

APN #: _____

**RECORDING REQUESTED BY
AND RETURN TO:**

Clark County Department of Public Works
Attention: Denis Cederburg, Director
500 South Grand Central Parkway, Suite 2066
Las Vegas, Nevada 89155-4000

**FIRST AMENDMENT TO
MAINTENANCE AND DEDICATION AGREEMENT**

This First Amendment to Maintenance and Dedication Agreement, dated as of February 16, 2021 (the "**Amendment**"), by and among the County of Clark, a political subdivision of the State of Nevada ("**County**"), JC Hospitality LLC, a Delaware limited liability company ("**JC Hospitality**"), and HRHH PropCo, LLC, a Delaware limited liability company ("**HRHH PropCo**" and together with JC Hospitality, collectively the "**Successor Owners**"). The County and the Successor Owners are referred to collectively hereafter as the "**Parties**".

WHEREAS, HRHH Development, LLC, HRHH Hotel/Casino, LLC and the County entered into a Maintenance and Dedication Agreement, dated as of February 19, 2008 with respect to the Project (the "**Existing Agreement**");

WHEREAS, the Successor Owners are the successors-in-interest to HRHH Development, LLC and HRHH Hotel/Casino, LLC with respect to the Owners' Property, the Project and the Existing Agreement;

WHEREAS, the Successor Owners desire to construct additional improvements and modifications to the Project over and in the Realigned Tropicana Wash Culvert Easement and Existing Culvert Easement. The encroaching improvements it desires to construct in the Realigned Tropicana Wash Culvert Easement and Existing Culvert Easement are described and depicted in **Exhibit "P"** (referred to and defined below as "Virgin Pool Encroachments" for purposes of amendment to the Existing Agreement), attached hereto and incorporated herein by this reference;

WHEREAS, the County is willing to allow the Successor Owners to construct the Virgin Pool Encroachments, subject to any required approvals of the County and the Successor Owners' compliance with the terms and conditions of the Existing Agreement; and

WHEREAS, the Successor Owners and the County desire to amend the Existing Agreement to reflect the Successor Owners as successors-in-interest to both HRHH Development, LLC and HRHH

Hotel/Casino, LLC and to authorize the additional Virgin Pool Encroachments to be constructed within the Realigned Tropicana Wash Easement and Existing Culvert Easement, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Assumption of Obligations / Retroactive. As of the date of assuming ownership of the Owner's Property, on or about March 31, 2018, the Successor Owners hereby agree to and do accept the obligations of the Existing Agreement with respect to the Owners, and the Successor Owners expressly assume all of the terms, covenants, conditions, agreements and obligations required to be kept, performed and fulfilled by HRHH Development, LLC and HRHH Hotel/Casino, LLC under the Existing Agreement. Notwithstanding the foregoing, Successor Owners agree to be responsible for all liability and indemnity obligations arising out of or related to the Existing Agreement prior to March 31, 2018.
3. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - (a) "Owners", as such term is defined in the opening paragraph of the Existing Agreement, shall hereafter refer to JC Hospitality and HRHH PropCo;
 - (b) "Culvert Easement Encroachments" and "Realigned Tropicana Wash Encroachments", as such term is defined in "Definition" no. 6 and 16, respectively, of the Existing Agreement, shall hereafter be deemed to include the "Virgin Pool Encroachments", which are described and depicted on **Exhibit "P"** attached hereto and incorporated by reference.
 - (c) "Encroaching Improvements", as such term is defined in "Definition" no. 8 of the Existing Agreement, shall hereafter be deemed to include the "Virgin Pool Encroachments", which are described and depicted on **Exhibit "P"** attached hereto and incorporated by reference.
 - (d) The term, "Virgin Pool Encroachments", shall be added as "Definition" no. 18 of the Existing Agreement and hereafter be deemed to mean "the encroachments, described in **Exhibit "P"**, that Owners plan to construct on the Realigned Tropicana Wash Easement and Existing Culvert Easement".
4. Date of Effectiveness; Limited Effect. Except as otherwise provided in Section 2 of this Amendment, as of February 16, 2021, this Amendment will be deemed effective. All of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement

or as a waiver of or consent to any further or future action on the part of any party hereto that would require the waiver or consent of the other Parties hereto. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with such agreement, will mean and be a reference to the Existing Agreement, as the same has been amended by this Amendment.

5. Representations and Warranties. Each party hereto hereby represents and warrants to the other Parties that:

(a) It has the full right, company power and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such party, and the delivery of this Amendment by such party, have been duly authorized by all necessary company action on the part of such party.

(c) This Amendment has been executed and delivered by such party and constitutes the legal, valid and binding obligation of such party (assuming due authorization, execution and delivery by the Parties hereto), enforceable against that party in accordance with its terms.

6. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Nevada, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) Each party hereto shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its legal counsel).

(g) All exhibits referred to in this Amendment are incorporated into this Amendment by reference and made a part hereof.

[Signature Page to First Amendment to Maintenance and Dedication Agreement]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

APPROVED AS TO FORM:

County of Clark,
a political subdivision of the
State of Nevada

By: _____

Name: Marilyn Kirkpatrick

Title: Chair, Board of County
Commissioners



Name: Laura C. Rehfeldt

Title: Deputy District Attorney

ATTEST:

By: _____

Name: Lynn Marie Goya

Title: County Clerk

JC Hospitality LLC,
a Delaware limited liability company

HRHH PropCo LLC,
a Delaware limited liability company

By: _____

Name: Richard Bosworth

Title: Authorized Signatory

By: _____

Name: Richard Bosworth

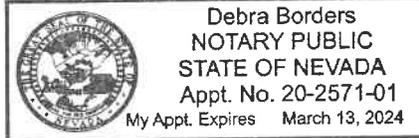
Title: Authorized Signatory

STATE OF NEVADA)

) ss:

COUNTY OF CLARK)

This instrument was acknowledgement before me on FEBRUARY 4 2021, by RICHARD BOSWORTH as AUTHORIZED SIGNATORY of JC Hospitality LLC, a Delaware limited liability company.



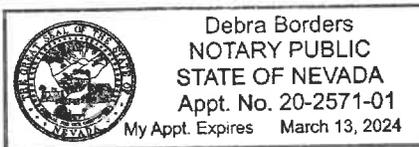

Signature of Notarial Officer

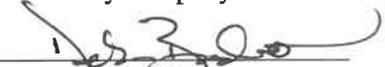
STATE OF NEVADA)

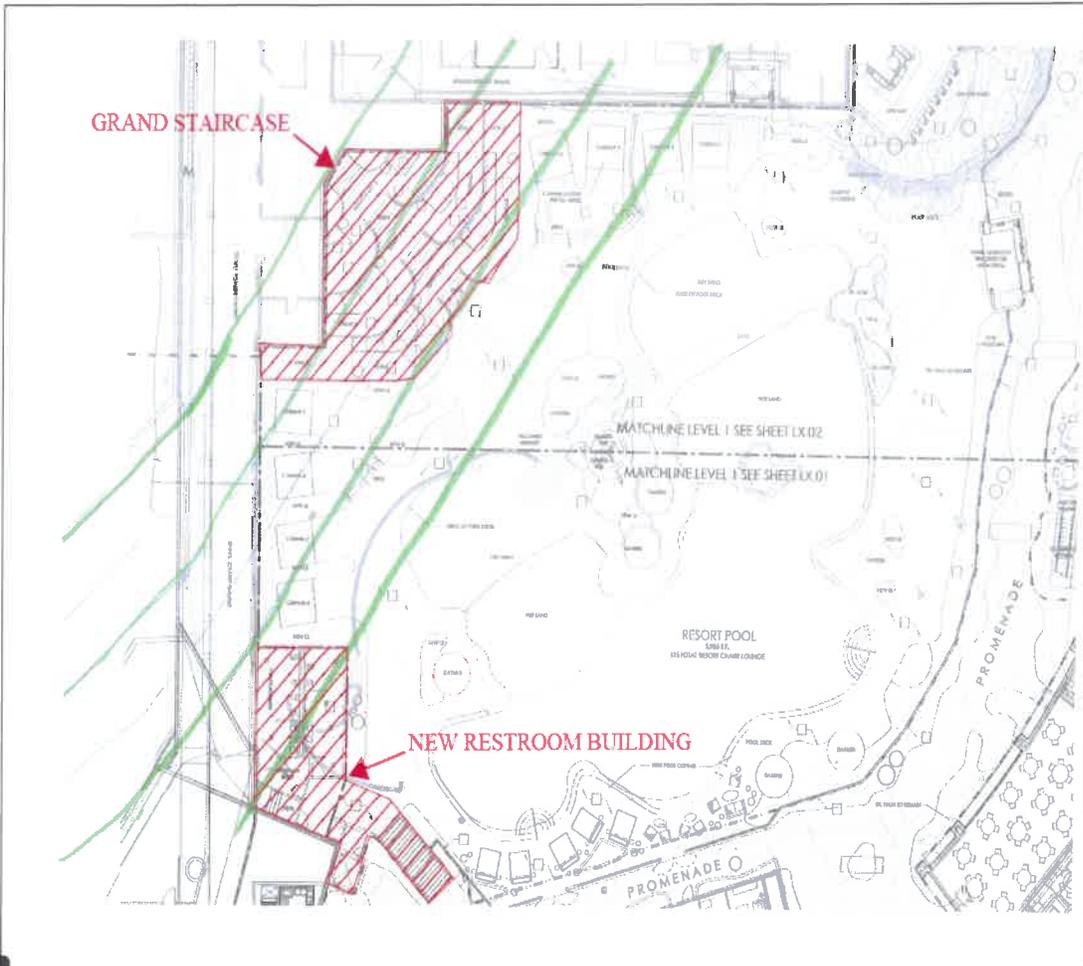
) ss:

COUNTY OF CLARK)

This instrument was acknowledgement before me on FEBRUARY 4 2021, by RICHARD BOSWORTH as AUTHORIZED SIGNATORY of HRHH PropCo LLC, a Delaware limited liability company.




Signature of Notarial Officer



Sheet Title

**VIRGIN POOL AREA PERMIT WORK
CULVERT LOCATION**

	Date: _____
	Scale: _____
 HARRIS ASSOCIATES	
Project Name: _____ Project No.: _____ Date: _____ Scale: _____	