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An Ohio Limited Liability Partnership

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REPLY TO:
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December 26, 2006

City of Richmond
Richmond, California

Re: *Municipal Services Agreement*

Ladies and Gentlemen:

We have acted as special counsel to the Scotts Valley Band of Pomo Indians, a federally recognized Indian tribe (the "Tribe"), in connection with the negotiation, authorization, execution and delivery of a Municipal Services Agreement dated as of December 27, 2006 between the City of Richmond, California (the "City") and the Tribe (the "Agreement" or "MSA"). This opinion letter is being provided to you at the request of the Tribe and as condition to the City entering into the Agreement.

For purposes of the opinions set forth in this letter, we have reviewed the following:

1. The Agreement;
2. The Constitution of the Scotts Valley Band of Pomo Indians of the Sugar Bowl Reservation, as revised and approved by the qualified voters of the Tribe on September 24, 1994 (the "Constitution");
3. Tribal Council Resolution No. 19-06 adopted by the Tribal Council at a regular meeting of the Tribal Council on November 4, 2006 ("Tribal Council Authorizing Resolution");
4. General Council Resolution No. 23-06 adopted by the General Council at a special meeting of the General Council on December 9, 2006 ("General Council Authorizing Resolution");
5. 25 U.S.C. §§ 2701- 2721 and regulations of the National Indian Gaming Commission promulgated thereunder (as presently in effect, collectively "IGRA"); and
6. 25 U.S. C. § 81, as amended to date.

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In addition, we have examined such other laws, have made such legal and factual examinations and have made such inquiries and examined such other documents, proceedings and certificates of the Tribe as deemed necessary or appropriate as a basis for the opinions set forth in this letter.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. We have also assumed that the City has the power and authority to execute, deliver and perform its obligations under the MSA and that it has taken all necessary action to authorize and has executed and delivered the MSA. We have also assumed that the Agreement has not been modified in any way by any oral agreement, written document or course of conduct and that the Agreement contains the entire agreement of the parties with respect to the matters covered, and there are no other agreements between the parties contrary to or not contained in the Agreement.

We note that we are not general counsel to the Tribe and have been engaged only to serve as special counsel to the Tribe in connection with the development of the Project and certain related matters. We are not attorneys admitted to practice in the courts of the Tribe, nor are we licensed, certified or qualified in matters of the Tribe's laws generally. Our opinion is limited in its entirety to matters of the Tribe's law and applicable federal law in effect on the date hereof.

Based on the foregoing, and in reliance thereon and subject to the qualifications and exceptions stated herein, we are of the opinion as of the date hereof that:

1. The Tribe is a federally recognized Indian tribe.
2. The Tribal Council is the governing body of the Tribe.
3. The Tribe, acting through the Tribal Council, has full power and authority to enter into the Agreement, and to perform its obligations thereunder.
4. The Tribal Council Authorizing Resolution and the General Council Authorizing Resolution (collectively, the "Resolutions") have been validly adopted by the Tribal Council and the General Council, respectively, and are in full force and effect, without any amendment or repeal thereof since of the date of such action. No action to cause the amendment or repeal of all or any part of the Resolutions is pending or, to our knowledge, threatened or proposed by any person with the power to cause or initiate a proceeding to cause such amendment or repeal.
5. The Agreement has been duly executed and delivered by the Tribe and constitutes a valid and binding obligation of the Tribe, enforceable against the Tribe in accordance with its terms, subject to (i) bankruptcy, insolvency, fraudulent transfer or conveyance, reorganization, arrangement, moratorium or other laws relating to or affecting creditors' rights or remedies; (ii) the application of equitable principles; (iii) the exercise of discretion by a court, arbitration panel or governmental agency; and (iv) law or principles of public policy concerning, affecting or limiting the enforcement of rights

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or remedies against sovereign entities such as the Tribe or within the area of its territorial sovereignty (other than the waiver of immunity, rights and agreements discussed in numbered opinion 6 below)

6. The limited waiver of sovereign immunity, waiver of rights to tribal court and other tribal forums, agreements to arbitrate, selection of judicial forums and choice of law provisions contained in the Agreement are valid and binding obligations of the Tribe.

7. No further consent, approval or filing, which has not been obtained or made, is required as a condition to the validity of the obligations of the Tribe under the Agreement.

8. Neither the Tribal Council nor the General Council, through initiative, referendum or otherwise, may take action in the future to void, cancel, abrogate, modify or amend the obligations of the Tribe under the Agreement or to impair any of the rights granted to the City by the Tribe pursuant to the Agreement.

This opinion is based on an analysis of existing law and is provided to you as a legal opinion only, and not as a guaranty or warranty of the matters discussed herein. Our opinion is limited to the matters expressly stated, and no other opinion may be implied or inferred. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. In giving this opinion, it is expressly understood that no attorney-client relationship is being created with the City, and nothing in this opinion shall be deemed to constitute a waiver of the attorney-client privilege between our firm and the Tribe. This opinion may be relied upon only by you and solely for purposes of the MSA; provided, that no person may rely on any portion of this opinion which such person knows to be incorrect. This opinion may not be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person.

Very truly yours,

FILZER GRUTTADAURIO STRICKLAND, P.L.L.



PAUL N. FILZER