

from the Facility to the Tribe or any instrumentality as long as any Base Rent remains due and unpaid, or (ii) to pay any amounts owing hereto.

C. The Tribe shall default in the due observance or performance of any of its obligations hereunder and such default shall continue for fifteen (15) days.

D. The existence of any Event of Default under any of the Transaction Documents.

E. The Tribe shall (i) 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, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case under the federal bankruptcy laws (as now or hereafter in effect), (v) 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.), (vi) 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 (vii) acquiesce to, or fail to controvert in a timely manner, any petition filed against it in an involuntary case under such bankruptcy laws.

F. A case or other proceeding shall be commenced, 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 or the Facility, the appointment of a trustee, receiver, custodian, liquidator or the like of the Tribe, all or any substantial part of its assets or the Facility, 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.

G. Failure to take any and all reasonable steps necessary to secure any approvals required for any of the Transaction Documents to constitute valid and binding obligations of the Tribe under Applicable Law, or, without good cause, withdrawing any of the Transaction 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.

Section 15.2 Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Developer, which written instrument shall not be unreasonably withheld, Developer may, without notice or demand, exercise one or more of the following rights and remedies:

A. Terminate this Lease, and the Tribe's rights hereunder.

B. Declare the balance of all unpaid Base Rent, and all other charges of any kind required of the Tribe under this Lease to be immediately due and payable, and the same shall thereupon be immediately due and payable.

C. Offset any indebtedness Developer or any of its Affiliates then owes to the Tribe or any dependent or independent entity or Affiliate of the Tribe, whether or not then due, against any obligation then owed to Developer or any of its Affiliates, whether or not then due.

D. To the extent permitted by law, repossess the Structure or the Equipment without legal process free of all rights of the Tribe in and to such Structure or Equipment. The Tribe authorizes Developer or its agent to enter upon the premises of the Trust Lands or any other real property within the Tribe's jurisdiction where the Structure or the Equipment is located and repossess and remove such Structure or Equipment. The Tribe specifically waives any right of action the Tribe might otherwise have arising out of the entry of Developer or its agents upon any lands within the Tribe's jurisdiction and repossession of the Structure or the Equipment, and releases Developer of any claim for trespass or damage caused by reason of the entry, repossession or removal of same.

E. Without limiting the foregoing, Developer may exercise any and all rights and remedies existing or available to Developer under any of the Transaction Documents. In the event Developer shall elect to selectively and successively enforce its rights under any one or more of the aforementioned Documents, such action shall not be deemed a waiver or discharge of any other lien or encumbrance securing any payments due hereunder, including, without limitation the payment of Base Rent and Incentive Rent.

F. Notwithstanding Developer's exercise of any or all rights and remedies existing or available to Developer under any of the Transaction Documents, upon the Tribe's cure of the Event of Default to the written satisfaction of Developer, the Transaction Documents shall be reinstated as though there had been no Event of Default, provided, however, that if Developer is no longer in possession of either the Structure or any of the Equipment which Developer repossessed upon the occurrence of the Event of Default, Developer shall have no obligation to replace such Structure or Equipment, and the Tribe shall not be entitled to any reduction, refund or rebate of any Base Rent or Incentive Rent as a result of any portion of either the Structure or Equipment not being available to the Tribe upon its cure of an Event of Default. Notwithstanding the generality of the foregoing, upon the reinstatement of the Transaction Documents resulting from the Tribe's cure of an Event of Default, the term of each Transaction Document shall be extended by the number of days elapsed between the date the Event of Default occurred through the date the Event of Default was cured, as evidenced by Developer's written satisfaction.

Section 15.3 Costs of Default. After the occurrence of an Event of Default, the Tribe shall reimburse Developer for all reasonable expenses of repossession and enforcement of Developer's rights and remedies. Notwithstanding any other term or provision of this Lease or any of the Transaction Documents, if Developer places all or any part of Developer's claim against the Tribe in the hands of an attorney for collection, the Tribe shall pay Developer the amount of attorney's fees Developer reasonably incurs in connection with such collection actions.

Section 15.4 Cumulative Remedies. The remedies of Developer provided for in this Section 15 shall be cumulative to the extent permitted by Applicable 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 16
MISCELLANEOUS

Section 16.1 Permitted Contests. The Tribe shall not be required to pay any tax, charge, assessment or imposition on Gross Revenues or Net Revenues, or imposed on the Tribe with respect to the Facility or on the Facility itself, so long as the Tribe shall contest, in good faith and at its own cost and expense, the amount or validity thereof, in an appropriate manner or by appropriate proceedings which shall operate during the pendency thereof to prevent the collection of or other realization upon the tax, assessment, levy, fee, rent, charge, lien or encumbrance so contested and to further prevent the sale, forfeiture or loss of the Facility or any part thereof, to satisfy the same. Each such contest shall be promptly prosecuted to final conclusion (subject to the right of the Tribe to settle any such contest), and in any event the Tribe will save Developer harmless against all losses, judgments, decrees and costs (including attorneys fees and expenses in connection therewith) and will, promptly after the final determination of such contest or settlement thereof, pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable therein, together with all penalties, fines, interest, costs and expenses thereon or in connection therewith. The Tribe shall give Developer prompt written notice of any such contest.

Section 16.2 Notices. Any notice to any party to this Lease shall be in writing and shall be sent by certified U.S. Mail, postage prepaid and return receipt requested, by overnight delivery service, by facsimile, or by any other method, including electronic delivery, provided that in order to be effective the method must be reasonably anticipated to create a permanent written record of delivery. Notice will be deemed given as of the actual date of delivery as indicated on the record of delivery. Notice shall be given to:

If to Developer:

Rinaldo Corporation
9 Gateway Drive,
Collinsville, Illinois 62234
Fax Number: (618) 346-9022

with a copy to:

Kevin Gover, Esq.
Steptoe & Johnson
1330 Connecticut Ave., N.W.
Washington, D.C. 20036
Fax Number: (202) 429-3902

If to Tribe:

Timbisha Shoshone Tribe
P. O. Box 206
Death Valley, CA 95481

or to such other address(es) as the Parties provide to each other in writing.

Section 16.3 Amendments. This Lease may not be amended or modified, nor may any of its terms be modified or waived, except by written instruments signed by Developer and the Tribe.

Section 16.4 Time of Essence. Time is of the essence in the performance of this Lease.

Section 16.5 Binding Effect and Assignment. This Lease shall be binding upon and inure to the benefit of the Tribe and Developer and their respective successors and permitted assigns, except that neither party may transfer or assign its rights hereunder without the prior written consent of the other.

Section 16.6 Waivers. No waiver by a party of any right, remedy or Event of Default hereunder shall operate as a waiver of any other right, remedy, or Event of Default or of the same right, remedy or Event of Default on a future occasion. No delay on the part of a party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or future exercise thereof or the exercise of any other right or remedy.

Section 16.7 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 16.8 Not Joint Ventures. Developer is not, and shall not by reason of any provision of any of the Transaction Documents or the Lease be deemed to be joint venturer with, or partner or agent of, the Tribe.

Section 16.9 Indemnification.

A. **Indemnification by The Tribe.** The Tribe agrees to indemnify and hold harmless Developer, its directors, officers, agents and employees, against any and all claims of, or losses, damages or liability to, third parties to which Developer, its directors, officers, agents and employees, may become subject under any law in connection with the carrying out of the transactions contemplated by this Lease or the other Transaction Documents, or the conduct of any activity on the Trust Lands, including but not limited to claims, losses, damages, or liability resulting from use or operation of the Structure and/or Equipment in an unsafe manner or in violation of the law by or under the authority of the Tribe, (other than as a result of negligence or willful misconduct of any such party) and to reimburse Developer, its directors, officers, agents and employees, for any out-of-pocket legal and other expenses (including reasonable attorneys' fees) incurred by Developer, its directors, officers, agents and employees, in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any

actions relating thereto. Developer agrees, at the request and reasonable expense of the Tribe, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses which may be available to Developer. The Tribe further releases and agrees to hold harmless Developer, its directors, officers, agents and employees, from any claims of or losses, damages or liability to third parties arising out of any covenant, representation or undertaking of the Tribe contained in this Lease or the other Transaction Documents. The provisions of this Section shall survive the termination of this Lease and the other Transaction Documents.

B. Indemnification by Developer. Developer agrees to indemnify and hold harmless the Tribe and its respective Tribal Council members, officers, agents and employees, against any and all claims of or losses, damages or liability to third parties to which the Tribe and its respective directors, officers, agents and employees, may become subject under any law as a result of the negligence or willful misconduct of the directors, officers, agents or employees of Developer, and to reimburse the Tribe and its respective Tribal Council members, officers, agents and employees, for any out-of-pocket legal and other expenses (including reasonable attorneys' fees) incurred by the Tribe or its Tribal Council members, officers, agents and employees, in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions relating thereto. The Tribe agrees, at the request and reasonable expense of Developer, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses which may be available to the Tribe. Developer further releases and agrees to hold harmless the Tribe and its respective Tribal Council members, officers, agents and employees, from any claims of or

<<<< MEMORY FULL >>>>

actions relating thereto. Developer agrees, at the request and reasonable expense of the Tribe, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses which may be available to Developer. The Tribe further releases and agrees to hold harmless Developer, its directors, officers, agents and employees, from any claims of or losses, damages or liability to third parties arising out of any covenant, representation or undertaking of the Tribe contained in this Lease or the other Transaction Documents. The provisions of this Section shall survive the termination of this Lease and the other Transaction Documents.

B. Indemnification by Developer. Developer agrees to indemnify and hold harmless the Tribe and its respective Tribal Council members, officers, agents and employees, against any and all claims of or losses, damages or liability to third parties to which the Tribe and its respective directors, officers, agents and employees, may become subject under any law as a result of the negligence or willful misconduct of the directors, officers, agents or employees of Developer, and to reimburse the Tribe and its respective Tribal Council members, officers, agents and employees, for any out-of-pocket legal and other expenses (including reasonable attorneys' fees) incurred by the Tribe or its Tribal Council members, officers, agents and employees, in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions relating thereto. The Tribe agrees, at the request and reasonable expense of Developer, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses which may be available to the Tribe. Developer further releases and agrees to hold harmless the Tribe and its respective Tribal Council members, officers, agents and employees, from any claims of or losses, damages or liability to third parties arising out of any covenant, representation or warranty of Developer contained in this Lease or the other Transaction Documents. The provisions of this Section shall survive the termination of this Lease and the other Transaction Documents.

C. Rights of Persons Covered. The Persons covered by the indemnification provisions hereof shall be third party beneficiaries of this Lease and shall have the right, subject to the provisions of this Lease, to enforce such indemnification provisions.

ARTICLE 17 DISPUTES

Section 17.1 Dispute Resolution.

A. A "Dispute" is any claim, controversy or dispute arising out of, or related, directly or indirectly to, this Agreement. All Disputes shall be resolved only through discussions pursuant to this Subsection 17.1 or in a federal or state court pursuant to Subsection 17.2 below.

B. The parties shall attempt to settle all Disputes arising out of, or related to, this Agreement amicably through good faith discussions; however, any party shall have the right at any time, whether or not such discussions have occurred, to seek resolution of any Dispute in any federal or state court having jurisdiction of the subject matter and the parties.

C. The Tribe expressly and irrevocably agrees that if Disputes cannot be settled by discussions pursuant to Subsection 17.1(B), Disputes shall be resolved in either federal

or state court and expressly and irrevocably agrees not to initiate any action to resolve any Dispute arising out of, or related directly or indirectly to, this Agreement in Tribal Court.

Section 17.2 Limited Waiver of Sovereign Immunity

A. The Tribe hereby expressly and irrevocably grants a limited waiver of its sovereign immunity from suit for the purpose of permitting suits in law or equity to interpret and enforce the terms of this Agreement, including, but not limited to, suits for the resolution of any Dispute and for the enforcement of any judgment and the collection of any money damages awarded; and the Tribe expressly and irrevocably agrees not to raise the defense of sovereign immunity in any such suits.

B. This limited waiver of sovereign immunity includes actions for injunctive relief as well as actions for money damages, provided, however, that any damages awarded shall be payable solely from the property, assets or funds specifically pledged and assigned to satisfy any judgment Developer secures against the Tribe under this Lease and the Cash Management Agreement and any interest in the Trust Lands granted Developer under the Transaction Documents.

C. Time Period. With respect to any claim authorized in this Section, initial suit, as authorized herein, shall be commenced within the relevant statute of limitation provided under the laws of the State of California, or such claim shall be forever barred. The waiver granted herein shall survive termination or expiration of this Lease. Claims for non-payment of Base Rent or Incentive Rent shall be deemed claims on an installment contract, and shall accrue for each such claim when each individual monthly payment is due.

D. Governing Law. The Tribe and Developer agree that this Agreement shall be construed pursuant to the laws of California and that any Dispute arising under this Agreement shall be resolved pursuant to the laws of that State.

E. Service of Process. To the extent permitted by law, in any proceeding brought pursuant to this Lease, the Tribe consents to service made in accordance with the notice provisions of this Lease.

F. Enforcement. The Tribe consents to the jurisdiction of, to be sued in and to accept and be bound by any order or judgment of, at Developer's discretion, the appropriate United States District Court in California, the appropriate California State Court, and any federal or State court having appellate jurisdiction thereover, consistent with the terms and provisions of this Section. Further, the Tribe waives its sovereign immunity as to an action by Developer in the aforementioned courts seeking injunctive and/or declaratory relief against the Tribe based upon an attempt by the Tribe to revoke its waiver of its sovereign immunity under this Lease, and as to enforcement in said courts of any such final judgment against the Tribe, subject to the limitations in this Lease. Without in any way limiting the generality of the foregoing, the Tribe expressly authorizes any Governmental Authorities who have the right and duty under applicable law to take any action authorized or ordered by any court, to take such action as entering onto the Trust Lands, or the Facility to give effect to any judgment entered, subject to this Section.

1. Assets Pledged to Satisfy Enforcement Proceedings. The only assets that shall be available, and which are thus specifically pledged and assigned hereby, to satisfy any enforcement proceedings or judgment in connection with this Lease shall be limited to: (i) the Gross Revenues of the Facility; (ii) the Gross Revenues of any businesses located on the Trust Lands; and (iii) the Gross Revenues of any businesses similar to the businesses proposed to be conducted in, or by, the Facility.

2. Limitation Upon Enforcement. All damages awarded shall be satisfied solely from assets specified in this Section and shall not constitute a lien upon or be collectible from any other income or assets of the Tribe, other than the income or assets specified in 1.(i), (ii) and (iii) above, except with the written consent of the Tribe.

3. Expenses of Judicial Enforcement. Except as provided in Section 16.9.A or 16.9.B or as ordered by a court of competent jurisdiction, all parties shall bear their own costs, including attorneys' fees, in connection with any or judicial proceedings authorized under this Lease. The parties expressly agree that this provision shall survive the termination, for any reason, or expiration of this Lease.

G. Guaranty of Tribe. The Tribe agrees not to revoke or limit, or attempt to 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 the Tribe hereby consents to the entry of appropriate injunctive relief, consistent with the terms and conditions of this Lease. Any action seeking injunctive relief shall be brought in any federal or state court and the Tribe expressly consents to the jurisdiction of, and agrees to be bound by any order or judgment of such courts, and any federal or State court with appellate jurisdiction thereover.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed by their authorized representatives and delivered as of the day and year first above written.

"The Tribe"

TIMBISHA SEOSHONE TRIBE,
a federally-recognized Indian Tribe

By: Georgia Kennedy
Tribe Chairperson

Georgia Kennedy
Tribe Chairperson
Dated: 11-05-02

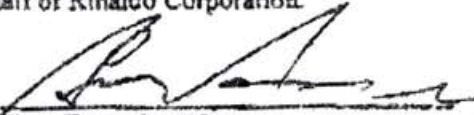
"Developer"

RINALDO CORPORATION,
a Missouri corporation

By: [Signature]
Gary Ferris, President

CERTIFICATION OF RINALDO CORPORATION

I, the undersigned, as President of Rinaldo Corporation do hereby certify that the foregoing Development Agreement and Personal Property Lease was considered and approved by the Board of Directors at a duly called meeting on the ___ day of _____, 2002, at which a quorum was present, that the same was adopted by a unanimous vote in favor and that Gary Fears, as President of Rinaldo Corporation, was authorized to sign the Development Agreement and Personal Property Lease on behalf of Rinaldo Corporation.



Gary Fears, President

Attest:

Secretary

10/27/02 00:35:33 Steptoe & Johnson LLP ->

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ACKNOWLEDGMENT OF TIMBISHA SHOSHONE TRIBE

STATE OF CALIFORNIA)
) ss:
COUNTY OF INYO)

ON THIS 5th day of November 2002, before me, the undersigned Notary Public, personally appeared Gorgia Kennedy Tribal Chair of the Timbisha Shoshone Tribe, proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the Timbisha Shoshone Tribe executed the instrument.

WITNESS my hand and official seal.

Jennifer A. Duncan
Notary Public
My Commission Expires: 8/20/2005



MASTER DEFINITIONS LIST

Defined Terms. The capitalized words and terms set forth in the Transaction Documents, as defined herein, shall have the meanings set forth in this "Master Definitions List," unless the context or use in a particular Transaction Document expressly indicates a different meaning or intent. Such definitions shall be equally applicable to both singular and plural forms of any of the words and terms herein defined. The following terms, when used in the Transaction Documents, shall have the following meanings:

Additional Base Rent Account: The subaccount of the Tribal Account established within the Depository pursuant to Section 3.1(f) of the Cash Management Agreement.

Affiliate: With respect to a specified person or entity, an "Affiliate" is any other person or entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with the specified person or entity. For the purpose of this definition, "control" means the ability to directly or indirectly, by voting securities, developer interests, contract or otherwise, direct or cause the direction of the policies or management of the specified person or entity.

Applicable Law: All laws of the Tribe, the United States and any state that apply to any activity herein, which laws shall include, but are not limited to, IGRA, the Tribal Gaming Ordinance (including all regulations, rules or ordinances promulgated thereunder and all amendments or successors thereto), and any law made applicable under the Compact.

Base Rent: The Base Rent that the Tribe, in its capacity as "Lessee," pays to the Developer, in its capacity as "Lessor," pursuant to Section 6.1 of the Lease.

BLA: The Bureau of Indian Affairs, United States Department of the Interior.

Business Day: Each day other than a Saturday, a Sunday or other day on which commercial banks in the city in which the principal corporate office of the Depository is located are not open for business.

Capital Reserve Account: The account established within the Depository pursuant to Section 3.1(e) of the Cash Management Agreement.

Capital Reserve Budget: The annual Capital Reserve Budget that the General Manager prepares pursuant to Section 14.5(b) of the Lease.

Cash Management Agreement: The Cash Management Agreement of even date herewith by and between the Tribe and the Developer.

Chairman: The Chairman of the NIGC.

EXHIBIT 01

Collection Bank: Each and every bank into which the Tribe initially deposits Pledged Revenues.

Commencement Date: The day on which the Gaming Facility opens to the general public for the conduct of Gaming.

Compact: A tribal-state compact between the Tribe and the State entered into pursuant to IGRA authorizing or permitting the Tribe to engage in Class III Gaming, or regulations issued by the Secretary, pursuant to IGRA, authorizing or permitting the Tribe to engage in Class III Gaming.

Construction Costs: Construction Costs shall include all costs and expenses incurred in connection with the design, development, installation and construction of the Structure, and the installation of the Equipment and preparing for the Commencement Date, including, without limitation:

(a) All costs and expenses required to design, develop, construct, install and complete the Structure, as contained in the Final Budget, including architectural, engineering and interior design work, site work, utility installations and hook-up fees, construction permits, certificates and bonds and material and labor expenses, but not including the Developer's internal costs or overhead; and

(b) All costs and expenses incurred in connection with the acquisition, installation and initial testing of Equipment.

Daily Cash Requirements: The amount of cash which the General Manager determines to keep on hand on a daily basis within the Facility, pursuant to Section 14.5 of the Lease, or any amendments thereto.

Delivery Date: The date upon which the Facility accepts delivery of any Equipment, and any replacement thereof.

Depository: The bank, financial institution or trust company, or any successor thereto, that assumes the obligations of the Depository or any successor under the Cash Management Agreement.

Developer: Rinaldo Corporation, a Missouri corporation.

Development Budget: The Development Budget the Developer prepares in connection with the development, installation and construction of the Structure and Equipment, pursuant to Section 4.5 of the Lease.

Development Costs: Pre-Development Costs, Construction Costs, and Start-Up Expenses, as set forth in the Final Budget, and the Pre-Development Costs, Construction Costs, and Start-Up Expenses for any substantial expansion of the Facility agreed to by the Parties and funded by Lessor.

Equipment: All personal property, furniture, and fixtures used in connection with the operation and maintenance of the Facility including but not limited to all Gaming Devices, provided, however, that, subject to Section 14.6 of the Lease, replacement equipment shall not be within the definition of Equipment.

Event of Default shall have the meaning set forth in the Transaction Document in which such capitalized term appears.

Execution Date: The date set forth in the first paragraph of the document in which the term is used.

Facility: The Structure, equipped and ready for the Tribe to conduct Gaming for the public.

Final Budget: The budget developed after the Commencement Date and including Pre-Development Costs, Construction Costs, and Start-Up Expenses.

GAAP: Generally accepted accounting principles, consistently applied.

Gaming: Any Class II or Class III gaming activity that the Tribe may legally operate or license pursuant to IGRA.

Gaming Device: Any so-called Class II or Class III "slot machine" or any other machine or mechanical device an essential part of which is a drum or reel with insignia thereon, and that when operated, may deliver, as the result of the application of an element of chance, any money or property, or by the operation of which a person may become entitled to receive, as the result of the application of an element of chance, any money or property; or any other machine or mechanical device (including, but not limited to, roulette wheels and similar devices) designed and manufactured primarily for use in connection with Gaming, and which when operated may deliver, as the result of the application of an element of chance, any money or property, or by the operation of which a person may become entitled to receive, as the result of the application of an element of chance, any money or property; or any subassembly or essential part intended to be used in connection with any such machine or mechanical device, but which is not attached to any such machine or mechanical device as a constituent part.

Government Authority: Any federal, state, county or local government body or a governing body of the Tribe having jurisdiction over the Trust Lands.

Gross Revenues: All receipts from the operation of the Facility, including, without limitation, receipts from Gaming (amounts wagered less winnings paid), from food, beverage and other concessions, from the lease or sublease of space, and from any other activities carried on within the Facility; and all receipts of the net proceeds of insurance obtained by the Tribe with respect to the Facility.

IGRA: The Indian Gaming Regulatory Act of 1988 (Public Law 100-497; Title 25, United States Code, Sections 2701 et seq.) and the regulations adopted pursuant thereto, and as they may be amended or replaced from time to time.

Incentive Rent: The Incentive Rent that the Tribe, in its capacity as "Lessee," pays to the Developer, in its capacity as "Lessor," pursuant to Section 6.3 of the Lease.

Incentive Rent Account: The account established within the Depository pursuant to Section 3.1(d) of the Cash Management Agreement.

Initial Base Rent Account: The account established within the Depository pursuant to Section 3.1(e) of the Cash Management Agreement.

Lease: The Development Agreement and Personal Property Lease of even date herewith by and between the Tribe and the Developer.

Lessee: The Tribe.

Lessor: The Developer.

Net Revenues: For any period, the Gross Revenues less the Operating Expenses, Initial Base Rent or Incentive Rent, and Capital Reserves for that period

NIIGC: The National Indian Gaming Commission established pursuant to IGRA.

Operating Account: The account established within the Depository pursuant to Section 3.1(b) of the Cash Management Agreement.

Operating Expenses: The current expenses of operation, maintenance and repair of the Facility. "Operating Expenses" shall include, without limitation, Facility rental payments, prizes, wages, salaries and bonuses to personnel including any management Person, the cost of materials and supplies used for current operation and maintenance, security costs, utilities expenses, trash removal, costs of goods sold, advertising, insurance premiums, interest on debt, the costs of Equipment, parking leases and charges for the accumulation of appropriate reserves for current expenses that are not recurrent monthly but may reasonably be expected to be incurred in accordance with GAAP. "Operating Expenses" shall not include, without limitation, any deposit into, or expense paid from any reserve, including, without limitation, the Capital Reserve Account, any allowance for depreciation, renewal or replacement of capital assets, or any principal payments on any indebtedness. Additionally, "Operating Expenses" shall not include any expense of operation, maintenance and repair of the Facility beyond that which is reasonable and necessary for a facility of the size, scope of Gaming and location of the Facility, or salaries or related expenses which are either: (1) unreasonably in excess of those paid to employees of similar positions and experience in facilities of similar size, scope and location of the Facility, or (2) for a number of employees beyond that which is consistent with prevailing regional industry standards and practices which reflect sound business judgment.

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Operating Expense Budget: The monthly Operating Expense Budget prepared pursuant to Section 14.5(a) of the Lease.

Permitted Investments: Any of the following or any combination of one or more thereof:

- (a) Direct obligations of the United States of America or obligations the principal and interest of which are unconditionally guaranteed by the United States of America.
- (b) Bonds, debentures, certificates of participation or notes issued by the Bank of Cooperatives, Federal Financing Bank, Federal Land Banks, Federal Home Loan Mortgage Corporation, Federal Home Loan Banks, Federal Intermediate Credit Banks, Federal National Mortgage Association, Export-Import Bank of the United States, Farmers Home Administration, Government National Mortgage Association or any other agency or corporation which has been or may hereafter be created by or pursuant to an Act of the Congress of the United States or an agency or instrumentality thereof.
- (c) Shares of an Investment Company registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, which has as an investment objective maintenance of a net asset value of \$1.00 per share by investment in "money market" instruments.
- (d) Commercial paper of United States corporations rated P-1 by Moody's Investors Service or rated A-1 by Standard & Poor's Corporation.
- (e) Repurchase agreements entered into with primary reporting dealers in U.S. government securities collateralized at least 102% by bonds or other obligations described in clauses (a) and (b) above if: (i) such obligations are delivered to the Depository or are supported by a safekeeping receipt issued by a depository satisfactory to the Depository; (ii) the value of the underlying obligations shall be maintained at a current market value, calculated no less frequently than monthly, of not less than the current balance of the deposit; (iii) a prior perfected security interest in the obligations which are securing such agreement has been granted to the Depository and (iv) obligations which are free and clear of any adverse third party claims.
- (f) Interest-bearing time or demand deposits, certificates of deposit, bankers acceptances or other similar banking arrangements with any bank or savings institution (including the Depository), provided that such deposits, certificates and other arrangements are fully insured by the Federal Deposit Insurance Corporation, or secured by obligations described in clauses (a) and (b) above, or a combination thereof.
- (g) Written investment contracts with a bank, bank holding company, trust company, domestic branch of a foreign bank, domestic corporation or insurance company

whose similar obligations are rated "A2" or better by Moody's Investors Service or "AA" or better by Standard & Poor's Corporation.

Person: Any individual, corporation, Developer, joint venture, association, joint stock company, trust, unincorporated organization, Government or Indian tribe, or any agency, instrumentality or political subdivision thereof.

Pledged Revenues: For any given day, the Pledged Revenues shall equal the Gross Revenue for that day less the Daily Cash Requirements for that day.

Pre-Development Costs: Costs incurred by the parties in pursuit of the objectives of this Lease incurred before the Development Period and identified in the Pre-Development Budget agreed to by Parties.

Property: The real property upon which the Structure will be constructed by Developer, which at the time of construction will be titled to the United States in trust for the benefit of the Tribe.

Secretary: The Secretary of the United States Department of the Interior, or his or her designee.

Start-Up Expenses: All costs and expenses necessary to prepare for the commencement of Gaming operations in the Facility, and not within the scope of paragraphs (a) and (b) of the definition of Construction Costs, including, without limitation, initial cash banks and Daily Cash Requirements, all cash required for inventory and supplies necessary for the commencement of the operations of the Facility, employee salaries, training expenses, marketing costs and expenses, supplies, utility service, travel costs and other similar expenses.

State: The State of California.

Structure: The buildings and improvements constructed and installed on the Trust Lands on which the Tribe operates the Facility.

Suspense Account: The account established within the Depository pursuant to Section 3.1 (a) of the Cash Management Agreement.

Term: Shall have the meaning set forth in the documents in which such capitalized term appears.

Transaction Documents: The Lease, Cash Management Agreement, and all contracts, documents, instruments or agreements entered into by the parties pursuant thereto, including, but not limited to, such collateral documents as might be appropriate for the parties to approve or secure the transactions and the respective obligations hereunder.

Tribal Account: The accounts established within the Depository pursuant to Section 3.1(f) of the Cash Management Agreement.

Tribal Chair: The elected presiding officer of the Tribe.

Tribal Council: The governing legislative body of the Tribe.

Tribal Gaming Commission: The Commission established by the Tribe responsible for the oversight and regulation of Gaming on Tribal lands, including, without limitation, the Facility.

Tribal Gaming Ordinance: The tribal gaming ordinance adopted by the Tribe and approved by the Chairman, pursuant to 25 U.S.C. §2710.

Tribe: The Timbisha Shoshone Tribe, a federally-recognized Indian tribe.

Trust Lands: Property held by the United States in Trust for the benefit of the Tribe.

Vendor: Any manufacturer, seller, lessor or supplier of any Equipment.

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CASH MANAGEMENT AGREEMENT

This CASH MANAGEMENT AGREEMENT ("Cash Management Agreement"), dated as of October _____, 2002, by and between the *TIMBISHA SHOSHONE TRIBE*, a federally recognized Indian tribe (the "Tribe") and *RINALDO CORPORATION*, a Missouri corporation ("Developer").

RECITALS

A. The Tribe is a federally recognized Indian tribe eligible for the special programs and services that the United States provides to Indians because of their status as Indians, and possesses sovereign powers of self-government.

B. The Tribe has determined that the development and operation of a tribal gaming facility on the Property, pursuant to IGRA, is an important tribal government project that 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 better to serve the social, economic, educational and health needs of the Tribe's members.

C. The Tribe requires assistance with (i) financing the day-to-day operations of the Tribal government, (ii) acquiring real property and petitioning the United States to accept title to such property in trust for the benefit of the Tribe, and (iii) the development, design, financing, construction and initial equipping of the Facility.

D. Developer has the experience, expertise and resources necessary and appropriate to assist the Tribe in developing the Facility.

E. Developer and the Tribe agree that, in partial consideration for Developer's assistance to the Tribe, Developer shall receive a security interest in the cash flow of the Gaming Facility, and that such interest be memorialized in this Cash Management Agreement.

F. Simultaneously with the execution of this Cash Management Agreement, the Parties have also entered into a certain other related documents, contracts or instruments, including, without limitation, a Development Agreement and Personal Property Lease ("Lease"), collectively the "Transaction Documents."

G. This Agreement is intended only to memorialize the terms and conditions of the security interest in the cash flow of the Facility granted by the Tribe to Developer, and nothing herein is intended to be and shall not be construed as constituting a contract for management services as contemplated by IGRA, 25 U.S.C. Section 2711 (or any successor or related statute or regulation). The parties acknowledge that neither Developer nor any person or entity owned or controlled by, or affiliated with Developer, is to have any management authority or responsibilities with respect to the Facility or Gaming activities whatsoever, or any right to possess or control the Trust Lands, the Facility, the Structure or the Equipment, except as specifically enumerated in the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties hereby agree, as of the date first stated above, as follows:

ARTICLE I DEFINITIONS

The capitalized words and terms set forth in this Cash Management Agreement shall have the meanings set forth in the Master Definitions List, incorporated herein by reference and attached as Exhibit 1, unless the context or use in this Agreement expressly indicates a different meaning or intent. Such definitions shall be equally applicable to both singular and plural forms of any of the words and terms therein defined.

ARTICLE II SECURITY INTERESTS IN REVENUES; NOTIFICATIONS

Section 2.1. Grant of Security Interest. As security for the performance of all of the obligations the Tribe has assumed or agreed to assume or perform under the Transaction Documents, including, without limitation, the payment of all sums and amounts due to the Developer under the terms and provisions thereunder, regardless of how such payments are designated, and subject to the prior application of Pledged Revenues to Operating Expenses, the Tribe hereby grants the Developer a security interest in all of the right, title and interest of the Tribe in and to the Pledged Revenues, whether now or hereafter owned, existing, arising or acquired, required by this Agreement to be on deposit in the Suspense Account, the Operating Account, the Initial Base Rent Account, the Incentive Rent Account, the Capital Reserve Account and the Tribal Account, which in turn is divided into subaccounts for Additional Base Rent and Tribal Account, all of which are described in Article III. The security interest granted to the Developer shall be perfected on a daily basis upon the delivery of the Pledged Revenues to the Depository.

Section 2.2. Transfers to Suspense Account. The Tribe agrees that it will, at its own expense, cause all Pledged Revenues to be transferred from the Facility to the Depository on each Business Day for deposit into the Suspense Account in accordance with Section 3.1. Notwithstanding the generality of the foregoing, the Tribe may, on a daily basis, withhold from the Pledged Revenues transferred to the Depository, an amount necessary to meet the Daily Cash Requirements of the Facility with the prior written consent of the Developer, which consent shall not be unreasonably withheld. The Tribe agrees that it will hold such amounts in trust for the benefit of the Developer, and shall not commingle any such amounts with any funds or other property of the Tribe, and shall not make any payments out of such funds other than in the ordinary course of business.

The Tribe shall direct all Collection Banks to transfer all Pledged Revenues consisting of cash and other good funds collected from negotiated checks and processed credit card charges, directly by wire transfer of immediately available funds to the Suspense Account, as specified in writing, on each Business Day. In the event that the Tribe receives any payment that should have

been deposited in the Suspense Account as provided pursuant to this Agreement, the Tribe agrees that it will hold such amounts in trust for the benefit of the Developer, shall not commingle any such amounts with any funds or other property of the Tribe, and shall immediately transfer such amounts to the Depository.

Section 2.3. Operating Expense Budget. The Tribe, pursuant to the Lease, shall prepare a monthly Operating Expense Budget, and will notify the Developer, prior to the first Business Day of each month, using a form of notice approved by the parties hereto, of the amount required to be set aside in that month for the purpose of paying Operating Expenses, provided, however, that a copy of the Tribe's monthly Operating Expense Budget shall be attached to the notice required under this Section 2.3. Such notice, along with the monthly Operating Expense Budget, will also note the amount of cash per day the Facility anticipate holding back for the Daily Cash Requirements. If during any month, the Tribe, pursuant to the Lease, revises the monthly Operating Expense Budget or the amount of cash per day the Facility anticipate holding back for the Daily Cash Requirements, the Tribe shall immediately notify the Developer, and provide it with copies of the revised monthly Operating Expense Budget. Nothing herein is intended or shall be construed as superceding or in any way altering, amending or supplementing the terms and provisions of Section 14.5(a) of the Lease.

Section 2.4. Capital Reserve Budget. The Tribe, pursuant to the Lease, shall prepare an annual Capital Reserve Budget, and will notify the Developer, prior to the first Business Day of each month, using a form of notice approved by the parties hereto, of the amount required to be set aside in that month for the purpose of funding the Capital Reserve Account, provided, however, that a copy of the Tribe's annual Capital Reserve Budget shall be attached to the notice required under this Section 2.4. Nothing herein is intended or shall be construed as superceding or in any way altering, amending or supplementing the terms and provisions of Section 14.5(b) of the Lease.

ARTICLE III ESTABLISHMENT OF ACCOUNTS; DIVISION OF REVENUES

Section 3.1 Accounts. The Tribe shall establish and maintain accounts and subaccounts within the Depository for purposes of administering this Cash Management Agreement. The subaccounts created shall have the following designations and priorities:

- a. **Suspense Account.** The Suspense Account shall be the first priority account.
- b. **Operating Account.** The Operating Account shall be the second priority account, established for the payment of Operating Expenses.
- c. **Initial Base Rent Account.** The Initial Base Rent Account shall be the third priority account, established for the payment of the minimum monthly payment of Base Rent based on a sixty (60) month amortization at the interest rate equal to the Bank of America Prime Interest Rate plus one percent (1%) as of the date funds are actually disbursed.

d. Incentive Rent Account. After the Development Costs, plus interest, are paid in full, the Incentive Rent Account shall become the third priority account, established for the payment of Incentive Rent to the Developer.

e. Capital Reserve Account. The Capital Reserve Account shall be the fourth priority account, established for the payment of capital acquisitions and improvements.

f. Tribal Account. The Tribal Account shall be divided into two subaccounts, as follows:

(i) The Additional Base Rent Subaccount, which shall be the fifth priority account, established for prepayment of the balance of Base Rent out of the Tribe's Net Revenues from the Facility, and

(ii) The Tribal Account, which shall be the sixth priority account, established for the balance of the Pledged Revenues belonging to the Tribe.

Section 3.2 Allocation of Pledged Revenues. Each month during the Term hereof, the Tribe shall allocate the Pledged Revenues among the accounts established pursuant to Section 3.1 hereof, in the priorities assigned to such accounts, as follows:

a. Suspense Account. The Tribe shall deposit into the Suspense Account, as received, all of the Pledged Revenues, in accordance with Section 2.2 hereof.

b. Operating Account. The Tribe shall then caused to be transferred all amounts deposited in the Suspense Account to the Operating Account until the amount transferred to the Operating Account in that month equals the amount of Operating Expenses budgeted for that month on the notice provided to the Developer in accordance with Section 2.3. Amounts in the Operating Account shall be used by the Tribe solely for purposes of paying Operating Expenses.

c. Initial Base Rent Account. After the amount transferred to the Operating Account in a month equals the amount of Operating Expenses budgeted for that month, all additional Pledged Revenues deposited into the Suspense Account during that month shall be transferred to the Initial Base Rent Account, and credited against the Tribe's obligations to the Developer based upon the amortization schedule described in Section 3.1(c).

d. Incentive Rent Account. After the Development Costs, plus interest, are paid in full, and after the amount transferred to the Operating Account in a month equals the amount of Operating Expenses budgeted for that month, all Pledged Revenues deposited into the Suspense Account due that month shall be transferred into the Incentive Rent Account.

e. Capital Reserve Account. After the amount transferred to the Incentive Rent Account in that month equals eighteen percent (18.0%) of the Gross Revenues of the Facility for the prior month, all additional Pledged Revenues deposited into the Suspense

Account during that month shall be transferred into the Capital Reserve Account until the amount transferred to the Capital Reserve Account in that month equals the amount scheduled for deposit into the Capital Reserve Account for that month, as evidenced by the Capital Reserve Budget prepared pursuant to Sections 14.5(b) of the Lease. Notwithstanding the generality of the foregoing, there shall be no transfers from the Suspense Account to the Capital Reserve Account in any month if, during the immediately preceding month, the amount transferred from the Suspense Account to the Capital Reserve Account exceeded the amount transferred from the Suspense Account the Initial Base Rent Account and the Incentive Rent Account, combined. Amounts in the Capital Reserve Account shall be used by the Tribe for the purpose of paying for capital acquisitions and capital improvements provided for in the Capital Reserve Budget.

f. **Tribal Account.** After the amount transferred to the Capital Reserve Account in that month equals the amount scheduled for deposit as evidenced by the Capital Reserve Budget, all additional Pledged Revenues deposited into the Suspense Account during that month shall be transferred into the Tribal Account, for division as provided herein. On a monthly basis, seventy-five percent (75%) of the final monthly balance of the Tribal Account shall be paid to Developer as repayment of the principal amount of the Base Rent, without penalty, with the remaining twenty-five percent (25%) payable at the direction and discretion of the Tribe. Upon repayment in full of the Development Costs plus interest, one hundred percent (100%) of the funds deposited into the Tribal Account shall be paid at the direction and discretion of the Tribe.

Section 3.3 Distribution of funds deposited in Accounts. All funds transferred by the Tribe into the accounts established pursuant to Section 3.1 hereof shall be distributed to or on behalf of the parties as described above. All payments to Developer shall be paid as directed by the Developer within fifteen (15) days after the close of the last Business Day of each month.

The amounts in the Operating Account shall be paid as directed by the Tribe over the course of the month from time to time as the Tribe requires to meet its budgeted Operating Expenses. The balance of the Tribal Account not distributed to Developer as Additional Base Rent may be withdrawn or disposed of by the Tribe within fifteen (15) days after the close of the last Business Day of each month.

Section 3.4. Third-Party Beneficiary. In the event Developer is required by its financing sources to repay some or all of the Base Rent directly from the Tribe to such source, and so directs Depository pursuant to Section 3.3, repayment of Base Rent shall be deemed a direct obligation of the Tribe to such source. In that event, any and all defenses to payment or enforcement that the Tribe may claim as against Developer shall not affect or alter the Tribe's obligation to directly and completely repay Base Rent. Further, in such instance, Developer's financial source is expressly recognized as a third-party beneficiary of the Transaction Documents.

Section 3.5. Investment of Funds. The Tribe may invest and reinvest all money held in the accounts created in this Article III in such Permitted Investments as the Tribe shall from time to time direct pursuant to written instructions relating to accounts established for the benefit of such party. Such Permitted Investments shall be registered in the name of the Tribe, or its agent.

and held by the Tribe, or its agent. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available. The Tribe shall, without further direction, sell such investments as and when required to make any payment from the account for which such investments are held. In the event that the rating on an investment or an institution, as applicable, given by either Moody's Investors Service or Standard & Poor's Corporation falls below "A", the Tribe shall notify the Developer, as appropriate, and shall take such action as the Developer shall direct. Any income received on such investments shall be credited initially to the respective account for which it is held. The Tribe shall not be responsible or liable for any loss resulting from the making or disposition of any investment pursuant to this Section.

Section 3.6. Other Documents. This Cash Management Agreement secures the performance of the Tribe's obligations under the Transaction Documents, including, without limitation, the obligation to pay Base Rent and Incentive Rent payments. Notwithstanding any other term or provision of this Cash Management Agreement to the contrary, the parties expressly agree and acknowledge that any and all payments due from the Tribe to the Developer under the terms and provisions of the Transaction Documents shall be due and payable solely pursuant to the terms and provisions thereof, and nothing contained in this Cash Management Agreement is intended or shall be construed to alter, modify, amend or reduce the Tribe's obligations thereunder. In the event of any ambiguity or inconsistency between the terms and provisions of the Transaction Documents and the terms and provisions of this Cash Management Agreement, the terms of the Transaction Documents shall control.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

The Tribe restates the representations and warranties set forth in Section 14.1 of the Lease and the same is hereby expressly incorporated herein by reference as though fully set forth below. Further, the Tribe restates and expressly adopts both the affirmative and the negative covenants set forth in Sections 14.3 and 14.8, respectively, of the Lease, and the same hereby are expressly incorporated herein by reference as though fully set forth below.

ARTICLE V EVENTS OF DEFAULT

Section 5.1. Events of Default. Each of the following occurrences shall constitute an Event of Default:

- a. The Tribe shall default in the due observance or performance of any of its obligations hereunder and such default shall continue for fifteen (15) days following the date of written notice from the Developer identifying both the alleged default and the actions required to cure such alleged default.
- b. The existence of any Event of Default under any of the Transaction Documents.

Section 5.2. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Developer shall notify the Tribe that an Event of Default has occurred hereunder, describing the nature of the Event of Default, and the Developer shall be entitled to exercise all of the rights and remedies available to a secured party under the Uniform Commercial Code, and all rights and remedies available to the Developer under this Cash Management Agreement, including, without limitation, the right, from time to time, without demand or notice of any kind, to:

a. Appropriate any and all balances, deposits, amounts or funds in any account established pursuant to Article III hereof, or in any account at any Collection Bank related to the Facility and Pledged Revenues;

b. In the name of the Developer or the Tribe or otherwise, demand, collect, receive and receipt for, compromise, settle, prosecute and discontinue any suits or proceedings in respect of any or all of the Pledged Revenues;

c. Take any action that the Developer may deem necessary or desirable in order to realize on the Pledged Revenues, including, the power to perform any contract and to endorse in the name of the Tribe, without recourse, any checks, drafts, notes or other instruments or documents received in payment of or on account of the Pledged Revenues;

d. Without notice, demand or legal process enter upon any premises of the Tribe or the Facility at which the books and records are located and take possession of any of the books and records of the Tribe or the Facility relating to the Pledged Revenues;

e. Seek the judicial appointment of a receiver, trustee or custodian who shall ensure that the Pledged Revenues are transferred to the Depository on a daily basis and paid or allocated pursuant to and in accordance with this Cash Management Agreement, provided, however, that nothing contained herein or under the Transaction Documents is intended or shall be interpreted as constituting a contract for management services as contemplated by IGRA, 25 U.S.C. § 2711 (or any successor or related statute or regulation). The parties acknowledge that no judicially appointed trustee, receiver or custodian can or is to have any management authority or responsibilities with respect to the Facility or Gaming whatsoever. Notwithstanding this Section 5.2(e) or any other provision of this Cash Management Agreement, should Developer believe in good faith that (a) the Tribe is in Default, and (b) there exists a danger that Pledged Revenues are not being deposited into the Depository and the Suspense Account, or are otherwise in danger of being dissipated prior to payment to Developer, Developer may immediately seek appointment of the receiver, trustee or custodian described herein, without regard to the Notice and timing provisions set forth in the Default, Waiver of Sovereign Immunity and Dispute Resolution Provisions herein;

f. Exercise any and all other rights, remedies and privileges the Developer may have under this Cash Management Agreement or the other Transaction Documents;

g. Notwithstanding the exercise of any or all rights and remedies existing or available to the Developer under any of the Transaction Documents, upon the Tribe's cure of the

Event of Default to the written satisfaction of the Developer, which written instrument shall not be unreasonably withheld, the Transaction Documents shall be reinstated as though there had been no Event of Default; and

h. Any proceeds of the exercise of any remedy by the Developer hereunder shall be applied by the Developer first to the payment by the Depository of all expenses of the exercise of such remedies, including the reasonable attorneys' fees and legal expenses incurred in connection therewith by the Developer; and second, transferred to the various accounts maintained by the Depository in accordance with and in the order provided in Article III hereof; except as otherwise required by law or as a court of competent jurisdiction may direct. The Tribe agrees to pay all reasonable expenses incurred by the Developer in connection with the exercise of any remedy hereunder, including the payment of reasonable attorneys' fees incurred in connection therewith by the Developer, and such costs shall be deemed Operating Expenses.

Section 5.3 Waivers Remedies. Any waiver given by the Developer hereunder shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to the Developer. All rights and remedies of the Developer shall be cumulative and may be exercised singly in any order or concurrently, at the Developer's option, and the exercise or enforcement of any such right or remedy shall neither be a condition to nor a bar to the exercise or enforcement of any other.

ARTICLE VI MISCELLANEOUS

Section 6.1 Rights Powers Waivers, etc. Each and every right, remedy and power granted hereunder shall be cumulative and in addition to any other right, remedy or power not herein specifically granted or now or hereafter existing in equity, at law, by virtue of statute or otherwise and may be exercised from time to time concurrently or independently as often and in such order as the party with the right, remedy, and power may deem expedient. No failure on the part of such party to exercise, and no delay in exercising, any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right.

Section 6.2 Governing Law. This Cash Management Agreement shall be construed in accordance with and governed by the internal law of the State of California; except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the California Uniform Commercial Code.

Section 6.3 Severability. If any provision of this Cash Management Agreement is prohibited by, or is unlawful or unenforceable under, any Applicable Law, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidation of the remaining provisions hereof; provided, however that where the provisions of any such Applicable Law may be waived, they hereby are waived by the Tribe to the fullest extent permitted by law to the end that this Cash Management Agreement shall be deemed to be a valid and binding agreement in accordance with its terms.

Section 6.4 Dispute Resolution. The parties restate the Dispute Resolution provisions set forth in Section 17.1 of the Lease and the same are hereby expressly incorporated herein by reference as though fully set forth below. Notwithstanding the generality of the foregoing, the Dispute Resolution provisions of the Lease incorporated herein by reference shall survive and remain in full force and effect after the Termination Date.

Section 6.5 Limited Waiver of Sovereign Immunity. The Tribe restates the Waiver of Sovereign Immunity provisions set forth in Section 17.2 of the Lease and the same is hereby expressly incorporated herein by reference as though fully set forth below. Notwithstanding the generality of the foregoing, the Waiver of Sovereign Immunity provisions of the Lease incorporated herein by reference shall survive and remain in full force and effect after the Termination Date.

Section 6.6 Survival. The warranties, representations, covenants and agreements set forth herein shall survive the execution and delivery of this Cash Management Agreement and shall continue in full force and effect until all of the Tribe's obligations under any of the Transaction Documents shall have been paid in full.

Section 6.7 Notices. Any notice to any party to this Lease shall be in writing and shall be sent by certified U.S. Mail, postage prepaid and return receipt requested, by overnight delivery service, by facsimile, or by any other method, including electronic delivery, provided that in order to be effective the method must be reasonably anticipated to create a permanent written record of delivery. Notice will be deemed given as of the actual date of delivery as indicated on the record of delivery. Notice shall be given to:

If to Developer:

Rinaldo Corporation
9 Gateway Drive,
Collinsville, Illinois 62234
Fax Number: (618) 346-9022

with a copy to:

Kevin Cover, Esq.
Stephoe & Johnson
1330 Connecticut Ave., N.W.
Washington, D.C. 20036
Fax Number: (202) 429-3902

If to Tribe:

Timbisha Shoshone Tribe

with a copy to:

or to such other address(es) as the parties provide to each other in writing.

Section 6.8 Captions. Captions herein are for convenience only and shall not be deemed part of this Cash Management Agreement.

Section 6.9 Binding Effect. This Cash Management Agreement shall be binding, upon and inure to the benefit of the Tribe, the Developer, their respective successors and assigns, and such third-party beneficiaries as are specifically identified herein or in the Transaction Documents.

Section 6.10 Amendments. This Cash Management Agreement may not be amended or modified, nor may any of its terms be modified or waived, except by written instruments signed by the parties.

Section 6.11 Intent of Cash Management Agreement. This Cash Management Agreement secures the performance of Lessee's obligations under the Transaction Documents. Notwithstanding any term or provision herein, the parties expressly acknowledge and agree that Base Rent and Incentive Rent shall be due and payable solely pursuant to the terms and provisions of the Lease and nothing contained herein is intended or shall be construed to alter, modify, amend or reduce Lessee's obligations to make Base Rent and Incentive Rent payments due Developer under the Lease. In the event of any ambiguity or inconsistency between the terms and provisions of this Cash Management Agreement and the terms and provisions of the Lease, the terms and provisions of the Lease shall control.

Section 6.12 Term. This Cash Management Agreement shall remain in full force and effect until all obligations pursuant to this Agreement and the Lease have been fully performed.

Section 6.13 Depository. There shall at all times be a Depository hereunder which shall be a national banking association organized and doing business under the laws of the United States of America and authorized to transact business in the State, having a combined capital and surplus of at least \$20,000,000. The Depository shall not be an Affiliate of the Tribe or the

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Developer. If at any time the Depository shall cease to be eligible in accordance with the provisions of this Section, the parties shall take all necessary steps to engage an eligible Depository. The Depository shall be a third-party beneficiary of any and all agreements by and between the Tribe and the Developer related to or in connection with this Agreement. The parties and the Depository shall execute and enter into such documents instruments or agreements as the Developer deems reasonably necessary to perfect or secure the security interest in the Pledged Revenues granted by the Tribe.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TIMBISHA SHOSHONE TRIBE,
a federally-recognized Indian Tribe

By: Georgia Kennedy
Ronald Champion

RINALDO CORPORATION,
a Missouri corporation

By: [Signature]
Gary Fears, President