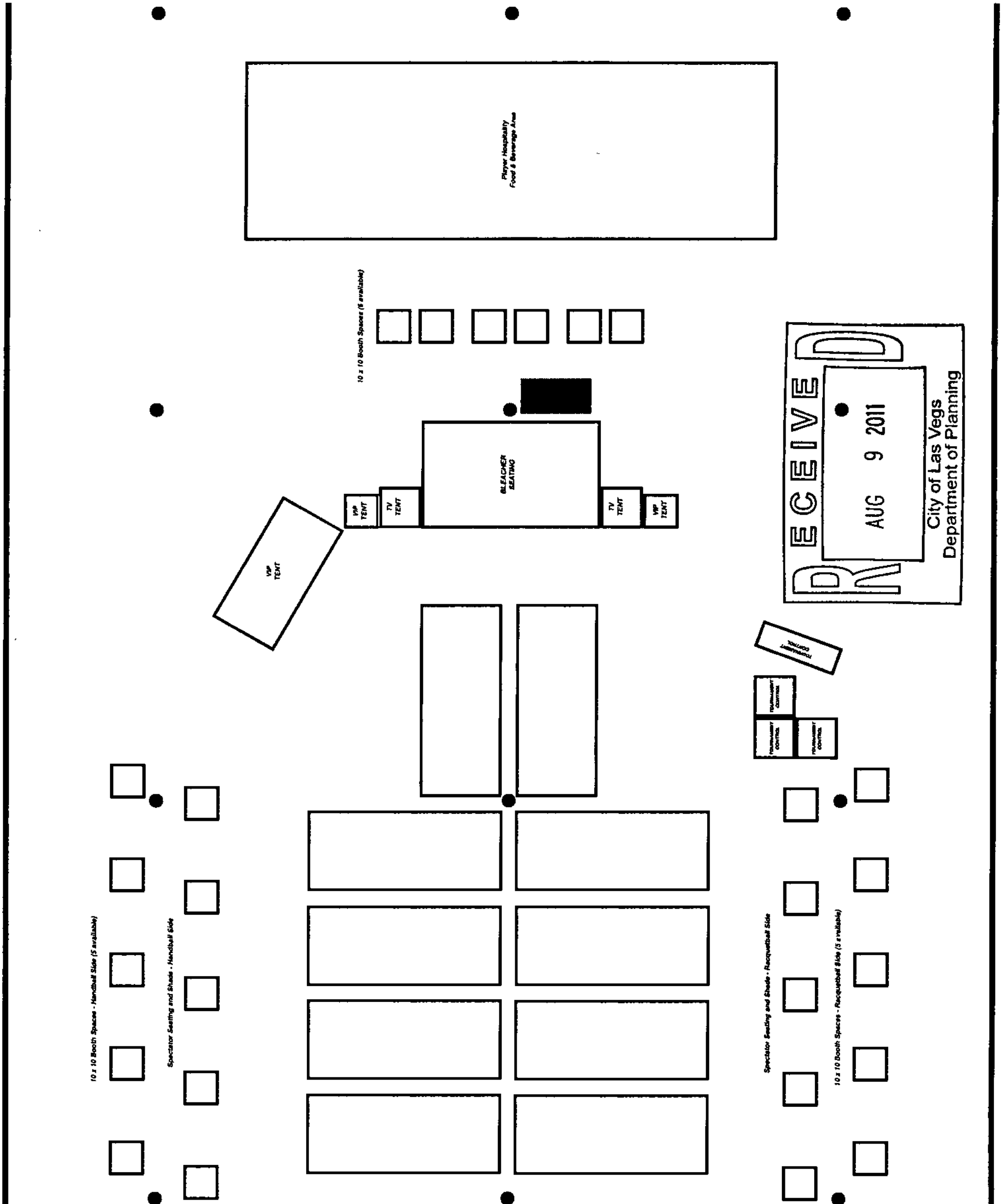

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AUG 9 2011
City of Las Vegs
Department of Planning

APPROVED
TEMP OUTDOOR EVENT 8-9-11
BY
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: 3 Wall Ball, LLC

Project Address (Location) 2035 & 2045 Las Vegas Blvd S. Las Vegas NV 89104

Project Name 3 Wall Ball Championship **Proposed Use** Racquetball Tournament

Assessor's Parcel #(s) 162-03-410-002 & 003 **Ward #** 3

General Plan: existing ______ proposed ______ **Zoning:** existing C-2 proposed ______

Commercial Square Footage 45,000 **Floor Area Ratio** ______

Gross Acres 2.3 **Lots/Units** ______ **Density** ______

Additional Information ______

PROPERTY OWNER W2007 Stratosphere Land Propco **Contact** Steven Angel
Address 2000 Las Vegas Blvd S. **Phone:** 702-944-4926 **Fax:** 702-383-5316
City Las Vegas **State** NV **Zip** 89104
E-mail Address Steven.Angel@aceplic.com

APPLICANT 3 Wall Ball, LLC **Contact** Mike Coulter
Address 3748 Lindell Road **Phone:** (702)429-6871 **Fax:**
City Las Vegas **State** NV **Zip** 89103
E-mail Address mclvcept@aol.com

REPRESENTATIVE Stratosphere **Contact** Mike Pramshafer
Address 2000 Las Vegas Blvd S. **Phone:** (702) 383-4751 **Fax:**
City Las Vegas **State** NV **Zip** 89104
E-mail Address Michael.PRAMSHAFER@stratospherehotel.com

Property Owner Signature* Steve Angel
*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Steven Angel

Subscribed and sworn before me

This 2 day of August, 20 11.

Notary Public in and for said County and State

KIMBERLY RIBLETT
Notary Public State of Nevada
No. 06-104170-1
My appt. exp. Feb. 10, 2014

FOR DEPARTMENT USE ONLY

Case #	TCP-42764
Meeting Date:	–
Total Fee:	100.00
Date Received:*	9-9-11
Received By:	JFrnl

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

STRATOSPHERE

HOTEL | CASINO | TOWER

August 2, 2011

City of Las Vegas
Planning & Development Department

To Whom It May Concern:

The purpose of this correspondence is to apply for a temporary commercial permit on behalf of the Stratosphere Hotel, Casino & Tower for the "3 Wall Ball World Championship" tournament on September 21-25, 2011. The tournament will be held outdoors at 2035-2045 Las Vegas Blvd., South, Las Vegas, NV, 89104, which is currently used as an "over-sized" parking lot for Stratosphere patrons.

The purpose of this event will be to conduct a handball / racquetball / paddleball tournament, where the participants will pay an entry fee in order to participate. The winners each will receive prize money, to be paid for by the Event Coordinator (not the Stratosphere). The tournament hours will be from 7 a.m. – 12 midnight each day.

The Event Coordinator will begin to construct and set up the tournament area no later than Friday, September 16th and breakdown will finish no later than Tuesday, September 27th.

In order to conduct the event, 12 temporary handball / racquetball / paddleball courts will be constructed at the site. In addition, temporary bleachers and other seating will be set up to accommodate spectators. Food & Beverage vendors, in addition to other merchandise vendors will have booths during the event to display and market their goods and services. In addition, temporary restroom facilities as well as necessary light and sound equipment will be utilized during the dates of the event. A disc jockey will also be playing music during the event hours.

The Stratosphere Hotel, Casino & Tower is one of many sponsors for this event, thus there will be temporary banners displayed along the Stratosphere's chain link fence on Las Vegas Blvd. and throughout the tournament site to alert guests and other consumers of the event.

Parking for "over-sized" vehicles will also be relocated to another area on the Stratosphere Hotel, Casino & Tower property, and signage will be available to communicate this to the appropriate guests requiring parking of this nature.

The Stratosphere will also provide security coverage for the event per its usual rotation of bike officers during the tournament days. In addition, the Stratosphere will provide manpower for cleaning the event area during the tournament dates.

Your assistance in expediting this matter would be greatly appreciated. Please feel free to contact me at 702-383-4751 if you need any further information regarding this event.

Best Regards,

Mike Pramshafer

Mike Pramshafer
Executive Director of Sales – Stratosphere Hotel, Casino & Tower

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AUG 9 2011
City of Las Vegs
Department of Planning

TEMPORARY COMMERCIAL PERMIT

PROMOTIONAL ACTIVITY

TCP-42764

Valid September 16, 2011 To September 27, 2011

PLANNING & DEVELOPMENT

Description of Event: **TCP-42764 - This is a request for an Outdoor Special Event (Handball/Racquetbal Tournament) consisting of 12 temporary handball/racquetball courts on property locate on the east side of Las Vegas Boulevard, approximately 450 feet south of St. Loui Avenue within the "oversized" Stratosphere Hotel parking lot area. The event will tak place from September 16, 2011 through September 27, 2011 from the hours of 7 AM to 1 AM (Midnight). Food & beverage vendors will have booths during the event to displa and market goods. Temporary restroom facilities and light and sound equipment will b utilized during the event. Private security will be provided.**

Applicant: 3 Wall Ball, Llc
Mike Coulter
3748 Lindell Road
Las Vegas, NV 89104
(702)429-6971 x

Parcel(s): 162-03-410-002 162-03-410-003
Ward(s): WARD 3 (BOB COFFIN)

THIS PERMIT IS APPROVED PURSUANT TO SECTION 19.18.100 OF THE LAS VEGAS MUNICIPAL CODE, SUBJECT TO THE FOLLOWING CONDITIONS:

See page 2 for conditions

THIS TEMPORARY COMMERCIAL PERMIT IS NOT VALID UNTIL THE FOLLOWING DEPARTMENT APPROVALS / PERMITS / LICENSES HAVE BEEN OBTAINED:

- [ ] **FIRE** ______ **(Initials)**
- [ ] **BUSINESS SERVICES** ______ **(Initials)**
- [ ] **SEWER** ______ **(Initials)**
- [ ] **TRAFFIC** ______ **(Initials)**

THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE

TEMPORARY COMMERCIAL PERMIT
PROMOTIONAL ACTIVITY
TCP-42764
Valid September 16, 2011 To September 27, 2011

PLANNING & DEVELOPMENT

1. BUSINESS HOURS SHALL BE FROM 7Am TO 12Am.
2. THIS PERMIT IS NOT A BUSINESS LICENSE.
3. THIS PERMIT IS NOT A SUBSTITUTE FOR ANY REQUIRED STATE OR LOCAL BUSINESS LICENSE OR FOR ANY REQUIRED CHARITABLE SOLICITATION PERMIT.
4. This use shall not create a nuisance to nearby properties as a result of factors such as excessive illumination, glare, noise, vibration, smoke, dust, dirt, odors, gases or heat.
5. The use shall conform to the submitted plot plan date stamped 8-9-11.
6. No combustible materials shall be located within 50 feet of any structure on, or adjacent to this site.
7. No building or structure of any type shall be erected closer than 25 feet from any property line.
8. The applicant shall display a copy of this Temporary Commercial Permit during the hours of operation.
9. Sanitation facilities must be provided in accordance with the Clark County Health District and Republic Services of Southern Nevada.
10. The applicant shall provide private security officers as required by the Las Vegas Metropolitan Police Department.
11. Any signage for this temporary commercial use must be approved and permitted by the Planning and Development Department.
12. All applicable City code requirements shall be satisfied.
13. The applicant shall be responsible for leaving the site free of debris, litter or any other evidence of occupany upon completion or removal of the use.

PLANNING SUPERVISOR SIGNATURE	DATE	PLANNING MANAGER SIGNATURE	DATE
[signature]	8-9-11		

THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE

Par, L.L.C., a Delaware limited liability company, W2007 ACEP Fifth Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Fourth Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Third Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Second Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, and the Company (the "Merger Agreement"), among other things, the parties to the Merger Agreement merged with and into the Company;

WHEREAS, pursuant to the Merger Agreement ACEP Second assigned, transferred and conveyed a 100% limited liability company interest in the Company to the Economic Members and the Economic Members were admitted to the Company as members and, immediately following such admissions, ACEP Second ceased to be a member of the Company; and

WHEREAS, the parties hereto now desire to amend and restate the Original Agreement in its entirety to reflect that the Economic Members, rather than ACEP Second, are now the Company's economic members and to continue the Company as a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in order to carry out their intent as expressed above and in consideration of the mutual agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Name. The name of the Company continued hereby is W2007 ACEP First Mezzanine A Gen-Par, L.L.C.

2. Company Purpose. (a) The Company is formed solely for the purpose of acquiring, financing, refinancing, holding, owning, selling, transferring, exchanging, managing and maintaining all of the general partner interests (the "General Partner Interest") in the Partnership, acting as the general partner of the Partnership, executing and performing the obligations of the general partner under the Partnership Agreement and transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing. Notwithstanding anything contained herein to the contrary, unless and until that certain loan in the original principal amount of three hundred and fifty million dollars ($350,000,000) (the "Loan") and evidenced by that certain Loan Agreement, dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Loan Agreement"), among Goldman Sachs Commercial Mortgage Capital, L.P., a Delaware limited partnership (together with its successors and assigns, "Lender"), Archon Group, L.P., as administrative agent, Wells Fargo Bank, N.A., as collateral agent, and American Casino & Entertainment Properties LLC, a Delaware limited liability company, Arizona Charlie's, LLC, a Nevada limited liability company, Fresca, LLC, a Nevada limited liability company, Gaming LLC, Aquarius Gaming LLC, a Nevada

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

W2007 ACEP FIRST MEZZANINE A GEN-PAR, L.L.C.

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of W2007 ACEP First Mezzanine A Gen-Par, L.L.C. (the "Company"), dated and effective as of June 25, 2009 (as amended from time to time, this "Agreement"), by and among (i) Stratosphere LLC, a Delaware limited liability company ("Stratosphere LLC"), Stratosphere Gaming LLC, a Nevada limited liability company (" Gaming LLC"), and Stratosphere Land LLC, a Delaware limited liability company ("Land LLC"), individually in their capacity as the economic members of the Company (collectively, the "Economic Members"); and (ii) Robert K. Rowell and Carolyn Danielsson individually in their capacity as the non-economic members of the Company (the "Non-Economic Members") (the Economic Members and the Non-Economic Members, and any additional or substitute members of the Company are hereinafter each referred to as a "Member" and collectively referred to as the "Members" of the Company).

RECITALS

WHEREAS, the Company was formed by W2007 ACEP Second Mezzanine A Borrower, L.P., a Delaware limited partnership ("ACEP Second"), as its sole economic member, and Robert K. Powell and Carolyn Danielsson, as its non-economic members (together with ACEP Second, the "Original Members")pursuant to the statutes and laws of the State of Delaware relating to limited liability companies, including, without limitation, the Delaware Limited Liability Company Act (6 Del. C. Section 18-101, et seq.), as amended from time to time (the "Act"), by (i) the filing of a Certificate of Formation of the Company, dated as of February 7, 2008, in the Office of the Secretary of State of the State of Delaware on February 7, 2008 (the "Certificate of Formation") and (ii) the execution of that certain Limited Liability Company Agreement dated of February 20, 2008 (the "Original Agreement");

WHEREAS, the Company is the sole general partner of W2007 ACEP First Mezzanine A Borrower, L.P., a Delaware limited partnership (the "Partnership"), pursuant to the terms of the Amended and Restated Limited Partnership Agreement of the Partnership, dated and effective as of the date hereof (as amended from time to time, the "Partnership Agreement");

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of the date hereof, between W2007 ACEP Ninth Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Eighth Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Seventh Mezzanine A Gen-Par, L.L.C., a Delaware limited liability company, W2007 ACEP Sixth Mezzanine A Genlimited liability company, the Partnership, the Company, W2007 ACEP First Mezzanine B Borrower, L.P., a Delaware limited partnership, W2007 Aquarius Propco, L.P., a Delaware limited partnership, W2007 Stratosphere Propco, L.P., a Delaware limited partnership, W2007 Stratosphere Land Propco, L.P., a Delaware limited partnership, W2007 Arizona Charlie's Propco, L.P., a Delaware limited partnership, and W2007 Fresca Propco, L.P., a Delaware limited partnership, as borrowers, is no longer outstanding, or unless otherwise approved in writing by Lender or Administrative Agent (as directed by the Required Lenders), the Company shall not engage in any business, and it shall have no purpose, unrelated to that described in the first sentence of this Section 2(a) and shall not acquire any real property or own assets other than such assets and interests as are necessary or desirable and are not prohibited by the terms of the Loan Agreement for the Company to own in conjunction with carrying out the purposes of the Company. Except to the extent permitted in the Loan Agreement, the Company shall not engage in any business other than the acquisition, financing, refinancing, holding, ownership, sale, transferring, exchanging, management and maintenance of the General Partner Interest.

(b) The Company, any Economic Member, any Manager (as defined hereinafter) or any Officer (as defined hereinafter) on behalf of the Company, are hereby authorized to execute, deliver and perform its obligations under all the organizational documents of the Partnership (any such actions taken prior to the date hereof are hereby ratified and confirmed in all respects) and to cause the Partnership to enter into, execute, deliver and perform its obligations under the agreements set forth in Exhibit A attached to the Partnership Agreement and any and all other documents, instruments, contracts, papers, certificates, guaranties, indemnities or agreements necessary, appropriate or desirable to effect, consummate or facilitate the transactions and arrangements contemplated by the Loan Agreement (including, without limitation, financing statements) (the "Loan Documents") without any further act, vote or approval of any Person (as defined herein), notwithstanding any other provision of this Agreement to the contrary. The foregoing authorization shall not be deemed a restriction on the power of any Economic Member or any Manager or any Officer to enter into other agreements on behalf of the Company in accordance with the terms of this Agreement and the Loan Agreement.

(c) Authorized Persons. Alan Kava was an "authorized person" within the meaning of the Act, for the purposes of delivering and filing the Certificate of Formation with the Secretary of State of the State of Delaware. Each of the Economic Member, Steven Angel, Adam Brooks, Elizabeth Burban, Anthony Cacioppo, Brahm Cramer, Jerome Karr, Alan Kava, Jonathan Langer, Roy Lapidus, Josephine Scesney, Lauren Wainwright and Peter Weidman is hereby designated as an "authorized person" within the meaning of the Act and any one of such authorized persons is hereby authorized and shall execute, deliver and file any other certificates or documents (and any amendments and/or restatements thereof) on behalf of the Company, including, but not limited to, those that are necessary for the appointment and engagement of the individuals acting as the Non-Economic Members. The existence of the Company as a separate legal

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Company Agreement as of the date first above written.

ECONOMIC MEMBERS:

STRATOSPHERE LLC, a Delaware limited liability company

By: American Casino & Entertainment Properties LLC, a Delaware limited liability company, its sole economic member

By: ______________________
Name: Oleg Yablonovskiy
Title: Authorized Signatory

STRATOSPHERE GAMING LLC, a Nevada limited liability company

By: Stratosphere LLC, a Delaware limited liability company, its sole economic member

By: American Casino & Entertainment Properties LLC, a Delaware limited liability company, its sole economic member

By: ______________________
Name: Oleg Yablonovskiy
Title: Authorized Signatory

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[Signatures continue on next page]

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Exhibit B

Managers

Brahm S. Cramer
Heather Allsop
Steven Angel
Zachary Bornstein
Adam J. Brooks
Elizabeth M. Burban
Anthony J. Cacioppo
Guillaume Cassou
Eniela Cruickshank
Jean A. De Pourtales
Jeffrey M. Fine
James R. Garman
James D. Geiger
Rachel Gonzalez
Benoit Herault
Deborah L. Hudspeth
Jerome S. Karr
Alan S. Kava
Jonathan A. Langer
Roy I. Lapidus
Jonathan Lurie
Kathleen T. McCarthy
Penny A. McSpadden
Veronique Menard
Richard Powers
Chhaya P. Prasad
Stefano Questa
Mark G. Riemann
Josephine Scesney
James C. Seppala
Edward M. Siskind
Robert C. Springer
Patrick Sweeney
Patrick M. Tribolet
Lauren L. Wainwright
Michael M. Watts
Peter A. Weidman
Mitchell S. Weiss
Aaron D. Wetherill
Todd A. Williams
Oleg Yablonovskiy