JAN 14 2002

SECOND AMENDED AND RESTATED MANAGEMENT AGREEMENT

between the

LITTLE RIVER BAND OF OTTAWA INDIANS

and

MANISTEE GAMING LLC

Dated as of January 4, 2002

TABLE OF CONTENTS

		Page
ARTICLE I	RECITALS	1
ARTICLE II	DEFINITIONS	3
ARTICLE III	ENGAGEMENT OF MANAGER; PRE-OPENING MATTERS	14
Section 3.1.	Engagement of Manager	14
Section 3.2.	Term	14
Section 3.3.	Management Fee	14
Section 3.4.	Status of Property; Access	14
Section 3.5.	Creation and Operation of Business Board	14
Section 3.6.	Manager's Compliance with Law, Licenses	14
Section 3.7.	No Impairment of Contract	15
Section 3.8.	Compliance with IGRA; Compact	15
Section 3.9.	Fire and Safety	15
Section 3.10.	Compliance with the National Environmental Policy Act	15
Section 3.11.	Satisfaction of Effective Date Requirements	15
Section 3.12.	Commencement Date	16
Section 3.13.	Capital Cost of the Facility	16
Section 3.14.	Manager Assistant in Planning, Financing, Design	16
Section 3.15.	Manager's Participation	17
Section 3.16.	Due Diligence	17
ARTICLE IV	BUSINESS AND AFFAIRS IN CONNECTION WITH THE ENTERPRISE	18
Section 4.1.	Manager's Authority and Responsibility	18
Section 4.2.	Duties of Manager	18
Section 4.2.1.	Maintenance and Improvement	18
Section 4.2.2.	Compliance	18
Section 4.2.3.	Required Filings	18
Section 4.2.4.	Contracts	18
Section 4.2.5.	Enterprise Operating Standards	19
Section 4.2.6.	Senior Executive at the Facility	19
Section 4.3.	Security	19
Section 4.4.	Damage, Condemnation or Impossibility of the Enterprise	20
Section 4.4.1.	Recommencement of Operations	20
Section 4.4.2.	Repair or Replacement	20
Section 4.4.3.	Other Business Purposes	21
Section 4.4.4.	Termination of Gaming	21
Section 4.4.5.	Tolling of the Agreement	21
Section 4.5.	Alcoholic Beverages	21
Section 4.6.	Employees	22
Section 4.6.1.	Manager's Responsibility	22
Section 4.6.2.	Enterprise Employee Policies	22
Section 4.6.3.	Enterprise Employees	22
Section 4.6.4.	No Manager Wages or Salaries	22

Section 4.6.5.	Employee Background Checks	22
Section 4.6.6.	Indian Preference, Recruiting and Training	23
Section 4.6.7.	Removal of Employees	24
Section 4.7.	Marketing and Advertising	24
Section 4.8.	Pre-Opening	24
Section 4.9.	Operating Budget and Annual Plan	24
Section 4.10.	Capital Budget	26
Section 4.11.	Capital Replacements	27
Section 4.12.	Use and Allocation of Capital Replacement Reserve	27
Section 4.13.	Contracting	27
Section 4.14.	Internal Control Systems	28
Section 4.15.	Banking and Bank Accounts	29
Section 4.15.1.	Enterprise Bank Accounts	29
Section 4.15.2.	Depository Account	29
Section 4.15.3.	Disbursement Account	29
Section 4.15.4.	Capital Replacement Reserve	29
Section 4.15.5.	Cash Disbursements	30
Section 4.15.6.	Investments	30
Section 4.16.	Insurance	30
Section 4.17.	Accounting and Books of Account	30
Section 4.17.1.	Operating Statements	30
Section 4.17.2.	Books of Account	31
Section 4.17.3.	Accounting Standards	31
Section 4.17.4.	Annual Audit	31
Section 4.18.	Retail Stores and Concessions	32
Section 4.19.	Entertainment Approvals	32
Section 4.20.	Recoupment and Reimbursement	32
Section 4.21.	Annual Reports	32
ARTICLE V	LIENS AND ENCUMBRANCES	33
Section 5.1.	Liens	33
Section 5.2.	Security Interests; Standby and Deferral	33
ARTICLE VI	PAYMENTS OF FEES AND TRIBAL DISTRIBUTIONS	35
Section 6.1.	Payment of Fees and Tribal Disbursements	35
Section 6.2.	Minimum Guaranteed Monthly Payment	36
Section 6.3.	Payment of Net Revenues	36
Section 6.4.	Springing Depository Agreement	36
ARTICLE VII	TRADE NAMES, TRADE MARKS AND SERVICE MARKS	37
Section 7.1.	Enterprise Name	37
Section 7.2.	Signs	37
ARTICLE VIII	TAXES	38
Section 8.1.	State and Local Taxes	38
Section 8.2.	Tribal Taxes, Feels and Charges	38
Section 8.3.	Compliance with Internal Revenue Code	39

ARTICLE IX	PROVISIONS RELATING TO TRIBAL GOVERNMENT	40
Section 9.1.	Noninterference in Tribal Affairs	40
Section 9.2.	Prohibition of Payments to Members of the Tribal Government	40
Section 9.3.	Employment Restrictions and Disclosures	40
Section 9.3.1	Prohibition of Hiring Members of the Tribal Government	40
Section 9.3.2	Disclosure of Manager's Employment of Relatives of Senior Exec's	40
Section 9.4.	Prohibition of Financial Interest in Enterprise	40
ARTICLE X	DISCLOSURES BY MANAGER; BACKGROUND INVESTIGATIONS	41
Section 10.1.	Members, Officers and Affiliates	41
Section 10.2.	Criminal and Credit Investigation	41
Section 10.3.	Disclosure Amendments	42
ARTICLE XI	TERMINATION	43
Section 11.1.	Termination for Material Breach	43
Section 11.2.	Tribe's Right to Terminate Agreement	43
Section 11.3.	Manager's Right to Terminate Agreement	44
Section 11.4.	Provisions Applying to any Termination	44
ARTICLE XII	CONCLUSION OF TERM	46
Section 12.1.	Transition; Undistributed Net Revenues	46
ARTICLE XIII	CONSENTS AND APPROVALS	47
Section 13.1.	Tribe	47
Section 13.2.	Manager	47
Section 13.3.	Approvals and Consents not to be Delayed	47
ARTICLE XIV	GENERAL PROVISIONS	48
Section 14.1.	Recording	48
Section 14.2.	No Joint Venture	48
Section 14.3.	Dispute Resolution	48
Section 14.3.1.	General	48
Section 14.3.2.	Arbitration	48
Section 14.3.3.	Arbitration Procedure	48
Section 14.3.4.	Judicial Enforcement of Arbitration Provisions	49
Section 14.3.5.	Waiver of Sovereign Immunity	49
Section 14.3.6.	Time Period	49
Section 14.3.7.	Recipients of Waiver	50
Section 14.3.8.	Federal Question	50
Section 14.3.9.	Service of Process	50
Section 14.3.10.	Limitation Upon Enforcement	50
Section 14.3.11.	Waiver of Sovereign Immunity Irrevocable	51
Section 14.4.	New Management Agreement	51
Section 14.5.	Notice	51
Section 14.6.	Authority to Execute and Perform Agreement	52
Section 14.7.	Manager's Contractual Authority	52

Section 14.8.	Further Actions	52
Section 14.9.	Defense of Claims	52
Section 14.10.	Waivers	53
Section 14.11.	Captions	53
Section 14.12.	Severability	53
Section 14.13.	Interest	53
Section 14.14.	Third Party Beneficiary	53
Section 14.15.	Brokerage	53
Section 14.16.	Survival of Covenants	53
Section 14.17.	Estoppel Certificate	54
Section 14.18.	Periods of Time	54
Section 14.19.	Exhibits	54
Section 14.20.	Successors and Assigns	54
Section 14.21.	Permitted Assignment; Subcontracting	54
Section 14.21.1	Assignment	54
Section 14.21.2	Subcontracting	55
Section 14.22.	Time is of the Essence	55
Section 14.23.	Confidential and Proprietary Information	55
Section 14.23.1.	Confidential Information	55
Section 14.23.2.	Manager's Proprietary Information	56
Section 14.23.3	Affiliate Disclosure	56
Section 14.23.4	Arms Length Contracts	56
Section 14.24.	Patron Dispute Resolution	57
Section 14.25.	Modification	57
Section 14.26.	Entire Agreement	57
Section 14.27.	Government Savings Clause	57
Section 14.28.	Preparation of Agreement	57
Section 14.29.	Standard of Reasonableness	57
Section 14.30.	Letter of Intent: Development Agreement	57
Section 14.31.	Buyout	57
Section 14.32.	Change in Control	58
Section 14.33.	Restrictions on Collateral Development	58
Section 14.34.	Governing Law	58
Section 14.35.	Agreement Void	58
SIGNATURES		59
EXHIBIT A	Legal Description of the Property	60
EXHIBIT B	Enterprise Employee Grievance Procedures	61
EXHIBIT C	List of Members, Managers and Officers of the Manager	65

SECOND AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED MANAGEMENT AGREEMENT is entered into as of January 4, 2002, by and between the LITTLE RIVER BAND OF OTTAWA INDIANS (the "Tribe") and its permitted successors and assigns, and MANISTEE GAMING LLC, a Michigan limited liability company, and its permitted successors and assigns (the "Manager"), for the operation of a gaming facility in the State of Michigan.

ARTICLE I

RECITALS

a. The Tribe is a federally recognized Indian tribe whose status was reaffirmed and restored by Congress pursuant to Public Law 103-324, 108 Stat. 2156 (25 U.S.C. §1300k et seq.) (the "Little River Act"). The Tribe is entitled to the protections and benefits accorded federally recognized Indian tribes under federal law, including those under the Indian Gaming Regulatory Act of 1988 (25 U.S.C. §2701 et seq.) ("IGRA"), which governs the operation of class II and class III gaming activities (as defined in IGRA) on lands held in trust for the Tribe.

b. Pursuant to Section 6(b) of the Little River Act (25 U.S.C. §1300-4(b)), the Secretary of the Interior (the "Secretary") has taken the real property described on Exhibit A hereto (the "Property") in trust for the benefit of the Tribe.

c. The Tribe has determined that the establishment and operation of a tribal gaming enterprise on the Property in accordance with IGRA will assist the Tribe in generating the revenues needed to establish an effective tribal government, provide necessary employment opportunities services for tribal members and promote tribal self-sufficiency.

d. With the assistance of the Manager, the Tribe developed, constructed and is operating on the Property an interim gaming facility (the "Interim Facility") suitable for conducting Gaming (as defined herein) pursuant to the Tribe's recognized powers of self-government, and its statutes and ordinances.

e. The Tribe and Manager entered into a Management Agreement dated as of July 15, 1999, as amended as of August 15, 1999 (the "1999 Management Agreement") pursuant to which Manager agreed to manage the Interim Facility.

f. The Tribe wishes to construct a permanent casino with

(the "Permanent Facility", as further defined below) to improve the economic conditions of its members, to enable it to serve the social, economic, educational and health needs of its members, to increase its revenues and to enhance the Tribe's economic self sufficiency and self determination.

64

g. The Tribe does not presently possess sufficient technical and financial expertise to manage the Permanent Facility and has determined that employment of a firm with the necessary management and development expertise will assist the Tribe in meeting the above goals. The Manager has the requisite expertise and is capable of assisting the Tribe in developing, managing, operating and maintaining a high quality tribal gaming enterprise and instructing members of the Tribe in such undertaking.

h. The Tribe desires to grant the Manager the exclusive right and obligation to manage, operate and maintain the Enterprise, as defined in this Agreement, and to train Tribal members and others in the operation and maintenance of the Enterprise during the term of this Agreement. The Manager desires to perform these functions for the Tribe.

i. The Tribe and the Manager wish to amend and restate the 1999 Management Agreement to make it applicable to the Permanent Facility and to clarify or revise certain of its provisions, without changing the management fee payable under, or the term of, the 1999 Management Agreement.

j. This Agreement is entered into pursuant to IGRA. All gaming conducted at the Interim Facility and the Permanent Facility will at all times comply with the IGRA, applicable tribal and federal law and the Compact (as defined herein).

ARTICLE II

DEFINITIONS

As used in this Agreement, the terms listed below shall have the meaning assigned to them in this Article.

"Affiliate" shall mean, as to the Manager or the Tribe, any corporation, partnership, limited liability company, joint venture, trust, department, agency or individual controlled by, under common control with, or which controls, directly or indirectly, the Manager or the Tribe; and shall include persons or entities that become Affiliates after the date of this Agreement, whether as the result of a merger, acquisition. restructuring or otherwise.

"Agreement" means this Second Amended and Restated Management Agreement.

"Approved Budget" means the Operating Budget after its approval by the Tribal Council.

"BIA" shall mean the Bureau of Indian Affairs of the Department of the Interior of the United States of America.

"Board" or "Business Board" shall mean the decision making body created pursuant to Section 3.5.

"Capital Budget" shall mean the capital budget described in Section 4.10.

"Capital Replacement(s)" shall mean any alteration or rebuilding or renovation of the Facility, and any replacement of Furnishings and Equipment, the cost of which is capitalized and depreciated, rather than being expensed, applying Generally Accepted Accounting Principles, as described in Section 4.10.

"Capital Replacement Reserve" shall mean the reserve described in Section 4.15.4.

"Collateral Agreements" shall mean any agreements defined to be collateral agreements by the phrase found at 25 U.S.C. §2711(a)(3) and regulations issued with respect thereto at 25 C.F.R. §502.5.

"Comerica" means Comerica Bank, N.A.

"Comerica Loan" means the loan from Comerica to the Tribe dated as of June 14, 1999 in the original principal amount of[ ] 64

"Comerica Loan Agreement" means the loan documents evidencing the Comerica Loan, as amended.

"Commencement Date" shall mean the first date that Gaming is conducted in the Permanent Facility pursuant to the terms of this Agreement.

"Compact" shall mean the gaming compact between the Tribe and the State of Michigan, dated as of December 3, 1998, entered into pursuant to Section 11(d)(3) of IGRA, as the same may, from time to time, be in effect.

"Compensation" shall mean the direct salaries and wages paid to, or accrued for the benefit of, any employee, including incentive compensation, together with all fringe benefits payable to or accrued for the benefit of such employee, including employer's contribution under FICA, unemployment compensation or other employment taxes, pension fund contributions, workers' compensation, group life, accident and health insurance premiums and costs, and profit sharing, severance, retirement, disability, relocation, housing and other similar benefits.

"Confidential Information" shall mean the information described in Section 14.23.1.

"Constitution" shall mean the Constitution of the Little River Band of Ottawa Indians, ratified by a vote of the membership on May 27, 1998, and approved by the Assistant Secretary - Indian Affairs on July 10, 1998.

"Construction Management Team" or "CMT" means the committee established under Section 3.15 .

"Cunningham-Limp" means Cunningham-Limp Company.

"Cunningham-Limp Contract" means the design-build contract between the Tribe and Cunningham-Limp dated as of March 28, 2001, as amended.

"Development Agreement" shall mean the Development and Construction Agreement, dated as of July 15, 1999, between the Manager and the Tribe, relating to the development of the Interim Facility.

"Development Budget" means any budget relating to the development, construction and equipping of elements of the Enterprise, other than the Construction Budget, and includes, without limitation, budgets for development expenses; Furniture, Trade Fixtures and Equipment, including surveillance equipment; furnishings and equipment for the hotel, restaurants, conference center, day care/pool and RV park; water and sewer utilities not included in the Cunningham-Limp Contract; and pre-opening expenses.

"Depository Account" shall mean the bank account described in Section 4.15.2.

"Disbursement Account" shall mean the bank account described in Section 4.15.3.

"Effective Date" shall mean the date as of which all of the following listed conditions are satisfied:

(i) written approval of this Agreement is granted by the Chairman of the NIGC;

(ii) the Manager has received a certified copy of the Tribal resolutions adopted by the Tribe in accordance with the Tribe's governing documents authorizing the execution of this Agreement and

(iii) The closing on the Loan has occurred.

"Emergency Condition" shall have the meaning set forth in Section 4.11(b).

"Enterprise" shall mean the Little River Band of Ottawa Indians Gaming Enterprise established by the Tribe to engage in Gaming at the Interim Facility (until the Commencement Date) and the Permanent Facility, and any other lawful commercial activity allowed in the Interim Facility or the Permanent Facility, including but not limited to, the sale of food, alcohol, tobacco, gifts and souvenirs, lodging and conference services. The Enterprise shall not include any amenity or other non-Gaming activity not conducted at the Permanent Facility unless specifically agreed in writing by the Tribe and the Manager; in which case depreciation and other expenses relating to such amenity or other activity shall be an Operating Expense, all related revenues shall be included in Gross Revenues, and interest on all related financing shall be paid by the Enterprise; and provided further that the Enterprise shall include, at the Tribe's option, a tribal gift/craft business, artists cooperative or similar business (other than a restaurant or a bar) on an area not to exceed 1,188 square feet at the Permanent Facility.

"Enterprise Bank Accounts" shall mean those accounts described in Section 4.19.1.

"Enterprise Employee" shall mean any person employed pursuant to Section 4.6 to perform regular services for the Enterprise in connection with the maintenance, operation, and management of the Enterprise and the Facility.

"Enterprise Employee Policies" shall mean those employee policies and employment practices described in Section 4.6.2.

"Facility" shall mean the Interim Facility and, as and to the extent completed and in any event after the Commencement Date, the Permanent Facility.

"Fiscal Year" shall mean the 12-month period commencing on January 1 in any year and ending on December 31 in the same year, or any other 12-month period adopted by the Business Board as the fiscal year of the Enterprise.

"Furniture, Trade Fixtures and Equipment" shall mean all furniture, trade fixtures and equipment required or used in the operation of the Enterprise in accordance with the standards set forth in this Agreement and the plans and specifications for the Permanent Facility, including, without limitation:

(i) cashier, money sorting and money counting equipment, surveillance and communication equipment and security equipment;

(ii) table games, keno equipment, Slot Machines and other gaming equipment, to the extent such items are permitted for use at the Facility under the Compact;

(iii) office furnishings and equipment;

(iv) specialized equipment necessary for the operation of any portion of the Enterprise for accessory purposes, including equipment for kitchens, laundries, dry cleaning, cocktail lounges, restaurants, public rooms, commercial and parking spaces, and recreational facilities; and

(v) all other furnishings and equipment hereafter located and installed in or about the Facility which are used in the operations of the Enterprise in accordance with the standards set forth in this Agreement.

"Gaming" shall mean any and all activities constituting class III gaming (as defined in IGRA) which the Tribe is authorized to conduct under the Compact.

"General Manager" shall mean the person employed by the Manager or the Tribe to direct the operation of the Enterprise.

"Generally Accepted Accounting Principles" or "GAAP" shall mean generally accepted accounting principles as applied within the United States.

"Governmental Action" means 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.

"Gross Gaming Revenue (Win)" shall mean the net win from gaming activities which is the difference between gaming wins and losses before deducting costs and expenses, determined in accordance with GAAP consistently applied.

"Gross Revenues" shall mean all revenues of any nature derived directly or indirectly from the Enterprise including, without limitation, Gross Gaming Revenue (Win), food and beverage sales and other rental or other receipts from lessees, sublessees, licensees and concessionaires (but not the gross receipts of such lessees, sublessees, licensees or concessionaires, provided that such lessees, sublessees, and licensees and concessionaires are not subsidiaries or Affiliates of the Tribe or the Manager), and revenue recorded for Promotional Allowances, but excluding any taxes assessed by the Tribe in accordance with Section 8.2.

"House Bank" shall mean the amount of cash, chips, tokens and plaques that the General Manager from time to time determines necessary to have at the Facility daily to meet the Facility's cash needs.

"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.

"Interim Facility" shall mean the interim gaming facility constructed by the Tribe on the Property as it exists on the date of this Agreement, which shall be managed by Manager under

this Agreement until the Commencement Date as a facility for Gaming, restaurant and related activities, together with all related Furniture, Trade Fixtures and Equipment.

"Interim Facility Commencement Date" means September 12, 1999.

"Internal Control Systems" shall mean the systems described in Section 4.14.

"Legal Requirements" shall mean any and all present and future judicial, administrative, and tribal rulings or decisions, and any and all present and future federal, state, local, and tribal laws, ordinances, rules, regulations, permits, licenses and certificates, in any way applicable to the Tribe, the Manager, the Property, the Facility or the Enterprise, including without limitation, IGRA, the Compact (to the extent applicable) and the Tribal Gaming Ordinance.

"Lender" shall mean each person extending credit on a Loan.

"Letter of Intent" shall mean the Letter of Intent, dated as of December 5, 1995, between the Tribe and North American Gaming Company, an Affiliate of the Manager, which has subsequently been assigned to, and assumed by, the Manager.

"Litigation Sinking Fund Payment," "Litigation Sinking Fund Period" and "Cash Flow Sinking Fund Payment"shall have the meaning defined in the Taxable Construction Loan Agreement and the Tax-Exempt Construction Loan Agreement executed by the Tribe with respect to the Loan.

"Loan" shall mean the Taxable Loan and the Tax-Exempt Loan, and any Refinancing Debt.

"Loan Agreement" shall mean the Taxable Loan Agreement and the Tax-Exempt Loan Agreement.

"Manager" shall mean Manistee Gaming LLC.

"Manager's Proprietary Information" shall mean the information described in Section 14.23.2.

"Manager's Representatives" shall mean the persons designated as such by the Manager to sit on the Business Board.

"Management Agreement" shall mean this Agreement and may be referred to herein as the "Agreement."

"Management Fee" shall mean the management fee described in Section 3.3.

"Material Breach" shall mean any of the events described in Section 11.1.

"Member of the Tribal Government" shall mean the Tribal Ogema, senior tribal executives, and any member of the Tribal Council, the Tribal Court, the Tribal Gaming

Commission, the Business Board or any independent board or body created to oversee any aspect of Gaming.

"Minimum Balances" shall mean the amounts described in Section 4.9.

"Minimum Guaranteed Monthly Payment" shall mean that payment due the Tribe each month commencing in the month after the Interim Facility Commencement Date occurs in accordance with 25 U.S.C. §2711(b)(3) and Section 6.2. In any month in which Gaming is conducted at the Facility, the Minimum Guaranteed Monthly Payment shall be [ ] 64

"Monthly Distribution Payment" shall have the meaning set forth in Section 6.1.

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

"Net Revenues" shall mean the sum of "Net Revenues (gaming)" and "Net Revenues (other)."

"Net Revenues (gaming)" shall mean Gross Gaming Revenue (Win) of the Enterprise from Gaming less (a) all Gaming related Operating Expenses, excluding the Management Fee, (b) the retail value of Promotional Allowances, if any, and (c) the following revenues actually received by the Enterprise and included in Gross Revenues:

(i) any gratuities or service charges added to a customer's bill;

(ii) any credits or refunds made to customers, guests or patrons;

(iii) any sums and credits received by the Enterprise for lost or damaged merchandise;

(iv) any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, tourist taxes or charges received from patrons and passed on to a governmental or quasi governmental entity;

(v) any proceeds from the sale or other disposition of furnishings and equipment or other capital assets;

(vi) any fire and extended coverage insurance proceeds other than for business interruption;

(vii) any condemnation awards other than for temporary condemnation; and

(viii) any proceeds of financing or refinancing.

It is intended that this provision be consistent with 25 U.S.C. §2703(9).

"Net Revenues (other)" shall mean all Gross Revenues of the Enterprise from all other sources in support of Gaming not included in "Net Revenues (gaming)," such as lodging,

conference services, food and beverage, entertainment and retail, less (a) all Operating Expenses, excluding the Management Fee, (b) the retail value of Promotional Allowances, if any, and (c) the following revenues actually received by the Enterprise and included in Gross Revenues:

(i) any gratuities or service charges added to a customer's bill;

(ii) any credits or refunds made to customers, guests or patrons;

(iii) any sums and credits received by the Enterprise for lost or damaged merchandise;

(iv) any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, tourist taxes or charges received from patrons and passed on to a governmental or quasi governmental entity;

(v) any proceeds from the sale or other disposition of furnishings and equipment or other capital assets;

(vi) any fire and extended coverage insurance proceeds other than for business interruption;

(vii) any condemnation awards other than for temporary condemnation; and

(viii) any proceeds of financing or refinancing.

It is intended that this provision be consistent with 25 U.S.C. §2703(9).

"Note" shall mean the promissory note or notes to be executed by the Tribe pursuant to the Loan Agreement in favor of the Lender.

"Operating Budget and Annual Plan" shall mean the operating budget and plan described in Section 4.9.

"Operating Expenses" shall mean all expenses of the operation of the Enterprise determined in accordance with GAAP consistently applied, including but not limited to the following:

(i) the payment of salaries, wages, and benefit programs for Enterprise Employees;

(ii) Operating Supplies for the Enterprise;

(iii) utilities, in accordance with Section 8.2.1.5 of this Agreement;

(iv) repairs and maintenance of the Facility (excluding Capital Replacements);

(v) interest on the Taxable Loan, including the interest component of payments under any capital lease, of the interest on the Tax-Exempt Loan and interest on the Comerica Loan;

(vi) interest on installment contract purchases or other interest charges on debt approved by the Business Board;

(vii) insurance and bonding;

(viii) advertising and marketing, including busing and transportation of patrons to the Facility;

(ix) accounting, legal and other professional fees, including the costs of preparation of the annual audit in accordance with Section 4.17.4;

(x) security costs;

(xi) reasonable travel expenses for officers and employees of the Enterprise, the Manager or its Affiliates, to the extent approved by the Business Board, to inspect and oversee the Enterprise, subject to the budget agreed upon by the Business Board;

(xii) lease payments, other than the principal component of capital leases, for Furniture, Trade Fixtures, and Equipment to the extent approved by the Business Board;

(xiii) trash removal;

(xiv) costs of goods sold;

(xv) other expenses designated as Operating Expenses in accordance with the accounting standards referred to in Section 4.17.3;

(xvi) expenses specifically designated as Operating Expenses in this Agreement;

(xvii) depreciation and amortization of the Facility based on an assumed 30 year life for buildings, and depreciation and amortization of Furniture, Trade Fixtures, and Equipment and all other assets in accordance with GAAP consistently applied; provided that depreciation and amortization of those assets comprising the new water and wastewater treatment facilities to be constructed and operated by the Tribe in conjunction with the Permanent Facility, which are governmental facilities serving the Tribe's lands generally, including the Enterprise, shall not be Operating Expenses;

(xviii) recruiting and training expenses;

(xix) fees paid to the NIGC under IGRA;

(xx) any required payments to State or local governments made by or on behalf of the Enterprise or the Tribe pursuant to the Compact;

(xxi) any fees, taxes and expenses payable to the Tribe, the Tribal Gaming Commission, any Affiliate of the Tribe or the federal government in connection with the Facility and the Enterprise; excluding, however, any income tax or tax that is the functional equivalent of an income tax on funds actually or, as in principal payments on the Loan or the Comerica Loan, constructively distributed to the Tribe.

(xxii) any budgeted charitable contributions by the Enterprise which are approved by the Business Board; and

(xxiii) Pre-opening expenses, which shall be expensed as incurred.

"Operating Supplies" shall mean food and beverages (alcoholic and nonalcoholic) and other consumable items used in the operation of the Facility, such as playing cards, tokens, chips, plaques, dice, fuel, soap, cleaning materials, matches, paper goods, stationery and all other similar items.

"Permanent Facility" shall mean the permanent gaming facility, conference center, hotel, pool house and RV park to be constructed on the Property by the Tribe under the Cunningham-Limp Contract, which shall consist of [ ] and which shall be managed by the Manager under this Agreement as a facility for Gaming, lodging, conference services, restaurant and related activities, together with all Furniture, Trade Fixtures and Equipment. The Permanent Facility shall include the use of the Interim Facility to the extent necessary for training, administration or other support functions.

"Pre-Opening Budget" shall have the meaning given in Section 4.8.

"Pre-Opening Expenses" shall have the meaning given in Section 4.8.

"Promotional Allowances" shall mean the retail value of complimentary food, beverages, merchandise, and tokens for Gaming, provided to patrons as promotional items.

"Property" shall mean the real property described on Exhibit A hereto.

"Refinancing Debt" shall mean any borrowing of the Tribe, the proceeds of which will be applied to pay all or any portion of a Loan (including payment of principal, interest or prepayment premiums thereon) without increasing the principal amount thereof, except to the extent fees, prepayment penalties and expenses of such refinancing may be funded by proceeds of the refinancing; as well as any subsequent borrowing that refinances any Refinancing Debt.

"Relative" shall mean an individual residing in the same household or who is related as a spouse, father, mother, son or daughter, whether by blood or adoption.

"Security and Reimbursement Agreements" shall mean (a) the Amended and Restated Reimbursement Agreement between the Tribe, the Manager and Thomas Celani dated as of June

21, 2001, and (b) the Security Agreement between the Tribe, the Manager and Thomas Celani dated as of June, 2001.

"Slot Machine" shall mean gaming equipment that is electric, electronic or mechanical which activates a reel spin by either a handle or push button, in which the software or mechanism of the device determines the presence or lack of a winning combination or payout, and which has the capability of paying winning wagers through automatic return of either coins, tokens, debit or credit card, or a written statement of the player's accumulated credits, which statement can be redeemed for currency, or any other machine or device which is reasonably determine to be equivalent thereof based on evolving technological standards.

"Springing Depository Agreement" shall mean the Springing Depository Agreement to be entered into between the Tribe and National City Bank of Michigan/Illinois dated as of the closing on the Loan, as each may be amended, restated or supplemented from time to time; provided that any changes in such agreement between the draft of such agreement dated April 25, 2001 and the agreement executed at such closing shall be subject to Manager's reasonable review and approval if such changes materially affect Manager's rights or obligations under this Agreement.

"State" shall mean the State of Michigan.

"Taxable Loan" shall mean credit extended under the Taxable Loan Agreement.

"Taxable Loan Agreement" shall mean a certain Taxable Construction Loan Agreement between the Tribe and Miller & Schroeder Investments Corporation, as Servicer to be entered into between the Tribe and the Lender dated as of the closing on the Loan, as it may be amended, restated or supplemented from time to time; provided that any changes in such agreement between the draft of such agreement dated May 14, 2001 and the agreement executed at such closing shall be subject to Manager's reasonable review and approval if such changes materially affect Manager's rights or obligations under this Agreement.

"Tax-Exempt Loan" shall mean credit extended under the Tax-Exempt Loan Agreement.

"Tax-Exempt Loan Agreement" shall mean a certain Tax Exempt Construction Loan Agreement between the Tribe and Miller & Schroeder Investments Corporation, as Service to be entered into between the Tribe and the Lender dated as of the closing on the Loan, as it may be amended, restated or supplemented from time to time; provided that any changes in such agreement between the draft of such agreement dated April 5, 2001 and the agreement executed at such closing shall be subject to Manager's reasonable review and approval if such changes materially affect Manager's rights or obligations under this Agreement.

"Term" shall mean the term of this Agreement as described in Section 3.2.

"Training and Compliance Plan" shall mean the plan regarding recruitment and training of Tribal members and the training of Enterprise employees, including without limitation training in compliance issues, which shall be submitted to the Business Board and Tribal Council under Section 4.6.6.

"Tribal Council" shall mean the body which exercises the legislative powers of the Tribe.

"Tribal Gaming Commission" shall mean the Little River Band of Ottawa Indians Gaming Commission created pursuant to the Tribal Gaming Ordinance to regulate the Gaming of the Tribe in accordance with the Compact, IGRA and the Tribal Gaming Ordinance.

"Tribal Gaming Ordinance" shall mean the ordinance enacted by the Tribe, which authorizes and regulates Gaming on lands subject to the governmental power of the Tribe, as the same may be amended from time to time.

"Tribal Ogema" shall mean the chief executive officer of the Tribe.

"Tribal Representatives" shall mean the persons designated by Tribe to sit on the Business Board.

ARTICLE III

ENGAGEMENT OF MANAGER; PRE-OPENING MATTERS

In consideration of the mutual covenants contained in this Agreement, the parties agree and covenant as follows:

Section 3.1. Engagement of Manager. The Tribe hereby retains and engages the Manager as the manager of the Enterprise pursuant to the terms and conditions of this Agreement. The Manager hereby accepts such retention and engagement, subject to the receipt of all necessary regulatory approvals.

Section 3.2. Term. The Term of this Agreement shall begin on the Interim Facility Commencement Date and continue for a period of [ ] thereafter. 64

Section 3.3. Management Fee. In consideration for its services under this Agreement, the Tribe shall pay the Manager a fee equal to [ ] earned by the Enterprise during the Term of this Agreement.

Section 3.4. Status of Property; Access. The Tribe represents and covenants that the Property is held in Trust by the United States of America for the benefit of the Tribe and is eligible as a location upon which Gaming can occur. The Property shall maintain such status throughout the Term of this Agreement. The Tribe further covenants that, during the Term of this Agreement, the Manager shall and may peaceably have complete access to and presence in the Facility in accordance with the terms of this Agreement, free from molestation, eviction and disturbance by the Tribe or by any other person or entity.

Section 3.5. Creation and Operation of Business Board. There is hereby created a Business Board for the Enterprise that shall, for the Term of this Agreement, consist of two persons representing the Tribe and two persons representing the Manager. The Business Board shall elect from among its members a Chairperson who shall have a vote on all matters. The Business Board shall remain active during the entire Term of this Agreement. The Business Board shall have the obligations, rights and powers described in this Agreement. In order to be effective, any action of the Business Board must be the result of agreement of a majority of the Business Board members.

Section 3.6. Manager's Compliance with Law, Licenses. The Manager covenants that it will comply at all times with all Legal Requirements, including the Tribal Gaming Ordinance, IGRA, the Compact (to the extent applicable), Michigan statutes (to the extent applicable), and any licenses issued under any of the foregoing. The Tribe shall not unreasonably withhold, delay, withdraw, qualify or condition such licenses as the Tribe or its political subdivisions are authorized to grant.

Section 3.7. No Impairment of Contract. During the term of this Agreement, the Tribe shall enact no law impairing the obligations of the Tribe, or the rights of the Manager, under this Agreement or any other contracts entered into in furtherance of the development, construction, operation and promotion of Gaming on the Property.

Section 3.8. Compliance with IGRA; Compact. All Gaming at the Facility shall at all times comply with the provisions of IGRA and the Compact.

Section 3.9. Fire and Safety. The Manager shall ensure that the Interim Facility and the Permanent Facility shall each be maintained and operated in compliance with:

a. the 1996 BOCA Building Code with Michigan State Amendments,
b. the 1997 International Mechanical Code with Michigan State Amendments,
c. the International Plumbing Code with Michigan State Amendments,
d. the Uniform Fire Code,
e. the 1996 National Electric Code with Michigan State Amendments,
f. the Americans With Disabilities Act,
g. public health standards for food and beverage handling in accordance with United States Public Health Service requirements,
h. Michigan Barrier Free Design Law; and
i. any other applicable building code and standards, including without limitation those adopted by Tribal ordinance;

provided that, as to the Interim Facility, the Facility shall be maintained in accordance with the codes and laws in effect as of its construction unless, as a matter of law, subsequently adopted codes or laws are applicable to that facility.

Nothing in this Section shall be construed as an admission that any of the foregoing codes, acts or standards apply to the Property or the Facility, or to grant any jurisdiction to the State of Michigan or any political subdivision thereof over the Property or the Facility. The Tribe shall be responsible for arranging fire protection and police services for the Facility.

Section 3.10. Compliance with the National Environmental Policy Act. With the assistance of the Manager, the Tribe shall supply the NIGC and any other federal agency requiring said information with all information necessary for that agency to comply with the provisions of the National Environmental Policy Act (NEPA).

Section 3.11. Satisfaction of Effective Date Requirements. The Manager and the Tribe recognize that all conditions precedent to the effectiveness of the 1999 Management Agreement as to the Interim Facility have been satisfied, and that the 1999 Management Agreement is in full force and effect as the Interim Facility. Manager and the Tribe each agree to cooperate and to use their best efforts to satisfy all of the conditions of the Effective Date under this Agreement at the earliest possible date. This Agreement shall be effective as of the Effective Date.

The Manager shall memorialize the satisfaction of each of the conditions for the establishment of the Effective Date for this Agreement, as well as the Effective Date of this Agreement itself, in writings signed by the Manager and delivered to the Tribe and to the Chairman of the NIGC.

Section 3.12. Commencement Date; Interim Facility Commencement Date. The Manager shall memorialize the Commencement Date under this Agreement in a writing signed by the Manager and delivered to the Tribal Council, the Tribal Gaming Commission and the Chairman of the NIGC. The Manager and the Tribe recognize that the Interim Facility Commencement Date occurred on September 12, 1999.

Section 3.13. Capital Cost of the Facility. As provided in the Development Agreement, the maximum dollar amount for the recoupment of development and construction costs of the Initial Facility shall not exceed [ ] The maximum dollar amount for the recoupment of development and construction costs of the Permanent Facility shall not exceed [ ] 6%

Section 3.14. Manager Assistance in Planning, Financing, Design, Construction and Equipping of Permanent Facility. Manager shall perform such services as the Tribe reasonably requests with regard to the planning, design, construction, equipping and financing of the Permanent Facility, provided that Manager shall have no obligation to advance any funds to the Tribe or incur any liability to lenders or other third parties in that regard beyond what Manager has advanced at the request of the Tribe to the date hereof (approximately [ ] 6% Such advances shall be reimbursed to Manager from the proceeds of the Loan unless paid by or for the account of the Tribe prior to the Loan closing. All other services under this Section 3.14 shall be performed by Manager without additional charge or compensation. The services to be provided by Manager at the request of the Tribe include, without limitation:

3.14.1 Preparing, reviewing and advising the Tribe on financial pro formas and other analyses relating to the Permanent Facility, the Enterprise, and any amenities that may be included within the Enterprise;

3.14.2 Reviewing, assisting, and advising the Tribe on marketing, feasibility, design, engineering and other analyses, plans or specifications relating to the Permanent Facility, the Enterprise, and any amenities that may be included within the Enterprise;

3.14.3 Reviewing, assisting, and advising the Tribe on financing the Permanent Facility, meeting with prospective lenders, underwriters and placement agents, and assisting the Tribe in obtaining and closing on that financing (provided that the terms of such financing shall, as to Manager, be consistent with this Agreement);

3.14.4 Participate in the Construction Management Team;

3.14.5 Advising the Tribe concerning issues that arise during construction;

3.14.6 Coordinating the operations at the Interim Facility with the construction and opening of the Permanent Facility, in order to minimize any adverse impact on operations at the Interim Facility;

3.14.7 Submitting to the Construction Management Team, for its review and approval, and then to Tribal Council, the specifications for Furniture, Trade Fixtures and Equipment for the Enterprise in accordance with the overall budget approved by the Tribal Council. Thereafter, Manager shall select and procure vendors or, at the Tribe's option, equipment lessors, for purchase or lease by the Tribe of Furniture, Trade Fixtures and Equipment required to operate the Enterprise in conformity with such specifications, and shall oversee their proper installation;

3.14.8 Managing the transfer of operations and equipment from the Interim Facility to, and the installation of Furniture, Trade Fixtures and Equipment in, the Permanent Facility, in order to minimize the transitional time in which Gaming will not be conducted at the Facility; and

3.14.9 In general, assisting the Tribe during the construction of the Permanent Facility to complete the Permanent Facility within the milestones and budget set out in, and to ensure compliance with, the Cunningham-Limp Contract; to maximize revenues at the Interim Facility through the construction period; and to maximize revenues on opening of the Permanent Facility.

Section 3.15. Manager's Participation. Manager will provide advice and support as reasonably requested by the Tribe, and will have a representative who is a non-voting member of the Construction Management Team. The Tribe welcomes and encourages the active on-site involvement of Tom Celani in the construction process. Manager will have an experienced casino manager with experience in opening and managing casinos on site, but may not have a representative on site with experience in development or construction. Manager will make available to the Tribe people with expertise on other specific issues, to the extent available through Manager or its affiliates.

Section 3.16. Due Diligence. Manager agrees to assist the Tribe in due diligence with regard to the adequacy of allowances contained in the Development Budget, and will take such actions in that regard as the Tribe may reasonably request to ensure the adequacy of such allowances. Such due diligence shall include, without limitation, obtaining quotes for gaming and other equipment, furniture and fixtures; advising the Tribe when it is possible and advisable for the Tribe to enter into purchase contracts for such equipment, furniture and fixtures; and developing a detailed preopening budget for the Permanent Facility. Such due diligence shall be performed primarily through employees of Manager or its Affiliates and shall involve the management of the Interim Facility employed by the Tribe only to the extent necessary.

Manager represents that it has furnished the Tribe with all materials in its possession that it reasonably believes relate to such allowances.

ARTICLE IV

BUSINESS AND AFFAIRS IN CONNECTION WITH THE ENTERPRISE

Section 4.1. Manager's Authority and Responsibility. The Manager shall conduct and direct all business and affairs in connection with the operation, management and maintenance of the Enterprise and the Facility, and shall have the responsibility for paying bills and expenses of the Enterprise as Operating Expenses. The Manager is hereby granted the necessary power and authority to act in order to fulfill all of its responsibilities under this Agreement. The Manager hereby accepts such retention and engagement.

Nothing herein grants or is intended to grant the Manager any interest in or to the Facility or the Enterprise. The Tribe shall have the sole proprietary interest in and ultimate responsibility for the conduct of all Gaming conducted by the Enterprise, subject to the rights and responsibilities of the Manager under this Agreement.

Section 4.2. Duties of Manager. In managing, operating and maintaining the Enterprise and the Facility under this Agreement, the Manager's duties shall include, without limitation, the following:

4.2.1. Maintenance and Improvement. The Manager shall be responsible for the maintenance and improvement of the Enterprise and the Facility, and shall use reasonable measures for the orderly physical administration, management, and operation of the Enterprise and the Facility, including without limitation cleaning, painting, decorating, plumbing, carpeting, grounds care and such other maintenance and repair work as is reasonably necessary.

4.2.2. Compliance. The Manager shall comply with all duly enacted statutes, regulations and ordinances of the Tribe and all other applicable laws.

4.2.3. Required Filings. The Manager shall comply with all applicable provisions of the Internal Revenue Code including, but not limited to, the prompt filing of any cash transaction reports and W-2G reports that may be required by the Internal Revenue Service of the United States.

4.2.4. Contracts. Contracts for the operations of the Enterprise shall be entered into in the name of the Enterprise and signed by the General Manager and such other persons as the Business Board may specify, provided, however, that neither the General Manager nor such other persons shall have the authority to (a) waive or impair the sovereign immunity of the Tribe or the Enterprise except as may be specifically authorized by the Tribal Council and then only in the manner authorized by the Tribal Council, or (b) obligate or encumber any funds or

property of the Tribe except as provided for in the Enterprise's properly approved Operating or Pre-Operating Budget. Any contract requiring an expenditure in any year in excess of [ ] for consulting services or for outsourcing any material service to be provided by Manager, other than contracts entered into in order to correct an Emergency Condition, shall be approved by the Business Board. The Business Board shall determine the persons authorized to sign contracts on behalf of the Enterprise in specified ranges, amounts or categories. No contracts, of any amount, for the supply of goods or services to the Enterprise shall be entered into with an Affiliate of the Manager unless that affiliation is disclosed in writing to the Tribe and the Business Board and approved by the Business Board, competitive bids have been obtained, and the contract terms are no less favorable for the Enterprise than could be obtained from a nonaffiliated contractor. All such disclosure, competitive bids and contracts with Affiliates of the Manager shall be retained and shall be available to the Tribal Council for inspection.

64

4.2.5. Enterprise Operating Standards. The Manager shall operate the Enterprise in a proper, efficient and competitive manner in accordance with operating standards which are consistent with the operating standards of the casino resort industry generally. It is the parties' intention that the Enterprise be open 24 hours daily, seven days a week; actual operating days and hours shall be established by the Business Board, subject to the approval of the Tribal Council. The operation of the Enterprise shall at all times comply with the requirements of the Tribe's Gaming Ordinance, the Compact (to the extent applicable) and applicable law.

4.2.6 Senior Executive at the Facility. The Manager shall have a senior executive assigned to and located at the Facility during the Term of this Agreement. The salary and expenses of that executive shall be borne by the Manager, not the Enterprise. The primary responsibilities of the executive shall include, but not be limited to, (a) performing the services set out in Section 3.14 with regard to the construction of the Permanent Facility, and (b) monitoring and ensuring compliance with the Training and Compliance Plan, any other plans and objectives of the Enterprise established through the Annual Plan, and any transition plan submitted under Section 14.4.

Section 4.3. Security The Manager has prepared a plan for the protection of public safety and the physical security of patrons of the Enterprise, which plan has been submitted to and approved by the Tribal Gaming Commission as required by the Gaming Ordinance. The Security Plan will be updated annually. The annual revision, as well as any other changes, must be approved by the Business Board and the Tribal Gaming Commission. The Manager shall be responsible for the hiring and supervision of security personnel for the Facility and the operation of the Enterprise in accordance with the plan approved by the Tribal Gaming Commission. Any security officer shall be licensed by the Tribal Gaming Commission and bonded and insured in an amount which the Business Board determines to be commensurate with his or her enforcement duties and obligations. The cost of any charge for security and increased public safety services, other than the cost of Tribal police related to the Facility or other costs of the Tribe which are to be funded through the tax described in Section 8.2.1.1, will

be an Operating Expense; the Manager shall have the responsibility to ensure that any such costs are paid when due.

Section 4.4. Damage, Condemnation or Impossibility of the Enterprise. If, during the Term of this Agreement, the Facility is damaged or destroyed by fire, war or other casualty, or by an Act of God, or is taken by federal condemnation or sold under the threat of federal condemnation, or if Gaming on the Property is prohibited as a result of a decision of a court of competent jurisdiction or by operation of any applicable legislation, the Manager shall have the following options:

4.4.1. Recommencement of Operations. If Gaming on the Property is prohibited by Legal Requirements, the Manager shall have the option to continue its interest in this Agreement and to commence or recommence the operation of Gaming at the Facility if, at some point during the Term of this Agreement, such commencement or recommencement shall, in the sole judgment of Manager, be legally and commercially feasible. Nothing in this Agreement shall impair the Tribe's right to commence or recommence Gaming at the Facility if the Manager determines that it does not desire to do so in this event. The Tribe shall not owe the Manager the management fee provided for in this Agreement for any period that the Tribe is the manager of the facility under this section, but the Manager shall still be entitled to repayment of any debts owed to it by the Tribe and for money lent or services provided before the shutdown.

4.4.2. Repair or Replacement. If the Facility is damaged, destroyed or condemned so that Gaming can no longer be conducted at the Facility, the Facility shall be reconstructed if the insurance or condemnation proceeds are sufficient to restore or replace the Facility to a condition at least comparable to that before the casualty occurred. If the Manager elects to reconstruct the Facility and if the insurance proceeds or condemnation awards are insufficient to reconstruct the Facility to such condition, the Manager may, in its sole discretion, offer to lend the Tribe such additional funds as are necessary to reconstruct the Facility to such condition and such funds shall, with the prior approval of the Tribal Council and the BIA or the NIGC, as appropriate, constitute a loan to the Enterprise, secured by the revenues from the Enterprise and repayable upon such terms as may be agreed upon by the Tribe and the Manager. The Tribe may also, in its sole discretion, provide from tribal funds or borrow from a third party such funds as are necessary to rebuild the Facility. In such event, these funds shall be treated as a tribal loan to the Enterprise and shall be repaid under such terms and conditions as the Tribal Council and the Manager may agree. The interest upon any such loan shall be treated as an Operating Expense of the Enterprise.

If the insurance proceeds are not sufficient and are not used to repair the Facility, and neither the Manager nor the Tribe wishes to provide the additional funds necessary to re-build and reopen the facility, the Tribe and the Manager shall jointly adjust and settle any and all claims for such insurance proceeds or condemnation awards, and such proceeds or award and any undistributed Net Revenues shall be applied first, as to insurance proceeds or condemnation awards

for Equipment subject to a purchase money security interest or lease, to such secured party or lessor; second, as to any other insurance proceeds, condemnation awards or undistributed Net Revenues, to the amounts due under the Loan and any other loans relating to the Facility, in the order of their priority, including principal and interest); third, to the repayment of any other third party claims relating to the Facility; and fourth, to Manager and the Tribe in accordance with Section 6 of this Agreement.

The provisions of this subsection are subject to and shall be governed by the terms of each Loan Agreement and, if no Loan Agreement is in effect, the Comerica Loan Agreement with respect to the effect of damage, destruction or condemnation of all or a portion of the Enterprise, any duty or rights to repair or restore the Facility, and the application of insurance proceeds.

4.4.3. Other Business Purposes. The Manager shall have the option to use the Facility for other purposes included in the Enterprise and reasonably incidental to Gaming, provided that the Tribal Council has approved such purposes (which approval shall not be unreasonably withheld). For any purpose other than Gaming, the Manager shall obtain all approvals necessary under applicable law.

4.4.4. Termination of Gaming. The Manager shall have the option at any time within a 60-day period following the cessation of Gaming on the Property to notify the Tribal Council in writing that it is terminating operations under this Agreement, in which case the Manager shall retain any rights it may have to any accrued and unpaid Management Fee due under Section 3.3 or the reimbursement of any amounts advanced by the Manager under Section 4.15.3, 4.20 or 6.2 and rights to repayments of amounts owed to it under any loan agreements. If the Manager does not elect to terminate this Agreement, it may take whatever action may be necessary to reduce expenses during such termination of Gaming.

4.4.5. Tolling of the Agreement. If, within 12 months after the cessation of Gaming on the Property under Section 4.4.4 or 12 months of Tribal management of the Enterprise under Section 4.4.1, the Manager determines that the recommencement of Gaming is possible, and if the Manager has not terminated this Agreement under the provisions of Section 4.4.4, the Manager may resume management of the Facility. 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 to eliminate rights acquired in the Property, the Facility or the Enterprise during the period of cessation or to eliminate or cure the problems which caused the cessation of Gaming shall constitute Operating Expenses of the Enterprise.

Section 4.5. Alcoholic Beverages. During the Term of this Agreement alcoholic beverages may be served at the Facility in accordance with the applicable tribal ordinance.

Section 4.6. Employees.

4.6.1. Manager's Responsibility. The Manager, subject to the terms of this Agreement and consistent with the Enterprise Employee Policies, shall have the exclusive responsibility and authority for the selection, hiring, control, training, promotion and discharge of all Enterprise Employees and the sole responsibility for determining whether a prospective Enterprise Employee is qualified and the appropriate level of compensation to be paid.

4.6.2. Enterprise Employee Policies. The Manager has established personnel policies and procedures and employment practices, which policies and procedures have been approved by the Board and by the Tribal Council. Manager shall, to the extent not already approved by the Board and Tribal Council, establish a job classification system with salary levels and scales which shall be submitted to the Board and the Tribal Council for approval. The Enterprise Employee Policies shall include a grievance procedure in order to establish fair and uniform standards for the employees of the Enterprise, and shall include the procedures for the resolution of disputes between the Manager and Enterprise Employees appearing as Exhibit B to this Agreement. Any revisions to the Enterprise Employee Policies shall not be effective unless they are approved in the same manner as the original Enterprise Employee Policies. The Manager shall be responsible for administering the Enterprise Employee Policies. All such actions shall comply with applicable tribal law. Copies of all such policies shall be given to the Tribal Gaming Commission.

4.6.3. Enterprise Employees. All Enterprise Employees shall be employees of the Tribe. All Enterprise Employees must be licensed by the Tribal Gaming Commission as required by the Compact and applicable tribal and federal law.

4.6.4. No Manager Wages or Salaries. Neither the Manager nor Manager's Affiliates, nor any of their officers, directors, shareholders, or employees, shall be compensated by wages from or contract payments by the Enterprise for their efforts or for any work which they perform under this Agreement, other than loan repayments, reimbursement pursuant to the Security and Reimbursement Agreements and the Management Fee to be paid to the Manager under Section 3.3. Nothing in this section shall restrict the ability of an Enterprise Employee to purchase or hold stock in the Manager or the Manager's Affiliates, where (i) such stock is publicly held, and (ii) such employee acquires, on a cumulative basis, less than five percent (5%) of the outstanding stock in the corporation.

4.6.5. Employee Background Checks. A background investigation shall be conducted on each applicant for employment in compliance with the Compact (if applicable), the Tribal Gaming Ordinance, IGRA and applicable other tribal and federal law as soon as reasonably practicable.

No individual whose prior activities, criminal record, if any, or reputation, habits and associations are known to pose a threat to the public interest, the effective regulation of Gaming, or to the gaming licenses of the Manager or any of its Affiliates, or to create or enhance the dangers of unsuitable, unfair or illegal practices and methods and activities in the conduct of Gaming, shall knowingly be employed by the Manager, the Enterprise or any business operating on the Property.

The Tribal Gaming Commission's licensing procedures shall be formulated in consultation with the Manager and shall satisfy all regulatory requirements independently applicable to the Manager, the Enterprise and the Tribe. The Manager shall meet with the Tribal Gaming Commission as needed to resolve any practical problems related to the processing of these license applications. Any cost associated with obtaining such background investigations shall constitute a Pre-Opening Expense or an Operating Expense, as the case may be.

4.6.6. Indian Preference, Recruiting and Training. In order to maximize the benefits of the Enterprise to the Tribe, the Manager shall, to the extent permitted by applicable law, give preference in recruiting, training and employment to qualified Native Americans, their spouses and children or such other persons as duly enacted tribal preference laws require in all job categories of the Enterprise, to the extent permitted by law. In particular, the Manager shall:

(i) conduct an outreach program to inform all tribal members of the availability of jobs and training programs at the Enterprise, and conduct job fairs and skills assessment meetings for tribal members and their families and other Native Americans;

(ii) abide by any duly enacted tribal preference laws;

(iii) in consultation with and subject to the approval of the Business Board, develop a management training program for Enterprise Employees who are tribal members, other Native Americans, or other Enterprise Employees selected by the Business Board;

(iv) Develop a Training and Compliance Plan for the review and approval of the Business Board and Tribal Council, and certify to the Tribal Council in writing within 20 days after the end of each quarter whether the Enterprise has complied with such Training and Compliance Plan during that quarter and, if not, how it has failed to comply and the steps being taken to ensure compliance in the future. The Training and Compliance Plan will address (a) recruitment, training and career development of Tribal members and other Native Americans, (b) training of all Enterprise employees (including, without limitation, training in compliance),

and (c) management training for Tribal members and other Native Americans, so as to achieve the Tribe's goal of having Tribal members and other Native Americans be senior managers of the Facility at the end of the Term of this Agreement. The Manager will report annually on compliance with the Training and Compliance Plan and any proposed changes in that plan. Any changes in the Training and Compliance Plan shall be subject to the review and approval of the Business Board and Council.

4.6.7. Removal of Employees. The Manager will act in accordance with the Enterprise Employee Policies with respect to the discharge, demotion or discipline of any Enterprise Employee.

Section 4.7. Marketing and Advertising. The Manager shall have responsibility to advertise and promote the Facility, the budget for which shall be included in the annual operating budget prepared by the Manager and approved by the Business Board pursuant to Section 4.9. The Manager may participate in sales and promotional campaigns and activities involving complimentary rooms, food, beverage, shows, chips and tokens.

Section 4.8. Pre-Opening. The Manager shall implement a pre-opening program sufficiently in advance of the scheduled Commencement Date which shall include all activities necessary to prepare the Permanent Facility, both financially and operationally, for opening. In connection with the pre-opening program, the Manager shall prepare a comprehensive pre-opening budget (the "Pre-Opening Budget") which shall be submitted to the Business Board for review and approval no later than one month prior to the scheduled Commencement Date. The Pre-Opening Budget shall set forth expenses which the Manager anticipates to be necessary or desirable in order to prepare the Permanent Facility for Gaming on the Commencement Date, including without limitation, cash for disbursements, Furnishings and Equipment and Operating Supplies, hiring, training, relocation and temporary lodging of employees, the expense of background investigations on the initial workforce, advertising and promotion, office overhead and office space (whether on or off the Property), and travel and business entertainment (including opening celebrations and ceremonies) (collectively, "Pre-Opening Expenses") as well as the initial operating capital for the Permanent Facility, including vault cash. The Tribe recognizes that the Pre-Opening Budget will be prepared in advance of the Commencement Date and will be intended only to be a reasonable estimate, subject to variation due to a number of factors, some of which will be outside of Manager's control. The Pre-Opening Budget may be modified from time to time, subject to approval of the Business Board. The Tribe shall be responsible for funding the Pre-Opening Expenses and providing the initial operating capital.

Section 4.9. Operating Budget and Annual Plan. The Manager shall, not later than October 15 of each year, submit to the Business Board, for line-item approval, a proposed Operating Budget and Annual Plan for the following Fiscal Year. The Operating Budget and Annual Plan shall include a projected income statement, balance sheet and projection of cash flow for the Enterprise, with detailed justifications explaining the assumptions used therein. Included with the Operating Budget and Annual Plan shall be a schedule of repairs and maintenance (other than Capital Replacements), a business and marketing plan for the Fiscal

Year, a comparison of goals, actions taken and results achieved under the Training and Compliance Plan during the current Fiscal Year, and the Minimum Balances which must remain in the Enterprise Bank Accounts and the House Bank as of the end of each month during the Fiscal Year to ensure that sufficient money will be available for working capital purposes, the House Bank and other expenditures authorized under the Operating Budget and Annual Plan.

The Operating Budget and Annual Plan for the Enterprise shall comprise the following:

(a) a business and marketing plan for the Fiscal Year;

(b) a statement of the estimated income and expenses for the Fiscal Year, including estimated Gross Revenues and Operating Expenses and estimated results of the operation during each month of the Fiscal Year;

(c) either as part of the statement of the estimated income and expenses referred to in clause (b), or separately, budgets (and timetables and requirements of the Manager) for:

(i) repairs and maintenance,

(ii) Capital Replacements,

(iii) Furnishings and Equipment,

(iv) advertising and business promotion programs,

(v) Promotional Allowances, and

(vi) any other items requested by the Business Board;

(d) proposed revisions to the Training and Compliance Plan, and any other plans established by the Tribe and Manager, to best achieve the goals set out in those plans; and

(e) plans to achieve such other goals or objectives of the Tribe as are otherwise consistent with this Agreement, provided that the Tribe informs the Manager of such other goals or objectives no later than September 1 of each year.

The Business Board shall review and approve the Operating Budget and Annual Plan on a line-by-line basis, and shall forward the approved Operating Budget and Annual Plan to the Tribal Council for its review and approval no later than November 15 of each year. The Business Board's and Tribal Council's approval of the Operating Budget and Annual Plan shall not be unreasonably withheld or delayed. If the Tribal Council is unable to approve the Operating Budget and Annual Plan prior to the commencement of the Fiscal Year, or if the Business Board is unable to approve any line items prior to the commencement of the Fiscal

Year, those portions of the proposed Operating Budget and Annual Plan approved by the Business Board shall be used as interim amounts and the corresponding line items contained in the Operating Budget and Annual Plan for the preceding Fiscal Year shall be adjusted as set forth herein and shall be substituted for the line items yet to be approved in the proposed Operating Budget and Annual Plan. Those line items shall be determined by increasing the preceding Fiscal Year's actual expense for the corresponding line items by the increase in the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, all items (1982-1984 = 100) for the Fiscal Year prior to the Fiscal Year with respect to which the adjustment to the line items is being calculated. The resulting Operating Budget and Annual Plan obtained in accordance with the preceding sentence shall be used as an interim Operating Budget and Annual Plan until such time as the Business Board approves the relevant line items and the Tribal Council approves the entire Operating Budget and Annual Plan.

The Tribe shall be responsible for providing any increase in operating capital required under the Operating Budget and the Annual Plan.

The Tribe and the Manager acknowledge that the Operating Budget and Annual Plan is intended only to be a reasonable estimate of the Enterprise's revenues and expenses for the relevant Fiscal Year. The Manager shall not be deemed to have made any guarantee concerning projected results contained in the Operating Budget or Annual Plan.

The Manager may, after notice to and approval by the Business Board, revise the Operating Budget and Annual Plan from time to time as may be necessary to reflect any unpredicted significant changes, variables or events or to include significant additional, unanticipated items of expense, and may, upon five business days' notice to the Business Board, reallocate part or all of the amount budgeted with respect to any line item to another line item; provided that any reallocation of funds (a) from one department to another department or (b) from funds budgeted for the Training and Compliance Plan or any other specific plans or programs established at the Enterprise by agreement of the Manager and the Tribe, shall require the approval of the Business Board; and provided further that Business Board and the Tribe must approve (i) any budget modification that eliminates or substantially changes any plans or programs approved by the Business Board or the Tribe as part of the Operating Budget and Annual Plan, and (ii) any increase in aggregate Operating Expenses from the amount provided in the Approved Budget, except that aggregate Operating Expenses may exceed the budgeted amount to the extent that variable expenses increase because of an increase in patron count beyond the patron count projected in the Approved Budget. The Manager shall submit a revision of the Operating Budget and Annual Plan to the Business Board for review quarterly.

Manager will provide to the Tribe, no later than September 1 of each year, a forecast of revenues that will be distributed from the Enterprise to the Tribe in the next Fiscal Year.

Section 4.10. Capital Budget. The Manager shall, not later than each October 15 , submit to the Business Board, for review and approval, a recommended capital budget (the "Capital Budget") describing the estimated replacement or new acquisition costs for the ensuing Fiscal Year, for the physical plant, furnishings, equipment, and ordinary capital replacement

items ("Capital Replacements") as shall be required to operate the Enterprise in accordance with sound business practices. The Capital Budget shall be reviewed and approved, and modifications thereto may be made, in the same manner as provided in Section 4.9 with respect to the Operating Budget and Annual Plan; provided, that no amount budgeted with respect to an item in the Capital Budget may be reallocated to an item in the Operating Budget and Annual Plan, or vice-versa, without the approval of the Business Board.

Section 4.11. Capital Replacements. The Tribe shall expend such amounts for Capital Replacements as shall be provided in the Capital Budget or the Operating Budget and Annual Plan or as may be required to:

(a) maintain the Enterprise in compliance with any Legal Requirements, or

(b) correct any condition of an emergency nature, including, without limitation, maintenance, replacements or repairs which, in the Manager's judgment, require immediate action to preserve and protect the Facility, assure its continued operation, or protect the comfort, health, safety and/or welfare of the Facility's guests or employees (an "Emergency Condition").

The Manager shall be responsible for the design and installation of Capital Replacements, subject to approval by the Business Board. The design and installation of Capital Replacements shall be effected in a manner so as to minimize interference with or disruption of ongoing operations.

The Manager is authorized to take all steps and to make all expenditures from the Disbursement Account (in the case of non-capitalized repairs and maintenance) or Capital Replacement Reserve (in the case of expenditures for Capital Replacements) as it deems necessary to repair and correct any Emergency Condition, regardless whether such provisions have been made therefore in the Capital Budget or the Operating Budget and Annual Plan. The Manager shall send immediate notice of any such expenditure, together with an explanation of the reasons therefor, to the Business Board.

Section 4.12. Use and Allocation of Capital Replacement Reserve. The Manager shall draw on the Capital Replacement Reserve for Capital Replacements in accordance with Section 4.11 and to make such emergency additions, repairs or replacements as shall be required to correct an Emergency Condition without further approval from the Business Board. Any amounts remaining in the Capital Replacement Reserve at the close of any year shall be carried forward and retained in the Capital Replacement Reserve until fully used.

Section 4.13. Contracting.

4.13.1 In entering into contracts for the supply of goods and services for the Enterprise, the Manager shall, on written notice from the Tribe and as agent for the Tribe, give preference to qualified members of the Tribe, their spouses and family members, qualified business entities certified by the Tribe as owned by members of the Tribe, their spouses and family members, and entities that are Affiliates of the Tribe; and then, on a secondary basis, to qualified business

entities owned by Native Americans other than members of the Tribe; in each case as permitted by law. In the event of uncertainty as to the applicable legal standard, the Tribe may direct Manager as to the appropriate extent of vendor preference but shall indemnify Manager against any resulting loss or liability.

"Qualified" shall mean a person or a business entity who or which, in the judgment of the Business Board, is able to provide services at competitive prices, has demonstrated skills and abilities to perform the tasks to be undertaken in an acceptable manner, and can meet the reasonable bonding requirements of the Enterprise. The Manager shall provide written notice to the Business Board in advance of all such contracting, subcontracting and construction opportunities. The Tribe intends to establish and maintain a data bank of business entities owned by members of the Tribe, their spouses and family members, or by other Native Americans, using criteria approved by the Tribe. The Manager shall be entitled to rely upon that data bank unless otherwise informed by the Tribe. One-half of the cost of establishing and maintaining the data bank will be an Operating Expense of the Enterprise, provided that such cost shall be subject to the review and reasonable approval of the Business Board.

4.13.2 The Tribe shall establish the following policies for the Enterprise:

4.13.2.1 The percentage by which the price of preferred vendors, whether members of the Tribe or other Native Americans, may exceed other bids in awarding contracts;

64

4.13.2.2 The threshold, if any, below which no vendor preference will be applicable;

4.13.2.3 The detailed criteria and process for establishing qualifications for the preference and for minimizing the use of "front" companies;

4.13.2.4 What tribal body will verify qualification; and

4.13.2.5 The means, if any, of passing through the cost of verifying qualification to vendors seeking qualification.

Section 4.14. Internal Control Systems. The Manager shall install systems for the monitoring of all funds (the "Internal Control Systems") which shall comply with all Legal Requirements, including but not limited to those contained in the Tribal Gaming Ordinance, the Compact (to the extent applicable) and IGRA. The Manager shall submit the Internal Control Systems for approval to the Business Board and the Tribal Gaming Commission, and any other government agency required to approve the same, prior to their implementation. Any significant changes in the Internal Control Systems after the Interim Facility Commencement Date also shall be subject to review and approval by the Business Board, the Tribal Gaming Commission and such other government agencies, if any, prior to their implementation.

The Tribal Gaming Commission shall have the right, at any time, to inspect and review all Internal Control Systems and any changes instituted to the Internal Control Systems, and to retain an auditor to review the adequacy of the Internal Control Systems. The Tribal Gaming Commission, the Manager, and any other government agency authorized by the Compact (if applicable) or applicable law shall have the right and duty to maintain and police the Internal Control Systems in order to prevent any loss of funds from the Enterprise. The Manager shall install a closed circuit television system to be used for monitoring the cash handling activities of the Enterprise sufficient to meet all Legal Requirements.

Section 4.15. Banking and Bank Accounts.

4.15.1. Enterprise Bank Accounts. The Business Board shall select a bank or banks for the deposit and maintenance of Enterprise funds and shall establish therein the accounts described in this Section 4.15 and such other accounts as the Manager may deem necessary and appropriate for the business of the Enterprise (the "Enterprise Bank Accounts"). All Enterprise Bank Accounts shall be accounts of the Tribe opened in the name of the Enterprise and shall be insured by the Federal Deposit Insurance Corporation to the maximum extent provided by law.

4.15.2. Depository Account. A Depository Account shall be established as an Enterprise Bank Account. The Manager shall collect all Gross Revenues and other proceeds connected with or arising from the operation of the Enterprise, the sale of all products, food and beverage, and all other activities of the Enterprise and deposit the related cash into the Depository Account at least once during each day or each 24-hour period as the Compact, applicable tribal or federal law or regulations may require. The Manager shall arrange for a bonded transportation service to effect the safe transportation of the daily receipts to the bank. Said transportation company and its bonding levels shall be approved in advance by the Business Board.

4.15.3. Disbursement Account. A Disbursement Account shall be established as an Enterprise Bank Account. The Manager shall transfer funds from the Depository Account to the Disbursement Account as shall be necessary to make all payments for Operating Expenses, debt service, management fees, and disbursements to the Tribe. All such payments shall be made by the Manager from the Disbursement Account. The Manager shall reserve funds in the Disbursement Account in an amount equal to the Minimum Balance, and the Manager may increase the Minimum Balance, with the approval of the Business Board, at any time during the first 12 months following the Commencement Date to reflect unanticipated working capital needs revealed by actual Enterprise operations. The Manager may, with the approval of the Tribal Council, advance any funds needed to cover any operating cash shortfall and shall be allowed to be reimbursed for any such advances in accordance with Section 6.1.

4.15.4. Capital Replacement Reserve. A Capital Replacement Reserve shall be established as an Enterprise bank account. There shall be transferred

monthly to the Capital Replacement Reserve, from the Depository Account, an amount equivalent to[ ](b) such higher amount as may be established by Tribal Council; or (c) as may be required by any Lender. The amounts required to be so transferred shall be calculated and deposited into the Capital Replacement Reserve, in arrears, no later than the 21st day of the month immediately following the month with respect to which a transfer is made. If any adjustment of Gross Revenues is made as a result of an audit or for other accounting reasons, a corresponding adjustment in the Capital Replacement Reserve transfer shall be made. In addition, all proceeds from the sale of capital items no longer needed for the operation of the Enterprise, and the proceeds of any insurance received in reimbursement for any items previously paid for from the Capital Replacement Reserve, shall be deposited into the Capital Replacement Reserve upon receipt. Transfers into the Capital Replacement Reserve and expenditures therefrom shall be accounted for in accordance with GAAP.

4.15.5. Cash Disbursements. The Manager shall not make any cash disbursements from any Enterprise Bank Account except for the payment of cash prizes in amounts of or less. Any and all other payments or disbursements by the Manager, including prizes in excess of shall be made by check or wire transfer drawn against an Enterprise Bank Account.

4.15.6. Investments. Amounts on deposit in any Enterprise Bank Account shall be invested in accordance with an Enterprise investment policy adopted by the Tribe. Income earned on such investments shall be credited to the Account from which such investment was made.

Section 4.16. Insurance. The Manager, on behalf of the Enterprise and the Tribe, shall arrange for, obtain and maintain, with responsible insurance carriers licensed to do business in Michigan, insurance satisfactory to the Business Board, including public liability and property loss or damage insurance, covering the Facility and the operations of the Enterprise, naming the Tribe, the Enterprise and the Manager as insured parties, for the coverages and in at least for the limits which are customary for gaming operations of similar size and scope in the State of Michigan.

Section 4.17. Accounting and Books of Account.

4.17.1. Operating Statements. The Manager shall prepare and provide monthly, quarterly and annual financial reports and operating statements to the Business Board and the Tribal Gaming Commission and to such other parties as the Compact or applicable law may require. The operating statements shall comply with all Legal Requirements including, but not limited to, those of the Compact and applicable federal law and regulations and shall include an income statement, statement of cash flows, and balance sheet for the Enterprise. Such statements shall include the Operating Budget and Annual Plan and Capital

Budget projections as comparative statements, and shall include comparative statements from the comparable period for the prior year of all revenues, and all other amounts collected and received and all deductions and disbursements made therefrom in connection with the Enterprise. All such statements shall be prepared in accordance with GAAP consistently applied, and shall contain such additional information as may be requested by the Tribe. The Tribe's Comptroller shall be permitted to participate in the choice of accounting protocols within GAAP, and the Tribe may arbitrate the appropriateness and fairness of those protocols; provided that all Enterprise accounting protocols shall be consistent with GAAP.

4.17.2. Books of Account. The Manager shall maintain full and accurate books of account and records at an office in the Facility and at such other locations as may be determined by the Manager. The Tribal Gaming Commission, and any government official authorized by law to have such access, shall have immediate access to the daily operations of the Enterprise and the unlimited right to inspect, examine and copy all such books and supporting business records. Such rights may be exercised through a duly authorized agent, employee, attorney, or independent accountant acting on behalf of the Tribal Gaming Commission or the authorized government agency, provided that the authority of said individual is first presented in writing to the Manager.

4.17.3. Accounting Standards. The Manager shall maintain the books and records of the Enterprise in conformity with GAAP consistently applied. The Manager shall establish and maintain accounting systems and procedures which shall comply with all applicable Legal Requirements including, but not limited to, the Compact (to the extent applicable) and tribal and federal laws or regulations and, at a minimum, shall (a) include an adequate system of internal accounting controls, (b) permit the preparation of financial statements in accordance with GAAP, (c) be susceptible to audit as required by the Tribal Gaming Ordinance, the Compact (if applicable), IGRA and other applicable laws, (d) allow the Tribe and the NIGC to calculate the annual fee payable under 25 C.F.R. §514.1, (e) permit the calculation and payment of the Management Fee, and (f) provide for any appropriate allocation of Operating Expenses or overhead expenses among the Tribe, the Enterprise, the Manager, and any other user of shared facilities and services.

4.17.4. Annual Audit. An independent certified public accounting firm shall be selected by the Tribal Council and approved by the Tribal Gaming Commission for the purpose of performing an annual audit of the books and records of the Enterprise. The accounting firm shall be one of the six largest certified public accounting firms doing business in the United States. Said audit shall meet all legal requirements of the Tribal Gaming Ordinance, the Compact (to the extent applicable), IGRA and other applicable law and shall, unless otherwise authorized by Tribal Council resolution, be separate and distinct from any audit required by the Single Audit Act of 1984, 31 U.S.C. §750 et seq. The Tribal Gaming Commission and the NIGC and any other legally authorized

government agency shall also have the right to perform special audits of the Enterprise on any aspect of the Enterprise and its operations at any time without restriction. Copies of such audits shall be provided by the Tribe to all applicable federal and state agencies, as may be required by law or the Compact, and may be used by the Manager for reporting purposes under federal and state securities laws, if required. The fees for the services of the independent auditor shall be an Operating Expense.

Section 4.18. Retail Stores and Concessions. The Business Board and the Tribe shall review and approve any shops or concessions proposed to be operated in connection with the Facility; provided that the Tribe may elect to cause the Enterprise to operate a tribal gift/craft business, artists cooperative, or similar business on an area not to exceed 1,188 square feet at the Facility.

Section 4.19. Entertainment Approvals. The Business Board shall review and approve any entertainment and/or sporting events proposed to be conducted or offered at the Facility.

Section 4.20. Recoupment and Reimbursement. The Manager may, with the permission of the Tribal Council and according to the terms of this Agreement advance funds or contribute property on behalf of the Tribe to satisfy obligations of the Tribe in connection with the Enterprise and this Agreement. The Manager shall keep appropriate records to document all reimbursable expenses paid by the Manager, which records shall be made available for inspection by the Tribal Council, the Business Board or the Tribal Gaming Commission or its agents upon request. The Tribe agrees to reimburse the Manager with interest from future Net Revenues for money paid or property contributed by the Manager to satisfy obligations of the Tribe in connection with the Enterprise and this Agreement. The Manager's sole source of such reimbursement shall be from undistributed and future Net Revenues. Nothing contained herein creates any obligation on the part of the Manager to advance or lend any funds to the Tribe or to the Enterprise or to cover any cash flow shortfall of the Enterprise.

Section 4.21. Annual Reports. The Manager shall prepare and submit the annual reports required by Section 11.10 of the Tribal Gaming Ordinance, and any other reports required under this Agreement, the Compact or the Tribal Gaming Ordinance, at the times and in the manner required thereby.

ARTICLE V

LIENS AND ENCUMBRANCES

Section 5.1. Liens. The Tribe specifically warrants and represents to the Manager that, during the Term of this Agreement, the Tribe shall not act in any way, either directly or indirectly, to cause any person or entity other than the Manager or the Lender to become an encumbrancer or lienholder of the Property or to allow any person or entity to obtain any interest in this Agreement without the prior written consent of the Manager.

The Manager specifically warrants and represents to the Tribe that, during the Term of this Agreement, the Manager shall not act in any way, either directly or indirectly, to cause any person or entity to become an encumbrancer or lienholder of the Property or the Facility or to obtain any interest in this Agreement without the prior written consent of the Tribal Council.

The Tribe and the Manager shall keep the Facility and the Property free and clear of all mechanics' liens and other liens resulting from the construction of the Facility and all other liens which may attach to the Facility or the Property. If any such lien is claimed or filed, the Tribe shall take immediate legal action to contest the claim or lien or otherwise to discharge the lien within 30 days after having been given written notice of such claim, either by payment to the claimant of the amount claimed, the deposit with the proper court of such amount as shall be necessary to relieve and discharge the Property from such claim, or by any other action which will result in the discharge or stay of such claim. The Manager is authorized to act on behalf of the Tribe to discharge any liens if the Tribe fails to take appropriate action to stay or discharge such lien within that 30 day period.

Section 5.2. Security Interests; Standby and Deferral.

(i) Security Interests.

(A) The Tribe shall have the right to grant senior security interests in Enterprise revenues and other Enterprise assets to secure the Loan or any Refinancing Debt. Manager agrees to execute and deliver subordination agreements, in form and content satisfactory to the Lender, subordinating Manager's security interest and related claim under the Reimbursement and Security Agreement to the security interest and claim of Lender.

(B) The Tribe shall have the right to grant subordinated security interests in Enterprise revenues; provided that any such security interests shall be subject to a subordination agreement in form and substance reasonably satisfactory to the Manager which protects any lien that the Manager and Comerica may have on those revenues to secure the payment of the amounts owed to Manager hereunder and to Comerica, respectively,

and any obligation of the Tribe to the Manager relating to the Manager's guaranty of the Comerica Loan.

(ii) Standby and Deferral.

(A) Manager agrees that it will cause Comerica to execute and deliver to Lender (and to any lender providing Refinancing Debt) a subordination agreement, in form and content satisfactory to the Lenders or such refinancing lender, evidencing (a) the subordination of the Comerica Loan to the Loans and such refinancing; (b) the subordination of any security interest in revenues or other assets of the Enterprise securing the Comerica Loan to the security interest securing such Loans and refinancing, and (c) the agreement of Comerica that any principal payments due it on the Comerica Loan shall be deferred during any Litigation Sinking Fund Period. In the event of a principal deferral, the term of the Comerica Loan shall be extended by the same number of months as such deferral continued, and any principal deferred shall be payable in equal monthly instalments over that extended term.

ARTICLE VI

PAYMENTS OF FEES AND TRIBAL DISTRIBUTIONS

Section 6.1. Payment of Fees and Tribal Disbursements. Within 21 days after the end of each calendar month, the Manager shall calculate the Gross Revenues, Operating Expenses, and Net Revenues of the Enterprise for such month's operations and for the year's operations to date. Such calculations shall be presented in writing to the Business Board and the Tribal Council. Thereupon, the Manager shall disburse funds from the Disbursement Account to the extent available to pay the scheduled items to the extent due and payable and earned in the following order of priority:

(i) the Minimum Guaranteed Monthly Payment described in Section 6.2;

(ii) the reimbursement of any amounts advanced by Manager under Section 4.15.3, 4.20 or 6.2, with interest calculated at the rate provided in Section 14.13 from the date the advance was made to the date reimbursement is paid, subject to subordination in accordance with this Agreement;

(iii) current principal due on each Loan (and if payments are due quarterly, a reserve equal to one third of the scheduled quarterly payment shall be deposited in a designated Enterprise Bank Account for such payment, and may be invested in accordance with the Enterprise Investment Policies pending payment), or under any equipment lease, and any Litigation Sinking Fund Payment;

(iv) current principal due on the Comerica Loan;

(v) Capital Replacement Reserve contributions in accordance with Section 4.15.4; and

(vi) the Management Fee.

All remaining Net Revenues (the "Monthly Distribution Payment") shall be distributed to the Tribe, at the same time the Management Fee is paid. Manager agrees to subordinate its right of reimbursement, its Management Fee, and all other claims against the Enterprise to the claims of any Lender, if requested by such Lender. Manager will execute and deliver a subordination agreement in form acceptable to any such Lender evidencing such subordination. Any Management Fees or other amounts deferred pursuant to any such subordination agreement or any subordination agreement described in Section 5.2.1(a) shall be paid, commencing the first day of the month after the end of such deferral, in equal monthly payments over the same number of months as such deferral had continued. Any fees deferred shall bear interest at the same rate as the Taxable Loan.

Section 6.2. Minimum Guaranteed Monthly Payment. The Manager shall pay the Tribe the Minimum Guaranteed Monthly Payment, with respect to the period beginning on the Interim Facility Commencement Date and continuing for the remainder of the Term. The Minimum Guaranteed Monthly Payment shall be payable to the Tribe in arrears on the 21st day of each calendar month, beginning with the month following the month in which the Interim Facility Commencement Date occurs, which payment shall have priority over the Management Fee and retirement of development and construction costs. If the Interim Facility Commencement Date is a date other than the first day of a calendar month, the first payment will be prorated from the Interim Facility Commencement Date to the end of the month. Minimum Guaranteed Monthly Payments shall be charged against the Tribe's distribution of Net Revenues for each month provided, however, where the Net Revenues in a given month are less than the Minimum Guaranteed Monthly Payment, the Manager shall advance the amount necessary to compensate for the deficiency from its own funds, subject to reimbursement under Section 6.1. No Minimum Guaranteed Monthly Payment shall be owed for any month during which no Gaming takes place at the Facility. In any month in which Gaming at the Facility is suspended pursuant to Section 4.4, or in which this Agreement is terminated, the Minimum Guaranteed Monthly Payment shall be prorated to reflect the number of days in such month during which Gaming actually took place under this Agreement. The obligation of the Manager to make Minimum Guaranteed Monthly Payments shall cease upon termination of this Agreement, other than for payments due with respect to Gaming which took place prior to such termination. The Manager's obligation to pay the Tribe the Minimum Guaranteed Monthly Payment is unconditional, and shall not be affected by the actual level of funds generated by the Enterprise.

Section 6.3. Payment of Net Revenues. The Net Revenues paid to the Tribe pursuant to this Article VI shall be payable to the Tribe's bank account specified by the Tribal Council.

Section 6.4. Springing Depository Agreement. In any Depositing Period, as defined in the Springing Depository Agreement, the terms of Article II, Article III, and Sections 6.2, 9.3 and 9.13 of the Springing Depository Agreement shall control over this Management Agreement as to any disputes among the Tribe, Manager and Lenders relating to the Springing Depository Agreement. Without limiting the generality of the foregoing, during a Depositing Period all Gross Revenues of the Enterprise shall be deposited as required in such Depository Agreement and shall be distributed in accordance with the priorities provided in the Springing Depository Agreement.

ARTICLE VII

TRADE NAMES, TRADE MARKS AND SERVICE MARKS

Section 7.1. Enterprise Name. The Enterprise shall be operated under such name as the Business Board may decide (the "Enterprise Name"). All trade names, trade marks and service marks established in connection with the operation of the Enterprise shall be owned by the Tribe and the Manager shall assist the Tribe in obtaining any appropriate registrations or proofs of ownership thereof. The cost of such registrations or other actions shall be a capital cost of the Facility.

Section 7.2. Signs. The Manager shall erect and install, in accordance with applicable codes and regulations, all signs the Manager deems necessary in, on or about the Facility. The costs of purchasing, leasing, transporting, constructing, maintaining and installing the required signs shall be a capital cost of the Facility.

ARTICLE VIII

TAXES

Section 8.1. State and Local Taxes. If the State of Michigan or any local government attempts to impose any tax, including any possessory interest tax, upon the Tribe, the Manager, the Enterprise, the Facility or the Property, or upon a transaction entered into by the Tribe or the Manager relating to the Enterprise (other than an income tax on the income of the Manager hereunder), the Business Board may recommend that the Tribe resist such attempt through legal action. If the Business Board recommends such litigation, the costs of such action and the compensation of legal counsel shall be an Operating Expense of the Enterprise and any recovery shall be included in Gross Revenues of the Enterprise. If the Business Board does not recommend that the Tribe commence such litigation, the costs of such action and the compensation of legal counsel shall not be an Operating Expense of the Enterprise and any recovery shall be payable directly to the Tribe and shall not be included in such Gross Revenues. The final decision on bringing any such litigation shall be in the sole discretion of the Tribe, and shall be prosecuted in the name of the Tribe through counsel selected by the Tribe. Any such tax shall constitute an Operating Expense of the Enterprise. This Section shall not be construed to imply that the Tribe, the Manager, the Enterprise, the Facility or the Property, or any transaction entered into by the Tribe or the Manager relating to the Enterprise is liable for any such tax.

Section 8.2. Tribal Taxes, Fees and Charges.

8.2.1 The Tribe agrees that neither it nor any agent, agency, affiliate or representative of the Tribe will impose any taxes, fees, assessments, or other charges of any nature whatsoever on the Management Fee, any payments of debt service to the Manager or any of its Affiliates or to any Lender furnishing financing for the Facility or for the Enterprise, or on the Enterprise, the Facility or the revenues therefrom, except as provided in this section.

8.2.1.1 The Tribe may assess and collect a tax on the Gross Gaming Revenue (Win) of the Enterprise in the amount of

6%

to fund the reasonable regulatory costs incurred by the Tribal Gaming Commission and the reasonable fees, expenses and internal overhead costs incurred by the Tribe in overseeing, or otherwise in relation to, the Enterprise. Such taxes shall be payable monthly in arrears, no later than twenty days after the end of each month. Manager shall deliver to the Tribe a certificate signed by an officer of Manager at the time the tax is paid stating the amount of the tax and showing how such amount was computed.

8.2.1.2 The Tribe may charge vendors and collect reasonable business and gaming license fees and/or tax the sale of goods or services to or by the Enterprise in amounts equivalent to any state taxes that are or would otherwise be applicable but for the Tribe's status as an Indian tribe, provided that no

such tax shall be applied to any goods or services supplied as Promotional Allowances.

8.2.1.3 The Tribe may assess and collect reasonable charges or assessments imposed by governmental entities of the Tribe (other than the Tribal Gaming Commission) which are reasonably related to the cost of Tribal governmental regulation of public health, safety or welfare, as it relates to the Enterprise, provided that such charges or assessments had previously been provided by third parties and do not exceed the cost of obtaining such services from such third parties.

8.2.1.4 The Tribe may assess and collect reasonable fines or fees imposed by the Tribe or governmental entities of the Tribe, provided that such fines or fees are payable under Tribal ordinances of general application in accordance with schedules of fees or fines included in such ordinance.

8.2.1.5 The Tribe may, either directly or through an instrumentality, provide water and sewer services to the Enterprise, and may assess and collect charges in that regard in the same amount as would be charged by the City of Manistee or other local utility under their respective tariffs or charges for providing similar services to the Permanent Facility, except for special assessments or other capital charges not payable based on the volume of water or sewerage used or generated; provided that the capital cost, including interest, depreciation and amortization, relating to the water and sewer facilities being financed with the proceeds of the Tax-Exempt Loan shall be treated in the manner described in clauses (v) and (xvii) of the definition of "Operating Expenses.".

8.2.2 The Tribe agrees that neither it nor any agent, agency, affiliate or representative will impose any taxes, fees, assessments or other charges of any nature whatsoever on the salaries or benefits, or dividends paid to, any of the Manager's stockholders, officers, directors, or employees.

8.2.3 All surveillance equipment at the Enterprise required by the Tribal Gaming Commission shall be paid for by the Enterprise and not by the Gaming Commission or the Tribe, and shall be booked as a capital expense included in the capital budget to the extent required by GAAP.

8.2.4 If the Tribe, in its sole discretion, transfers surveillance or any other function from the Tribe to the Enterprise, the amount of the tax payable by the Enterprise to the Tribe in any month shall be reduced by the actual cost to the Enterprise of the transferred function in the preceding month. Manager shall deliver to the Tribe a certificate signed by an officer of Manager showing such actual cost and its derivation at the time the tax is paid.

Section 8.3. Compliance with Internal Revenue Code. The Manager shall comply with all applicable provisions of the Internal Revenue Code.

ARTICLE IX

PROVISIONS RELATING TO TRIBAL GOVERNMENT

Section 9.1. Noninterference in Tribal Affairs. The Manager agrees not to interfere in or attempt to influence the internal affairs or government decisions of the Tribal government by offering cash incentives, by making written or oral threats to the personal or financial status of any person. If any such interference in Tribal affairs is alleged by the Tribal government in writing and the NIGC or a court of competent jurisdiction finds that the Manager has unduly interfered with the internal affairs of the Tribal government and has not taken sufficient action to cure and prevent such interference, that finding of interference shall constitute a material breach by the Manager and shall be grounds for termination of the Agreement. The Manager shall be entitled to immediate written notice and a complete copy of any such complaint to the NIGC or the court.

Section 9.2. Prohibition of Payments to Members of the Tribal Government. The Manager represents and warrants that no payments have been or will be made by the Manager to any Member of the Tribal government, any Tribal official, any Relative of a member of Tribal government or Tribal official, or any Tribal government employee for the purpose of obtaining any special privilege, gain, advantage or consideration.

Section 9.3. Employment Restrictions and Disclosures

9.3.1 Prohibition of Hiring Members of the Tribal Government. No Member of the Tribal Government or Relative of a Member of the Tribal government may be employed at the Enterprise without a written waiver of this Section 9.3 by the Tribe. For this purpose, the Tribal Council will identify all such persons to the Manager in a writing and take reasonable steps to keep the list current; the Manager shall not be held responsible if any person not on such list is employed.

9.3.2 Disclosure of Manager's Employment of Relatives of Senior Executives. Manager covenants that it will disclose to the Business Board and the Tribal Council, prior to making an offer of employment on behalf of or related to the Enterprise, any proposed employment of Relatives of managers or other senior executives of the Enterprise or of the Manager, or of Manager's Affiliates. Manager further covenants that it will comply with the Enterprise Employee Policies with regard to all such Relatives. Manager also covenants that neither it nor any Affiliate of Manager will hire any senior executive or supervisory employee of the Enterprise either (i) while such senior executive or supervisory employee is employed by the Enterprise, or (ii) within one year after the voluntary or involuntary termination of such senior executive's or supervisory employee's employment by the Enterprise.

Section 9.4. Prohibition of Financial Interest in Enterprise. No Member of the Tribal government or Relative of a member of the Tribal government shall have a direct or indirect financial interest in the Enterprise greater than the interest of any other member of the Tribe.

ARTICLE X

DISCLOSURES BY MANAGER; BACKGROUND INVESTIGATIONS

Section 10.1. Member, Officers and Affiliates The Manager warrants that on the date of this Agreement its members, managers and officers are those listed on Exhibit C. The Manager further warrants, covenants and represents that:

(a) No person or entity has any beneficial ownership interest in the Manager other than as set forth herein; and

(b) No officer, director or member of Manager, nor any individual owner of five percent (5%) or more of the stock of Manager, has been arrested, indicted for, convicted of, or pleaded nolo contendere to any felony or any gaming offense, or had any association with individuals or entities known to be connected with organized crime.

(c) As to any Affiliate doing business with the Enterprise, no officer, director or member of such Affiliate, nor any individual owner of five percent (5%) or more of the stock of such Affiliate, has been arrested, indicted for, convicted of, or pleaded nolo contendere to any felony or any gaming offense, or had any association with individuals or entities known to be connected with organized crime.

Section 10.2. Criminal and Credit Investigation. The Manager agrees that all of its members, officers and employees (whether or not involved in the Enterprise), shall:

(a) consent to background, criminal, credit or other investigations to be conducted by the Tribal Gaming Commission, the State of Michigan, the Federal Bureau of Investigation or any other law enforcement authority or any duly authorized agency of the federal government or its agents to the extent required by the IGRA, the Compact (if applicable), or other applicable law,

(b) be subject to licensing requirements in accordance with the Compact (if applicable) and Tribal and other applicable law and this Agreement,

(c) consent to a background, criminal, credit or other investigation to be conducted by or for the NIGC, if required,

(d) consent to a financial and credit investigation to be conducted by a credit reporting or investigation agency at the request of the Tribe,

(e) cooperate fully with such investigations, and

(f) disclose any information requested by the Tribal Gaming Commission or any other government agency referenced herein that would reasonably facilitate the background and financial investigation.

Any materially false or deceptive disclosures or failure to cooperate fully with such investigations by an employee of the Manager shall result in the immediate dismissal of such employee. The results of any such investigation may be disclosed by the Tribal Gaming Commission to federal officials and to with other regulatory authorities as required by law.

Section 10.3. Disclosure Amendments. Manager agrees that whenever there is contemplated any material change in the information disclosed pursuant to this Article X, it shall notify the Tribal Gaming Commission and the NIGC of such change not later than ten days prior to such change. The Tribe shall, in turn, provide all other appropriate government agencies copies of any such notification to the extent the Tribe is required to do so as a matter of law. All of the warranties, covenants and agreements contained in this Article X shall apply to any person or entity who would be listed in this Article X as a result of such changes. Manager's covenant in § 10.1 shall continue throughout the Term of this Agreement; provided that a breach of the covenant in § 10.1(b) shall not give rise to a right of the Tribe to terminate this Agreement if the Manager terminates such individual's relationship with the Manager or its Affiliate within ten days after receiving notice of such arrest, indictment, conviction, plea or association.

ARTICLE XI

TERMINATION

Section 11.1. Termination for Material Breach. Either party may terminate this Agreement, by written notice effective 30 days after receipt, for Material Breach. For purposes of this Section 11.1, a "Material Breach" shall consist of the following:

a. the failure of a party to pay any amount owed hereunder to the other party when due and the continuation of such default for a period of five days after receipt of notice; or

b. the failure of a party to perform any other duty or obligation on its part hereunder for a period of 30 days after receipt of notice, or for such longer period as may be necessary to effectuate a cure of such default provided that such default is capable of being cured and the defaulting party has commenced the cure within such 30-day period and is proceeding with due diligence to effect such cure.

The discontinuance or correction of a Material Breach shall constitute a cure thereof.

Section 11.2. Tribe's Right to Terminate Agreement. In addition to its ability to terminate this Agreement for a Material Breach by the Manager, the Tribe may terminate this Agreement, by written notice effective 30 days after receipt, if:

a. the Enterprise or any material aspect of Gaming at the Facility is determined by the Department of the Interior of the United States of America or the NIGC, after all appellate reviews have been exhausted, or by a final judgment of a court of competent jurisdiction, to be unlawful under federal law;

b. the Tribe has reason to believe that the performance by it or the Manager of any obligation imposed under this Agreement may reasonably be expected to result in the breach of any Legal Requirement and the parties have been unable to agree upon waiver of such performance within 30 days of written notice given by the Tribe;

c. a member or an officer of the Manager is convicted of a felony or a misdemeanor offense in the performance of the Manager's duties hereunder; provided, that such a conviction shall not give rise to a right of the Tribe to terminate this Agreement if the Manager terminates such individual's relationship with the Manager within ten days after receiving notice of the conviction; or

d. the Manager is declared bankrupt, a voluntary petition for bankruptcy is filed, a receiver is appointed for any portion of the Manager's property in any judicial proceeding, or the Manager shall make or attempt to make an assignment for creditors or take advantage of any insolvency law.

Section 11.3. Manager's Right to Terminate Agreement. In addition to its ability to terminate this Agreement for a Material Breach by the Tribe, the Manager may terminate this Agreement, by written notice effective 30 days after receipt, if:

a. the Enterprise or any material aspect of Gaming at the Facility is determined by the Department of the Interior of the United States of America or the NIGC, after all appellate reviews have been exhausted, or by a final judgment of a court of competent jurisdiction, to be unlawful under federal law;

b. Unless Manager notifies the Tribe that it elects to proceed under the provisions of Section 14.21.1, the Manager has been notified by any regulatory agency that the performance by it of any obligation imposed by this Agreement will jeopardize the retention of any license, or approvals granted thereunder, held by the Manager, any Affiliate of the Manager or any of its members in any other jurisdiction, and the Tribe refuses to allow the Manager to immediately rectify any such complaint; or

c. the Manager has reason to believe that the performance by it or the Tribe of any obligation imposed under this Agreement may reasonably be expected to result in the breach of any Legal Requirement and the parties have been unable to agree upon waiver of such performance within 30 days written notice by the Manager.

Section 11.4. Provisions Applying to any Termination. The following provisions shall apply to any termination of this Agreement under this Article XI.

a. During the 30-day notice period, either party may submit to arbitration, under the dispute resolution provisions of this Agreement at Section 14.3, the matter alleged to give rise to the right of termination.

b. Regardless of the reason giving rise to termination, the parties shall retain all money previously paid to them pursuant to this Agreement, the Tribe shall retain title to all Enterprise and Facility fixtures, improvements, supplies, equipment, funds and accounts, subject to the rights of the Manager under any security agreement, and the Manager shall retain the rights to any accrued and unpaid Management Fee due under Section 3.3 or the reimbursement of any amounts advanced by the Manager under Section 4.15.3, 4.20 or 6.2.

c. Any Net Revenues accruing through the date of termination shall be distributed in accordance with Article VI.

d. The Manager shall continue to have the right to repayment of unpaid principal and interest and other amounts due to the Manager or outstanding and guaranteed by the Manager (if the Manager is called on to pay under such guaranty) under the Comerica Loan, any related security documents or any other agreements entered into pursuant hereto, as provided (as to the Comerica Loan and guaranty) in an Amended and Restated Reimbursement Agreement between the Tribe, Manager

and Thomas Celani to be executed at or prior to the closing on the Loan, as it may be amended, restated or supplemented from time to time

e. Any claim of Manager against the Tribe, or of Tribe against the Manager, shall be subject to their respective rights of recoupment and setoff, if any.

ARTICLE XII

CONCLUSION OF TERM

Section 12.1. Transition; Undistributed Net Revenues. Upon the conclusion or the termination of this Agreement, the Manager shall take reasonable steps for the orderly transition of management of the Enterprise to the Tribe or its designee pursuant to a transition plan agreed to by the Tribe and the Manager in accordance with Section 14.4. If the Enterprise has accrued Net Revenues which have not been distributed under Article VI of this Agreement, the Manager shall receive that Management Fee equal to that Management Fee it would have received had the distribution occurred during the Term of this Agreement.

ARTICLE XIII

CONSENTS AND APPROVALS

Section 13.1. Tribe. Where approval or consent or other action of the Tribe is required, such approval shall, unless otherwise provided herein, mean the written approval of the Tribal Council evidenced by a resolution thereof, certified by the Tribal Council Recorder as having been duly adopted.

Section 13.2. Manager. Where approval or consent or other action of the Manager is required, such approval shall mean the written approval of one of the managers of the Manager.

Section 13.3. Approvals and Consents not to be Delayed. No approval, consent or action required of the Tribe or the Manager hereunder shall be unreasonably withheld or delayed; provided that the foregoing does not apply where a specific provision of this Agreement allows the Tribe or the Manager an absolute right to deny approval or consent or withhold action.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.1. Recording. At the option of the Tribe, the Manager or the Business Board, any security agreement related to the financing of the Facility may be recorded in any public records. Where such recording is desired in any relevant recording office maintained by the Tribe or in the public records of the BIA, the Tribe will accomplish such recording.

Section 14.2. No Joint Venture. The parties agree that it is not their intent, and that this Agreement shall not be construed, to create a joint venture between the Tribe and the Manager; rather, the Manager shall be deemed to be an independent contractor for all purposes hereunder. Neither the Tribe nor the Manager shall have the power to bind or obligate the other except as set forth in this Agreement.

Section 14.3. Dispute Resolution.

14.3.1 General. The Tribe and the Manager each warrants that it will use its best efforts to negotiate an amicable resolution of any dispute between the parties hereto arising from this Agreement, whether as to the operation of the Enterprise or the respective rights and liabilities of the Tribe and the Manager hereunder. If the Tribe and the Manager are unable to negotiate an amicable resolution of a dispute within a reasonable period of time, not less than two weeks, either party may refer the matter to arbitration under this Agreement.

14.3.2. Arbitration. The Tribe and the Manager agree that any dispute, controversy or claim arising out of or relating to this Agreement or other obligation between the parties that cannot be resolved through the negotiations conducted pursuant to Section 14.3.1 shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the demand for arbitration is made, and the Federal Arbitration Act. The parties agree that binding arbitration shall be the sole remedy as to all disputes arising out of this Agreement. The arbitration shall take place in Manistee County, Michigan, or such other place as the parties may agree. Notwithstanding the foregoing or any other provision of this Agreement, an arbitrator shall not have the power to compel, overturn, negate or in any manner modify any Governmental Action. The preceding sentence does not prevent an arbitrator from determining that the taking of any Governmental Action, or the failure to take any Governmental Action, constitutes a breach of this Agreement by the Tribe, thereby resulting in liability on the part of the Tribe for damages or other remedies in favor of the Manager as provided in this Agreement.

14.3.3. Arbitration Procedure. Arbitration may be initiated by written notice pursuant to Section 14.5. Within seven days thereafter, each party shall notify the other party of its nominee for an arbitrator. If the Tribe and the Manager can agree upon the nomination of a single arbitrator for the dispute, such person shall serve as sole arbitrator of the dispute. If the Tribe and the Manager do not agree upon the nomination of a single

arbitrator, each party's nominee shall serve as arbitrator upon a panel of three, and those two arbitrators shall select a third arbitrator to serve with them within two weeks. The arbitrators shall commence proceedings within 30 days after their appointment, and shall hold proceedings providing each party with a fair opportunity to present its side of the dispute, together with any documents or other evidence relevant to resolution of the dispute. The arbitration decision shall be signed by the arbitrators and shall be made within 30 days after all evidence relevant to resolution of the dispute has been received by the arbitrators. The arbitration decision shall be final and binding upon the Tribe and the Manager unless, during or following completion of the arbitration proceedings, the Tribe and the Manager have met and arrived at a different settlement of the dispute. The costs of the arbitration shall be borne equally by the parties, unless the arbitrator(s) rule otherwise. In rendering its decision and award, if any, the arbitration panel shall not alter or otherwise modify the provisions of this Agreement.

14.3.4. Judicial Enforcement of Arbitration Provisions. If enforcement of a settlement or arbitration decision become necessary by reason of failure of one or both parties to implement its terms voluntarily, or if either the Tribe or the Manager refuses to participate in arbitration as provided in Section 14.3.3, the Tribe and the Manager agree that the matter may be resolved by judicial resolution and enforcement, and that any action to confirm or enforce an arbitration award or to compel arbitration brought in the United States District Court for the Western District of Michigan or other court of competent jurisdiction other than Tribal Court, shall be governed by the Federal Arbitration Act, or, if brought in Tribal Court, by the Tribal Arbitration Code; provided, however, that any injunction against the Tribe shall not mandate, preclude or affect payment of any funds of the Tribe other than undistributed or future Net Revenues of the Facility, and shall not relate to any assets of the Tribe other than those specified in § 14.3.10. Any proceeding in Tribal Court to confirm or enforce an arbitration award or to compel arbitration will be subject to the Tribal Arbitration Ordinance.

14.3.5. Waiver of Sovereign Immunity. Subject to the further provisions of this Section 14.3, the Tribe expressly waives its sovereign immunity from suit for the purpose of permitting or compelling binding arbitration as provided in this Section 14.3, or enforcing any such arbitration award, and consents to be sued, in accordance with this Section 14.3, in any of the following: (i) in the United States District Court for the Western District of Michigan, the United States Court of Appeals for the Sixth Circuit, and the United States Supreme Court, (ii) any tribal court system established by the Tribe, and (iii) if the foregoing forums lack jurisdiction, in the Michigan State Court system or any other court of competent jurisdiction. By this Agreement, the Tribe does not waive, limit or modify its sovereign immunity from unconsented suit, except as set forth in this Section 14.3. The Tribe's waiver of its sovereign immunity in this Agreement only extends to disputes over the specific written rights and duties of the Tribe and the Manager pursuant to (i) this Agreement, and (ii) the Security and Reimbursement Agreement and any other documents relating to the Comerica Loan Agreement.

14.3.6 Time Period. The waiver granted herein shall commence as of the date of execution and delivery of this Agreement and shall continue for the longer of (i) 64

following the expiration, termination, or cancellation of this Agreement , (ii) the payment in full of all sums due to Manager under this Agreement, or (iii) payment in full of the Comerica Loan, except that the waivers shall remain effective for any proceedings then pending, and all appeals therefrom. 64

14.3.7. Recipients of Waiver. The waiver of sovereign immunity is limited to:

(i) the Manager;

(ii) any assignee of a valid assignment, pursuant to Section 14.21, of the Manager's interest in this Agreement; and

(iii) any person who is a member, officer or principal of the Manager or any such assignee, during the term of this Agreement and any extension thereof.

14.3.8. Federal Question. The Tribe and the Manager agree that judicial resolution and enforcement of any dispute between the Tribe and the Manager under this Agreement, or a settlement or arbitration decision with respect thereto, involves questions of federal law and shall be resolved pursuant to applicable federal law and applicable tribal law to the extent that applicable tribal law is not inconsistent with the applicable federal law and this Agreement.

14.3.9. Service of Process. In any such suit, service on the Tribe shall be effective, if made by certified mail, return receipt requested, to the Tribal Ogema and the Tribal Council Recorder in accordance with Section 14.5.

14.3.10. Limitation Upon Enforcement. Damages awarded against the Tribe in satisfaction of any enforcement proceedings under this Agreement and any related security documents, if any, shall in all cases be subject to the Tribe's right of recoupment and setoff. Damages under this Agreement shall be awarded and satisfied only from the following:

(i) all assets of the Facility and of any other Gaming facility which is operated by or for the Tribe, whether or not operated under this Agreement, not including any property held in trust for the Tribe by the United States of America;

(ii) all undistributed and future Net Revenues of the Facility or of any other Gaming facility which is operated by or for the Tribe, whether or not operated under this Agreement; and

(iii) Funds in the Capital Replacement Reserve or the Repair and Replacement Account established under the Springing Depository Agreement.

Damages awarded against the Tribe shall not constitute a lien upon or be collectable from revenues of the Facility, or of any other Gaming facility owned or

operated by the Tribe, if such revenues have been distributed to the Tribe; from any assets purchased by the Tribe from any such distributions; or from any other income or assets of the Tribe, except with the Tribe's consent.

14.3.11. Waiver of Sovereign Immunity Irrevocable. The Tribe agrees that the waiver of sovereign immunity contained in this Section 14.3 is irrevocable.

Section 14.4. New Management Agreement.

14.4.1 On or before one year prior to the end of the Term of this Agreement, the Tribe shall give the Manager notice of its intent regarding its willingness to enter into negotiations for a new management agreement to be effective upon the conclusion of this Agreement.

14.4.2 Manager shall submit to the Tribe, no later than (a) one year prior to the expiration of the Term or (b) 30 days after the Tribe's notification to Manager that it will exercise its Buy-Out Option, a proposed transition plan on the assumption that the Term of this Agreement will not be extended. The plan shall be sufficient to allow the Tribe to operate the Enterprise, shall provide for the orderly transition of the management of the Enterprise, shall be consistent with the Training and Compliance Plan, and shall be subject to the reasonable review and approval of the Tribe. If the Tribe and the Manager are unable to agree to the terms of a new management agreement or if the Tribe decides not to enter into negotiations for a new management agreement, then the Tribe and the Manager shall agree upon a transition plan within 30 days following notice from the Tribe to the Manager of its intention not to negotiate a new management agreement.

Section 14.5. Notice. Any notice required to be given pursuant to this Agreement shall be delivered to the appropriate party by overnight courier or by Certified Mail, return receipt requested, addressed as follows:

If to the Tribe:	Little River Band of Ottawa Indians 375 River Street Manistee, MI 49660 Attn: Tribal Ogema
with a copy to:	Attn: Tribal Council Recorder
and to:	Tribal Attorney Little River Band of Ottawa Indians 375 River Street Manistee, MI 49660
If to Manager:	Manistee Gaming LLC

34900 Grand River Avenue
Farmington Hills, Michigan 48335
Attn: Mr. Tom Celani

and to:

James Oegema, Esq.
42875 Grand River Avenue
Suite 201
Novi, MI 48375

or to such other different address(es) as the Manager or the Tribe may specify in writing using the notice procedure called for in this Section 14.5. Any such notice shall be deemed given three days following deposit in the United States mail, certified mail, postage prepaid, one day after delivery to Federal Express or another recognized overnight delivery service, or upon actual delivery, whichever first occurs.

Section 14.6. Authority to Execute and Perform Agreement. The Tribe and the Manager represent and warrant to each other that they each have full power and authority to execute this Agreement and to be bound by and perform the terms thereof. On request, each party shall furnish the other evidence of such authority.

Section 14.7. Manager's Contractual Authority. The Manager is authorized to make, enter into and perform in the name of and for the account of the Tribe, doing business as the Enterprise, such contracts as are deemed necessary by the Manager to perform its obligations under this Agreement, provided such contracts comply with the terms and conditions of this Agreement, including but not limited to, Section 4.2.4, and provided such contracts do not obligate the Enterprise to pay sums not approved in the Operating Budget and Annual Plan or the Capital Budget.

Section 14.8. Further Actions. The Tribe and the Manager 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 14.9. Defense of Claims. Except for disputes between the Tribe and Manager and claims relating to the Tribe's status as a federally recognized Indian tribe or the trust status of the Property or as otherwise specifically provided in this Agreement, the Manager shall bring or defend any claim or legal action brought against the Enterprise, the Tribe or the Manager in connection with the operation of the Enterprise; provided, however, that (i) the Business Board must approve bringing litigation or arbitration relating to claims in excess of [ ] and (ii) the Tribal Council must approve bringing litigation or arbitration relating to claims in excess of [ ] and provided further, that the Tribe, through its general counsel, shall approve retention of legal counsel, accountants and such other professionals, consultants and specialists as Manager deems appropriate to assert or defend. The Manager shall provide the Tribal Council and Tribal Gaming Commission with notice of any such claim or legal action. All liabilities, costs and expenses, including reasonable attorneys' fees and disbursements incurred in defending and/or settling any such claim or legal action which are not covered by insurance shall be an Operating Expense. Nothing contained herein is a grant to the Manager of the right to waive the

64

Tribe's or the Enterprise's sovereign immunity; that right is strictly reserved to the Tribal Council, and shall, at the option of the Tribe, be asserted by the Tribe through its counsel, whose fees and expenses relating to the Enterprise shall be an Operating Expense. Any settlement of a third party claim or cause of action against the Tribe or the Enterprise shall require the approval of the Business Board and the Tribal Council.

Section 14.10. Waivers. No failure or delay by the Manager 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 14.11. Captions. The captions for each Section and Subsection are intended for convenience only.

Section 14.12. Severability. If any of the terms and provisions hereof shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or provisions hereof. If, however, any material part of a party's rights under this Agreement shall be declared invalid or unenforceable (specifically including the Manager's right to receive its Management Fees), the party whose rights have been declared invalid or unenforceable shall have the option to terminate this Agreement upon 30 days written notice to the other party, without liability on the part of the terminating party.

Section 14.13. Interest. Except as otherwise provided in any other agreement between the Tribe and the Manager, any amounts advanced by the Manager or the Tribe related to the operation of the Enterprise shall accrue interest at same rate as the Loan.

Section 14.14. Third Party Beneficiary. This Agreement is exclusively for the benefit of the parties hereto, 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 as such are authorized by this Agreement.

Section 14.15. Brokerage. The Manager and the Tribe represent and warrant to each other that neither has sought the services of a broker, finder or agent in this transaction, and neither has employed, nor authorized, any other person to act in such capacity. The Manager and the Tribe shall each indemnify and hold the other harmless from and against any and all claims, loss, liability, damage or expenses (including reasonable attorneys' fees) suffered or incurred by the other party as a result of a claim brought by a person or entity engaged or claiming to be engaged as a finder, broker or agent by the indemnifying party.

Section 14.16. 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 14.17. Estoppel Certificate. The Manager and the Tribe 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 and such other information relating to the Enterprise as may be reasonably requested.

Section 14.18. 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 Michigan, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

Section 14.19. Exhibits. All Exhibits attached hereto are incorporated herein by reference and made a part hereof as if fully rewritten or reproduced herein.

Section 14.20. 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 permitted assigns.

Section 14.21. Permitted Assignment; Subcontracting.

14.21.1 Assignment. Manager can assign this Agreement with the Tribe's consent, which will not be unreasonably withheld, on the following conditions:

A. The assignment must be written and on arms-length terms, the assignee must not be affiliated with Manager or Tom Celani, and the terms of the assignment and all related documents must be fully disclosed to the Tribe;

B. The assignee must have successfully managed a casino of equal or greater size than the Permanent Facility and must have been approved as a casino manager by the NIGC;

C. The Chairman of the NIGC or his authorized representative must have approved the assignment, after a complete background investigation of the proposed assignee; and

D. Either:

(I) If an Adverse TOMAC Decision has occurred, the Tribe will have the right to terminate the Management Agreement rather than consent to such an assignment, provided that[

] or

64

(II) If an Adverse TOMAC Decision has not occurred, the Tribe will have the right to terminate the Management Agreement rather than consent to such an assignment, provided that[

] 64

64

64

For purposes of this subsection, "Adverse TOMAC Decision" means that (a) the Michigan Supreme Court has issued a decision materially adverse to the Tribe in the TOMAC litigation, and (b) the Michigan Gaming Control Board has informed Tom Celani or Manager in writing that, because of such adverse decision, it intends to refuse to renew Thomas Celani's gaming license or that it intends to suspend, revoke, restrict, or place conditions on Thomas Celani's license if Manager does not terminate its relationship with the Tribe's casino.

14.21.2 Subcontracting. The Tribal Council's consent shall be required for the subcontracting by the Manager of any of its obligations hereunder, even if the Manager remains fully bound by the terms and conditions of this Agreement.

Section 14.22. Time is of the Essence. Time is of the essence in the performance of this Agreement.

Section 14.23. Confidential and Proprietary Information; Affiliate Disclosure; Arms Length Contracts.

14.23.1. Confidential Information. Both parties agree that any information received concerning the other party during the performance of this Agreement, regarding the parties' organization, financial matters, marketing plans, or other information of a proprietary nature ("Confidential Information"), will be treated by both parties in full confidence and will not be revealed to any other person, firm or organization except as required to allow the Manager and the Tribe to perform their respective covenants and obligations hereunder, or in response to legal process or appropriate and necessary inquiry of a government agency having jurisdiction over the Tribe's gaming operation. This provision shall survive the termination of this Agreement for a period of two years.

The obligations not to use or disclose the Confidential Information shall not apply to Confidential Information which (a) has been made previously available to the public by the Tribe or the Manager or becomes generally available to the public, unless the Confidential Information being made available to the public results in a breach of this Agreement, (b) prior to disclosure to the Tribe or the Manager was already rightfully in any such person's possession, or (c) is obtained by the Tribe or the Manager from a third party who is lawfully in possession of such Information and not in violation of any contractual, legal or fiduciary obligation to the Tribe or the Manager with respect to such Confidential Information and who

does not require the Tribe or the Manager to refrain from disclosing such Confidential Information to others.

14.23.2. Manager's Proprietary Information. The Tribe agrees that the Manager has the sole and exclusive right, title and ownership to:

(i) certain proprietary information, techniques and methods of operating gaming businesses,

(ii) certain proprietary information, techniques and methods of designing games used in gaming businesses, and

(iii) certain proprietary information, techniques and methods of training employees in the gaming business.

The Tribe further agrees to maintain the confidentiality of such Manager's Proprietary Information and, upon the termination of this Agreement, to return same to the Manager, including but not limited to, documents, notes, memoranda, lists, computer programs and any summaries of such Manager's Proprietary Information; provided, however, that (a) the Tribe shall have the right to maintain copies of any such items when the same are required for proper Enterprise record keeping; (b) Manager grants the Tribe a non-exclusive license to use such Proprietary Information in connection with the Facility, whether or not this Agreement has been terminated, bought out or expired, and the Tribe may retain such items as are necessary for the Tribe to realize the benefit of that license; and (c) Manager shall inform the Business Board and the Tribal Council in writing, at or before execution of this Agreement, of all such information, techniques and methods it asserts is proprietary, and shall update such disclosure promptly upon delivery of additional proprietary information, techniques and methods to the Enterprise (but such notification shall not bind the Tribe as to whether such information is in fact proprietary). Manager's Proprietary Information specifically excludes any information or document that would otherwise fall within (i), (ii) or (iii) of this Section 14.23.2, if same is prepared, designed or created specifically for the use and benefit of the Enterprise, if the information or documents is otherwise available in the public domain, or if the information or document was obtained by the Tribe from a third party whose disclosure to the Tribe was not wrongful as to Manager. Prior to the installation of any information technology system at the Enterprise, the Manager will advise the Business Board in writing whether the same falls into the category of Manager's Proprietary Information. If there is a generally equivalent system available, the Business Board shall decide whether the proprietary or a non-proprietary system should be used.

14.23.3 Affiliate Disclosure. Manager warrants that it has fully disclosed all of its Affiliates to the Tribal Gaming Commission, and will amend that disclosure as required by the Tribal Gaming Commission, the Tribal Gaming Ordinance, and all regulations issued by thereunder.

14.23.4 Arms Length Contracts. No contracts for the design, construction or equipping of the Facility, or relating to the operation of the Facility, shall be entered into by Manager or the Enterprise with Affiliates of Manager or its members, or Affiliates of the

Tribe, unless the affiliation is disclosed in writing to the Business Board and the Tribal Council and the contract terms are no less favorable than those that could be obtained from nonaffiliated contractors or suppliers; provided that any Affiliate of the Tribe shall have the benefit of Indian preference under Section 4.13.

Section 14.24. Patron Dispute Resolution. The Manager shall submit all patron disputes concerning play to the Tribal Gaming Commission pursuant to the Tribal Gaming Ordinance, the Compact (to the extent applicable) and the regulations promulgated thereunder.

Section 14.25. Modification. Any change to or modification of this Agreement must be in writing signed by both parties hereto and shall be effective only upon approval by the Chairman of the NIGC.

Section 14.26. Entire Agreement. As of the Effective Date, this Agreement, including the Schedules and Exhibits referred to herein , which are expressly incorporated herein by reference, constitutes the entire understanding and agreement of the parties hereto; amends, restates and supersedes the 1999 Management Agreement; and supersedes all other prior agreements and understandings, written or oral, between the parties. Until the Effective Date occurs, the 1999 Management Agreement shall remain in full force and effect.

Section 14.27. 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 the United States Department of the Interior, the BIA, the NIGC, the office of the Field Solicitor, the Compact, or any applicable statute, rule or regulation 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 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 the Manager under this Agreement or any other agreement or document related hereto.

Section 14.28. 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.

Section 14.29. Standard of Reasonableness. Unless specifically provided otherwise, all provisions of this Agreement and all collateral agreements shall be governed by a standard of reasonableness.

Section 14.30. Letter of Intent; Development Agreement. The Letter of Intent and the Development Agreement are terminated.

Section 14.31 Buyout. The Tribe shall have the right, beginning after the Commencement Date, to buy out the remaining term of this Agreement (the "Buyout Option"), provided that

Section 14.32. Change in Control. Manager agrees to inform the Tribe within thirty days after it undergoes a Change of Control. "Change of Control," for purposes of this provision, means (I) the merger, consolidation or other business combination of Manager with, or acquisition of all or substantially all of the assets of Manager by, any other entity; (II) Thomas Celani's ceasing to be the owner (directly or through an entity wholly owned by him) of a majority of the equity interests in Manager; or (III) Thomas Celani's ceasing to be a manager of Manager, directly or through one or more entities directly owned by him.

Section 14.33. Restrictions on Collateral Development. Manager agrees that during the Term of this Agreement (as it may be extended) and after the expiration of the Term, neither it nor any present or future Affiliate will directly or indirectly purchase any land for commercial purposes or operate, manage, develop or have any direct or indirect interest in any commercial facilities or business venture located within of the Facility without the prior written consent of the Tribe.

Section 14.34. Governing Law. This Agreement, the rights of the parties hereunder and the interpretation hereof shall be governed by, and construed in accordance with, the substantive laws of the State of Michigan and applicable federal law and, as to proceedings in Tribal Court to enforce an arbitration or compel arbitration, the Tribal Arbitration Code.

Section 14.35. Agreement Void. This Agreement shall be void and of no effect if the Effective Date does not occur on or before April 1, 2002 .

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

LITTLE RIVER BAND OF OTTAWA INDIANS
375 River Street
Manistee, Michigan 49660

By: _____

MANISTEE GAMING LLC, a Michigan limited liability company
34900 Grand River Avenue
Farmington Hills, Michigan 48335

by: Action Manistee LLC, a Michigan limited liability company, its Manager

By: _____
Thomas Celani, its Manager

Approved pursuant to 25 U.S.C. § 2711 and 25 U.S.C. § 81:

NATIONAL INDIAN GAMING COMMISSION

Dated: Jan 23, 2002

By: _____
Montie R. Deer, Chairman