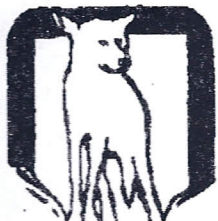


JUL-25-2003 14:53 FROM:BLM BARSTOW
04/06/01 10:01 FAX 9098408304

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PAGE 02



Los Coyotes Band of Indians



P.O Box 189 • Warner Springs, CA 92086
(760) 782-0711 • Fax (760) 782-2701



April 6, 2001

Dear Mr. DeLorean:

The Los coyotes band of Indians a Federally recognized Tribe, as defined by 25 U.S.C. & 2703(4)(A), "Indian Lands", has followed the progress of the Costanoan Rumsen Carmel Tribe, and their efforts to become a federally recognized tribe. Because of their diligent effort The Los Coyotes Band of Indians is interested in forming a partnership with the Costanoan Carmel Rumsen Tribe. The purpose of this partnership would be to facilitate the implementation of a Tribal State Gaming Compact between our two sovereignties and the state of California. The terms of the contract are to be worked out at a later date.

The Los Coyotes Band of Indians, is proud to be able to take part in this historic event, our hope is that between our two nations we will be able to develop economic stability for our people and for our children. We appreciate all of the work to that Chairman Certa has accomplished on behalf of his people, and we would also like to thank Mr. DeLorean for all of his efforts in arranging this opportunity.

Sincerely,

Catherine Saubel, Chairman
Los Coyotes Band of Indians

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PAGE 03

Seneca Mortgage and Financial Services Inc.

3412 Rockville Rd. suite 163-D
Indianapolis Indiana 46237

Michelle R. Alger - Non-Conforming Loan Officer
Harold L. Alger II - Non-conforming Lending Specialist

(317) 240-1060 Office

(317) 381-8107 Fax

Date: 11/5/02

Time: 9:52 am

Phone Number: 1-818-558-1652 ext 2

To: Davis, Tracy, Kevin 909-540-0119
(909-522-3542)

From: Harold Alger 317-240-1060 B
301-0107 B

RE Barstow

Urgent For Review Please Comment Please Reply Please Reply

Comments:

Confirmation Time For Fax _____
By Harold Alger

4 Pages including cover page
PLEASE CALL NUMBER ABOVE IF ALL PAGES ARE NOT RECEIVED.
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Faxed at: 12:13 p - Dan

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AMENDMENT TO JOINT VENTURE AGREEMENT

Amendment dated as of November 8, 2002 ("Amendment") to the Agreement dated April 22, 2001 ("Agreement") by and among Harris, Delorean, Sawyer & Smith ("HDSS"), Costanoan Rumsen Carmel Indian Tribe ("CRCIT"), and Los Coyotes Band of Indians ("LCBI").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. The first sentence of the first paragraph of Paragraph 15 of the Agreement shall be amended to provide as follows:

The initial term of the Agreement shall be five (5) years commencing on November 8, 2002, and may be extended upon exercise of an option for an additional two (2) years.

2. Paragraph 8(a) of the Agreement shall be amended as follows:

In line 1, delete "30%" and insert "20%" and in line 2, delete "10%" and insert "20%".

3. Paragraph 8(c) of the Agreement shall be amended as follows:

In line 3, delete "CRCIT 60%" and insert "CRCIT 30% and LCBI 30%".

4. Paragraph 8(f) of the Agreement shall be amended as follows:

In line 2, after "the right to start gaming" delete the remainder of the sentence and insert "LCBI and CRCIT will be equal partners for the life of the casino".

5. Except as modified herein, the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment to be effective as of the day and year first written above.

HARRIS, DELOREAN, SAWYER & SMITH:

By: [Signature]
Its: _____

Dated: 11/8/02

COSTANOAN RUMSEN CARMEL INDIAN TRIBE

By: [Signature]
Its: _____

Dated: 11/25/02

LOS COYOTES BAND OF INDIANS

By: [Signature]
Its: _____

Dated: 11-10-02

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PAGE 05**CONFIDENTIAL**

**JOINT VENTURE AGREEMENT
BETWEEN
HARRIS-DELOREAN-SAWYER & SMITH
AND
COSTANOAN RUMSEN CARMEL TRIBE
AND
LOS COYOTES BAND OF INDIANS**

THIS AGREEMENT is entered into this 1 day of November, 2002 by and between HARRIS, DELOREAN, SAWYER and SMITH (HDSS), COSTANOAN RUMSEN CARMEL INDIAN TRIBE (CRCIT) and LOS COYOTES BAND OF INDIANS (LCBI) the following parties:

WHEREAS, HDSS has the expertise, contacts and financial resources to assist the CRCIT and LCBI in the various projects and to further assist CRCIT in obtaining its federal recognition as an Native American Indian tribe;

WHEREAS, LCBI is a Federally recognized Tribe, as defined by 25 U.S.C. &2703(4)(A), duly sanctioned under the laws of the United States and those of its Tribal counsel;

WHEREAS, CRCIT is in the process of obtaining federal status as an Native American Indian Tribe, and is a 501(3) c nonprofit corporation;

WHEREAS CRCIT and LCBI have collectively joined together its resources for the purpose of completing its various projects;

WHEREAS, HDSS, CRCIT and LCBI wish to jointly develop the projects by entering into this joint venture agreement. This joint venture agreement will further serve as a master agreement for implementation of other projects as they may be defined from time to time;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements made herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereto agree and represent as follows:

1. DEFINITIONS

As used herein, the following terms have the following meanings:

"Projects" means, but shall not be limited to a tree farm, drinking water project, purchase of real property, casino, operation of casino, golf courses, hotels, Indian Trading Post, gas station, housing projects and other related projects as may be defined by way of amendment to this Joint Venture Agreement.

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PAGE 07**CONFIDENTIAL****4. EXCLUSIVE AGREEMENT**

CRCIT shall provide to HDSS for the term of this Joint Venture Agreement the exclusive rights to act as the Managing Partner. In consideration of retaining the exclusive rights under this Joint Venture Agreement with CRCIT for the term of this Agreements, HDSS agrees to advance to CRCIT the sum of \$100,000.00. This sum will be credited against the profits derived from the Projects to CRCIT on a pro rata basis to be determined between the parties. In the event that the Projects are not consummated then the \$100,000.00 will be considered non-refundable.

5. DUTIES AND OBLIGATIONS OF CRCIT AND LCBI

CRCIT and LCBI shall be responsible for performing the following:

- Transfer to HDSS all information, and, data to complete the Action Plan and the projects described therein.
- Provide such reasonable and necessary services and support on a mutually agreeable basis for the implementation of the Action Plan and the Projects.
- CRCIT and LCBI shall have and participate, with one member from each group, including one member from the managing partner, on a management (advisory) committee that shall provide governance over the Joint Venture and provide direction to the Managing Partner as is required. This Managing Committee shall also resolve all disputes between the Parties and such resolution shall be binding between the Parties.

6. DUTIES AND RESPONSIBILITIES OF HDSS

HDSS shall be responsible for performing the following:

- Prepare an Action Plan for the Joint Venture Agreement, which such Action Plan shall describe a summary of the Projects, its objectives and goals, and a Rough Order of Magnitude of Cost.
- HDSS will bear the cost of development and marketing of the Projects, as required to fully implement the Projects
- HDSS will secure the necessary financing for the completion of the projects, subject to the approval of CRCIT and LCBI.
- HDSS will hold harmless and agree to indemnify CRCIT and LCBI for any and all acts by HDSS, its agents, employees and assigns, in regard to the Project. The Agency into which the Assets are to be submitted or warehoused shall issue a

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PAGE 08**CONFIDENTIAL**

Safekeeping Receipt, acknowledging the receipt of the Assets in such detail and description, as required. Such receipt shall be in the name of the Parties.

7. EXECUTION OF DOCUMENTS

The Parties have the exclusive right to execute contracts and any documents (e.g. opening of Bank accounts) pertaining to this Agreement. All documents with any governmental agency shall require the prior written approval of the Principal Partner prior to its execution. Insofar as legal documents are concerned the Parties may delegate to their respective Legal Counsels or their assigns to sign on their behalf.

8. DIVISION OF PROFITS

HDSS, CRCIT and LCBI will share in the Net Profits of the Projects as follows:

- a. HDSS will receive 60% of the Net Profits and CRCIT will receive 20% and LCBI will receive 20% for the first five years of the Projects.
- b. HDSS shall have an option to extend the profit sharing arrangement for a period of two years after the end of the first five years. HDSS shall provide to CRCIT at least one (1) year notice prior to the exercise of the option.
- c. After the completion of the option period, or, if HDSS does not exercise the option, after completion of the first five (5) years, the net profits shall be shared LCBI 20% CRCIT 20% and HDSS 60% for the term of this Joint Venture Agreement.
- d. HDSS agrees to purchase for LCBI land in San Diego County (Warner Springs) CA
- e. HDSS will buy the option on the property once the casino has been approved, HDSS will purchase (Warner Springs) once ground has been broken for the casino development. HDSS will give the property (Warner Springs) to LCBI upon completion of casino.
- f. LCBI agrees at the end of the Joint Venture Agreement LCBI 10% will be reduced to 2% at the end of that Term. CRCIT agrees to give LCBI 2% for the life of the casino.

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PAGE 09**CONFIDENTIAL****9. NOTICES**

Any notices given hereunder by either party to the other party may be effected in writing by registered or certified mail return receipt requested, by recognized couriers, or by facsimile to the coordinates of the respective parties. The Parties hereby agree that facsimile copies of documents related to the Agreement are as legal as originals. Notices on change of address should be given as soon as possible but no later than ten (10) days after such change has occurred.

10. TAXES, DUTIES, FEES

Neither party makes representations regarding the tax consequences, if any, resulting from the Joint Venture Agreement herein. The Parties agree that they, individually and separately, accept liability of any taxes, imposts, levies or any assessments of any kind that may be applicable to this Agreement.

11. LEGAL JURISDICTION

This Agreement shall be interpreted under the laws of the State of California and the laws of the national Indian gaming commission these laws shall govern the construction, interpretation, validity, enforceability, performance and say in such matters with respect to this Agreement.

A. SOVEREIGNTY

LCBI and CRCIT in no way waives its Right of Sovereignty for any purpose or condition, and this Joint Venture Agreement is enacted under the express sovereign authority exercised by LCBI and CRCIT in a Government to Government relationship.

12. INDEMNIFICATION

The Parties, including its agents, employees, representatives and attorneys are not liable to the owners or to one another for any loss or damage suffered arising directly or indirectly out of any error of judgment or oversight or mistake of law on the part of the Parties, made or committed in good faith in the performance of the duties and obligation stated herein. The Managing Partner shall not, in the absence of gross negligence or willful default, be responsible for any loss or damage, which the Principal Partner or the owners may sustain or suffer as the result or in the course of the discharge of his duties hereunder.

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Page 1 of 2

Dean Delorean

From: <KEVIN52757@aol.com>
To: <DELOREANPRODUCTIONS@prodigy.net>; <Rumeean@aol.com>
Sent: Tuesday, April 10, 2001 2:10 PM
Subject: (no subject)

Tribal Resolution#

Authorizing and ratifying a Tribal-State Gaming Compact between the Los
Coyotes Band of

Indians, and the State of California.

RE: Authorization for Tribal Chairperson Catherine Saubel to sign a
Tribal-State Gaming

Compact between the State of California and the Los Coyotes Band of Indians
pursuant to the

Indian Gaming Regulatory Act, 25 U.S.C. 2700 et seq. (IGRA) and ratification
of the Compact

by the Los Coyotes Band of Indians General Council.

WHEREAS, The Los Coyotes Band of Indians is a federally recognized American
Indian Tribe.

Recognized by the United States Secretary of the Interior as having
jurisdiction over Indian

Lands in California which are eligible for gaming under the IGRA; and

WHEREAS, The Los Coyotes Band of Indians wishes to enter into a Gaming Compact
with the

State of California pursuant to the IGRA, and

WHEREAS, The Los Coyotes Band of Indians General Council is the governing body
of the

Tribe pursuant to and in accordance with the Los Coyotes Band of Indians
customs and

traditions:

NOW, THEREFORE BE IT RESOLVED: That the Los Coyotes Band of Indians, General

Council, authorizes Tribal Chairwoman Catherine Saubel to sign and accept the
Gaming

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Compact offered by the State of California, through Governor Davis, on this day _____

and to act as signatory on behalf of the Tribe.

BE IT FURTHER RESOLVED. That the Los Coyotes Band of Indians, ratifies the signature of

Tribal chairwomen Catherine Seubel, and accepts the Compeccidated _____, and

agree to be bound by its terms and conditions.

CERTIFICATION

At a duly called General Council meeting of the Los Coyotes Band of Indians, in which a

quorum was present and was held on the Los Coyotes Reservation on _____ The

vote was _____ for _____ against _____ abstaining.

Adult members present _____

Spokeswoman

Witness

s by,

Committee Members

