

**SECOND AMENDMENT TO LAND DISPOSITION AGREEMENT
(POINT MOLATE)**

This Second Amendment to Land Disposition Agreement (this "Amendment") is entered into as of September 2, 2008, by and between the City of Richmond, California (the "City") and Upstream Point Molate LLC, a California limited liability company ("Developer").

The City and Developer entered into that certain Land Disposition Agreement, dated as of November 9, 2004 (the "Original LDA"). Under the terms of the Original LDA, the City agreed to sell, and Developer agreed to purchase, the Inland Property and the City agreed to lease to Developer, and Developer agreed to lease from the City, the Shoreline Property, all as more particularly set forth in the Original LDA.

WHEREAS, the City and Developer entered into that certain First Amendment to the Land Disposition Agreement, dated as of March 7, 2006 (the "First Amendment") to allow for the purchase of the Inland Property to occur in phases. (The Original LDA, as amended by the First Amendment, is referred to herein as the "LDA" and capitalized terms used but not defined herein shall have the meanings assigned to such terms in the LDA.); and

WHEREAS, due to changes in the process for obtaining a Compact for the Tribe in connection with certain uses by the Tribe contemplated in the Services Agreement, it is necessary to amend certain provisions of the LDA and the form of Services Agreement to allow the Services Agreement to be entered into prior to the effective date of any Compact;

NOW, THEREFORE, in consideration of, and premised upon, the various representations, warranties, covenants and other agreements and undertakings of the parties contained in the LDA, as amended hereby, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and Developer agree to further amend the LDA as follows:

1. Additional Definitions. For purposes of the LDA, as hereby amended, the following capitalized terms shall have the meanings ascribed thereto below:

"Legal Challenge" means an action filed by any party other than Developer or any entity controlled or owned by Developer or any related party in a court of competent jurisdiction challenging any City, State or Federal approval, determination or action which is a condition of Closing that is not waived by the City or Developer, as applicable, in accordance with the LDA.

"Referendum" means a referendum to the voters of the City duly filed with the City Clerk and certified by the City Clerk as having met the requirements prescribed by law concerning any action taken by the City which is a condition to the Closing that is not waived by the City or Developer, as applicable, in accordance with the LDA.

2. Amendment and Restatement of Section 1.2. Section 1.2 of the LDA, is hereby renumbered as Section 1.2(a). The following are inserted in as sections (b), (c) and (d) of Section 1.2:

(b) In the event a Referendum or Legal Challenge is initiated, the Closing Date and any deadline that occurs before the Closing Date set forth in this Agreement shall be extended by one day for each day that occurs after (A) in the case of a Referendum, the certification by the City Clerk of the petition for referendum up to the date of the election on such Referendum, unless a Legal Challenge to the outcome of such Referendum is timely filed, in which case such period shall run until the date of the final non-appealable resolution of such challenge, or (B) in the case of a Legal Challenge, the date on which the complaint, petition or other first pleading is filed therein, and continuing until the date sixty (60) days after the final non-appealable resolution of such Legal Challenge; provided that if the outcome of such Legal Challenge or Referendum necessitates the revision, recirculation or recertification of any of the environmental reports or studies with respect to the Project or if, as a result of the success of such Legal Challenge or Referendum, Developer invokes its right to negotiate an alternative development proposal under Section 2.8 of this Agreement, the Closing Date shall be extended until sixty (60) days after such reports and studies have been revised, recirculated and recertified, or the alternative proposal has been negotiated and either (i) all approvals for such proposal have been obtained, as applicable, or (ii) the City Council shall have taken final action rejecting such alternative proposal, and, in either case, all periods for the filing of Referenda or Legal Challenges have lapsed without any Referenda or Legal Challenges having been initiated.

(c) In the event that the Closing Date is extended pursuant to subsection (b) of this Section 1.2, interest shall immediately commence to accrue on the Purchase Price, less the amount of Non-Refundable Consideration paid by Developer, in an amount equal to the greater of (i) an annual rate equal to the rate of the 30-day London Interbank Offering Rate plus 1.1% (110 basis points) or (ii) the City's actual reasonable and customary costs of maintaining the Upland Property after the original Closing Date. Such amount shall become payable to the City by Developer on the earlier of the Closing or, if the Closing does not occur, the Closing Date; provided, that in the event that a Phase Closing has occurred prior to such extension, interest shall accrue only on the unpaid balance of the Purchase Price, less the amount of Non-Refundable Consideration paid by Developer. Within thirty (30) days after the first day of any such extension, Developer shall deliver to the City security for the payment of such amount in the form of an unconditional and irrevocable guarantee or letter of credit by a financial institution or other entity carrying at least a rating of "BBB-" by Standard and Poor's or "Baa3" by Moody's Investors Service in form and substance satisfactory to the City.

(d) The City hereby acknowledges and agrees that, in the event of any Referendum or Legal Challenge, Developer will be affected by and have an

interest in the outcome of such challenge. Accordingly, the City hereby acknowledges that Developer shall have the right, at Developer's sole cost and expense, to intervene, appear in and participate in any such challenge. The provisions of Section 8.8 and Section 8.14 of the LDA shall apply with respect to any Referendum or Legal Challenge

3. Services Agreement. Exhibit E to the LDA (Services Agreement) shall be amended as set forth in this Section 3.

(a) The fourth recital on the first page shall be revised as follows:

"WHEREAS, pursuant to the Indian Gaming Regulatory Act, and, if applicable, a Compact with the State of California, the Tribe intends to develop the Project (defined in Section 1.2 below) pursuant to a Land Disposition Agreement dated November 9, 2004, which may be assigned in whole or in part to the Tribe (the "LDA"), between the City and Upstream Point Molate LLC, a California limited liability company ("Developer")."

(b) Section 7.4 (Gaming Matters) shall be deleted in its entirety.

(c) Section 8.4 shall be amended to read as follows:

"Section 8.4 Maintenance of Properties. The Tribe shall notify the City in writing of the projected opening of Tribe's gaming facility at least three (3) months in advance of Commencement Date. The Tribe shall do all things necessary to maintain, preserve, protect and keep the resort facilities in good repair."

(d) The second sentence of Section 13.2 shall be restated in its entirety as follows:

"The initial term of this Agreement shall commence on the date of this Agreement and shall continue until the expiration of the initial term of the Compact, and this Agreement shall automatically renew on the same terms upon any renewal or extension of the Compact; provided that if a Compact is not entered into with respect to the Project, the initial term shall continue for so long as Class II or Class III gaming is conducted at the Property."

4. Prior Settlement Agreement. Developer and the City agree that that this amendment in no way modifies or affects the agreements made by the City and Developer in that certain Settlement Agreement by and among the City, Developer, Harrah's Operating Company, Inc., the Attorney General of the State of California, and any other signatories to said Settlement Agreement, and the City and Developer agree that the Settlement Agreement will continue to apply to the LDA as amended hereby.

[I thought the assignment provision came out?]

5. Miscellaneous. (a) Except as amended by this Amendment, the LDA has not been modified and is in full force and effect. All references in the LDA to "this Agreement" shall be deemed references to the LDA as amended hereby.

(b) Each of the individuals executing this Amendment on behalf of the City and Developer individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

(c) Developer agrees to pay the City's reasonable costs of legal counsel in connection with the approval of this Amendment.

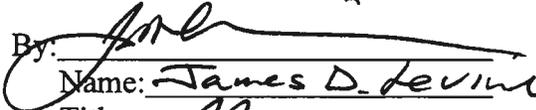
(d) This Amendment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile or electronic transmission. All counterparts shall be deemed an original of this Amendment.

WHEREFORE, the parties have executed this Amendment on or as of the date first above written.

CITY OF RICHMOND, CALIFORNIA

By: 
Name: William A. Lwocky
Title: CITY MANAGER

UPSTREAM POINT MOLATE LLC

By: 
Name: James D. Devine
Title: Manager