

Baltimore, Maryland  
May 15, 2014

\$250,000,000

### **REVOLVING LOAN PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, PPE CASINO RESORTS NY, LLC ("BORROWER"), promises to pay to the order of THE CORDISH FAMILY II, LLC, an Alaska limited liability company ("LENDER"), at the LENDER'S offices at 601 E. Pratt Street, 6<sup>th</sup> Floor, Baltimore, Maryland 21202 or at such other places as the holder of this Promissory Note may from time to time designate, the principal sum of Two Hundred Fifty Million Dollars (\$250,000,000.00), or so much as may have been advanced to the BORROWER as proceeds of the "LOAN," as such term is defined and described in the Loan Agreement ("AGREEMENT") of even date herewith between the LENDER and the BORROWER, together with interest thereon at the rate or rates hereafter specified until paid in full and any and all other sums which may be owing to the holder of this Promissory Note by the BORROWER pursuant to this Promissory Note. The following terms shall apply to this Promissory Note.

1. **Interest Rate.** Interest shall accrue on the unpaid principal balance of this Promissory Note until paid in full at the rate of interest of 2.25% per annum. Any unpaid interest for any period may accrue to the subsequent period.

2. **Calculation Of Interest.** Interest shall be calculated on the basis of a three hundred sixty (360) days per year factor applied to the actual days on which there exists an unpaid balance hereunder.

3. **Repayment.** Accrued and unpaid interest, plus any then due applicable late payment charges or default interest, shall be paid in consecutive monthly payments beginning on June 1, and continuing on the first calendar day of each succeeding month until May 13, 2024, which is the final and absolute maturity date of this Promissory Note, at which time all sums due hereunder that remain unpaid, including principal, interest, charges and fees, shall be paid in full.

4. **Application Of Payments.** All payments made hereunder shall be applied first to late payment charges or other sums owed to the holder, next to accrued interest, and then to principal, or in such other order or proportion as the holder, in the holder's sole discretion, may elect from time to time.

5. **Prepayment.** The BORROWER may prepay this Promissory Note in whole or in part at any time without premium or additional interest. All prepayments made upon the unpaid principal balance of this Promissory Note shall be applied to the unpaid principal balance in the inverse order of scheduled maturities.

6. **Rights Upon Occurrence Of An Event Of Default.** Upon the occurrence of an "EVENT OF DEFAULT," as such term is defined in the AGREEMENT, the holder of this Promissory Note shall have the following rights in addition to such other rights and remedies as are authorized by the AGREEMENT or otherwise available to the holder under applicable laws:

6.1. **Acceleration.** The holder of this Promissory Note, in the holder's sole discretion and without notice or demand, may accelerate and declare due and immediately owing the entire unpaid principal balance plus accrued interest and all other sums payable to the holder in accordance with the terms of any of the "LOAN DOCUMENTS," as such term is defined in the AGREEMENT.

7. **Expenses Of Collection And Attorneys' Fees.** Should this Promissory Note be referred to an attorney for collection, whether or not suit has been filed, the BORROWER shall pay all of the holder's reasonable and necessary costs, fees and expenses, including reasonable attorneys' fees, resulting from such referral.

8. **Waiver Of Defenses.** In the event any one or more holders of this Promissory Note transfer this Promissory Note for value, the BORROWER agrees that all subsequent holders of this Promissory Note who take for value and without actual knowledge of a claim or defense of the BORROWER against a prior holder shall not be subject to any claims or defenses which the BORROWER may have against a prior holder, all of which are waived as to the subsequent holder, and that all such subsequent holders shall have all rights of a holder in due course with respect to the BORROWER even though the subsequent holder may not qualify, under applicable law, absent this section, as a holder

in due course. The BORROWER shall retain all rights and claims which the BORROWER may have against prior holders despite any such transfers and the waiver of defenses provided in this section as to subsequent holders.

9. Waiver Of Protest. The BORROWER, and all other parties to this Promissory Note, whether maker, indorser, or guarantor, waive presentment, notice of dishonor and protest.

10. Extensions Of Maturity. All parties to this Promissory Note, whether maker, indorser, or guarantor, agree that the maturity of this Promissory Note, or any payment due hereunder, may be extended at any time or from time to time without releasing, discharging, or affecting the liability of such party.

11. Manner And Method Of Payment. All payments called for in this Promissory Note shall be made in lawful money of the United States of America. If made by check, draft, or other payment instrument, such check, draft, or other payment instrument shall represent immediately available funds. In the holder's discretion, any payment made by a check, draft, or other payment instrument shall not be considered to have been made until such time as the funds represented thereby have been collected by the holder. Should any payment date fall on a non-banking day, the BORROWER shall make the payment on the next succeeding banking day.

12. Maximum Rate Of Interest. Any provision contained in any of the LOAN DOCUMENTS to the contrary notwithstanding, the holder of this Promissory Note shall not be entitled to receive or collect, nor shall the BORROWER be obligated to pay, interest hereunder in excess of the maximum rate of interest permitted by the laws of any state determined to be applicable thereto or the laws of the United States of America applicable to loans in such applicable state or states, and if any provisions of this Promissory Note or of any of the other LOAN DOCUMENTS shall ever be construed or held to permit or require the charging, collection or payment of any amount of interest in excess of that permitted by such laws applicable thereto, the provisions of this paragraph shall control and shall override any contrary or inconsistent provision. The intention of the parties is to at all times conform strictly with all applicable usury laws, and other applicable laws regulating the rates of interest which may be lawfully charged upon the credit facility evidenced by this Promissory Note. The interest to be paid in accordance with the terms of this Promissory Note shall be held subject to reduction to the amount allowed under any usury or other laws as now or hereafter construed by the courts having jurisdiction, and any sums of money paid in excess of the interest rate allowed by law shall be applied in reduction of the principal amounts owing under this Promissory Note.

13. Notices. Any notice or demand required or permitted by or in connection with this Promissory Note shall be given in the manner specified in the AGREEMENT for the giving of notices under the AGREEMENT. Notwithstanding anything to the contrary, all notices and demands for payment from the holder actually received in writing by the BORROWER shall be considered to be effective upon the receipt thereof by the BORROWER regardless of the procedure or method utilized to accomplish delivery thereof to the BORROWER.

14. Assignability. This Promissory Note may be assigned by the LENDER or any holder at any time or from time to time without notice to or consent from the BORROWER.

15. Binding Nature. This Promissory Note shall inure to the benefit of and be enforceable by the LENDER and the LENDER'S successors and assigns and any other person to whom the LENDER or any holder may grant an interest in the BORROWER'S obligations hereunder, and shall be binding and enforceable against the BORROWER and the BORROWER'S successors and assigns.

16. Invalidity Of Any Part. If any provision or part of any provision of this Promissory Note shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Promissory Note and this Promissory Note shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

17. Choice Of Law. The laws of the State of Maryland (excluding, however, conflict of law principles) shall govern and be applied to determine all issues relating to this Promissory Note and the rights and obligations of the parties hereto, including the validity, construction, interpretation, and enforceability of this Promissory Note and its various provisions and the consequences and legal effect of all transactions and events which resulted in the issuance of

this Promissory Note or which occurred or were to occur as a direct or indirect result of this Promissory Note having been executed.

18. Consent To Jurisdiction; Agreement As To Venue. The BORROWER irrevocably consents to the non-exclusive jurisdiction of the courts of the State of Maryland and of the United States District Court for the District of Maryland, if a basis for federal jurisdiction exists. The BORROWER agrees that venue shall be proper in any circuit court of the State of Maryland selected by the LENDER or in the United States District Court for the District of Maryland if a basis for federal jurisdiction exists and waives any right to object to the maintenance of a suit in any of the state or federal courts of the State of Maryland on the basis of improper venue or of inconvenience of forum.

19. Unconditional Obligations. The BORROWER'S obligations under this Promissory Note shall be the unconditional duty and obligation of the BORROWER and shall be independent of any rights of set-off, recoupment or counterclaim which the BORROWER might otherwise have against the holder of this Promissory Note. The BORROWER shall pay absolutely the payments of principal, interest, fees and expenses required hereunder, free of any deductions and without abatement, diminution or set-off.

20. Seal And Effective Date. This Promissory Note is an instrument executed under seal and is to be considered effective and enforceable as of the date set forth on the first page hereof, independent of the date of actual execution and delivery.

21. Tense; Gender; Defined Terms; Section Headings. As used herein, the singular includes the plural and the plural includes the singular. A reference to any gender also applies to any other gender. Defined terms are entirely capitalized throughout. The section headings are for convenience only and are not part of this Promissory Note.

22. Actions Against Lender. Any action brought by the BORROWER against the LENDER which is based, directly or indirectly, on this Promissory Note or any matter in or related to this Promissory Note, including but not limited to the making of the loan evidenced hereby or the administration or collection thereof, shall be brought only in the courts of the State of Maryland. The BORROWER may not file a counterclaim against the LENDER in a suit brought by the LENDER against the BORROWER in a state other than the State of Maryland unless under the rules of procedure of the court in which the LENDER brought the action the counterclaim is mandatory, and not merely permissive, and will be considered waived unless filed as a counterclaim in the action instituted by the LENDER. The BORROWER agrees that any forum other than the State of Maryland is an inconvenient forum and that a suit brought by the BORROWER against the LENDER in a court of any state other than the State of Maryland should be forthwith dismissed or transferred to a court located in the State of Maryland by that Court.

23. Waiver Of Jury Trial. The BORROWER (by execution of this Promissory Note) and the LENDER (by acceptance of this Promissory Note) agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by or against the BORROWER or the LENDER, or any successor or assign of the BORROWER or the LENDER, on or with respect to this Promissory Note or any of the other LOAN DOCUMENTS, or which in any way relates, directly or indirectly, to the obligations of the BORROWER to the LENDER under this Promissory Note or any of the other LOAN DOCUMENTS, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. **THE BORROWER AND THE LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.**

24. Limitation on Recourse. LENDER shall have no recourse of any kind against any member, manager, principal, officer, employee, authorized person, representative, or shareholder of BORROWER or any of their respective properties or assets for the payment or performance of any obligations of BORROWER evidenced by this Promissory Note.


IN WITNESS WHEREOF, the BORROWER has duly executed this Promissory Note under seal as of the date first above written.

WITNESS/ATTEST:

**BORROWER:**

PPE CASINO RESORTS NY, LLC

  
\_\_\_\_\_

By:  \_\_\_\_\_ (SEAL)  
Joseph Weinberg  
Managing Member

## LOAN AGREEMENT

THIS LOAN AGREEMENT ("AGREEMENT") is dated to be effective as of May 15, 2014 by and between PPE CASINO RESORTS NY, LLC ("BORROWER") and THE CORDISH FAMILY II, LLC, an Alaska limited liability company ("LENDER").

### RECITALS

The BORROWER has applied to the LENDER for a revolving credit facility. The LENDER is willing to provide the requested credit facility to the BORROWER upon the terms and conditions of this Loan Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1. DEFINITIONS

The following terms have the following definitions (each definition is equally applicable to the singular and plural forms of the terms used, as the context requires):

Section 1.1. Default. The term "DEFAULT" means any event, occurrence or omission which, with the giving of notice, the passage of time, or both, would constitute an EVENT OF DEFAULT.

Section 1.2. Event Of Default. The term "EVENT OF DEFAULT" has the meaning set forth in Section 6.1 of this AGREEMENT.

Section 1.3. G.A.A.P. The term "G.A.A.P." means, with respect to any date of determination, generally accepted accounting principles as used by the Financial Accounting Standards Board and/or the American Institute of Certified Public Accountants consistently applied and maintained throughout the periods indicated.

Section 1.4. Lender Expenses. The term "LENDER EXPENSES" means all reasonable out-of-pocket expenses or costs incurred by the LENDER arising out of, pertaining to, or in any way connected with this AGREEMENT, any of the other LOAN DOCUMENTS or the OBLIGATIONS, or any documents executed in connection herewith or transactions hereunder, including without limitation: (a) all costs or expenses required to be paid by the BORROWER pursuant to the terms of this AGREEMENT or as otherwise provided for in any of the LOAN DOCUMENTS or as required by any other present or future agreement between the BORROWER and the LENDER evidencing and/or securing the OBLIGATIONS which are paid or advanced by the LENDER; and (b) reasonable attorneys' fees and expenses incurred by the LENDER in obtaining advice or the services of its attorneys with respect to the LOAN or the structuring, drafting, negotiating, reviewing, amending, terminating, enforcing or defending of this AGREEMENT, or any portion hereof or any agreement or matter related hereto, whether or not litigation is instituted.

Section 1.5. Loan. The term "LOAN" means the revolving line of credit in the stated principal amount of the MAXIMUM LOAN AMOUNT to be provided by the LENDER to the BORROWER in accordance with the terms of this AGREEMENT and the other LOAN DOCUMENTS.

Section 1.6. Loan Documents. The term "LOAN DOCUMENTS" means this AGREEMENT, the NOTE, and all other writings evidencing the LOAN, including without limitation all loan agreements, subordination agreements, intercreditor agreements, affidavits, powers of attorney, consents, opinions, collateral assignments, and other written matter, whether heretofore, now or hereafter executed by or on behalf of the BORROWER, or by any other PERSON in connection with the OBLIGATIONS or the LOAN.

Section 1.7. Maturity Date. The term "MATURITY DATE" means May 13, 2024, unless such date is extended by the written agreement of the LENDER and the BORROWER.

Section 1.8. Maximum Loan Amount. The term "MAXIMUM LOAN AMOUNT" means Two Hundred Fifty Million Dollars (\$250,000,000.00).

Section 1.9. Note. The term "NOTE" means the Promissory Note of even date herewith in the stated principal amount of the MAXIMUM LOAN AMOUNT from the BORROWER, as the maker thereof, which is payable to the order of the LENDER.

Section 1.10. Obligations. The term "OBLIGATIONS" means the obligations of the BORROWER to pay to the LENDER: (a) all sums due to the LENDER in connection with the LOAN or otherwise pursuant to the terms of the LOAN DOCUMENTS, including without limitation all principal, interest, and fees; (b) all LENDER EXPENSES; and (c) any indebtedness or liability which may exist or arise as a result of any payment made by or for the benefit of the BORROWER being avoided or set aside as a preference under Sections 547 and 550 of the United States Bankruptcy Code, as amended, or under any state law governing insolvency or creditors' rights.

Section 1.11. Exclusive Use for PPE Casino Resorts NY, LLC. The BORROWER may draw upon this revolving credit facility solely and exclusively for use in funding his capital obligations towards its ownership in OCCR Enterprises Holdings, LLC, regarding this entity's application and proposed development of a gaming facility in Orange County, New York. No other use of this credit facility and the associated NOTE thereto shall be permitted.

## ARTICLE 2. RULES OF CONSTRUCTION

Section 2.1. Accounting Terms. The accounting terms used in this AGREEMENT shall have the meanings customarily given them in accordance with G.A.A.P., unless this AGREEMENT expressly provides a different meaning.

Section 2.2. Capitalized Terms. Terms defined in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined terms includes the plural and the plural use includes the singular.

Section 2.3. General Rules Of Construction. The captions inserted in this AGREEMENT are solely for convenience and are not intended to define, limit, or describe the scope of this AGREEMENT. The use of the neuter or of any gender shall be applicable to any other gender or the neuter. The terms and conditions of all other LOAN DOCUMENTS which relate or pertain to the LOAN are incorporated herein by reference. In the event of any inconsistencies between this AGREEMENT and any other LOAN DOCUMENTS, such inconsistencies shall be construed and resolved so as to benefit the LENDER, independent of whether this AGREEMENT or another LOAN DOCUMENT otherwise controls, and the LENDER'S election of which interpretation or construction is for the LENDER'S benefit shall govern.

## ARTICLE 3. TERMS OF THE LOAN

Section 3.1. Agreement To Extend The Loan. Subject to the terms and conditions stated herein, the LENDER agrees to extend the LOAN to the BORROWER. The LENDER agrees to advance proceeds of the LOAN to the BORROWER as requested by the BORROWER until the MATURITY DATE, provided that the aggregate outstanding principal balance of the LOAN shall never exceed at any time the MAXIMUM LOAN AMOUNT. The BORROWER shall not request or permit any advance of proceeds of the LOAN which would cause the aggregate amount of advances made to or for the BORROWER and outstanding under the LOAN DOCUMENTS to exceed the MAXIMUM LOAN AMOUNT. In the event that the principal balance outstanding under the LOAN ever exceeds the MAXIMUM LOAN AMOUNT, the BORROWER shall immediately, upon the demand of the LENDER, reduce the principal balance of the LOAN to an amount which is not in excess of the MAXIMUM LOAN AMOUNT.

Section 3.2. Conditions Precedent To Each Advance. The obligation of the LENDER to make any advances under the LOAN, including the initial advance, shall be subject to each of the following conditions precedent:

Section 3.2.1. No Defaults Or Events Of Default. No event shall have occurred on or prior to such date and be continuing on such date, and no condition shall exist on such date, which constitutes a DEFAULT or EVENT OF DEFAULT.

Section 3.2.2. Continuing Accuracy Of Representations And Warranties. Each of the representations and warranties made by or on behalf of the BORROWER to the LENDER in the LOAN DOCUMENTS shall be true and correct in all material respects when made and shall be deemed to be repeated as true, accurate and complete as of the date of the BORROWER'S request for each advance.

Section 3.2.3. Receipt Of Reports. The LENDER shall be in receipt of all reports, financial statements, financial information and financial disclosures required by the LOAN DOCUMENTS, except to the extent that the LENDER has waived in writing the receipt thereof.

Section 3.2.4. No Illegals. It shall not be unlawful for the LENDER to perform any of the agreements or obligations imposed upon the LENDER by any of the LOAN DOCUMENTS or for the BORROWER to perform any of its agreements or obligations as provided by the LOAN DOCUMENTS.

Section 3.3. Interest And Lender's Records. All sums advanced under the LOAN shall be evidenced by, and shall be repaid with interest in accordance with, the provisions of the NOTE, the terms and conditions of which are incorporated herein by reference. The date and amounts of each advance made by the LENDER and each payment made by the BORROWER shall be recorded by the LENDER on the books and records of the LENDER, but any failure to record such dates or amounts shall not relieve the BORROWER of its duties and obligations under the LOAN DOCUMENTS. Interest accrued upon the LOAN shall be computed on outstanding balances as reflected on the LENDER'S books and records.

Section 3.4. Term. All sums due under the LOAN shall be paid in full on or before the MATURITY DATE.

Section 3.5. Purpose. The proceeds of the LOAN shall be used by the BORROWER solely for funding the general working capital needs of the BORROWER.

#### ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.1. General Representations And Warranties. To induce the LENDER to extend the LOAN, the BORROWER represents and warrants to the LENDER that: (a) it is duly organized and existing in good standing under the laws of the state of its organization and it is properly qualified and in good standing in each jurisdiction in which the transaction of its business or ownership of its assets requires qualification; (b) it has full power and authority to enter into this AGREEMENT, to execute any LOAN DOCUMENTS, to obtain the LOAN and to consummate the transactions contemplated herein, all of which have been duly authorized by all necessary and proper actions; (c) all information, financial statements, and data submitted by or on behalf of the BORROWER are true, accurate and complete in all material respects; (d) there are no actions, suits, investigations or proceedings pending or threatened against the BORROWER except as expressly disclosed in writing to the LENDER; (e) the BORROWER does not trade under any tradenames and has not changed its name, been the surviving entity of a merger or changed the location of its chief executive office except as disclosed in any written supplement to this AGREEMENT; (f) the BORROWER'S address set forth below in this AGREEMENT as its notice address is true, accurate and correct and the BORROWER does not keep any of its records at any other locations; (g) the proceeds of the LOAN shall be used solely and exclusively for the purposes authorized by this AGREEMENT; (h) the AGREEMENT and each of the LOAN DOCUMENTS constitute, or will constitute upon delivery to the LENDER, the valid and binding obligations of the BORROWER in accordance with all stated terms; (i) the BORROWER is not in default or violation of any term, condition or covenant of this AGREEMENT or of any LOAN DOCUMENTS; and (j) the execution of this AGREEMENT by the BORROWER and the obtaining of the LOAN from the LENDER does not violate any organizational document of the BORROWER or any agreement, order or decree to which the BORROWER is bound. The representations and warranties of the BORROWER as set forth in this AGREEMENT shall remain true, accurate and complete at all times that any OBLIGATIONS remain outstanding.

ARTICLE 5.  
COVENANTS

Section 5.1. Affirmative Covenants. Until all OBLIGATIONS have been satisfied the BORROWER shall: (a) unconditionally pay and perform each of the OBLIGATIONS when and as due; (b) maintain insurance coverage in such amounts, against such risks and with such insurers as is prudent and reasonable for a business entity owning assets and engaging in business activities similar to the BORROWER'S assets and business activities; (c) pay when and as due all taxes, assessments, charges or levies imposed upon it or any of its property; (d) execute and deliver to the LENDER such written assignments, endorsements and assurances as reasonably required by the LENDER; (e) pay all reasonable and necessary LENDER EXPENSES; (f) permit the LENDER or any designee of the LENDER to inspect, check, make copies of or extracts from the books and records of the BORROWER; (g) use the proceeds of the LOAN solely for the BORROWER'S general working capital needs in the ordinary course of the BORROWER'S business; (h) maintain its legal status in good standing and in full accordance with all applicable laws; (i) pay all indebtedness when and as due to third parties, unless disputed in good faith by the BORROWER and provided that adequate reserves have been established for any such disputed indebtedness; (j) promptly notify the LENDER of any investigation, lawsuit or legal proceeding initiated against the BORROWER or any of its assets; (k) maintain at all times good and accurate accounting records and systems; (l) comply with all applicable laws in the conduct of its business and in the ownership of its properties; and (m) supply to the LENDER within ninety (90) days after the end of each fiscal year, an annual financial statement and statement of profit and loss prepared by an independent certified public accountant acceptable to the LENDER in accordance with G.A.A.P. and in accordance with such level of review or certification as required by the LENDER.

Section 5.2. Negative Covenants. Until all OBLIGATIONS have been satisfied the BORROWER shall not: (a) change its name or enter; (b) sell or alienate any material part of its assets or properties; (c) materially amend or change its line or scope of business; (d) produce, handle, store, transport, generate or utilize any hazardous substances in violation of applicable laws; and (e) take any action or permit any occurrence or omission which would cause any of the BORROWER'S representations and warranties in this AGREEMENT to cease to be true, accurate and correct at any time that any of the OBLIGATIONS remain outstanding.

ARTICLE 6.  
DEFAULT

Section 6.1. Events Of Default. The occurrence of any one or more of the following events shall constitute an "EVENT OF DEFAULT": (a) the failure of the BORROWER to pay or perform any OBLIGATION (whether as scheduled or by acceleration) within three (3) days after its due date; (b) the failure of any representation or warranty of the BORROWER in this AGREEMENT to be true, accurate and correct in all material respects when made by the BORROWER; (c) the failure of the BORROWER to comply with any affirmative or negative covenant of the BORROWER in this AGREEMENT or to fulfill any duty or undertaking of the BORROWER in this AGREEMENT within ten (10) days after notice thereof from the LENDER; (d) a default or failure to perform by the BORROWER under any other LOAN DOCUMENT; (e) a default by the BORROWER under any other transaction with the LENDER or with any other lending institution; (f) the indictment of the BORROWER by the United States government or by any state government for the commission of a felony; (g) the entry of a judgment against the BORROWER in an amount in excess of Fifty Thousand Dollars (\$50,000.00) which is not paid or the execution thereof stayed within thirty (30) days; or (h) the filing of any petition for relief or insolvency by or with respect to the BORROWER (whether voluntary or involuntary) under the United States Bankruptcy Code or under any other federal or state insolvency laws, or the failure of the BORROWER to pay its debts when and as due, or the application for the appointment of a receiver for the BORROWER, or the assignment by the BORROWER for the benefit of its creditors.

Section 6.2. General Remedies. The LENDER, on the occurrence of any EVENT OF DEFAULT, may exercise any or all of the following rights and remedies: (a) accelerate and demand payment of the LOAN; (b) impose any applicable default rate of interest with or without acceleration of the LOAN; (c) file suit against the BORROWER to collect the OBLIGATIONS; (d) seek specific performance or injunctive relief to enforce the covenants of the BORROWER; and/or (e) exercise any rights which the LENDER has under applicable law. The rights and remedies



provided in this AGREEMENT and in the other LOAN DOCUMENTS or otherwise under applicable laws shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy.

ARTICLE 7.  
GENERAL TERMS AND CONDITIONS

Section 7.1. Obligations Of The Borrower Hereunder Unconditional. The payment and performance of the OBLIGATIONS shall be the absolute and unconditional duty and obligation of the BORROWER, and shall be independent of any defense or any rights of set-off, recoupment or counterclaim which the BORROWER might otherwise have against the LENDER, and the BORROWER shall pay absolutely during the term of the LOAN the payment of principal and interest to be made on account of the LOAN and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off.

Section 7.2. Miscellaneous Provisions. The BORROWER agrees that: (a) the LENDER may waive any of its rights or any of the BORROWER'S covenants under this AGREEMENT without such waiver constituting a future waiver; (b) this AGREEMENT shall be binding upon the parties and their successors and assigns; (c) this AGREEMENT and any accompanying documents or written supplements to this AGREEMENT contain the final and entire agreement of the LENDER and the BORROWER; (d) this AGREEMENT may only be modified by a writing signed by both the LENDER and the BORROWER; (e) time is of the essence of this AGREEMENT; (f) the laws of the State of Maryland shall govern this AGREEMENT and all LOAN DOCUMENTS and all issues relating to the LOAN and the transactions contemplated by this AGREEMENT; (g) it consents to the jurisdiction and venue of the courts of any county of the State of Maryland, or Baltimore City, and to the jurisdiction and venue of the United States District Court for the District of Maryland in any action brought to enforce, interpret, or construe this AGREEMENT or any other LOAN DOCUMENT; and (h) this AGREEMENT shall be effective so long as any of the OBLIGATIONS are unsatisfied.

Section 7.3. Further Assurances. The BORROWER shall execute such other and further documents as may be determined by the LENDER from time to time to be necessary to accomplish the purposes of this AGREEMENT, it being the intention of the BORROWER to provide a full and absolute warranty of further assurances to the LENDER.

Section 7.4. Notices. Any notice required or permitted by or in connection with this AGREEMENT shall be in writing and shall be made by hand delivery, by Federal Express, or other similar overnight delivery service, or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to the LENDER or the BORROWER at the appropriate address set forth below or to such other address as may be hereafter specified by written notice by the LENDER or the BORROWER. Notice shall be considered given as of the date of the hand delivery, one (1) calendar day after delivery to Federal Express or similar overnight delivery service, or three (3) calendar days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was given as provided herein. If notice is tendered pursuant to the provisions of this Section and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided.

If to the LENDER:

The Cordish Family II, LLC  
601 E. Pratt Street  
The Power Plant, 6<sup>th</sup> Floor  
Baltimore, Maryland 21202  
Attn: Jonathan A. Cordish

If to the BORROWER:

PPE Casino Resorts NY, LLC  
Attn: Joseph Weinberg, Managing Member  
601 E. Pratt Street  
The Power Plant, 6<sup>th</sup> Floor  
Baltimore, Maryland 21202

Section 7.5. Effective Date. This AGREEMENT shall be effective as of the date first above written, independent of the date of execution or delivery hereof.

Section 7.6. Waiver Of Trial By Jury. Each party to this AGREEMENT agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party hereto or any successor or assign of any party on or with respect to this AGREEMENT or any other LOAN DOCUMENT or which in any way relates, directly or indirectly, to the LOAN or any event, transaction, or occurrence arising out of or in any way connected with the LOAN, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The BORROWER acknowledges and agrees that this Section is a specific and material aspect of this AGREEMENT between the parties and that the LENDER would not extend the LOAN to the BORROWER if this waiver of jury trial provisions were not a part of this AGREEMENT.

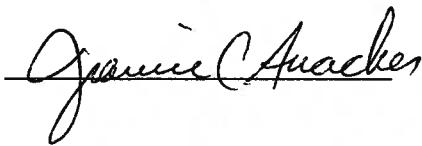
Section 7.7. Limitation on Recourse. LENDER shall have no recourse of any kind against any member, manager, principal, officer, employee, authorized person, representative, or shareholder of BORROWER or any of the properties or assets for the repayment of the LOAN or of any of the other OBLIGATIONS or for the payment or performance of any duties of BORROWER under this AGREEMENT or any of the other LOAN DOCUMENTS.

IN WITNESS WHEREOF, the LENDER and the BORROWER have duly executed this AGREEMENT under seal as of the date first above written. This AGREEMENT may be executed in counterparts and shall be enforceable against each signatory hereto regardless of whether all indicated signatories ultimately execute this AGREEMENT.


WITNESS/ATTEST:

**BORROWER:**

PPE Casino Resorts NY, LLC  
A Limited Liability Company



By:

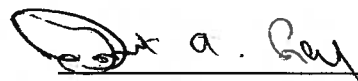
  
\_\_\_\_\_  
Joseph Weinberg  
Managing Member (SEAL)

**LENDER:**

THE CORDISH FAMILY II, LLC,  
an Alaska limited liability company



By:

  
\_\_\_\_\_  
Jonathan A. Cordish, its Manager (SEAL)