL AGENT, ANY OTHER SECURED PARTY, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK SITTING IN NEW YORK COUNTY, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY

AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT COLLATERAL AGENT OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST SUCH GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) **WAIVER OF VENUE.** EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) **SERVICE OF PROCESS.** EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 17. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

**SECTION 22. Waiver of Jury Trial.**

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.



**SECTION 23. Counterparts; Integration; Effectiveness.**

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by Collateral Agent and when Collateral Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

**SECTION 24. Waivers.**

The provisions under the headings “Actions by Secured Parties”, “No Discharge” and “Waivers” in the Guaranty are hereby incorporated *mutatis mutandis* herein by this reference and shall apply to this Agreement as if fully set forth herein, except that the terms “Guaranty”, “Guarantor” and “Guarantied Obligations” therein shall be replaced by “Agreement”, “Grantor” and “Secured Obligations” herein, as applicable.

**SECTION 25. Definitions.**

(a) Each capitalized term utilized in this Agreement that is not defined in the Credit Agreement or in this Agreement, but that is defined in the UCC, including the categories of Collateral listed in Section 1 hereof, shall have the meaning set forth in Articles 1, 8 or 9 of the UCC.

(b) In addition, the following terms used in this Agreement shall have the following meanings:

“**Additional Grantor**” means a Restricted Subsidiary of the Borrower that becomes a party hereto after the date hereof as an additional Grantor by executing a Counterpart.

“**Automated People Mover**” means the electric trams that operate in Las Vegas, Nevada among (i) the Bellagio Resort and Casino, (ii) the Monte Carlo Resort and Casino, and (iii) CityCenter.

“**Collateral**” has the meaning set forth in Section 1 hereof.

“**Counterpart**” means a counterpart to this Agreement, in substantially the form of Exhibit I annexed hereto, entered into by a Restricted Subsidiary of the Borrower pursuant to Section 15 hereof.

“**Credit Agreement**” has the meaning set forth in the Preliminary Statements of this Agreement.

“**Intellectual Property Collateral**” shall mean the collective reference to all rights, priorities and privileges relating to intellectual property and Software, arising under United States law, including, without limitation, copyrights, copyright licenses, patents, patent licenses,

trademarks and trademark licenses, trade secrets, technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom; and including, without limitation, the copyrights, patents and trademarks described in Schedule 4 hereof as of the Closing Date.

“**Secured Obligations**” has the meaning set forth in Section 2 hereof.

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**GRANTORS:**

**CITY CENTER HOLDINGS, LLC**

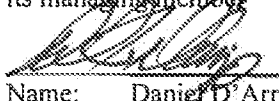
By: Project CC, LLC,  
a Nevada limited liability company,  
its managing member

By:   
Name: Daniel D'Arrigo  
Title: Executive Vice President of Finance

**CITYCENTER LAND, LLC,**  
a Nevada limited liability company

By: CityCenter Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: Project CC, LLC,  
a Nevada limited liability company,  
its managing member

By:   
Name: Daniel D'Arrigo  
Title: Executive Vice President of Finance

**CITYCENTER VDARA DEVELOPMENT, LLC,**  
a Nevada limited liability company

**CITYCENTER VEER TOWERS DEVELOPMENT,  
LLC,**  
a Nevada limited liability company

**CITYCENTER HARMON DEVELOPMENT, LLC,**  
a Nevada limited liability company

**CITYCENTER BOUTIQUE RESIDENTIAL  
DEVELOPMENT, LLC,**  
a Nevada limited liability company

**ARIA RESORT & CASINO HOLDINGS, LLC,**  
a Nevada limited liability company

**CITYCENTER RETAIL HOLDINGS, LLC,**  
a Nevada limited liability company

**CITYCENTER HARMON HOTEL HOLDINGS, LLC,**  
a Nevada limited liability company

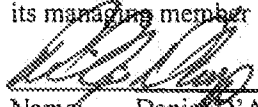
**CITYCENTER BOUTIQUE HOTEL HOLDINGS, LLC, a**  
Nevada limited liability company

**CITYCENTER VDARA CONDO HOTEL HOLDINGS, LLC,**  
a Nevada limited liability company


Each of the foregoing by CityCenter Land, LLC, a  
Nevada limited liability company, its sole member

By: CityCenter Holdings, LLC,  
a Delaware limited liability company,  
its sole member

By: Project CC, LLC,  
a Nevada limited liability company,  
its managing member

By:   
Name: Daniel D'Arrigo  
Title: Executive Vice President of Finance

**BANK OF AMERICA, N.A., as Collateral Agent**

By:   
Name: Darleen R DiGrazia  
Title: Vice President

**Schedule A**

Name  
All

Notice Address for each Grantor  
3950 Las Vegas Boulevard South,  
Las Vegas, NV 89119

**SCHEDULE 1 TO  
SECURITY AGREEMENT**

**Filing Offices**

<u>Grantor</u>	<u>Filing Offices</u>
CityCenter Holdings, LLC	Delaware
CityCenter Land, LLC	Nevada
Aria Resort & Casino Holdings, LLC	Nevada
CityCenter Boutique Hotel Holdings, LLC	Nevada
CityCenter Boutique Residential Development, LLC	Nevada
CityCenter Harmon Development, LLC	Nevada
CityCenter Harmon Hotel Holdings, LLC	Nevada
CityCenter Vdara Development, LLC	Nevada
CityCenter Vdara Condo Hotel Holdings, LLC	Nevada
CityCenter Veer Towers Development, LLC	Nevada
CityCenter Retail Holdings, LLC	Nevada

**SCHEDULE 2 TO  
SECURITY AGREEMENT**

**Office Locations, Type and Jurisdiction of Organization**

<b><u>Name of Grantor</u></b>	<b><u>Type of Organization</u></b>	<b><u>Office Locations</u></b>	<b><u>Jurisdiction of Organization</u></b>	<b><u>Organization Number</u></b>
Aria Resort & Casino Holdings, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0793822007-7
CityCenter Boutique Hotel Holdings, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0793802007-5
CityCenter Residential Development, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0573912006-1
CityCenter Harmon Development, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0573932006-3
CityCenter Harmon Hotel Holdings, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0793812007-6
CityCenter Holdings, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Delaware	4451596
CityCenter Land, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0718282007-0
CityCenter Vdara Development, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0573822006-0
CityCenter Vdara Condo Hotel Holdings, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0793842007-9



CityCenter Veer Towers Development, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0693612006-0
CityCenter Retail Holdings, LLC	Limited liability company	3950 Las Vegas Boulevard South, Las Vegas, NV 89119	Nevada	E0452982007-3

**SCHEDULE 3 TO  
SECURITY AGREEMENT**

**Other Names**

**Name of Grantor**

CityCenter Retail Holdings, LLC

**Other Names**

The Crystals at CityCenter, LLC

**SCHEDULE 4 TO  
SECURITY AGREEMENT**

**Intellectual Property Collateral**

**A. Trademarks**

Trademark Name	Trademark Status	App Number	File Date	RegNumber	RegDate
5PM - 43	Allowed	86/695685	7/16/2015		
ARIA - 18	Registered	77/445962	4/11/2008	3994259	7/12/2011
ARIA - 20	Registered	85/695249	8/3/2012	4309075	3/26/2013
ARIA - 21	Registered	77/445963	4/11/2008	3911470	1/25/2011
ARIA - 24	Registered	77/445964	4/11/2008	4053357	11/8/2011
ARIA - 24	Registered	85/228257	1/27/2011	4222544	10/9/2012
ARIA - 3	Registered	77/445960	4/11/2008	3864908	10/19/2010
ARIA - 35	Registered	77/445966	4/11/2008	3845671	9/7/2010
ARIA - 36	Registered	77/445968	4/11/2008	3920125	2/15/2011
ARIA - 38	Registered	77/445971	4/11/2008	3914691	2/1/2011
ARIA - 39	Registered	77/445974	4/11/2008	3822414	7/20/2010
ARIA - 41	Registered	77/445976	4/11/2008	4053358	11/8/2011
ARIA - 43	Registered	77/445978	4/11/2008	3807606	6/22/2010
ARIA - 44	Registered	77/445980	4/11/2008	3822415	7/20/2010
ARIA - 45	Registered	77/445981	4/11/2008	3807607	6/22/2010
ARIA - 6	Registered	77/445961	4/11/2008	3911469	1/25/2011
ARIA - 20	Pending	86/928474	3/3/2016		
ARIA & DESIGN - 41	Registered	77/563780	9/5/2008	3815132	7/6/2010
ARIA & DESIGN - 43	Registered	77/563799	9/5/2008	3815133	7/6/2010
BARDOT - 43	Pending	86/243405	4/4/2014		
BLOSSOM - 43	Registered	77/464693	5/2/2008	3838394	8/24/2010
CENTERPIECE - 35	Registered	77/863188	11/2/2009	3912141	1/25/2011
CITYCENTER - 25	Registered	78/886182	5/17/2006	3891500	12/14/2010
CITYCENTER - 38	Registered	78/886198	5/17/2006	3935755	3/22/2011
CITYCENTER - 41	Registered	78/886202	5/17/2006	3833102	8/10/2010
CITYCENTER - 43	Registered	78/886204	5/17/2006	3788804	5/11/2010
CITYCENTER - 6	Registered	85/006739	4/5/2010	3968984	5/31/2011
CITYCENTER & DESIGN - 21	Registered	78/886230	5/17/2006	3895576	12/21/2010
CITYCENTER & Design - 25	Registered	78/886234	5/17/2006	3888143	12/7/2010
CITYCENTER & Design - 36	Registered	78/886243	5/17/2006	3655982	7/14/2009
CITYCENTER & Design - 41	Registered	78/886270	5/17/2006	3909376	1/18/2011

Trademark Name	Trademark Status	App Number	File Date	RegNumber	RegDate
CITYCENTER & DESIGN - 43	Registered	78/886276	5/17/2006	3909377	1/18/2011
CITYCENTER & DESIGN - 6	Registered	85/006736	4/5/2010	3968983	5/31/2011
CITYCENTER LAS VEGAS & Design - 36	Registered	77/175972	5/8/2007	3606592	4/14/2009
CRYSTALS - 35	Registered	77/205516	6/13/2007	3763697	3/23/2010
CRYSTALS - 36	Registered	77/205521	6/13/2007	3763698	3/23/2010
CURATED LIVING - 35	Registered	85/139963	9/28/2010	4495111	3/11/2014
CURATED LIVING - 45	Registered	85/132454	9/17/2010	4684916	2/10/2015
DO VEGAS DIFFERENTLY - 41	Allowed	86/724528	8/13/2015		
DO VEGAS DIFFERENTLY - 43	Registered	86/690134	7/10/2015	4901396	2/16/2016
DO VEGAS DIFFERENTLY - 44	Registered	86/690137	7/10/2015	4901397	2/16/2016
HORS D'AGE - 32	Registered	86/349954	7/28/2014	4923580	3/22/2016
M LIFE CURATED LIVING - 35	Registered	85/139971	9/28/2010	4495112	3/11/2014
M LIFE CURATED LIVING - 45	Registered	85/132439	9/17/2010	4684915	2/10/2015
PAPILLON - 35	Registered	77/570446	9/15/2008	3883399	11/30/2010
PAPILLON & DESIGN - 35	Registered	77/751480	6/3/2009	3877667	11/16/2010
RADIANCE - 35	Registered	77/570450	9/15/2008	3883400	11/30/2010
THE SPA AT ARIA - 44	Registered	77/560769	9/2/2008	3758594	3/9/2010
VDARA - 35	Registered	78/964392	8/30/2006	3773657	4/6/2010
VDARA - 38	Registered	78/964401	8/30/2006	3769458	3/30/2010
VDARA - 39	Registered	78/964424	8/30/2006	3776402	4/13/2010
VDARA - 41	Registered	78/964402	8/30/2006	3773658	4/6/2010
VDARA - 43	Registered	78/964407	8/30/2006	3843249	8/31/2010
VDARA - 44	Registered	78/964409	8/30/2006	3769459	3/30/2010
VDARA - 45	Registered	77/002706	9/19/2006	3750156	2/16/2010
VEER - 36	Registered	78/970514	9/8/2006	3494160	8/26/2008

## **B. Patents**

None.

## **C. Copyrights**

Grantor	Title	Reg. No.	Reg. Date	Status
CityCenter Land, LLC	CityCenter Design	VA 1-625-943	1/24/2008	Registered
CityCenter Land, LLC	CityCenter Line Art Advertisement #1	VA 1-625-941	1/24/2008	Registered
CityCenter Land, LLC	CityCenter Line Art Advertisement #2	VA 1-625-946	1/24/2008	Registered
CityCenter Land, LLC	CityCenter Line Art Advertisement #3	VA 1-625-938	1/24/2008	Registered
CityCenter Land, LLC	CityCenter Line Art Advertisement #4	VA 1-625-936	1/24/2008	Registered
CityCenter Land, LLC	CityCenter Line Art Advertisement #5	VA 1-625-937	1/24/2008	Registered

**FORM OF COUNTERPART**

COUNTERPART (this “**Counterpart**”), dated as of \_\_\_\_\_, 20\_\_, is delivered pursuant to Section 15 of the Security Agreement referred to below. The undersigned hereby agrees that this Counterpart may be attached to the Amended and Restated Security Agreement dated as of April 18, 2017 (as amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Security Agreement), among CITYCENTER HOLDINGS, LLC, a Delaware limited liability company (the “**Borrower**”), the other Grantors named therein, and Bank of America, N.A., as Collateral Agent. The undersigned by executing and delivering this Counterpart hereby becomes a Grantor under the Security Agreement in accordance with Section 15 thereof and agrees to be bound by all of the terms thereof. Without limiting the generality of the foregoing, the undersigned hereby:

(i) authorizes Collateral Agent to add the information set forth on the Schedules to this Agreement to the correlative Schedules attached to the Security Agreement;

(ii) grants to Collateral Agent for the ratable benefit of the Secured Parties a security interest in, all of the undersigned’s right, title and interest in and to all of its Collateral [(including, without limitation, the items of property described in the schedules attached hereto)]<sup>1</sup> to secure the prompt payment in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of the Secured Obligations; and

(iii) makes the representations and warranties set forth in the Security Agreement, as amended hereby, to the extent relating to the undersigned.

THIS COUNTERPART AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS COUNTERPART AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL EACH BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAW OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

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<sup>1</sup> Attach Schedule if appropriate to set forth applicable information per Schedules attached to the Security Agreement.

**[NAME OF ADDITIONAL GRANTOR]**

By: \_\_\_\_\_

Name:

Title: