The obligations of all parties to this Agreement are subordinated to the rights of the Senior Lender (including BANKFIRST as lender and First National Bank & Trust Company of Williston as depository) as more fully described in the Senior Financing Loan documents, including a certain Consultant Intercreditor Agreement, Development Intercreditor Agreement, and Management Intercreditor Agreement dated June 8, 2005.

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THIRD AMENDED AND RESTATED MANAGEMENT AGREEMENT

BETWEEN THE

KICKAPOO TRIBE OF OKLAHOMA

AND

ELLIS GAMING OKLAHOMA MANAGEMENT, LLC

DATED AS OF MARCH 26, 2006

THIRD AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS **THIRD AMENDED AND RESTATED MANAGEMENT AGREEMENT** has been entered into as of March 26, 2006, by and between the **KICKAPOO TRIBE OF OKLAHOMA** ("Tribe"), and **ELLIS GAMING OKLAHOMA MANAGEMENT, LLC**, a Nevada limited liability company ("Manager").

RECITALS

A. The Tribe is a federally recognized Indian tribe with sovereign powers of self-government, including the power to conduct gaming pursuant to the Indian Gaming Regulatory Act.

B. Ellis Gaming Oklahoma Management, LLC is a Nevada limited liability company with experience in gaming management.

C. To improve the economic conditions of its members, to enable it to serve the social, economic, educational and health needs of the Tribe, to increase the revenues of the Tribe and to enhance the Tribe's economic self sufficiency and self determination, the Tribe intends to construct the Expanded Existing Facility on lands currently in trust for the benefit of the Tribe.

D. The Tribe seeks assistance in opening, operating and managing the Expanded Existing Facility and Manager has represented to the Tribe that it has the expertise, staff and financial capacity to open, operate and manage the Expanded Existing Facility for the Tribe.

E. The Tribe desires to grant Manager the exclusive right and obligation to open, manage, operate and maintain the Expanded Existing Facility as described in this Agreement. This Agreement is entered into pursuant to the Indian Gaming Regulatory Act of 1988, PL 100-497, 25 U.S.C. Section 2701 et seq. (the "IGRA") as that statute may be amended. All gaming conducted at the Expanded Existing Facility will at all times comply with the IGRA, applicable Tribal law and the Compact.

F. The Tribe and Manager entered into a management agreement, dated as of March 31, 2005 (the "Original Management Agreement").

G. The development of an expanded gaming facility for the Tribe requires financing by third party lenders.

H. The Tribe is entitled pursuant to its tribal-state gaming compact ("Compact") with the State of Oklahoma to conduct gaming and is currently doing so.

I. The Tribe and Manager desire to amend the Original Management Agreement in order to facilitate the financings contemplated above.

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

ARTICLE 1. DEFINITIONS

As they are used in this Agreement, the terms listed below shall have the meaning assigned to them in this Section:

"Agreement" shall mean this Third Amended and Restated Management Agreement.

"Affiliate" means as to Manager, any corporation, partnership, limited liability company, joint venture, trust department or agency or individual controlled by, under common control with, or which directly or indirectly controls, Manager; and as to the Tribe, any corporation, partnership, limited liability company, joint venture, trust department or agency or individual controlled by, under common control with, or which directly or indirectly controls, the Tribe.

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

"Business Board" shall mean the decision-making body created by the Manager and the Tribe and described in Section 3.3.

"Business Committee" shall mean the tribal body created pursuant to the Constitution which has the power to enter into this Agreement on behalf of the Tribe.

"Calculation Year" shall mean the twelve (12) month period commencing on the Commencement Date and each successive twelve (12) month period.

"Capital Budget" shall mean the capital budget described in Section 3.19.

"Capital Replacement(s)" shall mean any alteration or rebuilding or renovation of the Expanded Existing Facility, and any replacement of Furnishings and Equipment, the cost of which is capitalized and depreciated rather than being expensed under GAAP.

"Capital Replacement Reserve" shall mean the reserve described in Section 3.21, into which periodic contributions are paid pursuant to Section 3.22.

"Cash Collateral Account" shall mean the collateral account in favor of Manager and Developer established under subsection 4.1(b) hereof.

"Cash Collateral Agreement" shall mean the collateral agreement granting Manager a security interest in the Cash Collateral Account, subordinated to the security interest of the Senior Financing Lender, which shall be in a form reasonably acceptable to the Senior Financing Lender, Manager and the Tribe, and which shall be entered into by the Tribe and Manager after

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execution by the Tribe and the Senior Financing Lender of the Senior Financing Loan Agreement or at such other time as the Manager shall request.

"Change of Control" shall mean a change in the membership of Manager that results in a person or entity other than Ellis Gaming, LLC controlling Manager, or that results in a change of control of Ellis Gaming, LLC.

"Class II Gaming" shall mean Class II Gaming as defined in the IGRA.

"Class III Gaming" shall mean Class III Gaming as defined in the IGRA.

"Collateral" shall mean (i) the Net Revenues of the Expanded Existing Facility; and (ii) the Furnishings and Equipment of the Expanded Existing Facility, and all replacements and substitutions therefor and accessions thereto, but only to the extent that the Furnishings and Equipment are not financed by any Senior Financing and encumbered by a corresponding Senior Financing lien. Net Revenues shall cease to be Collateral at the moment such Net Revenues become Tribal Distributions, and the Collateral shall not include Tribal Distributions, assets of the Tribe purchased with Tribal Distributions, or any other asset of the Tribe. The Collateral also shall exclude any interest in the Tribe's reservation or trust lands or any fixtures attached thereto, and shall exclude any other trust assets of the Tribe. The Collateral is secured pursuant to the Cash Collateral Agreement, if any, and the Security Agreement.

"Collateral Agreements" shall mean any agreements defined as collateral agreements under 25 U.S.C. Section 2711(a)(3) and regulations issued thereto at 25 C.F.R. Section 502.5, and as may be amended.

"Commencement Date" shall mean the date this Agreement is approved by the NIGC.

"Compact" shall mean the Compact between the Tribe and the State, deemed approved and in effect as of March 11, 2005, pursuant to notice published on March 11, 2005 in 70 Fed.Reg. 12,230, as the same may, from time to time, be amended; or such other compact or consent decree that may be substituted therefor.

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

"Confidential Information" shall mean the information described in Section 17.15.

"Constitution" shall mean the Constitution of the Tribe, ratified by a vote of registered tribal voters in an election held by the Secretary of the Interior on December 10, 1977.

"Consulting Agreement" shall mean the consulting agreement between Ellis Gaming, LLC and the Tribe, dated as of February 8, 2005.

"Debtor Relief Law" means the Bankruptcy Code of the United States of America, as amended from time to time, or any other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law from time to time in effect affecting the rights of creditors generally.

"Developer" shall mean Ellis Gaming Oklahoma Development, LLC, a Nevada limited liability company, which is a wholly owned subsidiary of Ellis Gaming, LLC.

"Development Agreement" shall mean the Third Amended and Restated Development Agreement by and between Ellis Gaming Oklahoma Development, LLC and the Tribe, and as thereafter amended.

"Development Expenditures" shall have the meaning defined in the Development Agreement.

"Development Loans" shall have the meaning defined in the Development Agreement.

"Development Notes" shall have the meaning defined in the Development Agreement.

"Disbursement Accounts" shall mean the bank account or accounts described in subsection 4.1(c).

"Economically Feasible" means, for purposes of Section 11.6, that the Net Revenues from any operations of the Enterprise in question shall on a monthly basis exceed the aggregate debt service payments due and payable during such month on each of the Loans and any other indebtedness to which Manager has subordinated its liens.

"Effective Date" shall have the meaning provided in Section 17.23.

"Ellis Gaming, LLC" shall mean Ellis Gaming, LLC, a Nevada limited liability company which is the sole owner of Manager.

"Emergency Condition" shall have the meaning set forth in Section 3.20.

"Enterprise" shall mean the enterprise of the Tribe created by the Tribe to engage in Class II and Class III Gaming at the Expanded Existing Facility, and which shall include all gaming at the Expanded Existing Facility and any other lawful commercial activity allowed in the Expanded Existing Facility, including but not limited to the sale of alcohol, tobacco, gifts and souvenirs.

"Enterprise Accounts" shall mean those accounts described in subsection 4.1(a).

"Enterprise Employee" shall mean all employees who work at the Expanded Existing Facility, and shall not include any employees of Manager who provide services to the Enterprise.

"Enterprise Employee Policies" shall mean those employee policies described in subsection 3.9(b).

"Enterprise Investment Policy" shall have the meaning described in subsection 4.1(a).

"Existing Facility" shall mean the Tribe's existing gaming facility with approximately gaming devices operated by the Tribe as the "Kickapoo Casino" and located on Highway 62 in McLoud, Oklahoma.

"Existing Facility Site" shall mean the parcel of trust land in McCloud, Oklahoma, on which the Existing Facility is located, described on the attached Exhibit A.

"Expanded Existing Facility" means the Existing Facility, as enlarged by the Expansion, the temporary and permanent buildings, structures and improvements located on the Existing Facility Site, and all fixtures, Furnishings and Equipment attached to, forming a part of, or necessary for the operation of the Enterprise on that Site.

"Expansion" means the addition which will be added on to the Existing Facility, along with new parking and related utilities.

"Fiscal Year" shall mean commencing as of the Commencement Date, each twelve (12) month period or portion thereof ending on September 30 of each year as currently used by the Tribe as the fiscal year for its financial statements.

"Furnishings and Equipment" shall mean all furniture, furnishings and equipment required for the operation of the Enterprise in accordance with the standards set forth in this Agreement, including, without limitation:

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

(ii) Gaming Equipment;

(iii) office furnishings and equipment;

(iv) specialized equipment necessary for the operation of any portion of the Enterprise for accessory purposes, including but not limited to equipment for kitchens, laundries, dry cleaning, cocktail lounges, restaurants, public rooms, commercial and parking spaces, and recreational facilities;

(v) hotel equipment (to the extent a hotel is included in the Enterprise); and

(vi) all other furnishings and equipment hereafter located and installed in or about the Expanded Existing Facility which are used in the operation of the Enterprise.

"Gaming" shall mean any and all activities defined as Class II and Class III Gaming.

"Gaming Equipment" shall mean equipment permitted under the IGRA for Gaming, including without limitation slot machines, video games of chance, table games, keno equipment and other Class II and Class III Gaming equipment.

"Gaming Ordinance" shall mean the gaming ordinance adopted by the Tribe and approved by the NIGC pursuant to which the KGC will regulate Gaming at the Expanded Existing Facility.

"General Manager" shall mean the most senior executive responsible for directing the operation of the Enterprise.

"Generally Accepted Accounting Principles" or "GAAP" shall mean as of any date of determination, accounting principles set forth as generally accepted in the United States of America in currently effective opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and in statements of the Financial Accounting Standards Board or the Governmental Accounting Standards Board, as applicable, together with interpretive rulings and bulletins issued in connection therewith. The term "consistently applied," as used in connection therewith, means that the accounting principles applied are consistent in all material respects to those applied at prior dates or for prior periods.

"Governmental Action" means any resolution, ordinance, statute, regulation, order or decision of the Tribe or any instrumentality or agency of the Tribe, regardless of how constituted, that has the force of law.

"Governmental Approvals" means any required approvals for a particular action or event which must be obtained from the federal government, the State or the Tribe, or from any instrumentality or agency or commission thereof.

"Governmental Authority" means (a) any federal, tribal, state, county or municipal government, or political subdivision thereof, (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, (c) any court, administrative tribunal or public utility, or (d) any arbitration tribunal or other non-governmental authority to whose jurisdiction a Person has consented.

"Gross Gaming Revenue (Win)" shall mean the net win from gaming activities which is the difference between gaming wins and losses before deducting costs and expenses.

"Gross Revenues" shall mean all revenues of any nature derived directly or indirectly from the Enterprise including, without limitation, Gross Gaming Revenue (Win), food and beverage sales and other rental or other receipts from lessees, sublessees, licensees and

concessionaires (but not the gross receipts of such lessees, sublessees, licensees and concessionaires provided that such lessees, sublessees, licensees and concessionaires are not Affiliates or Insiders of Manager), and revenue recorded from Promotional Allowances, but excluding any Permitted Taxes.

"Guaranty" means the guarantee of the obligations of Manager to the Tribe, executed by Ellis Gaming, LLC, for the benefit of the Tribe, in the form attached hereto as Exhibit B.

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

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

"Insider" shall mean any manager, officer or person in control of the Manager, any partnership in which the Manager is a general partner, any general partner of the Manager, any Affiliate, any Insider of an Affiliate or any managing agent of the Manager and shall include persons or entities that become Insiders after the date of this Agreement, whether as the result of a merger, acquisition, restructuring or otherwise.

"Interest Rate" shall mean

"Internal Control Systems" shall mean the systems described in Section 3.24.

"Kickapoo Gaming Commission" or "KGC" shall mean the Kickapoo Gaming Commission created pursuant to the Gaming Ordinance, which regulates the Class II and Class III Gaming of the Tribe in accordance with the Compact, the IGRA and the Gaming Ordinance.

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

"Limited Recourse" shall mean that all Loans and all liabilities of the Tribe under or related to the other Transaction Documents, the Enterprise or the Kickapoo Gaming Commission, and any related awards, judgments or decrees, shall be payable solely out of the Collateral and shall be a limited recourse obligation of the Tribe, with no recourse to any other tribal assets. In no event shall Developer or the Senior Financing Lender have recourse to (a) the physical property of the Expanded Existing Facility (other than Furnishings and Equipment subject to any corresponding security interest securing financing for the Furnishings and Equipment, (b) Tribal Distributions, (c) assets of the Tribe purchased with Tribal Distributions, (d) revenues or assets of any other gaming facility developed and operated by the Tribe in

accordance with Section 8.2 of this Agreement without Manager's involvement, or (e) any other asset of the Tribe.

"Loans" shall mean the Development Loans, the Working Capital Advance Note, and the Senior Financing Loan.

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

"Management Fee" shall mean the management fee described in Section 5.1.

"Manager" shall mean Ellis Gaming Oklahoma Management, LLC, a Nevada limited liability company.

"Manager Event of Default" has the meaning described in Section 10.2.

"Manager Internal Expenses" shall mean Manager's corporate overhead, including without limitation salaries or benefits of any of Manager's officers and employees, whether or not they perform services for the Project or the Enterprise, and any travel or other expenses of Manager and Manager Employees.

"Manager Working Capital Advances" shall have the meaning set forth in Section 5.4 below.

"Managing Officer" shall mean the person designated by Manager to serve as a liaison between the Manager and the Tribe.

"Manager's Employees" shall have the meaning described in Section 3.9(c).

"Marks" means all trade names, trade marks and service marks used by the Expanded Existing Facility or the Enterprise.

"Material Breach" means a failure of either party to perform any material duty or obligation on its part, if such party fails to (i) cure the specified payment default specified under subsection 10.2(a) within five (5) days following receipt of the notice provided under Section 17.3; (ii) cure any other specified default within thirty (30) days following receipt of the notice provided under Section 17.3, or (ii) if such other default is not capable of being cured within thirty (30) days, commences such cure within thirty (30) days, proceeds diligently to complete the cure, and completes the cure no later than ninety (90) days after receipt of such notice.

"Member of the Tribe Government" shall mean any member of the Business Committee, the KGC or any independent board or body created to oversee any aspect of Gaming.

"Minimum Balance" shall mean the amount described in subsection 4.1(a).

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"Minimum Guaranteed Monthly Payment" shall mean the payment due to the Tribe with respect to the Expanded Existing Facility for each month commencing in the month after the Commencement Date, payable in accordance with 25 U.S.C. Section 2711(b)(3) and Section 5.7 hereof.

"Minimum Guaranteed Payment Advances" shall have the meaning set out in Section 5.8 and shall be subject to repayment to the limited extent provided in that section.

"Monthly Distribution Payment" shall have the meaning set forth in Section 5.6.

"National Indian Gaming Commission" or "NIGC" means the commission established pursuant to 25 U.S.C. Section 2704.

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

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

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

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

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

(iv) any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, tourist taxes or charges received from patrons and passed on to a governmental or quasi governmental entity, including without limitation any Permitted Taxes;

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

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

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

(viii) any proceeds of financing or refinancing.

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

"Net Revenues (other)" shall mean all Gross Revenues of the Enterprise from all other sources in support of Class II or Class III gaming not included in "Net Revenues (gaming)," such as food and beverage, hotel, entertainment and retail (in each case, only to the extent such Gross

Revenues are derived from activities included in the Enterprise, in accordance with the definition thereof), less all Operating Expenses, excluding the Management Fee and less the retail value of Promotional Allowances, if any, and less the following revenues actually received by the Enterprise and included in Gross Revenues:

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

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

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

(iv) any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, tourist taxes or charges received from patrons and passed on to a governmental or quasi governmental entity, including without limitation any Permitted Taxes;

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

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

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

(viii) any proceeds of financing or refinancing.

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

"NIGC Approval" means the written approval by the NIGC of this Agreement.

"Operating Budget and Annual Plan" shall mean the operating budget and plan described in Section 3.15.

"Operating Expenses" shall mean all expenses of the operation of the Enterprise, pursuant to GAAP, including but not limited to the following:

(i) the Compensation of Enterprise Employees;

(ii) Operating Supplies and materials for the Enterprise;

(iii) utilities;

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

(v) interest on the Loans and all other loans or capital leases pertaining to the Expanded Existing Facility and the Enterprise;

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

(vii) insurance and bonding;

(viii) advertising and marketing,

(ix) accounting, audit, consulting, legal and other professional fees;

(x) security costs incurred pursuant to a budget approved by the Business Board;

(xi) KGC costs, not to exceed

(xii) operating lease payments for Furnishings and Equipment, and capital lease payments properly expensed under GAAP;

(xiii) trash removal;

(xiv) cost of goods sold at the Expanded Existing Facility;

(xv) other expenses designated as Operating Expenses in accordance with the accounting standards as referred to in subsection 4.3(c);

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

(xvii) depreciation and amortization of the Expanded Existing Facility based on and depreciation and amortization of all other assets in accordance with GAAP;

(xviii) recruiting and training expenses;

(xix) fees due to the NIGC under the IGRA;

(xx) charges, assessments, fines or fees imposed by governmental entities of the Tribe which are reasonably related to the cost of Tribal governmental regulation of public health, safety or welfare, or the integrity of Tribal gaming operations, to the extent permitted under Section 7.2;

(xxi) any required payments to or on behalf of the State, any local governments made by or on behalf of the Enterprise or the Tribe pursuant to the Compact or any related consent decree, or pursuant to any agreement with the State or any county or local government;

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(xxii) any budgeted charitable contributions by the Enterprise for the benefit of charities located or providing services in the vicinity of the Site;

(xxiii) Pre-opening expenses shall be capitalized and treated as an expense during the first year after opening; and

(xxiv) any lawful sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, tourist taxes or charges received from patrons and passed on to a governmental or quasi governmental entity, including without limitation Permitted Taxes.

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

"Permitted Taxes" shall mean taxes, fees, assessments or other charges imposed by the Tribe that are permitted under Section 7.2.

"Plans and Specifications" shall mean the final Plans and Specifications approved for the Expanded Existing Facility as described in the Development Agreement.

"Pre-Opening Budget" shall have the meaning described in Section 3.14.

"Pre-Opening Expenses" shall have the meaning described in Section 3.14.

"Project" shall mean the opening, operation and management of the Expanded Existing Facility.

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

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

"Security Agreement" shall mean the security agreement to be executed by the Tribe in favor of Manager, which agreement shall be in a mutually agreeable form in the event that it is necessary.

"Senior Financing" or "Senior Financing Loan" shall mean any loan, loans or equipment leases from a party other than Developer intended to finance part of the Development Expenditures, the principal amount of which, when added to the principal amount of the Development Loans, will finance all Development Expenditures.

"Site" shall mean the Existing Facility Site.

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"Specific Performance Restriction" shall mean that no arbitrator or court shall have the power to compel, overturn, negate or in any manner modify any Governmental Action; but such restriction shall not prevent an arbitrator from determining that the taking of any Governmental Action or the failure to take any Governmental Action, which is not caused by a breach of the Manager's obligations under this Agreement, constitutes a breach of this Agreement by the Tribe or the impairment of rights of the Manager under this Agreement; and which therefore results in liability on the part of the Tribe for damages in favor of the Manager as provided in this Agreement ~~and enforcement of the obligations of the Tribe to the Manager, including any security agreements and collateral instruments, in accordance with their terms~~.

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"State" shall refer to the State of Oklahoma.

"Term" shall mean the term of this Agreement as described in Section 2.2.

"Transaction Documents" shall mean, individually or collectively, as the context may require, this Agreement, the Cash Collateral Agreement, if any, the Security Agreement, the Development Agreement, the Consulting Agreement, and any other documents, instruments and agreements between Manager and the Tribe referenced therein, each as heretofore and hereafter amended.

"Tribal Distribution" shall mean any payment owed to or received by the Tribe pursuant to or in connection with this Agreement, the Development Agreement, or any other Transaction Document, including but not limited to Monthly Distribution Payments, Minimum Guaranteed Monthly Payments and any other payments owed to or received by the Tribe from the Enterprise.

"Tribe Event of Default" has the meaning described in Section 10.1.

"Working Capital Advance Note" shall mean the Promissory Note to be executed by the Tribe to evidence Manager Working Capital Advances which shall be in the form attached hereto as Exhibit E, together with all amendments, substitutions and renewals thereof, but shall be subordinated to the Senior Financing Loan.

ARTICLE 2. ENGAGEMENT OF MANAGER; COMPLIANCE

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

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

2.2 Term. The term of this Agreement shall begin after the Effective Date, and unless earlier terminated in accordance with its terms, shall continue until a date which is years from the Commencement Date.

2.3 Status of Site. The Tribe will maintain the Existing Facility Site throughout the

Term as land held in trust by the United States of America for the benefit of the Tribe, eligible as a location upon which Gaming can occur. The Tribe covenants, during the term hereof, that subject to Legal Requirements, including applicable licensing requirements, Manager shall and may peaceably have complete access to and presence in the Expanded Existing Facility in accordance with the terms of this Agreement, free from molestation, eviction and disturbance by the Tribe or by any person or entity; provided, however, that such right of access to and presence in the Expanded Existing Facility shall cease upon the termination of this Agreement pursuant to its terms.

2.4 Manager Compliance with Law; Licenses. Manager covenants that it will at all times comply with Legal Requirements, including the Gaming Ordinance, the IGRA, the Compact, State statutes (to the extent applicable, if any), and any licenses issued under any of the foregoing.

2.5 Compliance with Compact. The parties shall at times comply with the provisions of the Compact.

2.6 Fire and Safety. Manager shall ensure that the Expanded Existing Facility shall be constructed and maintained in compliance with all local and State fire and safety statutes, ordinances, and regulations which would be applicable if the Expanded Existing Facility were located outside of the jurisdiction of the Tribe, notwithstanding the legal preemption of such statutes, ordinances and regulations at the Facilities. Nothing in this Section shall grant any jurisdiction to the State or any political subdivision thereof over the Existing Facility Site. The Tribe shall be responsible for arranging fire protection and police services for the Expanded Existing Facility.

2.7 Compliance with the National Environmental Policy Act. With the assistance of Manager, the Tribe shall supply the NIGC with all information necessary for the NIGC to comply with any regulations of the NIGC issued pursuant to the National Environmental Policy Act ("NEPA").

2.8 Commencement Date. Manager shall memorialize the Commencement Date, as it applies to the Enterprise, in a writing signed by Manager and delivered to the Tribe and to the Chairman of the NIGC.

ARTICLE 3. BUSINESS AND AFFAIRS OF THE ENTERPRISE

3.1 Manager's Authority and Responsibility. Manager shall conduct and direct all business and affairs in connection with the day-to-day operation, management and maintenance of the Enterprise and the Expanded Existing Facility, including the establishment of operating days and hours. It is the parties' intention that the Enterprise be open twenty-four (24) hours daily, seven (7) days a week. Manager is hereby granted the necessary power and authority to act in order to fulfill all of its responsibilities under this Agreement. Nothing herein grants or is intended to grant Manager a titled interest to the Expanded Existing Facility or to the Enterprise. Manager hereby accepts such retention and engagement. The Tribe shall have the sole proprietary interest in and ultimate responsibility for the conduct of all Gaming conducted by the Enterprise, subject to the rights and responsibilities of Manager under this Agreement.

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

(a) Physical Duties. Manager shall use reasonable measures for the orderly physical administration, management, and operation of the Enterprise and the Expanded Existing Facility, including without limitation cleaning, painting, decorating, plumbing, carpeting, grounds care and such other maintenance and repair work as is reasonably necessary.

(b) Compliance with Tribe Ordinances. Manager shall comply with all duly enacted statutes, regulations and ordinances of the Tribe.

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

3.3 Business Board. Manager and the Tribe agree to create a Business Board comprised of an equal number of persons representing and designated by the Tribe and the Manager. Unless otherwise agreed by the Tribe and the Manager, the Business Board shall have four (4) members. Any member of the Business Board may designate another person to exercise authority as a member by written notice signed by such Business Board member and given in accordance with Section 17.3 of this Agreement. The Business Board shall remain active during the entire term of this Agreement. Within thirty (30) days following the date of this Agreement, each party shall give the other notice of the individuals initially designated by each to serve on the Business Board. The Business Board shall have the obligations, rights and powers described in this Agreement. In order to be effective, any action of the Business Board must be the result of mutual agreement of a majority of the Business Board members or their designees at a meeting at which both Tribe Representatives (or their duly designated designees) are present; or, in the event of action by written consent, by consent signed by both Tribe Representatives (or their designees) and at least one Manager Representative (or his/her designee). In the event mutual agreement cannot be reached, the appropriate action shall be determined in the manner provided in Article 12.

3.4 Manager's Contractual Authorization; Contracts in Tribe's Name Doing Business as the Enterprise and at Arm's Length. Manager is authorized to make, enter into and perform in the name of the Tribe doing business as the Enterprise, such contracts deemed necessary by Manager to perform its obligations under this Agreement, provided such contracts comply with the terms and conditions of this Agreement, including, but not limited to, this Section 3.4, and provided such contracts do not obligate the Enterprise to pay sums not approved in the Operating Budget and Annual Plan or the Capital Budget. Contracts for the operations of the Enterprise shall be entered into in the name of the Enterprise, and signed by the General Manager. Any contract, excluding contracts for capital expenditures identified in the Capital Budget, requiring an expenditure in any year in excess of [ ] or such higher amount as may be set by the Business Committee, shall be approved by the Business Board;

Neither

the Tribe nor the Enterprise shall enter into any transaction of any kind with any Affiliate or Insider of the Manager other than transactions on terms at least as favorable to the Enterprise as would be the case in an arm's length transaction between unrelated parties of equal bargaining power, the terms of which are disclosed to the Business Board in writing and approved thereby, such approval not to be unreasonably withheld, delayed or conditioned. Nothing contained in this Section 3.4 shall be deemed to be or constitute a waiver of the Tribe's sovereign immunity.

3.5 Enterprise Operating Standards. Manager shall use its best efforts to operate the Enterprise in a proper, efficient and competitive manner in accordance with operating standards which are consistent with the highest operating standards of the casino, hospitality and resort industries.

3.6 Security. Manager shall provide for appropriate security for the operation of the Enterprise. All aspects of the Expanded Existing Facility security shall be the responsibility of Manager.

3.7 Damage, Condemnation or Impossibility of the Enterprise. Damage to or destruction or condemnation of the Expanded Existing Facility or the Enterprise shall be governed by the provisions of Section 11.8 of the Development Agreement.

3.8 Alcoholic Beverages and Tobacco Sales. During the term of this Agreement alcoholic beverages will be served at the Expanded Existing Facility if permissible in accordance with applicable law. Tobacco may be sold at the Expanded Existing Facility subject to and in accordance with applicable licensing requirements, if any.

3.9 Employees.

(a) Manager's Responsibility. Manager shall have, subject to the terms of this Agreement, the exclusive responsibility and authority to direct the selection, control and discharge of all employees performing regular services for the Enterprise in connection with the maintenance, operation, and management of the Enterprise and the Expanded Existing Facility and any activity upon the Site; and the sole responsibility for determining whether a prospective employee is qualified and the appropriate level of Compensation to be paid, except that the Gaming Commission shall have the exclusive right to determine licensing qualifications.

(b) Enterprise Employee Policies. Manager shall prepare a draft of personnel policies and procedures (the "Enterprise Employee Policies"), including a job classification system with salary levels and scales, which policies and procedures shall be subject to approval by the Business Committee. Enterprise employees are employed on an "at-will" basis and, unless expressly stated otherwise, nothing contained in this Agreement or the Enterprise Employee Policies shall be construed to affect the "at-will" nature of employment with the Enterprise. The Enterprise Employee Policies shall include a grievance procedure in order to establish fair and uniform standards for the Enterprise employees, which will include procedures for the resolution of disputes between the Enterprise and Enterprise employees. At a minimum, the Enterprise Employee Policies shall provide for an employee grievance process which provides the following: A written "Board of Review" process will be created by the Enterprise's general manager to provide Enterprise employees with a procedure for bringing grievances

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involving substantial work related issues to the attention of Enterprise management so they may be promptly and permanently resolved in a fair and equitable manner. The Board of Review process will be available to all Enterprise employees except: (i) job applicants, temporary employees, and part-time employees; (ii) employees at the director level and above; and (iii) employees discharged for actions involving violations of tribal law, including tribal gaming regulations, or federal, state, or local law. Enterprise employees will be eligible to use the Board of Review process if they have: (A) completed their probationary employment period as defined in the Enterprise Employee Policies; (B) concluded all required preliminary procedures before seeking a Board of Review hearing; (C) completed a Board of Review hearing request form; and (D) submitted the hearing request form within the allotted time frame to the Enterprise human resources department and a copy to the head of their home department in the Enterprise. The Enterprise's human resources department shall be responsible for determining the composition of the hearing panel, for establishing hearing rules and procedures, in each case subject to the provisions of the Enterprise Employee Policies, and for providing an interpreter, as necessary, for Tribal members employed by the Enterprise and who fulfill the eligibility criteria to use the Board of Review process. The Board of Review will be empowered to make a range of decisions necessary to fully resolve the grievance, including reinstatement (with or without backpay) or upholding the employee's discharge. The Board of Review's decision on the grievance will be final and binding for the employee and the Enterprise, and there will be no appeal beyond the Board of Review except as may be expressly provided in the Enterprise Employee Policies. Manager shall be responsible for administering the Enterprise Employee Policies. Any amendments to the Enterprise Employee Policies must be consistent with this subsection and shall not be effective unless they are approved by the Business Board. If the Business Board for any reason declines to meet to discuss a proposed amendment, after not less than twenty (20) days written notice of any such amendment, the Business Board shall be deemed to have consented to such amendment.

(d) Senior Employees. The selection of the Chief Financial Officer, Casino Manager, and Human Resources Manager for the Expanded Existing Facility or the functionally equivalent positions, shall be subject to consultation between, and agreement by, Manager and the Business Committee.

Manager shall meet with the Business Committee to discuss persons that the Manager proposes to select for those positions, and the Business Committee's approval shall be deemed given unless a specific written objection thereto is delivered to Manager within ten (10) days after Manager and the Business Committee have met to discuss the proposed selections. If the Business Committee for

any reason declines to meet with Manager to discuss a proposed selection after not less than ten (10) days written notice, the Business Committee shall be deemed to have consented unless a specific written objection is delivered to Manager within five (5) days after the date of the proposed meeting. In the event that the Business Committee and the Manager are not able to reach mutual agreement concerning any disputed selection under this subsection within a period of fifteen (15) days after the date the Business Committee provide written notice of the Tribe's objection to Manager, either party shall be entitled to submit the dispute to arbitration in accordance with Article 12. Manager agrees that it shall not enter into any non-competition agreements with any senior employees described in this subsection (d) that would prevent such employees from working for the Tribe after the end of the Term of this Agreement

(e) Enterprise Employees. The terms of employment of all Enterprise Employees shall be structured as though all labor, employment, and unemployment insurance laws applicable in the State which would apply to Enterprise Employees if they were not working on tribal trust land would also apply to Enterprise Employees; except that the Tribe reserves the right to by ordinance establish a workman's compensation trust fund and worker's compensation system instead of adopting State workers compensation law, and to adopt other laws and regulations that might preempt otherwise applicable law.

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

(g) Employees of the Tribe. All Enterprise Employees shall be employees of the Tribe, except for those employees identified in Section 3.9(c) hereof.

(h) Manager Employees and Related Expenses. No Manager Internal Expenses shall be paid by the Enterprise; all Manager Internal Expenses shall be assumed by Manager and the Management Fee is intended to be full and complete compensation to Manager for all Manager Internal Expenses. No officer, director, shareholder or employee of Manager shall be compensated by wages from or contract payments by the Enterprise for their efforts or for any work which they perform under this Agreement. Manager shall not receive any payments from the Enterprise other than the Management Fee to be paid to Manager under Section 5.1.

(i) KGC Employees. Manager shall not hire any persons to work at the Expanded Existing Facility who are employees of, or whose employment would be a conflict with, the KGC.

3.10 KGC Expenses. Subject to the annual cap on expenses to be considered Operating Expenses as described in subsection (xi) of the definition of Operating Expenses, the funding of the operation of the KGC shall be an Operating Expense. The budget for the KGC shall reflect the reasonable cost of regulating the Enterprise, and shall be subject to approval of the Business Committee. The decisions and actions of the KGC as to Manager shall be subject to the provisions of Article 12 hereof, including without limitation the Specific Performance Restriction.

3.11 Employee and Manager Background Checks. A background investigation shall

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be conducted by the KGC in compliance with all Legal Requirements, to the extent applicable, on each applicant for employment and on Manager as soon as reasonably practicable. No individual whose prior activities, criminal record, if any, or reputation, habits and associations are known to pose a threat to the public interest, the effective regulation of Gaming, or to the gaming licenses of Manager, or to create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of Gaming, shall knowingly be employed by Manager or the Tribe. The background investigation procedures employed by the KGC shall satisfy all regulatory requirements independently applicable to Manager. Any cost associated with obtaining such background investigations shall constitute an Operating Expense; provided, however, the costs of background investigations relating to Manager, and the shareholders, officers, directors or employees of Manager, Manager or their Affiliates shall be borne solely by Manager, shall be nonrefundable, shall not be treated as part of the Development Loan or as Operating Expenses of the Enterprise.

3.12 Indian Preference. In order to maximize benefits of the Enterprise to the Tribe, Manager shall, during the term of this Agreement, to the maximum extent reasonably possible under applicable law, including, but not limited to the Indian Civil Rights Act, 25 U.S.C. Section 1301, et seq., give preference in recruiting, training and employment to qualified members of the Tribe, their spouses, and children in all job categories of the Enterprise, including senior management. Manager shall abide by any duly enacted tribal preference law, including preference in hiring and in contracting, and shall budget adequate resources for instituting tribal training programs. Manager's obligations in this respect shall include, but not be limited to, the following: (i) Manager shall conduct job fairs and skills assessment meetings for Tribe members; (ii) in consultation with and subject to the approval of the Tribe, Manager shall develop a management training program for Tribe members or people selected by the Tribe, which shall be structured to provide appropriate training for those participating to assume, to the greatest extent possible, full managerial control at the conclusion of the Term of this Agreement; and (iii) within six (6) months of the Commencement Date, Manager shall develop and present to the Tribe for its approval, a training plan designed to reasonably attempt to ensure that, by the end of the Term of the Agreement, all senior management of the Enterprise will potentially be Tribe members or others designated by the Tribe. Manager shall also give preference, in granting contracts for the supply of goods and services for the Enterprise, to qualified companies owned and controlled by the Tribe, or to qualified companies which are both controlled by members of the Tribe and are majority owned by members of the Tribe, provided that all bid and proposals are otherwise equal.

3.13 Final Determination. Final determination of the qualifications for employment of all persons, including Tribe members, and final determination of the qualification of all vendors, including companies owned by the Tribe and tribal members, shall be made by Manager, subject to any licensing requirements of the KGC.

3.14 Pre-Opening. For the Expanded Existing Facility, at such time prior to the scheduled Commencement Date as is reasonably necessary, Manager shall commence implementation of a pre-opening program which shall include all activities necessary to financially and operationally prepare the Expanded Existing Facility for opening. To implement the pre-opening program, Manager shall prepare a comprehensive pre-opening budget which shall be submitted to the Business Committee for its approval no later than seven months prior to

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the scheduled opening date for the Expanded Existing Facility ("Pre-Opening Budget"). The Pre-Opening Budget shall identify expenses which Manager anticipates to be necessary or desirable in order to prepare the Expanded Existing Facility for the opening date, including without limitation, cash for disbursements, Furnishings and Equipment and Operating Supplies, hiring, training, relocation and temporary lodging of employees, advertising and promotion, office overhead and office space (whether on or off the Site), and travel and business entertainment (including opening celebrations and ceremonies) ("Pre-Opening Expenses"). The Tribe recognizes that the Pre-Opening Budget will be prepared well in advance of the opening date of the Expanded Existing Facility and is intended only to be a reasonable estimate, subject to variation due to a number of factors, some of which will be outside of Manager's control (e.g. the time of completion, inflationary factors and varying conditions for the goods and services required). The Tribe agrees that the Pre-Opening Budget may be modified from time to time, subject to approval of the Business Committee in accordance with the procedure established by Section 3.18 of this Agreement for adjustments to the Operating Budget and Annual Plan. Costs and expenses identified in the Pre-Opening Budget shall be Development Expenditures and shall be financed through the Development Loan or the Senior Financing Loan.

3.15 Operating Budget and Annual Plan. For the Expanded Existing Facility, Manager shall, prior to the scheduled opening date of the Expanded Existing Facility, submit to the Business Committee for its approval a proposed Operating Budget and Annual Plan for the Fiscal Year commencing on the Commencement Date. Thereafter, Manager shall, not less than thirty (30) days prior to the commencement of each full or partial Fiscal Year, submit to the Business Committee for its approval a proposed Operating Budget and Annual Plan for the Expanded Existing Facility for the ensuing full or partial Fiscal Year, as the case may be. The Operating Budget and Annual Plan shall include a projected income statement and projection of cash flow for the Enterprise, with the assumptions used therein. The Operating Budget and Annual Plan shall include, without limitation, a business and marketing plan for the Fiscal Year, and the Minimum Balance which must remain in the Enterprise Accounts and the House Bank as of the end of each month during the Fiscal Year to assure sufficient monies for working capital purposes, and detail of other expenditures proposed to be authorized under the Operating Budget and Annual Plan.

The Operating Budget and Annual Plan for the Enterprise will be comprised of the following:

(a) A statement of the estimated income and expenses for the coming Fiscal Year, including estimates as to Gross Revenues and Operating Expenses for such Fiscal Year, such operating budget to reflect the estimated results of the operation during each month of the subject Fiscal Year;

(b) Either as part of the statement of the estimated income and expenses referred to subsection 3.15(a), or separately, budgets for:

(i) repairs and maintenance;

(ii) Capital Replacements;

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(iii) Furnishings and Equipment;

(iv) advertising and business promotion programs for the Enterprise to be implemented and placed, as applicable, by Manager;

(v) the estimated cost of Promotional Allowances; and

(vi) a business and marketing plan for the subject Fiscal Year.

3.16 Approval of Operating Budget and Annual Plan. The Business Committee's approval of the Operating Budget and Annual Plan shall not be unreasonably withheld or delayed. Manager shall meet with the Business Committee to discuss the proposed Operating Budget and Annual Plan and the Business Committee's approval shall be deemed given unless a specific written objection thereto is delivered to Manager within thirty (30) days after Manager and the Business Committee have met to discuss the proposed Operating Budget and Annual Plan. If the Business Committee for any reason declines to meet with Manager to discuss a proposed Operating Budget and Annual Plan after not less than twenty (20) days written notice, the Business Committee shall be deemed to have consented unless a specific written objection is delivered to Manager within thirty (30) days after the date of the proposed meeting.

3.17 Resolution of Disputed Items in Operating Budget and Annual Plan. If the initial proposed Operating Budget and Annual Plan contains disputed budget item(s), the Business Committee and the Manager agree to cooperate with each other in good faith to resolve the disputed or objectionable proposed item(s). In the event that the Business Committee and the Manager are not able to reach mutual agreement concerning any disputed or objectionable item(s) within a period of fifteen (15) days after the date the Business Committee provides written notice of the Tribe's objection to Manager, either party shall be entitled to submit the dispute to arbitration in accordance with Article 12. If the Business Committee and the Manager are unable to resolve the disputed or objectionable item(s) prior to the commencement of the applicable fiscal year, the undisputed portions of the proposed Operating Budget and Annual Plan shall be deemed to be adopted and approved and the corresponding line item(s) contained in the Operating Budget and Annual Plan for the preceding fiscal year shall be adjusted as set forth herein and shall be substituted in lieu of the disputed item(s) in the proposed Operating Budget and Annual Plan. Those line items which are in dispute shall be determined by increasing the preceding fiscal year's actual expense for the corresponding line items by an amount determined by Manager which does not exceed the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, all items (2004 = 100) for the Fiscal Year prior to the Fiscal Year with respect to which the adjustment to the line item(s) is being calculated or any successor or replacement index thereto. The resulting Operating Budget and Annual Plan obtained in accordance with the preceding sentence shall be deemed to be the Operating Budget and Annual Plan in effect until such time as Manager and the Business Committee have resolved the items objected to by the Business Committee or an arbitrator has rendered his award on the dispute.

3.18 Revisions to Operating Budget and Annual Plan. Manager may, after notice to and approval by the Business Committee, revise the Operating Budget and Annual Plan and the Capital Budget from time to time, as necessary, to reflect any unpredicted significant changes,

variables or events or to include significant, additional, unanticipated items of expense. Expenditures shall not materially vary from the approved budgets nor exceed the aggregate Operating Budget and Annual Plan (as approved by the Business Committee, and revised with the reasonable approval of the Business Committee) absent the written consent of the Business Committee; provided that the Tribe recognizes that (a) the absolute amounts of expenditures may exceed budgeted amounts if the volume of business at the Expanded Existing Facility exceeds projections, (b) the relative amounts of income and expense may vary from budgeted amounts if the volume of business is less than projected, and (c) Manager does not guarantee the economic performance shown in budgets. Manager shall submit a revision of the Operating Budget and Annual Plan to the Business Committee for review on a quarterly or other appropriate basis. "Materiality" for purposes of this subsection shall mean

3.19 Capital Budgets. Manager shall, not less than thirty (30) days prior to the commencement of each fiscal year, or partial fiscal year, submit to the Business Committee a recommended capital budget (the "Capital Budget") describing proposed capital expenditures for the ensuing full or partial year, as the case may be, for the physical plant, furnishings, equipment, and ordinary capital replacement items, all of which are defined to be any items, the cost of which is capitalized and depreciated, rather than expended, using GAAP ("Capital Replacements") as shall be required to operate the Enterprise in accordance with sound business practices. Capital Replacements in the Capital Budget in an aggregate sum equal to or less than the sum of the Capital Replacement Reserve for the Fiscal Year shall be approved by the Business Committee; and any amounts in excess of the Capital Replacement Reserve for the Fiscal Year shall be subject to approval of the Business Committee in their sole discretion. The Business Committee, and Manager shall meet to discuss the proposed Capital Budget and the Business Committee shall be required to make specific written objections to a proposed Capital Budget in the same manner and within the same time periods specified in Section 3.17 with respect to an Operating Budget and Annual Plan. The Business Committee shall not unreasonably withhold or delay consent. Manager shall be responsible for the design and installation of Capital Replacements, subject to the Business Committee's approval.

3.20 Capital Replacements. The Tribe shall effect and expend such amounts for any Capital Replacements as shall be required, in the course of the operation of the Enterprise, to maintain, at a minimum, the Enterprise in compliance with any Legal Requirements and to comply with Manager's recommended programs for renovation, modernization and improvement intended to keep the Enterprise competitive in its market; or to correct any condition of an emergency nature, including without limitation, maintenance, replacements or repairs which are required to be effected by the KGC, which in Manager's sole discretion requires immediate action to preserve and protect the Expanded Existing Facility, assure their continued operation, and/or protect the comfort, health, safety and/or welfare of the Expanded Existing Facility guests or employees (an "Emergency Condition"); provided, however, that the Tribe shall be under no obligation to fund Capital Replacements in aggregate amount greater than its periodic required contributions to the Capital Replacement Reserve described in Section 3.21. Manager is authorized to take all steps and to make all expenditures from the Disbursement Accounts described in Section 4.1(c) (in the case of non-capitalized repairs and maintenance), or Capital Replacement Reserve described at Section 3.21 (in the case of expenditures for Capital Replacements), as it deems necessary to repair and correct any Emergency Condition, regardless whether such provisions have been made in the Capital Budget or the Operating Budget and

Annual Plan for any such expenditures; or the cost thereof may be advanced by Manager and reimbursed from future revenues. Design and installation of Capital Replacements shall be effected in a time period and subject to such conditions as the Business Committee may establish to minimize interference with or disruption of ongoing operations.

3.21 Capital Replacement Reserve. Manager shall establish a Capital Replacement Reserve on the books of account of the Enterprise, and the periodic contributions of cash required by Section 3.22 shall be deposited by the Enterprise into an account (the "Capital Replacement Reserve") established in the Enterprise's name at a bank designated by the Business Committee in accordance with Section 4.1(a) of this Agreement. All amounts in the Capital Replacement Reserve shall be invested in interest bearing investments in accordance with the Enterprise Investment Policy to the extent that availability of funds, when required, is not thereby impaired. Interest earned on amounts deposited in the Capital Replacement Reserve shall be credited to the Capital Replacement Reserve and shall be available for payment of expenditures for Capital Replacements to the Expanded Existing Facility. Manager shall draw on the Capital Replacement Reserve for Capital Replacements to purchase those items included in the Capital Budget approved by the Business Committee or such emergency additions, repairs or replacements as shall be required to correct an Emergency Condition.

3.22 Periodic Contributions to Capital Replacement Reserve. In accordance with subsection 5.6(e) of this Agreement, Manager shall make monthly deposits into the Capital Replacement Reserve in amounts equivalent to

such reserve shall be funded out of Monthly Distribution Payments. The cash amounts required to be so deposited shall be calculated and deposited into the Capital Replacement Reserve, in arrears, no later than the twenty-first (21st) day of the month immediately following the month with respect to which a deposit is made. If any adjustment of Gross Revenues is made as result of an audit or for other accounting reasons, a corresponding adjustment in the Capital Replacement Reserve deposit shall be made. In addition, all proceeds from the sale of capital items no longer needed for the operation of the Enterprise, and the proceeds of any insurance received in reimbursement for any items previously paid from the Capital Replacement Reserve, shall be deposited into the Capital Replacement Reserve upon receipt.

3.23 Use and Allocation of Capital Replacement Reserve. Any expenditures for Capital Replacements which have been budgeted and previously approved may be paid from the Capital Replacement Reserve without further approval from the Business Committee. Any amounts remaining in the Capital Replacement Reserve at the close of any year shall be carried forward and retained in the Capital Replacement Reserve until fully used. If the amounts in the Capital Replacement Reserve at the end of any year plus the anticipated contributions to the Capital Replacement Reserve for the next ensuing year are not sufficient to pay for Capital Replacements authorized by the Capital Budget for such ensuing year, then additional funds, in the amount of the projected deficiency, may be advanced by the Manager and reimbursed by the Enterprise from future revenues.

3.24 Internal Control Systems. Manager shall install systems for monitoring of all

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funds (the "Internal Control Systems"), which systems shall comply with all Legal Requirements, including any minimum internal control standards promulgated by the NIGC, and shall be submitted to the Business Committee and the KGC for approval in advance of implementation, which approval shall not be unreasonably withheld. The Tribe shall retain the right to review all Internal Control Systems and any changes instituted to the Internal Control Systems of the Enterprise consistent with Legal Requirements and any minimum internal control standards promulgated by the NIGC. The Tribe shall have the right to retain an auditor to review the adequacy of the Internal Control Systems prior to the opening date for the Expanded Existing Facility. The cost of such review shall be a Pre-Opening Expense. Any significant changes in such systems after the Commencement Date also shall be subject to review and approval by the KGC. The KGC and Manager shall have the right and duty to maintain and police the Internal Control Systems in order to prevent any loss of proceeds from the Enterprise. The KGC shall have the right to inspect and oversee the Internal Control System at all times. Manager shall install a closed circuit television system to be used for monitoring the cash handling activities of the Enterprise sufficient to meet all Legal Requirements.

3.25 Retail Shops and Concessions. The Manager shall determine the specific type or types of shops or concessions to be authorized for inclusion in the Expanded Existing Facility.

ARTICLE 4. BANKING AND BANK ACCOUNTS.

4.1 Banking and Bank Accounts.

(a) Enterprise Accounts. The Business Committee shall select, and Manager shall approve, a bank or banks for the deposit and maintenance of funds and Manager shall establish in the name of the Enterprise such bank accounts as Manager deems appropriate and necessary in the course of business and as consistent with this Agreement, including the Cash Collateral Account and the Disbursement Accounts (the "Enterprise Accounts"). The Manager and its designees shall control the Enterprise Accounts such that only the Manager or its designees may deposit and draw funds from the Enterprise Accounts. Establishment of any Enterprise Account shall be subject to the approval of the Business Board. The sum of money to be maintained in the Enterprise Account(s) to serve as working capital for Enterprise operations shall include all sums needed for the House Bank, and all sums needed to accrue for payment of expenses not paid on a monthly basis (the "Minimum Balance"). Manager shall propose a policy for investing funds in excess of the Minimum Balance (the "Enterprise Investment Policy"), which shall be subject to the approval of the Business Board.

(b) Daily Deposits to Cash Collateral Account. Manager shall establish for the benefit of the Tribe in the Enterprise's name a Cash Collateral Account, which shall be subject to the lien and security interest of Developer and Manager to the extent provided in the Cash Collateral Agreement, if any. Manager shall collect all Gross Revenues and other proceeds connected with or arising from the operation of the Enterprise, the sale of all products, food and beverage, and all other activities of the Enterprise and deposit the related cash daily into the Cash Collateral Account at least once during each 24-hour period unless otherwise agreed by the Business Committee. All money received by the Enterprise on each day that it is open must be counted at the close of operations for that day or at least once during each 24-hour period. Manager agrees to obtain a bonded transportation service to effect the safe transportation of the

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daily receipts to the bank, which expense shall constitute an Operating Expense.

(c) Disbursement Accounts. Manager shall establish for the benefit of the Tribe in the Enterprise's name one or more Disbursement Accounts. Manager shall, consistent with and pursuant to the approved annual Operating Budget and Annual Plan and Capital Budget, have responsibility and authority for making all payments for Operating Expenses, debt service, Management Fees, and Tribal Distributions from the Disbursement Accounts.

(d) No Cash Disbursements. Manager shall not make any cash disbursements from the Enterprise Accounts except for the payment of cash prizes from the House Bank; and except for such cash disbursements from the House Bank, any and all payments or disbursements by the Manager shall be made by check or wire transfer drawn against an Enterprise Account.

(e) Transfers Between Accounts. Manager has the authority to transfer funds from and between the Enterprise Accounts to the Disbursement Accounts in order to pay Operating Expenses and to pay debt service pursuant to the Loans, to invest funds in accordance with the Enterprise Investment Policy, and to pay the Management Fees and Tribal Distributions pursuant to this Agreement, and to make other payments required by Article 5 below.

(f) Transfers from Cash Collateral Account to Disbursement Accounts. Manager agrees that, notwithstanding any provision of the Cash Collateral Agreement, if any, or any Tribe Event of Default or any default by the Tribe under the Cash Collateral Agreement, if any, it shall make or permit timely transfers from the Cash Collateral Account to Disbursement Accounts of all funds needed to pay (a) Operating Expenses; (b) all Loans; (c) the Minimum Guaranteed Monthly Payment; and (d) maintenance of the Minimum Balance, and any other reserves approved by the Business Committee with the written consent of Manager. Manager further agrees that, prior to any Tribe Event of Default, it shall make timely transfers to Disbursement Accounts to enable the Monthly Distribution Payment to be made to the Tribe when due, and otherwise in accordance with this Agreement.

4.2 Insurance. Manager, on behalf of the Tribe, shall arrange for, obtain and maintain, or cause its agents to maintain, with responsible insurance carriers licensed to do business in the State, insurance satisfactory to Manager and the Business Board covering the Expanded Existing Facility and the operations of the Enterprise, naming the Tribe, the Enterprise and Manager as insured parties. Manager shall recommend to the Business Committee the minimum amounts of insurance coverage for the Enterprise, which shall be subject to the reasonable approval of the Tribe but shall be no less than the following:

(a) Commercial General Liability Insurance, including coverage for incidental contracts, on an occurrence basis with minimum limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury and/or property damage.

(b) Property Insurance in an amount adequate to cover the full replacement value of all buildings, personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments, and all other contents located or placed in the Expanded Existing Facility. Coverage shall insure against those risks of loss as are

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commonly covered under the Insurance Services Offices Special Cause of Loss form.

(c) Boiler or Machinery Insurance covering all pressure vessels, boilers, air conditioning equipment or similar equipment, if any, in, on, adjoining, above or beneath the Expanded Existing Facility.

(d) Business Income Insurance covering at least those risks referred to in subsection 4.2(b).

(e) Worker's Compensation Insurance including statutory coverage and employers liability in an amount not less than one million ($1,000,000) per person covering all employees as required by the Compact, applicable laws of the State, or of the United States.

(f) Crime coverage - Employee Dishonesty coverage; Loss inside/outside the premises coverage; Depositor's forgery coverage; Computer Fraud coverage. Coverage shall include any employee welfare, 401k plan or pension benefit as required under ERISA.

(g) Automobile liability insurance including hired and non-owned liability for not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage. Such non-owned and hired liability insurance shall include coverage for physical damage.

(h) If liquor is to be sold or dispensed, a policy of liquor liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence.

(i) Umbrella or Excess Liability insurance with limits of not less than Five Million Dollars ($5,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) annual aggregate providing excess limits over the Commercial General Liability, Employers Liability, Automobile Liability and Liquor Liability described above.

(j) All of the above insurance shall be written by one or more responsible insurance companies with an A.M. Best Ratings of A-8 or better.

4.3 Accounting and Books of Account.

(a) Statements. Manager shall prepare and provide to the Tribe on a monthly and annual basis, with monthly statements to include year to date statements, operating statements on behalf of the Enterprise. The operating statements shall comply with all Legal Requirements and shall include an income statement, statement of cash flows, and balance sheet for the Enterprise. Such statements shall include the Operating Budget and Annual Plan and Capital Budget projections as comparative statements, and, after the first full year of operation, will include comparative statements from the comparable period for the prior year; and shall reflect in accordance with GAAP all amounts collected and received and all expenses, deductions and disbursements made therefrom in connection with the Enterprise.

(b) Books of Account. Manager shall maintain full and accurate books of account on behalf of the Enterprise at an office in the Expanded Existing Facility and at such

other location(s) as may be determined by Manager subject to approval by the Tribe. The KGC and other designated representatives of the Business Committee shall have immediate access to the daily operations of the Enterprise and shall have the unlimited right to access, inspect, examine, and copy all such books and supporting business records. Such rights may be exercised through the KGC or through an agent, employee, attorney, or independent accountant acting on behalf of the Tribe.

(c) Accounting Standards. Manager shall maintain the books and records on behalf of the Enterprise reflecting the operations of the Enterprise in accordance with GAAP and shall adopt and follow the fiscal accounting periods utilized by the Enterprise in its normal course of business (i.e., a month, quarter and year prepared in accordance with the Fiscal Year). The accounting systems and procedures shall comply with Legal Requirements and, 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 in accordance with GAAP and all requirements of IGRA and the NIGC;

(iv) permit the calculation and payment of the Management Fee described in Article 5 below and the calculation by the Tribe and the NIGC of annual fees payable under 25 C.F.R. Section 514.1;

(v) provide for the allocation of operating expenses or overhead expenses among the Tribe, the Enterprise, and any other user of shared facilities and services; and

(vi) all monthly internal and annual audited financial statements shall show separately the Net Revenue (Gaming) and related Operating Expenses and the Net Revenue (Other) and related Operating Expenses, as well as Net Revenue and Operating Expenses for the Expanded Existing Facility and for the entire Enterprise.

4.4 Annual Audit. The Tribe shall select an independent certified public accounting firm recommended by the Business Committee which is a "Big Four" accounting firm or an accounting firm with not less than five (5) years auditing experience with Gaming enterprise operations, which firm shall perform an annual audit of the books and records of the Enterprise and of all contracts for supplies, services or concessions reflecting Operating Expenses, and shall provide such other services as the Business Committee shall designate. The Manager may recommend to the Business Committee firms meeting such qualifications, but final selection of the accounting firm shall be at the discretion of the Tribe. The Tribe, the BIA and the NIGC shall also have the right to perform special audits of the Enterprise on any aspect of the Enterprise at any time without restriction. The costs incurred for such audits shall constitute an Operating Expense. Such audits shall be provided by the Tribe to all applicable federal and state agencies, as required by law, and may be used by Manager for reporting purposes under federal and state securities laws, if required. All audited financial statements shall conform to all requirements of IGRA and the NIGC and, to the extent required by Legal Requirements, shall

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segregate gaming revenue and expenses from non-gaming revenue and expenses.

4.5 Litigation. Except for disputes between the Tribe and Manager, and claims relating to the Tribe's status as a Tribe or the trust status of the Site, Manager shall bring and/or defend and/or settle any claim or legal action brought against Manager, the Enterprise or the Tribe, individually, jointly or severally, or any Enterprise Employee, in connection with the operation of the Enterprise if the basis of such claim or legal action was within the scope of Manager's authority under this Agreement, except that bringing litigation or arbitration relating to claims in excess of must be approved by the Business Board and, as to claims in excess of by the Business Committee (which consent shall not be unreasonably withheld, conditioned or delayed); and Manager shall furnish such information regarding claims, litigation and arbitration as the Tribe may request. Subject to the approval of the Business Committee, Manager shall retain and supervise legal counsel, accountants and such other professionals, consultants and specialists as Manager deems appropriate to assert or defend any such claim or cause of action. All liabilities, costs and expenses, including reasonable attorneys' fees and disbursements incurred in defending and/or settling any such claim or legal action which are not covered by insurance and which, as to Manager, relate to acts or omissions of Manager within the scope of its authority under this Agreement, shall be an Operating Expense, or, if incurred prior to the Commencement Date, shall be a Pre-Opening Expense. Nothing contained herein is a grant to Manager of the right to waive the Tribe's or the Enterprise's sovereign immunity. That right is strictly reserved to the Tribe, and shall at the option of the Business Committee be asserted by the Tribe through its counsel. Any settlement of a third party claim or cause of action shall, as to any payment in excess of not covered by insurance, be approved by the Business Committee (which consent shall not be unreasonably withheld). b4 b4

ARTICLE 5. MANAGEMENT FEE, DISBURSEMENTS, AND OTHER PAYMENTS BY MANAGER

5.1 Management Fee. Subject to the provisions of Sections 5.6 and 5.7, Manager is authorized by the Tribe to pay itself from the Enterprise Account(s) a Management Fee with respect to the Enterprise, equal to

A deduction shall be made from the Management Fee in the month following the Commencement Date, to provide a credit to the Tribe in an amount equal to in the event that such fees and expenses are greater than the Management Fee for such month, the excess amount shall be carried forward and credited against the Management Fee for the subsequent month or months until the full amount of such fees and expenses has been credited to the Tribe.

5.2 Payment of Management Fee. The Management Fee shall be payable monthly in

arrears on or before the twenty-first (21st) day of the following month.

5.3 Disbursements. As and when received by the Enterprise, Gross Revenues shall be deposited in the Cash Collateral Account created pursuant to subsection 4.1(b) of this Agreement. There shall, in turn, be disbursed by Manager, on a monthly basis, for and on behalf of the Tribe, funds from the Enterprise Account(s) in accordance with Section 4.1(e) of this Agreement to pay, to the extent available, Operating Expenses and, subject to the terms of Section 5.6, required deposits into the Capital Replacement Reserve for Capital Replacements. Manager will reserve funds in the Enterprise Accounts in amounts equal to the Minimum Balance~~.~~, and, additionally to cover any operating cash shortfall. On and after the date that a Senior Financing Loan (as defined in the Management Agreement) is signed and funded, the Tribe shall be responsible to provide operating capital for the Enterprise.

5.4 Manager Working Capital Advances. Any advances made by Manager under Section 5.3 (the "Manager Working Capital Advances") shall be deemed to be advances under the Working Capital Advance Note, shall accrue interest at an annual rate equal to the Interest Rate from the date that advances are made, and shall be repaid as provided in Section 5.6 below.

5.5 Adjustment to Bank Account. After the disbursements pursuant to Section 5.3 and establishment of any additional reserves for future disbursements as Manager deems necessary and as are approved by the Business Committee, taking into account anticipated cash flow and Operating Costs of the Enterprise, any excess funds remaining in the Enterprise Account(s) over the Minimum Balance, the Capital Replacement Reserve, and such additional reserves as may be approved by the Business Committee shall be disbursed monthly in accordance with Section 5.6.

5.6 Payment of Fees and Tribe Disbursement. Within twenty one (21) days after the end of each calendar month of operations, Manager shall calculate Gross Revenues, Operating Expenses, and Net Revenues of the Enterprise for the Expanded Existing Facility for the previous month's operations and the Fiscal Year's operations to date. Such Net Revenues shall be disbursed from the Enterprise Account(s) to the extent available in the following order of priority:

(a) the Minimum Guaranteed Monthly Payment;

(b) Current principal and any other payments due on all Loans (and if payments are due quarterly, a reserve equal to one third of the scheduled quarterly payment shall be deposited in a designated Enterprise Account for such payment, and may be invested in accordance with the Enterprise Investment Policies pending payment);

(c) any amounts advanced by or owed to Manager;

(d) the Management Fee; and

(e) Capital Replacement Reserve contributions pursuant to Section 3.22.

All remaining Net Revenues (the "Monthly Distribution Payment") shall be distributed to the

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Tribe at the same time the Management Fee is paid.

5.7 Minimum Guaranteed Monthly Payment. The Enterprise shall, subject to the provisions of Section 5.8, pay the Tribe the following amount:

(a) For the Expanded Existing Facility: per month beginning on the Commencement Date and continuing for the remainder of the Term.

(b) The minimum guaranteed monthly payments described in subsection (a), above, from the Expanded Existing Facility shall be referred to as the "Minimum Guaranteed Monthly Payment."

(c) The Minimum Guaranteed Monthly Payment shall be payable to the Tribe in arrears on the twenty first (21st) day of each calendar month following the month in which the Commencement Date occurs, which payment shall have priority over the Management Fee. If the Commencement Date is a date other than the first day of a calendar month, the first payment will be prorated from the Commencement Date to the end of the month. Minimum Guaranteed Monthly Payments shall also be prorated if gaming is conducted at the Expanded Existing Facility for any other partial months. Manager's obligation to pay the Tribe the Minimum Guaranteed Monthly Payment shall not be affected by the actual level of funds generated by the Enterprise.

5.8 Minimum Guaranteed Payment Advances. Minimum Guaranteed Monthly Payments shall be deducted from any Monthly Distribution Payments to be received by the Tribe under Section 5.6 above in any given month; provided, however,

5.9 Termination of Payments. The obligation to make Minimum Guaranteed Monthly Payments shall cease upon termination of this Agreement, unless the Agreement is terminated by the Tribe for a Material Breach by the Manager.

5.10 Payment of Net Revenues. The Net Revenues paid to the Tribe pursuant to this Article 5 shall be payable to the Tribe's bank account specified by the Business Committee in a notice to Manager pursuant to Section 17.3.

5.11 Maximum Dollar Amount for Recoupment. The maximum dollar amount for recoupment of the development and construction costs of the Expanded Existing Facility and the Enterprise shall be the maximum aggregate amount outstanding under the Development Loan and the Senior Financing Loan, provided that such aggregate amount shall not exceed Such development and construction costs do not include the Working Capital Advance Note.

ARTICLE 6. ENTERPRISE NAME; MARKS

6.1 Enterprise Name. The Enterprise shall be operated under a name or names approved by the Manager and the Business Committee (the "Enterprise Name").

6.2 Marks. All Marks shall be subject to the reasonable approval of the Business Committee. Prior to the Commencement Date and from time to time during the Term hereof, Manager agrees to take such actions on behalf of the Tribe as are reasonably necessary to register and protect all Marks.

6.3 Signage. Manager shall erect and install in accordance with local codes and regulations appropriate signs in, on or about the Expanded Existing Facility, including, but not limited to, signs bearing Marks as part of the Enterprise Name. The costs of purchasing, leasing, transporting, constructing, maintaining and installing the required signs and systems, and of registering and protecting all Marks, shall be part of the Operating Expenses.

6.4 License. The Enterprise Name and Marks used by or in connection with the Expanded Existing Facility may be licensed by the Enterprise from a third party. Any related licensing fees and expenses shall constitute Operating Expenses of the Enterprise.

ARTICLE 7. TAXES

7.1 State and Local Taxes. If the State or any local government attempts to impose any tax including any possessory interest tax upon any party to this Agreement or upon the Enterprise, the Expanded Existing Facility or the Expanded Existing Facility Site, the Tribe may direct the Enterprise, in the name of the appropriate party or parties in interest, to resist such attempt through legal action. The costs of such action and the compensation of legal counsel shall be an Operating Expense of the Enterprise. Any such tax shall constitute an Operating Expense of the Enterprise. This section shall in no manner be construed to imply that any party to this Agreement or the Enterprise is liable for any such tax.

7.2 Tribe Assessments, Charges and Taxes. The Tribe agrees that neither it nor any agent, agency, affiliate or representative of the Tribe will impose any taxes, fees, assessments or other charges of any nature whatsoever on payments of any debt service on any Loan or on debt service on any other financing for the Expanded Existing Facility or for the Enterprise, or on the revenues of the Enterprise or the Expanded Existing Facility, or on Manager or the Management Fee; provided, however, the Tribe reserves the right to otherwise impose usual and customary taxes and fees on transactions at or in connection with the Expanded Existing Facility or on the Enterprise's employees, officers, directors, vendors and patrons, of such types and percentage amounts not to exceed those imposed by any state or local government within the State. Without

limiting the foregoing, the Tribe shall be specifically permitted to impose (a) reasonable charges, assessments, allocations, fines or fees imposed by governmental entities of the Tribe which are reasonably related to the cost of Tribal governmental regulation of public health, safety or welfare, or the integrity of Tribal gaming operations (all of which shall be Operating Expenses); (b) reasonable fees related to the governmental expenses of the Tribe in overseeing the Expanded Existing Facility and the operation of the Enterprise, including reasonably allocated costs of tribal police, fire, utility and judicial expenses of the Tribe not to exceed per year (all of which shall be Operating Expenses); and (c) sales, use, excise, hotel occupancy and other similar taxes (excluding taxes, charges, assessments or fees against real property of the Expanded Existing Facility or on gaming revenues or earnings) of such types and percentage amounts not to exceed those imposed by any state or local government within the State. Notwithstanding the foregoing, no new assessment, charge or tax may be instituted or assessed by the Tribe or any tribal entity pursuant to this Section 7.2, absent the prior written approval of the Business Committee.

7.3 Compliance with Internal Revenue Code. Manager shall comply with all applicable provisions of the Internal Revenue Code of 1986, as amended.

ARTICLE 8. EXCLUSIVITY; NON-COMPETITION; ASSIGNMENT; CHANGE OF CONTROL

8.1 Manager Exclusivity and Non-Competition Covenant. During the Term, neither Manager not any Affiliate of Manager shall engage in the conduct of Gaming, directly or indirectly, anywhere within Nor shall Manager or any Affiliate of Manager engage in any other economic activity, directly or indirectly, at any location within absent the prior written approval of the Business Committee, which shall be granted or denied in the Business Committee's sole discretion. Manager's obligations under this Section 8.1 shall be continuing and shall remain enforceable for the greater of

8.2 Tribe Exclusivity and Non-Competition Covenant. The Tribe shall provide Developer and Manager the right of first refusal to act as developer and manager for any new gaming operation that the Tribe decides to develop within the State, provided that the terms under which such services are provided to the Tribe are, in the Tribe's reasonable discretion, equal to or superior, as to the Tribe, to the terms contained in this Agreement and the Development Agreement, as applicable.

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(d) The right of first refusal described in this Section 8.2 shall apply to any offer received by the Tribe from a third party, and shall also apply to any facility for Gaming that the Tribe chooses to develop without contracting with a third party for development or management services.

8.3 Assignment; Change of Control.

(a) Manager may not sell or assign its rights and obligations under this Agreement to any entity, unless and until such entity (i) has provided the Tribe with guarantees and assurances satisfactory to the Business Committee in its sole discretion, and the Business Committee has approved of such sale or assignment; and (ii) has obtained all Governmental Approvals, including licensing and related approvals from the NIGC and the KGC. No sale or assignment by Manager shall be effective until the foregoing conditions have been met. Any Change of Control of Manager shall be deemed an assignment and shall be subject to the provisions of this subsection.

(b) The Tribe may not assign its rights under this Agreement; except that the Tribe may, without the consent of Manager, assign this Agreement and the assets of the Enterprise to an instrumentality of the Tribe organized to conduct the business of the Project and the Enterprise for the Tribe that assumes all obligations herein. No assignment authorized under this subsection shall be effective until all necessary Governmental Approvals have been obtained. No such assignment shall relieve the Tribe of any obligation hereunder, unless otherwise agreed by Manager or the holder of such obligation.

ARTICLE 9. REPRESENTATIONS, WARRANTIES, AND COVENANTS

9.1 Representations and Warranties of the Tribe. The Tribe represents and warrants to Manager as follows:

(a) Due Authorization. The Tribe's execution, delivery and performance of

this Agreement and the other Transaction Documents, and all other instruments and agreements executed in connection with this Agreement, have been properly authorized by the Tribe and do not require further Tribal approval.

(b) Valid and Binding. This Agreement and the other Transaction Documents, and all other instruments and agreements executed in connection with this Agreement, have been properly executed, and once approved in accordance with Legal Requirements constitute the Tribe's legal, valid and binding obligations, enforceable against the Tribe in accordance with their terms.

(c) No Litigation. There are no actions, suits or proceedings, pending or threatened, against or affecting the Tribe before any court or governmental agency that relate to the Project, the Enterprise or any transaction contemplated by the Transaction Documents, except as disclosed on Exhibit F.

9.2 Tribe Covenants. The Tribe covenants and agrees as follows:

(a) The Tribe shall not encumber the Expanded Existing Facility or any of the assets of the Expanded Existing Facility or the Enterprise, unless pursuant to the Development Agreement, the Senior Financing Loan Agreement, or pursuant to written agreement with the Developer.

(b) The Tribe shall enact no law impairing the obligations of the Tribe related to Manager pursuant to this Agreement or the Transaction Documents.

(c) In its performance of this Agreement, the Tribe shall comply with all Legal Requirements.

(d) The Tribe shall not act in any way whatsoever, directly or indirectly, to cause this Agreement to be amended, modified, canceled, or terminated, except pursuant to its express terms or with the consent of the Manager.

(e) Notwithstanding the foregoing, a breach of this Section 9.2 shall not be a basis to overturn, negate or in any manner modify any Governmental Action through arbitration or other proceedings, and any remedy for such breach shall be subject to the Specific Performance Restriction. 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, which is not caused by a breach of Manager's obligations under this Agreement, constitutes a breach of this Agreement by the Tribe, thereby resulting in liability on the part of the Tribe for damages in favor of the Manager as provided in this Agreement.

9.3 Representations and Warranties of Manager. Manager represents and warrants to the Tribe as follows:

(a) Due Authorization. Manager's execution, delivery and performance of this Agreement and all other instruments and agreements executed in connection with this Agreement have been properly authorized by Manager and do not require further approval.

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(b) Valid and Binding. Each of this Agreement and all other instruments and agreements executed in connection with this Agreement has been properly executed and constitute Manager's legal, valid and binding obligation, enforceable against Manager in accordance with their terms.

(c) No Litigation. There are no actions, suits or proceedings pending or threatened against or affecting Manager before any court or governmental agency that would in any material way affect Manager's ability to perform this Agreement, other than litigation disclosed on the attached Exhibit G. Manager warrants that no litigation so disclosed in any material way affects or will affect Manager's ability to perform under this Agreement.

9.4 Manager Covenants. Manager covenants and agrees as follows:

(a) Manager shall not encumber the Expanded Existing Facility or any of the assets of the Expanded Existing Facility or the Enterprise, unless pursuant to this Agreement, or pursuant to written agreement with the Tribe.

(b) Manager shall comply with all Legal Requirements in its performance of the Agreements.

(c) Manager shall obtain and maintain all necessary licenses and approvals from the KGC, the NIGC, and all other relevant governmental authorities.

(d) Manager shall not act in any way whatsoever, directly or indirectly, to cause this Agreement to be amended, modified, canceled, or terminated, except pursuant to its express terms or with the consent of the Tribe.

(e) Manager agrees not to interfere in or attempt to wrongfully influence the internal affairs or government decisions of the Tribe's government by offering cash incentives, by making written or oral threats to the personal or financial status of any person, or by any other action, except for actions in the normal course of business of Manager that relate to the Enterprise,

(f) Prohibition of Payments to Members of Tribe's Government. Manager represents and warrants that no monetary payments have been or will be made by Manager, or any Affiliate or Insider of Manager, to any present or former Member of the Tribe's Government, any Tribe official, any Relative of a Member of the Tribe's Government or Tribe official, any Tribe Government employee, any agent of the Tribe, or any entity known by Manager to be associated with any such person, for the purpose of obtaining any special privilege, gain, advantage or consideration. This prohibition shall not apply to travel, meal, lodging or entertainment expenses paid by the Manager to third parties who provide such services to members of the Tribe's government, any Tribe official or any relative of a member of the Tribe's government when such expenses are incurred in the ordinary course of and in furtherance of the Manager's duties under this Agreement and the Transaction Documents.

(g) Prohibition of Financial Interest in Enterprise. No Member of the Tribe's Government or Relative of a Member of the Tribe's Government shall have a direct or indirect

financial interest in the Enterprise greater than the interest of any other member of the Tribe.

9.5 No Liens. Subject to the exceptions stated in this Section 9.5, the Tribe specifically warrants and represents to Manager that during the term of this Agreement the Tribe shall not act in any way whatsoever, either directly or indirectly, to cause any person or entity to become an encumbrancer or lienholder of the Site or the Expanded Existing Facility except as provided under this Agreement or the Development Agreement. Except as otherwise specifically provided in this Agreement, Manager specifically warrants and represents to the Tribe that during the term of this Agreement, Manager shall not act in any way, directly or indirectly, to cause any person or entity to become an encumbrancer or lienholder of the Site or the Expanded Existing Facility, or to obtain any interest in this Agreement without the prior written consent of the Tribe, and, where applicable, the United States. The Tribe and Manager shall keep the Expanded Existing Facility and Site free and clear of all enforceable mechanics' and other enforceable liens resulting from the construction of the Expanded Existing Facility and all other enforceable liens which may attach to the Expanded Existing Facility or the Site, which shall at all times remain the property of the United States in trust for the Tribe; provided however, the Tribe may grant liens and security interests pertaining to the Enterprise and the Expanded Existing Facility with the prior written consent of the Manager.

9.6 Permitted Liens. The Tribe shall have the right to grant the following liens and security interests pertaining to the Enterprise and the Expanded Existing Facility:

(a) Security interests related to the Senior Financing and to any operating lines of credit for the Enterprise;

(b) Purchase money security interests in Furnishings and Equipment;

(c) Security interests in Enterprise revenues, subordinate to the right of Manager to receive payment of Management Fees and payments on the Loans;

(d) Other liens and security interests in assets of the Expanded Existing Facility and Enterprise with the written consent of Developer and Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

9.7 Brokerage. Manager and the Tribe represent and warrant to each other that neither has sought the services of a broker, finder or agent in this transaction,

Manager and the Tribe each hereby agrees to indemnify and hold the other harmless from and against any and all claims, loss, liability, damage or expenses (including reasonable attorneys' fees) suffered or incurred by the other party as a result of a claim brought by any person or entity engaged or claiming to be engaged as a finder, broker or agent by the indemnifying party.

ARTICLE 10. DEFAULT

10.1 Events of Default by the Tribe. Each of the following shall be an event of default by the Tribe under this Agreement ("Tribe Event of Default"):

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(a) The Tribe shall commit a Material Breach of any of the Tribe's obligations under this Agreement or any other Transaction Documents, subject to the rights to cure provided in this Agreement or in any of such documents.

(b) Any of the representations and warranties made by the Tribe in this Agreement or in any other Transaction Documents were not true in any material respect when made or would not be materially true if made on the date such performance would otherwise be due.

(c) The Tribe violates the provisions of Article 8 of this Agreement.

If any Tribe Event of Default occurs, Manager may, upon written notice to Tribe, exercise the rights and remedies available to Manager provided in this Agreement; provided, however, that all such rights and remedies shall be Limited Recourse.

10.2 Events of Default by Manager. Each of the following shall be an event of default by Manager under this Agreement ("Manager Event of Default"):

(a) Any Tribal Distribution owed to the Tribe under this Agreement or the Transaction Documents is not paid within five (5) days after its due date.

(b) Manager shall commit any other Material Breach of any of Manager's obligations under this Agreement or any other Transaction Documents, as applicable.

(c) Any representation or warranty that Manager has made under this Agreement or any other Transaction Document shall prove to have been untrue in any material respect when made or would not be materially true if made on the date such performance would otherwise be due.

(d) Manager violates Legal Requirements in the management of the Enterprise, including without limitation the Gaming Ordinance, and such violation is not cured within (i) thirty (30) days after notice, as to the Gaming Ordinance or any other gaming laws or regulations, or (ii) within a reasonable period, not to exceed ninety (90) days, as to any other Legal Requirements.

(e) Manager violates the provisions of Article 8 of this Agreement.

(f) Manager or any Affiliate of Manager institutes or consents to any proceeding under a Debtor Relief Law relating to it or to all or any part of its property, or is unable or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of the Manager or such Affiliate and the appointment continues undischarged or unstayed for sixty calendar days; or any proceeding under a Debtor Relief Law relating to the Manager or any Affiliate or to all or any part of its property is instituted without the Manager's or Affiliate's consent and continues undismissed or

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unstayed for sixty (60) calendar days; or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against all or any material part of its property and is not released, vacated or fully bonded within sixty (60) calendar days after its issue or levy.

If any Manager Event of Default occurs, the Tribe may, upon written notice to Manager, exercise the rights and remedies available to the Tribe provided in this Agreement.

10.3 Material Breach; Right to Cure. Subject to applicable Legal Requirements, neither Manager nor the Tribe may terminate this Agreement, recover damages or foreclose on security interests on grounds of a potential Material Breach of this Agreement or any other Transaction Document unless it has provided written notice to the other party of its intention to terminate this Agreement, seek damages or foreclose. During the five (5) day period after the receipt of such notice (as to payment defaults set forth in subsections 10.2(a) which can be cured within 10 days), the thirty (30) day period after the receipt of the notice to terminate (as to defaults which can be cured within thirty (30) days) or the ninety (90) day period after such receipt (as to defaults which cannot be cured within 10 or 30 days), whichever is applicable, the party receiving the notice may cure the alleged default and (without waiting for the expiration of such periods) any party may submit the matter to arbitration under the dispute resolution provisions of this Agreement set forth in Article 12. The discontinuance or correction of a Material Breach shall constitute a cure thereof. Nothing in this section shall affect or impair the obligation of any party to promptly comply with all Legal Requirements, or limit any sanctions that may be imposed for any violation thereof; nor shall this subsection prevent a party from taking such actions within such 10, 30 or 90 day periods as may be permitted or required by this Agreement, the Gaming Ordinance or NIGC regulations. The provisions of this subsection and the parallel provision of Section 11.3 of the Development Agreement shall control over any conflicting provisions in any other Transaction Document. Nothing in this subsection shall apply to potential termination under Sections 10.1(a) or (c), and Section 10.2(a), (c), (d), (f) or (g) of this Agreement.

ARTICLE 11. TERMINATION

11.1 Voluntary Termination. This Agreement may be terminated by mutual written consent.

11.2 Termination if No NIGC Approval. The Tribe and Manager may each unilaterally terminate this Agreement by written notice if NIGC Approval has not occurred within after execution of this Agreement.

11.3 Manager's Right to Terminate on Tribe Event of Default. Subject to the provisions of Section 10.3 and Article 12, Manager shall be entitled to terminate this Agreement (a) upon a Tribe Event of Default or (b) as specifically provided in this Agreement.

11.4 Tribe's Right to Terminate on Manager Event of Default. Subject to the provisions of Section 10.3 and Article 12, the Tribe shall be entitled to terminate this Agreement (a) upon a Manager Event of Default or (b) as specifically provided in this Agreement.

11.5 Termination if Manager License Withdrawn or on Conviction. The Tribe may

also terminate this Agreement immediately where Manager has had its gaming license withdrawn in any jurisdiction by final administrative action, after completion of judicial review or expiration of the time for seeking such review and any appeals therefrom, or if Manager, or any of Manager's managers, officers or members owning five percent (5%) or more of the membership interests or equity interests of Manager is after the date of this Agreement convicted of a criminal felony or criminal misdemeanor offense involving gaming, fraud or moral turpitude; provided, however, the Tribe may not terminate this Agreement based on a director or officer's conviction where Manager terminates such individual within ten (10) days after receiving notice of the conviction. In the event that any of Developer's managers, officers or members owning five percent (5%) or more of the membership interests or equity interests of Developer is convicted of a criminal felony or criminal misdemeanor offense involving gaming, fraud or moral turpitude or that individual's gaming license is withdrawn in any jurisdiction by final administrative action, said individual shall not be allowed to continue management responsibility or presence at the Facility in non-public areas and shall immediately be prohibited by Manager from said activities or presence.

11.6 Involuntary Termination Due to Changes in Legal Requirements. It is the understanding and intention of the parties that the development, construction and operation of the Enterprise shall conform to and comply with all Legal Requirements. If during the term of this Agreement, the Enterprise or any material aspect of Gaming at the Site is determined by the Congress of the United States, Department of the Interior of the United States of America, the NIGC, or the judgment of a court of competent jurisdiction (after expiration of the time within which appeals must be filed or completion of appeals, if any) to be unlawful under federal law, the obligations of the parties hereto shall cease and the Agreements shall be of no further force and effect as of the date of such determination; subject, however, to the following provisions as to damages: (i) the Tribe shall retain all fees and Tribal Distributions previously paid or advanced to it pursuant to this Agreement or the Transaction Documents; (ii) any money loaned to the Tribe by Manager, or other obligations owed to Manager under the Transaction Documents as of the date of such determination, shall be repaid to Manager, provided that the Tribe's obligation to make such repayment shall be Limited Recourse; and (iii) the Tribe shall retain its interest in the title (and any lease) to all Enterprise assets, including the Gaming Site and any fixtures, supplies and Furnishings and Equipment, subject to any Developer liens against Furnishings and Equipment. If (A) the Tribe determines that it can legally continue to operate portions of the Enterprise after the change in Legal Requirements without subjecting any related Furnishings and Equipment to forfeiture or seizure by any applicable governmental authority, and (B) it is Economically Feasible for the Tribe to continue such portions of the Enterprise and it elects to do so by written notice to Manager within ninety (90) days after the occurrence of the change in Legal Requirements, then the Tribe shall have the right to continue to operate such portions of the Enterprise (and retain any Furnishings and Equipment used in connection with such portions of the Enterprise) so long as the same (x) remain Economically Feasible to operate, (y) any related Furnishings and Equipment shall remain free from any such forfeiture or seizure, and (z) are promptly and continually thereafter operated and maintained in accordance with reasonable industry standards. The Tribe and Manager agree that any Furnishings and Equipment against which Manager has a lien (together with any casualty insurance proceeds applicable thereto) and which related to (1) portions of the Enterprise that are not Economically Feasible for the Tribe to continue to operate, (2) would otherwise be subject to forfeiture or seizure as described above, or (3) with respect to any other portions of the Enterprise that the

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Tribe shall cease to continually operate (collectively, the "Surplus Equipment"), shall be promptly liquidated (subject to approvals as required under any other financing agreements) in a commercially reasonable manner, and the Tribe shall pay the proceeds of such sale(s), to the extent permitted by any applicable subordination agreement, to Manager on account of any Loans and other amounts owing to Manager under the Transaction Documents.

11.7 Indemnification on Termination. In the event of termination, (a) Manager shall indemnify and hold the Tribe harmless against all loss, liability, damage and expense from or arising out of any acts or omissions of Manager prior to termination in violation of, or beyond the scope of its authority under, this Agreement; and (b) the Tribe shall indemnify and hold Manager harmless against all loss, liability, damage and expense from or arising out of any acts of Manager prior to termination pursuant to and in accordance with the terms of this Agreement. This covenant shall survive any termination.

11.8 Repair or Replacement. If the Expanded Existing Facility is damaged, destroyed or condemned so that continued development, construction or operation of Gaming cannot be or can no longer be continued at such Facility, the Expanded Existing Facility shall at the Tribe's option be reconstructed if the insurance or condemnation proceeds, together with any other funds available to the Tribe, are sufficient to restore or replace the Expanded Existing Facility to a condition at least comparable to that before the casualty occurred or such other condition as Developer and the Tribe may agree. If the insurance proceeds, together with other funds available to the Tribe, are not sufficient to so restore or replace the Expanded Existing Facility or are not used to repair the Expanded Existing Facility, the Tribe shall, with the assistance of Developer, adjust and settle any and all claims for such insurance proceeds or condemnation awards, and such proceeds or awards and any undistributed Net Revenues pursuant to Article 5 of the Management Agreement shall be applied first, to the amounts due under the Senior Financing Loan; second, to the Development Loan, including accrued interest; third, to any other amounts owed to Developer; fourth, to pay any third party liabilities of the Enterprise; fifth, to any amounts owed Manager; and sixth, to the Tribe; but subject, in each case, to any applicable subordination agreements.

ARTICLE 12. DISPUTE RESOLUTION

12.1 Tribe's Waiver of Sovereign Immunity and Consent to Suit. The Tribe expressly waives its sovereign immunity from suit for the purpose of permitting or compelling arbitration as provided in this Article 12 and consents to be sued (i) in federal court in the State, and (ii) in the event that a federal court in the State determines that it does not have jurisdiction, in the courts of the State or any other court of competent jurisdiction, for the purpose of compelling arbitration or enforcing any arbitration award or judgment arising out of this Agreement or the other Transaction Documents; provided, however, that liability of the Tribe under any judgment shall always be Limited Recourse, and in no instance shall any enforcement of any kind whatsoever be allowed by Manager against any assets of the Tribe other than the limited assets of the Tribe specified in subsection 12.3(a) below. The Tribe waives any requirement of exhaustion of tribal remedies. The Tribe appoints the Chairman of the Business Committee as its agents for service of all process under or relating to the Agreements or the other Transaction Documents. The Tribe agrees that service in hand or by certified mail, return receipt requested, shall be effective for all purposes under or relating to the Agreements if served on such agents.

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12.2 Arbitration.

(a) Manager and the Tribe agree to use best efforts to negotiate an amicable resolution of any dispute arising under the provisions of this Agreement or the other Transaction Documents. In the event that a party is unable, in its sole discretion, to negotiate an amicable resolution of a dispute, either party may refer the matter to arbitration pursuant to the terms of this subsection. All disputes, controversies or claims arising out of or relating to this Agreement or the other Transaction Documents that cannot be amicably resolved by the parties shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date demand for arbitration is made, and the Federal Arbitration Act, and shall take place in Lincoln County, Oklahoma, except that the arbitration may be initiated and arbitrators selected as follows: (i) arbitration may be initiated by written notice delivered via facsimile, personal delivery or Federal Express; (ii) within seven (7) days after receipt of written notice of any such dispute, thereafter, each party shall notify the other party of its nominee for a single arbitrator; (iii) if the parties can agree upon the nomination of a single arbitrator for the dispute, such person shall serve as sole arbitrator; (iv) if the parties cannot agree upon a single arbitrator, each party's nominee shall serve as an arbitrator on a panel of three (3) arbitrators, and those two (2) arbitrators shall select a third arbitrator to serve with them within two (2) weeks, failing which the third arbitrator shall be appointed by the President of the American Arbitration Association; (v) in the event that any party entitled to name the second arbitrator as set forth in this Section 12.2 fails to do so within the time period provided herein, the arbitrator appointed by the other party shall be the sole arbitrator. Any arbitrator or arbitrators shall commence proceedings within thirty (30) days after their appointment, and shall hold proceedings providing each party with a fair opportunity to present its side of the dispute, together with any documents or other evidence relevant to resolution of the dispute. The arbitration decision shall be signed by the arbitrators and shall be made within thirty (30) days after all evidence relevant to resolution of the dispute has been received by the arbitrators. The arbitration decision shall be binding upon the parties unless, during or following completion of the arbitration proceedings, the parties have met and arrived at a different settlement of the dispute. The costs and expenses of any arbitrator shall be borne by the party appointing such arbitrator, except that the costs and expenses of any arbitrator jointly named or appointed as a third arbitrator shall be borne fifty percent (50%) by the Tribe and fifty percent (50%) by Manager, provided that such arbitrator, as part of his/her decision, may award costs (including attorneys' fees) to the prevailing party if such arbitrator believes that a party has not brought or prosecuted such a claim in good faith. The parties agree that binding arbitration shall be the sole remedy as to all disputes arising out of this Agreement. Any judicial action to compel arbitration or to confirm or enforce an arbitration award or decision shall be governed by the Federal Arbitration Act.

(b) Notwithstanding the foregoing, an arbitrator shall not have the power to compel, negate, assume, usurp, or in any manner affect any Governmental Action ~~unless any Governmental Action or failure to take any Governmental Action constitutes a breach of this Agreement by the Tribe~~. 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.

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(c) Choice of Law. In determining any matter the Arbitrator(s) shall apply the terms of this Agreement, without adding to, modifying or changing the terms in any respect, and in their interpretation and construction first shall apply federal law; second, any relevant law of the Tribe; and third, State law.

(d) Confidentiality. The parties and the arbitrator(s) shall maintain strict confidentiality with respect to the arbitration.

12.3 Limitation of Actions. The Tribe's waiver of immunity from suit is specifically limited to the following actions and judicial remedies:

(a) Damages. The enforcement of an award of money and/or damages by arbitration; provided that the award of any arbitrator and/or court must be Limited Recourse, and no arbitrator or court shall have authority or jurisdiction to order execution against any assets or revenues of the Tribe except the Collateral. In no instance shall any enforcement of any kind whatsoever be allowed by Manager against any assets of the Tribe other than the limited assets of the Tribe specified in this subsection.

(b) Consents and Approvals. The enforcement of a determination by an arbitrator that the Tribe's consent or approval has been unreasonably withheld contrary to the terms of this Agreement or any other Transaction Document, provided that such enforcement shall be subject to the Specific Performance Restriction.

(c) Injunctive Relief and Specific Performance. The enforcement of a determination by an arbitrator or a court that prohibits the Tribe from taking any action that would prevent Manager from performing its obligations pursuant to the terms of this Agreement or any other Transaction Document, or that requires the Tribe to specifically perform any obligation under this Agreement or any other Transaction Document; provided, however, that any injunction against the Tribe shall be Limited Recourse, shall be subject to the Specific Performance Restriction; shall not mandate, preclude or affect payment of any funds of the Tribe other than undistributed or future Net Revenues of the Enterprise, funds in the Cash Collateral Account or Subsequent Gaming Facility Revenues; and shall not relate to any asset of the Tribe other than the Enterprise.

(d) Action to Compel Arbitration. An action to compel arbitration pursuant to this Article 12.

12.4 Undistributed Net Revenues. If on termination the Enterprise has accrued Net Revenues which have not been distributed under Article 5 of this Agreement, Manager shall receive that Management Fee equal to the Management Fee it would have received for the period prior to termination had the distribution occurred during the term of the Management Agreement.

12.5 Damages for Governmental Action. If the Tribe takes a Governmental Action or fails to take a Governmental Action, and such action or inaction is not caused by a breach of Manager's obligations under this Agreement and constitutes a breach of this Agreement by the Tribe or the impairment of rights of Manager under this Agreement, the Tribe shall be liable for any resulting actual damages incurred by Manager (subject to the Limited Recourse provisions

of this Agreement and the limited waiver of the Tribe's sovereign immunity).

ARTICLE 13. CONSENTS AND APPROVALS

13.1 Tribe. Where approval or consent or other action of the Tribe is required, such approval shall mean the written approval of the Business Committee evidenced by a resolution thereof, certified by a Tribe official as having been duly adopted, or such other person or entity designated by resolution of the Business Committee. Any such approval, consent or action shall not be unreasonably withheld, conditioned or delayed.

13.2 Manager. Where approval or consent or other action of Manager is required, such approval shall mean the written approval of the Managing Officer. Any such approval, consent or other action shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 14. DISCLOSURES

14.1 Members and Managers. Manager warrants that on the date of this Agreement its Affiliates, managers, officers and members owning five percent (5%) or more of the membership interests or equity interests are those listed on Exhibit H.

14.2 Warranties. Manager further warrants and represents as follows:

(a) No officer, director or individual owner of five percent (5%) or more of the membership interests or equity interests of Manager, or any Affiliate of Manager, has been arrested, indicted for, convicted of, or pleaded nolo contendere to any felony or any gaming offense, or had any association with individuals or entities known to be connected with organized crime; and

(b) Manager agrees that all of its managers and officers and any individual owners of five percent (5%) or more of the membership interests or equity interests of Manager, shall:

(i) consent to background investigations to be conducted by the KGC, the State, the Federal Bureau of Investigation or any law enforcement authority to the extent required by the IGRA and the Compact;

(ii) be subject to licensing requirements in accordance with the Gaming Ordinance and this Agreement;

(iii) consent to a background, criminal and credit investigation to be conducted by or for the NIGC, if required;

(iv) consent to a financial and credit investigation to be conducted by a credit reporting or investigation agency at the request of the KGC;

(v) cooperate fully with such investigations; and

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(vi) disclose any information requested by the KGC which would facilitate the background and financial investigation.

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

ARTICLE 15. NO PRESENT LIEN, LEASE OR JOINT VENTURE

15.1 The parties agree and expressly warrant that neither the Management Agreement nor any exhibit thereto is a mortgage or lease and, consequently, does not convey any present interest whatsoever in the Expanded Existing Facility or the Site, nor any proprietary interest in the Enterprise itself; except, with regard to the Cash Collateral Account, the security interest created by the Cash Collateral Agreement, if any, and, with regard to the Furnishings and Equipment, the security interest created by the Security Agreement. The parties further agree and acknowledge that it is not their intent, and that this Agreement shall not be construed, to create a joint venture between the Tribe and Manager; rather, Manager shall be deemed to be an independent contractor for all purposes hereunder.

ARTICLE 16. CONCLUSION OF THE MANAGEMENT TERM

16.1 Upon the conclusion or the termination of this Agreement, Manager shall cooperate with the Tribe and take reasonable steps for the orderly transition of management of the Enterprise to the Tribe or its designee pursuant to a transition plan; such transition period shall be for a reasonable period but not less than sixty (60) days; provided, however, that in the event that Manager's license has been revoked by the KGC, Manager shall have no obligation or responsibility to prepare a transition plan or take part in any manner in the orderly transition of management of the Enterprise to the Tribe. No later than four (4) months before the expiration of the Term of this Agreement, Manager shall submit to the Business Committee a transition plan which shall be sufficient to allow the Tribe to operate the Enterprise and provide for the orderly transition of the management of the Enterprise.

ARTICLE 17. MISCELLANEOUS

17.1 Situs of the Contracts. This Agreement, as well as all contracts entered into between the Tribe and any person or any entity providing services to the Enterprise, shall be deemed entered into in the State.

17.2 Manager's Interest. Nothing contained herein grants or is intended (a) to grant Manager a titled interest to the Expanded Existing Facility, or (b) in any way to impair the Tribe's sole proprietary interest in the Expanded Existing Facility.

17.3 Notices. All notices, requests and other communications to any party hereunder shall be in writing, may be personally served or sent by telefax, mail or the express mail service of the United States Postal Service, Federal Express or other equivalent overnight or expedited delivery service, and (a) if given by personal service, or telefax (confirmed by telephone), it shall

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be deemed to have been given upon receipt; (b) if sent by mail, it shall be deemed given upon actual receipt; or (c) if sent by Federal Express, the express mail service of the United States Postal Service or other equivalent overnight or expedited delivery service, it shall be deemed given upon the earlier of (i) actual receipt or (ii) on the next Business Day after delivery to such overnight or expedited delivery service, delivery charges prepaid, and properly addressed to the Tribe or the Manager. For purposes hereof, the address of the parties to this Agreement shall be as follows:

If to the Tribe:	Kickapoo Tribe of Oklahoma Attn: Chairperson Post Office Box 70 McLoud, Oklahoma 74851
If to the Manager:	Ellis Gaming Oklahoma Management, LLC 900 South Pavilion Center Drive Suite 170 Las Vegas, Nevada 89144

Any party may, by proper written notice hereunder to the other party, change the address to which notices shall thereafter be sent to it. Notwithstanding anything to the contrary implied or expressed herein, the notice requirements herein (including the method, timing or deemed giving of any notice) are not intended to and shall not be deemed to increase the number of days or to modify the method of notice or to otherwise supplement or affect the requirements for any notice required or sent pursuant to applicable law (including, without limitation, any applicable statutory or law requirement), or otherwise given hereunder, that is not required under this Agreement.

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

17.5 Further Actions. The Tribe and Manager agree to execute or cause to be executed all contracts, agreements and documents and to take all actions reasonably necessary to comply with the provisions of this Agreement and the intent hereof.

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

17.7 Captions. The captions of each article, section and subsection contained in this

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Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement.

17.8 Severability. If any provision, or any portion of any provision, of this Agreement is found to be invalid or unenforceable, such unenforceable provision, or unenforceable portion of such provision, shall be deemed severed from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision, or any portion of any provision, of this Agreement is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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

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

17.11 Estoppel Certificate. Manager and the Tribe agree to furnish to the other party, from time to time upon request, an estoppel certificate in such reasonable form as the requesting party may request stating whether there have been any defaults under this Agreement known to the party furnishing the estoppel certificate and such other information relating to the Enterprise as may be reasonably requested.

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

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

17.14 Successors and Assigns. The benefits and obligations of this Agreement shall inure to and be binding upon the parties hereto and their respective permitted successors and assigns.

17.15 Confidential and Proprietary Information. Manager and the Tribe each agree that any information received concerning the other party during the performance of this Agreement, regarding the parties' organization, financial matters, marketing and development plans for the Enterprise, the Site, or other information of a proprietary nature (the "Confidential Information") will be treated by both parties in full confidence except for such public disclosure as may be required to allow Manager and the Tribe to perform their respective covenants and obligations hereunder, or in response to legal process, and will not be revealed to any other persons, firms or organizations. The obligations not to use or disclose the Confidential Information shall not apply to Confidential Information (a) which has been made previously available to the public by the

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Tribe or Manager, or becomes generally available to the public, unless the Confidential Information being made available to the public results in a breach of this Agreement; (b) which prior to disclosure to the Tribe or Manager was already rightfully in any such persons' possession; (c) which is obtained by the Tribe or Manager from a third party who is lawfully in possession of such Information, and not in violation of any contractual, legal or fiduciary obligation to the Tribe or Manager, with respect to such Confidential Information; or (d) which is disclosed pursuant to legal process, provided that the party served with such process shall notify the other of such service and provide the other with an opportunity to contest such process. Manager's obligations under this Section 17.15 shall be continuing and shall remain enforceable for the greater of after execution of the this Agreement or after termination.

17.16 Patron Dispute Resolution. Manager shall submit all patron disputes concerning play to the KGC pursuant to the Gaming Ordinance, and the regulations promulgated thereunder.

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

17.18 Waiver of Jury Trial. THE MANAGER AND THE TRIBE AGREE THAT NEITHER OF THEM NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR OTHER ACTION RELATING TO THIS AGREEMENT, THE NOTES, OR ANY RELATED INSTRUMENTS, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE MANAGER AND THE TRIBE, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE MANAGER NOR THE TRIBE HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

17.19 Entire Agreement.

(a) Notwithstanding that the Parties have entered into numerous agreements between them, including, the Third Amended and Restated Development Agreement; Security Agreement; Consulting Agreement; Working Capital Advance Note; Guaranty; and this Agreement, including the Exhibits referred to herein constitutes the entirety of this Agreement and the entire understanding of the parties hereto regarding the management of the Enterprise and supersedes all other prior agreements and understandings, written or oral, between the Parties regarding the management of the Enterprise. All prior and contemporaneous conversations, discussions, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof, including without limitation the Term Sheet agreed to by the Manager and the Tribe and executed January 25, 2005, are waived, merged herein and superseded hereby. Manager and the Tribe each affirmatively represents that no promises have been made to that party which are not contained in this Agreement, or any other Transaction Documents and documents referred to herein and therein, and stipulates that no evidence of any promises not contained in this Agreement or any other

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Transaction Documents shall be admitted into evidence on their behalf.

(b) Collateral agreements between or among the Tribe and Manager or Affiliates of Manager consist of the following documents, which are not part of this Management Agreement:

(i) Working Capital Advance Note;

(ii) Security Agreement;

(iii) Cash Collateral Agreement, if any;

(iv) Consulting Agreement; and

(v) Development Agreement.

All such collateral agreements supersede all other prior collateral agreements and understandings, written or oral between the parties, and each party affirmatively represents that no promises have been made to that party which are not contained in this Agreement, or any other Transaction Document, and stipulates that no evidence of any promises not contained in this Agreement, or any other Transaction Document shall be admitted into evidence on its behalf.

(c) This Agreement shall not be supplemented, amended or modified by any course of dealing, course of performance or uses of trade and may only be amended or modified by a written instrument duly executed by officers of all parties and approved by the NIGC Chairman.

17.20 Government Savings Clause. The Tribe and Manager each agree to execute, deliver and, if necessary, record any and all additional instruments, certifications, amendments, modifications and other documents as may be required by the United States Department of the Interior, Bureau of Indian Affairs, the office of the field Solicitor, the NIGC, or any applicable statute, rule or regulation in order to effectuate, complete, perfect, continue or preserve the respective rights, obligations, liens and interests of the parties hereto to the fullest extent permitted by law; provided, that any such additional instrument, certification, amendment, modification or other document shall not materially change the respective rights, remedies or obligations of the Tribe or Manager under this Agreement or any other agreement or document related hereto.

17.21 Preparation of Agreement. This Agreement was drafted and entered into after careful review and upon the advice of competent counsel; it shall not be construed more strongly for or against either party.

17.22 Consents. Except where expressly indicated that an agreement or consent is in the sole or unilateral discretion of a party, no agreement or consent under this Agreement shall be unreasonably withheld, conditioned or delayed.

17.23 Execution. This Agreement may be executed in four counterparts, two to be

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retained by each party. Each of the four originals is equally valid. This Agreement shall be binding upon both parties when properly executed and approved by the Chairman of the NIGC (the "Effective Date").

17.24 Manager Collateral. The obligations of the Tribe to Manager under this Agreement and the Transaction Documents shall be secured by a security interest in the Tribe's interest in the Collateral.

17.25 Limited Recourse. The obligations of the Tribe to Manager under this Agreement and the Transaction Documents shall be a Limited Recourse obligation of the Tribe.

17.26 Manager Security. Manager's security interest in the Collateral shall be subject to the following terms and conditions:

(a) Manager may block payment to the Tribe of Monthly Distribution Payments (other than the Minimum Guaranteed Monthly Payment) and may foreclose on its security interest in the Collateral only upon the occurrence of a Tribe Event of Default under this Agreement, if such default is not cured within any applicable cure period and, if arbitration is timely demanded, only after entry of an arbitrator's award finding a Tribe Event of Default has occurred.

(b) Manager must comply with applicable law with regard to taking possession of, and foreclosure on, the Collateral, including without limitation any legal requirements relating to the possession or sale of gaming equipment.

(c) Manager's security interest in the Collateral and any other collateral of Manager at or related to the Expanded Existing Facility shall be subordinated to security interests granted to the Developer and any Senior Financing Lender.

(d) Nothing in the Collateral Agreements or under any other provision of this Agreement or any related agreement shall alter the damages due Manager on a Tribe Event of Default, which shall continue to be controlled by Article 12 of this Agreement.

(e) Upon payment in full of all amounts due Manager under this Agreement and the Transaction Documents, Manager shall promptly terminate the Collateral Agreements and release any related security interests.

(f) No collateral instrument shall grant Manager a private right of entry into the Expanded Existing Facility or the Site, and Manager waives any such right.

17.28 Guaranty. All of Manager's obligations under this Agreement are guaranteed by Ellis Gaming, LLC pursuant to that Guaranty from Ellis Gaming, LLC to the Tribe, the form of which is attached hereto as Exhibit B. Provided, however, that the Tribe may not enforce the Guaranty unless and until the NIGC approves the Management Agreement and issues a Finding of No Significant Impact ("FONSI") as a result of an Environmental Assessment ("EA") conducted pursuant to the National Environmental Policy Act ("NEPA"); and further provided that in the event that the NIGC does not approve the Management Agreement or does not issue a FONSI as

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a result of an EA conducted pursuant to the NEPA, the Guaranty shall automatically terminate, shall be of no further force or effect, and the Tribe shall not be authorized or entitled to enforce the Guaranty.

17.29 Further Actions. The Tribe and Manager agree to execute all contracts, agreements and documents and to take all other actions necessary or appropriate to comply with the provisions of this Agreement and the intent hereof, including seeking in good faith approval of this Agreement.

17.30 First Amended and Restated Management Agreement Superseded. This Agreement shall supersede and otherwise replace the First Amended and Restated Management Agreement in its entirety.

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

WITNESS:

KICKAPOO TRIBE OF OKLAHOMA

By: Tony Sulzer
Its: Chairman 3-29-06

ELLIS GAMING OKLAHOMA MANAGEMENT, LLC

By: R Shawn Ellis
Its: Manager 03-26-06

Approved pursuant to 25 U.S.C. Section 2711

NATIONAL INDIAN GAMING COMMISSION

By: _____
Its: Chairperson