

AGREEMENT FOR CONVEYANCE OF PROPERTY

JUN 21 2010

This Agreement is made as of June 19, 2010 by and between SEMINOLE SV ENTERTAINMENT, LLC, a Florida limited liability company ("Developer") and NSV DEVELOPMENT, LLC, a Florida limited liability company ("NSV"). All capitalized terms used but not otherwise defined in this Agreement shall have the meanings given such terms in the Development Agreement dated as of June 19, 2010 (the "Development Agreement") by and between the Developer and the Scotts Valley Band of Pomo Indians, a Federally recognized Indian Tribe (the "Tribe").

WHEREAS, Developer has entered into a Development Agreement with The Scotts Valley Band of Pomo Indians regarding the acquisition and development of four (4) parcels of real property consisting of approximately 30 acres and located in Contra Costa County, California; known as (i) 177 Parr Avenue, (ii) 81 Parr Avenue, (iii) 2701 Goodrick Avenue, and (iv) 155 Parr Avenue ("Property") (the legal description of each of the four (4) parcels comprising the Property are attached hereto and incorporated herein as Exhibit A); and

WHEREAS, NSV previously acquired the Property as reflected on the four (4) Grant Deeds attached hereto as Composite Exhibit B; and

WHEREAS, Section 1.8.2 of the Development Agreement provides that "Developer expressly and explicitly warrants and represent to the Tribe that within thirty (30) days after the Effective Date, Developer shall convey, or shall cause NSV to convey, title to the Property directly to the United States in trust for the benefit of the Tribe, free and clear of all liens and encumbrances other than those permitted under *The Standards for the Preparation of Title Evidence in Land Acquisitions by the United States*, published by the United States Department of Justice. Notwithstanding any term or provision of this Agreement, the Loan Agreement or the Management Agreement to the contrary, Developer shall have no obligation to convey the Property to the United States if any Event of Default committed by the Tribe remains uncured pursuant to the terms and conditions and provisions of Section 11.1 hereof."; and

WHEREAS, subject to the terms and conditions of this Agreement and the Development Agreement, NSV agrees to convey the Property as specified above; and

NOW THEREFORE, in consideration of the mutual agreement of the terms and conditions contained herein, and other good and valuable consideration, receipt and sufficiency of which are expressly acknowledged, Developer and NSV agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof for all purposes.
2. Conveyance. Upon written notification by Developer that all terms and conditions precedent set forth in the Development Agreement have been satisfied thereby requiring the conveyance of the Property, and upon receipt of payment described below, NSV shall convey title to the Property directly to the United States in trust for the benefit of the Tribe, free and clear of all liens and encumbrances other than those permitted under *The Standards for*

the Preparation of Title Evidence in Land Acquisitions by the United States, published by the United States Department of Justice. Such conveyance shall be delivered in a form acceptable by the United States Department of Interior.

3. Payment. Upon satisfaction of all terms and conditions precedent set forth in the Development Agreement requiring the conveyance of the Property in consideration for the conveyance of the Property to the United States in trust for the benefit of the Tribe, Developer shall provide written notice to NSV and shall pay to NSV the amount of [] in immediately available funds (the "Purchase Price"); provided, however, that in the event that [] or his Affiliates do not hold an economic interest in the Developer at the time of such conveyance, the Purchase Price shall be equal to [] of the FMV as calculated pursuant to Section 10.2(iv)(C) of the Amended and Restated Operating Agreement of the Developer dated as of June 19, 2010. b4 b6

4. Termination. In the event that the Development Agreement is terminated prior to the conveyance of the Property to the United States in trust for the Tribe in any of the circumstances described in Section 1.8.3 of the Development Agreement, this Agreement shall be null and void.

5. Conveyance Date. The conveyance shall be made within thirty (30) days of the Effective Date as such Effective Date is defined in the Development Agreement.

6. Cooperation; Consents, Further Assurances. The parties agree to mutually and reasonably cooperate with one another in fulfilling the intent and purpose of this Agreement. Any decision specified herein which is to be made jointly, or by mutual agreement, shall impose upon the parties an obligation to act in a commercially reasonable manner. Any obligation specified herein which is to be undertaken by any party shall be performed in a commercially reasonable manner and with reasonable diligence. Any consent or approval required of either party hereunder shall not be unreasonably withheld, delayed or conditioned, and shall be deemed given if not otherwise specified by written notice to the party requesting same, delivered on or before the date specified for such consent or approval to be given. The parties agree to execute such further documents and provide such further assurances as may be reasonably necessary for the purpose of fulfilling the intent and purpose of this Agreement.

7. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof, and this Agreement shall only be modified or amended by written agreement duly executed by both parties.

8. General Provisions. The following general provisions shall apply to all of the terms and provisions set forth in this Agreement.

A. Agreement Binding; Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to this Agreement and their respective assigns and successors-in-interest and/or title.

B. Indemnification. Each party agrees to indemnify, defend and hold the other parties, its partners, officers, directors, shareholders, members and employees, harmless from and against any and all claim, loss, damage or expense, including

reasonable attorneys' fees and costs, incurred as a result of or arising out of the activities of the indemnifying party, its agents, contractors, licensees and/or employees with respect to the matters which are the subject of this Agreement.

C. Costs and Expenses. The parties understand and acknowledge that, as between Developer and NSV, NSV shall be responsible for all costs and expenses relating to the purchase and sale of the Property, including the repayment of all debt on the Property upon the sale of the Property, and Developer shall be responsible for all operating expenses relating to the Property, including property taxes, insurance premiums and maintenance expenses.

D. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or transmitted electronically (e.g., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

If to Developer:

Seminole SV Entertainment, LLC

Telephone: () _____

Facsimile: () _____

If to NSV:

NSV Development, LLC

1551 Sandspur Road

Maitland, Florida 32751

Attention:

Telephone: () _____

Facsimile: () _____

E. Captions and Applicable Law. The paragraph and subparagraph captions included herein are for reference only and should not be used in construing any of the terms hereof. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of Florida, except with respect to the law governing the conveyance of the Property, which shall be in accordance with the laws of the State of California.

F. Enforcement and Remedies. If either party hereto, or any of their respective successors and assigns, shall violate or attempt to violate any of the provisions of this Agreement, it shall be lawful for the party benefited by such provisions (1) to

prosecute proceedings for the recovery of damages against the party violating or attempting to violate the same, or (2) to maintain a proceeding in any court of competent jurisdiction for declaratory relief, specific performance and/or mandatory and/or injunctive relief compelling performance of the provisions of this Agreement and/or the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law. The failure to enforce any terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach of violation occurring prior to or subsequent thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

SEMINOLE SV ENTERTAINMENT, LLC,
a Florida limited liability company

By: Seminole California Management, LLC
a Florida limited liability company,
its Manager

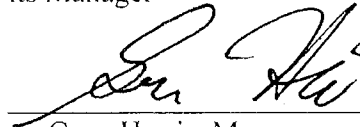
By: _____
Name: Jim Shore
Title: Manager

NSV DEVELOPMENT, LLC,
a Florida limited liability company

By: NORAM Equities, Ltd.,
a Florida limited partnership,
its Member

By: NORAM, LLC,
a Florida limited liability company,
its Manager

By: NG Services, LLC,
a Florida limited liability company,
its Manager

By: 

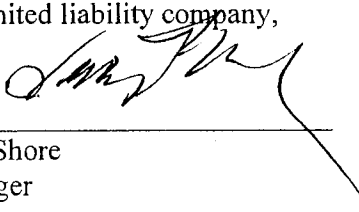
Gene Harris, Manager

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

SEMINOLE SV ENTERTAINMENT, LLC,
a Florida limited liability company

By: Seminole California Management, LLC
a Florida limited liability company,
its Manager

By: _____
Name: Jim Shore
Title: Manager



NSV DEVELOPMENT, LLC,
a Florida limited liability company

By: NORAM Equities, Ltd.,
a Florida limited partnership,
its Member

By: NORAM, LLC,
a Florida limited liability company,
its Manager

By: NG Services, LLC,
a Florida limited liability company,
its Manager

By: _____
Gene Harris, Manager

OPTION AGREEMENT

JUN 21 2010

This **OPTION AGREEMENT** (this "Agreement") is made and entered into as of this 19th day of June, 2010, by and among NSV Development, LLC, a Florida limited liability company ("NSV"), AHG Group, LLC, a Florida limited liability company ("AHG"), and The Scotts Valley Tribe of Pomo Indians, a federally recognized Indian tribe (the "Tribe"). NSV, AHG and the Tribe are at times hereinafter referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Seminole SV Entertainment, LLC ("Developer") has entered into a Development Agreement dated as of June 19, 2010 (the "Development Agreement") with the Tribe regarding the acquisition and development of four (4) parcels of real property consisting of approximately 30 acres and located in Contra Costa County, California; known as (i) 177 Parr Avenue, (ii) 81 Parr Avenue, (iii) 2701 Goodrick Avenue, and (iv) 155 Parr Avenue ("Property") (the legal description of each of the four (4) parcels comprising the Property are attached hereto and incorporated herein as Exhibit A); and

WHEREAS, NSV is wholly owned by AHG; and

WHEREAS, NSV previously acquired the Property; and

WHEREAS, in the event that the Development Agreement is terminated, the Tribe has requested that NSV grant, and NSV has agreed to grant to the Tribe, an option to purchase the Property, on the terms and conditions set forth in this Agreement.

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

1. Grant of Option. Subject to the terms and conditions and in consideration of the agreements set forth herein and the amount of [] now paid by the Tribe to NSV and for such additional consideration set forth in this Agreement, NSV hereby grants to the Tribe or its nominee the exclusive option to purchase, in a single transaction (the "Option"), all, but not less than all, of the Property, which shall be deemed to include any and all rights appurtenant to the Property, upon the terms and conditions set forth herein.

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2. Term of Option; Certain Definitions; Notice.

(a) Commencement of Term. The term during which the Option may be exercised by the Tribe (the "Term") shall commence on the deemed occurrence of a Commencement Event, as defined below.

(i) "AHG" shall mean AHG and any of its affiliates.

(ii) A "Commencement Event" shall be deemed to occur at the time that the Development Agreement is terminated as the result of Developer's failure to make a Required Payment in accordance with the terms and conditions of the Development Agreement. If the Development Agreement is terminated for reasons other than Developer's failure to make a Required Payment in accordance with the terms and conditions of the Development Agreement, the Commencement Date shall be deemed to have occurred eighteen (18) months prior to the date of such termination, but not earlier than the date of this Agreement. Notwithstanding the foregoing, if the Development Agreement is terminated solely because of an Event of Default by the Tribe, the Option shall lapse.

(iii) "Funding Default" shall mean the failure of both AHG and Developer to timely make any Required Payment (as defined below) in accordance with the terms and conditions set forth in that certain letter agreement dated June 19, 2010 from [] to the Tribe, which failure occurs before the later to occur of (x) December 31, 2010, or (y) sixty (60) days after AHG delivers notice to the Tribe that AHG will cease funding Required Payments on behalf of Developer. b6

(iv) "Funding Termination" shall mean any failure by AHG to timely make on behalf of Developer any Required Payment, which failure is not a Funding Default, or any failure by Developer to timely make a Required Payment in accordance with the term and conditions of the Development Agreement, including any cure provision.

(v) "Required Payment" shall mean any payment or loan required to be made by the Developer to the Tribe pursuant to the terms of the Development Agreement, including any that would be included in the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note and the Tribal Member Note (collectively, the "Tribal Notes").

(b) Notice. The Tribe shall give NSV and AHG a copy of any notice given by the Tribe to the Developer that relates in any way to the funding of a Required Payment.

(c) Duration of Term. Subject to the provisions of this Agreement, the Term of the Option shall be for a period of three (3) years from the Option Commencement Date (with no additional payments required by the Tribe prior to exercise of the Option).

(d) Expiration of Option. Notwithstanding anything in this Agreement to the contrary, the Option granted in this Agreement shall terminate and expire immediately prior to the acquisition of the Property by the United States in trust for the benefit of the Tribe for the purpose of gaming.

(e) Exercise. The Option shall be exercised, if at all, by written notice of exercise given to NSV prior to the expiration of the Term of the Option.

3. Purchase Price. The purchase price (the "Purchase Price") to be paid by the Tribe to NSV for the Property pursuant to the exercise of the Option granted hereunder shall be as follows:

(a) Funding Default. If a Funding Default has occurred before the termination of the Development Agreement, the Purchase Price shall be an amount equal to [] less the sum of (i) [] multiplied by the number of months remaining in 2010 following the date of the Funding Default, plus (ii) sum of [] multiplied by the number of months (if any, and not to exceed two) as to which the required sixty (60) days notice was not given. Proration shall be made for partial months. 64

(b) Funding Termination. If a Funding Default has not occurred before the termination of the Development Agreement, the Purchase Price shall be an amount equal to the sum of (x) [] plus (y) the sum of all Required Payments funded by AHG from and after May 1, 2010.

(c) Contingent Consideration. In the event that the Tribe exercises the Option granted hereunder and the Property is subsequently or contemporaneously acquired by the United States in trust for the benefit of the Tribe for the purpose of gaming or otherwise authorized for the purposes of gaming (as defined in the Development Agreement) ("Land in Trust"), the Tribe shall pay to NSV, no later than ninety (90) days following the date of Land in Trust, an additional amount equal to [] (the "Contingent Consideration"). Upon the payment in full of the Contingent Consideration, all amounts owing to AHG or its affiliates by the Tribe under the Tribal Notes shall automatically be forgiven.

4. Closing; Payment.

(a) Closing. The closing ("Closing") of any purchase and sale of the Property pursuant to the exercise of the Option granted hereunder shall take place within ninety (90) days following the date on which the Tribe exercises the Option, through escrow with First American Title Company (or other mutually agreed title company) at its office in or near Contra Costa County in such manner is typical of real estate transactions in such county. At the Closing, the Tribe shall pay the Purchase Price to NSV in immediately available funds.

(b) Conveyance. Upon the Closing, NSV shall convey fee simple title to the Property, including appurtenant rights, to the Tribe by grant deed, and shall satisfy, and cause the release of all monetary encumbrances against the Property (unless such encumbrances were caused by or arose under Tribe or its designee), including but not limited to, encumbrances evidenced by deeds of trust, tax liens, judgments, mechanic's liens or similar evidences of indebtedness. The Property shall otherwise be conveyed subject only to such exceptions to title, consents, restrictions and reservations of record as were existing as of the date that NSV acquired the Property, except for the lien of current taxes, which shall be subject to the proration provision of this Agreement.

(c) Closing Expenses; Prorations. All closing costs relating to the purchase and sale of the Property shall be paid by the Tribe, including but not limited to the premium for any owner's title insurance desired by the Tribe, except that recording fees and transfer taxes shall be prorated in conformance to custom and practice in Contra Costa County, California.

5. NSV Representations. NSV and AHG (as to NSV) hereby represent and warrant to the Tribe as follows: (i) NSV has full power and authority to execute and deliver this Agreement, (ii) NSV will have full power and authority to transfer and sell the Property upon the exercise of the Option and to perform all obligations required of it in connection with the exercise of the Option, (iii) this Agreement constitutes the legal, valid and binding obligation of NSV, enforceable against NSV in accordance with its terms, except to the extent the Tribe itself is in default hereunder, and (iv) NSV can and will convey title to the Property as required by Section 4(b) above.

6. Cooperation; Further Assurances. The Parties agree to mutually and reasonably cooperate with one another in fulfilling the intent and purpose of this Agreement, including but not limited to taking such other action as may be necessary and appropriate to prevent any disposition of the Property in a manner inconsistent with the Option granted herein and to secure the rights of NSV to receive the Contingent Payment in accordance with the terms hereof. Any decision specified herein which is to be made jointly, or by mutual agreement, shall impose upon the parties an obligation to act in a commercially reasonable manner. Any obligation specified herein which is to be undertaken by any Party shall be performed in a commercially reasonable manner and with reasonable diligence. Any consent or approval required of either party hereunder shall not be unreasonably withheld, delayed or conditioned, and shall be deemed given if not otherwise specified by written notice to the party requesting same, delivered on or before the date specified for such consent or approval to be given. The Parties agree to execute such further documents and provide such further assurances as may be reasonably necessary for the purpose of fulfilling the intent and purpose of this Agreement.

7. Confidentiality. Except as otherwise required pursuant to Section 5 above, the terms and conditions of this Agreement and the transactions described herein, including the identity of the Parties hereto, will be held by the Parties in strict confidence and will not be disclosed to anyone, other than their respective legal counsel, shareholders, directors, lenders, advisors, consultants, employees, agents and representatives who need to know such information in connection with the transaction contemplated hereby, provided it shall not be a breach of this covenant in the event any of the foregoing information is available from other sources. Notwithstanding the foregoing, a Party may, and may permit their affiliates to, disclose such information (i) if compelled to disclose the same by judicial or administrative process or by other requirements of law, including in connection with any submission to the National Indian Gaming Commission.

8. Notices. All notices, requests, demands and other communications required to be provided by any party under this Agreement shall be in writing and delivered, at the sending party's cost and expense, by (i) personal delivery, (ii) certified U.S. mail, as applicable, with postage prepaid and return receipt requested, (iii) overnight courier service, or (iv) facsimile

transmission, with a verification copy sent on the same day by any of the methods set forth in clauses (i), (ii) or (iii), to the recipient party at the following address or facsimile number:

If to the Tribe: The Scotts Valley Band of Pomo Indians
81 Parr Blvd.
P.O. Box 2008
Richmond, California 94802
Attention: Tribal Chair
Telephone: () _____
Facsimile: () _____

If to NSV: NSV Development, LLC
1551 Sandspur Road
Maitland, Florida 32751
Attention:
Telephone: () _____
Facsimile: () _____

If to AHG: AHG Group, LLC
1551 Sandspur Road
Maitland, Florida 32751
Attention:
Telephone: () _____
Facsimile: () _____

9. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof, and this Agreement shall only be modified or amended by written agreement duly executed by both parties.

10. General Provisions. The following general provisions shall apply to all of the terms and provisions set forth in this Agreement.

(a) Agreement Binding; Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to this Agreement and their respective assigns and successors-in-interest and/or title.

(b) Indemnification. Each party agrees to indemnify, defend and hold the other parties, its partners, officers, directors, shareholders, members and employees, harmless from and against any and all claim, loss, damage or expense, including reasonable attorneys' fees and costs, incurred as a result of or arising out of the activities of the indemnifying party, its agents, contractors, licensees and/or employees with respect to the matters which are the subject of this Agreement.

(c) Costs and Expenses. Prior to the Closing, NSV shall be responsible for all costs and expenses relating to the Property, including (i) the repayment of all debt on the

Property upon the sale of the Property, and (ii) all expenses of operating or owning the Property, including property taxes, insurance premiums and maintenance expenses.

(d) Captions and Applicable Law. The paragraph and subparagraph captions included herein are for reference only and should not be used in construing any of the terms hereof. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of California.

(e) Enforcement and Remedies. If either party hereto, or any of their respective successors and assigns, shall violate or attempt to violate any of the provisions of this Agreement, it shall be lawful for the party benefited by such provisions (1) to prosecute proceedings for the recovery of damages against the party violating or attempting to violate the same, and (2) to maintain a proceeding in any court of competent jurisdiction for declaratory relief, specific performance and/or mandatory and/or injunctive relief compelling performance of the provisions of this Agreement and/or the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law. The failure to enforce any terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach of violation occurring prior to or subsequent thereto.

(f) Guarantee of Performance. AHG shall cause NSV to perform each of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**THE SCOTTS VALLEY BAND
OF POMO INDIANS,**

By: Donald Arnold
Name: Donald Arnold
Its: Chairman,
Tribal Council of the Scotts Valley Band
Of Pomo Indians

NSV DEVELOPMENT, LLC,
a Florida limited liability company

By: NORAM Equities, Ltd.,
a Florida limited partnership,
its Member

By: NORAM, LLC,
a Florida limited liability company,
its Manager

By: NG Services, LLC,
a Florida limited liability company,
its Manager

By: _____
Gene Harris, Manager

AHG GROUP, LLC,
a Florida limited liability company

By: _____
Gene Harris, Manager

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

**THE SCOTTS VALLEY BAND
OF POMO INDIANS,**

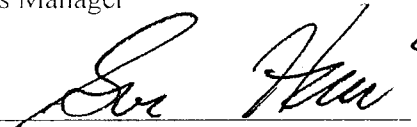
By: _____
Name: Donald Arnold
Its: Chairman,
Tribal Council of the Scotts Valley Band
Of Pomo Indians

NSV DEVELOPMENT, LLC,
a Florida limited liability company

By: NORAM Equities, Ltd.,
a Florida limited partnership,
its Member

By: NORAM, LLC,
a Florida limited liability company,
its Manager

By: NG Services, LLC,
a Florida limited liability company,
its Manager

By: 
Gene Harris, Manager

AHG GROUP, LLC,
a Florida limited liability company

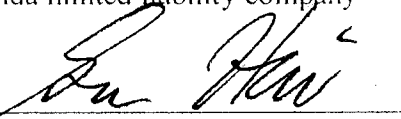
By: 
Gene Harris, Manager

Exhibit A

Legal Descriptions of the Property

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Exhibit C

The land referred to in this policy is described as follows:

Real property in the City of Richmond in the County of Contra Costa, State of California, described as follows:

Exhibit C-1

That parcel of land described in the Deed to Andrew Anfibolo, recorded January 23, 1922, Book 408 of Deeds, Page 179, Contra Costa County Records, described as follows:

Being a portion of Lot 210, as said Lot is so delineated and designated in that certain Map entitled "Map of the San Pablo Rancho Accompanying and Forming a Part of the Final Report of the Referees in Partition", a certified copy of which was filed in the Office of the County Recorder of said Contra Costa County on March 1, 1894 and a portion of Lot 32, Section 35, Township 2 North, Range 5 West, MDB&M, more particularly described as follows:

Beginning at the southwest corner of Section 36, Township 2 North, Range 5 West, MDB&M, thence due West 660 feet along the North line of a road 30 feet wide to a stake, thence due North 693 feet to a stake, thence due East 660 feet, thence due South, 693 feet to the point of beginning.

EXCEPTING THEREFROM:

That portion of the premises granted to the Broadline Corporation, recorded September 12, 1968, in Book 5707 of Official Records, Page 155.

ALSO EXCEPTING THEREFROM:

The interest conveyed to the City of Richmond by Deed recorded May 22, 1995, Series No. 95-80157 of Official Records, described as follows:

PARCEL 1:

Beginning at the southeast corner of Parcel One as described in the Deed from the Duncan-Harrelson Company to Broadline Corporation recorded September 12, 1968, in Book 5707 of Official Records, Page 155, Contra Costa County Records, thence from said point of beginning along the East line of Parcel One North 01° 03' 12" East 29.17 feet, thence leaving said East line South 84° 17' 55" East 235.48 feet, thence South 01° 05' 48" West 10.09 feet to the South line of said 10.5 acre parcel, thence along said South line North 88° 56' 43" West 234.70 feet to the point of beginning.

PARCEL 2:

Beginning at the northeast corner of Parcel Two as described in the Deed from the Duncan-

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Harrelson Company to Broadline Corporation recorded September 12, 1968 in Book 5707 of Official Records, Page 155, Contra Costa County Records, thence from said point of beginning along the East line of Parcel Two South 01° 03' 12" West 70.22 feet, thence leaving said East line from a tangent bearing of North 36° 04' 29" East along a curve to the right with a radius of 910.00 feet, through a central angle of 1° 41' 05" for an arc length of 26.76 feet, thence North 53° 21' 12" East 68.62 feet, thence North 03° 45' 07" East 6.57 feet to the North line of said 10.5 acre parcel, thence along said North line North 88° 56' 01" West 70.28 feet to the point of beginning.

APN: 408-130-018 and 408-130-037

Exhibit C-2

Being a portion of that certain Parcel of land described in the Deed from Clifford Git Ng and Daisy Ng, his wife, as joint tenants, to the City of Richmond, a municipal corporation, recorded September 29, 1944, Series No. 94-244105, Official Records, and re-recorded June 23, 1995, Series No. 95-098625, Official Records, described as follows:

PARCEL ONE:

Beginning at the southeast corner of said Parcel conveyed to the City of Richmond; thence from said point of beginning, along the southerly line of said Parcel conveyed to the City of Richmond, North 89° 00' 53" West 396.35 feet; thence leaving said southerly line, North 44° 13' 28" East 558.65 feet to a point in the northerly line of said Parcel conveyed to the City of Richmond; thence along said northerly line, South 89° 00' 53" East 14.07 feet to the northeasterly corner of said Parcel conveyed to the City of Richmond; thence along the easterly line of said Parcel conveyed to the City of Richmond, South 1° 02' 37" West 406.98 feet to the point of beginning.

PARCEL TWO:

A non-exclusive easement for roadway, access and utility purposes under, upon, over and across that certain real property described as follows: Being Parcel Three as described in said Deed to the City of Richmond and described as follows: Beginning at the southeast corner of said Parcel conveyed to the City of Richmond; thence from said point of beginning, along the southerly line of said Parcel Three, South 89° 00' 53" East 1120.08 feet to the southeast corner of said Parcel Three; thence along the easterly line of said Parcel Three, North 1° 02' 37" East 20.00 feet to the northeasterly corner of said Parcel Three; thence along the northerly line of said Parcel Three, North 89° 00' 53" West 1120.06 feet to the intersection thereof with the easterly line of said Parcel conveyed to the City of Richmond; thence leaving said northerly line, along said easterly line, South 1° 02' 37" West 20.00 feet to the point of beginning.

APN 408-090-040

Exhibit C-3

PARCEL ONE:

Portion of Lot 201, as designated on that certain Map entitled "Map of the San Pablo Rancho, Accompanying and Forming a Part of the Final Report of the Referees in Partition", filed March 1, 1894, Contra Costa County Records, and a portion of Lot 32, Section 35, Township 2 North, Range 5 West, Mount Diablo Base and Meridian, described as follows: The South 309 feet of the West 282 feet, right angle measurement of the parcel of land described in the Deed to the Duncanson-Harrelson Co., recorded July 8, 1964, Book 4655, Official Records, Page 318.

EXCEPTING FROM PARCEL ONE: That portion thereof condemned to the City of Richmond, a municipal corporation, in fee simple absolute, pursuant to Final Order of Condemnation of the Superior Court of the State of California, in and for the County of Contra Costa, Case No. C94-05306, a certified copy of which recorded March 26, 1998, Series No. 98-63421, Official Records.

PARCEL TWO:

Portion of Lot 201, as designated on that certain Map entitled "Map of the San Pablo Rancho, Accompanying and Forming a Part of the Final Report of the Referees in Partition", filed March 1, 1894, Contra Costa County Records, and a portion of Lot 32, Section 35, Township 2 North, Range 5 West, Mount Diablo Base and Meridian, described as follows: The North 384 feet of the West 282 feet, right angle measurement, of the parcel of land described in the Deed to the Duncanson-Harrelson Co., recorded July 8, 1964, Book 4655, Official Records, Page 318.

EXCEPTING FROM PARCEL TWO: That portion thereof condemned to the City of Richmond, a municipal corporation, in fee simple absolute, pursuant to Final Order of Condemnation of the Superior Court of the State of California in and for the County of Contra Costa, Case No. C94-05306, a certified copy of which recorded March 26, 1998, Series No. 98-63421, Official Records.

APN 408-130-038 and 408-130-039

Exhibit C-4

PARCEL ONE:

A portion of Lot 201, as shown on the Map of San Pablo Rancho, filed March 1, 1894, in the Office of the County Recorder of Contra Costa County, and also being a portion of Swamp and Overflowed Survey No. 189, described as follows: Beginning at a point on the line between Sections 35 and 36, Township 2 North, Range 5 West, Mount Diablo Base and Meridian, said point being North 693 feet from the southwest corner of said Section 36; thence East 660 feet to a stake; thence North 627 feet to a 3 by 3 redwood stake marked 23, 24, 25, 26; thence along the South line of a road 20 feet wide, West 660 feet to a 3 by 3 redwood stake marked 24, 17, 32, 25, being the northwest corner of the southwest 1/4 of the southwest 1/4 of said Section 36; thence South 627 feet to the point of beginning.

EXCEPTING THEREFROM: That portion of the following described parcel of land lying within the above mentioned Parcel One, described as follows: Beginning at a point on the southerly line of that certain parcel of land described in the Deed from Sanwa Bank California to Color Spot, Inc., recorded March 6, 1991, in Book 16435 of Official Records at Page 659, Contra Costa County Records, which bears along said southerly line North 88° 56' 01" West 307.82 feet from the southeast corner of said parcel conveyed to Color Spot Inc.; thence from said point of beginning leaving said southerly line North 3° 45' 07" East 18.92 feet; thence North 44° 12' 52" East 736.49 feet; thence North 53° 24' 47" East 68.88 feet; thence North 2° 24' 15" East 16.50 feet; thence North 44° 13' 28" East 17.11 feet to the northerly line of said parcel conveyed to Color Spot Inc.; thence along said northerly line North 89° 00' 53" West 763.92 feet to the northwesterly corner of said parcel conveyed to Color Spot Inc.; thence along the northwesterly and westerly lines of said parcel conveyed to Color Spot, Inc. South 65° 33' 12" West 176.90 feet and South 1° 03' 12" West 550.02 feet to the southwest corner of said parcel conveyed to Color Spot Inc.; thence along said southerly line South 88° 56' 01" East 352.26 feet to the point of beginning, as awarded in that Judgment in Condemnation, Superior Court Case No. C93-03756, Contra Costa County, recorded April 4, 2003 as Instrument No. 2003-154972. Official Records.

PARCEL TWO:

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A right of way, not to be exclusive as an appurtenance to Parcel Four-A, above, for use as a roadway for vehicles of all kinds, pedestrians and animals, and as a right of way for water, gas, oil and sewer pipe lines, and for telephone, electric light and power lines, together with the necessary poles or underground conduits to carry said lines, over and under the following described parcel of land: Portion of Lot 201, as shown on the Map of the San Pablo Rancho, filed March 1, 1894, in the Office of the County Recorder of Contra Costa County, and also a portion of Swamp Overflowed Survey No. 189, described as follows: Beginning at a point on the line between Sections 35 and 36, Township 2 North, Range 5 West, Mount Diablo Base and Meridian, said point being due North, 1340.0 feet from the southeast corner of Section 35 and the southwest corner of Section 36; proceeding thence due West 20.0 feet; thence due South 20.0 feet; thence East 680 feet to the West line of the parcel of land described in the Deed from Giovanni Siri to Giambatista Siri, dated October 29, 1956, recorded November 1, 1956, in Book 2873, Page 440, Official Records; thence North along said West line, 2873 OR 440, 20 feet; thence West 660 feet to the point of beginning.

PARCEL THREE:

A right of way, not to be exclusive, as an appurtenance to that parcel of land described in the Deed from East Bay Water Company, a corporation, to Giovanni Siri, Giambatista Siri, Nicola Patrone and Nicolo Siri, dated January 22, 1921, and recorded January 27, 1921, in Book 376 of Deeds, Page 207, Records of Contra Costa County, State of California, for use as a roadway for vehicles of all kinds, pedestrians and animals, for water, gas, oil and sewer pipe lines, and for television service, telephone, electric light and power lines, together with the necessary poles or conduits over a strip of land 20 feet in width, described as follows: Portion of Lot 201, as shown on the Map of San Pablo Rancho filed March 1, 1894, in the Office of the County Recorder of Contra Costa County, described as follows: Beginning at a point on the South line of a 20 feet in width road which bears North 1320 feet and East 660 feet from the southeast corner of Section 35, Township 2 North, Range 5 West, Mount Diablo Base and Meridian, said point of beginning also being the northeast corner of the parcel of land described in the Deed from East Bay Water Company to Luigi Gallino, dated March 1, 1920, recorded March 15, 1920 in Book 354 of Deeds, Page 472; thence from said point of beginning East along said South line, 1120 feet to the West line of the County Road known as Goodrich Avenue; thence North along said West line, 20 feet to the South line of the parcel of land described in the Deed from East Bay Water Company to Michele Credolo, dated November 10, 1926, recorded November 29, 1926, in Book 49, Page 447, Official Records; thence West along said South line and along the South line of the parcel of land firstly described in the Deed from East Bay Water Company to Giovanni Siri, dated December 24, 1923, recorded January 9, 1924, in Book 462 of Deeds, Page 73, being along the North line of said 20 feet in width road, 1120 feet to the southwest corner of said Siri Parcel; thence South 20 feet to the point of beginning.

PARCEL FOUR:

A portion of Lot 201, as shown on the Map of San Pablo Rancho, filed March 1, 1894, in the Office of the County Recorder of Contra Costa County, described as follows: Beginning at the southwest corner of Section 36, Township 2 North, Range 5 West, Mount Diablo Base and Meridian; thence due East 660 feet along the North line of road 30 feet wide, to a stake; thence due North 693 feet to a stake; thence due West 660 feet; thence due South 693 feet into the point of beginning.

EXCEPTING FROM PARCEL FOUR: That portion of said Parcels contained in the Deed from Bio-Rad Laboratories, a California corporation, to George F. Case Company, a California corporation, dated July 14, 1966, and recorded August 11, 1966, in Book 5181, Page 99, Official Records.

PARCEL FIVE:

Portion of Lot 201, as shown on the Map of San Pablo Rancho, filed March 1, 1894, in the Office of the County Recorder of Contra Costa County, described as follows: Beginning at the southwestern corner of the parcel of land shown as Parcel Three in the Deed from Luigi Gallino, et ux, to Augustine J. Gallino, et ux, dated August 12, 1957, in Book 3012, Page 59, Official Records; thence North along the western line of said Parcel Three, 3012 OR 59, to and along the western line of the land shown as Parcel Two in said Deed, 3012 OR 59, a distance of 697 feet; thence East parallel with the southern line of said Parcel Two, a distance of 250 feet; thence South parallel with the western lines of said Parcels Two and Three, 3012 OR 59, 697 feet to the southern line of said Parcel Three; thence along the last named line West, 250 feet to the point of beginning.

PARCEL SIX:

A portion of Swamp and Overflowed Survey No. 189 and a portion of Lot 201, Rancho San Pablo, described as follows: Beginning at a point in the line between Sections 35 and 36, in Township 2 North, Range 5 West, Mount Diablo Base and Meridian, and point of beginning being located due North and distant 693 feet from the southeast corner of said Section 35, this said point of beginning also being the northeast corner of a certain 10.50 acre tract of land sold to Andrew Anfibolo; thence North 627 feet to a 3 by 3 inch redwood stake marked 17, 25, 25 and 32; thence West 494.34 feet, more or less, to the line of tide land survey; thence along this said survey line South 64° 30' West 117.48 feet, more or less, to the direct extension northerly of the western line of said 10.50 acre tract of land sold to Andrew Anfibolo; thence South 480.80 feet, more or less, to the northwest corner of the above mentioned 10.50 acre tract; thence East along the North line of this said 10.50 acre tract 660 feet to a point of beginning.

EXCEPTING THEREFROM: That portion of the following described parcel of land lying within the above mentioned Parcel Six, described as follows: Beginning at a point on the southerly line of that certain parcel of land described in the Deed from Sanwa Bank California to Color Spot, Inc., recorded March 6, 1991 in Book 16435 of Official Records at Page 659, Contra Costa County Records, which bears along said southerly line North 88° 56' 01" West 307.82 feet from the southeast corner of said parcel conveyed to Color Spot Inc.; thence from said point of beginning leaving said southerly line North 3° 45' 07" East 18.92 feet; thence North 44° 12' 52" East 736.49 feet; thence North 53° 24' 47" East 68.88 feet; thence North 2° 24' 15" East 16.50 feet; thence North 44° 13' 28" East 17.11 feet to the northerly line of said parcel conveyed to Color Spot Inc.; thence along said northerly line North 89° 00' 53" West 763.92 feet to the northwesterly corner of said parcel conveyed to Color Spot Inc.; thence along the northwesterly and westerly lines of said parcel conveyed to Color Spot, Inc. South 65° 33' 12" West 176.90 feet and South 1° 03' 12" West 550.02 feet to the southwest corner of said parcel conveyed to Color Spot Inc.; thence along said southerly line South 88° 56' 01" East 352.26 feet to the point of beginning, as awarded in that Judgment in Condemnation, Superior Court Case No. C93-03756, Contra Costa County, recorded April 4, 2003 as Instrument No. 2003-154972. Official Records.

APN 40B-090-031

END OF DOCUMENT

**4 PAGES DENIED IN FULL
PURSUANT TO
EXEMPTIONS (b)(4) & (b)(6)**

Letter to Scotts Valley Tribe



Scotts Valley Band of Pomo Indians

JUN 21 2010

SCOTTS VALLEY BAND OF POMO INDIANS RESOLUTION NO. S.V. 13-10

A RESOLUTION Authorizing the Execution and Submission of the Development Agreement and the Management Agreement dated June 19, 2010 between the Tribe and Seminole SV Entertainment, L.L.C. to the National Indian Gaming Commission for approval pursuant to 25 U.S.C. §2710.

WHEREAS, the Scotts Valley Band of Pomo Indians is a sovereign, self-governing Indian tribe formally recognized by the United States Government; and

WHEREAS, Article VI, Section I(a) of the Constitution of the Scotts Valley Band of Pomo Indians ("the Tribe") invests the Tribal Council with the authority to negotiate and contract with agencies of the federal, state, local, and tribal governments, private entities, and individuals on behalf of the Tribe; and

WHEREAS, Article VI, Section 3 reserves to the General Council the power to waive the Tribe's sovereign immunity from unconsented suit; and

WHEREAS, the Tribe has identified several parcels of real property located in Contra Costa County, California (collectively the "Property") (a legal description of the Property is attached hereto and incorporated herein as Exhibit 1); and

WHEREAS, the Tribal Government has determined that the development and operation of the Facility on the Property, pursuant to and in accordance with the terms and provisions of the Indian Gaming Regulatory Act of 1988 (the "IGRA") is an important tribal government project which is intended to improve the economic condition of the Tribe and its members, increase tribal revenues, enhance the Tribe's economic self-sufficiency, and enable the Tribe to better serve the social, economic, educational and health needs of the Tribe's members; and

WHEREAS, on or about March 23, 2007 the Tribe and Richmond Gaming, Ltd. ("Richmond Gaming") executed a Development Agreement, a

Management Agreement, along with related documents, agreements and instruments (collectively, the "Richmond Gaming Documents") and

WHEREAS, pursuant to Scotts Valley Band of Pomo Indians Resolution No. S.V. 25-07 the Richmond Gaming Documents were submitted to the National Indian Gaming Commission (the "NIGC") for approval pursuant to 25 U.S.C. § 2710; and

WHEREAS, on or about September 28, 2009 the NIGC advised the Tribe and Richmond Gaming that it declined to approve the Richmond Gaming Documents; and

WHEREAS, on or about March 22, 2010, Richmond assigned the Richmond Gaming Documents to CCC Entertainment, L.L.C. ("CCC"), and

WHEREAS, on or about June 16, 2010, the entity name CCC Entertainment, L.L.C. was changed to Seminole SV Entertainment, L.L.C. ("Seminole SV"), and

WHEREAS, the Tribe and Seminole SV have negotiated a new Development Agreement, Management Agreement, and related documents, agreement and instruments (the "Seminole SV Documents"), and

WHEREAS, the Seminole SV Documents specifically supersede and replace the Richmond Gaming Documents.

NOW THEREFORE BE IT RESOLVED, that General Council of the Scotts Valley Band of Pomo Indians hereby approves each of the Seminole SV Documents, and authorizes Donald Arnold, Chairman of the Tribe, for and on behalf of the Tribe, to execute each of the Seminole SV Documents, along with any and all other documents, agreements and instruments which are reasonably necessary to file or provide to the NIGC to secure approval of the Seminole SV Documents pursuant to 25 U.S.C. § 2710 and the NIGC regulations (the "Management Agreement Submission Package"), and

BE IT FURTHER RESOLVED, that General Council of the Scotts Valley Band of Pomo Indians hereby expressly consents to (i) the waiver of the Tribe's sovereign immunity from unconsented suit pursuant to and in strict accordance with Section 13.1 of the Development Agreement between the Tribe and Seminole SV, and (ii) the waiver of the Tribe's sovereign immunity from unconsented suit pursuant to and in strict accordance with Section 16.1 of the Management Agreement between the Tribe and Seminole SV; and

BE IT FURTHER RESOLVED, that the General Council of the Scotts Valley Band of Pomo Indians directs the Tribal Council submit the Management

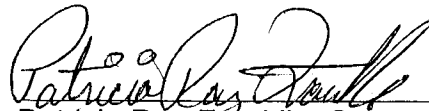
Agreement Submission Package to the NIGC for approval pursuant to 25 U.S.C. § 2710 and the NIGC regulations; and to take all actions deemed reasonably necessary and appropriate to secure approval of the Seminole SV Documents from the Chairman of the NIGC.

CERTIFICATION

The foregoing resolution was duly enacted on June 19, 2010 and approved by a vote of 72 ayes, 6 noes, and 0 abstentions by the General Council of the Scotts Valley Band of Pomo Indians and that said resolution had not been rescinded or amended in anyway.

ATTEST:

 6-19-10
Donald Arnold, Chairman Date

 6-19-10
Patricia Ray-Franklin, Secretary Date

Resolution No. SV 13-10

4. List of all persons that have financial interest in, or management responsibility for. the Management Contract.

○ []
○ []
○ []

b6

JUN 21 2010

- Seminole SV Entertainment, LLC
- CCC Entertainment Holding Company, LLC
- Seminole California Management, LLC

5. Information for each person and entity listed in 4 is submitted in separate binders.

JUN 21 2010

**78 PAGES DENIED IN FULL
PURSUANT TO
EXEMPTION (b)(4)**

Business Plan

NO COST FOR THIS PAGE

**13 PAGES DENIED IN FULL
PURSUANT TO
EXEMPTION (b)(4)**

Justification of contract term

NO COST FOR THIS PAGE

8. Justification for management contractor's fee more than 30% of net revenues, but not exceeding 40% of net revenues.

NOT APPLICABLE

JUN 27 2010