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DEVELOPMENT AGREEMENT

BETWEEN

THE SCOTTS VALLEY BAND OF POMO INDIANS

AND

SEMINOLE SV ENTERTAINMENT, LLC

June 19, 2010

DEVELOPMENT AGREEMENT

This Development Agreement is made as of the 19th day of June, 2010 by and between **THE SCOTTS VALLEY BAND OF POMO INDIANS**, a federally recognized Indian tribe (the "Tribe"), and **SEMINOLE SV ENTERTAINMENT, LLC.**, a Florida limited liability company (the "Developer"). The Tribe and Developer are each individually referred to herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS

A. The Tribe is a federally recognized Indian tribe recognized as eligible by the Secretary of the Interior for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government.

B. The Tribe was restored to Federal recognition in 1992 and completely lacks a trust land base necessary to support Tribal economic development and the operation of Tribal governmental programs.

C. The Tribal Council has determined that the restoration of a Tribal trust land base, and the design, development, construction, furnishing, equipping and operation of a permanent Class II and/or Class III gaming facility, including certain non-gaming amenities and other business ventures, pursuant to, and in accordance with, the terms and provisions of 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 cultural, social, economic, educational and health needs of the Tribe's members.

D. The Tribe requires assistance with: (i) financing the day-to-day operations of the Tribal government, (ii) acquiring the Property and petitioning the United States to accept title to the Property in trust for the benefit of the Tribe as part of the restoration of the Tribe's trust land base in connection with the restoration of the Tribe's status as a federally-recognized Indian tribe, within the scope and meaning of 25 U.S.C. §2719(b)(1)(B)(iii), or in such other manner as would enable the Property to be gaming eligible under the IGRA and (iii) the design, development, financing, construction and equipping of the Gaming Facility including the purchase and installation of the Furnishings and Equipment for the Gaming Facility.

E. The Tribe, simultaneously with the execution hereof, has entered into a Management Agreement with Developer whereby Developer, subject to satisfaction of all Legal Requirements, will manage the Project, including, without limitation, the Gaming Facility. The rights and obligations set forth herein shall be enforceable separate and apart from the Management Agreement.

F. The Tribe and Developer desire to take all steps reasonably possible prior to satisfaction of all of the conditions to the Effective Date and all Legal Requirements to: (i) have the United States acquire title to the Property in trust for the benefit of the Tribe as part of the

restoration of the Tribe's trust land base in connection with the restoration of the Tribe's status as a federally-recognized Indian tribe, within the scope and meaning of 25 U.S.C. §2719(b)(1)(B)(iii), or in such other manner as would enable the Property to be gaming eligible under the IGRA (ii) arrange and finalize a commitment for financing for the Gaming Facility, (iii) design and develop the Gaming Facility and (iv) enter into contracts to construct and equip the Gaming Facility to be effective upon satisfaction of all of the conditions to the Effective Date and all Legal Requirements or as soon as thereafter feasible, so that the Gaming Facility can be opened to the public as soon as possible thereafter.

G. The Tribe has selected Developer to assist the Tribe to finance the design, development, construction and initial equipping of the Gaming Facility and to furnish technical experience and expertise for the design, development, construction and initial equipping of the Gaming Facility.

H. The Tribe and Developer intend that their relationship with regard to the development of the Project shall be an exclusive arrangement.

I. The Tribe and Developer desire to enter into this Agreement providing: (i) that facility design and development work (but not the Gaming Facility construction or operation) may proceed prior to satisfaction of all of the conditions to the Effective Date and all Legal Requirements, and (ii) that the exclusive nature of the relationship between Developer and the Tribe shall be preserved.

J. Developer has agreed to make available to the Tribe, through loans or financings, sufficient funds for Gaming Facility design and development work, and has agreed to make certain other loans directly to the Tribe and pay certain other fees and expenses for the Tribe, solely as provided for herein, as consideration for the exclusive right to assist the Tribe to develop and construct the Gaming Facility pursuant to this Agreement and to manage the Gaming Facility pursuant to the Management Agreement, and for other consideration as described herein.

K. The Tribe is seeking technical experience and expertise for the development and operation of the Gaming Facility and instruction and training for its members in the development and operation of the Gaming Facility. The Tribal Council has determined that the instruction and training of the members of the Tribe in the planning, development, construction, and start-up of the Gaming Facility is an important Tribal government purpose 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. Developer is willing, and has represented to the Tribe that it is able, to provide such experience and expertise and the training and instruction necessary for members of the Tribe to develop such experience and expertise.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained the receipt and sufficiency of which are expressly acknowledged, the Tribe and Developer hereby agree as follows:

ARTICLE 1

DEFINITIONS, OBJECTIVES, MANAGEMENT AND PRE-CONSTRUCTION ACTIVITIES

Section 1.1. Definitions. Except as explicitly defined herein, all capitalized words and terms used in this Agreement shall have the meanings set forth in this Section 1.1. All references in this Agreement to any agreement or instrument shall include such agreement or instrument as the same may be amended, restated, modified, supplemented, replaced or substituted from time to time. Such definitions shall be equally applicable to both singular and plural forms of any of the words and terms therein defined.

“Additional Housing Payment” shall have the meaning set forth in Section 1.10.5.

“Affiliate” means as to the Developer or the Tribe, any corporation, partnership, limited liability company, joint venture, trust, department or agency or individual controlled by, under common control with, or which controls, directly or indirectly the Developer or the Tribe. For purposes of this Agreement Affiliate does not include any entity or individual that controls, directly or indirectly, any member of the Developer.

“Agreement” shall mean this Development Agreement.

“Applicable Law” shall mean all laws of the Tribe, the United States, the State and any political subdivision thereof which apply to any transaction or activity contemplated under the terms and provisions of this Agreement, including, without limitation, the IGRA (including all regulations, rules or ordinances promulgated under any of the foregoing, or any amendments or successors in whole or in part to any of the foregoing), the Gaming Ordinance (including all successors thereto), and any law made applicable under the Compact, the Municipal Services Agreement, and any agreements the Tribe enters into pursuant to the terms and provisions thereof. Notwithstanding the foregoing, Applicable Law shall not include any of the foregoing that are not applicable to the Tribe, its Indian lands or any activities of the Tribe because of its sovereign status or sovereign immunity unless the Tribe has specifically agreed in writing to be bound by the same or as to which the Tribe has specifically waived in writing its sovereign immunity, provided, however, that this definition of Applicable Law is not intended and shall not be construed to amend, modify, alter or limit in any way the terms and provisions of Article XIII of this Agreement.

“BIA” shall mean the Bureau of Indian Affairs, United States Department of the Interior.

“Chairman -- NIGC” shall mean the Chairman of the National Indian Gaming Commission.

“Class II Gaming” shall mean Class II Gaming as defined in the IGRA.

“Class III Gaming” shall mean Class III Gaming as defined in the IGRA.

“Commencement Date” shall mean the first date that the Gaming Facility is complete, open to the public, and that Gaming is conducted in the Gaming Facility pursuant to the terms of the Management Agreement, after which date the Gaming Facility shall remain continuously open during the Term of this Agreement. The Parties shall agree upon the Commencement Date, but

the Commencement Date shall occur within five (5) days after the Completion Date.

“Compact” shall mean the Tribal-State Compact which the Tribe intends to enter with the State.

“Completion Date” shall mean the date upon which Developer or the Tribe, as may be appropriate, receives:

(i) an architect’s certificate from the architect the Tribe engages, pursuant to and in accordance with the terms and provisions of this Agreement, having responsibility for the design and supervision of construction, certifying that the Gaming Facility has been fully constructed substantially in accordance with the Plans and Specifications;

(ii) certification from the Tribe and the designee of the Manager having responsibility for compliance with any operational standards mandated by Applicable Law, including minimum internal control standards under regulations promulgated by the NIGC, stating that the Gaming Facility, as completed, is in substantial compliance with any such operational standards;

(iii) (iii) a permanent or temporary certificate of occupancy, if required, from any Government Authority permitting the use and operation of substantially all of the Gaming Facility in accordance with this Agreement, and all other requirements of any appropriate Governmental Authority necessary to open, occupy and operate the Gaming Facility, including but not limited to all requisite authority to include the sale of tobacco products and alcoholic beverages within the Gaming Facility, have been satisfied;

(iv) all operational systems have been adequately tested on a “dry-run” basis to the reasonable satisfaction of Developer and any appropriate Governmental Authority;

(v) Developer has conducted a “shake down” of the Gaming Facility operating and life safety systems; and

(vi) certificates of such professional designers, inspectors or consultants, or opinions of counsel, as each of Developer and the Tribe may reasonably determine to be appropriate, verifying construction and furnishing of the Gaming Facility in compliance with all Legal Requirements and Applicable Law.

“Concept Design” shall have the meaning set forth in Section 3.3.

“Confidential Information” shall have the meaning set forth in Section 13.3.

“Constitution” shall mean the Constitution of The Scotts Valley Band of Pomo Indians, as approved by the members of the Tribe, in effect on the Execution Date.

“Construction and Development Costs” shall mean any and all costs and expenses incurred in connection with: (i) the design, development, construction and start up of the Gaming Facility, including, without limitation: (a) all fees and expenses payable pursuant to the terms and

provisions of the Design Agreements, (b) all fees and expenses incurred for architectural, engineering, environmental, interior design work, site work, construction costs, material and labor expenses, and planning and professional fees not otherwise included in the Design Agreement, (c) infrastructure improvements, utility installations and hook-up fees, (d) construction permits, certificates and bonds and (e) any payments or expenditures required under the terms of the Compact or agreement between the Tribe and the State or any other governmental entity, including, without limitation, the Municipal Services Agreement, related to impact mitigation or costs of providing services, (ii) the acquisition, installation and initial testing of the Furnishing and Equipment within the Gaming Facility, (iii) Start-Up Expenses, (iv) the Developer Fee, and (v) all costs, fees and expenses, however designated, incurred in connection with or pursuant to the Loan Agreement. Construction and Development Costs shall not include any costs or expenses of Developer or its Affiliates, or their employees, such as, without limitation, overhead or general and administrative expenses, attorneys' fees, travel and entertainment expenses, or the compensation of the Developer's appointees to the Development Committee, all of which shall be paid and borne only by Developer and its Affiliates. To the extent that any costs, fees or expenses which would otherwise constitute Reimbursable Project Costs are paid with proceeds of the Loan, such Costs, pursuant to Section 2.1 hereof, shall constitute Construction and Development Costs and not Reimbursable Project Costs. Construction and Development Costs shall not exceed []

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"Construction Documents" shall have the meaning set forth in Section 4.4.

"Construction Manager" shall mean the individual employed by the Developer as such pursuant to Section 4.1.

"Control" shall mean the direct or indirect beneficial ownership of [] or more of the ownership interests of the specified Person.

"Deadlock" shall exist when (i) on a matter requiring consent or approval of a majority of the Development Committee, a majority of the Development Committee fails to affirmatively approve or disapproves the matter presented to the Development Committee for approval, (ii) on a matter requiring the unanimous consent or approval of the Development Committee, unanimity of the members of the Development Committee does not exist, and (iii) on a matter requiring the consent or approval of the Developer and the Tribe, the Parties are unable to agree on the matter presented for joint approval or consent.

"Design Agreement" shall have the meaning set forth in Section 3.1.

"Design Packages" shall have the meaning set forth in Section 3.1.

"Development Budget" shall have the meaning set forth in Section 3.2.

"Developer" shall mean Seminole SV Entertainment, LLC.

"Developer Fee" shall mean the fee payable to Developer under Section 8.1.

"Development Committee" shall have the meaning set forth in Section 1.4.

“Effective Date” shall mean the date five (5) days following the date on which all of the following listed conditions are satisfied:

- (i) the expiration of thirty (30) days after the Secretary has published in the Federal Register a notice of his or her intention to accept title to the Property in trust for the benefit of the Tribe (as gaming eligible), and no Court of competent jurisdiction has enjoined the Secretary from accepting title to the Property in trust for the benefit of the Tribe, or any such injunction has been lifted or dissolved and the Order lifting or dissolving such injunction is a final, non-appealable Order, and the Property is accepted into trust, as gaming eligible;
- (ii) written approval of the Management Agreement is granted by the Chairman -- NIGC and/or the BIA, as may be required;
- (iii) written approval of the Loan Agreement, this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note and the Tribal Member Note is granted by the Chairman -- NIGC and/or the BIA, if required;
- (iv) written approval of a Gaming Ordinance is granted by the Chairman -- NIGC and/or the BIA, if required;
- (v) written confirmation, if required, that background investigations of Developer and Manager have been satisfactorily completed pursuant to Applicable Law;
- (vi) Developer has received a certified copy of the Gaming Ordinance and the Tribal Resolutions applicable to the Gaming Facility adopted by the Tribe in accordance with the Tribe's governing documents authorizing the execution and delivery of the Management Agreement, Loan Agreement, Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, the Tribal Member Note and this Agreement;
- (vii) Developer has reasonably satisfied itself as to the proper ownership and control of the Property and its suitability for construction and operation of the contemplated Gaming Facility, and the satisfaction of all Legal Requirements necessary for the lawful conduct and operation of the Gaming Facility in accordance with the Management Agreement have been met and satisfied, including, without limitation, a determination by the NIGC and/or the BIA, as appropriate and in form and substance acceptable to Manager in its reasonable discretion, that the Property qualifies as “Restored Lands” within the scope and meaning of 25 U.S.C. § 2719(b)(1)(B)(iii), or is otherwise gaming eligible under the IGRA;
- (viii) Developer has reasonably satisfied itself as to the terms and conditions of

the Compact, and for purposes of Class III Gaming, the Compact has been signed by the Secretary and published in the Federal Register as provided in 25 U.S.C. §2710(d)(8)(D) or the Compact has been deemed approved pursuant to the IGRA, or, in the event that only Class II Gaming is permitted, Developer has waived (in Developer's sole and absolute discretion) the requirement for Class III Gaming at the Gaming Facility and satisfied itself that Developer is prepared to proceed with a Class II Gaming Facility;

- (ix) receipt by Developer or Tribe, as appropriate, of all applicable licenses required from any Governmental Authority pursuant to Applicable Law for or related to development, construction, operation or management of the Gaming Facility; and
- (x) receipt by Developer of the Tribe's approval of the Plans and Specifications for the Gaming Facility in accordance with the terms of this Agreement.

The Parties agree to cooperate and to use their best efforts to satisfy all of the above conditions at the earliest practicable date, pursuant and subject to the terms and provisions of this Agreement. Developer agrees to memorialize the satisfaction of each of (vi) and (vii), as well as the Effective Date, in writings signed by Developer and delivered to the Tribe. The Parties agree to cooperate and use their best efforts to prepare and submit any and all documentation required under 25 U.S.C. §2711 or otherwise necessary to be submitted to any Governmental Authority to satisfy any of the foregoing conditions or any Legal Requirements. Developer and the Tribe shall also promptly provide each other with copies of any communications to or from any Governmental Authority relating to such submittals, and shall cooperate and use their best efforts to consult with each other prior to communications, whether oral or written, with such Governmental Authority. Notwithstanding any term or provision of this Agreement or the Management Agreement to the contrary, the Parties agree to pursue any administrative and judicial processes available under Applicable Law to secure the satisfaction of the conditions to the Effective Date.

“Enterprise Entity” shall mean a corporation formed, controlled and owned by the Tribe in its discretion pursuant to Section 17 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended, or another entity formed by the Tribe in compliance with Applicable Law, to own and/or operate the Gaming Facility and the Enterprise. If no Enterprise Entity exists at any time, the term “Enterprise Entity” shall mean the Tribe, and in this Agreement any references to the Tribe when an Enterprise Entity exists that should be applicable to the Enterprise Entity shall be deemed to refer to the Enterprise Entity rather than to the Tribe.

“Execution Date” shall mean the date upon which both Parties are deemed to have executed this Agreement.

“Exclusivity Waiver Note” shall have the meaning set forth in Section 1.10.6.

“Furnishings and Equipment” shall mean all furniture, furnishings and equipment

required for the operation of the Gaming Facility in accordance with the standards set forth in this Agreement or as may be necessary to satisfy any Legal Requirement or Applicable Laws, including, without limitation:

- (i) cashier, money sorting and money counting equipment, surveillance and communication equipment and security equipment;
- (ii) electronic lottery terminals, video games of chance, table games, bingo blowers & equipment, electronic displays, Class II pull-tab dispensers, table games, pari-mutuel betting equipment, and other Class II and Class III gaming equipment, permitted under Applicable Law;
- (iii) office furnishings and equipment;
- (iv) specialized equipment necessary for the operation of any portion of the Gaming Facility for accessory purposes, including equipment for entertainment facilities, hospitality facilities, kitchens, laundries, dry cleaning, cocktail lounges, restaurants, public rooms, commercial and parking spaces, and recreational facilities;
- (v) all decor, special effects, and artwork;
- (vi) other electronic equipment, interior plantings, interior water features, artifacts and artwork, and interior and exterior graphics;
- (vii) communications equipment;
- (viii) point-of-sale accounting equipment, front and back office accounting, computer, duplicating systems and office equipment;
- (ix) cleaning and engineering equipment and tools; and
- (x) all other furnishings and equipment, including built-in furniture, carpeting, draperies, decorative millwork, decorative lighting, doors, cabinets, hardware, partitions (but not permanent walls), signage, hereafter located and installed in or about the Gaming Facility which are used in the operation of the Gaming Facility in accordance with the standards set forth in this Agreement, excluding, however, any Gaming equipment and personal property that is owned by subtenants, licensees, concessionaires or contractors.

“Gaming” shall mean any and all activities defined as Class II and Class III Gaming under IGRA.

“Gaming Facility” shall mean the buildings, structures and improvements located on the Property used by the Tribe or any instrumentality thereof in connection with the conduct of

Gaming, or the operation, maintenance or management of the Project, and all fixtures, Furnishings and Equipment attached thereto, forming a part of, or necessary for the operation of the Gaming Facility.

“Gaming Ordinance” shall mean an approved Tribal Gaming Ordinance pursuant to IGRA, and any approved amendments thereto enacted or to be enacted by the Tribe pursuant to Section 1.7 hereof or otherwise, which authorizes and regulates Class II and/or Class III Gaming and/or table games on Indian lands, including the Property, subject to the government power of the Tribe.

“Government Action” shall mean any resolution, ordinance, statute, regulation, order or decision regardless of how constituted, having the force of law or legal authorization of the Tribe or any instrumentality or agency of the Tribe.

“Government Authority” shall mean any federal, state, county or local government body or a governing body of the Tribe having jurisdiction over the Gaming Facility, the Project, the Property, the Furnishings and Equipment, the Tribe, the Tribe’s conduct of Gaming, the Management Agreement, the Loan Agreement, this Agreement, or any transaction contemplated hereunder or thereunder, pursuant to Applicable Law.

“IGRA” shall mean the Indian Gaming Regulatory Act of 1988, PL 100-497, 25 U.S.C. §2701 et seq., as same may, from time to time, be amended.

“Indemnified Parties” shall mean, with respect to a Party, its subsidiaries, affiliates and their respective officers, partners, members, managers, directors, agents, shareholders and employees.

“Interim Loan” shall mean the funds Developer advances to or on behalf of the Tribe as a loan pursuant to and in accordance with the terms and provisions of this Agreement, the terms and provisions of which are contained in the Interim Promissory Note.

“Interim Promissory Note” shall mean one or more promissory notes to be executed by the Tribe in favor of Developer in the form of the note in Exhibit A hereto evidencing the Interim Loan Developer makes to the Tribe pursuant to and in accordance with this Agreement. For purposes hereof, “Interim Promissory Note” expressly and specifically includes any and all other contracts, agreements, instruments, financing statements, documents, writings or understandings executed or delivered pursuant to or in connection with the Interim Loan or the Interim Promissory Note, provided, however that neither the Self-Sufficiency Note nor the Exclusivity Waiver Note shall be deemed included within the Interim Promissory Note. The amount due under the Interim Promissory Note as of the Execution Date is agreed by both Parties to be the amount set forth in Section 2.1.

“Legal Requirements” shall mean any and all approvals, consents, authorizations, permits, licenses, certifications of any nature from any Governmental Authority pursuant to Applicable Law necessary for: (i) this Agreement, the Loan Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, the Tribal Member Note or the Management Agreement to constitute valid, binding obligations of the Parties enforceable pursuant

to the terms and provisions hereof or thereof, (ii) the consummation of any transaction contemplated under this Agreement, the Loan Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, the Tribal Member Note or the Management Agreement, or the performance of any obligation either Party has assumed and agreed to perform hereunder or thereunder, and (iii) the design, development, financing, construction, maintenance, management and operation of the Gaming Facility and the Project in compliance with all Applicable Laws. Notwithstanding the foregoing, Legal Requirements shall not include any of the foregoing that are not applicable to the Tribe, its Indian lands or its activities because of its sovereign status or sovereign immunity unless the Tribe has specifically agreed in writing to be bound by the same or as to which the Tribe has specifically waived in writing its sovereign immunity, provided, however, that this definition of Legal Requirements is not intended and shall not be construed to amend, modify, alter or limit in any way the terms and provisions of Article XIII of this Agreement.

“Lender” shall mean the person or entity which makes the Loan to the Tribe pursuant to the terms and provisions of the Loan Agreement. The term “Lender” shall include Developer or an Affiliate thereof if and to the extent Developer or an Affiliate shall become a source of financing under the Loan Agreement.

“Loan” shall mean the loan the Lender makes to the Tribe pursuant to the Loan Agreement.

“Loan Agreement” shall mean the loan agreement to be entered into between the Tribe and Lender, in an amount sufficient to fund (i) the repayment of all Interim Loans, (ii) the repayment of the loan Developer makes to the Tribe evidenced by the Self-Sufficiency Note, (iii) all Construction and Development Costs, (iv) all costs incurred by the Tribe in entering into the Loan Agreement, including, without limitations, loan fees, attorney fees, all other costs, fees and expenses however designated, incurred pursuant to and in accordance with the Loan Agreement, and (v) if Developer or an Affiliate thereof is a party to the Loan Agreement, such costs incurred by Developer or its Affiliate as would customarily be charged by the lender to a commercial borrower. For purposes hereof, “Loan Agreement” expressly and specifically includes any and all other contracts, agreements, instruments, financing statements, documents or understandings executed or delivered pursuant to or in connection with the Loan Agreement, or as a condition to Lender’s making the Loan, or any disbursements of the proceeds of the Loan, including, without limitation: (i) the Note, and (ii) the Security Agreement. The Tribe shall enact such laws and execute such documents as may be necessary to establish and create an enforceable purchase money security interest for the benefit of the Lender, subject to and consistent with Section 13.1.7 hereof.

“Management Agreement” shall mean the agreement between the Tribe and Seminole SV Entertainment, LLC dated the same date as this Agreement, and all Collateral Documents as defined under the Management Agreement.

“Manager” shall mean Seminole SV Entertainment, LLC

“Monthly Housing Payment” shall have the meaning set for in Section 1.10.3.

“Monthly Governmental Payment” shall have the meaning set forth in Section 1.10.1.

“Monthly Self Sufficiency Payment” shall have the meaning set forth in Section 1.10.4.

“Monthly Tribal Member Payment” shall have the meaning set forth in Section 1.10.4(A).

“Municipal Services Agreement” shall mean that certain Municipal Services Agreement dated December 27, 2006 by and between the Tribe and the City of Richmond, California, and any subsequent agreements between the Tribe and the City of Richmond executed and entered pursuant thereto.

“National Indian Gaming Commission” or **“NIGC”** shall mean the commission established pursuant to 25 U.S.C. §2704.

“Native Americans” shall mean persons who are members of any federally recognized Indian tribe or who are designated as Native Americans by the Tribe for purposes of this Agreement.

“NEPA” shall mean the National Environmental Policy Act, 42 U.S.C. §4331 *et seq.*, and all federal Regulations promulgated with respect thereto, as the same may, from time to time, be amended.

“Net Revenues” shall have the meaning set forth in the Management Agreement, and shall include Net Revenues (Gaming) and Net Revenues (Non-Gaming), as these terms are defined in the Management Agreement.

“Note” shall mean the promissory note or notes to be executed by the Tribe pursuant to the Loan Agreement.

“Operating Supplies” shall mean all consumable items, used in, or held in storage for use in (or, if the context so dictates, required in connection with), the operation of the Gaming Facility in accordance with the provisions of the Management Agreement, including, without limitation, food and beverages (alcoholic and non-alcoholic) and other consumable items used in the operation of a gaming facility, such as playing cards, tokens, chips, pull-tabs, bingo paper, plaques, fuel, soap, cleaning materials, matches, paper goods, stationary and all other similar items.

“Plans and Specifications” shall mean the final Plans and Specifications approved for the Gaming Facility pursuant to and in accordance with the terms and provisions of Section 3.6 of this Agreement.

“Project” shall mean the design, construction and operation of the Gaming Facility and ancillary facilities and amenities and the operation of a Class II and Class III Gaming business and ancillary businesses owned and operated by the Tribe in the Gaming Facility, and which shall include, without limitation, all other non-Gaming amenities conducted or operated on the Property, but excluding activities taking place on the Property but located outside of, and not directly or indirectly related to the Gaming Facility.

“Property” shall mean land identified in Section 1.8.1 hereof.

“Reimbursable Project Costs” shall have the meaning set forth in Section 1.11 of this Agreement. The Parties agree that the aggregate amount of Reimbursable Project Costs as of the Execution Date is the amount set forth in Section 2.1.

“Restored Lands Opinion” shall have the meaning set forth in Section 1.10.1.

“Secretary” shall mean the Secretary, United States Department of the Interior.

“Security Agreement” shall mean that agreement or agreements to be entered into between Developer and/or the Lender and the Tribe which grants Developer and/or Lender a purchase money security interest in the Furnishings and Equipment and the Net Revenue to secure performance of the obligations the Tribe has assumed and agreed to perform under the Note, the Loan Agreement and any other document the Tribe executes pursuant to the Loan Agreement. For purposes hereof, “Security Agreement” expressly and specifically includes any and all other contracts, agreements, instruments, financing statements, documents or understandings executed or delivered pursuant to or in connection with the Tribe granting Developer and/or Lender a purchase money security interest in the Furnishings and Equipment and the Net Revenue to secure performance of the obligations the Tribe has assumed and agreed to perform under the Note and the Loan Agreement.

“Self-Sufficiency Note” shall have the meaning set forth in Section 1.10.4.

“Start-Up Expenses” shall mean expenses which Developer anticipates to be necessary or desirable in order to prepare the Gaming Facility for the Commencement Date, including without limitation, cash for disbursements, Furnishing and Equipment and Operating Supplies, hiring, training, relocation and temporary lodging of employees, advertising and promotion, office overhead and office space (whether on or off the Property), and travel and business entertainment (including opening celebrations and ceremonies); provided, however, Start-Up Expenses shall not include any costs or expenses of Developer or its Affiliates, or their employees, such as, without limitation overhead or general and administrative expenses, attorneys’ fees, travel and entertainment expenses, or the compensation of the Developer’s appointees to the Development Committee, all of which shall be paid and borne only by Developer and its Affiliates.

“State” shall refer to the State of California.

“Term” shall mean the term of this Agreement as set forth in Article 6.

“Tribal Council” shall mean the duly elected Tribal Council of the Tribe described in the Tribe’s Constitution.

“Tribal Gaming Commission” shall mean the Tribal body created pursuant to the Gaming Ordinance to regulate the Class II and Class III Gaming in accordance with Applicable Law.

“Tribal Member Note” shall have the meaning set forth in Section 1.10.4(A).

“Tribe” shall mean The Scotts Valley Band of Pomo Indians, a federally recognized Indian tribe.

“Trust Acquisition” shall have the meaning set forth in Section 1.10.4(A).

Section 1.2. Independent Agreement. The objective of the Tribe and Developer in entering into and performing this Agreement is to provide a legally enforceable procedure and agreement pursuant to which Developer will pay certain fees to the Tribe and will make certain loans to the Tribe, and whereby the Tribe and Developer can proceed as far as reasonably possible with the development of the Gaming Facility prior to the satisfaction of all Legal Requirements so that the Gaming Facility can be opened to the public as soon as possible after the satisfaction of all Legal Requirements, and to set forth the rights and obligations of the Parties if satisfaction of all Legal Requirements does not occur. This is intended to be a legally enforceable agreement, independent of the Management Agreement, which shall become effective upon execution and delivery by the Parties, and be enforceable between the Parties regardless of whether or not this Agreement or the Management Agreement is approved by the Chairman – NIGC or otherwise fails to satisfy any Legal Requirements. In performing its obligations under this Agreement, Developer shall act in the best interests of the Project and shall perform in accordance with the highest standards of professional development advisors/managers and construction managers involved in gaming projects in California. In exercising its rights and performing its obligations under this Agreement the Tribe shall act in a commercially reasonable manner taking into account its other obligations related to the Project, including, without limitation, those arising under any Compact or Municipal Services Agreement or similar agreement.

The Parties acknowledge and agree that nothing contained herein or in the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note or the Tribal Member Note is intended or shall be construed to grant Developer or any Affiliate thereof any management authority or responsibilities with respect to the operation of the Property, the Gaming Facility, the Furnishing and Equipment, or any Gaming activities conducted within the Gaming Facility, but Developer shall faithfully implement the decisions of the Tribal Council and Development Committee made in accordance with this Agreement and perform its obligations under this Agreement. Further, the Parties acknowledge and agree that nothing contained herein or in the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note or the Tribal Member Note, is intended or shall be construed to grant Developer nor any Affiliate any proprietary interest whatsoever in the Property, the Gaming Facility, or any Gaming activities conducted within the Gaming Facility, or have any right to possess or control the Property, the Gaming Facility, any employee thereof, or any Gaming activities conducted thereby, or the Furnishing and Equipment, provided that the foregoing provisions shall not, and shall not be construed to, limit any express rights Developer may have under the terms and provisions of the Loan Agreement or the Developer’s exercise thereof.

In no event shall the Developer or the Development Committee enter into any contract or agreement on behalf of the Tribe or affecting the Project with any Affiliate of Developer, other than with the specific and express approval of the Tribe. In the event the Developer or the Development Committee desires to enter into any contract or agreement on behalf of the Tribe or

affecting the Project with an Affiliate of Developer, the request to the Tribe shall state the business reasons for entering into a contract with an Affiliate of Developer.

Section 1.3 Development Committee. The Tribe and Developer shall exercise any joint decision making power through a Development Committee. The Development Committee shall have the obligations, rights and powers described in this Agreement.

Section 1.4 Composition of Development Committee. The Development Committee shall consist of five (5) persons: three (3) representatives of the Tribe and two (2) representatives of Developer. All representatives and alternate representatives shall be reasonably qualified by prior experience or training to fulfill their responsibilities. Developer's initial representatives on the Development Committee shall be determined by the Developer and disclosed to the Tribe. The Tribe's initial representatives on the Development Committee shall be Donald Arnold, Ben Wright and Crista Ray. Each Party to this Agreement may change its representatives to the Development Committee by providing notice of the change of Development Committee member(s) by the means provided in this Agreement. The Development Committee shall remain active during the entire Term of this Agreement. The Development Committee, by decision of a majority of the Committee with the approval of the Tribe, shall determine any compensation to be paid to the members for their services as such, provided that Developer and the Tribe shall each pay from their own funds all compensation of the representatives appointed by them. Members of the Development Committee may be employed by the Tribe or Developer and receive compensation from the Tribe or Developer in connection with other employment. Members of the Development Committee may also be compensated for other services provided to the Project with the unanimous approval of the Development Committee.

Section 1.5 Meetings of the Development Committee. The Parties agree that, to facilitate oversight of the activities conducted pursuant to this Agreement and to maintain communication generally between the individuals who will be involved in supervising those activities, the Development Committee will meet at least every other week and on agreement of all members, may convene by teleconference. The Development Committee may, from time to time, establish schedules for its regular meetings, and any Member of the Development Committee may call a meeting on forty-eight hours notice in writing, given by email, by fax or by telephone.

Section 1.6 Operations of the Development Committee.

(a) **Responsibility of the Development Committee.** The Development Committee shall oversee and cause to be implemented all activities and actions which have been approved by the Developer and the Tribal Council under Section 1.6(b). With the exception of funds Developer advances to the Tribe under the Interim Loan pursuant to Section 1.10.1-3 and 5, the Monthly Self-Sufficiency Payment and any future advances Developer makes to the Tribe pursuant to Section 1.10.6, the Development Committee shall initiate all requests for distribution of funds under the Interim Loan pursuant to and in accordance with the terms and provisions of the Interim Promissory Note, provided, however, that the Development Committee shall not make any request which does not include written certification by the Tribe's representatives on the Development Committee that: (i) the Tribe has approved the most recent Report prepared and submitted to the Tribe for approval pursuant to Section 2.1 hereof, and (ii) there are no Reports

which, as of the date of the request, remain outstanding and unapproved by the Tribe. Subject to any approval rights of the Tribal Council or the Developer, the Development Committee, shall have full authority and control over: (i) each contract and agreement that was entered into or is to be paid or performed under the authority of the Development Committee, or (ii) incurring or paying any of the costs, fees or expenses incurred under this Agreement which are to be considered Reimbursable Project Costs. Neither Party hereto shall undertake any actions which are inconsistent with the establishment of the Development Committee as the supervisor of the activities undertaken by the Tribe and Developer in accordance with this Agreement.

The Development Committee shall have no authority, rights or obligations with respect to the Management Agreement. The Development Committee is established solely for the purpose of undertaking the performance of the matters contemplated under this Agreement. The Management Agreement provides for a separate structure for obtaining necessary approval of the Tribe.

(b) **Actions of the Development Committee.** Three (3) members of the Development Committee shall constitute a quorum; provided, however, that at least one (1) of Developer's representative must be present for a quorum to exist. The Development Committee shall take no action unless a quorum exists, and, except as expressly provided for herein, decisions of the Development Committee shall be by majority vote of the members of the Development Committee present for such vote. If a Deadlock of the Development Committee exists the members of the Development Committee shall engage in negotiations to attempt to overcome the Deadlock. In the event that such discussions fail to resolve the Deadlock, then the Deadlock will be resolved pursuant to and in accordance with the terms and provisions of Section 13.2 hereof, and no action will be taken by the Development Committee or the Developer until such Deadlock has been resolved. The Development Committee shall act in good faith and treat the interests of the Project as fiduciaries. The Development Committee and the Parties shall take all actions necessary to comply with the terms of any obligations of the Tribe related to the Project, including, without limitation those arising under any Compact or Municipal Services Agreement or similar agreement. With the unanimous approval of its members, the Development Committee may delegate some or all of its duties and authority to one or more persons. Any such delegation shall be in writing. Any such delegation may be revoked at any time by any one or more members of the Development Committee by giving written notice of such revocation to all of the other members of the Committee.

(c) **Limitation on Authority of the Development Committee.** Notwithstanding any term or provision of this Agreement to the contrary, the following matters are subject to the prior written consent and approval of Developer and the Tribal Council:

- (1) Any agreement or understanding, and any amendment, modification or alteration thereof, with any Governmental Authority (except the Tribe), relating to the transactions contemplated hereunder and under the Management Agreement or the Loan Agreement.
- (2) Approval of the Loan and the terms and conditions of the Loan Agreement.

- (3) Approval of the Development Plan pursuant to Section 1.9, and any material amendment, modification or alteration of the Development Plan.
- (4) Selection of each member of the Design Team pursuant to Section 3.1, and any change of Design Team members.
- (5) Approval of the Design Agreements pursuant to Section 3.1, and any material amendment, modification or alteration of any of the Design Agreements.
- (6) Approval of the Design Packages pursuant to Section 3.1, and any material amendment, modification or alteration of any of the Design Packages.
- (7) The Development Budget pursuant to Section 3.2, and any material amendment, modification or alteration of the Development Budget.
- (8) Approval of the Concept Design pursuant to Section 3.3, and any material amendment, modification or alteration of the Concept Design.
- (9) Approval of the Program Evaluation of the Project pursuant to Section 3.4, and any material amendment, modification or alteration of the preliminary evaluation.
- (10) Approval of the Schematic Design Documents pursuant to Section 3.4, and any material amendment, modification or alteration to any of the Schematic Design Documents.
- (11) Approval of the Design Development Documents pursuant to Section 3.5, and any material amendment, modification or alteration of any of the Design Development Document
- (12) Any change to this Agreement, the Management Agreement, or any other agreement between the Tribe and Developer.
- (13) Any agreement between Developer and the Tribe.
- (14) The Plans and Specifications pursuant to Section 3.6, and all material amendment, modification or alteration of design elements
- (15) Approval of the Construction Manager pursuant to Section 4.1, and any change in the Construction Manager.
- (16) Approval of the Construction Documents pursuant to Section 4.4, and any material amendment, modification or alteration of the Construction Documents.

- (17) Specifications of, and selection of vendors for Furnishings and Equipment pursuant to Section 5.1.
- (18) Any agreement requiring execution by, or otherwise binding the Tribe, including, without limitation, the Design Agreements and the Construction Documents, and any amendment or modification thereof, including any change order affecting the price by [] or more. 64
- (19) The Annual Project Budget pursuant to Section 1.12, and any material amendment, modification or alteration to the Annual Project Budget.
- (20) Any decision to consider or pay any costs, fees or expenses paid to or on behalf of the Tribe in an amount of [] or more which were not included in the operative Annual Project Budget as a Reimbursable Project Cost.

The Tribal Council shall respond to any request for approval as to any matter within five (5) business days of receiving a written request specifying the request in reasonable detail.

Section 1.7 Tribal Ordinances. The Tribe acknowledges that the Tribe must amend its Gaming Ordinance and enact new ordinances to address, at a minimum, the Tribe's (i) contract bidding process and requirements, (ii) adoption of the Uniform Commercial Code of the State or other similar code for the creation, protection and enforcement of security interests, (iii) rules for the handling and characterization of Net Revenues generated from any Class II or Class III Gaming activity, (iv) all requisite authority to include the sale of tobacco products and alcoholic beverages at the Gaming Facility and (v) any other matters that Developer may reasonably request for the development of the Gaming Facility in accordance with industry standards and this Agreement. Any amendments made to the Gaming Ordinance will be undertaken in the manner required by the Constitution and Applicable Law and shall represent a legitimate effort to ensure that Gaming is conducted pursuant to this Agreement and in a manner that adequately protects the environment, the public health and safety, and the integrity of the Gaming Facility. Any amendments proposed to be made to the Gaming Ordinance, and any newly proposed ordinances or revisions to existing ordinances that may be required or enacted to further the purposes of this Agreement, shall be subject to a ten (10) day period of review and comment by the Developer. The adoption of any amendments to the Gaming Ordinance or any other tribal codes or resolutions that would materially and adversely affect Developer's or Lender's rights under this Agreement, the Loan Agreement, or the Management Agreement shall constitute an Event of Default hereunder if the same are not repealed or revoked within the time specified in Section 11.5. The Tribe agrees that it will not amend its Constitution, Gaming Ordinance, or any other ordinance or law, or enact any new ordinances or laws so as to affect the jurisdiction, power, composition, independence, or by exercise of the police power or otherwise, act to modify, amend, or in any manner impair the Tribe's obligations under this Agreement, the Loan Agreement or the Management Agreement, provided that nothing herein shall prevent the Tribe from adopting regulations protecting the health, safety, and welfare of members of the Tribe and the public.

Section 1.8 Land Acquisition.

Section 1.8.1: Purchase of the Property. The Parties each expressly acknowledge and agree that prior to the Execution Date, the Tribe, pursuant to a duly enacted Resolution of the Tribal Council (a copy of which is attached hereto and incorporated herein as Exhibit B) has selected 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 (the legal description of each of the four (4) parcels comprising the Property are attached hereto and incorporated herein as Exhibits C 1-4). Developer, pursuant to the resolution of the Tribal Council, has caused an Affiliate, NSV Development, L.L.C. (“NSV”) to purchase each of the parcels comprising the Property for an aggregate purchase price of [

] (the “Gaming Site Acquisition Costs”). Notwithstanding the generality of the foregoing, the Tribe expressly warrants and represents to Developer, as a material inducement to cause Developer to execute and enter into this Agreement and to perform the obligations Developer has assumed and agreed to perform hereunder, that the mutual execution of this Agreement constitutes the Tribe’s and the Developer’s express approval of the parcels of real property, described in Exhibits C 1-4, for and on behalf of the Tribe and Developer. The Gaming Site Acquisition Costs as quantified above are as of the date of acquisition, and the elements of such costs are as set forth on Exhibit C-5 hereto.

Section 1.8.2. Conveyance to United States. Developer expressly and explicitly warrants and represent to 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 Tribe remains uncured pursuant to the terms and provisions of Section 11.1 hereof.

Section 1.8.3: Conveyance of Property to Tribe or to a Third Party. Upon the termination of this Agreement prior to conveyance of the Property to the United States in trust for the Tribe in any of the circumstances described below in this Section 1.8.3, the Tribe shall have the right, in addition to such other rights, if any, as it may have under this Agreement as a result of such termination, to purchase the Property as specified below.

(a) Upon the termination of this Agreement pursuant to and in accordance with the terms and conditions of Section 12.1 the Tribe shall have the right to elect to purchase the Property for cash at the fair market value of the Property valued at its highest and best use, assuming that the Property has been acquired by the United States in trust for the benefit of the Tribe and is in trust for its use for Gaming. Written notice of the Tribe’s election shall be given within ninety (90) days of the effective date of termination of this Agreement pursuant to Section 12.1. If the Tribe and Developer are not able to agree on such fair market value, the fair market value shall be determined by appraisal, as follows: Each Party shall select an MAI real estate appraiser with at

least ten (10) years' experience appraising commercial real estate in Contra Costa County California, who shall each give an opinion of fair market value. If the two opinions are within five (5) percent of the higher, the average of the two shall establish such fair market value. If the opinions differ by a greater amount, the two appraisers shall jointly select a third similarly qualified appraiser who shall select the one of the first two appraisals which in the third appraiser's opinion most nearly approximates such fair market value. The appraisal so selected shall establish such fair market value. The third appraiser shall have no authority to give any other or additional opinion. The Tribe shall have the right to revoke its election to purchase after the value is so determined by written notice given within sixty (60) days of the date the value is established.

In the event that the Tribe does not exercise its right to purchase the Property, Developer shall sell, or cause NSV to sell, the Property for the best cash price obtainable to a third party that is not related to NSV or Developer or the Tribe, and each of NSV, Developer and the Tribe agree that they will not at any time thereafter use the Property for Gaming or have any direct or indirect interest in any entity using the Property for Gaming. The Parties (and NSV) shall execute such documents as any of them shall reasonably request for the purposes of implementing the prohibition contained in this paragraph.

Upon the sale of the Property pursuant to this Section 1.8.3(a), notwithstanding any term or provision of this Agreement, the Interim Note, the Tribal Member Note, the Self Sufficiency Note, the Exclusivity Waiver Note or the Tribal Member Note to the contrary, the proceeds of the sale of the Property shall be distributed in the following order of priority: (1) to Developer or NSV to (i) repay the Gaming Site Acquisition Costs, and (ii) reimbursement for any property insurance, property taxes and costs of improvements, engineering, design, surveys and reports (if such reports have value to the buyer) paid by or on behalf of either Developer or NSV, all excluding any interest thereon, provided Developer and NSV shall use such distributed amounts to pay and satisfy any debt or lien encumbering the Property at the time of the sale; and (2) the balance of the proceeds of the sale of the Property shall be divided equally between the Developer and the Tribe without offset or reduction for any indebtedness of the Tribe under this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note or the Tribal Member Note, all of which amounts and obligations shall be deemed fully paid and satisfied, provided that the Guidiville Notes assigned to Developer pursuant to Section 1.10.6 hereof shall remain in Developer's possession, and the Tribe shall execute such documents as Developer shall reasonably request for the purposes of (i) ensuring any and all payments due and payable to the Tribe pursuant to the Guidiville Notes are made directly to Developer, and (ii) perfecting Developer rights and interests in and to the Guidiville Notes, and the collectability thereof.

(b) If this Agreement is terminated pursuant to and in accordance with the terms and conditions of Section 12.2 or 12.3, Developer and NSV shall have the right for a six (6) month period following the effective date of such termination to sell and assign all, but not less than all, of their rights and obligations under this Agreement and the Management Agreement, and to sell the Property, to a qualified and financially capable transferee who assumes in writing all of such obligations of Developer and NSV, including the obligation to convey the Property to the United States in trust for the benefit of the Tribe, on the terms and conditions of this Agreement. The Tribe shall give all reasonable co-operation to Developer's and NSV's sale efforts. The Tribe

shall have the right to approve the transferee, which approval shall not be unreasonably withheld.

If the sale does not occur within such six-month period, the Tribe shall have the right to purchase the Property on the same terms and conditions and procedures as are specified in clause (a), above, except that fair market value shall be determined assuming that the Property cannot be used for Gaming at any time. Notwithstanding the generality of the foregoing, in the event that Developer and NSV enter into agreements to sell their rights and obligations under this Agreement and the Management Agreement, and the Property, within the six (6) month period provided for in this clause (b), but the close of such sale is subject to approval by a Governmental Authority pursuant to Applicable Law, the Tribe's right to purchase the Property pursuant to this clause (b) shall not vest until the completion of the approval process of such Governmental Authority under Applicable Law.

(c) If the Tribe terminates this Agreement as a result of an uncured Event of Default by Developer, the Tribe shall have, in addition to all of its other rights and remedies for such Event of Default, the right to purchase the Property on the same terms and conditions and procedures as are specified in clause (a), above, except that the fair market value of the Property shall be determined assuming that the Property cannot be used for Gaming at any time.

Section 1.9: Development Plan. As soon as reasonably practical after the Execution Date, the Development Committee shall prepare and submit the Development Plan to the Developer and the Tribal Council for approval by both. The Development Plan shall address, among other things, all of the Legal Requirements which must be satisfied prior to the Effective Date, including, without limitation: (i) the United States acquiring title to the Property in trust for the benefit of the Tribe, (ii) the NIGC or the BIA determining that upon the United States accepting title to the Property in trust for the benefit of the Tribe, the Tribe will have the right and ability to conduct Gaming on the Property pursuant to the IGRA, (iii) written approval of the Management Agreement from the Chairman -- NIGC and/or the BIA, (iv) written approval of the Loan Agreement, this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, and the Tribal Member Note from the Chairman -- NIGC and/or the BIA, if required, (v) written approval of the Gaming Ordinance from the Chairman -- NIGC, (vi) for purposes of Class III Gaming, (a) execution and ratification of the Compact by the State, pursuant to State law, (b) approval of the Compact by the Secretary, and (c) publication of a Notice of Approval of the Compact in the Federal Register as provided in 25 U.S.C. §2710(d)(8)(D), (vii) written approval of the Municipal Services Agreement from the Chairman -- NIGC and/or the BIA, if required, (viii) satisfactory completion of all necessary and applicable studies required for the development, construction and operation of the Gaming Facility, (ix) Developer's receipt of all applicable licenses required from any Governmental Authority pursuant to Applicable Law for or related to development, construction or management of the Gaming Facility, and (x) obtaining any and all necessary licenses, permits and approvals required from any Governmental Authority under Applicable Law in connection with the design, development, financing, construction, operation or management of the Gaming Facility pursuant to and in accordance with this Agreement, the Loan Agreement and the Management Agreement. The Development Plan shall detail the steps the Development Committee believes are reasonably necessary to satisfy each of foregoing, as well as reasonable timelines for the satisfaction of each of the foregoing. The Development Committee shall revise the Development Plan quarterly, or as more frequently as the Development Committee deems necessary and appropriate, subject to the approval of both

Developer and the Tribal Council.

Section 1.10: Tribal Payments. With respect to the Interim Loan and related Interim Promissory Note and each of the payments and notes identified in this Section 1.10 below, including but not limited to the Monthly Governmental Payment, the Monthly Housing Payment, the Monthly Self-Sufficiency Payments and related Self Sufficiency Note, the Additional Housing Payment, the Exclusivity Waiver Note, and the Tribal Member Note the parties expressly and explicitly acknowledge and agree that the amounts advanced with respect thereto and the principal thereof and accrued and outstanding interests thereon as of March 31, 2010 are as set forth on Schedule I to this Agreement, and that the Developer has continued to advance such funds as described therein on the terms and conditions set forth below through the Execution Date, with respect to which an update to such Schedule I will be delivered on the Execution Date.

Section 1.10.1 Monthly Governmental Payment. Developer warrants and represents to the Tribe that in consideration of the agreements contained herein and the obligations the Tribe has assumed and agreed to perform hereunder and pursuant to the terms and provisions of the Loan Agreement and the Management Agreement, Developer from the Execution Date shall continue to pay the Tribe a monthly governmental payment (including the amounts identified as such on Schedule I and the update thereto delivered on the Execution Date, the "Monthly Governmental Payments") each month as set forth in the following paragraph. The Developer warrants and represents to the Tribe that the amount of each Monthly Governmental Payment shall be [] for the period commencing on the Execution Date and continuing through the month in which the NIGC and/or the BIA issues a written opinion that upon the United States acquiring the Property in trust for the benefit of the Tribe, the Property will qualify as "Restored Lands" within the meaning and scope of 25 U.S.C. § 2719(b)(1)(iii) (the "Restored Lands Opinion") or is otherwise gaming eligible under the IGRA. The Developer further warrants and represents to the Tribe that for the month following the month in which the Tribe receives the Restored Lands Opinion, and continuing for eight (8) additional months thereafter the amount of each Monthly Governmental Payment shall be []

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Thereafter, and continuing through the month in which the Commencement Date occurs, the amount of the Monthly Governmental Payment shall be []

Each Monthly Governmental Payment shall be payable, in advance, on or before the first day of the month to which such payment applies. The obligation of Developer to pay the Monthly Governmental Payment, as calculated pursuant to this Section, shall continue through the month in which the Commencement Date occurs. The Parties expressly acknowledge and agree that the Tribe shall spend the Monthly Governmental Payment as the Tribe, in its sole discretion, deems reasonable and necessary within the general categories of "Reimbursable Tribal Expenses" to be set forth on the Annual Project Budget, which shall be prepared and approved by the Parties at a date mutually agreed between the Parties, and once approved incorporated herein as Exhibit D. The Parties acknowledge and agree that funds paid to the Tribe under this paragraph shall be Reimbursable Project Costs.

Section 1.10.2 [Reserved].

Section 1.10.3. Housing Assistance. In addition to the other payments set forth in this Section 1.10, Developer warrants and represents to the Tribe that in consideration of this Agreement, the Loan Agreement and the Management Agreement, and the obligations the Tribe has assumed and agreed to perform hereunder and thereunder, Developer shall continue to pay the Tribe a monthly housing payment (including the amounts identified as such on Schedule I and the update thereto delivered on the Execution Date, the "Monthly Housing Payments") in the amount of [] per month. The Monthly Housing Payment shall be payable, in advance, on or before the first day of the month to which the payment applies, with the first payment for the first full calendar month payable on the Execution Date. The obligation to pay the Monthly Housing Payment shall continue through the month in which the Commencement Date occurs. The Parties acknowledge and agree that funds paid to the Tribe under this paragraph shall not be a Reimbursable Project Cost, a Construction and Development Cost, a Start-Up Expense or in any way included within the Self-Sufficiency Note, the Exclusivity Waiver Note or the Tribal Member Note. b4

Section 1.10.4. Self-Sufficiency Program. In addition to the other payments set forth in this Section 1.10, Developer warrants and represents to the Tribe that in consideration of this Agreement, the Loan Agreement and the Management Agreement, and the obligations the Tribe has assumed and agreed to perform hereunder and thereunder, Developer shall continue to loan the Tribe monthly self-sufficiency payments (including the amounts identified as such on Schedule I and the update thereto delivered on the Execution Date, the "Monthly Self-Sufficiency Payments") equal to [] each month. The Monthly Self Sufficiency Payment shall be payable, in advance, on or before the first day of the month to which the payment applies, with the first payment for the first full calendar month payable on the Execution Date. The obligation to pay the Monthly Self-Sufficiency Payment shall continue through August 1, 2010 (such that the payment of the Monthly Self Sufficiency Payment with respect to respect to August, 2010, shall be made on or before August 1, 2010). The Parties acknowledge and agree that funds paid to the Tribe under this paragraph shall not be Reimbursable Project Costs. The Tribe's obligation to repay all advances made as Monthly Self Sufficiency Payments shall be evidenced by a non-interest bearing promissory note in the form of Exhibit E hereto (the "Self-Sufficiency Note") payable in level monthly installments over the term of [] months, with the first payment due on or before the twenty-first (21st) day of the month following the month in which the Commencement Date occurs. The Self-Sufficiency Note shall be paid or payable out of any draws against the Loan. b4

Section 1.10.4(A). Tribal Member Payment. In addition to the other payments set forth in Section 1.10.4, Developer warrants and represents to the Tribe that in consideration of this Agreement, the Loan Agreement, and the Management Agreement, and the obligations the Tribe has assumed and agreed to perform hereunder and thereunder, Developer shall loan the Tribe each month an amount calculated by multiplying the number of tribal members over the age of 18 on the first day of the month by [] the "Monthly Tribal Member Payment". The first Tribal Member Monthly Payment shall be due and payable, without pro-ration, within forty-eight (48) hours following the date on which the Property is acquired by the United States in trust for the benefit of the Tribe in such a manner as the Property shall be gaming eligible under the IGRA (the "Trust Acquisition"), with all subsequent installments of the Monthly Tribal Member Payment due and payable, in advance, on or before b4

the fifth day of the month to which the payment applies. The obligation of Developer to advance the Monthly Tribal Member Payment shall continue through the month in which the Commencement Date occurs. The Parties acknowledge and agree that funds paid to the Tribe under this paragraph shall not be Reimbursable Project Costs. The Tribe's obligation to repay all advances made as Monthly Tribal Member Payments shall be evidenced by a promissory note in the form of Exhibit E1 hereto (the "Tribal Member Note"). Interest on the Tribal Member Note shall accrue from and after each disbursement of funds by Developer to the Tribe pursuant to this Section 1.10.4(A) through the date on which the Property has been acquired by the United States in trust for the benefit of the Tribe and is in trust for its use in Gaming, at a rate equal to the sum of: (i) the "prime rate" as published from time to time in the Wall Street Journal and [] as the prime rate shall be adjusted from time to time, provided that the Tribe shall not owe and Developer shall not collect any interest that would exceed the maximum interest allowed by Applicable Law and the interest rate will be amended and revised to the maximum amount allowed by Applicable Law of California. The Tribal Member Note shall be amortized over [] months from the Commencement Date and shall be payable in monthly payments of principal and interest determined and re-determined at the time of any interest rate change to be that level monthly payment as will amortize principal and interest over the remaining term. The Tribal Member Note shall not be paid or payable, in whole or in part, out of any draws against the Loan.

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Section 1.10.5. Additional Housing Assistance. Developer, in consideration of this Agreement, the Loan Agreement and the Management Agreement, and the obligations the Tribe has assumed and agreed to perform hereunder and thereunder, shall make a one (1) time payment to the Tribe in the total amount of [] (the "Additional Housing Payment"). The Tribe expressly and explicitly acknowledges that Developer has previously advanced to the Tribe [] of this total amount. The remainder of [] the total amount in the sum of [] shall be paid to the Tribe within thirty (30) days after the Effective Date. The Parties acknowledge and agree that funds paid to the Tribe under this paragraph shall not be a Reimbursable Project Cost, a Construction and Development Cost, a Start-Up Expense or in any way included within the Self-Sufficiency Note, the Exclusivity Waiver Note, or the Tribal Member Note.

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Section 1.10.6. Exclusivity Waiver Payment. On or about November 9, 2006 the Tribe executed and entered into a letter agreement (the "Letter Agreement") with The Guidiville Band of Pomo Indians of the Guidiville Rancheria ("Guidiville"), and Upstream Point Molate LLC ("Upstream"), pursuant to which the Tribe (i) made a payment of [] to Guidiville and Upstream on or about December 28, 2006, and (ii) subsequently made a payment in the amount of [] to Guidiville and Upstream on or before January 2, 2008. Developer, in consideration of this Agreement, the Loan Agreement and the Management Agreement, and the obligations the Tribe has assumed and agreed to perform hereunder and thereunder, advanced the Tribe the funds necessary for the Tribe to make the [] payment to Guidiville and Upstream on December 28, 2006, and advance the Tribe the funds necessary for the Tribe to make the additional [] to Guidiville and Upstream on or before January 2, 2008, pursuant to the Letter Agreement. Under the Letter Agreement, Guidiville and Upstream have executed and delivered to the Tribe a promissory note evidencing

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the [redacted] loan the Tribe made to Guidiville and Upstream on December 28, 2006, and Guidiville and Upstream delivered a second promissory note evidencing the [redacted] loan the Tribe made to them on or before January 2, 2008 (collectively, the "Guidiville Notes"). Under the terms of the Letter Agreement, if the United States acquires title to the Property in trust for the Tribe before January 1, 2012 (the "Cancellation Date"), the Guidiville Notes shall be cancelled and Guidiville and Upstream shall be entitled to retain all amounts paid to them under the Letter Agreement, including interest, as consideration for granting the waiver contained therein. Such event is hereinafter referred to as "Guidiville Note Cancellation."

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All advances Developer makes to the Tribe pursuant to this Section 1.10.6 shall not be deemed a Reimbursable Project Cost, but shall instead constitute an independent loan from Developer to the Tribe, which loan shall be evidenced by a promissory note from the Tribe made payable to Developer in the form attached hereto as Exhibit F (the "Exclusivity Waiver Note"). The Tribe, simultaneously with the execution of this Agreement, shall assign the Guidiville Notes to Developer without recourse as security for repayment of the Exclusivity Waiver Note. Interest on the Exclusivity Waiver Note shall accrue from and after each disbursement of funds by Developer to Guidiville and Upstream on behalf of the Tribe pursuant to this Section 1.10.6 through the date on which the Property has been acquired by the United States in trust for the benefit of the Tribe and is in trust for its use in Gaming, at a rate equal to one-half of the sum of: (i) the "prime rate" as published from time to time in the Wall Street Journal and [redacted] (ii) [redacted] as the prime rate shall be adjusted from time to time, provided that the Tribe shall not owe and Developer shall not collect any interest that would exceed the maximum interest allowed by Applicable Law and the interest rate will be amended and revised to the maximum amount allowed by Applicable Law of California. The Exclusivity Waiver Note shall be amortized over [redacted] months from the Commencement Date and shall be payable in monthly payments of principal and interest determined and re-determined at the time of any interest rate change to be that level monthly payment as will amortize principal and interest over the remaining term. The Exclusivity Waiver Note shall not be paid in whole or in part out of proceeds of the Loan.

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Notwithstanding any term or provision of this Agreement, the Loan Agreement, the Management Agreement or the Exclusivity Waiver Note to the contrary, if Guidiville Note Cancellation does not occur on or before the Cancellation Date, the Tribe shall have no obligation under the Exclusivity Waiver Note, whether for principal or accrued interest, and such note shall be cancelled. In such case, the Tribe shall assign the Guidiville Notes to Developer outright and without recourse. Developer shall have recourse only to the Guidiville Notes and shall have no right or recourse against the Tribe, the Enterprise or its revenues or assets for repayment of the Exclusivity Note.

Section 1.11. Reimbursable Project Costs. Reimbursable Project Costs include those costs, fees and expenses directly related to the design, development and construction of the Gaming Facility incurred in connection with the performance of this Agreement, including, without limitation, costs and expenses incurred in connection with: (i) the Secretary's acceptance of title to the Property in trust for the benefit of the Tribe, (ii) a determination by the NIGC or the BIA that upon the United States acquiring title to the Property in trust for the benefit of the Tribe, the Property shall constitute Indian Lands of the Tribe eligible for Gaming within the scope and meaning of the IGRA, (iii) approval of the Management Agreement by the Chairman -- NIGC

and/or the BIA, (iv) approval of the Loan Agreement, this Agreement and the Interim Promissory Note by the Chairman -- NIGC and/or the BIA, if required, (v) written approval of a Gaming Ordinance granted by the Chairman -- NIGC, (vi) satisfaction of all of the conditions to the Effective Date and of all Legal Requirements for the design, development, financing, construction, operation and management of the Gaming Facility pursuant to and in accordance with the terms and provisions of this Agreement, the Loan Agreement and the Management Agreement, (vii) the negotiation, execution and approval of the Compact, (viii) site and Gaming Facility planning, (ix) architectural renderings, plans and working documents, (x) payments to members of the Design Team pursuant to the Design Agreements, (xi) engineering and environmental services, (xii) working drawings, (xiii) construction contract bidding, (xiv) Tribal legal and consultant costs, (xv) Project management costs, (xvi) all other pre-construction professional costs, and (xvii) the Monthly Governmental Payments, subject to the limits contained in Section 1.10.1(A). The Development Fee shall be the only compensation to Developer for its services under this Agreement. Notwithstanding the generality of the foregoing, the Development Committee may unanimously approve fees, costs and expenses, in addition to those fees, costs and expenses included in the Annual Project Budget, either before or after they are incurred in which event such costs, fees or expenses shall be Reimbursable Project Costs. Any costs, fees or expenses reasonably incurred by Developer for Project purposes or for the Tribe in response to unanticipated demands or emergencies shall be Reimbursable Project Costs.

Notwithstanding any term or provision of this Agreement to the contrary, no costs or expenses of Developer or its Affiliates, or their employees, such as, without limitation, overhead or general and administrative expenses, attorneys' fees, travel and entertainment expenses, or the compensation of the Developer's appointees to the Development Committee, shall be included as Reimbursable Project Costs, all such costs or expenses shall be paid and borne only by Developer and its Affiliates. Additionally, all advances which Developer makes to the Tribe pursuant to Sections 1.10.4 and 1.10.6 shall not be deemed Reimbursable Project Costs, and instead shall remain due and payable pursuant to and in accordance with the terms and provisions of the Self-Sufficiency Note, the Tribal Member Note and the Exclusivity Waiver Note, respectively.

Section 1.12. Annual Project Budget. The Development Committee shall prepare for approval by Developer and the Tribal Council an annual budget for the purpose of undertaking the performance of the Project (the "Annual Project Budget"). The Annual Project Budget shall include reasonably specific line items for all costs and expenses reasonably anticipated in connection with performance of the Project, including, without limitation, (i) projections of all Reimbursable Project Costs, and (ii) all other payments Developer is required to make to or on behalf of the Tribe pursuant to Section 1.10 of this Agreement. Notwithstanding the generality of the foregoing or any other term or provision of this Agreement to the contrary, the Annual Project Budget shall not include any items associated with the establishment or operation of the Tribal Gaming Commission. In the event that the Parties fail or refuse to jointly approve an Annual Project Budget, until such Deadlock is resolved pursuant to the dispute resolution provisions set forth herein, the most recent jointly approved Annual Project Budget shall remain effective, and then costs, fees or expenses that are actually incurred by Developer and are within the projected total costs of the last approved Annual Project Budget shall be Reimbursable Project Costs. The initial Annual Project Budget shall be prepared and approved by the Parties at a date mutually agreed between the Parties, and once approved attached hereto and incorporated herein as Exhibit D. The Development Committee shall comply with the Annual Project Budget,

and shall make no request for distribution of funds under the Interim Loan which are inconsistent with the terms and provisions of this Agreement or exceed the budgeted amounts provided for in the then-current Annual Project Budget.

ARTICLE 2 INTERIM LOAN

Section 2.1. Interim Loan. The Tribe expressly and explicitly acknowledges that as of and through March 31, 2010, Developer has advanced to or on behalf of the Tribe, as an Interim Loan, amounts which, together with accrued interest thereon through that date, total the sum set forth on Schedule I to this Agreement as constituting the Interim Loan, which sums were advanced in connection with and in furtherance of the transactions contemplated herein, and which amounts the Parties warrant and represent to each other are Reimbursable Project Costs and interest thereon included in and repayable pursuant to and in accordance with the terms and provisions of the Interim Promissory Note.

Provided that this Agreement is not terminated, commencing upon the Execution Date and continuing until the later of: (i) the Effective Date, or (ii) the first availability of proceeds of the Loan pursuant to the terms of the Loan Agreement, Developer shall make the Interim Loan to the Tribe for the payment of Reimbursable Project Costs. Notwithstanding any term or provision of this Agreement or the Interim Promissory Note, proceeds of the Interim Loan shall be used exclusively for payment of Reimbursable Project Costs. Any Reimbursable Project Costs incurred after the availability of the Loan shall be paid solely from the proceeds of the Loan. To the extent that any costs, fees or expenses which would otherwise constitute Reimbursable Project Costs are paid with proceeds of the Loan, such Costs shall constitute Construction and Development Costs and not Reimbursable Project Costs.

On or before the 15th day of each month during the Term hereof, Developer shall provide the Development Committee with a detailed schedule of all Reimbursable Project Costs incurred and paid during the preceding month (the "Report"). The Development Committee shall provide the Tribe with all such Reports. The Tribe shall inform the Development Committee of any objections it may have to such Report within sixty (60) days of its receipt of the Report. In the event that the Tribe does not object in writing to any one or more of the Reimbursable Project Costs or other actions taken by the Development Committee or Developer and described on the Report, then the Tribe will be deemed to have consented to all of the Reimbursable Project Costs and all other expenses specifically set forth in the Report.

Subject to the terms and provisions of this Agreement, Developer shall advance proceeds of the Interim Loan to or as otherwise directed by the Development Committee within fifteen (15) days of a written request for distribution of Interim Loan proceeds pursuant to and in accordance with the terms and provisions of this Agreement; provided that each such request shall contain written certification by the Tribe's representatives on the Development Committee that: (i) the Tribe has approved the most recent Report prepared and submitted to the Tribe for approval pursuant to Section 2.1 hereof, and (ii) there are no Reports which, as of the date of the request, remain outstanding and unapproved by the Tribe. Interest on the Interim Promissory Note shall accrue from and after each disbursement of funds under the Interim Loan through the date on which the Interim Loan is repaid in full pursuant to the terms and provisions of the

Interim Promissory Note at a rate equal to the "prime rate" as published from time to time in the Wall Street Journal plus [] as the same shall be adjusted from time to time, provided that the Tribe shall not owe and Developer shall not collect any interest that would exceed the maximum interest allowed by Applicable Law and the interest rate will be amended and revised to the maximum amount allowed by Applicable Law of California. The Interim Loan shall be amortized over the [] months from the Commencement Date and shall be payable in monthly payments of principal and interest determined and re-determined at the time of any interest rate change to be that level monthly payment as will amortize principal and interest over the remaining term. Notwithstanding the foregoing, the Parties agree that if commercially reasonable and practical, the Interim Promissory Note shall be payable out of one or more draws against the Loan, in which case such amounts shall be payable in accordance with the terms of the Loan.

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ARTICLE 3 DESIGN PHASE

Section 3.1. Employment of Design Consultants. Developer shall use its experience and professional expertise to pre-qualify architects, engineers, and other design consultants as the Development Committee shall reasonably require (the "Design Team"), consisting, at a minimum of a licensed architect, civil engineer, mechanical engineer, electrical engineer and environmental engineer, to be engaged on the Project. Developer shall present to the Development Committee a recommendation for a Design Team to be engaged for the design and engineering of the Gaming Facility; said Design Team to be headed by and managed by the Developer. The Developer shall give particular consideration to prospective Design Team members recommended by the Tribe. The Developer shall provide the Development Committee with sufficient information, including interviews and presentations if requested by any member of the Development Committee, to allow the Development Committee and the Tribal Council to fully evaluate each prospective member of the Design Team. The Tribe's representatives on the Development Committee may provide any or all such information to any other members of the Tribal Council or the Tribe. If any member of the recommended Design Team is deemed unacceptable to the Tribe's representatives on the Development Committee for any reasonable objection, then Developer shall make additional recommendation(s) to the Development Committee provided, however, that the final selection of all Design Team members shall be made jointly by Developer and the Tribal Council as provided in Section 1.6(c) of this Agreement. The Tribe, through the Development Committee, shall engage such Design Team members for the purpose of performing certain services in connection with the design, development and construction of the Gaming Facility, including site development. The Tribe's agreement with the each member of the Design Team shall be in the form of a written contract with each Design Team member individually (collectively, the "Design Agreements") prepared by Developer in consultation with the Development Committee, and approved by both Developer and the Tribal Council. The scope of the Project contemplated by this Agreement shall be stated and established in the Design Agreements, and shall be subject to the approval of the Developer and the Tribal Council. The design shall include and facilitate the possibility of the Tribe designing and constructing a concurrent or future phased addition of additional Gaming space and/or non-gaming amenities ("Design Packages"), subject to approval by Developer and the Tribal Council. The Design Agreements shall allow Developer, acting as Developer, the right and responsibility to supervise, direct, control and administer the duties, activities and functions of the Design Team and to efficiently carry out its covenants and obligations under this Agreement; but

the Design Agreement shall provide that the Developer will consult closely with the Development Committee and seek its approval where approval is required under the terms of this Agreement, including for all substantial design elements.

Section 3.2. Design and Construction Budgets. Developer, with the assistance and input of the architect, shall submit to the Development Committee and the Tribal Council proposed budgets (collectively, the "Development Budget") for all Construction and Development Costs, and related costs which may be identified, prior to the commencement of design by the architect. The final Development Budget shall be subject to the approval of both the Developer and the Tribal Council. The Development Budget shall reflect planned phasing, if any. Developer may, after notice to the Development Committee and approval by the Tribal Council, revise the aggregate Development Budget from time to time, as necessary and appropriate, to reflect any unpredicted changes, variables or events or to include additional and unanticipated Reimbursable Project Costs. Developer may, in its reasonable discretion, reallocate part or all of the amount budgeted with respect to any line item to another line item and to make such other modifications to the Development Budget as Developer deems necessary and appropriate, provided that: (i) such reallocation or modification is not greater than [] of any single line item expense under the Development Budget, (ii) the cumulative modifications of the Development Budget for all Construction and Development Costs shall not, without the Tribe's prior approval, exceed the approved aggregate Development Budget by more than [] and (iii) such reallocations or modifications do not otherwise conflict with the terms of this Agreement. Notwithstanding the preceding sentences, Developer shall have the right to make expenditures in excess of the Development Budget where, in the reasonable opinion of Developer, such expenditure is necessary on an emergency basis to protect the Project or the interests of the Tribe and there is not sufficient time to notify the Development Committee or obtain Tribal Council approval, and such expenditures shall be deemed Reimbursable Project Costs.

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Section 3.3. Concept Design and Engineering. The Developer shall prepare for review by the Development Committee and approval by the Tribal Council, a statement of the concept design and engineering requirements for the Gaming Facility, including, but not limited to, planned phasing, if any, a program of preliminary objectives, schedule requirements, design criteria, including assumptions regarding compliance with NEPA, infrastructure, access, HVAC demands, space requirements and relationships, special equipment and any other site requirements (the "Concept Design"). Developer and the Tribal Council shall jointly approve the final Concept Design.

Section 3.4. Preliminary Program Evaluation. The Developer shall prepare, or cause to be prepared, for review by the Development Committee and approval by the Tribal Council, a preliminary evaluation of the proposed Project including, but not limited to, market analysis, planned phasing, if any, Project schedule and timeline, Development Budget requirements, and alternative approaches to Project design and construction (the "Program Evaluation"). Developer and the Tribal Council shall jointly approve the final Program Evaluation. Based upon the agreed upon Project schedule and timeline, Development Budget requirements and the Concept Design, and the Design Team shall, under the direction of the Developer, prepare schematic design documents consisting of drawings and other documents illustrating the scale and relationship of the Gaming Facility to the Property (the "Schematic Design Documents"). Developer and the Tribal Council shall jointly approve the final Schematic Design Documents.

Section 3.5. Design Development. After review by the Development Committee, and upon final approval of the Schematic Design Documents by the Developer and the Tribal Council, the Design Team shall prepare design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements and/or Design Packages as may be appropriate (the "Design Development Documents"). Further, the Design Team shall advise the Developer with respect to any potential variations from Development Budget estimates. The Developer shall submit to the Tribal Council for their review and approval, finalized versions of the Design Development Documents prepared by the Design Team and agreed to by Developer. Developer and the Tribal Council shall jointly approve the final Design Development Documents.

Section 3.6. Plans and Specifications. Based upon the approved Design Development Documents and any further adjustments in the scope and quality of the Project or in the Development Budget, the Design Team shall prepare for approval by the Developer and the Tribal Council, construction documents consisting of preliminary drawings and specifications setting forth the general requirements for construction of the Project. After approval by the Developer and the Tribal Council, the Design Team, at the direction of the Developer, shall proceed with completion of detailed plans and specifications as they relate to construction of portions of the Gaming Facility in the order such portions are to be completed or in the order required for sequential completion (the "Plans and Specifications"), and shall proceed with completion of all Plans and Specifications on the schedule developed by the Developer. The Design Team shall advise the Developer, and the Developer shall advise the Development Committee of any adjustments to previous Development Budget estimates.

As portions of the detailed Plans and Specifications are completed for segments of the Project, the Design Team shall be required to submit duplicate copies of those portions of the Plans and Specifications to the Developer and the Developer shall review said plans with the Development Committee and the Tribal Council for approval by both Developer and the Tribal Council prior to release of such documents to prospective bidders for bidding.

Section 3.7. Compliance with Construction Standards, Environmental Laws and Regulations. The Gaming Facility shall be designed and constructed so as to comply with the NEPA. The Tribe shall adopt a Tribal Ordinance providing that the design and construction of the Gaming Facility shall, except to the extent a particular requirement or requirements may be waived in writing by the Tribal Council, meet or exceed all reasonable minimum standards pertaining to the Tribe and national building codes, fire codes and safety and traffic requirements (but excluding planning, zoning and property use laws, ordinances, regulations and requirements), which would be imposed on the Gaming Facility by existing (to the extent applicable) California or Federal statutes or regulations or which are required under the terms of the Compact or the Municipal Services Agreement. Nothing in this subsection shall grant to the State or any political subdivision thereof any jurisdiction (including but not limited to, jurisdiction regarding zoning or property use) over the development, management and operation of the Gaming Facility.

ARTICLE 4 CONSTRUCTION PHASE

Section 4.1. Selection of Construction Manager, Contractors and Vendors. The Developer shall initiate a pre-bid selection process in order to pre-qualify all prospective contractors, sub-contractors, and vendors. The Developer shall submit the list of pre-qualified contractors and vendors to the Tribal Council together with the Developer's recommendation for its review, comment and approval. The Developer shall give particular consideration to contractors, sub-contractors, and vendors recommended by the Tribe's representatives on the Development Committee. The Developer shall provide the Tribe with sufficient information to allow the Tribal Council to fully evaluate each prospective pre-qualified contractor and/or vendor. Special consideration shall be given in the selection of contractors to: Tribal Members and to qualified Native American owned companies, to companies with a program for effective employment of Native American employees and subcontractors that is satisfactory to the Tribe, and local businesses. Prior to undertaking the activities set forth in this Section 4.1 the Developer shall employ, at its sole cost, a qualified Construction Manager, approved by the Tribal Council, to oversee and manage the construction phase of the Project.

Section 4.2. Vendor Preferences. In entering into contracts for the supply of goods and services for the Project or the Gaming Facility, including the selection of contractors, subcontractors and suppliers, the Developer shall give preference to qualified Native Americans, their spouses and children, qualified business entities certified by the Tribal Council to be controlled by members of the Tribe, and local businesses. "Qualified" shall mean a Native American or the spouse or children of a Native American, or a business entity certified by the Tribal Council to be controlled by a Native American, who or which is able to provide services at competitive prices, has demonstrated skills and abilities to perform the tasks to be undertaken in an acceptable manner in the Developer's opinion, and can meet the reasonable bonding requirements of Developer or Lender. The Developer shall provide written notice to the Development Committee in advance of all such contracting, subcontracting and construction opportunities.

Section 4.3. Proposal Review. Subsequent to the pre-qualification of prospective contractors, the Developer, in consultation with the Development Committee, shall conduct a review of responsive proposals for the various components of construction of the Project and the Gaming Facility, and the Developer shall recommend to the Tribe the best qualified contractor with the lowest responsible bid proposal. The recommended contractor shall be subject to the approval of Developer and the Tribal Council, shall be properly licensed in the State, shall meet commercially reasonable financial capability requirements established by the Development Committee for the benefit of the Tribe, and shall be capable of furnishing a payment and performance bond satisfactory to the Developer, the Lender and the Development Committee to cover the construction for which the contractor may be retained.

Section 4.4. Contracts. The Tribal Council on behalf of the Tribe shall enter into construction contract or contracts (the "Construction Documents"), approved by Developer and the Tribal Council, with the parties selected pursuant to this Article 4 and approved in the form drafted and negotiated by the Developer and approved by the Development Committee and the Tribal Council for each Construction Document. The final Construction Documents shall be jointly

approved by Developer and the Tribal Council. The Construction Documents shall provide that work shall begin only after the Effective Date, and the Construction Documents may provide that they shall be canceled by either Party if the Effective Date has not occurred by a specified fixed calendar date. The selected contractor shall be compensated solely from the Loan proceeds subject to, and in accordance with the terms, conditions and provisions of the Construction Documents and the Loan Agreement.

Section 4.5. Construction Document Provisions. The Construction Documents shall: (i) require the successful contractors to be responsible for providing all materials, equipment and labor necessary to construct and equip the Project as necessary, including site development; (ii) include appropriate provisions assuring exemption from the State sales and use tax for goods, materials and services in the Project (to the extent said exemption is available for the Project); and (iii) require all contractors to construct the Project in accordance with the Plans and Specifications, including any changes or modifications thereto approved by the Developer, the Development Committee and the Tribal Council. The Construction Documents will provide for insurance conforming to the applicable insurance requirements of the Management Agreement, appropriate lien waivers, and for construction schedules by which milestones, progress payments and late penalties, if any, may be calculated.

Section 4.6. Construction Administration. The Construction Documents shall provide that the Developer shall be responsible for all construction administration during the construction phase of the Project. The Developer shall act as the Tribe's designated representative and shall have full power and complete authority to act on behalf of the Tribe in connection with the Construction Documents, subject to the approval rights of the Tribal Council under this Agreement. To the extent allowed by the Design Agreement(s) and the Construction Documents, the Developer shall have full control and charge of any persons performing work on the Project site, and shall interpret and decide on matters concerning the performance of any requirements of the Construction Documents, subject to the approval rights of the Tribal Council under this Agreement. The Developer shall have the authority to reject work that does not conform to the Construction Documents. The Developer may conduct inspections to determine the date or dates of substantial completion and the Completion Date. The Developer shall observe and evaluate or authorize the observation and evaluation of Project work performed, review or authorize review of applications for payment for submission to the Development Committee and review or authorize review and certification of the amounts due the contractors and/or vendors before any such payments are made.

Section 4.7. Construction Commencement and Completion. The Construction Documents shall contain such provisions for the protection of the Tribe and Developer as the Tribe and Developer shall deem appropriate; shall provide that the construction of the Project, shall commence on the Effective Date following and subject to satisfaction of all Legal Requirements necessary to commence construction; and shall also provide that any contractor shall complete construction within such time as the Tribe and Developer agree following the commencement of construction. All contractors shall, at a minimum, warrant their respective portions of the work to be performed to be free of defects for at least one year after the Completion Date.

ARTICLE 5 FURNISHINGS AND EQUIPMENT

Section 5.1. Selection of Furnishings and Equipment. The Developer shall submit to the Development Committee, for its review and for approval by the Tribal Council, the specifications for Furnishings and Equipment in compliance with industry standards. Thereafter, the Developer shall select and procure vendors for purchase by the Tribe of Furnishings and Equipment required to operate the Gaming Facility in conformity with such specifications and any industry standards, and subject to approval of the Tribal Council. Alternatively, in the sole discretion of the Tribe, the Developer may arrange for the procurement of Furnishings and Equipment on lease terms as may be approved by the Tribal Council. Any commitments for the procurement of Furnishings and Equipment shall, however, become binding on the Tribe only upon or after the Effective Date.

ARTICLE 6 TERM

Section 6.1. Term. This Agreement shall be entered into and remain in full force and effect from the Execution Date for a period ending upon the later of: (i) 6 months from the Execution Date, (ii) when the obligations of the Parties under this Agreement have expired or have been fulfilled, or (iii) until all obligations owed to Developer by the Tribe pursuant to this Agreement, the Interim Promissory Note and the Self-Sufficiency Note have been satisfied in full, whichever is later. b4

ARTICLE 7 THE LOAN

Section 7.1. Loan Commitment. Developer shall be responsible for undertaking all commercially reasonable efforts in making or arranging for a Loan to the Tribe to finance the design, development, construction and initial equipping of the Project. Notwithstanding the generality of the foregoing, Developer shall have no obligation to make or arrange for funding of the Loan until after the Effective Date has occurred, but shall take all commercially reasonable preliminary steps to permit the Loan to be funded as soon as possible after the Effective Date. The Parties acknowledge that the final financing commitments may not be possible until after the total cost of the Project is known and the Plans and Specifications are approved. Developer warrants and represents that the Loan shall be sufficient to fund all Construction and Development Costs pursuant to and in accordance with the terms and provisions of this Agreement, all costs, fees and expenses, however designated, either Party incurs in connection with or pursuant to the Loan Agreement, which costs, fees or expenses, unless otherwise provided for in the Loan Agreement, shall be due and payable upon the closing of the Loan, and shall be on terms no less favorable to the Tribe than the following:

- (i) The principal of the Loan shall be for an amount sufficient to meet the needs of the Project, including, without limitation, the payment of all Construction and Development Costs in accordance with the terms and provisions of this Agreement and all costs, fees and expenses, however

designated, either Party incurs in connection with or pursuant to the Loan Agreement, which costs, fees or expenses, unless otherwise provided for in the Loan Agreement, shall be due and payable upon the closing of the Loan. Additionally, if commercially reasonable and practical, the principal amount of the Loan shall include amounts necessary to repay the Interim Loan and the loan evidenced by the Self-Sufficiency Note.

- (ii) Interest shall be at a per annum fixed or variable rate, plus any reasonable and customary fees and expenses, as are acceptable to the Tribe, however, so long as the rate is within the accepted market range for similar financing at the time of the Loan, said acceptance shall not be unreasonably withheld.
- (iii) The Loan shall be available at the earliest date possible following the Effective Date, with interest and repayment terms to be as provided in the Loan Agreement (subject to approval by the Tribal Council).
- (iv) The Loan shall be repayable solely out of revenues of the Gaming Facility, and the Furnishings and Equipment. The Loan shall be a limited recourse obligation of the Tribe, with recourse being limited to the Furnishings and Equipment and to the Net Revenue; provided that the Tribe shall waive sovereign immunity with respect to the Loan only to the extent provided in Article 13 of this Agreement. There shall be no recourse to the Property or to any assets purchased with authorized Tribal Distribution Payments, or any portion thereof.
- (v) [Deleted.]
- (vi) The Tribe shall covenant not to encumber the Property or any of the assets of the Gaming Facility, including without limitation, the Furnishings and Equipment, without prior written consent of Developer and the Lender.
- (vii) The Loan shall not be assignable by either Developer or the Tribe without the written discretionary consent of the non-assigning Party.
- (viii) The Tribe shall consent to the jurisdiction of the state and federal courts, only to the extent provided in Section 13.1 of this Agreement, and to State law as the law governing the Loan Agreement.
- (ix) The Loan may be made directly by the Lender to the Tribe, provided that the Loan is non-recourse to the Tribe as described in Section 7.2(iv) above, and otherwise conforms with the terms set forth in this Section 7.2.
- (x) Developer shall have no obligation to arrange or directly fund the Loan unless and until Developer has received written evidence, in form and substance acceptable to Developer in its reasonable discretion, demonstrating the satisfaction of all Legal Requirements.

- (xi) That a Management Agreement between the Tribe and Developer executed simultaneously herewith shall be approved by the Chairman -- NIGC.

ARTICLE 8 DEVELOPER FEE

Section 8.1. Developer Fee. The Tribe shall pay and Developer shall receive a Developer Fee in an amount equal to the greater of (i) [] of the total amount of the Construction and Development Costs (but exclusive of the Developer Fee) and (ii) [] of the proceeds of the Loan and deemed earned by, and shall be disbursed from time to time to, Developer in proportion to and at the time of disbursement of proceeds of the Loan.

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ARTICLE 9 EXCLUSIVITY

Section 9.1. Exclusivity Regarding Gaming Facility. During the term of this Agreement, or any extension hereof, Developer shall have an exclusive relationship with the Tribe regarding the design, development, construction, financing and initial equipping of the Project and of the Gaming Facility.

Section 9.2. Restrictions on Collateral Development. During the term of this Agreement and the Management Agreement, Developer agrees not to develop, operate or manage any gaming and/or hotel/resort facilities within [] miles of the Gaming Facility without the written consent of the Tribe, and the Tribe agrees to not engage the services of any other developer with respect to the Project and not to engage in any other gaming development projects except the Project.

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ARTICLE 10 REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 10.1. Representations and Warranties of the Tribe. The Tribe represents and warrants to Developer as follows:

- (i) The Tribe's execution, delivery and performance of this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note, the Tribal Member Note and all other instruments and agreements executed in connection with this Agreement, the Interim Promissory Note and the Exclusivity Waiver Note have been properly authorized by the Tribe and do not require further Tribal approval.
- (ii) This Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note, and the Tribal Member

Note subject to satisfaction of all Legal Requirements, have been properly executed, and once approved in accordance with Legal Requirements constitute the Tribe's legal, valid and binding obligations, enforceable against the Tribe in accordance with their terms.

- (iii) Except as set forth in Exhibit G attached hereto and incorporated herein, there are no actions, suits or proceedings, pending or threatened, against or affecting the Tribe before any court or Governmental Authority of which Developer has not been advised of in writing by the Tribe and which Developer has acknowledged.
- (iv) That the Tribe shall not act in any way whatsoever, directly or indirectly, to cause this Agreement to be amended, modified, canceled, or terminated, except pursuant to its express terms, and shall take all actions necessary to ensure that this Agreement shall remain in full force and effect at all times.
- (v) The Tribe has adopted a Tribal Gaming Ordinance approved by the Chairman – NIGC on or about February 16, 1999, pursuant to the IGRA and the Tribe has not amended or modified the NIGC approved Tribal Gaming Ordinance other than as provided herein.

Section 10.2. Covenants by the Tribe. The Tribe covenants and agrees as follows:

- (i) Subject to the reasonable health, safety and welfare concerns of the Tribe, the Tribe shall not amend or modify the Tribal Gaming Ordinance in a manner which has a material, adverse affect on the rights of Developer hereunder. Prior to any amendment or modification of the Tribal Gaming Ordinance, the Tribe will give Developer the opportunity to review and comment on the drafts thereof, but the Tribe shall not be bound by any of such comments. Any amendment or modification of the Tribal Gaming Ordinance will satisfy all Applicable Laws and be consistent with the terms and provisions of this Agreement and the Management Agreement.
- (ii) The Tribe agrees to enter into the Loan Agreement, and execute the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note, the Tribal Member Note and such other documents, contracts, agreements or instruments as may be reasonably necessary to carry out the purposes of this Agreement in accordance with the terms of the Compact, the Legal Requirements, and factual particulars for development, construction and operation of the Gaming Facility for Class II Gaming, and Class III Gaming, if applicable, provided that the Tribe shall retain such rights of approval as are provided for in this Agreement, and provided that the Tribe shall not be required to waive its sovereign immunity beyond the waiver expressly given in this Agreement.
- (iii) That during the term of this Agreement and the Management Agreement, the Tribe shall enact no law impairing the obligations of contracts entered into

in furtherance of the development, construction, operation and promotion of Gaming on Property. Neither the Tribal Council nor any committee, agency, board or other official body, and no officer or official of the Tribe shall, by exercise of the police power or otherwise, act to modify, amend, or in any manner impair the obligations of contracts entered into by the Tribe or other Parties with the express approval of the Tribe in furtherance of the financing, development, construction, operation, or promotion of Gaming on the Property without the written consent of the non-Tribal Parties to such contracts. Any such action or attempted action shall be void *ab initio*, and shall constitute an Event of Default hereunder. However, nothing in this Section shall prevent the Tribe from enforcing any of its Tribal codes for the purposes of reasonably protecting public health and safety and the integrity of the Gaming operations.

- (iv) That the Tribe will waive sovereign immunity on the limited basis described in Article 13 with respect to this Agreement, the Management Agreement, the Loan Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note, the Tribal Member Note and any and all documents, contracts, instruments and security agreements arising under any of the foregoing which have been approved by the Tribe.
- (v) That this Agreement, the Management Agreement, the Loan Agreement, the Note, the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note, the Tribal Member Note and any and all documents, contracts, instruments and security interests arising under any of the foregoing shall be enforceable in accordance with their terms, subject to the law relating to bankruptcy or for the protection of creditors and subject to the sovereign immunity of the Tribe, to the extent it has not been expressly waived by the Tribe.
- (vi) That in its performance of this Agreement, it shall comply with all Legal Requirements and Applicable Laws.

Section 10.3. Representations and Warranties of Developer. Developer represents and warrants to the Tribe as follows:

- (i) Developer's execution, delivery and performance of this Agreement and all other instruments and agreements executed in connection with this Agreement have been properly authorized by Developer and do not require further approval.
- (ii) This Agreement has been properly executed, and once approved in accordance with Legal Requirements, constitutes Developer's legal, valid and binding obligations, enforceable against Developer in accordance with its terms.

- (iii) Except as provided for in Exhibit H hereto, there are no actions, suits or proceedings pending or threatened against or affecting Developer before any court or governmental agency that would in any material way affect Developer's ability to perform this Agreement.
- (iv) That Developer shall not act in any way whatsoever, directly or indirectly, to cause this Agreement to be amended, modified, canceled, or terminated, except pursuant to its express terms, and shall take all actions necessary to ensure that this Agreement shall remain in full force and effect at all times.
- (v) That Developer has the financial capacity to pay to the Tribe all fees and payments and to make or arrange all advances and loans described in this Agreement.
- (vi) That Developer has the ability and expertise to perform all requirements of Developer provided for in this Agreement.

Section 10.4. Covenants by Developer. Developer covenants and agrees that in its performance of this Agreement, it will comply with all Legal Requirements and Applicable Laws.

Section 10.5. Indemnity. Developer agrees to defend and indemnify the Tribe and its tribal members, agents, and representatives, against all claims, losses, liabilities, causes of action, judgments and costs, including attorneys' fees, arising out of or alleged to arise out of the failure of Developer to make the advances to the Tribe pursuant to Section 1.10.6, provided, however, that as a condition to the obligations Developer has assumed under this Section 10.5, the Tribe shall, in any action either Guidiville or Upstream may initiate to enforce the terms and provisions of the Letter Agreement, raise, or permit Developer to raise, all defenses the Tribe may have against Guidiville and Upstream related to the obligations the Tribe assumed and agreed to perform under the terms and provisions of the Letter Agreement.

ARTICLE 11 EVENTS OF DEFAULT

Section 11.1. Events of Default by the Tribe. Each of the following shall be an Event of Default:

- (i) An Event of Default by the Tribe occurs under the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note, the Tribal Member Note or any other indebtedness to Developer that the Tribe owes or has guaranteed and such failure shall remain uncured pursuant to the terms and provisions of Section 11.5 of this Agreement.
- (ii) Any event referred to in the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note, or the Tribal Member Note that permits Developer to declare any of such Note(s) due and

payable shall occur.

- (iii) The Tribe shall default in the due observance or performance of any of its obligations, representations, warranties or covenants hereunder and shall not have commenced and diligently pursued the cure of such default pursuant to Section 11.5 of this Agreement.
- (iv) Any material representation or warranty that the Tribe has made under this Agreement shall prove to have been untrue when made, or is later untrue without notice to Developer of the change in status and written acceptance by Developer of the changed status.
- (v) The Tribe violates the provisions of Article 9 of this Agreement.
- (vi) The Tribe fails to take any and all reasonable steps necessary to satisfy all Legal Requirements for any of this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note, the Tribal Member Note, the Management Agreement, the Loan Agreement or any contract, agreement, instrument or understanding provided for therein to constitute valid and binding obligations of the Tribe enforceable pursuant to the terms and provisions hereof or thereof under Applicable Law, or, without good cause, withdrawing or failing to diligently pursue, any of the aforementioned Documents from consideration for approval by the BIA, the NIGC or any other Governmental Authority whose approval is required under Applicable Law for such Documents to constitute valid and binding obligations of the Tribe.
- (vii) The Tribe shall: (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (b) admit in writing its inability, or be generally unable, to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (e) be adjudicated insolvent or be the subject of an order for relief under any chapter of the Bankruptcy Code (11 U.S.C. §101, et. seq.), (f) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, or (g) acquiesce to, or fail to controvert in a timely manner, any petition filed against it in an involuntary case under such bankruptcy laws.
- (viii) A case or other proceeding shall be commenced against, and without the application or consent of the Tribe in any court of competent jurisdiction, seeking the liquidation, reorganization, dissolution, winding up, or composition or readjustment of debts of the Tribe, the appointment of a trustee, receiver, custodian, liquidator or the like of the Tribe, or any

similar action with respect to the Tribe under the federal bankruptcy laws (as now or hereafter in effect) or any other laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of sixty days, or an order for relief against the Tribe shall be entered in an involuntary case under such bankruptcy laws.

- (ix) There shall exist an uncured Event of Default by the Tribe under, and as defined in, the Management Agreement.

Section 11.2 Developer's Rights and Remedies. Upon the occurrence of an Event of Default caused by Tribe, Developer shall provide the Tribe with written notice of the Event of Default, which notice shall, among other things, specifically advise the Tribe of the acts or omissions constituting the Event of Default, the actions the Tribe must take, or refrain from taking, to cure such Event of Default, and the Tribe's right to cure such Event of Default pursuant to and in accordance with the terms and provisions of section 11.5 of this Agreement. If the Event of Default described in the notice provided for above remains uncured under the terms of Section 11.5 hereof, Developer may, upon written notice to the Tribe, declare Developer's commitment to make advances under this Agreement, including, without limitation, the Monthly Self-Sufficiency Payment and any advances Developer has agreed to make pursuant to Section 1.10.6 of this Agreement, or the Interim Loan terminated and/or declare the principal balance of the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, and the Tribal Member Note, and all accrued, unpaid interest and all other fees and charges due and payable under the terms and provision of thereof to be immediately due and payable. The Tribe hereby irrevocably authorizes Developer to set off all sums found to be owing pursuant to the provisions of Article 13 by the Tribe to Developer against all credits the Tribe may have with Developer, and any claims the Tribe may have against Developer. The Developer may also exercise any other rights and remedies available to the Developer pursuant to this Agreement, Applicable Law or in equity, subject at all times to the provisions of Section 13.1.

Section 11.3. Events of Default by Developer. Each of the following shall be an Event of Default:

- (i) Developer shall, through December 31, 2010, and up to an aggregate amount of [redacted], fail to make advances or loans required by this Agreement, and such failure shall remain uncured pursuant to the terms and provisions of Section 11.5 of this Agreement. After December 31, 2010 or above the aggregate amount of [redacted] Developer's breach of this subsection 11.3(i) shall not constitute an Event of Default, but shall constitute an event permitting the Tribe to terminate this Agreement without a claim for damages of any kind against Developer or any Indemnified Party.
- (ii) Developer shall default in the due observance or performance of any of its obligations, representations, warranties or covenants hereunder and shall not have commenced and diligently pursued the cure of such default

pursuant to Section 11.5 of this Agreement.

- (iii) Any material representation or warranty that Developer has made under this Agreement shall prove to have been untrue when made, or is later untrue without notice to the Tribe of the change in status and written acceptance by the Tribe of the changed status.
- (iv) Developer violates the provisions of Article 9 of this Agreement.
- (v) Developer shall be in material breach under this Agreement or the Management Agreement after any applicable cure periods thereunder.
- (vi) Developer shall: (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (b) admit in writing its inability, or be generally unable, to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (e) be adjudicated insolvent or be the subject of an order for relief under any chapter of the Bankruptcy Code (11 U.S.C. §101, et. seq.), (f) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, or (g) acquiesce to, or fail to controvert in a timely manner, any petition filed against it in an involuntary case under such bankruptcy laws.
- (vii) A case or other proceeding shall be commenced against, and without the application or consent of the Developer in any court of competent jurisdiction, seeking the liquidation, reorganization, dissolution, winding up, or composition or readjustment of debts of the Developer, the appointment of a trustee, receiver, custodian, liquidator or the like of Developer, or any similar action with respect to the Developer under the federal bankruptcy laws (as now or hereafter in effect) or any other laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of sixty days, or an order for relief against Developer shall be entered in an involuntary case under such bankruptcy laws.

Section 11.4 The Tribe's Rights and Remedies.

Upon the occurrence of an Event of Default pursuant to Section 11.3 (iv) of this Agreement, in addition to any other rights the Tribe possesses pursuant to this Agreement or by law or equity, the Tribe's commitments under this Agreement shall automatically terminate.

Upon the occurrence of an Event of Default caused by Developer under any subsection of Section 11.3, other than subsection (iv), the Tribe shall provide Developer with written notice of

the Event of Default, which notice shall, among other things, specifically advise Developer of the acts or omissions constituting the Event of Default, the actions Developer must take, or refrain from taking, to cure such Event of Default, and Developer's right to cure such Event of Default pursuant to and in accordance with the terms and provisions of Section 11.5 of this Agreement. If the Event of Default described in the notice provided for above remains uncured under the terms of Section 11.5 hereof, the Tribe may, upon written notice to Developer terminate this Agreement and its obligations hereunder, and may exercise any other rights and remedies available to the Tribe pursuant to this Agreement, Applicable Law or in equity.

Section 11.5 Right to Cure.

Upon the occurrence of an Event of Default, the Party claiming the Event (the "Non-defaulting Party") shall provide the other Party (the "Defaulting Party") with written notice of such Event of Default which shall, among other things, specifically advise the Defaulting Party of the acts or omissions constituting the Event of Default, the actions the Defaulting Party must take, or refrain from taking, to cure such Event of Default, and the defaulting Party's right to cure such Event of Default pursuant to and in accordance with the terms and provisions of this Section 11.5. The Defaulting Party shall have forty-five (45) days from and after the date of the written notice to cure such Event of Default (the "Cure Period"), provided, however, the Cure Period shall be automatically extended for a reasonable time, in all cases except the Tribe's failure to make payments due and payable under the Interim Promissory Note, the Tribal Member Note, the Self-Sufficiency Note, the Exclusivity Waiver Note or the Tribal Member Note as and when such payments are due and payable pursuant to the terms and provisions of such Note(s), if the Defaulting Party commences to cure and is diligently proceeding to cure such Event of Default within the Cure Period but cannot reasonably cure such Event of Default within such period. An Event of Default shall be deemed to continue until such Event of Default is cured to the written satisfaction of the Non-defaulting Party, which written instrument shall not be unreasonably withheld.

During the period specified in the notice to terminate, a Party may pursue the dispute resolution provisions of this Agreement set forth at Article 13 hereof. The periods specified by this Section, and the term of this Agreement, shall be tolled, rather than extended, during the pendency of any dispute resolution proceedings under this Section.

Section 11.6 Additional Remedies.

Developer and the Tribe agree that termination of this Agreement may not be a sufficient or appropriate remedy for an Event of Default by either Party, and further agree that pursuant to the terms of this Agreement, each Party shall have the right to seek damages (in addition to termination) to compensate it for such Event of Default, including actions to require payment of monies owed subsequent to any termination, but the Parties hereto specifically waive, any right to a claim or an award of special, incidental, exemplary, punitive or consequential damages (including losses or liabilities related to lost profits, prospective profits, or loss of good will) against the other. The terms of this Section shall be expressly subject to the limitations of Section 13.1.7.1.

Section 11.7 Election of Remedies. Notwithstanding any term or provision of this Agreement to the contrary, the Parties may exercise any and all rights and remedies existing or

available to such Party pursuant to this Agreement, any document executed by the Parties pursuant to this Agreement, Applicable Law or in equity. In the event either Party shall elect to selectively and successively enforce its rights under this Agreement, any document executed by the Parties pursuant to this Agreement, or Applicable Law, such action shall not be deemed a waiver or discharge of any other right or remedy existing or available to such Party pursuant to this Agreement, any document executed by the Parties pursuant to this Agreement or Applicable Law.

Section 11.8 Cumulative Remedies. The remedies provided for in this Article 11 shall be cumulative to the extent permitted by law, and may be exercised partially, concurrently or separately. The exercise of one or more remedies shall not be deemed to preclude the exercise of any other remedies.

ARTICLE 12 TERMINATION

Section 12.1. Voluntary Termination. This Agreement may be terminated upon the mutual written consent and approval of the Parties, subject to the terms (including limitations upon sources of repayment) of the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note, the Tribal Member Note and this Agreement.

Section 12.2. Involuntary Termination Due to Changes in Legal Requirements. It is the understanding and intention of the Parties that the development, construction and operation of the Gaming Facility shall conform to and comply with all Legal Requirements and Applicable Law. If during the term of this Agreement, the Gaming Facility or any material aspect of Gaming within the Gaming Facility is determined by the Congress of the United States, the Department of the Interior of the United States of America, the NIGC or the final judgment of a court of competent jurisdiction to be unlawful under federal law and the Parties are not able to reasonably resolve the issues giving rise to the determination that Gaming is unlawful, the obligations of the Parties hereto shall cease, and this Agreement shall be of no further force and effect; provided that:

- (i) Section 12.4 of this Agreement shall apply if it reasonably appears that the issues can be resolved within the 2 (two) year period specified in that Section;
- (ii) Developer and the Tribe shall retain all money previously paid to them pursuant to this Agreement;
- (iii) Any money loaned to the Tribe by or guaranteed by Developer or Developer's Affiliates (to the extent Developer or its Affiliates have paid under such guarantee) or owed to Developer or its Affiliates pursuant to this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Tribal Member Note, the Exclusivity Waiver Note or the Tribal Member Note shall be repaid to Developer or its Affiliates in accordance with the terms of such Note(s), including the terms which limit the sources of repayment; and
- (iv) The Tribe shall retain its interest in the title (and any lease) to all Furnishings

and Equipment, subject to the rights of Developer under the Loan Agreement, the Interim Promissory Note, the Tribal Member Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, and the Tribal Member Note.

Section 12.3. Other Rights to Terminate Agreement. Developer or the Tribe, as the case may be, may terminate this Agreement by written notice effective upon receipt as specified below

- (i) Either Party may terminate this Agreement if any Governmental Authority whose approvals, consents, authorizations, permits, licenses, certifications of any nature pursuant to Applicable Law necessary for: (a) this Agreement, the Management Agreement, the Loan Agreement, the Interim Promissory Note, the Tribal Member Note, the Self-Sufficiency Note or the Exclusivity Waiver Note to constitute valid, binding obligations of the Parties enforceable pursuant to the terms and provisions hereof or thereof, and (b) the design, development, financing, construction, maintenance, management and operation of the Project and the Gaming Facility in compliance with all Applicable Laws has failed to grant such approval, consent, authorization, permit, license, or certification and it appears that the same cannot be obtained in any reasonable time; provided, however, that this Agreement shall not be terminated pursuant to this Section while either Party pursues such approvals, consents, authorizations, permits, licenses or certifications.
- (ii) Developer reasonably determines, based upon advice of any Governmental Authority, or of Developer's counsel, that as a result of the continued existence of this Agreement (A) Developer or any Affiliate or member of Developer (including any entity or individual that controls, directly or indirectly, any member of Developer) (i) could be denied any license, or approvals granted thereunder or otherwise available in any jurisdiction to Developer or its Affiliates or members of Developer (including any entity or individual that controls, directly or indirectly, any member of Developer) or (ii) could lose any current license or approval then held by Developer or its Affiliates or member of Developer (including any entity or individual that controls, directly or indirectly, any member of Developer) in any jurisdiction or (B) the overall regulatory framework in the State is materially adverse to any license or approvals held, or that may be obtained, by Developer or its Affiliates or members (including any entity or individual that controls, directly or indirectly, any member of the Developer) in any jurisdiction, and Developer is unable to effect a remedy or cure the situation acting in good faith and in a commercially reasonable manner. If and to the extent a remedy or cure under this Section 12.3(ii) is reasonably achievable by Developer (as reasonably determined by Developer), then Developer shall proceed to effect such cure.
- (iii) Either Party may terminate this Agreement if the terminating Party reasonably believes that the performance by the other Party of any obligation

imposed under this Agreement may reasonably be expected to result in the breach of any Legal Requirement or Applicable Law and the non-terminating Party has unreasonably failed to agree upon waiver or modification of such performance within ten (10) days written notice by the terminating Party.

- (iv) Developer may terminate this Agreement if, through its own voluntary actions, the Tribe fails to make any Developer Fee payment to Developer when due within the time specified in this Agreement.

Section 12.4. Recommendation of Operations If, after the Property is conveyed to the United States in trust for the Tribe, Gaming, or construction and development of the Gaming Facility on the Property is prohibited by Applicable Law for a period of two (2) years or more, this Agreement may be terminated by either Party, and Developer shall be entitled to only so much of the Developer Fee as was due and payable at or before the time of cessation of Gaming or development.

Section 12.4.1. Repair or Replacement. If the Gaming Facility is damaged, destroyed or condemned so that continued development, construction or operation of the Gaming Facility cannot continue, the Gaming Facility shall be reconstructed if the insurance or condemnation proceeds are sufficient to restore or replace the Gaming Facility to a condition at least comparable to that before the casualty occurred. If Developer elects to reconstruct the Gaming Facility and if the insurance proceeds or condemnation awards are insufficient to reconstruct the Gaming Facility to such condition, Developer may, in its sole discretion, supply such additional funds as are necessary to reconstruct the Gaming Facility to such condition and such funds shall, with the prior consent of the Tribe and the BIA or NIGC, as appropriate, constitute a loan to the Tribe, secured only by the revenues from the Gaming Facility and repayable upon such terms as may be agreed upon by the Tribe and Developer. If the insurance proceeds are not sufficient and are not used to repair the Gaming Facility, the Tribe and Developer shall jointly adjust and settle any and all claims for such insurance proceeds or condemnation awards, and such proceeds or award shall be applied in the same order and manner as provided for in Section 1.8.3 in the case of the sale of the Property to a third party.

Section 12.4.2. Other Business Purposes. During any period in which Gaming is prohibited by Applicable Law, Developer shall have the option to use the Gaming Facility for other purposes included in the Gaming Facility and reasonably incidental to Class II and Class III Gaming, provided the Tribal Council has approved such purposes (which approval shall not be unreasonably withheld, conditioned or delayed). For any purpose other than Gaming, Developer shall satisfy all Legal Requirements for such purpose, and pursue such purpose in compliance with all Applicable Law.

Section 12.4.3. Tolling of the Agreement. If, after a period of cessation of construction, development or operation of the Gaming Facility on the Property, the recommencement of such construction, development or operation is possible, and if neither Party has terminated this Agreement under the provisions of this Agreement, the period of such cessation shall not be deemed to have been part of the term of this Agreement and the

date of expiration of the term of this Agreement shall be extended by the number of days of such cessation period. Any reasonable payments made to any third party with the approval of the Tribe to eliminate rights acquired in the Property or the Gaming Facility during the period of cessation shall constitute Reimbursable Project Costs.

ARTICLE 13 DISPUTE RESOLUTION

Section 13.1. Retention of Sovereign Immunity. Except as provided for in this Section 13.1, the Tribe, by entering into this Agreement and execution and delivery of the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, and the Tribal Member Note and performing the obligations the Tribe has assumed and agreed to perform hereunder and thereunder, does not waive, limit or modify its sovereign immunity from unconsented suit or judicial litigation.

Section 13.1.1: Scope of Waiver. Subject to the provisions of Section 13.1, the Tribe hereby expressly and irrevocably waives its rights to have any dispute, controversy, suit, action or proceeding arising under this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, the Tribal Member Note, the Loan Agreement or the Management Agreement, heard in any Tribal forum whether or not such forum now exists or is hereafter created including, without limitation, any Tribal court or other tribunal, forum, council or adjudicative body of the Tribe (each, a "Tribal Forum"), and expressly waives its sovereign immunity from unconsented suit or other legal proceedings and consents to suit or other legal proceedings in accordance with and pursuant to the terms and provisions of Section 13.1, and only to such extent. The Tribe shall execute and deliver such documentation as Developer shall reasonably request for the purposes of verifying the effectiveness of the limited waiver of sovereign immunity pursuant to the terms and provisions hereof, including, but not limited to an opinion of counsel reasonably acceptable to Developer, which opinion shall address the validity of this Agreement in its entirety.

Section 13.1.2: Procedural Requirements. The Tribe's waiver of its sovereign immunity as to unconsented suit or other legal proceedings is effective if, and only if, each and every one of the following conditions is met:

- (i) The claim is made by a Party designated under Section 13.1.4 hereof, and not by any other Person, corporation, partnership or entity, whatsoever;
- (ii) The claim alleges an Event of Default by the Tribe of one or more specific obligations or duties the Tribe assumed pursuant to the terms and provisions of this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, or the Tribal Member Note; and
- (iii) The claim, with the exception of any claim arising under Section 13.1.8,

seeks money damages for an Event of Default under this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note or the Tribal Member Note; provided, however, the only property, assets or funds that may be executed upon to satisfy any judgment Developer secures against the Tribe under this Agreement shall be limited to the assets specified in Section 13.1.7.1 of this Agreement.

Section 13.1.3: Time Period. The waiver granted herein shall commence upon the date of execution of this Agreement, and shall continue for the longer of one (1) year following the termination of this Agreement pursuant to and in accordance with the terms and provisions hereof, or two (2) years after the claim accrues or is discovered upon the exercise of due diligence, except that the waiver shall remain effective for any proceedings then pending, and all appeals therefrom.

Section 13.1.4: Recipient of Waiver. The recipients of the benefit of this waiver of sovereign immunity are limited to Developer, NSV, their permitted successors and assigns, and any and all Persons expressly covered by the indemnification provisions hereof; and as to such latter persons, this waiver extends only to the enforcement of any rights to indemnification by the Tribe, and to no other actions or persons. The right of any such Person to enforce any obligation of indemnification by the Tribe or to seek recovery from the Tribe for any claimed breach of such obligation, including any claimed duty to defend, shall be limited to the assets specified in Section 13.1.7.1 of this Agreement.

Section 13.1.5: Governing Law. The Parties agree that any dispute arising out of or in connection with this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, or the Tribal Member Note shall be resolved first pursuant to applicable federal law; second, pursuant to applicable State law; and third, pursuant to the applicable laws of the Tribe if no State or federal law applies.

Section 13.1.6: Service of Process. In any proceeding brought pursuant to this Agreement, the Tribe consents to service made in accordance with the notice provisions of this Agreement or pursuant to the Federal Rules of Civil Procedure.

Section 13.1.7: Enforcement. The Tribe expressly waives sovereign immunity from a judgment or order consistent with the terms and provisions of this Section 13.1.7 which is final because either the time for appeal thereof has expired or the judgment or an order is issued by a court having final appellate jurisdiction over the matter. The Tribe waives its sovereign immunity in, and consents to the jurisdiction of, to be sued in and to accept and be bound by any order or judgment of the United States District Court for the Northern District of California, and any federal court having appellate jurisdiction thereover, consistent with the terms and provisions of this Section. Notwithstanding any term or provision of the this Agreement or the Interim Promissory Note to the contrary, in the event that the United States District Court for the Northern District of California declines to exercise jurisdiction over any case or action arising under or in connection with this Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, and the Tribal Member Note the Tribe

expressly consents to the jurisdiction of, and agrees to be bound by any order or judgment of Courts of the State with jurisdiction over Contra Costa County, California, and any Court with appellate jurisdiction thereover, and all of the limitations, terms and provisions of Section 13.1 shall apply with full force and effect to actions in such State Courts. If, and only if, a dispute arises between the parties over a matter for which the Tribe has provided a limited waiver of immunity under this Agreement (the "Dispute"), and no applicable State or federal court has jurisdiction to hear the Dispute, then either party may request binding arbitration of the Dispute in accordance with the procedures set forth in Section 13.1.9 herein, and the Tribe hereby expressly, unequivocally and irrevocably waives its sovereign immunity with respect thereto to the limited extent set forth in this Section 13.1.

Section 13.1.7.1: Assets Pledged to Satisfy Enforcement Proceedings. Damages awarded against the Tribe, including, without limitation, any claim to recover costs, expenses or attorneys' fees as defined in Section 13.1.7.2, shall be satisfied solely from the Net Revenue, the Furnishing and Equipment and the Guidiville Notes. In no instance shall any enforcement of any kind whatsoever be allowed against any assets of the Tribe or member of the Tribe other than those specified in this Subsection.

Section 13.1.7.2: Attorney's Fees. If a dispute resolution proceeding is filed under this Agreement based in contract, tort or equity, or this Agreement gives rise to any other legal proceeding between any of the Parties hereto, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees, costs and expenses, including, but not limited to, expert witness fees, accounting and engineering fees, and any other professional fees incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the terms "attorneys' fees," "costs" and "expenses" shall also include fees and expenses incurred by counsel to the Parties hereto for photocopies, duplications, deliveries, postage, telephone and facsimile communications, and transcripts of proceedings relating to the action, and all fees billed for law clerks, paralegals, librarians, secretaries and others not admitted to the bar but performing services under the supervision of any attorney. The terms "attorneys' fees," "costs" and "expenses" shall also include, without limitation, fees and costs incurred in the following proceedings: (i) arbitrations; (ii) bankruptcy proceedings; (iii) appeals; (iv) post-judgment motions and collection actions; and (v) garnishment, levy and debtor examinations. The prevailing Party shall also be entitled to attorneys' fees and costs after any dismissal of an action. The Parties expressly agree that this provision shall survive the termination, for any reason, or expiration of this Agreement.

Section 13.1.8: Guaranty of Tribe. The Tribe agrees that it will not revoke or limit, in whole or in part, the Tribe's limited waiver of sovereign immunity contained in this Section. In the event of any such revocation or attempted revocation, the Parties expressly recognize and agree that there remains no adequate remedy at law available to Developer, and Tribe hereby consents to and will not oppose the entry of appropriate injunctive relief, consistent with the limitations, terms and conditions of this Agreement, against the Tribe, and/or any other instrumentality of the Tribe which may be necessary to give effect to the waiver of Tribal sovereign

immunity contained in this Section 13.1.8. In the event of any attempted limitation or revocation of the limited waiver of sovereign immunity granted herein, Developer may immediately seek judicial injunctive relief as provided in this Section without first complying with any of the prerequisites contained in this Section to the limited waiver of sovereign immunity granted herein. Any action seeking injunctive relief under this Section 13.1.8 shall be brought in the Courts consistent with Section 13.1.7, and the Tribe expressly consents to the jurisdiction of, and agrees to be bound by any order or judgment of such Court, and any Court with appellate jurisdiction thereover.

Section 13.1.9: Arbitration. (a) To initiate binding arbitration of a Dispute, a Party shall notify the other Party in writing. The Dispute shall be settled by binding arbitration by a single neutral arbitrator in accordance with the applicable rules of the Judicial Arbitration and Mediation Services (“Rules”), and subject to those provisions of the California Code Of Civil Procedure, Part 3, Title 9 that are consistent with such Rules. Judgment on the award rendered by the arbitrator may be entered in any court pursuant to the California Code Of Civil Procedure, Part 3, Title 9. The arbitrator shall preside and shall be selected in the manner provided for by the Rules.

(b) Any party, before or during any arbitration, may, to the extent relief is unavailable in accordance with the JAMS Streamlined Arbitration Rules and Procedures, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the dispute resolution proceedings.

(c) None of the parties nor the arbitrator may disclose the existence or results of any arbitration hereunder, which shall be considered confidential to the parties, except:

(i) with the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

(ii) as required by Applicable Law, the requirement of any lenders, by order or decree of a court or other Governmental Authority having jurisdiction over such party, or in connection with such party’s enforcement of any rights it may have at law or in equity;

(iii) on a “need to know” basis to persons within or outside such party’s organization, such as attorneys, accountants, bankers, financial advisors and other consultants; and

(iv) after such information has become publicly available without breach of this Agreement.

(d) In the event of arbitration, the prevailing party(ies) shall be entitled to all of its costs, including reasonable attorneys’ fees, from the non-prevailing party(ies).

(e) The arbitration shall take place at a location in San Francisco, California. The parties and the arbitrators shall maintain strict confidentiality with respect to the

arbitration. The arbitrator shall render an award within forty-five (45) days from the conclusion of the arbitration.

(f) The Parties to this Agreement specifically agree that (i) Developer shall seek enforcement of any arbitration award in favor of Developer and against the Tribe only from the assets specified in Section 13.1.7.1 of this Agreement, (ii) the Parties intend that the arbitrator shall have no power to render any decision or make any award which is inconsistent with the limitations, terms or provisions of Section 13.1., and (iii) the Parties may challenge the award of the arbitrator in accordance with the Rules or on the basis that the arbitrator rendered a decision or made an award that is inconsistent with the limitations, terms or provisions of this Section 13.1, but not on the basis that the Tribe did not waive its sovereign immunity to have the Dispute heard by the arbitrator in the first instance. The decision of the arbitrator shall be final and binding and enforced with the same force and effect as a decree of a court having competent jurisdiction. For this purpose, should the losing party in any arbitration proceeding pursuant to this Section refuse to abide by the decision of the arbitrator, the prevailing party may apply to any applicable State or federal court to compel enforcement of the arbitrator's award resulting from binding arbitration and each party hereto consents to the jurisdiction of each such court for this purpose. The entry of judgment on, and enforcement of, such award by such courts shall be subject to the terms of this Section 13.1.

13.2: Mediation. Except as otherwise expressly provided for in this Agreement, any Deadlock of the Development Committee or between Developer and the Tribe shall be resolved through mediation pursuant to this Section.

13.2.1 Creation of Mediation Board. No later than thirty (30) days after the Execution Date, the Parties shall establish a Mediation Board consisting of three (3) members; one (1) member selected by the Tribe, one (1) member selected by Developer, and one (1) member selected by the other two (2) designees. No member of the Mediation Board shall be a member or employee of the Tribe, nor an officer, director or partner of the Developer, nor shall any member of the Mediation Board have any previously existing business relationship with either Party or any Affiliate thereof, and the Parties warrant and represent to each other that for a period of three (3) years following any Members service of the Mediation Board, neither Party shall enter into any contractual relationship, directly or indirectly with such Member of the Mediation Board.

13.2.2 Compensation of Mediation Board. Upon the creation of the Mediation Board, the Parties shall establish the rules, regulations and compensation governing the operation of the Mediation Board, provided, however, that the compensation for Members of the Mediation Board shall be on a per diem basis solely.

13.2.3 Authority of Mediation Board. The Parties expressly acknowledge and agree that the Mediation Board is established and maintained solely for the purpose of expediting resolution of issues which may arise between the Parties from time to time during the term of this Agreement. Notwithstanding any term or provision hereof to the contrary, nothing contained herein is intended or shall be construed as requiring

mediation of any act or omission which may constitute an Event of Default hereunder, and the Parties expressly and explicitly warrant and represent to each other that nothing contained in this Section is intended or shall in any way be interpreted as amending, altering, modifying, changing, limiting or imposing any additional procedural requirements on the limited waiver of sovereign immunity the Tribe has granted pursuant to Section 13.1 of this Agreement. The Mediation Board's sole and exclusive authority and purpose is to attempt to resolve operational difference between the Parties hereunder, and nothing contained herein is intended or shall diminish the express authority of the Developer under this Agreement with respect to the design, development, financing or construction of the Gaming Facility.

13.2.4 Procedures for Mediation. Except as otherwise expressly provided for herein, where a Deadlock exists either Party may refer the matter to the Mediation Board. Upon such referral, the Mediation Board shall schedule a meeting within forty-eight (48) hours to take place within the Tribe's office located on the Property. The meeting shall last no longer than the close of business on the day of the meeting, and after the close of the meeting, the Mediation Board shall make its recommendation. Developer shall incorporate such suggestions in the course of performing its obligations hereunder. In the event that the Tribe fails to comply with the requirements of this Section 13.2, Developer shall proceed to take action on the disputed matter as Developer determines in its sole discretion. Notwithstanding any term or provision of this Agreement to the contrary, the Mediation Board shall have no authority over any matter that requires the approval of both the Tribal Council and the Developer unless both Parties voluntarily agree in writing to submit the matter to the Mediation Board under procedures specified by them in writing at the time of submission.

Section 13.3: Confidentiality.

Section 13.3.1 Definition. "Confidential Information" is defined as any information disclosed, whether orally, in writing, or electronically, to the Tribe or Developer, or any officer, director, Council member, elected official, employee, shareholder, affiliate, agent, Council member, elected official or attorney thereof, by or on behalf of the Tribe or Developer or any officer, director, employee, shareholder, affiliate, agent or attorney thereof which relates in any way to the Tribe, Developer, the Gaming Facility the Project or the Property or which is identified by the Disclosing Party at the time of disclosure as "confidential." As used in this Agreement, the term "Disclosing Party" shall be the Party to this Agreement which discloses or causes the disclosure of Confidential Information, and the term "Receiving Party" shall be the Party to this Agreement which receives Confidential Information, provided, however, that the Receiving Party and the Disclosing Party with respect to any Confidential Information may not be the same Party. Confidential Information may include, without limitation: (i) organizational documents of the Tribe or Developer, or any member or affiliate thereof, (ii) any contracts, instruments, agreements or understandings to which either the Tribe or Developer is a Party and which relates to the Project, the Gaming Facility or the Property, and (iii) the Feasibility Study or any other studies or financial Projections relating to the Project or the Gaming Facility, regardless of the source of such study or Projection. All Parties acknowledge that no Disclosing Party shall be deemed to make any representation

or warranty as to the accuracy or completeness of any Confidential Information provided to any Receiving Party or any other Party and nothing herein shall be deemed to obligate any Party to disclose any Confidential Information to any other Party, or to enter into any transaction with any other Party.

Section 13.3.2: Restrictions. The Receiving Party shall hold all Confidential Information in strict confidence, shall prevent unauthorized disclosure of the Confidential Information to any third Party, in whole or in part, and shall not use any Confidential Information for any purposes other than pursuing consummation of the transactions contemplated hereunder. The standard of care imposed on the Receiving Party for protecting Confidential Information will be reasonable and prudent care to prevent improper disclosure or use of Confidential Information, including, without limitation, by restricting access to the Confidential Information to only those employees or other persons who need access to it for purposes of the Receiving Party's performance of the obligations the Receiving Party has assumed and agreed to perform hereunder, and by obligating such persons to comply with the restrictions provided in this Agreement. In the event of loss or theft of any documents, items of work in progress, or any work products embodying Confidential Information, the Receiving Party shall immediately notify the Disclosing Party.

Section 13.3.3: Copying. The Receiving Party shall not copy or reproduce Confidential Information in any form, without the written consent of the Disclosing Party, and shall keep accurate records of all copies or reproductions of Confidential Information made by the Receiving Party or persons on its behalf, which records shall be made available to the Disclosing Party upon request.

Section 13.3.4: Permissible Disclosures. A Receiving Party shall not be subject to the obligations of this Agreement with respect to Confidential Information which: (i) is or becomes known publicly through no wrongful act of the Receiving Party or persons acting on its behalf; or (ii) is disclosed to the Receiving Party by a third party under no obligation of secrecy or confidentiality to the Disclosing Party and to whom the Disclosing Party disclosed the Confidential Information voluntarily; or (iii) is approved for release by written authorization of the Disclosing Party; or (iv) is subject to a valid order of a judicial or other Governmental Authority, provided, however, that in the case of a governmental order, the Receiving Party shall notify the Disclosing Party of the order in a reasonable time prior to disclosure in order to allow the Disclosing Party the opportunity to challenge the order or otherwise protect the Confidential Information.

Section 13.3.5: No License Granted. No right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party other than to use the Confidential Information in the manner and to the extent authorized by this Agreement, for evaluation by the Receiving Party and for the performance of the obligations the Receiving Party has assumed and agreed to perform hereunder. Upon termination of this Agreement pursuant to the terms and provisions hereof, the Receiving Party shall promptly return to the Disclosing Party, upon request, all Confidential Information and all copies thereof, and notes, extracts or derivative information related thereto, in whatever form of storage or retrieval. No information, release, public

announcement, confirmation or denial concerning any potential transaction, the fact that discussions, negotiations or evaluations are taking place, or the terms, conditions or other facts with respect thereto will be made by any Party without prior coordination with, and express approval of each of the other Parties.

Section 13.3.6 Other Information. Whether or not it constitutes Confidential Information, Developer shall treat as confidential and, except as necessary to properly carry out its duties hereunder, shall not disclose to any third party any information about the Gaming Facility or its business or employees, including financial information.

**ARTICLE 14
GENERAL**

Section 14.1. Nature of Agreement. This Agreement is not intended as and shall not be construed as a Management Agreement within the meaning of the IGRA.

Section 14.2. Developer Interest. Nothing contained herein grants or is intended: (i) to grant Developer a titled interest in the Property or to the Project or the Gaming Facility, or (ii) in any way to impair the Tribe's sole proprietary interest in the Gaming Facility.

Section 14.3. Situs of the Agreement. This Agreement, the Interim Promissory Note, the Self-Sufficiency Note, the Exclusivity Waiver Note, and the Tribal Member Note shall be deemed entered into in Contra Costa County, California, provided that Section 13.1.5 shall determine the Applicable Law governing any dispute arising hereunder or under such Note(s).

Section 14.4. Notice. Any notice required to be given pursuant to this Agreement shall be delivered to the appropriate Party by Certified Mail Return Receipt Requested, addressed as follows:

If to the Tribe: **The Scotts Valley Band of Pomo Indians
81 Parr Blvd.
P O Box 2008
Richmond, California 94802
Attn: Tribal Chair**

If to the Developer: **Seminole SV Entertainment, LLC
1551 Sandspur Rd.
Maitland, Florida 32751
(407) 691-5600
Attn: Managing Member**

or to such other different address(es) as Developer or the Tribe may specify in writing. Any such notice shall be deemed given two days following deposit in the United States mail or upon actual delivery, whichever first occurs.

Section 14.5. Relationship. Developer and the Tribe shall not be construed as joint venturers or partners of each other by reason of this Agreement and neither shall have the power to bind or obligate the other except as set forth in this Agreement.

Section 14.6. Further Actions. The Tribe and Developer agree to execute all contracts, agreements and documents and to take all actions necessary to comply with the provisions of this Agreement and the intent hereof.

Section 14.7. Waivers. No failure or delay by Developer or the Tribe to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term, or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 14.8. Interpretation and Captions. Where used in this Agreement, the following expressions shall have the following meanings respectively unless the context or specific language otherwise requires or acknowledges: (i) the singular includes the plural and vice versa; (ii) a reference to a gender includes all genders; (iii) a reference to a natural person includes the heirs, executors, administrators and permitted assigns of that person and a reference to a corporate body includes the successors and permitted assigns of that corporate body; (iv) a reference to a person or corporate body shall be taken to include that person or body acting in a trustee or other representative capacity; (v) a reference to two or more persons means those persons jointly and severally; (vi) where a word or expression is defined, other parts of speech and grammatical forms of that word or expression have corresponding meanings; (vii) captions and headings are for ease of reference and do not affect the construction of this document; (viii) a reference to a statute shall include all amendments for the time being in force and any other statute enacted in substitution therefore and all regulations, proclamations, ordinances and by-laws for the time being in force under that statute and any notice, demand, order, direction, requirement or obligation pursuant to or under that statute or those regulations, proclamations, ordinances and by-laws; (ix) a reference to a recital, exhibit, section, clause, schedule or annexure is to a recital, exhibit, section, clause, schedule or annexure of or to this document and a recital, schedule or annexure forms part of this document; (x) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, restated or replaced from time to time; (xi) a reference to a consent or approval of a party means the prior written consent or approval of that party in its reasonable discretion (unless indicated to the contrary); (xii) a right includes a remedy, authority and power; (xiii) a reference to money means the lawful currency of the United States of America; (xiv) if the day on which any act, matter or thing is to be done under or pursuant to this document is not a Business Day (being any day other than a day on which banking institutions are

required or authorized to be closed in the State), that act, manner or thing, if it involves a payment other than a payment that is due on demand, shall be done on the preceding Business Day; and in all other cases, shall be done no later than the next Business Day.

Section 14.9. Third Party Beneficiary. This Agreement is exclusively for the benefit of the Parties hereto and it may not be enforced by any Party other than the Parties to this Agreement and shall not give rise to liability to any third Party other than the authorized successors and assigns of the Parties hereto.

Section 14.10. Survival of Covenants. Any covenant, term or provision of this Agreement which, in order to be effective, must survive the termination of this Agreement, shall survive any such termination.

Section 14.11. Estoppel Certificate. Developer and the Tribe each agree to furnish to the other Party, from time to time upon request, an estoppel certificate in such reasonable form as the requesting Party may request stating whether there have been any defaults under this Agreement known to the Party furnishing the estoppel certificate.

Section 14.12. Periods of Time. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or legal holiday under the laws of the Tribe or the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

Section 14.13. Government Savings Clause. Each of the Parties agrees to execute, deliver and, if necessary, record any and all additional instruments, certifications, amendments, modifications and other documents as may be required by any Governmental Authority for the satisfaction of any Legal Requirements pursuant to Applicable Law, including, without limitation, the United States Department of the Interior, BIA, the office of the Field Solicitor, the NIGC, in order to effectuate, complete, perfect, continue or preserve the respective rights, obligations, liens and interests of the Parties hereto to the fullest extent permitted by Applicable Law; provided, that any such additional instrument, certification, amendment, modification or other document shall not materially change the respective rights, remedies or obligations of the Tribe or Developer under this Agreement or any other agreement or document related hereto.

Section 14.14. Successors and Assigns. The benefits and obligations of this Agreement shall inure to and be binding upon the Parties hereto and their respective successors and assigns. The Tribe may assign its rights and obligations under this Agreement to any instrumentality of the Tribe without the consent of Developer, provided that, any assignment by the Tribe shall not prejudice the rights of Developer under this Agreement or the Lender under the Loan Agreement, provided that the Tribe shall remain liable for all of its obligations hereunder, to the full extent of permitted under this Agreement, including as set forth in Article 13 hereof). To the extent that the Tribe assigns its rights under this Agreement in accordance with this Agreement, then, as a condition precedent to such assignment, the Tribal Council shall pass a resolution to (i) authorize the assignment and acknowledge that the Tribe remains responsible under the terms of this Agreement, (ii) authorize the assignee to waive its sovereign immunity pursuant to this Agreement, and (iii) require the assignee to pass a resolution to ratify and agree to be bound by this Agreement and to waive its sovereign immunity. With the exception of a transfer with an Affiliate, Developer

shall not, without the prior written consent of the Tribe, which consent shall not be unreasonably withheld, assign, sell, encumber, transfer, pledge, or convey, in whole or in part, Developer's rights, interests or obligations under this Development Agreement. Further, with the exception of a transaction solely and exclusively between Affiliates of Developer, the Tribe's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, shall be required for an assignment, sale, encumbrance, transfer, pledge or conveyance of a controlling interest in Developer. No assignment, sale, encumbrance, transfer, pledge or conveyance authorized hereunder shall be effective until the satisfaction of all Legal Requirements for such transaction. Notwithstanding the foregoing, Developer may assign all of its rights and be relieved of its obligations hereunder to an entity that is owned and/or controlled by Developer or the equitable owners of Developer provided further that the financial worth of the assignee from Developer shall be equal to or greater than Developer. Any other assignment of this Agreement by Developer shall require the prior written consent of the Tribe, which consent shall not be unreasonably withheld, conditioned or delayed. A change in control of a member of Developer shall not constitute an assignment of this Agreement.

Section 14.15. Severability. If any provision, or any portion of any provision, of this Agreement is found to be invalid or unenforceable, such unenforceable provision, or unenforceable portion of such provision, shall be deemed severed from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision, or any portion of any provision, of this Agreement is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If, however, any material part of a Party's rights under this Agreement or the Management Agreement shall be declared invalid or unenforceable (specifically including Developer's right to receive its management fees or the Tribe's right to receive payments or loans from Developer) the Party whose rights have been declared invalid or unenforceable shall have the option to terminate this Agreement upon thirty (30) days written notice to the other Party, without liability on the part of the terminating Party, but Developer shall retain the right to repayment of unpaid principal and interest on all monies loaned by it to the Tribe whether pursuant to this Agreement or otherwise, and the Tribe shall retain all non-refundable fees previously paid to it pursuant to this Agreement.

Section 14.16. Entire Agreement. This Agreement (together with the Exhibits and Management Agreement of even date herewith) sets forth the entire agreement between the Parties hereto with respect to the subject matter hereof and all agreements, covenants, representations, and warranties, express or implied, oral or written, of the Parties with respect to the subject matter hereof are contained herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written have been made by any Party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, discussions, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof, are waived, merged herein and superseded hereby. Each Party affirmatively represents that no promises have been made to that Party which are not contained in this Agreement, the Management Agreement, the Exhibits, and other written agreements between the Parties, if any, and stipulates that no evidence of any promises not contained in this Agreement, the Management Agreement, and the Exhibits, shall be admitted into evidence on their behalf. This Agreement shall not be supplemented, amended or modified by any course of dealing, course of performance or uses of trade and may only be amended or modified by a written instrument duly executed by officers of both Parties.

Section 14.17. Preparation of Agreement. This Agreement was drafted and entered into after careful review and upon the advice of competent counsel; it shall not be construed more strongly for or against either Party. More particularly, the Parties agree that the canon of construction which provides that ambiguous provisions shall be construed in favor of an Indian tribe shall not be applicable with respect to the interpretation of this Agreement.

Section 14.18. Approvals. Where approval or consent or other action of the Tribe is required, such approval shall mean the written approval of the Tribal Council, evidenced by a resolution thereof, certified by a Tribal official as having been duly adopted, or such person or entity designated by resolution of the Tribal Council. Any such approval, consent or action shall not be unreasonably withheld or delayed; provided that the foregoing does not apply where a specific provision of this Agreement allows the Tribe an absolute or discretionary right to deny approval or consent or withhold action. Where approval or consent or other action of the Developer is required, such approval, consent or action shall not be unreasonably withheld or delayed; provided that the foregoing does not apply where a specific provision of this Agreement allows the Developer an absolute or discretionary right to deny approval or consent or withhold action.

Section 14.19. Execution. This Agreement may be executed in counterparts, and shall be deemed executed and binding upon all Parties when properly executed.

Section 14.20. Performance Delayed. Neither the Tribe, nor the Developer will be liable for any failure or delay in the performance of its obligations hereunder which are due, in whole or in part, directly or indirectly, to any cause beyond the reasonable control of such Party, which in the exercise of due diligence could not have been avoided, including without limitation, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of any component, activities of a combination of workers or other labor difficulties, war, insurrection, riot, act of God or public enemy, law, act, order, export control regulation, proclamation decree, regulations, ordinance or instruction of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of any breach by such Party of this Agreement). In the event of such occurrence, the Party so affected will give prompt notice to the other Parties, stating the period of time the occurrence is expected to continue. Whenever any provision of this Agreement provides that a stated (or ascertainable) date or time period shall be subject to or extended due to events under this Section 14.20, then, such date or time period shall only be extended by the number of days, if any, that the affected Party using reasonably commercial efforts would be delayed by reason of such event in performing the action in question. Payment of fees or any monies is not subject to the applicability of this Section.

Section 14.21. Limited Recourse Obligations; No General Obligation. Neither the General Obligation, nor the Full Faith and Credit or the Taxing Power of the Tribe is pledged to the payment of any amounts due hereunder or under any other agreement related hereto. Notwithstanding any other provisions herein, or in any agreement related hereto, the obligations of the Tribe to pay amounts due hereunder or on any loan acquired in connection with the Project, as well as any other claims, liabilities or obligations of the Tribe related hereto or thereto of any type or nature, are and shall be limited recourse obligations of the Tribe enforceable solely

against the items identified at Section 13.1.7.1 above.

Section 14.22 Waiver of Jury Trial. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

Section 14.23 Class Action. THE TRIBE AGREES THAT ANY DISAGREEMENT BETWEEN THE TRIBE AND DEVELOPER SHALL BE CONSIDERED UNIQUE AS TO ITS FACTS AND SHALL NOT BE BROUGHT AS A CLASS ACTION, AND THE TRIBE WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO BRING A CLASS ACTION OR MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION AGAINST DEVELOPER OR ANY OF ITS AFFILIATES OR MEMBERS.

Section 14.23 Public Announcements. No notices to third parties or other publicity, including press releases, concerning the existence of this Agreement or any of the transactions contemplated hereby shall be made by either Party hereto or their respective affiliates unless agreed to by each of the Parties hereto, except to the extent required by Applicable Law.

Section 14.24 Foreign Corrupt Practices Act. Neither the Tribe nor any Person for or on behalf of the Tribe, shall make, and the Tribe acknowledges that Developer will not make, any expenditure for any unlawful purposes in the performance of its obligations under this Agreement and in connection with its activities in relation thereto. Neither the Tribe nor any Person for or on behalf of the Tribe, shall, and the Tribe acknowledges that Developer will not, make any offer, payment or promise to pay, authorize the payment of any money, or offer, promise or authorize the giving or anything of value, to (a) any government official, any political party or official thereof, or any candidate for political office or (b) any other Person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such official, to any such political party or official thereof, or to any candidate for political office for the purpose of (i) influencing any action or decision of such official party or official thereof, or candidate in his or its capacity, including a decision to fail to perform his or its official functions or (ii) inducing such official party or official thereof, or candidate to use his or its influence with any Governmental Authority to effect or influence any act or decision of such Governmental Authority. The Tribe represents and warrants to Developer that, except as expressly disclosed in this Agreement, no government official nor any candidate for political office has any direct or indirect ownership or investment interest in the revenues or profit of the Tribe or the Gaming Facility.

Neither the Developer nor any Person for or on behalf of the Developer, shall make, and the Developer acknowledges that the Tribe will not make, any expenditure for any unlawful purposes in the performance of its obligations under this Agreement and in connection with its activities in relation thereto. Neither the Developer nor any Person for or on behalf of the Developer, shall, and the Developer acknowledges that the Tribe will not, make any offer, payment or promise to pay, authorize the payment of any money, or offer, promise or authorize the giving or anything of value, to (a) any government official, any political party or official thereof, or any candidate for political office or (b) any other Person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such official, to any such political party or official thereof, or to any candidate for political

office for the purpose of (i) influencing any action or decision of such official party or official thereof, or candidate in his or its capacity, including a decision to fail to perform his or its official functions or (ii) inducing such official party or official thereof, or candidate to use his or its influence with any Governmental Authority to effect or influence any act or decision of such Governmental Authority. The Developer represents and warrants to the Tribe that, except as expressly disclosed in this Agreement, no government official nor any candidate for political office has any direct or indirect ownership or investment interest in the revenues or profit of the Developer or the Gaming Facility.

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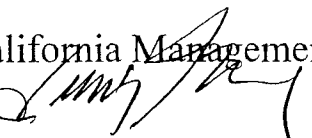
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

THE SCOTTS VALLEY BAND OF POMO INDIANS

By: _____
Donald Arnold

Its: Chairperson
Tribal Council of The Scotts Valley Band of Pomo Indians

SEMINOLE SV ENTERTAINMENT, LLC,
a Florida limited liability company

By: Seminole California Management, LLC,
Its Manager 

By: _____
Name: Jim Shore
Title: 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: Donald Arnold
Donald Arnold

Its: Chairman
Tribal Council of The Scotts Valley Band of Pomo Indians

SEMINOLE SV ENTERTAINMENT, LLC,
a Florida limited liability company

By: Seminole California Management, LLC,
Its Manager

By: _____
Name: Jim Shore
Title: Manager

NSV DEVELOPMENT L.L.C. ACKNOWLEDGMENT

NSV Development, L.L.C. ("NSV"), a Florida limited liability company and an Affiliate of Richmond Gaming, Ltd., for and in consideration of the obligations the Scotts Valley Band of Pomo Indians (the "Tribe") has assumed and agreed to perform under this Development Agreement, accepts and agrees to be bound by the terms and provisions set forth in Section 1.8.3 of the Development Agreement.

NSV Development, LLC, a FL limited liability company
By: NORAM Equities, Ltd., a FL limited partnership, its
Member

By: NORAM, LLC, a FL limited liability company, its
General Partner

By: NG Services, LLC, a FL limited liability company, its
manager

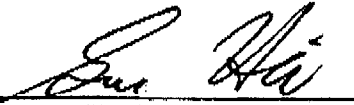
By: 
Gene Harris,
Manager

EXHIBIT A
Form of Interim Promissory Note

EXHIBIT A
Form of Interim Promissory Note

INTERIM PROMISSORY NOTE

[]

Richmond, California

Dated: June 19, 2010

FOR VALUE RECEIVED, the undersigned **SCOTTS VALLEY BAND OF POMO INDIANS** ("Maker" or the "Tribe"), promises to pay to the order of **SEMINOLE SV ENTERTAINMENT, LLC**, a Florida limited liability company, its endorsees, successors and assigns ("Holder" or "Developer"), at its offices located at 1551 Sandspur Rd., Maitland, Florida 32751, or at such other place as the Holder hereof may designate in writing, the principal sum of [] or such lesser sum as shall have been deemed advanced by Developer to or on behalf of Maker pursuant to and in accordance with the terms and provisions of that certain Development Agreement dated June 19, 2010 between the Tribe and Developer (the "**Development Agreement**"), plus interest as hereinafter provided, all in lawful money of the United States of America. Reference is also made to that certain Management Agreement dated June 19, 2010 between the Tribe and Developer (the "**Management Agreement**").

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This Interim Promissory Note ("**Note**") is the Interim Promissory Note referred to in the Development Agreement and the Management Agreement. All capitalized terms not defined herein shall have the meaning ascribed to them in Section 1.1 of the Development Agreement or in Section 1 of the Management Agreement, which Sections are incorporated herein as if fully set forth. Reference is made to the Development Agreement and to the Management Agreement for additional terms and conditions concerning the rights, responsibilities and liabilities of the Maker and Holder under this Note, and in the event that any material term or provision of either the Development Agreement or the Management Agreement conflicts with a material term or provision of this Note, the terms and provisions of either the Development Agreement or the Management Agreement, as appropriate, shall control.

This Note shall be payable, pursuant to and in accordance with the terms and provisions of the Development Agreement, in [] level consecutive monthly payments of principal and interest, with the first monthly payment due on the twenty-first (21st) day of the month following the month in which the Commencement Date occurs, and monthly payments shall continue until this Note is paid in full. This Note shall bear interest, accruing from and after each advance of funds by Developer to or on behalf of the Tribe pursuant to and in accordance with the terms and provisions of Section 2.1 of the Development Agreement, at a rate equal to the "prime rate" as published from time to time in the Wall Street Journal plus [] as the prime rate shall be adjusted from time to time, provided that (i) no interest shall accrue from and after the date upon which the Property has been acquired by the United States in trust for the benefit of the Tribe and is in trust for its use in Gaming, and (ii) the Tribe shall not owe and Developer shall not collect any interest that would exceed the maximum interest allowed by Applicable Law (the "**Effective Rate**") and the interest rate will be amended and revised so as not to exceed the maximum rate allowed by Applicable Law of California. This Note shall be amortized over the [] months from

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the Commencement Date and shall be payable in monthly payments of principal and interest determined and re-determined at the time of any interest over the remaining term of this Note. Notwithstanding any term or provision of this Note to the contrary, the entire unpaid principal balance, along with all accrued, unpaid interest and other fees or charges payable hereunder shall be paid in full upon the expiration or termination of the Term of the Management Agreement.

This Note, along with all accrued interest, shall be paid solely from the Net Revenue of the Gaming Enterprise, and neither the principal sum of this Note nor any accrued interest shall be paid or payable if the Commencement Date does not occur; provided, however, that if commercially reasonable and practical, this Note shall be payable out of one or more draws against the Loan from the Lender to the Tribe, as provided in Section 2.1 of the Development Agreement.

All payments received shall, at the option of the Holder, first be applied against accrued and unpaid interest and the balance against principal. Maker expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Maker's assumption of these risks.

An Event of Default shall exist hereunder if (i) Maker fails to make any payment due under this Note on or before the date on which such payment was due and payable and such failure is not cured within the time for cure set forth in Section 11.5 of the Development Agreement, or (ii) an uncured Event of Default by the Tribe occurs under the Development Agreement or the Management Agreement. Notwithstanding the generality of the foregoing, Maker's failure to make a payment in full when due hereunder because the Net Revenue available for payment and distribution under and in accordance with the order of priority set forth in Section 5.4 of the Management Agreement for the month for which such payment was due is insufficient to permit Maker to make the payment due hereunder for such month as the same is due and payable, shall not be an Event of Default, and the unpaid portion of the payment due hereunder, shall accrue with interest as provided for herein, and shall be due and payable in the first month(s) in which there is sufficient Net Revenue available from the Gaming Enterprise to permit maker to make such accrued, unpaid payment in accordance with the order of priority set forth in Section 5.4 of the Management Agreement.

Upon the occurrence of any Event of Default hereunder, the Holder, at its option, and without notice to Maker, may declare the entire unpaid principal balance of this Note, all accrued interest and other charges due thereunder, and all other indebtedness of Maker to Holder, to be immediately due and payable in full.

Notwithstanding any term or provision of this Note or the Development Agreement or the Management Agreement to the contrary, Holder, in its sole discretion, may refuse to make advances hereunder while an Event of Default exists under the Development Agreement or the Management Agreement. On or before the 15th day of each month during the Term of the Development Agreement, Holder shall provide Maker with a detailed schedule of all advances Holder made to or for the benefit of Maker during the preceding month (the "Report"). Maker shall inform Holder of any objections it may have to such Report within sixty (60) days of its receipt of the Report. In the event that Maker does not object in writing to any one or more of the advances then Maker will be deemed to have consented to all of the advances specifically set forth in the Report. Any disputes between Maker and Holder regarding any Report shall be resolved pursuant to and in accordance with the terms and provisions of the Development Agreement.

Acceptance by Holder of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Holder's acceptance of any such partial payment shall not constitute a waiver of Holder's right to receive the entire amount due. Maker (i) waives presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, any defenses under the California Uniform Commercial Code, or such other code, ordinance or laws as may be adopted by Maker governing commercial transactions, the release of any collateral or part thereof, with or without substitution, and Holder's diligence in collection or bringing suit, and (ii) consents to any and all extensions of time, renewals, waivers or modifications as may be granted by Holder with respect to payment or any other provisions of this Note. Subject to the express limitations in this Note, the Development Agreement or the Management Agreement, the liability of the Maker under this Note shall be absolute and unconditional, without regard to the liability of any other party hereunder. This Note shall be deemed to have been executed in California, and all rights and obligations hereunder shall be governed by the laws of the State of California.

Any uncured Event of Default hereunder shall constitute an Event of Default under each of the Management Agreement and the Development Agreement, and nothing contained herein shall prevent, limit or restrict Holder from exercising any and all rights and remedies it may have against Maker under Applicable Law. Notwithstanding any term or provision of this Note or the Development Agreement or the Management Agreement to the contrary, any disagreement or dispute between Maker and Holder arising hereunder shall be resolved pursuant to Article 13 of the Development Agreement ("**Article 13**"), and the same is expressly incorporated and made a part of this Note as if fully set forth herein, and by execution of this Note, Maker expressly waives its sovereign immunity, to the limited extent as set forth in Article 13, as well as the right to have any dispute heard in a Tribal Forum (as defined in Article 13).. The limited waiver of sovereign immunity contained herein shall survive termination of any of the Management Agreement and the Development Agreement.

This Note shall be binding upon and shall inure to the benefit of Maker and Holder, respectively, and their respective successors and assigns.

Maker Address:

81 Parr Blvd.
P. O. Box 2008
Richmond, California 94802

Maker:

**SCOTTS VALLEY BAND OF POMO INDIANS,
a federally-recognized Indian Tribe**


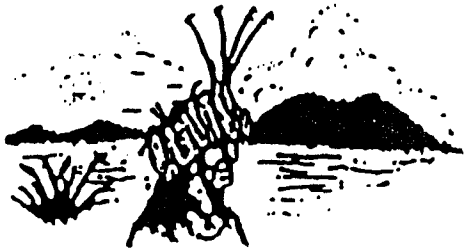
By: 
Donald Arnold, Tribal Chairman

EXHIBIT B

Resolution of the Tribal Council



Scotts Valley Band of Pomo Indians

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:

	<u>6-19-2010</u>		<u>6-19-10</u>
Donald Arnold, Chairman	Date	Patricia Ray-Franklin, Secretary	Date

Resolution No. SV 13-10

EXHIBIT C

Legal Descriptions

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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 north west 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:

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 Blo-Rad Laboratories, a California corporation, to George F. Case Company, a California corporation, dated July 14, 1965, 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 408-090-031

END OF DOCUMENT

EXHIBIT C-5

Gaming Site Acquisition Costs

**1 PAGE DENIED IN FULL
PURSUANT TO
EXEMPTION (b)(4)**

Gaming Site Acquisition Costs

NO COST FOR THIS PAGE

EXHIBIT D

Annual Project Budget

To be mutually agreed upon by the Parties subsequent to the execution hereof.

EXHIBIT E

Self-Sufficiency Note

EXHIBIT E
Form of Self-Sufficiency Note

SELF-SUFFICIENCY NOTE

Richmond, California

Dated: June 19, 2010

FOR VALUE RECEIVED, the undersigned **SCOTTS VALLEY BAND OF POMO INDIANS** ("Maker" or the "Tribe"), promises to pay to the order of **SEMINOLE SV ENTERTAINMENT, LLC**, a Florida limited liability company, its endorsees, successors and assigns ("**Holder**" or "**Developer**"), the sums specified below. Payment shall be made to Holder at its offices located at 1551 Sandspur Rd., Maitland, Florida 32751, or at such other place as the Holder hereof may designate in writing, in lawful money of the United States of America. No interest shall be paid or payable with respect to this Note or the obligations evidenced hereby.

Reference is hereby made to that certain Development Agreement dated June 19, 2010 between the Tribe and Developer (the "**Development Agreement**") and particularly Section 1.10.4 thereof. Reference is also made to that certain Management Agreement dated June 19, 2010 between the Tribe and Developer (the "**Management Agreement**").

This Self-Sufficiency Note ("**Note**") is the Self-Sufficiency Note referred to in the Development Agreement and the Management Agreement. All capitalized terms not defined herein shall have the meaning ascribed to them in Section 1.1 of the Development Agreement or in Section 1 of the Management Agreement, which Sections are incorporated herein as if fully set forth. Reference is made to the Development Agreement and to the Management Agreement for additional terms and conditions concerning the rights, responsibilities and liabilities of the Maker and Holder under this Note, and in the event that any material term or provision of either the Development Agreement or the Management conflicts with a material term or provision of this Note, the terms and provisions of either the Development Agreement or the Management Agreement, as appropriate, shall control.

The amount payable to Holder by Maker under this Note is the principal sum equal to the aggregate amount of Monthly Self-Sufficiency Payments made by Developer to the Tribe under and pursuant to and in accordance with the terms and conditions of Section 1.10.4 of the Development Agreement

This Note shall be payable in level monthly installments over the term of [] months, with the first payment due on or before the twenty-first (21st) day of the month following the month in which the Commencement Date occurs, and monthly payments shall continue until this Note is paid in full. 64

Notwithstanding any term or provision of this Note to the contrary, the entire unpaid principal balance, along with all accrued, unpaid interest and other fees or charges payable hereunder shall be paid in full upon the expiration or termination of the Term of the Management Agreement.

This Note, along with all accrued interest, if any, shall be paid solely from the Net Revenue of the Gaming Enterprise, and neither the principal sum of this Note nor any accrued interest shall be paid or payable if the Commencement Date does not occur.

Maker expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Maker's assumption of these risks.

An Event of Default shall exist hereunder if (i) Maker fails to make any payment due under this Note on or before the date on which such payment was due and payable and such failure is not cured within the time for cure set forth in Section 11.5 of the Development Agreement, or (ii) an uncured Event of Default by the Tribe occurs under the Development Agreement or the Management Agreement. Notwithstanding the generality of the foregoing, Maker's failure to make a payment in full when due hereunder because the Net Revenue available for payment and distribution under and in accordance with the order of priority set forth in Section 5.4 of the Management Agreement for the month for which such payment was due is insufficient to permit Maker to make the payment due hereunder for such month as the same is due and payable, shall not be an Event of Default, and the unpaid portion of the payment due hereunder, shall accrue with interest as provided for herein, and shall be due and payable in the first month(s) in which there is sufficient Net Revenue available from the Gaming Enterprise to permit maker to make such accrued, unpaid payment in accordance with the order of priority set forth in Section 5.4 of the Management Agreement.

Upon the occurrence of any Event of Default hereunder, the Holder, at its option, and without notice to Maker, may declare the entire unpaid principal balance of this Note, all accrued interest and other charges due thereunder, and all other indebtedness of Maker to Holder, to be immediately due and payable in full.

Notwithstanding any term or provision of this Note or the Development Agreement or the Management Agreement to the contrary, Holder, in its sole discretion, may refuse to make advances of Monthly Self-Sufficiency Payments while an Event of Default exists under the Development Agreement or the Management Agreement. On or before the 15th day of each month during the Term of the Development Agreement, Holder shall provide Maker with a detailed schedule of all advances Holder made to or for the benefit of Maker during the preceding month (the "**Report**"). Maker shall inform Holder of any objections it may have to such Report within sixty (60) days of its receipt of the Report. In the event that Maker does not object in writing to any one or more of the advances then Maker will be deemed to have consented to all of the advances specifically set forth in the Report. Any disputes between Maker and Holder regarding any Report shall be resolved pursuant to and in accordance with the terms and provisions of the Development Agreement.

Acceptance by Holder of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Holder's acceptance of any such partial payment shall not constitute a waiver of Holder's right to receive the entire amount due. Maker (i) waives presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, any defenses under the California Uniform Commercial Code, or such other code, ordinance or laws as may be adopted by Maker governing commercial transactions, the release of any collateral or part thereof, with or without substitution, and Holder's diligence in collection or bringing suit, and (ii)

consents to any and all extensions of time, renewals, waivers or modifications as may be granted by Holder with respect to payment or any other provisions of this Note. Subject to the express limitations in this Note, the Development Agreement or the Management Agreement, the liability of the Maker under this Note shall be absolute and unconditional, without regard to the liability of any other party hereunder. This Note shall be deemed to have been executed in California, and all rights and obligations hereunder shall be governed by the laws of the State of California.

Any uncured Event of Default hereunder shall constitute an Event of Default under each of the Management Agreement and the Development Agreement, and nothing contained herein shall prevent, limit or restrict Holder from exercising any and all rights and remedies it may have against Maker under Applicable Law. Notwithstanding any term or provision of this Note or the Development Agreement or the Management Agreement to the contrary, any disagreement or dispute between Maker and Holder arising hereunder shall be resolved pursuant to Article 13 of the Development Agreement (“**Article 13**”), and the same is expressly incorporated and made a part of this Note as if fully set forth herein, and by execution of this Note, Maker expressly waives its sovereign immunity, to the limited extent as set forth in Article 13, as well as the right to have any dispute heard in a Tribal Forum (as defined in Article 13). The limited waiver of sovereign immunity contained herein shall survive termination of any of the Management Agreement and the Development Agreement.

This Note shall be binding upon and shall inure to the benefit of Maker and Holder, respectively, and their respective successors and assigns.

Maker Address:

81 Parr Blvd.
P. O. Box 2008
Richmond, California 94802

Maker:

**SCOTTS VALLEY BAND OF POMO INDIANS,
a federally-recognized Indian Tribe**


By: 
Donald Arnold, Tribal Chairman

EXHIBIT E1

Tribal Member Note

EXHIBIT E1
Form of Tribal Member Note

TRIBAL MEMBER NOTE

Richmond, California

Dated: June 19, 2010

FOR VALUE RECEIVED, the undersigned **SCOTTS VALLEY BAND OF POMO INDIANS** ("Maker" or the "Tribe"), promises to pay to the order of **SEMINOLE SV ENTERTAINMENT, LLC**, a Florida limited liability company, its endorsees, successors and assigns ("**Holder**" or "**Developer**"), the sums specified below. Payment shall be made to Holder at its offices located at 1551 Sandspur Rd., Maitland, Florida 32751, or at such other place as the Holder hereof may designate in writing, in lawful money of the United States of America. No interest shall be paid or payable with respect to this Note or the obligations evidenced hereby.

Reference is hereby made to that certain Development Agreement dated June 19, 2010 between the Tribe and Developer (the "**Development Agreement**") and particularly Section 1.10.4(A) thereof. Reference is also made to that certain Management Agreement dated June 19, 2010 between the Tribe and Developer (the "**Management Agreement**").

This Tribal Member Note ("**Note**") is the Tribal Member Note referred to in the Development Agreement and the Management Agreement. All capitalized terms not defined herein shall have the meaning ascribed to them in Section 1.1 of the Development Agreement or in Section 1 of the Management Agreement, which Sections are incorporated herein as if fully set forth. Reference is made to the Development Agreement and to the Management Agreement for additional terms and conditions concerning the rights, responsibilities and liabilities of the Maker and Holder under this Note, and in the event that any material term or provision of either the Development Agreement or the Management conflicts with a material term or provision of this Note, the terms and provisions of either the Development Agreement or the Management Agreement, as appropriate, shall control.

The principal amount of this Note is the sum equal to the aggregate amount of Monthly Tribal Member Payments made by Developer to the Tribe under and pursuant to and in accordance with the terms and conditions of Section 1.10.4(A) of the Development Agreement. This Note shall be payable, pursuant to and in accordance with the terms and provisions of the Development Agreement, in [] level consecutive monthly payments of principal and interest, with the first monthly payment due on the twenty-first (21st) day of the month following the month in which the Commencement Date occurs, and monthly payments shall continue until this Note is paid in full. This Note shall bear interest, accruing from and after each advance of Monthly Tribal Member Payments by Developer to the Tribe under and pursuant to and in accordance with the terms and provisions of Section 1.10.4(A) of the Development Agreement, at a rate equal to the "prime rate" as published from time to time in the Wall Street Journal plus [] as the prime rate shall be adjusted from time to time, provided that (i) no interest shall accrue from and after the

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date upon which the Property has been acquired by the United States in trust for the benefit of the Tribe and is in trust for its use in Gaming, and (ii) the Tribe shall not owe and Developer shall not collect any interest that would exceed the maximum interest allowed by Applicable Law (the "Effective Rate") and the interest rate will be amended and revised so as not to exceed the maximum rate allowed by Applicable Law of California. This Note shall be amortized over the [] months from the Commencement Date and shall be payable in monthly payments of principal and interest determined and re-determined at the time of any interest over the remaining term of this Note. Notwithstanding any term or provision of this Note to the contrary, the entire unpaid principal balance, along with all accrued, unpaid interest and other fees or charges payable hereunder shall be paid in full upon the expiration or termination of the Term of the Management Agreement.

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This Note, along with all accrued interest, shall be paid solely from the Net Revenue of the Gaming Enterprise, and neither the principal sum of this Note nor any accrued interest shall be paid or payable if the Commencement Date does not occur. The Tribal Member Note shall not be paid, in whole or in part, out of any draws against the Loan.

All payments received shall, at the option of the Holder, first be applied against accrued and unpaid interest and the balance against principal. Maker expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Maker's assumption of these risks.

An Event of Default shall exist hereunder if (i) Maker fails to make any payment due under this Note on or before the date on which such payment was due and payable and such failure is not cured within the time for cure set forth in Section 11.5 of the Development Agreement, or (ii) an uncured Event of Default by the Tribe occurs under the Development Agreement or the Management Agreement. Notwithstanding the generality of the foregoing, Maker's failure to make a payment in full when due hereunder because the Net Revenue available for payment and distribution under and in accordance with the order of priority set forth in Section 5.4 of the Management Agreement for the month for which such payment was due is insufficient to permit Maker to make the payment due hereunder for such month as the same is due and payable, shall not be an Event of Default, and the unpaid portion of the payment due hereunder, shall accrue with interest as provided for herein, and shall be due and payable in the first month(s) in which there is sufficient Net Revenue available from the Gaming Enterprise to permit maker to make such accrued, unpaid payment in accordance with the order of priority set forth in Section 5.4 of the Management Agreement.

Upon the occurrence of any Event of Default hereunder, the Holder, at its option, and without notice to Maker, may declare the entire unpaid principal balance of this Note, all accrued interest and other charges due thereunder, and all other indebtedness of Maker to Holder, to be immediately due and payable in full.

Notwithstanding any term or provision of this Note or the Development Agreement or the Management Agreement to the contrary, Holder, in its sole discretion, may refuse to make advances of Monthly Tribal Member Payments while an Event of Default exists under the Development Agreement or the Management Agreement. On or before the 15th day of each month during the Term of the Development Agreement, Holder shall provide Maker with a detailed schedule of all advances Holder made to or for the benefit of Maker during the preceding month (the "Report"). Maker shall inform Holder of any objections it may have to such Report within sixty (60) days of its receipt of the Report. In the event that Maker does not object in writing to any one or more of the advances then Maker will be deemed to have consented to all of the advances specifically set forth in the Report.

Any disputes between Maker and Holder regarding any Report shall be resolved pursuant to and in accordance with the terms and provisions of the Development Agreement.

Acceptance by Holder of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Holder's acceptance of any such partial payment shall not constitute a waiver of Holder's right to receive the entire amount due. Maker (i) waives presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, any defenses under the California Uniform Commercial Code, or such other code, ordinance or laws as may be adopted by Maker governing commercial transactions, the release of any collateral or part thereof, with or without substitution, and Holder's diligence in collection or bringing suit, and (ii) consents to any and all extensions of time, renewals, waivers or modifications as may be granted by Holder with respect to payment or any other provisions of this Note. Subject to the express limitations in this Note, the Development Agreement or the Management Agreement, the liability of the Maker under this Note shall be absolute and unconditional, without regard to the liability of any other party hereunder. This Note shall be deemed to have been executed in California, and all rights and obligations hereunder shall be governed by the laws of the State of California.

Any uncured Event of Default hereunder shall constitute an Event of Default under each of the Management Agreement and the Development Agreement, and nothing contained herein shall prevent, limit or restrict Holder from exercising any and all rights and remedies it may have against Maker under Applicable Law. Notwithstanding any term or provision of this Note or the Development Agreement or the Management Agreement to the contrary, any disagreement or dispute between Maker and Holder arising hereunder shall be resolved pursuant to Article 13 of the Development Agreement ("Article 13"), and the same is expressly incorporated and made a part of this Note as if fully set forth herein, and by execution of this Note, Maker expressly waives its sovereign immunity, to the limited extent as set forth in Article 13, as well as the right to have any dispute heard in a Tribal Forum (as defined in Article 13). The limited waiver of sovereign immunity contained herein shall survive termination of any of the Management Agreement and the Development Agreement.

This Note shall be binding upon and shall inure to the benefit of Maker and Holder, respectively, and their respective successors and assigns.

Maker Address:

81 Parr Blvd.
P. O. Box 2008
Richmond, California 94802

Maker:

**SCOTTS VALLEY BAND OF POMO INDIANS,
a federally-recognized Indian Tribe**


By: 
Donald Arnold, Tribal Chairman

EXHIBIT F

Exclusivity Waiver Note

EXHIBIT F
Form of Exclusivity Waiver Note

EXCLUSIVITY WAIVER NOTE

\$6,500,000

Richmond, California

Dated: June 19th, 2010

FOR VALUE RECEIVED, the undersigned SCOTTS VALLEY BAND OF POMO INDIANS ("Maker" or the "Tribe"), promises to pay to the order of SEMINOLE SV ENTERTAINMENT, LLC, a Florida limited liability company, its endorsees, successors and assigns ("Holder" or "Developer"), at its offices located at 1551 Sandspur Rd., Maitland, Florida 32751, or at such other place as the Holder hereof may designate in writing, the principal sum of [] or such lesser sum as shall have been deemed advanced by Developer to or on behalf of Maker pursuant to and in accordance with the terms and provisions of the Letter Agreement referred to in Section 1.10.6 of that certain Development Agreement dated June 19, 2010 between the Tribe and Developer (the "Development Agreement"), plus interest as hereinafter provided, all in lawful money of the United States of America. Reference is also made to that certain Management Agreement dated June 19, 2010 between the Tribe and Developer (the "Management Agreement").

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This Exclusivity Waiver Note ("Note") is the Exclusivity Waiver Note referred to in the Development Agreement and the Management Agreement. All capitalized terms not defined herein shall have the meaning ascribed to them in Section 1.1 of the Development Agreement or in Section 1 of the Management Agreement, which Sections are incorporated herein as if fully set forth. Reference is made to the Development Agreement and to the Management Agreement for additional terms and conditions concerning the rights, responsibilities and liabilities of the Maker and Holder under this Note, and in the event that any material term or provision of either the Development Agreement or the Management Agreement conflicts with a material term or provision of this Note, the terms and provisions of either the Development Agreement or the Management Agreement, as appropriate, shall control.

This Note shall be payable, pursuant to and in accordance with the terms and provisions of the Development Agreement, in [] level consecutive monthly payments of principal and interest, with the first monthly payment due on the twenty-first (21st) day of the month following the month in which the Commencement Date occurs, and monthly payments shall continue until this Note is paid in full. This Note shall bear interest, accruing from and after each advance of funds by Developer on behalf of the Tribe to Guidiville and Upstream under the Letter at a rate equal to one-half of the sum of: (i) the "prime rate" as published from time to time in the Wall Street Journal and [] as the prime rate shall be adjusted from time to time, provided that (1) no interest shall accrue from and after the date upon which the Property has been acquired by the United States in trust for the benefit of the Tribe and is in trust for its use in Gaming, and (ii) the Tribe shall not owe and Developer shall not collect any interest that would exceed the maximum interest allowed by Applicable Law and the interest rate will be amended and revised to the maximum amount allowed by Applicable Law of California. The Note shall be amortized over the

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[] months from the Commencement Date and shall be payable in monthly payments of principal and interest determined and re-determined at the time of any interest rate change to be that level monthly payment as will amortize principal and interest over the remaining term. The Exclusivity Waiver Note shall not be paid in whole or in part out of proceeds of the Loan.

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Notwithstanding any term or provision of the Development Agreement, the Loan Agreement, the Management Agreement or this Note to the contrary, if Guidiville Note Cancellation (as defined in Section 1.10.6 of the Development Agreement) does not occur on or before the Cancellation Date (as defined in Section 1.10.6 of the Development Agreement), the Tribe shall have no obligation under this Note, whether for principal or accrued interest, and this Note shall be cancelled. In such case, the Tribe shall assign the Guidiville Notes to Developer outright and without recourse against the Tribe, the Enterprise or its revenues or assets for repayment of the Exclusivity Note.

Subject to the provisions of the foregoing paragraph, the entire unpaid principal balance, along with all accrued, unpaid interest and other fees or charges payable hereunder shall be paid in full upon the expiration or termination of the Term of the Management Agreement.

This Note, along with all accrued interest, shall be paid solely from the Net Revenue of the Gaming Enterprise, and neither the principal sum of this Note nor any accrued interest shall be paid or payable if the Commencement Date does not occur.

All payments received shall, at the option of the Holder, first be applied against accrued and unpaid interest and the balance against principal. Maker expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Maker's assumption of these risks.

An Event of Default shall exist hereunder if (i) Maker fails to make any payment due under this Note on or before the date on which such payment was due and payable and such failure is not cured within the time for cure set forth in Section 11.5 of the Development Agreement, or (ii) an uncured Event of Default by the Tribe occurs under the Development Agreement or the Management Agreement. Notwithstanding the generality of the foregoing, Maker's failure to make a payment in full when due hereunder because the Net Revenue available for payment and distribution under and in accordance with the order of priority set forth in Section 5.4 of the Management Agreement for the month for which such payment was due is insufficient to permit Maker to make the payment due hereunder for such month as the same is due and payable, shall not be an Event of Default, and the unpaid portion of the payment due hereunder, shall accrue with interest as provided for herein, and shall be due and payable in the first month(s) in which there is sufficient Net Revenue available from the Gaming Enterprise to permit maker to make such accrued, unpaid payment in accordance with the order of priority set forth in Section 5.4 of the Management Agreement.

Upon the occurrence of any Event of Default hereunder, the Holder, at its option, and without notice to Maker, may declare the entire unpaid principal balance of this Note, all accrued interest and other charges due thereunder, and all other indebtedness of Maker to Holder, to be immediately due and payable in full.

Acceptance by Holder of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Holder's acceptance of any such partial payment shall not constitute a waiver of Holder's right to receive the entire amount due. Maker (i) waives presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note,

any defenses under the California Uniform Commercial Code, or such other code, ordinance or laws as may be adopted by Maker governing commercial transactions, the release of any collateral or part thereof, with or without substitution, and Holder's diligence in collection or bringing suit, and (ii) consents to any and all extensions of time, renewals, waivers or modifications as may be granted by Holder with respect to payment or any other provisions of this Note. Subject to the express limitations in this Note, the Development Agreement or the Management Agreement, the liability of the Maker under this Note shall be absolute and unconditional, without regard to the liability of any other party hereunder. This Note shall be deemed to have been executed in California, and all rights and obligations hereunder shall be governed by the laws of the State of California.

Any uncured Event of Default hereunder shall constitute an Event of Default under each of the Management Agreement and the Development Agreement, and nothing contained herein shall prevent, limit or restrict Holder from exercising any and all rights and remedies it may have against Maker under Applicable Law. Notwithstanding any term or provision of this Note or the Development Agreement or the Management Agreement to the contrary, any disagreement or dispute between Maker and Holder arising hereunder shall be resolved pursuant to Article 13 of the Development Agreement ("Article 13"), and the same is expressly incorporated and made a part of this Note as if fully set forth herein, and by execution of this Note, Maker expressly waives its sovereign immunity, to the limited extent as set forth in Article 13, as well as the right to have any dispute heard in a Tribal Forum (as defined in Article 13). The limited waiver of sovereign immunity contained herein shall survive termination of any of the Management Agreement and the Development Agreement.

This Note shall be binding upon and shall inure to the benefit of Maker and Holder, respectively, and their respective successors and assigns.

Maker Address:

81 Parr Blvd.
P. O. Box 2008
Richmond, California 94802

Maker:

**SCOTTS VALLEY BAND OF POMO INDIANS,
a federally-recognized Indian Tribe**


By: 
Donald Arnold, Tribal Chairman

EXHIBIT G

Actions, Suits and Proceedings against Tribe

NONE

EXHIBIT H

Actions, Suits and Proceedings against Developer

NONE

EXHIBIT I