MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is entered into as of July 15, 1999, by and between the LITTLE RIVER BAND OF OTTAWA INDIANS (the "Tribe") and its permitted successors and assigns, and MANISTEE GAMING LLC, a Michigan limited liability company, and its permitted successors and assigns (the "Manager"), for the operation of a gaming facility in the State of Michigan.

ARTICLE I

RECITALS

Section 1.1. The Tribe is a federally recognized Indian tribe whose status was reaffirmed and restored by Congress pursuant to Public Law 103-324, 108 Stat. 2156 (25 U.S.C. §1300k et seq.) (the "Little River Act"). The Tribe is entitled to the protections and benefits accorded federally recognized Indian tribes under federal law, including those under the Indian Gaming Regulatory Act of 1988 (25 U.S.C. §2701 et seq.) ("IGRA"), which governs the operation of class II and class III gaming activities (as defined in IGRA) on lands held in trust for the Tribe.

Section 1.2. Pursuant to Section 6(b) of the Little River Act (25 U.S.C. §1300-4(b)), the Secretary of the Interior (the "Secretary") has taken the real property described on Exhibit A hereto (the "Property") in trust for the benefit of the Tribe.

Section 1.3. The Tribe has determined that the establishment and operation of a tribal gaming enterprise on the Property in accordance with IGRA will assist the Tribe in generating the revenues needed to establish an effective tribal government, provide necessary employment opportunities services for tribal members and promote tribal self-sufficiency. With the assistance of the Manager, the Tribe intends to develop, construct and operate on the Property a facility (the "Facility") suitable for conducting Gaming (as defined herein) (the "Enterprise") pursuant to the Tribe's recognized powers of self-government, and its statutes and ordinances.

Section 1.4. The Tribe desires to use the Enterprise to improve the economic conditions of its members, to enable it to serve the social, economic, educational and health needs of its members, to increase its revenues and to enhance the Tribe's economic self sufficiency and self determination.

Section 1.5. The Tribe does not presently possess sufficient technical and financial expertise to develop and manage the Enterprise and has determined that employment of a firm with the necessary management and development expertise will assist the Tribe in meeting the above goals. The Manager has the requisite expertise and is capable of assisting the Tribe in developing, constructing, managing, operating and maintaining a high quality tribal gaming enterprise and instructing members of the Tribe in such undertaking.

Section 1.6. The Tribe desires to grant the Manager the exclusive right and obligation to develop, manage, operate and maintain the Enterprise as described in this Agreement and to train Tribal members and others in the operation and maintenance of the Enterprise during the term of this Agreement. The Manager desires to perform these functions for the Tribe.

Section 1.7. The Tribe and the Manager have entered into a separate Development and Construction Agreement, dated as of July 15, 1999 (the "Development Agreement") pursuant to which the Manager has agreed to develop, construct and equip the Facility.

Section 1.8. This Agreement is entered into pursuant to IGRA. All gaming conducted at the Facility will at all times comply with the IGRA, applicable tribal and federal law and the Compact (as defined herein).

ARTICLE II

DEFINITIONS

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

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

"Bank" shall mean the financial institution agreed upon by the parties to provide the funding necessary to design, construct, and equip the Facility, and provide start-up capital for the Enterprise.

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

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

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

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

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

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

"Commencement Date" shall mean the day after the date on which this Agreement is approved by the National Indian Gaming Commission.

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

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

"Completion Date" shall mean the date upon which the Manager receives:

(i) an architect's certificate from the Architect selected in accordance with the Development Agreement as having responsibility for the design and supervision of construction, equipping and furnishing of the Facility, certifying that the Facility has been fully constructed substantially in accordance with the Plans and Specifications;

(ii) a permanent or temporary certificate of occupancy, if required, from any government authority or authorities pursuant to whose jurisdiction the Facility is to be constructed, permitting the use and operation of all portions of the Facility in accordance with this Agreement, and

(iii) certificates of such professional designers, inspectors or consultants or opinions of counsel, as the Manager or the Tribal Council may determine to be appropriate, verifying construction and furnishing of the Facility in compliance with all Legal Requirements.

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

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

"Development Agreement" shall mean the Development and Construction Agreement, dated as of July 15, 1999, between the Manager and the Tribe, providing the terms under which the Manager and the Tribe will work to develop and construct the Facility, including without limitation, design, construction and furnishing and equipping same.

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

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

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

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

(ii) written approval of the Loan Agreement and any related security documents is granted by the Chairman of the NIGC and/or the BIA, if required;

(iii) written approval of the Gaming Ordinance is granted by the Chairman of the NIGC;

(iv) written confirmation that the Tribe has approved background investigations of the Manager;

(v) the Manager has received a certified copy of the Gaming Ordinance and the Tribal resolutions adopted by the Tribe in accordance with the Tribe's governing documents authorizing the execution of this Agreement, the Development Agreement, the Loan Agreement and any related security documents;

(vi) title to the Property is held by the United States of America in trust for the Tribe and the Manager has received written confirmation that all environmental requirements for the construction and operation of the Facility have been satisfied and that all utility and other infrastructure needs of the Facility can be provided with the approved Construction Cost budget;

(vii) the Compact has been approved by the Secretary of the Interior and published in the Federal Register as provided in 25 U.S.C. 2710(d)(8)(D); and

(viii) receipt by the Manager of all applicable licenses for or related to development, construction or management of the Facility.

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

"Enterprise" shall mean the Little River Band of Ottawa Indians Gaming Enterprise, established by the Tribe to engage in Gaming at the Facility, and any other lawful commercial activity allowed in the Facility including but not limited to, the sale of food, alcohol, tobacco, gifts and souvenirs.

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

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

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

"Facility" shall mean the interim gaming facility to be constructed on the Property as contemplated by the Development Agreement and to be managed by the Manager under this Agreement as a facility for Gaming, restaurant and related activities, together with all Furniture, Trade Fixtures and Equipment. The Facility does not include the permanent gaming facility contemplated to be constructed by the Tribe and managed by the Manager on the Property, which permanent facility is intended by the Tribe and the Manager to be the subject of a separate series of agreements.

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

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

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

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

(iii) office furnishings and equipment;

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

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

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

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

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

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

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

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

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

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

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

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

"Loan" shall mean the loan from the Bank to the Tribe and guaranteed by Manager, the proceeds of which are to be used exclusively for the development, design, construction, furnishing and equipping of the Facility and/or providing start-up and working capital for the Enterprise.

"Loan Agreement" shall mean the loan agreement to be entered into between the Tribe and the Bank relating to the Loan.

"Manager" shall mean Manistee Gaming LLC.

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

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

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

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

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

"Member of the Tribal Government" shall mean any member of the Tribal Council, the Tribal Gaming Commission, the Business Board or any independent board or body created to oversee any aspect of Gaming.

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

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

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

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

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

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

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

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

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

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

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

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

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

(viii) any proceeds of financing or refinancing.

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

"Net Revenues (other)" shall mean all Gross Revenues of the Enterprise from all other sources in support of Gaming not included in "Net Revenues (gaming)," such as food and beverage, entertainment and retail, less (a) all Operating Expenses, excluding the Management Fee, (b) the retail value of Promotional Allowances, if any, and (c) the following revenues actually received by the Enterprise and included in Gross Revenues:

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

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

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

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

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

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

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

(viii) any proceeds of financing or refinancing.

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

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

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

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

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

(ii) Operating Supplies for the Enterprise;

(iii) utilities;

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

(v) interest on the Loan;

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

(vii) insurance and bonding;

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

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

(x) security costs;

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

(xii) lease payments for Furniture, Trade Fixtures, and Equipment to the extent approved by the Business Board;

(xiii) trash removal;

(xiv) costs of goods sold;

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

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

(xvii) depreciation and amortization of the Facility based on an assumed 30 year life, and depreciation and amortization of all other assets in accordance with GAAP consistently applied;

(xviii) recruiting and training expenses;

(xix) fees paid to the NIGC under IGRA;

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

(xxi) any fees and expenses payable to the Tribe, the Tribal Gaming Commission or any Affiliate of the Tribe in connection with the licensing of the Facility and the Enterprise, provided that the amount of such fees and expenses that shall constitute an Operating Expense shall not exceed [ ] in any calendar year; b4

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

(xxiii) Pre-opening expenses capitalized prior to the opening and treated as an expense during the first year of operation.

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

"Plans and Specifications" shall mean the final Plans and Specifications approved for the Facility as described in Section 3.7 of the Development Agreement;

"Pre-Development Loan" shall mean the loan described in Section 4 of the Letter of Intent.

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

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

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

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

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

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

"State" shall mean the State of Michigan.

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

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

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

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

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

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

ARTICLE III

ENGAGEMENT OF MANAGER; PRE-OPENING MATTERS

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

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

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

Section 3.3. Management Fee. In consideration for its services under this Agreement, the Tribe shall pay the Manager a fee equal to earned during the Term of this Agreement. 64

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

Section 3.5. Creation and Operation of Business Board. There is hereby created a Business Board for the Enterprise that shall, for the Term of this Agreement, consist of two persons representing the Tribe and two persons representing the Manager. The Business Board shall elect from among its members a Chairperson who shall have a vote on all matters. The Business Board shall remain active during the entire Term of this Agreement. Within 30 days following the Effective Date, the Tribe and the Manager shall give each other notice of the individuals whom the parties have appointed to 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 agreement of a majority of the Business Board members.

Section 3.6. Manager's Compliance with Law, Licenses. The Manager covenants that it will comply at all times with all Legal Requirements, including the Tribal Gaming Ordinance, IGRA, the Compact (to the extent applicable), Michigan statutes (to the extent applicable), and

any licenses issued under any of the foregoing. The Tribe shall not unreasonably withhold, delay, withdraw, qualify or condition such licenses as the Tribe or its political subdivisions are authorized to grant.

Section 3.7. Amendments to Tribal Gaming Ordinance. The Tribe covenants that any amendment made to the Tribal Gaming Ordinance will be a legitimate good faith effort to ensure that Gaming is conducted in a manner that adequately protects the environment, the public health and safety, and the integrity of the Enterprise and to ensure compliance with applicable law or to exercise an essential governmental function of the Tribe. If the Tribe adopts any amendments to the Tribal Gaming Ordinance or any other ordinances or resolutions that are not designed to fulfill one of these purposes and the Manager can demonstrate that such amendments materially and adversely affect the Manager's rights under this Agreement or under the Loan Agreement, the Note, the Development Agreement, any Collateral Agreement or any other agreement between the Tribe and the Manager, the Manager may exercise the dispute resolution procedures of Section 14.3.

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

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

a. the Uniform Building Code,
b. the Uniform Mechanical Code,
c. the Uniform Plumbing Code,
d. the Uniform Fire Code,
e. the National Electric Code,
f. the Americans With Disabilities Act,
g. public health standards for food and beverage handling in accordance with United States Public Health Service requirements, and
h. any other applicable building code and standards.

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

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

Section 3.11. Satisfaction of Effective Date Requirements. The Manager and the Tribe each agree to cooperate and to use their best efforts to satisfy all of the conditions of the Effective Date at the earliest possible date.

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

Section 3.12. Commencement Date. The Manager shall memorialize the Commencement Date in a writing signed by the Manager and delivered to the Tribal Council, the Tribal Gaming Commission and the Chairman of the NIGC.

Section 3.13. Capital Cost of the Facility. As provided in the Development Agreement, the maximum dollar amount for the recoupment of development and construction costs of the Facility (including all costs funded under the Pre-Development Loan) shall not exceed

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ARTICLE IV

BUSINESS AND AFFAIRS IN CONNECTION WITH THE ENTERPRISE

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

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

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

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

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

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

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

Council, or (b) obligate or encumber any funds or property of the Tribe except as provided for in the Enterprise's properly approved Operating or Pre-Operating Budget. Any contract requiring an expenditure in any year in excess of other than contracts entered into in order to correct an Emergency Condition, shall be approved by the Business Board. No contracts, of any amount, for the supply of goods or services to the Enterprise shall be entered into with an Affiliate of the Manager unless that affiliation is disclosed to and approved by the Business Board and the contract terms are no less favorable for the Enterprise than could be obtained from a nonaffiliated contractor. 64

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

Section 4.3. Security. The Manager shall prepare a plan for the protection of public safety and the physical security of patrons of the Enterprise and shall submit such plan to the Tribal Gaming Commission as required by the Gaming Ordinance. The Manager shall be responsible for the hiring and supervision of security personnel for the Facility and the operation of the Enterprise in accordance with the plan approved by the Tribal Gaming Commission. Any security officer shall be licensed by the Tribal Gaming Commission and bonded and insured in an amount which the Business Board determines to be commensurate with his or her enforcement duties and obligations. The cost of any charge for security and increased public safety services will be an Operating Expense; the Manager shall have the responsibility to ensure that any such costs are paid when due.

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

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

period that the Tribe is the manager of the facility under this section, but the Manager shall still be entitled to repayment of any debts owed to it by the Tribe and for money lent or services provided before the shutdown.

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

If the insurance proceeds are not sufficient and are not used to repair the Facility, and neither the Manager nor the Tribe wishes to provide the additional funds necessary to re-build and reopen the facility, the Tribe and the Manager shall jointly adjust and settle any and all claims for such insurance proceeds or condemnation awards, and such proceeds or award shall be applied first, to the amounts due under the Note (including principal and interest); second, to the repayment of any other loans relating to the Facility; third, any undistributed Net Revenues pursuant to Section 6 of this Agreement; and fourth, any surplus distributed to the Tribe.

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

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

Agreement, it may take whatever action may be necessary to reduce expenses during such termination of Gaming.

4.4.5. Tolling of the Agreement. If, within 12 months after the cessation of Gaming on the Property under Section 4.4.4 or 12 months of Tribal management of the Enterprise under Section 4.4.1, the Manager determines that the recommencement of Gaming is possible, and if the Manager has not terminated this Agreement under the provisions of Section 4.4.4, the Manager may resume management of the Facility. The period of such cessation shall not be deemed to have been part of the Term of this Agreement and the date of expiration of the Term of this Agreement shall be extended by the number of days of such cessation period. Any reasonable payments made to any third party to eliminate rights acquired in the Property, the Facility or the Enterprise during the period of cessation or to eliminate or cure the problems which caused the cessation of Gaming shall constitute Operating Expenses of the Enterprise.

Section 4.5. Alcoholic Beverages. During the Term of this Agreement alcoholic beverages may be served at the Facility if permissible in accordance with tribal, federal and other applicable law. The parties acknowledge that no enabling tribal legislation for the sale of alcoholic beverages is now in force, and that such legislation would be necessary in order to serve alcoholic beverages at the Facility. If such legislation is subsequently enacted, and if other requisite approvals are obtained, the Tribal Council and the Manager may mutually agree to include service of such beverages within the Enterprise.

Section 4.6. Employees.

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

4.6.2. Enterprise Employee Policies. Not less than one month prior to the scheduled Commencement Date, the Manager shall establish personnel policies and procedures and employment practices, including a job classification system with salary levels and scales, which policies and procedures shall be subject to approval by the Board and then by the Tribal Council and the Tribal Gaming Commission. The Enterprise Employee Policies shall include a grievance procedure in order to establish fair and uniform standards for the employees of the Enterprise, and shall include the procedures for the resolution of disputes between the Manager and Enterprise Employees appearing as Exhibit C to this Agreement. Any revisions to the Enterprise Employee Policies shall not be effective unless they are approved in the same manner as the original Enterprise Employee Policies. The Manager shall be responsible for administering the Enterprise Employee Policies. All such actions shall comply with applicable tribal law.

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

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

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

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

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

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

(i) conduct job fairs and skills assessment meetings for tribal members and their families;

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

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

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

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

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

Section 4.9. Operating Budget and Annual Plan. The Manager shall, prior to the scheduled Commencement Date, submit to the Business Board for line-item approval, a proposed Operating Budget and Annual Plan for the Enterprise for the remainder of the then current Fiscal Year. Thereafter, the Manager shall, not less than 60 days prior to the commencement of each Fiscal Year, submit to the Business Board, for line-item approval, a proposed Operating Budget and Annual Plan for such Fiscal Year. The Operating Budget and Annual Plan shall include a

projected income statement, balance sheet and projection of cash flow for the Enterprise, with detailed justifications explaining the assumptions used therein. Included with the Operating Budget and Annual Plan shall be a schedule of repairs and maintenance (other than Capital Replacements), a business and marketing plan for the Fiscal Year, and the Minimum Balances which must remain in the Enterprise Bank Accounts and the House Bank as of the end of each month during the Fiscal Year to ensure that sufficient money will be available for working capital purposes, the House Bank and other expenditures authorized under the Operating Budget and Annual Plan.

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

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

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

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

(i) repairs and maintenance,

(ii) Capital Replacements,

(iii) Furnishings and Equipment,

(iv) advertising and business promotion programs,

(v) Promotional Allowances, and

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

The Business Board shall review and approve the Operating Budget and Annual Plan on a line-by-line basis, and shall forward the approved Operating Budget and Annual Plan to the Tribal Council for its review and approval. The Business Board's and Tribal Council's approval of the Operating Budget and Annual Plan shall not be unreasonably withheld or delayed. If the Tribal Council is unable to approve the Operating Budget and Annual Plan prior to the commencement of the Fiscal Year, or if the Business Board is unable to approve any line items prior to the commencement of the Fiscal Year, those portions of the proposed Operating Budget and Annual Plan approved by the Business Board shall be used as interim amounts and the corresponding line items contained in the Operating Budget and Annual Plan for the preceding Fiscal Year shall be adjusted as set forth herein and shall be substituted for the line items yet to be approved in the proposed Operating Budget and Annual Plan. Those line items shall be

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

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

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

The Manager may, after notice to and approval by the Business Board, revise the Operating Budget and Annual Plan from time to time as may be necessary to reflect any unpredicted significant changes, variables or events or to include significant additional, unanticipated items of expense. The Manager may, upon five business days' notice to the Business Board, reallocate part or all of the amount budgeted with respect to any line item to another line item. The Manager shall submit a revision of the Operating Budget and Annual Plan to the Business Board for review quarterly.

Section 4.10. Capital Budget. The Manager shall, not less than 60 days prior to the commencement of each Fiscal Year, submit to the Business Board, for review and approval, a recommended capital budget (the "Capital Budget") describing the estimated replacement or new acquisition costs for the ensuing Fiscal Year, for the physical plant, furnishings, equipment, and ordinary capital replacement items ("Capital Replacements") as shall be required to operate the Enterprise in accordance with sound business practices. The Capital Budget shall be reviewed and approved, and modifications thereto may be made, in the same manner as provided in Section 4.9 with respect to the Operating Budget and Annual Plan; provided, that no amount budgeted with respect to an item in the Capital Budget may be reallocated to an item in the Operating Budget and Annual Plan, or vice-versa, without the approval of the Business Board.

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

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

(b) correct any condition of an emergency nature, including, without limitation, maintenance, replacements or repairs which, in the Manager's judgment, require

immediate action to preserve and protect the Facility, assure its continued operation, or protect the comfort, health, safety and/or welfare of the Facility's guests or employees (an "Emergency Condition").

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

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

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

Section 4.13. Contracting. In entering into contracts for the supply of goods and services for the Enterprise, the Manager shall give preference to qualified members of the Tribe, their spouses and family members, and qualified business entities certified by the Tribe as owned by members of the Tribe, their spouses and family members.

"Qualified" shall mean a person or a business entity who or which, in the judgment of the Business Board, is able to provide services at competitive prices, has demonstrated skills and abilities to perform the tasks to be undertaken in an acceptable manner, and can meet the reasonable bonding requirements of the Enterprise. The Manager shall provide written notice to the Business Board in advance of all such contracting, subcontracting and construction opportunities.

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

review and approval by the Business Board, the Tribal Gaming Commission and such other government agencies, if any, prior to their implementation.

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

Section 4.15. Banking and Bank Accounts.

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

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

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

4.15.4. Capital Replacement Reserve. A Capital Replacement Reserve shall be established as an Enterprise bank account. There shall be transferred monthly to the Capital Replacement Reserve, from the Depository Account, an amount equivalent to

or such higher or lower amounts as the Business Board shall deem necessary or appropriate in order to fund the Capital Budget and provide a sufficient reserve for the correction of Emergency Conditions. The amounts required to be so transferred shall be calculated and deposited into the Capital Replacement Reserve, in arrears, no later than the 21st day of the month immediately following the month with respect to which a transfer is made. If any adjustment of Gross Revenues is made as a result of an audit or for other accounting reasons, a corresponding adjustment in the Capital Replacement Reserve transfer shall be made. In addition, all proceeds from the sale of capital items no longer needed for the operation of the Enterprise, and the proceeds of any insurance received in reimbursement for any items previously paid for from the Capital Replacement Reserve, shall be deposited into the Capital Replacement Reserve upon receipt. Transfers into the Capital Replacement Reserve and expenditures therefrom shall be accounted for in accordance with GAAP.

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

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

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

Section 4.17. Accounting and Books of Account.

4.17.1. Operating Statements. The Manager shall prepare and provide monthly, quarterly and annual financial reports and operating statements to the Business Board and the Tribal Gaming Commission and to such other parties as the Compact or applicable law may require. The operating statements shall comply with all Legal Requirements including, but not limited to, those of the Compact and applicable federal law and

regulations and shall include an income statement, statement of cash flows, and balance sheet for the Enterprise. Such statements shall include the Operating Budget and Annual Plan and Capital Budget projections as comparative statements, and, after the first full year of operation, shall include comparative statements from the comparable period for the prior year of all revenues, and all other amounts collected and received and all deductions and disbursements made therefrom in connection with the Enterprise. All such statements shall be prepared in accordance with GAAP consistently applied.

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

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

4.17.4. Annual Audit. An independent certified public accounting firm shall be selected by the Tribal Council and approved by the Tribal Gaming Commission for the purpose of performing an annual audit of the books and records of the Enterprise. The accounting firm shall be one of the six largest certified public accounting firms doing business in the United States. Said audit shall meet all legal requirements of the Tribal Gaming Ordinance, the Compact (to the extent applicable), IGRA and other applicable law and shall, unless otherwise authorized by Tribal Council resolution, be separate and distinct from any audit required by the Single Audit Act of 1984, 31 U.S.C. §750 et seq. The Tribal Gaming Commission and the NIGC and any other legally authorized government agency shall also have the right to perform special audits of the Enterprise on any aspect of the Enterprise and its operations at any time without restriction. Copies of such audits shall be provided by the Tribe to all applicable federal and state agencies, as

may be required by law or the Compact, and may be used by the Manager for reporting purposes under federal and state securities laws, if required. The fees for the services of the independent auditor shall be an Operating Expense.

Section 4.18. Retail Stores and Concessions. The Business Board shall review and approve any shops or concessions proposed to be operated in connection with the Facility.

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

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

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

ARTICLE V

LIENS AND ENCUMBRANCES

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

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

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

Section 5.2. Subordinated Interests in Revenues. The Tribe shall have the right to grant subordinated security interests in Enterprise revenues subject to a subordination agreement in form and substance satisfactory to the Manager which protects any lien that the Manager may have on those revenues to secure any obligation of the Tribe to the Manager relating to the Manager's guaranty of the Loan.

ARTICLE VI

PAYMENTS OF FEES AND TRIBAL DISTRIBUTIONS

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

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

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

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

(iv) the Management Fee.

All remaining Net Revenues (the "Monthly Distribution Payment") shall be distributed to the Tribe at the same time the Management Fee is paid.

Section 6.2. Minimum Guaranteed Monthly Payment. The Manager shall pay the Tribe the Minimum Guaranteed Monthly Payment, with respect to the period beginning on the Commencement Date and continuing for the remainder of the Term. The Minimum Guaranteed Monthly Payment shall be payable to the Tribe in arrears on the 21st day of each calendar month, beginning with the month following the month in which the Commencement Date occurs, which payment shall have priority over the Management Fee and retirement of development and construction costs. 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 be charged against the Tribe's distribution of Net Revenues for each month provided, however, where the Net Revenues in a given month are less than the Minimum Guaranteed Monthly Payment, the Manager shall advance the amount necessary to compensate for the deficiency from its own funds, subject to reimbursement under Section 6.1. No Minimum Guaranteed Monthly Payment shall be owed for any month during which no Gaming takes place at the Facility. In any month in which Gaming at the Facility is

suspended pursuant to Section 4.4, or in which this Agreement is terminated, the Minimum Guaranteed Monthly Payment shall be prorated to reflect the number of days in such month during which Gaming actually took place under this Agreement. The obligation of the Manager to make Minimum Guaranteed Monthly Payments shall cease upon termination of this Agreement, other than for payments due with respect to Gaming which took place prior to such termination. The Manager's obligation to pay the Tribe the Minimum Guaranteed Monthly Payment is unconditional, and shall not be affected by the actual level of funds generated by the Enterprise.

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

ARTICLE VII

TRADE NAMES, TRADE MARKS AND SERVICE MARKS

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

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

ARTICLE VIII

TAXES

Section 8.1. State and Local Taxes. If the State of Michigan or any local government attempts to impose any tax, including any possessory interest tax, upon the Tribe, the Manager, the Enterprise, the Facility or the Property, or upon a transaction entered into by the Tribe or the Manager relating to the Enterprise (other than an income tax on the income of the Manager hereunder), the Business Board, in the name of the appropriate party or parties in interest, may 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 not be construed to imply that the Tribe, the Manager, the Enterprise, the Facility or the Property, or any transaction entered into by the Tribe or the Manager relating to the Enterprise is liable for any such tax

Section 8.2. Tribal Taxes. The Tribe agrees that neither it nor any agent, agency, affiliate or representative of the Tribe will impose any taxes, fees, assessments, or other charges of any nature whatsoever on the Management Fee, any payments of debt service to the Manager or any of its Affiliates or to any lender furnishing financing for the Facility or for the Enterprise, or on the Enterprise, the Facility or the revenues therefrom; provided, that the Tribe may assess license fees reflecting reasonable regulatory costs incurred by the Tribal Gaming Commission. The Tribe further agrees that neither it nor any agent, agency, affiliate or representative will impose any taxes, fees, assessments or other charges of any nature whatsoever on the salaries or benefits, or dividends paid to, any of the Manager's stockholders, officers, directors, or employees.

Nothing in this Section 8.2 shall be construed to prohibit the Tribe from charging vendors reasonable business and gaming license fees and/or taxing the sale of goods or services to or by the Enterprise in amounts equivalent to any state taxes that are or would otherwise be applicable but for the Tribe's status as an Indian tribe; provided that no such tax shall be applied to any goods or services supplied as Promotional Allowances.

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

ARTICLE IX

PROVISIONS RELATING TO TRIBAL GOVERNMENT

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

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

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

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

ARTICLE X

DISCLOSURES BY MANAGER; BACKGROUND INVESTIGATIONS

Section 10.1. Members. The Manager warrants that on the date of this Agreement its members are those listed at Exhibit B. The Manager further warrants and represents that:

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

(b) no officer or member of the 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.

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

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

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

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

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

(e) cooperate fully with such investigations, and

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

Any materially false or deceptive disclosures or failure to cooperate fully with such investigations by an employee of the Manager shall result in the immediate dismissal of such

employee. The results of any such investigation may be disclosed by the Tribal Gaming Commission to federal officials and to with other regulatory authorities as required by law.

Section 10.3. Disclosure Amendments. The Manager agrees that whenever there is contemplated any material change in the information described in Section 10.1(a) it shall notify the Tribal Gaming Commission and the NIGC of such change not later than ten days prior to such change. The Tribal Gaming Commission shall, in turn, provide all other appropriate government agencies copies of any such notification. All of the warranties and agreements contained in this Article X shall apply to any person or entity who would be listed in this Article X as a result of such changes.

ARTICLE XI

TERMINATION

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

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

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

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

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

a. any federal authority whose approval is required fails to approve this Agreement and the Manager has not cured the circumstance giving rise to the failure to approve or the objection to performance within 180 days;

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

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

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

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

f. an "event of default" occurs under Section 7.1(a) of the Development Agreement and is continuing.

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

a. any Tribal or Federal authority whose approval is required fails to approve this Agreement;

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

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

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

e. an "event of default" occurs under Section 7.1(b) of the Development Agreement and is continuing.

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

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

b. Regardless of the reason giving rise to termination, the parties shall retain all money previously paid to them pursuant to this Agreement, the Tribe shall retain

title to all Enterprise and Facility fixtures, improvements, supplies, equipment, funds and accounts, subject to the rights of the Manager under any security agreement, and the Manager shall retain the rights to any accrued and unpaid Management Fee due under Section 3.3 or the reimbursement of any amounts advanced by the Manager under Section 4.15.3, 4.20 or 6.2.

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

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

ARTICLE XII

CONCLUSION OF TERM

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

ARTICLE XIII

CONSENTS AND APPROVALS

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

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

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

ARTICLE XIV

GENERAL PROVISIONS

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

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

Section 14.3. Dispute Resolution.

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

14.3.2. Arbitration. The Tribe and the Manager agree that any dispute, controversy or claim arising out of or relating to this Agreement or other obligation between the parties that cannot be resolved through the negotiations conducted pursuant to Section 14.3.1 shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the demand for arbitration is made, and the Federal Arbitration Act. The parties agree that binding arbitration shall be the sole remedy as to all disputes arising out of this Agreement. The arbitration shall take place in Manistee County, Michigan, or such other place as the parties may agree.

14.3.3. Arbitration Procedure. Arbitration may be initiated by written notice pursuant to Section 14.5. Within seven days thereafter, each party shall notify the other party of its nominee for an arbitrator. If the Tribe and the Manager can agree upon the nomination of a single arbitrator for the dispute, such person shall serve as sole arbitrator of the dispute. If the Tribe and the Manager do not agree upon the nomination of a single arbitrator, each party's nominee shall serve as arbitrator upon a panel of three, and those two arbitrators shall select a third arbitrator to serve with them within two weeks. The

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

14.3.4. Judicial Enforcement of Arbitration Provisions. If enforcement of a settlement or arbitration decision become necessary by reason of failure of one or both parties to implement its terms voluntarily, or if either the Tribe or the Manager refuses to participate in arbitration as provided in Section 14.3.3, the Tribe and the Manager agree that the matter may be resolved by judicial resolution and enforcement, and that any action to confirm or enforce an arbitration award to compel arbitration, whether the same is brought is in the Tribal Court, United States District Court for the Western District of Michigan or other court of competent jurisdiction, shall be governed by the Federal Arbitration Act.

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

14.3.6 Time Period. The waiver granted herein shall commence as of the date of execution and delivery of this Agreement and shall continue for following the expiration, termination, or cancellation of this Agreement, the Development Agreement or the Loan Agreement, whichever later occurs, except that the waivers shall remain effective for any proceedings then pending, and all appeals therefrom. 64

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

(i) the Manager;

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

(iii) all members, officers or principals of the Manager or any such assignee, during the term of this Agreement and any extension thereof.

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

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

14.3.10. Limitation Upon Enforcement. Damages awarded against the Tribe in satisfaction of any enforcement proceedings under this Agreement, the Development Agreement, the documents evidencing or securing the Pre-Development Loan, the Loan Agreement and any related security documents shall be awarded only from the following:

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

(ii) all income received by the Tribe from the Facility or from any other Gaming facility which is operated by or for the Tribe, whether or not operated under this Agreement.

Damages awarded against the Tribe shall not constitute a lien upon or be collectable from any other income or assets of the Tribe, except with the Tribe's consent.

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

Section 14.4. New Management Agreement. On or before 180 days prior to the end of the Term of this Agreement, the Tribe shall give the Manager notice of its intent regarding its

willingness to enter into negotiations for a new management agreement to be effective upon the conclusion of this Agreement.

If the Tribe and the Manager are unable to agree to the terms of a new management agreement or if the Tribe decides not to enter into negotiations for a new management agreement, then the Tribe and the Manager shall agree upon a transition plan within 30 days following notice from the Tribe to the Manager of its intention not to negotiate a new management agreement, which plan shall be sufficient to allow the Tribe to operate the Enterprise and provide for the orderly transition of the management of the Enterprise.

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

If to the Tribe:	Little River Band of Ottawa Indians P.O. Box 314 Manistee, MI 49660 Attn: Tribal Ogema
with a copy:	Attn: Tribal Council Recorder
If to Manager:	Manistee Gaming LLC 34900 Grand River Avenue Farmington Hills, Michigan 48335 Attn: Mr. Tom Celani

or to such other different address(es) as the Manager or the Tribe may specify in writing using the notice procedure called for in this Section 14.5. Any such notice shall be deemed given two days following deposit in the United States mail or upon actual delivery, whichever first occurs.

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

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

Section 14.8. Further Actions. The Tribe and the Manager agree to execute all contracts, agreements and documents and to take all actions necessary to comply with the provisions of this Agreement and the intent hereof.

Section 14.9. Defense of Claims. Except for claims relating to the Tribe's status as a federally recognized Indian tribe or the trust status of the Property, the Manager shall bring or defend any claim or legal action brought against the Enterprise, the Tribe or the Manager in connection with the operation of the Enterprise. The Manager shall provide the Tribal Council and Tribal Gaming Commission with notice of any such claim or legal action. All liabilities, costs and expenses, including reasonable attorneys' fees and disbursements incurred in defending and/or settling any such claim or legal action which are not covered by insurance shall be an Operating Expense, or, if incurred prior to the Commencement Date, shall be a Start-up Expense. Nothing contained herein is a grant to the Manager of the right to waive the Tribe's or the Enterprise's sovereign immunity; that right is strictly reserved to the Tribal Council. Any settlement of a third party claim or cause of action against the Tribe or the Enterprise shall require the approval of the Business Board and the Tribal Council.

Section 14.10. Waivers. No failure or delay by the Manager or the Tribe to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term, or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 14.11. Captions. The captions for each Section and Subsection are intended for convenience only.

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

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

Section 14.14. Third Party Beneficiary. This Agreement is exclusively for the benefit of the parties hereto, may not be enforced by any party other than the parties to this Agreement and

shall not give rise to liability to any third party other than the authorized successors and assigns of the parties hereto as such are authorized by this Agreement.

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

Section 14.16. Survival of Covenants. Any covenant, term or provision of this Agreement which, in order to be effective, must survive the termination of this Agreement, shall survive any such termination.

Section 14.17. Estoppel Certificate. The Manager and the Tribe agree to furnish to the other party, from time to time upon request, an estoppel certificate in such reasonable form as the requesting party may request stating whether there have been any defaults under this Agreement known to the party furnishing the estoppel certificate and such other information relating to the Enterprise as may be reasonably requested.

Section 14.18. Periods of Time. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or legal holiday under the laws of the Tribe or the state of Michigan, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

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

Section 14.20. Successors and Assigns. The benefits and obligations of this Agreement shall inure to and be binding upon the parties hereto and their respective successors and assigns.

Section 14.21. Permitted Assignment. The Manager shall have the right to assign its rights and its obligations under this Agreement and the Development Agreement to a successor, but only with the prior approval of the Tribal Council and the approval of the Chairman of the NIGC or his authorized representative after a complete background investigation of the proposed assignee. The Tribal Council's consent shall not be required for the subcontracting by the Manager of any of its obligations hereunder, provided that the Manager remains fully bound by the terms and conditions of this Agreement.

The Tribe shall, subject to approval by the Secretary of the Interior or the Chairman of the NIGC or his authorized representative, where required, have the right to assign this Agreement and the assets of the Enterprise to an instrumentality of the Tribe or to a corporation wholly-owned by the Tribe organized to conduct the business of the Enterprise for the Tribe that

assumes all of the Tribe's obligations hereunder. The Manager's consent shall not be required for any such assignment, and no such assignment shall prejudice the rights of the Manager under this Agreement.

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

Section 14.23. Confidential and Proprietary Information.

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

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

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

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

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

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

The Tribe further agrees to maintain the confidentiality of such Manager's Proprietary Information and, upon the termination of this Agreement, to return same to

the Manager, including but not limited to, documents, notes, memoranda, lists, computer programs and any summaries of such Manager's Proprietary Information; provided, however, that the Tribe shall have the right to maintain copies of any such items when the same are required for proper Enterprise recordkeeping. Manager's Proprietary Information specifically excludes any information or document that would otherwise fall within (i), (ii) or (iii) of this Section 14.23.2, if same is prepared, designed or created specifically for the use and benefit of the Enterprise. Prior to the installation of any information technology system at the Enterprise, the Manager will advise the Business Board in writing whether the same falls into the category of Manager's Proprietary Information. If there is a generally equivalent system available, the Business Board shall decide whether the proprietary or a non-proprietary system should be used.

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

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

Section 14.26. Entire Agreement. This Agreement, including the Schedules and Exhibits referred to herein and the Development Agreement and the Loan Agreement and related security documents, which are expressly incorporated herein by reference, constitutes the entire understanding and agreement of the parties hereto and supersedes all other prior agreements and understandings, written or oral, between the parties.

Section 14.27. Government Savings Clause. Each of the parties agrees to execute, deliver and, if necessary, record any and all additional instruments, certifications, amendments, modifications and other documents as may be required by the United States Department of the Interior, the BIA, the NIGC, the office of the Field Solicitor, the Compact, or any applicable statute, rule or regulation in order to effectuate, complete, perfect, continue or preserve the respective rights, obligations, liens and interests of the parties hereto to the fullest extent permitted by law, provided that any such additional instrument, certification, amendment, modification or other document shall not materially change the respective rights, remedies or obligations of the Tribe or the Manager under this Agreement or any other agreement or document related hereto.

Section 14.28. Preparation of Agreement. This Agreement was drafted and entered into after careful review and upon the advice of competent counsel; it shall not be construed more strongly for or against either party.

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

Section 14.30. Relationship to Letter of Intent. Nothing in this Agreement is intended to modify any of the terms or conditions of the Letter of Intent, including, but not limited to, the terms and conditions upon which the Pre-Development Loan is to be made under Section 4 thereof, the terms and conditions upon which the land and tribal government infrastructure loan is to be made or arranged under Section 5 thereof, or the maximum amount of either such loan.

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

LITTLE RIVER BAND OF OTTAWA INDIANS
409 Water Street
Manistee, Michigan 49660

By: _____
Tribal Ogema/Council Speaker

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

by:

Action Distributing Company, a Michigan corporation, its Manager

By: _____
Tom Celani, its President

and by:

MJM Enterprises Development Company, a Michigan corporation, its Manager

By: _____
Michael J. Malik, its President

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

Approved as amended by the First Amendment to the Management Contract, dated August 15, 1999.

NATIONAL INDIAN GAMING COMMISSION

Dated: Sept 10-99, 1999.

By: _____
Its Chairman