FIRST AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS FIRST AMENDED AND RESTATED MANAGEMENT AGREEMENT (the "Agreement") is entered into as of May 21, 2003, by and between the San Pasqual Band of Mission Indians, a federally recognized Indian tribe ("Tribe"), and Siren Gaming, LLC, a Nevada limited liability company ("Manager").

In consideration of the following recitals, promises and agreements, the Tribe and Manager hereby agree as follows:

ARTICLE I

RECITALS AND GENERAL TERMS

1.1 Tribal Recognition. The Tribe is recognized by the United States Secretary of the Interior as (i) eligible for the special programs and services provided by the United States to Indians because of their status as Indians, and (ii) having powers of self government.

1.2 The Gaming Site. The property described in **Exhibit A** attached hereto (the "Gaming Site") constitutes land over which the Tribe exercises governmental power and which is held in trust by the United States for the benefit of the Tribe. The Gaming Site is "Indian Land" as that term is used in the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. ("IGRA"), and can be used for gaming activities.

1.3 Tribal Approval. Under the Constitution of the Tribe, the General Council (the "Council") has the power to approve and enter into contracts or agreements providing for business and economic development endeavors by the Tribe.

1.4 Manager's Rights. The Tribe desires to grant to Manager, and Manager desires to accept from the Tribe, the exclusive right and obligation to manage, operate and maintain the Enterprise during the term of this Agreement in conformance with the provisions of this Agreement.

1.5 Federal Law. This Agreement is entered into pursuant to IGRA and the regulations adopted pursuant thereto by the National Indian Gaming Commission (the "Commission"), as such Act and regulations may be amended from time-to-time.

1.6 Gaming Control Ordinance. The Tribe has adopted the San Pasqual Tribal Gaming Commission Ordinance, dated April 11, 1999, and approved by the NIGC on July 19, 1999, and an Indian Gaming Regulatory Act Compliance Ordinance, dated November 29, 1998, and approved by the NIGC on October 19, 2000 (collectively the "Gaming Control Ordinance").

1.7 Tribal-State Compact. The Tribe has entered into a tribal-state compact with the State of California for the conduct of class III gaming on the Reservation, dated October 8, 1999, which Compact was approved by the Secretary of the Interior as required by IGRA on May 5, 2000, (the "Compact"). Class III gaming under this Agreement will be conducted in accordance with the Compact.

1.8 Licensure. The Manager has submitted to the Tribal Gaming Commission the materials required under Sections 6.4 and 6.5 of the Compact in connection with issuance of the tribal gaming license required under the Compact and the Tribal Gaming Commission has forwarded those materials to the State Gaming Agency as required by the Compact.

ARTICLE II
DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

2.1 Additional Payments. "Additional Payments" shall mean the payments designated as such, and due by the Tribe to Sealaska Properties, LLC, under the Promissory Note, dated February 20, 2001, as amended and restated as of December 3, 2002.

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

2.3 Ancillary Infrastructure. "Ancillary Infrastructure" shall mean the roads, waste water treatment facilities, water system, sewer system, drainage, flood control and grading services, and other infrastructure that serves the Gaming Site either directly or indirectly.

2.4 Ancillary Facilities. "Ancillary Facilities" shall mean any resort, lodging, recreational or similar facilities, including but not limited to hotels, resorts, golf courses, entertainment facilities, conference centers, recreational vehicle parks, spas, tennis centers or other amenities, if any, located on the Gaming Site and operated in conjunction with the Facility, together with such additions, expansions, replacements, deletions and modifications thereto as are implemented during the term of this Agreement.

2.5 Business Committee. "Business Committee" shall mean the Business Committee of the Tribe, established under the Constitution of the Tribe.

2.6 Chief Financial Officer. "Chief Financial Officer" shall mean the chief financial officer of the Enterprise pursuant to Section 5.4 below.

2.7 Commission. "Commission" shall be as defined in Section 1.5 above.

2.8 Compact. "Compact" shall be as defined in Section 1.7 above.

2.9 Council. "Council" shall mean the General Council of the Tribe identified in Section 1.3 above.

2.10 Depository Agreement. "Depository Agreement" shall mean the Depository Agreement between the Tribe and Bank of America, N.A., as Depository, as the same may be amended or revised from time to time, or any successor agreement thereto.

2.11 Depreciation and Amortization. "Depreciation and Amortization" shall mean all deductions from Gross Revenues permitted under GAAP to reflect the useful lives of the assets of the Enterprise.

2.12 Distributable Cash. "Distributable Cash" shall be as defined in Section 7.4(a) below.

2.13 Effective Date. "Effective Date" shall mean the date on which this Agreement is approved by the Chairman of the Commission and any other required federal approvals, if any, are obtained.

2.14 Enterprise. "Enterprise" shall mean any commercial enterprise of the Tribe authorized to conduct Gaming at the Facility and to conduct any other lawful activity at the Facility, any Ancillary Facility and any Future Development. The Enterprise is not a legal entity separate from the Tribe.

2.15 Executive Committee. "Executive Committee" shall mean the committee described in Section 3.5 below.

2.16 Facility. "Facility" shall mean the structure on the Gaming Site in which Gaming and other activities of the Enterprise are conducted, which is also known as the Valley View Casino.

2.17 Fiscal Year. "Fiscal Year" shall mean the 12-month period designated by the Executive Committee as the fiscal year of the Enterprise, which is presently January 1 to December 31.

2.18 Future Development. "Future Development" shall mean any or all of the following: (a) expansion of the Facility; (b) any other facility at which Gaming is conducted on the San Pasqual Indian Reservation; and (c) all Ancillary Facilities.

2.19 GAAP. "GAAP" shall mean generally accepted accounting principles consistently applied as to tribal casinos in the gaming industry, as required under IGRA.

2.20 Gaming. "Gaming" shall mean activities defined as class II and class III gaming under IGRA which may lawfully be conducted at the Gaming Site.

2.21 Gaming Control Ordinance. "Gaming Control Ordinance" is defined in Section 1.6 above.

2.22 Gaming-Related Operating Expense. "Gaming-Related Operating Expense" shall mean an Operating Expense incurred by the Enterprise in conducting Gaming and chargeable as such under GAAP.

2.23 Gaming Site. "Gaming Site" shall mean the property described in **Exhibit A** attached hereto and as further referred to in Section 1.2 above. The Gaming Site is located on the Reservation.

2.24 General Manager. "General Manager" shall mean the general manager of the Enterprise appointed pursuant to Section 5.3 below.

2.25 Governmental Action. "Governmental Action" shall mean any resolution, ordinance, statute, regulation, or decision, regardless of form, having the force of law or constituting legally authorized action of the Tribe or any instrumentality or agency of the Tribe.

2.26 Gross Gaming Revenues. "Gross Gaming Revenues" shall mean all revenues of the Enterprise attributable to Gaming as determined in accordance with GAAP, but excluding tribal tax revenues authorized under Section 6.1 below.

2.27 Gross Non-Gaming Revenues. "Gross Non-gaming Revenues" shall mean all revenues of the Enterprise attributable to non-gaming activities as determined in accordance with GAAP, but excluding tribal tax revenues authorized under Section 6.1 below.

2.28 Gross Revenues. "Gross Revenues" shall mean all Gross Gaming Revenues and Gross Non-Gaming Revenues of the Enterprise, less prizes and payouts as determined in accordance with GAAP.

2.29 Guaranteed Shortfall Payment. "Guarantee Shortfall Payment" shall be as defined in Section 7.3(a) below.

2.30 IGRA. "IGRA" shall be as defined in Section 1.5 above.

2.31 Management Fee. "Management Fee" shall be as defined in Section 7.2 below.

2.32 Management Fee Base. "Management Fee Base" shall be the sum of Net Revenues and the Additional Payments.

2.33 Manager. "Manager" shall mean Siren Gaming, LLC, as more fully described in the first paragraph of this Agreement, and its permitted successors and assigns.

2.34 Manager Representatives. "Manager Representatives" shall mean the representatives of the Manager designated by the Manager pursuant to Section 3.5 below.

2.35 Net Gaming Revenues. "Net Gaming Revenues" shall mean the Gross Gaming Revenues, less:

(a) Amounts paid as or for prizes; and

(b) Gaming-Related Operating Expenses (excluding the Management Fee).

2.36 Net Non-Gaming Revenues. "Net Non-Gaming Revenues" shall mean the Gross Non-Gaming Revenues less Non-Gaming-Related Operating Expenses (excluding the Management Fee).

2.37 Net Revenues. "Net Revenues" shall mean the sum of Net Gaming Revenues and Net Non-Gaming Revenues.

2.38 Non-gaming-Related Operating Expense. "Non-gaming Related Operating Expenses" shall mean an Operating Expense incurred by the Enterprise in conducting non-gaming activities and chargeable as such under GAAP.

2.39 Operating Expense. "Operating Expense" shall mean any expense of the Enterprise incurred in managing and conducting either Gaming or Non-gaming activities, as determined in accordance with GAAP, and any other expense specifically designated as an "Operating Expense" in this Agreement. For purposes of eliminating any doubt, depreciation, amortization and interest expenses with respect to the Enterprise, including the Additional Payments, all as determined in accordance with GAAP, shall constitute Operating Expenses.

2.40 Reservation. "Reservation" shall mean the federally recognized reservation of the Tribe located within the borders of the State of California.

2.41 Sealaska. "Sealaska" shall mean Sealaska Corporation, an Alaska Native corporation, or Sealaska Properties, LLC, an Alaska limited liability company, as the context may determine.

2.42 State. "State" shall mean the State of California.

2.43 Supplemental Distribution Shortfall Payments. "Supplemental Distribution Shortfall Payments" is defined in Section 7.3(b), below.

2.44 Supplemental Distributions. "Supplemental Distributions" is defined in Section 7.3(b), below.

2.45 Term. "Term" is defined in Section 3.2 below.

2.46 Termination Date. "Termination Date" shall mean the date that is five (5) years after the Effective Date, or such shorter period as may be approved by the National Indian Gaming Commission.

2.47 Tribal Gaming Commission. "Tribal Gaming Commission" shall mean the San Pasqual Tribal Gaming Commission, as established under the Gaming Control Ordinance.

2.48 Tribal Guarantee. "Tribal Guarantee" shall have the meaning assigned in Section 7.3(a) below.

2.49 Tribal Representatives. "Tribal Representatives" shall mean the representatives of the Tribe designated by the Tribe pursuant to Section 3.5 below.

2.50 Tribe. "Tribe" shall mean the San Pasqual Band of Mission Indians as identified in the first paragraph of this Agreement, and its permitted successors and assigns.

ARTICLE III

RETENTION OF MANAGER; LICENSING; EXECUTIVE COMMITTEE

3.1 Manager Retained. The Tribe hereby exclusively retains and engages Manager to perform, during the Term, the management of the Enterprise in accordance with all of the provisions of this Agreement. Manager hereby accepts such retention and engagement.

3.2 Term of Agreement. Except as provided in Article XI, below, this Agreement shall become effective on the Effective Date and shall remain in effect until the earlier of (a) the date this Agreement is terminated under Article XIII, below; or (b) the Termination Date (the "Term").

3.3 Licensing.

(a) Tribal and State Licensing. Manager acknowledges that Manager and Manager's members, directors and executive officers engaged in the management and operation of Gaming, and members holding at least 10% of the equity interest in Manager will be required to be licensed by the Tribe and certified by the State under the Gaming Control Ordinance and the Compact. Manager has applied for such license and certification and has caused such directors, executive officers and members to apply for such licenses and certifications. The Tribe shall grant any such application if the applicant complies with the licensing standards stated in the Gaming Control Ordinance and the Compact. The Tribe shall not unreasonably deny any such tribal gaming license and once granted, such licenses shall be renewed and shall not be revoked during the term of this Agreement, except as authorized under the Gaming Control Ordinance, IGRA and the Compact and for just cause in accordance with due process under the law. All costs associated with such licensing shall be paid by Manager. In the event that an individual associated with Manager has a gaming license application denied for any reason, then Manager shall have the right to cause any such individual to sever any and all relationship(s) with Manager so as to maintain Manager's ability to receive and/or maintain the licenses necessary pursuant to this Agreement.

(b) Background Investigations. Manager acknowledges that the licensing application process with respect to Manager and such directors, executive officers and members may include background investigations conducted by the Federal Bureau of Investigation, or other state or tribal law enforcement agencies. The Tribe shall cause any such investigation to be conducted in accordance with the provisions of the Gaming Control Ordinance, the Compact and IGRA. Manager shall cause such directors, executive officers and members to disclose the information requested by such investigating entities, and to cooperate with such investigations.

3.4 Compliance with Applicable Law. All gaming conducted under this Agreement shall comply with the provisions and requirements of IGRA, the Gaming Control Ordinance and the Compact and any license or certification issued thereunder.

(a) Amendment of Gaming Control Ordinance. The Tribe agrees that any amendment to the Gaming Control Ordinance made during the Term of this Agreement will be made solely to ensure that Gaming is conducted in a manner which adequately protects the

public health and safety, the environment and the integrity of Gaming, unless otherwise required under federal law or the Compact.

(b) Disclosure of Proposed Transactions with Related Companies. Any transaction between Manager and any vendor or lessor to acquire any goods or services for the Enterprise shall be commercially reasonable, at arms-length, and made with the best interest of the Tribe in mind. Any existing or prior relationship or direct or indirect financial interest between Manager and its Affiliates and the vendor or lessor, or any of the principal shareholders, directors, executive officers or members of either party, shall be disclosed in writing to the Tribe prior to the time the proposed transaction is completed.

3.5 Executive Committee.

(a) Formation. In order to facilitate workings and communication between Tribe and Manager, Tribe and Manager hereby agree that an Executive Committee consisting of six members shall be formed, which Executive Committee shall have powers as set forth in this Agreement. The Business Committee shall designate the three "Tribal Representatives" within thirty (30) days after the Effective Date of this Agreement. Manager shall designate the three "Manager Representatives" within thirty (30) days after the Effective Date of this Agreement. In the event of a vacancy, a new Representative shall be designated in writing by the Business Committee or the Manager, as the case may be, within ten (10) days.

(b) Designation of "Representative". The Tribe and Manager shall each have the right to change any of its designated Representatives at any time by appropriate resolution, a copy of which resolution shall be provided to the other party not less than ten (10) days prior to the effective date of the new designation. The Tribe's designation of replacement Tribal Representatives shall be by resolution adopted by the Tribal Business Committee, a copy of which the Tribe shall provide to Manager. Manager's designation replacement Manager Representatives shall be by resolution adopted by the Manager's manager, a copy of which Manager shall provide to the Tribe.

(c) Meetings. During the Term of this Agreement, the Executive Committee shall meet as often as necessary, but at least once every month, at a place, day and time to be fixed by the Committee. Written notice of meetings shall be provided to each Executive Committee member at least 72 hours before the date of the meeting, unless said notice has been waived by all Executive Committee members. Meetings may take place in person or by telephone.

(d) Representatives' Power and Authority. The Tribal Representatives so designated by the Business Committee shall have the power and authority to act on behalf of the Tribe in the manner described in this Agreement. The Manager Representatives shall have the power and authority to act on behalf of the Manager in the manner described in this Agreement. The Tribal Representatives and Manager Representatives so designated shall be the Executive Committee contemplated by this Agreement, and the Executive Committee shall perform the duties assigned to it under this Agreement.

(e) Voting and Dispute Resolution. A quorum for Executive Committee Meetings shall consist of four members at least two of which must be Tribal Representatives and two of

which must be Manager Representatives and no action shall be taken by the Committee in the absence of a quorum. Any action or decision of the Executive Committee shall require a majority vote. If the members are unable to agree on a given action or decision, such action or decision shall be resolved pursuant to the dispute resolution provisions, as provided in Article XII below.

3.6 Non-Compete. During the term of this Agreement, Manager shall not have any involvement with any gaming project within fifty (50) miles of the Gaming Site without the prior written consent of the Executive Committee.

ARTICLE IV

FUTURE DEVELOPMENT

4.1 Procedures for Undertaking Future Development. In the event that, during the term of this Agreement, the Tribe determines to undertake any Future Development, the Tribe and the Manager shall enter into a separate development agreement regarding the Future Development. Such development agreement shall be consistent with IGRA and the following provisions of this Article IV.

4.2 Selection of Architect; Engineer for Future Facility.

(a) Recommendation and Scope. Manager shall recommend to the Tribal Representatives an architect and, if deemed appropriate by Manager, a civil engineer to:

(i) design the Future Development, which design may be prepared in phases;

(ii) prepare plans and specifications for the construction of the Future Development;

(iii) inspect the Future Development and certify the appropriateness of requests for payments submitted by the Contractor during the construction of expansion of the Future Development; and

(iv) certify the substantial completion of the Future Development and the appropriateness of interim and final payments to the Contractor and subcontractors.

(b) Acceptance of Recommendation. Upon receipt of Manager's recommendation, the Tribal Representatives shall, unless there is a reasonable basis for the Tribal Representatives to reject Manager's recommendation, accept Manager's recommendation and designate the recommended architect as the Architect for the Future Development, and designate the recommended engineer, if any, as the Engineer for the Future Development.

(c) Rejection of Recommendation. If there is a reasonable basis for the Tribal Representatives to reject a recommendation by Manager, and the Tribal Representatives reject such recommendation, the Tribal Representatives shall notify Manager of such rejection and the basis for such rejection. Manager shall then submit additional recommendations until the Tribal

Representatives accept a recommendation and designates the Architect and (if recommended by Manager) the Engineer for the Future Development.

4.3 Contracts with Architect; Engineer.

(a) Preparation of Architect's Agreement. Upon the Tribal Representatives' acceptance of an Architect, the Tribe and the Manager shall negotiate an owner/architect agreement (the "Owner/Architect Agreement") to be entered into by the Tribe and the Architect. Prior to execution, the Owner/Architect Agreement shall be reviewed by the Tribe's legal counsel, and Manager's legal counsel, and approved by the Executive Committee.

(b) Preparation of Engineer's Agreement. Upon the Tribal Representatives acceptance of an Engineer the Tribe and Manager shall negotiate an owner/engineer agreement (the "Owner/Engineer Agreement") to be entered into by the Tribe and the Engineer. Prior to execution, the Owner/Engineer Agreement shall be reviewed by the Tribe's legal counsel, and Manager's legal counsel, and approved by the Executive Committee.

(c) Manager's Reports. Manager shall provide the Executive Committee with progress reports on the implementation of such agreements on a weekly basis, and shall confer and consult with the Executive Committee over any material disputes or developments with respect to the administration of such agreements. Manager shall advise the Executive Committee of any design defect or noncompliance of which Manager acquires actual knowledge; provided, however, that nothing in this sentence shall impose on Manager any duty or obligation not otherwise specifically stated in the development agreement.

(d) Amendments. The Tribe shall not amend the Owner/Architect Agreement or any Owner/Engineer Agreement without first obtaining the Executive Committee's approval of the amendment.

4.4 Design Standards. The Owner/Architect Agreement and any Owner/Engineer Agreement shall require the Architect and any Engineer to design the Future Development to comply with the most current versions of the Uniform Codes of the International Conference of Building Officials, IGRA and the Compact. The Tribal Planning Department, using qualified inspectors, and in consultation with the Tribal Gaming Commission, shall conduct such inspections as are necessary to ensure compliance with these standards. Nothing in this Section 4.4 or in any agreement with the Architect or any Engineer shall be deemed to grant the State of California or any of such state's political subdivisions any jurisdiction over any property owned by or held for the benefit of the Tribe, or the right to apply or enforce any building, fire, energy or life/safety code or requirements with respect to such property. Notwithstanding anything in this Section 4.4 to the contrary, in the event of a conflict between the requirements imposed by this Section and the Compact, the requirements of the Compact shall prevail.

4.5 Design of Facility. The Architect and any Engineer shall meet with the Manager, the Tribal Representatives and other appropriate tribal officials and employees to discuss, consult with and ultimately agree upon the design, style, layout, materials and configuration of the Future Development.

4.6 Approval of Plans and Specifications. Upon receipt from the Architect and any Engineer of plans and specifications for the Future Development (which plans and specifications may be submitted in stages, rather than all at one time), Manager shall promptly submit such plans and specifications to the Tribal Representatives for approval, which approval shall not unreasonably be withheld. No construction shall begin until all plans and specifications shall have been approved under this Section.

4.7 Selection of Contractor.

(a) Manager shall recommend to the Tribal Representatives one or more contractors to construct the Future Development in accordance with the plans and specifications approved pursuant to Section 4.6 above.

(b) Upon receipt of the Manager's recommendation, the Tribal Representatives shall, unless there is a reasonable basis for the Tribal Representatives to reject Manager's recommendation, accept Manager's recommendation and designate the recommended general contractor as the Contractor under this Agreement.

(c) If there is a reasonable basis for the Tribal Representatives to reject the Manager's recommendation, and the Tribal Representatives reject such recommendation, the Tribal Representatives shall notify Manager of such basis and rejection. Manager shall then submit additional recommendations until the Tribal Representatives accept a recommendation and designates a Contractor for the Future Development.

4.8 Contract with Contractor.

(a) Upon the Tribal Representatives' designation of a Contractor, the Tribe and Manager shall negotiate an owner/contractor agreement (the "Owner/Contractor Agreement") to be signed by the Tribe and the Contractor. Prior to execution, the Owner/Contractor Agreement, including any general and special conditions, shall be reviewed by the Tribe's legal counsel and Manager's legal counsel, and approved by the Executive Committee.

(b) The Owner/Contractor Agreement shall provide for such construction commencement date and such substantial completion date as is reasonably required by the Executive Committee. The Owner/Contractor Agreement shall provide that the Contractor warrants that the work performed under the Owner/Contractor Agreement will be completed in a workman-like manner and be free of defects for a period not less that twelve (12) months after the Architect provides a certificate of substantial completion. The Manager shall provide the Executive Committee with written progress reports on the implementation of such agreement on a weekly basis.

(c) The Tribe shall not amend the Owner/Contractor Agreement without first obtaining the Executive Committee's approval of the amendment.

4.9 Maximum Financing Recoupment. The maximum amount of construction and development costs subject to recoupment out of the Enterprise by Manager or any third party lender in connection with the development and construction of any Future Development shall not

exceed [redacted], plus interest, unless this Agreement is amended by the parties under Section 16.3, below. (b)4

ARTICLE V
MANAGEMENT OF ENTERPRISE

5.1 General Responsibility. Following the Effective Date, Manager shall be responsible for the day-to-day management of the Enterprise and for overseeing the ongoing maintenance and repair of the Facility and the properties of the Enterprise. Manager is hereby granted such power and authority on behalf of the Tribe as is necessary or appropriate to perform Manager's obligations under this Article V, subject to the express limitations stated in this Agreement.

5.2 Specific Responsibilities. Manager's responsibility to manage the Enterprise shall be consistent with management services that are usually and customarily performed by managers of facilities similar to the Enterprise, subject to the express limitations contained in this Agreement. In that regard, Manager's responsibilities shall include (but not be limited to) the following:

(a) Operation. Manager shall manage the day-to-day operation and administration of the Enterprise, including (but not limited to) all Gaming.

(b) Maintenance and Improvements. Manager shall arrange for and manage the maintenance and repair of the Facility, including all cleaning, maintenance, repair, redecorating and grounds care reasonably required to maintain such properties in a first-class condition. Manager shall manage such improvements, alterations and additions to the properties of the Enterprise as are approved herein.

(c) Hours of Operation. Manager shall cause Gaming to be conducted at the Facility during such days and hours as it establishes from time-to-time.

(d) Employees. Manager shall, on behalf of the Tribe, manage the hiring, termination, training and promotion of employees of the Enterprise in accordance with Sections 5.6, 5.7, 5.8 and 5.9 below.

(e) Books and Records. Manager shall, on behalf of the Tribe, maintain the books and records of the Enterprise in accordance with Section 5.16 below.

(f) Financial Reports. Manager shall, on behalf of the Tribe, cause to be prepared financial statements and reports of the Enterprise in accordance with Section 5.17 below.

(g) Payment of Auditor. Manager shall, on behalf of the Tribe, cause payments to be made to the independent auditor engaged by the Tribal Gaming Commission under Section 5.18, which costs shall be Operating Expenses.

(h) Security. Manager shall, on behalf of the Tribe, manage the hiring or retention, training and supervision of such security personnel as are reasonably required to provide for the safety of customers, employees, property and funds of the Enterprise, which costs shall be Operating Expenses.

(i) Public Safety Services. Manager shall, on behalf of the Tribe, arrange for fire protection and other public safety services reasonably deemed necessary for the safety of customers, employees and property of the Enterprise, the costs of which shall be Operating Expenses.

(j) Advertising; Marketing; Incentives. Manager shall, on behalf of the Tribe, provide for advertising and marketing services of the Enterprise. Manager shall manage the placement of advertising on behalf of the Enterprise. Manager may, consistent with the requirements of applicable law and the Compact, provide incentives to casino patrons in order to promote gaming activities at the Enterprise in the exercise of its reasonable business judgment. In the event Manager implements check cashing services for the benefit of the Enterprise's patrons, in accordance with provisions of the Compact and gaming regulations, Manager shall obtain from patrons seeking to cash checks, personal, bank and other information in accordance with overall policies established by Manager. The costs incurred under this paragraph (k) shall be Operating Expenses.

(k) Accounts Payable. Manager shall, on behalf of the Tribe, manage and administer the payment of bills and expenses of the Enterprise.

(l) Employment Practices. Manager shall, on behalf of the Tribe, administer written employment practices for the employees of the Enterprise as shall be consistent with the provisions of Sections 5.6, 5.7, 5.8 and 5.9, below.

(m) Insurance. Manager shall, on behalf of the Tribe, arrange for insurance coverage for the Enterprise, in such amounts and with such coverages as may be required by any third-party financing sources and are approved by the Executive Committee pursuant to Article IX below.

(n) IRS Requirements. In performing its obligations under this Agreement, Manager shall cause the Enterprise to comply with rules and regulations of the United States Internal Revenue Service.

(o) Increased Public Safety Services. Manager shall cause the Enterprise to pay the operational costs of any increased public safety services as may be required under the Compact, which operational costs (but not capital costs) shall be Operating Expenses.

(p) National Environmental Policy Act. Manager shall provide to the Tribe such information as is in the possession or under the control of Manager and requested in writing by the Tribe to be provided to the Commission under IGRA and/or the National Environmental Policy Act and the regulations adopted pursuant thereto. The Tribe shall be responsible for providing such information to the Commission. Manager shall make reasonable efforts to cooperate with the Tribe in responding to inquiries or requests for information from the Commission regarding the environmental effects of Enterprise activities.

(q) Manager/Customer Disputes. Manager shall implement and administer the customer dispute policy as is adopted by the Executive Committee.

(r) Legal Actions. Manager shall, on behalf of the Tribe, commence such legal actions or proceedings concerning the Enterprise as are necessary or reasonably required, in the opinion of Manager, to preserve and protect the assets constituting the Enterprise and to collect sums due on account of the operation of the Enterprise, shall advise the Executive Committee of the commencement and progress of any legal action or proceeding concerning the Enterprise, and shall retain counsel in connection with any action or proceeding commenced by or against Manager (in connection with the Enterprise) or concerning the Casino; provided that commencement of any legal actions or proceedings in which the amount in dispute does or can reasonably be expected to exceed $100,000 shall require the prior approval of the Executive Committee.

(s) Purchase of Supplies and Other Items. Manager shall, on behalf of the Tribe and in conformity with the overall, annual operating budget, purchase the following items and services: food, beverages, operating supplies, and other merchandise, gaming equipment, reservation systems, security systems and services, fire protection systems and services, telex equipment, and other mechanical and electronic equipment and systems and all other items necessary for the proper operation of the Enterprise.

(t) Consultants. Manager may, on behalf of the Tribe, engage from time-to-time such advisors, consultants, or other professionals as are reasonably necessary to promote the sound and efficient operation of the Enterprise for services not to exceed $75,000, including but not limited to accountants, financial advisors, real estate advisors, computer consultants, attorneys, marketing consultants and such other professionals as appropriate; such advisors, consultants and other professionals shall be independent of Manager. Approval of the Executive Committee shall be required for Manager to engage such advisors, consultants or other professionals for services the value of which exceed $75,000. The fees and expenses of such advisors, consultants and other professionals shall constitute Operating Expenses.

(u) Continuation of Certain Payments. Manager shall cause the Enterprise to pay a monthly payment to the Tribe of [redacted] which shall serve as payment for the operational costs of the Tribal Gaming Commission, Tribal Administration relating to the Enterprise, the Tribal Representatives on the Executive Committee, the costs of the San Pasqual Fire Department described in subsection (i) above, and the Internal Auditor. Such payment shall constitute an Operating Expense. (b)4

(v) Calculation of NIGC Annual Fees. Manager shall, on behalf of the Tribe, cause quarterly statements to be prepared and annual fees paid in accordance with the requirements of 25 C.F.R. § 514.1, as may be amended, and Section 5.24 below.

5.3 General Manager.

(a) Upon the Effective Date of this Agreement, Manager shall designate an individual to act as General Manager of the Enterprise (which individual may be the then current General Manager of the Enterprise, subject to the terms and conditions of any Employment Contract that exists upon the Effective Date of this Agreement). Upon receipt of the Manager's recommendation, the Tribal Representatives shall, unless there is a reasonable basis for the Tribal Representatives to reject Manager's recommendation, accept Manager's recommendation

and designate the recommended individual as General Manager of the Enterprise. The General Manager shall assume his or her duties upon the completion of all background investigations required under IGRA and the Compact and the receipt of all required licenses.

(b) The General Manager shall be an employee of the Enterprise and shall be assigned to the management and operation of Enterprise on a full-time basis. The General Manager shall report to and be supervised by the Manager and shall be subject to termination by the Manager after consultation with the Executive Committee. All compensation provided to the General Manager, including wages, salary, bonuses and benefits, shall be Operating Expenses.

(c) Upon retirement or termination of the General Manager, the Manager shall designate a replacement individual to serve as General Manager in accordance with Section 5.3(a).

5.4 Chief Financial Officer.

(a) Upon the Effective Date of this Agreement, Manager shall designate an individual to act as Chief Financial Officer of the Enterprise (which individual may be the then current Chief Financial Officer of the Enterprise, subject to the terms and conditions of any Employment Contract that exists upon the Effective Date of this Agreement. Upon receipt of the Manager's recommendation, the Tribal Representatives shall, unless there is a reasonable basis for the Tribal Representatives to reject Manager's recommendation, accept Manager's recommendation and designate the recommended individual as Chief Financial Officer of the Enterprise. The Chief Financial Officer shall assume his or her duties upon the completion of all background investigations required under IGRA and the Compact and the receipt of all required licenses.

(b) The Chief Financial Officer shall be an employee of the Enterprise, shall report to and be supervised by the General Manager, and shall be subject to termination by the Manager, after consultation with the Executive Committee. The Chief Financial Officer shall be assigned to the Enterprise on a full-time basis, and shall be responsible for the accounting and auditing of all Enterprise receipts and disbursements and for the management of Enterprise funds. All compensation paid to the Chief Financial Officer, including wages, salary, bonuses and benefits, shall be Operating Expenses.

(c) Upon retirement or termination of the Chief Financial Officer, the Manager shall designate a replacement individual to serve as Chief Financial Officer in accordance with Section 5.4(a).

5.5 Internal Auditor.

(a) In its sole and absolute discretion, the Tribe may select and appoint a person, who shall hold a valid license to practice as a certified public accountant from one of the fifty (50) states of the United States of America, to serve as the Internal Auditor for the Enterprise. The Internal Auditor shall be an employee of the Tribe and shall report to the Business Committee.

(b) The Internal Auditor may be assigned to the Enterprise on a full-time or part-time basis, and shall be responsible for:

(i) developing and implementing a system of reviews to assess the accuracy of Enterprise financial records and reports; compliance with internal control procedures; and the adequacy and effectiveness of accounting systems and controls; and

(ii) making regular reports to the Business Committee, the Executive Committee, the Tribal Gaming Commission and Manager outlining the results of such reviews and any recommendations for changes or improvements to the systems or procedures.

(c) Nothing herein shall be deemed to preclude Manager from conducting its own internal audit of the Enterprise, at its own expense and utilizing its own employees and agents.

5.6 Training Personnel. Manager shall, on behalf of the Tribe, arrange for training personnel to implement training programs for employees and prospective employees of the Enterprise. Such training personnel shall report, directly or indirectly through various supervisors, to the General Manager. In the event that the General Manager and/or Chief Financial Officer of the Enterprise are not Tribal members or other persons subject to the Indian preference described in Section 5.7, below, Manager shall establish specific training programs especially designed to train such persons for upper management positions in the Enterprise. All wages, salaries, travel expenses, and benefits paid to such personnel shall be Operating Expenses.

5.7 Enterprise Employees; Indian Preference.

(a) Manager shall, on behalf of the Tribe, manage and hire, terminate, train, promote and supervise the employees of the Enterprise.

(b) To maximize the benefits of the Enterprise to the Tribe, Manager shall, in accordance with the Tribe's Tribal Employment Rights Ordinance dated July 11, 1993, as further interpreted by the General Council on October 8, 2000, and by memorandum dated February 14, 2001, ("TERO"), to the greatest extent practicable and permitted by law give a preference in recruiting, hiring, training and promotion to Tribal members and others entitled to such preference under the TERO Ordinance in all positions, including all management positions. To the extent no qualified Tribal member or other person entitled to the preference is available to fill a given position, preference shall be given to qualified members of any other Indian tribe.

(c) To implement the preference policies adopted by the Executive Committee, Manager shall:

(i) to the greatest extent practicable, retain existing casino employees of the Enterprise;

(ii) provide job fairs for Tribal members and others entitled to such preference under the TERO Ordinance;

(iii) specify the preference described in this Section 5.7 in advertising for Enterprise employment;

(iv) place Enterprise employment ads in publications which circulate among members of the Tribe and members of other Indian tribes;

(v) provide employment training programs for Tribal members and others entitled to such preference under the TERO Ordinance; and

(vi) coordinate its hiring activities with the appropriate tribal employment or human resource offices.

(d) The Enterprise shall not discriminate in employment, promotion, training, assignment of overtime or other premium pay or other aspects of personnel management on the basis of race, sex, national origin, age or disability, except insofar as preference in employment, training and promotions shall be accorded to enrolled members of the Tribe and other Native Americans, pursuant to this Section 5.7 and as permitted by law.

5.8 Employee Qualifications. Notwithstanding anything contained in Section 5.7 above, no person whose employment at the Enterprise is prohibited by the Tribal Gaming Control Ordinance, the Compact, IGRA or any applicable tribal or federal law, shall be hired for employment at the Enterprise.

5.9 Personnel Policies. Manager shall apply written policies and procedures for the employees of the Enterprise as approved by the Executive Committee. Such written policies and procedures shall include, among other things:

(a) Job classifications, descriptions and qualifications;

(b) At-will employment provision;

(c) Compensation/benefits programs based on competitive market standards;

(d) Reporting relationships;

(e) Employee conduct provisions; and

(f) A grievance procedure for the resolution of employee grievances and any other employment-related dispute between any employee and Manager and/or the Tribe. Such grievance procedure shall be approved by the Executive Committee.

5.10 Revisions and Amendments. Manager may from time-to-time prepare and submit to the Executive Committee for consideration and possible approval such written revisions and/or updates of such policies and procedures as Manager deems appropriate, which approval(s) shall not unreasonably be withheld.

5.11 Compensation Limited. No director or executive officer of Manager, or member holding or controlling more than ten percent of the common shares of or other equity interest in Manager, shall receive any wages, salaries or other compensation directly from the Enterprise.

5.12 Enterprise Contracts; Indian Preference.

(a) On behalf of the Tribe, and in accordance with a procurement policy to be approved by the Executive Committee and Section 5.22, below, Manager shall enter into and manage contracts and agreements for such goods and services as Manager reasonably determines are appropriate for the operation of the Enterprise and as are authorized under this Agreement.

(b) To maximize the benefits of the Enterprise to the Tribe, Manager shall give preference in awarding contracts and agreements to qualified Tribal members, qualified spouses of Tribal members and qualified entities controlled by one or more Tribal members or one or more spouses of Tribal members.

(c) For the purposes of this Section 5.12, "qualified" shall mean a Tribal member, a spouse of a Tribal member or an entity certified by the Tribe to be controlled by one or more Tribal members or one or more spouses of Tribal members who or which, as reasonably determined by Manager:

(i) is able to provide quality services at competitive prices;

(ii) has experience in completing similar contractual arrangements; and

(iii) can comply with reasonable bonding requirements established by Manager.

5.13 Annual Budgets.

(a) No later than sixty (60) days prior to the commencement of each Fiscal Year, Manager shall prepare and submit to the Executive Committee for approval a proposed annual budget, which shall project anticipated Operating Expenses and capital expenditures for the next Fiscal Year of the Enterprise. The budget shall be subject to review and approval by the Executive Committee, which approval shall not unreasonably be withheld. The classifications and level of detail shall be as the Executive Committee shall reasonably require. Manager may from time-to-time prepare and submit to the Executive Committee for approval such revisions to the annual budget as Manager deems appropriate, but the revisions will not take effect unless and until approved by the Executive Committee, which approval shall not unreasonably be withheld.

(b) Manager and the Tribe acknowledge that the financial performance of the Enterprise will be affected by unpredictable factors such as changes in the gaming market and the existence and efforts of competitors. Manager shall monitor the financial performance of the Enterprise and use its best efforts to manage such financial performance consistent with both the most recent approved budget and such unpredictable factors.

5.14 Enterprise Funds Management.

(a) Manager shall apply existing systems or develop and submit to the Executive Committee for approval, which approval shall not be unreasonably be withheld, systems for tracking and monitoring all Enterprise monies. Manager may from time-to-time submit to the Executive Committee for consideration and possible approval such revisions to such systems as Manager deems appropriate, which approval(s) shall not unreasonably be withheld.

(b) Following approval of such systems by the Executive Committee, Manager shall install and maintain such systems.

(c) The Tribal Representatives, the Tribal Gaming Commission, authorized representatives of the Tribal Gaming Agency, and each member of the Tribal Business Committee shall have the right of immediate access at any time to:

(i) inspect such systems and observe the operation thereof;

(ii) be present to observe the counting of Enterprise monies; and

(iii) any other Gaming related information the Tribe deems appropriate,

provided that any persons permitted such access shall comply with the internal control procedures for the Enterprise and any licensing or other requirements of Tribal Gaming Commission, the Compact and applicable law.

5.15 Bank Accounts; Funds.

(a) Manager shall administer the deposit, holding and disbursement of Enterprise monies in accordance with the provisions of the Depository Agreement. The Executive Committee may from time-to-time establish policies and procedures for the operation of a petty cash fund and such contingency and other reserve funds as the Executive Committee deems appropriate. Manager's administration shall be in accordance with the following:

(i) Deposits. Manager shall be responsible for the collection of all Enterprise monies and shall deposit the same daily with the Collection Banks designated by the Tribe pursuant to the Depository Agreement.

(ii) Counting. All monies received by the Enterprise shall be counted at (A) the close of each business day on which the Enterprise closes, or (B) at least once every 24 hours for each period of time during which the Enterprise does not close.

(iii) Security. The Executive Committee shall from time-to-time either (A) designate a bonded courier service to transport designated monies to the Enterprise depositories, or (B) designate another secure means of transporting such monies to such depositories. Manager shall implement such designation. All costs of such transportation shall be Operating Expenses.

(iv) Disbursements. Manager shall make disbursements of Enterprise monies from the Operating Account established under the Depository Agreement and from any other account(s) designated by the Executive Committee for disbursements. Except for the payment of cash prizes to customers, petty cash expenditures and resolution of customer dispute related transactions, all of which shall be adequately recorded in writing, Manager shall not make any cash disbursement from any account, and all such disbursements shall be by check drawn on the appropriate account.

(v) IRS Reports. Manager shall cause to be timely filed on behalf of the Enterprise (A) any report of gaming winnings required by the United States Internal Revenue Service or in accordance with the Compact, or (B) any report to the Department of the Treasury as required under Title 31 of the United States Code.

5.16 Books and Records.

(a) Manager shall prepare and maintain accurate books and records for the Enterprise. Such books and records shall be maintained at the Facility or at such other location designated by the Executive Committee and as authorized under the Gaming Control Ordinance.

(b) Manager shall establish and maintain, subject to the approval of the Executive Committee, which approval shall not be unreasonably withheld, accounting systems and procedures for the Enterprise consistent with GAAP, which shall comply with the Compact (to the extent applicable) and all applicable tribal and federal laws or regulations. Such systems and procedures shall at a minimum:

(i) include an adequate system of internal accounting controls;

(ii) permit the preparation of financial statements in accordance with GAAP;

(iii) be susceptible to audit;

(iv) allow the Enterprise, the Tribe, and the Commission to calculate the appropriate annual fees under the Commission's regulations;

(v) permit the calculation and payment of the Manager's fee; and

(vi) provide for the allocation of operating expenses or overhead expenses among the Tribe, the Tribal gaming operation, Manager, and any other user of shared facilities and services;

(c) Each Tribal Representative, Tribal Gaming Commissioner, appropriate employees of the Tribal Gaming Agency and each member of the Business Committee shall have the right of immediate access to inspect, examine and copy all such books and records. The Tribe's inspection, examination and copying rights may also be exercised by any agent, employee, attorney or accountant designated in writing by the Tribe. All such inspections shall comply with the Enterprise internal control procedures and any rules or regulations of the Tribal Gaming Commission, the Compact, applicable law and confidentiality requirements adopted by the Executive Committee.

5.17 Financial Statements. Manager shall cause to be prepared and provided to the Executive Committee and the Tribal Business Committee monthly and annual financial statements of all Enterprise revenues and disbursements as described in Section 7.4(a), below, as well as such other more frequent financial reports as may be reasonably requested by the Tribal Business Committee.

5.18 Independent Audits.

(a) The Tribal Gaming Commission shall select and engage an independent certified public accountant experienced in auditing of gaming operations to provide an annual audit of the financial statements of the Enterprise. Such audit shall be conducted in accordance with generally accepted auditing standards. All costs incurred by the Tribal Gaming Commission in obtaining such audit shall be Operating Expenses.

(b) The Tribal Gaming Commission shall be responsible for providing copies of such audits to such governmental entities as require such audits from the Tribe or in connection with the Enterprise. The Tribal Gaming Commission shall cause a copy of such audited financial statements to be provided to Manager, and Manager shall not disclose the audited financial statements or its contents to any other party without the written consent of the Tribe except as required under IGRA or the Compact.

5.19 Alcoholic Beverages. Manager shall be permitted to serve any alcoholic beverages at the properties of the Enterprise provided that Manager shall implement alcoholic beverage serving procedures consistent with applicable laws, regulations and/or ordinances.

5.20 Tobacco Products. Manager may arrange for the sale of tobacco products at the Facility to the extent permitted by:

(a) Applicable law, and

(b) Any applicable agreement between the Tribe and any other governmental entity having jurisdiction over such sales.

5.21 Unlawful Activity. Manager shall not knowingly conduct or knowingly allow to be conducted at the Facility or any Ancillary Facilities any unlawful activity, including any unlawful use of controlled substances.

5.22 Limited Agency. Manager shall have the authority to enter into contracts and agreements in the name and on behalf of the Enterprise for the provision of goods and services to the Enterprise. Manager shall report each such contract to the Executive Committee in writing within ten (10) days after the contract is fully executed, and shall obtain prior approval of the Executive Committee prior to the execution of any contract that has a term in excess of one year (unless such contract may be terminated for any or no reason upon not more than 30 days' notice) or that provides for total payments of more than One Hundred Thousand Dollars ($100,000.00).

5.23 Operating Capital. The Tribe shall have the responsibility to provide all necessary operating capital of the Enterprise.

5.24 NIGC Annual Fees. Manager shall cause to be prepared and provided to the Tribal Gaming Commission the quarterly statements and annual fees required by 25 C.F.R. § 514.1, as may be amended. The Tribal Gaming Commission shall file the quarterly statements and make the required annual payments to the NIGC in accordance with the requirements of 25 C.F.R. § 514.1.

ARTICLE VI

TAXES AND LIENS

6.1 Tribal Taxes.

(a) Permissible Tribal Taxes. The Tribe may only assess a tax, fee or assessment affecting the Enterprise if that tax, fee or assessment:

(i) is required under the Compact or federal law; or

(ii) constitutes a non-discriminatory sales tax on tangible goods or non-gaming services purchased or acquired by persons other than the Manager.

(b) Impermissible Tribal Taxes. The Tribe may not impose any tax, fee or other charge on or against (i) Manager (or any of its officers, directors, members, partners, or joint venturers, or any of its of their representatives, agents, employees, successors, assigns or its or their affiliated entities or persons; (ii) the Enterprise; (iii) any aspect of the Future Development of the Facility or any Ancillary Facility; (iv) Gaming; (v) the provision of goods or services to or receipt by the Enterprise, and regardless upon whom the burden thereof falls; (vi) the labor of or compensation paid to employees of Manager or the Tribe performing work at the Enterprise; or (vii) any property (including real property, furnishings, equipment, supplies and inventory) held or used by Manager or the Tribe in connection with the Enterprise. In the event Tribe imposes any tax for any reason in violation of this Section 6.1(b), Tribe will immediately indemnify and reimburse Manager in such amount as will restore to Manager the same Management Fee and economic benefits under this Agreement as to which Manager would have been entitled had such unauthorized tax not been imposed by Tribe.

6.2 No Liens. Nothing in this Agreement shall be deemed to subject the Facility to any lien or encumbrance. Neither party hereto shall, without the prior written consent of the other party hereto (and the prior written consent of the United States of America if required by law or title restriction) grant to any third party any lien against, right in or encumbrance against the Gaming Site or the Facility.

ARTICLE VII

COMPENSATION; GUARANTEED MONTHLY PAYMENTS

7.1 Pre-Effective Date Guarantee. In the event that the Enterprise does not distribute at least [redacted] in revenue to the Tribe on or before December 20, 2002 (b) 4
(which distribution shall not violate then-existing loan covenants), Manager shall, before December 23, 2002, pay to the Tribe the difference between the amount actually distributed to the Tribe by the Enterprise and [redacted] which payment shall not be (b) 4
considered a Guarantee Shortfall Payment nor be reimbursable to Manager under any circumstances. The payment required by this Section 7.1 shall be made regardless of whether

this Agreement has, at that date, been approved by the Chairman of the National Indian Gaming Commission.

7.2 Management Fee. As compensation for the Manager's management of the Enterprise under this Agreement, following the Effective Date the Tribe shall pay to Manager a Management Fee equal to [redacted] of the Management Fee Base during the Term, less the difference of the actual dollar cost of the interest actually incurred and paid by the Tribe on the [redacted] principal amount of refinancings undertaken by the Tribe in December, 2002, in excess of [redacted] per annum, in the event that the non-default interest rate paid by the Tribe on such refinancing exceeds [redacted] **provided that** in no event shall such Management Fee exceed [redacted] of the Net Revenues of the Enterprise during the Term. (b)4 (b)4

The Management Fee shall be paid in monthly disbursements based on the availability of Distributable Cash and the priorities set forth in Section 7.4 below..

7.3 Monthly Tribal Guaranteed Payment; Supplemental Distributions.

(a) Monthly Guaranteed Payment. The Manager hereby assures and guarantees the Tribe that in each month during the Term, commencing in the month in which the Effective Date occurs, the Tribe shall be paid the sum of [redacted] (the "Tribal Guarantee") from the operation of the Enterprise; provided, if there is insufficient Distributable Cash to do so, said amount shall be paid by Manager (which amount is referred to hereafter as a "Guarantee Shortfall Payment") as set forth below. (b)4

In each month the Tribal Guarantee shall have priority over retirement of development and construction costs and shall be paid to Tribe before any disbursement of all or any portion of the Management Fee for that month. The amount of the Tribal Guarantee for the first and final months of the Term shall be prorated based on the number of days of the Term in that month, and the amount of the Tribal Guarantee for any month in which Gaming is not conducted for the entire month shall be prorated based on the number of days in such month in which Gaming is conducted. Any Tribal Guarantee payments received by Tribe shall be charged against the Tribe's share of Net Revenues. Guarantee Shortfall Payments shall be reimbursed to Manager from the Tribe's share of Net Revenues distributed in the next succeeding month or months, if any, when such share is distributed pursuant to Section 7.4(b)(vi).

(b) Supplemental Distributions. In addition to the Tribal Guarantee, the Manager hereby assures and guarantees the Tribe that in each quarter during the Term, commencing at the end of the first quarter that follows the Effective Date, the Tribe shall be paid the following amount (the "Supplemental Distributions") from Distributable Cash; provided, if there is insufficient Distributable Cash to do so, said amount shall be paid by Manager (which amount is referred to hereafter as a "Supplemental Distribution Shortfall Payment") as set forth below:

A total of [redacted] per quarter during any period in which the Tribe has fewer than [redacted] gaming devices in operation; (b)4

A total of [redacted] per quarter for 12 months commencing once the Tribe has [redacted] gaming devices in operation, provided that the (b)4

Tribe continues to have a daily average of at least [redacted] gaming devices in operation for the month; (b)4

A total of [redacted] per quarter for 6 months commencing at the expiration of the 12-month period referenced above, provided that the Tribe continues to have a daily average of at least [redacted] gaming devices in operation for the month; and (b)4

A total of [redacted] per quarter commencing at the expiration of the 6-month period referenced above and continuing through the end of the Term of this Agreement, provided that the Tribe continues to have a daily average of at least [redacted] gaming devices in operation for the month. (b)4

The amount of the Supplemental Distribution for the first and final quarters of the Term shall be prorated based on the number of days in that quarter included in the Term. The amount of the Supplemental Distribution for any quarter in which Gaming is conducted some days, but not all days of a quarter, shall be prorated based on the number of days in such quarter in which Gaming is conducted.

(c) Any Tribal Guarantee or Supplemental Distribution payments received by Tribe shall be charged against the Tribe's share of Net Revenues. Guarantee Shortfall Payments and Supplemental Distribution Shortfall Payments shall be reimbursed to Manager from the Tribe's share of Net Revenues distributed in the next succeeding month or months, if any, when such share is distributed pursuant to Section 7.4(b)(vi).

7.4 Financial Statements; Determination and Payment of Distributable Cash.

(a) Report. Within 15 days after the end of each month (or portion thereof) during which Gaming is conducted, Manager shall prepare and deliver to the Tribe in writing a monthly Operating Income Statement and Cash Flow Statement which shall include at a minimum for the month just completed, and within 45 days after the end of each Fiscal Year during the Term, for the preceding Fiscal Year and for the Term to date:

(i) the Gross Revenues (specifying separately all income to the Enterprise and prizes and payouts by source, and Gross Gaming Revenues and Non-gaming Gross Revenues by categories),

(ii) Operating Expenses (specifying separately Gaming and Non-Gaming Related Operating Expenses by categories),

(iii) Net Revenues (specifying Net Gaming Revenues and Non-gaming Related Revenues),

(iv) depreciation and amortization, reserves, distributions by category (i.e., Tribal Guarantees and the earned, paid and accrued Guarantee Shortfall Payments, Supplemental Distribution Shortfall Payments, Management Fees and Additional Payments),

all in accordance with GAAP.

A separate statement shall set forth the calculations derived from the Operating Income Statement and Cash Flow Statement necessary to determine the cash available to make the payments of Distributable Cash and other matters set forth in subsections (b) and (c) below.

Every monthly statement or report prepared hereunder shall be certified as accurate by the General Manager and the Chief Financial Officer. Every annual statement prepared hereunder shall be certified by the accountants preparing the annual audit of the Enterprise.

The Tribe shall continue to provide Manager with such monthly financial information after the Term until all obligations to Manager have been fully paid and satisfied. All cash accumulated by the Enterprise for any reason and not applied to discharge the items in categories (i) and (ii) of subsection (b) below shall be deemed "Distributable Cash" available for payment of the items in categories (iii) through (vii) of subsection (b) below, in the order of priority given.

(b) Priorities for Distributions and Payments to Parties. The Gross Revenues for each month and other available cash of the Enterprise shall be applied and distributed by Manager in the following order, with such cash to be applied to or distributed for each category until all amounts due and payable under that category are fully paid:

(i) first, to pay unpaid Operating Expenses for that month;

(ii) second, to the Tribe as payment of the Tribal Guarantee for that month pursuant to Section 7.3(a) above;

(iii) third, to pay Sealaska the Additional Payments required for that month;

(iv) fourth, to the payment of debt service required on any financing undertaken by the Tribe with respect to the Enterprise;

(v) fifth, to such reserves as may be required by any lender to the Enterprise, including but not limited to reserves to meet ongoing working capital needs and capital expenditures;

(vi) sixth, to Manager as reimbursement of Guarantee Shortfall Payments and Supplemental Distribution Shortfall Payments, on a first in - first out basis;

(vii) seventh, to Manager as payment of any Management Fee earned but not yet paid (in the order incurred);

(viii) eighth, to the Tribe as a distribution in an amount equal to what the Supplemental Distribution for that month pursuant to Section 7.3(b) would be;

(ix) ninth, to such reserves as may be approved by the Executive Committee, including but not limited to reserves to meet ongoing working capital needs and capital expenditures; and

(x) tenth, to the Tribe as a distribution of Net Revenues earned but not yet distributed.

So long as the Depository Agreement is in effect, the application of Gross Revenues shall conform with the requirements of the Depository Agreement.

7.5 Shortfalls. To the extent that Distributable Cash in a given month is not sufficient to repay all of the Guaranteed Shortfall Payments, Supplemental Distribution Shortfall Payments and pay Management Fees then due, said Guaranteed Shortfall Payments, Supplemental Distribution Shortfall Payments and Management Fees shall accrue and be paid from next available Distributable Cash, if any, from month to month and year to year during the Term of this Agreement, in accordance with the priorities set forth above, until said amounts have been paid in full.

ARTICLE VIII

PERFORMANCE; APPROVALS

8.1 Compliance. Manager shall, in performing its obligations under this Agreement, comply with applicable laws, ordinances and regulations adopted by the Tribe; provided, however, that:

(a) Except as necessary to protect the health, safety and welfare of the Tribe, or to protect the integrity of Gaming activities, or as required under federal law or the Compact, the Tribe shall not adopt or enforce against Manager any law, ordinance or regulation which materially and adversely affects Manager's rights, or materially and adversely changes Manager's obligations, under this Agreement; provided that in the event the Tribe is required to adopt or enforce a law, ordinance or regulation to protect its health, safety or welfare or to protect the integrity of the Gaming activities, which materially and adversely affects Manager's rights, benefits or obligations under this Agreement in a manner that is disproportionate to the adverse economic consequences suffered by the Tribe, the Tribe shall indemnify and reimburse Manager in such amount as will restore to Manager the proportionate Management Fee and economic benefits under this Agreement as to which Manager would have been entitled had such action not been taken by Tribe.

(b) The Tribe shall not amend any land use or zoning law, regulation or ordinance in a manner which adversely affects the Gaming Site, the Facility, any Ancillary Facility or any other properties of the Enterprise.

8.2 Non-interference in Tribal Affairs.

(a) Manager shall not interfere with the internal affairs of the Tribe or its government, or any subdivision, department or agency of the Tribe. For the purposes of this Section 8.2, "interfere" shall mean any attempt by Manager to influence a decision of the Council, the Tribal Business Committee, a Tribal Representative or any officer or employee of the Tribe, or to influence any Tribal election, by doing any of the following in connection with such decision or election:

(i) offering or providing any cash or in-kind incentive; or

(ii) making any written or oral threat against or promise to any person or thing,

provided, however, that neither Manager's assertion of its rights under this Agreement nor any recommendation, suggestion or assertion of opinion made by Manager regarding the Enterprise or any action of Manager at a duly called meeting of the Executive Committee or Council shall be deemed to be "interference" for the purpose of this Section 8.2.

(b) If the Tribe believes that Manager has violated the provisions of this Section 8.2 by engaging in prohibited interference, the Tribe shall give the Manager written notice describing the incident which the Tribe claims constitutes prohibited interference and identifying the person or persons claimed to have acted on Manager's behalf in engaging in such interference.

(c) The Tribe shall not assert that Manager has violated this Section 8.2 unless and until Manager has been given at least ten (10) days to respond in writing to the notice required under subsection (b).

8.3 Approvals and Consents.

(a) If this Agreement requires or contemplates an approval or consent by a party hereto, that party shall not unreasonably withhold or delay such approval or consent unless a specific provision of this Agreement states that such approval or consent may be withheld in such party's sole discretion.

(b) Each approval or consent required or contemplated by this Agreement shall be evidenced by the following:

(i) Manager. If the approval or consent is by Manager, by written approval signed by the Manager Representatives;

(ii) Executive Committee. If the approval or consent is by the Executive Committee, by written approval signed by such members of the Executive Committee as are necessary for the Executive Committee to take action under Section 3.5(e);

(iii) Tribal Representative. If the approval or consent is by the Tribal Representatives, by written approval signed by the Tribal Representatives; and

(iv) Tribe or Council. If the approval or consent is by the Tribe or Council, by written resolution of the Council signed by the Tribal Chairman and attested to by the Tribal Secretary.

ARTICLE IX

INSURANCE

9.1 Manager to Obtain. Manager shall, during the Term, obtain and maintain in effect on behalf of the Tribe and Manager the following insurance coverages:

(a) Property Insurance. Building and structures are to be insured for all risks of loss, and are to be covered for their full replacement cost value or completed contract value on appropriate property or builders risk insurance forms. Personal property, including inventories, is to be insured for all risks of loss at current replacement value. Personal property should be insured at designated locations to include transit, or installation, storage, etc. Unique or specific high valued property such as gold and silver objects, art objects, special glass (windows or personal use items), statuary, blueprints, etc., should be specifically insured for all risks of loss for their current values. Flood, earthquake and/or other special perils and hazards are to be insured where necessary or reasonably required.

(b) Business Interruption. Coverage shall be provided to the fullest extent possible for loss of gross earnings including, if applicable, flood, earthquake, riot, civil commotion and expropriation. Other special perils or hazards are to be insured to the extent appropriate and necessary. Deductibles shall be set at reasonable levels.

(c) Boiler and Machinery Insurance. Coverage shall be provided on a comprehensive form for all boiler and machinery equipment including air conditioning equipment and shall include all piping, valves, pressure tanks, hoses, lines and related apparatus and shall include coverage "on site," and testing.

(d) Liability Insurance.

(i) General Limits. Coverage shall be obtained and maintained for comprehensive general liability, automobile liability, and excess liability exposures for a minimum of [redacted] (except as modified below) for each occurrence and may include primary policies and umbrella excess coverage. (b)4

(ii) Automobile Liability Insurance. Automobile liability insurance coverage shall provide bodily injury and property damage liability coverage as well as any "no-fault" or other benefits required by law, uninsured motorists coverage, medical payments coverage and other coverage if required and must include coverage for all owned, non-owned, and hired or borrowed vehicles. Underinsured and uninsured motorists coverage limits shall be at least One Million Dollars ($1,000,000) each person per occurrence. Medical payments coverage shall be at least Five Thousand Dollars ($5,000) each person per accident. Applicable State no fault benefits shall be equal to the statutory requirements.

(iii) Scope of Liability Coverage. All coverage must provide for the defense of claims in the Tribal, State and federal Court. General liability coverage shall be provided on a comprehensive occurrence form insuring against claims for personal injury, sickness, disease or death and property damage and shall include: premises and operations; innkeepers liability, personal injury liability and medical coverage, contractual liability for all oral or written agreements; safety deposit box liability (if applicable), independent contractor liability; elevator liability; host liquor liability; liquor liability or "dram shop" liability for One Million Dollars $1,000,000 per occurrence, Two Million Dollars $2,000,000 in the aggregate, for bodily injury

and property damage; employees as insured; employee benefit liability, and such other coverage deemed reasonable and necessary.

(e) Workers' Compensation and Employer's Liability Insurance. Workers' compensation coverage shall be provided in accordance with the Compact as applicable. Employer's Liability coverage shall include at least One Million Dollars ($1,000,000) each accident and Five Hundred Thousand Dollars ($500,000) for each person.

(f) Health Insurance. Health insurance coverage shall be provided to employees as may be required by law or broader coverage as may otherwise be determined by the Executive Committee from time-to-time. Upon termination of this Agreement, for any reason, or upon a change of management of any kind or upon a sale of the Enterprise, the Tribe shall require the successor management company or any new owner, successor, or operator of the Enterprise, as applicable, to provide group health insurance coverage, including coverage for prior existing conditions, for those participants and beneficiaries in any group health plan in effect at the time just prior to such termination of management, sale, or change of ownership who are on continued coverage as provided by the Consolidated Omnibus Budget Reconciliation Act of 1986 and as may be amended from time to time ("COBRA"). The Tribe shall further require that the replacement management company or any subsequent owner or operator shall provide such group health insurance coverage for such participants and beneficiaries in accordance with COBRA.

(g) Crime Insurance. Coverage shall be provided for money, securities, and other property for loss inside and outside the Facility including transportation by messenger, in an amount of at least One Million Dollars ($1,000,000) for each loss. Coverage shall include depositor's forgery, and such other such coverage as may be necessary. Employee dishonesty coverage shall be provided in an amount of at least One Million Dollars ($1,000,000) for each loss and will provide coverage for all employees having access to money, securities, and other property.

(h) Other Coverage. Coverage shall be provided in respect of such other risks against which it is now, or hereafter may be, customary to insure in the operation of similar properties, having regard for the nature of the business and the geographical, geological and climactic nature of the Enterprise's location.

(i) Concessionaire's Coverage. In the event that Manager grants any leases, licenses or concessions in accordance with the provisions of this Agreement, Manager shall require such tenants, licensees and concessionaires to carry such insurance as is normal and customary for the relevant tenant, licensee or concessionaire and to furnish certificates to the Executive Committee evidencing such insurance in such reasonable amounts as may be specified in the lease, license or concession or otherwise agreed upon between Manager and the tenant, licensee and concessionaire.

9.2 General Requirements as to Form of Policies. The Tribe and Manager shall be named insureds in all policies maintained pursuant to this Agreement, as their interests may appear, and each such policy shall contain a waiver by the insurer of the rights of recourse or subrogation by the insurer against the Tribe and Manager. All insurance shall be in such form and with such

companies as shall be satisfactory to the Executive Committee, and shall comply with the requirements of any financing agreements relating to the Enterprise and the Compact. The Tribe shall use its best efforts to require any financing agreements relating to the Enterprise to provide that the proceeds of insurance shall be made available for the repair and restoration of the properties of the Enterprise. The Tribe's policies shall specify that they are primary and if any other policies of insurance, including policies maintained by Manager, are determined to apply to any claim, such other policy coverage shall be deemed to be in excess of Tribe's policies, as applicable. The Tribe shall provide Manager access to all such insurance policies or binders confirming coverage, including certificates, not less than 10 days prior to the expiration of all prior policies.

9.3 Premium Advance. If Manager shall pay or advance on behalf of the Tribe any insurance premiums or related insurance costs for insurance matters authorized by the Tribe or Executive Committee, the Tribe shall repay same to Manager promptly upon demand of Manager as an Operating Expense.

9.4 Access to Insurance Information. The Tribe and the Executive Committee shall at all times make available to Manager or Manager's insurance agents or insurance brokers all information relating to existing coverage, claims histories as applicable, copies of policies, certificates, binders and the like relating to the Enterprise. The Tribe further authorizes Manager, its insurance agents or brokers to obtain such information directly from Tribe's insurance agents, brokers, and insurance carriers and hereby grants to Manager, its insurance agents or brokers full access to all such information.

9.5 Quality of Insurance Carriers. All insurance coverage shall be written by insurance companies that are A.M. Best rated, A/XI or higher, (except earthquake coverage may be provided by a carrier rated A/IX), and are authorized to do business in the jurisdiction in which the Facility is situated. Provided that the Manager has arranged for the coverages of the risks and in the amounts required by this Article IX, the Tribe assumes all risks in connection with the adequacy of any insurance coverage and waives any claim it may have against Manager for any liability, cost or expense arising out of or in connection with any uninsured (or underinsured) casualty (in part or in full) or any failure by any insurance carrier to defend any claim in whole or in part in any jurisdiction in which a claim is brought of any kind or nature whatsoever.

9.6 Enterprise Expenses. The premiums and other charges to obtain and maintain insurance coverage pursuant to this Article IX shall be paid by the Enterprise, and shall be an Operating Expense.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

10.1 Manager's Representations and Warranties.

(a) Manager hereby represents and warrants to the Tribe, as of the date of execution of this Agreement by Manager, as follows:

(i) Manager has the full authority to execute, enter into and perform its obligations under this Agreement, and the persons who execute this Agreement on behalf of Manager are duly authorized signatories of Manager.

(ii) The persons or entities which individually own or hold at least 5% of the equity of Manager are set forth on **Exhibit B** attached hereto.

(iii) No director, member, officer or person or entity owning five percent (5%) or more of the equity of Manager has been convicted of or pleaded guilty or nolo contendere to any felony, gaming offense or misdemeanor involving moral turpitude.

(iv) Manager has provided to the Tribe for each person or entity listed in Sections 10.1(ii) and 10.1(a)(iii) above, and for such other persons as may be required by law to make such disclosures, a written description of any previous experience that each such person has had with Indian and other gaming activities, including the name and address of all licensing or regulatory agencies to which such person has made application for a gaming license, as well as all other background information required under the IGRA, the Compact or the Tribal Gaming Control Ordinance;

(v) The persons or entities (other than shareholders, directors, members, officers and employees of Manager) who are entitled to compensation based on Manager's rights and obligations under this Agreement are as listed on **Exhibit B** attached hereto.

(vi) Manager has provided to the Tribe a complete and accurate copy of each contract, agreement or document or the existence and terms of any unwritten agreement, which evidences any entitlement to which Section 10.1(a)(v) above refers.

(b) Manager shall notify the Tribe in writing of any future material change to the representations and warranties stated in this Section 10.1. Such notice shall be given by Manager within 10 days after the later of:

(i) the date of such change, or

(ii) the date on which Manager becomes aware of such change.

Each such notice shall be a representation and warranty by Manager, as of the date of such notice, of the change described therein.

(c) Manager shall indemnify the Tribe against any loss, claim, damages, expenses and liabilities (including attorneys fees) incurred by the Tribe as a result of the inaccuracy, or claimed inaccuracy, of any of the Manager's representations and warranties in this Section 10.1.

10.2 Tribe's Representations and Warranties.

(a) The Tribe hereby represents and warrants to Manager, as of the date of execution of this Agreement by the Tribe, as follows:

(i) The Tribe has the full authority to execute, enter into and (subject to approval by the Chairman of the Commission) perform its obligations under this Agreement;

(ii) The persons who have executed this Agreement on behalf of the Tribe are duly authorized by the Tribe to do so and to bind the Tribe hereby;

(iii) The Tribe is not in default under any of its obligations under the Tribal Gaming Control Ordinance, IGRA, the Compact, or any other applicable law.

(iv) The Tribe had previously entered into Development and Management Agreements with Eagle Rock L.L.C. and First Nation Gaming, L.L.C. First Nation Gaming acquired the interest of Eagle Rock, L.L.C. Neither of these agreements is in effect.

(b) The Tribe shall indemnify the Manager against any loss, claim, damages, expenses and liabilities (including attorneys fees) incurred by the Manager as a result of the inaccuracy, or claimed inaccuracy, of any of the Tribe's representations and warranties in this Section 10.2.

ARTICLE XI

CESSATION OF ENTERPRISE

11.1 Cessation of Enterprise by Law. If, during the Term, Gaming cannot be lawfully conducted by the Enterprise through no fault of Manager and by reason of the termination or suspension of the Compact or the application of any legislation or court or administrative agency order or decree adopted or issued by a governmental entity having the authority to do so, Manager shall, within 30 days after such legislation, order or decree becomes effective, elect to:

(i) retain Manager's interest in this Agreement and suspend Gaming operations until such date, if any, during the Term of this Agreement on which Gaming by the Enterprise becomes lawful, in which event the Term shall be suspended, and shall be extended upon recommencement for a like period pursuant to Section 11.3(b), below; or

(ii) terminate Gaming operations and terminate this Agreement.

Manager shall give the Tribe written notice of Manager's election within such 30-day period.

11.2 Cessation of Enterprise By Casualty.

(a) If, during the Term, the Facility or other properties of the Enterprise are damaged by casualty or other occurrence to the extent, as reasonably determined by the Executive Committee, that Gaming cannot be conducted by the Enterprise, Manager shall retain Manager's interest in this Agreement pending repair or reconstruction, suspend Gaming operations pending the repair or reconstruction, and arrange for such repair or reconstruction in the manner described in this Section 11.2, in which event the Term shall be suspended, and shall be extended upon recommencement for a like period pursuant to Section 11.3(b), below.

(b) Manager shall promptly verify the amount of insurance proceeds available to pay the cost of repair or reconstruction. The Executive Committee is hereby granted the authority to

submit, adjust and settle, on behalf of the Tribe, all insurance claims associated with the casualty or occurrence. Manager shall provide copies of all settlement documents to the Council.

(c) All insurance proceeds received as a result of such settlement shall be applied to the cost of such repair or reconstruction, and any surplus after paying all such costs shall be revenues of the Enterprise.

(d) Any repair or reconstruction shall be performed by a contractor selected by the Executive Committee, and shall be completed in accordance with such procedures as set forth in Article IV of this Agreement.

(e) If the Manager determines, or if the parties hereto otherwise discover, that available insurance proceeds and Enterprise monies are not sufficient to pay the costs of the repair or reconstruction, Manager shall make its best efforts to arrange, on behalf of and with the consent of the Tribe, for third-party financing of the amount required to pay such costs on commercially reasonable terms and conditions.

(f) The foregoing notwithstanding, if the casualty loss occurs during the last six (6) months of the Term of this Agreement, Manager may terminate its interest in this Agreement provided that it so notifies the Tribe in writing within ten (10) days after the casualty loss occurs.

11.3 Tribal Guarantee, Term Suspended.

(a) If Gaming operations are suspended pursuant to Section 11.1 or Section 11.2 above, Manager's obligation to make Tribal Guarantee Payments and Supplemental Distribution Shortfall Payments to the Tribe pursuant to Section 7.3 above shall be suspended so long as Gaming operations are suspended.

(b) If Manager has not elected to terminate this Agreement pursuant to Section 11.1, and Gaming operations are suspended pursuant to Section 11.1 or Section 11.2 above, the term of this Agreement as described in Section 3.2 above shall be extended by a period equal to the period of such suspension; provided, however, that Manager's right to extend the Term of this Agreement shall expire, and no such extension shall be granted, if Manager has not lawfully recommenced Gaming activities by the end of the original Term of this Agreement; except if Manager has commenced re-construction prior to the end of the Term and such construction is completed and Gaming commences within six months of the end of the Term, Manager is entitled to the extension provided herein.

ARTICLE XII

DISPUTE RESOLUTION

12.1 Meet and Confer. Whenever during the Term of this Agreement, any disagreement or dispute arises between the parties as to the interpretation of this Agreement or any rights or obligations arising thereunder, including the inability of the Executive Committee to reach a decision required under this Agreement, such matters shall be resolved whenever possible by meeting and conferring. Either party may request such a meeting by giving written notice to the

other, in which case such other party shall make itself available within fourteen (14) days thereafter.

12.2 Arbitration Required. Any claim, controversy or dispute arising out of or relating to this Agreement, or any alleged breach of any provisions hereof, except decisions by a party hereto or a member of the Executive Committee which this Agreement specifically states that such party or member may make in its sole discretion, that is not resolved under the provisions of Section 12.1, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of submission. Disputes between Manager or its officers and employees and the Tribal Gaming Commission, arising out of the Tribal Gaming Commission's exercise of its powers and performance of its duties under the Tribe's Gaming Control Ordinance and gaming regulations shall be resolved in accordance with the Tribe's Gaming Control Ordinance. 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. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter and the parties pursuant to Article XIV below.

12.3 Place of Arbitration. Unless the parties hereto otherwise agree in writing, arbitration proceedings under this Article XII shall be held in San Diego, California.

12.4 Selection of Arbitrators. (a) Except as provided in subparagraph (b), below, unless the parties hereto otherwise agree in writing, any matter to be arbitrated shall be submitted to a panel of three arbitrators. If such a panel is to be selected, within twenty (20) days after commencement of the proceedings, one arbitrator shall be designated by the Tribe, one arbitrator shall be designated by Manager and within thirty (30) days thereafter, the third neutral arbitrator shall be designated by the two arbitrators designated by the parties hereto. If either party fails or refuses to appoint an arbitrator, or if the party-appointed arbitrators cannot agree on the third arbitrator, the American Arbitration Association shall make the appointments.

(b) Notwithstanding the foregoing, in any case in which the claim or amount in controversy is $25,000 or less, the dispute shall be resolved by a single neutral arbitrator selected and appointed through the normal procedures of the American Arbitration Association.

12.5 Choice of Law. In determining any matter the arbitrators shall apply the terms of this Agreement, without adding to, modifying or changing the terms in any respect, and shall apply the laws of the United States, and to the extent not inconsistent therewith, the laws of the State of California (exclusive of its laws governing conflict of laws), including the provisions of Section 1283.05 of the California Code of Civil Procedure, as may be amended; provided that discovery otherwise authorized by Section 1283.05 may be limited by order of the arbitrators.

12.6 Award and Orders. The arbitration award shall be in writing signed by each of the arbitrators, and shall state the basis for the award. In rendering its award, the arbitration panel shall not alter or otherwise modify the provisions of this Agreement. The prevailing party in any arbitration, or in any judicial action under Article XIV to enforce an arbitration award, shall recover from the other party the prevailing party's reasonable attorneys' fees and all costs and expenses incurred by the prevailing party in such action.

12.7 Confidentiality. The parties and the arbitrators shall maintain strict confidentiality with respect to the arbitration, except to the extent disclosure of information is required to compel arbitration or enforce any arbitration award as hereinafter authorized.

12.8 Judicial Enforcement of Arbitration Orders, Judgments or Awards. Either party may seek judicial confirmation, enforcement or other effectuation of an arbitration order, judgment or award in accordance with the provisions of Article XIV.

12.9 Disputes Between the Enterprise and Customers of the Enterprise.

(a) Rules of Play. Manager shall post the rules of play for each type of game, along with these dispute-resolution procedures, or notice thereof, at a conspicuous place, visible and accessible to customers, in the Facility. All games shall be conducted fairly and honestly, pursuant to the posted rules of play. The posted rules of play shall govern the resolution of any dispute between the Enterprise and any customer.

(b) General Manager. Consistent with the Customer Dispute Policy as shall be approved by the Executive Committee, any dispute shall be presented initially to the General Manager. The General Manager shall strive to satisfy the customer. The decision of the General Manager shall be in writing, and shall be sent by certified mail to the customer within ten (10) calendar days of the General Manager's receipt of the writing describing the dispute, with a copy to the Tribal Gaming Commission. The decision of the General Manager shall advise the customer that he or she may appeal the decision to the Tribal Gaming Commission pursuant to Section 12.9(c), below.

(c) Tribal Gaming Commission. Any customer who is not satisfied with the decision of the General Manager may present his or her dispute to the Tribal Gaming Commission, in writing, no later than 10 days after the customer's receipt of the decision of the General Manager. The Tribal Gaming Commission shall review the evidence and issue a decision no later than 20 days following receipt of the customer's appeal of the General Manager's decision. The decision of the Tribal Gaming Commission shall be in writing and shall be final.

ARTICLE XIII

DEFAULTS; TERMINATION

13.1 Termination by Mutual Agreement. This Agreement may be terminated at any time by written agreement executed on behalf of each of the parties hereto and stating the terms and conditions pursuant to which this Agreement is to be terminated.

13.2 Manager Termination Following Cessation of Gaming. Manager shall have the right to terminate this Agreement pursuant to and in the manner provided in Article XI above.

13.3 Manager Default. The Tribe shall have the right to seek specific performance of this Agreement, seek money damages if specific performance is not available, or terminate this Agreement by giving Manager written notice of termination:

(a) If Manager fails to make any payment to the Tribe within 5 days after such payment is due and payable, and such failure is not cured within ten (10) days after the Tribe gives Manager written notice of such failure; or

(b) If Manager defaults in any material way in the performance of any other obligation of Manager under this Agreement or breaches in any material way any representation or warranty made by Manager in this Agreement, and such default or breach is not cured within thirty (30) days after the Tribe gives Manager written notice of such default or breach (or, if such default or breach cannot be cured within such 30-day period and Manager commences a cure within such 30-day period and diligently pursues such cure to completion, for such period as shall be necessary for such default or breach to be cured); or

(c) If an event of default occurs resulting from the Tribe's inability to make required loan payments under the Tribe's loans from Austi, LLC or Bank of America and such inability to make required loan payments results solely from Manager's failure to perform its duties under this Management Agreement or its mismanagement of the Enterprise, and Manager fails to make payments to the Tribe sufficient to cure the Tribe's default on the loans within 30 days after an arbitrator's determination that the Tribe's default resulted solely from Manager's failure to perform its duties under this Management Agreement or its mismanagement of the Enterprise.

13.4 Tribe Default. The Manager shall have the rights to seek specific performance of this Agreement, seek money damages if specific performance is not available, or terminate this Agreement by giving Tribe written notice of termination:

(a) If Tribe fails to make any payment to the Manager within 5 days after such payment is due and payable, and such failure is not cured within ten (10) days after the Manager gives Tribe written notice of such failure; or

(b) If Tribe defaults in any material way in the performance of any other obligation of Tribe under this Agreement or breaches in any material way any representation or warranty made by Tribe in this Agreement, and such default or breach is not cured within thirty (30) days after the Manager gives Tribe written notice of such default or breach (or if such default or breach cannot be cured within such 30-day period and Tribe commences a cure within such 30-day period and diligently pursues such cure to completion, for such period as shall be necessary for such default or breach to be cured).

13.5 Tribal Buy Out. At any time on or after the [redacted] date of the Effective Date, the Tribe shall have the option to terminate this Agreement on any date (the "Tribal Buy Out Date") by giving not less than thirty (30) days written notice to the Manager and by paying the Manager a termination payment that is equal to the present value of: (b)4

(a) the [redacted] for the [redacted] calendar months immediately preceding the Buy Out Date, (b)4

(b) divided by [redacted] (b)4

(c) with the resulting amount multiplied by the number of months (including the appropriate fractions of months represented by any partial months) between the Buy Out Date and the Termination Date.

The "present value," as used in this Section 13.5, shall be calculated using a [redacted] of [redacted] per annum.. The Buy Out shall be effective upon payment to Manager of the sum calculated as set forth above. Upon the effective date of the Buy Out, there shall be no continuing obligations of either the Manager or the Tribe to each other under this Agreement, except as may be provided in Sections 10.1(c), 10.2(b) and 16.12 herein. (b)4

ARTICLE XIV

LIMITED WAIVER OF SOVEREIGN IMMUNITY

14.1 Scope of Waiver. The Tribe expressly and irrevocably waives its sovereign immunity from suit by Manager, but only for purposes of enforcing this Agreement by compelling arbitration, enforcing any arbitration award, or seeking injunctive relief authorized under this Agreement. The Tribe also expressly and irrevocably waives the sovereign immunity of its Tribal Gaming Commission, but only to the extent such waiver may be necessary to enable the Manager to bring suit against the Tribe as authorized under this Article XIV. In connection with any such suit, the Tribe consents to the jurisdiction of the United States District Court for the Southern District of California, the United States Court of Appeals for the Ninth Circuit, and the United States Supreme Court. If the United States District Court for the Southern District of California lacks jurisdiction or declines to exercise jurisdiction, the Tribe consents to the jurisdiction of the California State Court system. The parties agree to California State Court venue in any such case in San Diego County. The Tribe does not waive the defense of sovereign immunity with respect to any action by third parties. To the extent permitted by law, the Tribe waives any application of the doctrine of exhaustion of tribal remedies or any similar rule of comity with respect to tribal courts.

14.2 Limitation Upon Enforcement. Damages awarded against the Tribe shall be satisfied solely from the assets and revenues of the Enterprise and shall not constitute a lien upon or be collectible from any other income or assets of the Tribe. Nothing contained herein shall preclude the Tribe from granting to any lender a security interest in the assets or revenues of the Enterprise to secure the repayment of any loans made by the lender to the Tribe with respect to the Enterprise.

ARTICLE XV

NOTICES

15.1 Form and Addresses. All notices, demands, requests or other communications from one party to the other required or permitted under this Agreement shall be in writing and, until otherwise specified in a written notice given in the manner specified in this Section 15.1, shall be sent to the following addresses:

(a) If to the Tribe:

San Pasqual Band of Mission Indians
ATTN: Tribal Spokesman
27458 North Lake Wohlford Road
P. O. Box 365
Valley Center, CA 92082
Telephone: (760) 749-3200
FAX: (760) 749-3876

and

San Pasqual Executive Committee Representatives
16300 Nyemii Pass Road
P O Box 2379
Valley Center CA 92082
Telephone: (760) 751-1934
FAX: (760) 751-3372

with a copy to:

Glenn M. Feldman, Esq.
Mariscal, Weeks, McIntyre & Friedlander, P.A.
2901 North Central Avenue, Suite 200
Phoenix, AZ 85012
Telephone: (602) 285-5138
FAX: (602) 285-5100

The Tribal Spokesman shall be considered the Tribe's registered agent for service.

(b) If to Manager:

Siren Gaming, L.L.C.
4433 S. Polaris Ave.
Las Vegas, NV 89103
Attention: John Lipkowitz, Manager
Telephone: (702) 740-0421
FAX: (702) 740-0417

with a copy to:

Mark A. Jarboe, Esq.
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Telephone: (612) 340-2686
FAX: (612) 340-2868

Mr. John Lipkowitz or his successor shall be considered the Manager's registered agent for service.

15.2 Manner of Giving. Each such communication shall be given:

(a) By registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid,

(b) By commercial overnight delivery service guaranteeing next business day delivery, or

(c) Via telecopier or facsimile transmission to the facsimile number listed above; provided, however, that if such communication is given by telecopier or facsimile transmission, an original counterpart of such communication shall concurrently be sent in the manner specified in clause (b) above.

15.3 Deemed Given. Each such communication given under Section 15.1 above shall be deemed to have been given:

(a) Four (4) days following the deposit of such communication in the United States mail if mailed;

(b) On the date of delivery if delivered by overnight delivery service; or

(c) On the day of the transmission of such communication if sent by telecopier or facsimile transmission.

ARTICLE XVI

MISCELLANEOUS

16.1 Captions. The captions in this Agreement are inserted for convenience of reference only; they are not part of this Agreement and shall not affect its interpretation.

16.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.
Manager shall not assign or encumber its interest in this Agreement or subcontract its obligations under this Agreement without the prior written consent of the Tribe, which consent may be withheld in the sole discretion of the Tribe; provided that no such assignment shall release the Tribe or Manager from its respective obligations under this Agreement.

If IGRA or any regulation adopted thereto requires approval by the Commission or any official thereof of an assignment or transfer of Manager's interest, no assignment or transfer by Manager under this Section 16.2 shall become effective until the required approval is obtained.

16.3 Entire Agreement; Modifications. This Agreement contains the entire understanding of the parties regarding their subject matter, and supersedes all prior negotiations, understandings and agreements of the parties with respect thereto.

The express terms of this Agreement shall control and supersede any course of performance and/or customary practice inconsistent with such terms. Any subsequent agreement between the parties hereto shall not change or modify this Agreement unless in writing and signed by the party against whom enforcement of such change or modification is sought, and such modification is approved by the Chairman of the Commission.

16.4 Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by the invalidity or unenforceability of any other provision.

16.5 No Waiver. No failure or delay by either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall be a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any occurrence. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver.

16.6 No Joint Venture. Manager is an independent contractor engaged by the Tribe to perform the duties and obligations described in this Agreement. Accordingly, nothing in this Agreement shall be deemed or construed to create a joint venture between the Tribe and Manager.

16.7 No Conveyance. Nothing in this Agreement shall be deemed or construed to transfer or convey to Manager any lien on or interest in the Gaming Site or Facility, or to transfer or convey to Manager any proprietary interest in the Enterprise.

16.8 Time of Essence. Time is of the essence in the performance by the parties hereto of their respective obligations under this Agreement.

16.9 Further Assurances. Each party hereto shall from time-to-time, at the reasonable request of the other party:

(a) Execute and deliver or cause to be executed and delivered such additional documents and papers, and

(b) Take or cause to be taken such additional actions as may be reasonably required to effectively evidence and implement the transactions described in and contemplated by this Agreement.

16.10 Interpretation. No provision of this Agreement shall be interpreted for or against either party because that party or that party's legal representative or counsel drafted such provision.

16.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent not inconsistent therewith, the laws of the State of California (exclusive of its laws governing conflicts of laws).

16.12 Confidentiality. From the date of execution of this Agreement, and for one year following the end of the Term of this Agreement, Manager shall not disclose any confidential or proprietary information regarding the Enterprise obtained as a result of its service as Manager to any person, firm, corporation, association, Indian tribe or other entity, except as required by law, without the express written consent of the Business Committee.

IN WITNESS WHEREOF, the parties hereto have executed this Management Agreement as of the date stated in the introduction hereof.

SAN PASQUAL BAND OF MISSION INDIANS

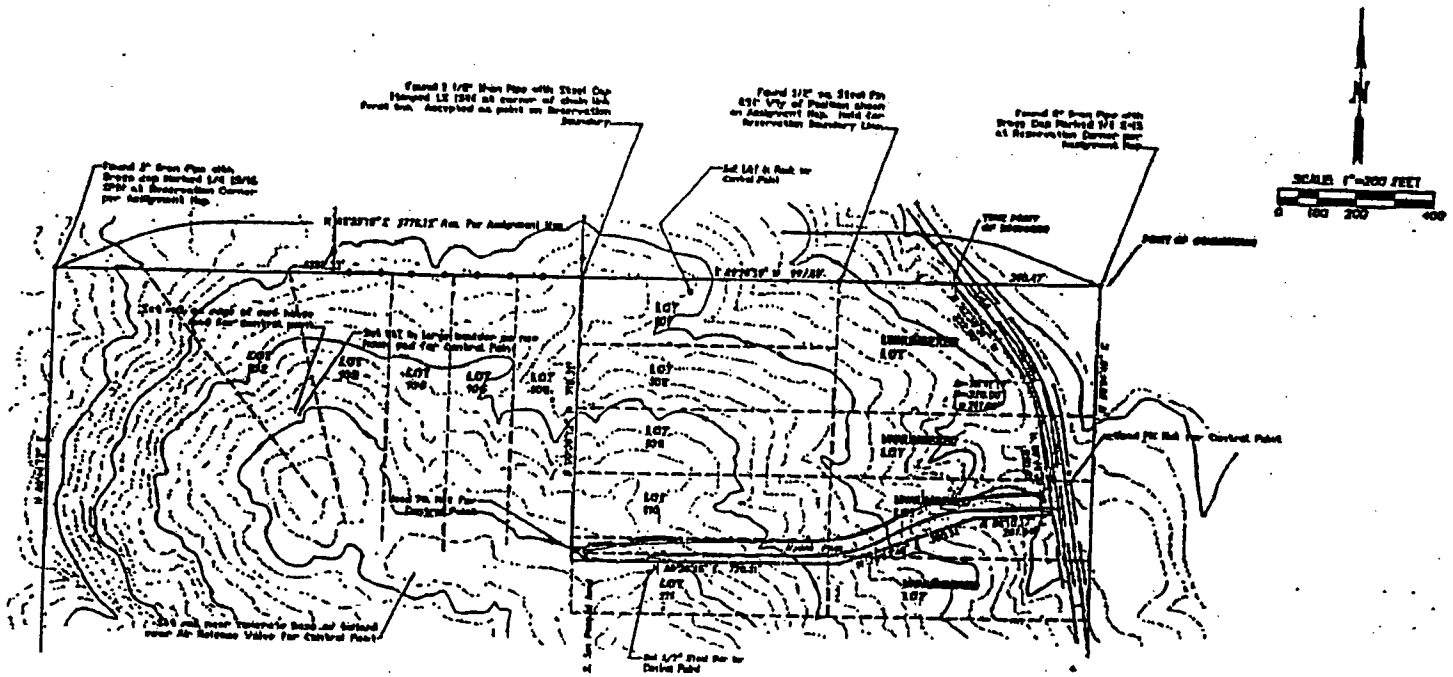
By_____
Title: Spokesman

By_____
Title: Secretary

SIREN GAMING, L.L.C.

By_____
Title: Manager

EXHIBIT A



BOUNDARY LEGAL PLAT
FOR SPIR INTERIM CASINO

Legal Description of the Project Area for the San Pasqual Band of Indians Interim Casino

All that certain real property situated in the San Pasqual Indian Reservation in the County of San Diego, State of California, described as follows:

That portion of the Southwest Quarter of of Section 15, Township 11 South, Range 1 West, San Bernardino Meridian described as follows:

Commencing at the center of said Section 15, thence South 89°26'59"W, 390.47 feet along the East -West centerline of said Section, said centerline of Section also being the Northerly boundary line of the San Pasqual Indian Reservation, to a point of intersection of said Northerly Reservation Boundary with the Westerly right of way of Lake Wohlford Road, said point being the **TRUE POINT OF BEGINNING**; thence continuing along said Northerly Reservation Boundary South 89°26'59" West, 997.60 feet to the Northeast corner of Assignment Lot No. 106 as shown on the San Pasqual Indian Reservation Area Assignment Map; thence leaving said Northerly Reservation boundary South 0°36'12" West, 715.31 feet; thence North 89°26'45" East, 720.31 feet; thence North 70°37'48" East, 380.51 feet, thence North 86°10'37" East, 207.54 feet to a point on the Westerly right of way of Lake Wohlford Road; thence following said Westerly right of way North 9°49'33" West, 230.69 feet to the beginning of a 370.00 foot radius tangent curve, concave Southwesterly; thence continuing along said Westerly right of way along said curve, through a central angle of 32°41'18" and arc distance of 211.09 feet; thence continuing along said Westerly right of way, tangent to said curve, North 42°30'51" West, 222.00 feet to the **TRUE POINT OF BEGINNING**

CONTAINS 18.735 ACRES

REGISTERED PROFESSIONAL ENGINEER
MIK HAMADA
No. 25586
Exp. 12-31-01
CIVIL
STATE OF CALIFORNIA

10-6-00

Lot Closures - Prepared using Survey/Civil Solutions for AutoCAD
Date Prepared: 10/7/2000
Drawing: legal2.dwg

Interim Casino

Project Legal

Bearing	Distance	Northing	Easting	
		922.912	2585.544	Start (POB)
S 89ø26'59" W	997.60	913.331	1587.986	
S 00ø36'12" W	715.31	198.064	1580.454	
N 89ø26'45" E	720.31	205.030	2300.730	
N 70ø37'48" E	380.51	331.233	2659.700	
N 86ø10'37" E	207.54	345.070	2866.775	
N 09ø49'33" W	230.69	572.381	2827.406	
** Horizontal Curve:				
N 26ø10'12" W	208.24	759.275	2735.564	Chord pc-pt
S 80ø10'27" W	370.00	509.239	2462.833	Radial In pc-rp
Delta: 32ø41'18"				
Radius: 370.000				
Length: 211.092				
Tangent: 108.505				
N 47ø29'09" E	370.00	759.275	2735.564	Radial Out rp-pt
N 42ø30'51" W	222.00	922.912	2585.544	
		922.912	2585.544	Close (POB)

Area: 816,097 S.F. 18.735 Acres

REGISTERED PROFESSIONAL ENGINEER
MIK HAMADA
No. 25586
Exp. 12-31-01
CIVIL
STATE OF CALIFORNIA

10-6

San Pasqual Band of Indians
P.O. Box 365 Valley Center, CA 92082
Tel: (619) 749-3200 • Fax: (619) 749-3876

June 22, 1999

National Indian Gaming Commission
Mr. Jason Giles
1441 L. Street Northwest
9th Floor
Washington, D.C. 20005

Dear Mr. Giles:

Enclosed, please find the legal descriptions for the proposed Casino development on the San Pasqual Indian Reservation.

Site #1 - Nyemii Pass
Located on 17.5 acres in Section 15, *Township* 11.S, *Range* 1.W,
Lots 107, 108, 109, *and* 110.

Site #2 - Lake Wohlford Road
Located on 287 *acres in Section* 28&29, *Township* 11.S, *Range* 1.W.

Also attached for your review, is a copy of a map of the San Pasqual Indian Reservation identifying the aforementioned sites.

A copy of the tribe's Constitution and By-laws and a complete legal description of the reservation will be forth coming in a separate correspondence.

Should you have any questions or concerns, you may contact me at (760) 749-3200.

Sincerely,

Rudolph Contreras.
Land and Housing Chairman

COPY

Cc: Glen Feldman, Attorney at Law
Cc: file

TITLE STATEMENT
RESERVATIONS OR RANCHERIAS - CALIFORNIA

Original Name: SAN PASQUAL RESERVATION
Present Name: SAN PASQUAL RESERVATION

Established By: Executive Order.

Date Established: December 29, 1891.

Title Document Trust Patent No. 142190 issued July 1, 1910, to San Pasqual Band.

Location Title Document: Bureau of Indian Affairs, Washington, D. C.

Trust Period: Until removed by Congress.

Description Original Reservation or Rancheria:

SW¼, E½SE¼ of Section 18; N½NE¼, SE¼ of Section 21; E½NW¼, E½NE¼, E½SE¼ of Section 22; NW¼ of Section 23; NW¼NE¼, W½NW¼, SW¼SW¼, S½SW¼ of Section 27; E½SE¼ of Section 28, T. 11 S., R. 1 W., SBBM, Calif., containing 1,214.64. (There were other lands included in this Executive Order, however title had previously passed from the United States, therefore they are not shown here.)

ADDITIONS TO RESERVATION OR RANCHERIA

Authority: Executive Order. Trust Patent No. 04-72-0076 issued February 7, 1972, to the San Pasqual Band of Mission Indians.
Date: April 15, 1911.
Acreage: 164.94
Description: SW¼ of Section 14, T. 11 S., R. 1 W., SBBM, Calif.

SUBTRACTIONS FROM RESERVATION OR RANCHERIA

Authority: N
Date: O
Acreage: N
Description: E

SUMMARY

Original Acreage: 1,214.64
Additional Acreage: 164.94
Subtraction Acreage: None
Net Acreage: 1,379.58
Allotments - None made.

*** TOTAL PAGE.02 ***

** TOTAL PAGE.06 **