

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

This Sixth Amendment to Land Disposition Agreement (this “**Amendment**”) is entered into as of May 18, 2010, 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; and

The City and Developer subsequently entered into that certain First Amendment to the Land Disposition Agreement, dated as of March 7, 2006 (the “**First Amendment**”), the Second Amendment to the Land Disposition Agreement, dated as of September 2, 2008 (the “**Second Amendment**”), the Third Amendment to Land Disposition Agreement dated January 14, 2010 (the “**Third Amendment**”), the Fourth Amendment to the Land Disposition Agreement dated March 16, 2010 (the “**Fourth Amendment**”) and the Fifth Amendment to Land Disposition Agreement dated April 16, 2010 (the “**Fifth Amendment**”). The Original LDA, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth 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

The parties desire to extend the Closing Date to and including April 20, 2011 in order to provide for a process of community outreach to explore additional proposed alternatives for the Property and to further amend the LDA, as more particularly set forth herein;

NOW, THEREFORE, in consideration of good and valuable consideration, the adequacy of which is hereby acknowledged, the City and Developer agree to further amend the LDA, as follows:

1. **Closing Date.** The Closing Date shall be April 20, 2011, subject to the provisions of the Second Amendment.

2. **Funding of City Costs.**

(a) Pursuant to the Fifth Amendment, for the period from April 20, 2010 through May 20, 2010, Developer has made a monthly payment to the City in the amount of Ninety Thousand Dollars (\$90,000) for certain of the City’s ongoing expenses associated with the LDA, including, for example, financial consultants, remediation oversight and Indian gaming counsel, as well as caretaking and stabilization costs related to the Property. Beginning as of May 21, 2010 and

continuing through April 20, 2011, Developer's monthly payment to the City shall increase to the sum of One Hundred Fifteen Thousand Dollars (115,000.00) per month for certain of the City's ongoing expenses previously paid by Developer, as well other property ownership expenses and other professional expenses associated with the proposed development of the Property and with the LDA, including, for example, financial consultants, project management, and development counsel (collectively, the "Operations Payments"). Each Operations Payment shall be paid to the City on or before the twenty-fifth (25th) day of the month.

(b) In lieu of a portion of the Operations Payments, the City and Developer agree that Developer may assume responsibility for part or all of the physical caretaking of the Property other than performance of the duties and functions performed by (1) the City's on-site caretaker, for so long as the current caretaker is employed by the City; and (2) the current security or landscaper contractors, until the expiration of such contracts in effect on the date of execution of this Amendment. Subject to the foregoing, if Developer proposes to assume responsibility for all or part of the physical caretaking of the Property, Developer shall submit a proposal in writing to the City, specifying the tasks that will be assumed by Developer, the proposed date on which Developer would assume responsibility for such tasks, and the proposed adjustment to the monthly Operations Payment. The City shall not unreasonably withhold consent to any such proposal. The City and Developer shall document any agreed upon changes in writing. Thereafter if the City determines, in its reasonable discretion, that Developer has not performed part or all of the caretaking of the Property in a satisfactory manner, the City, after notice and a reasonable opportunity to cure, may reassume that part of the caretaking of the Property, and Developer's payment obligations under this Section 2 shall be adjusted accordingly. The City shall not be required to provide any accounting with respect to the Operations Payments, which payments shall be non-refundable in all cases and shall not be applicable to the Purchase Price.

3. **Community Outreach Process.**

(a) As consideration for the City to enter into this Amendment, Developer agrees to participate in public community outreach efforts, at noticed public workshops (the "Community Outreach Process"). The purpose of the Community Outreach Process shall be to solicit additional community input on other alternative uses prior to the City's consideration of the final Point Molate Mixed-Use Tribal Destination Resort and Casino Project EIS/EIR (the "FEIR"). In connection with the foregoing, in addition to the payments provided in Section 2 above, Developer shall pay an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for the cost of workshop facilitation, report preparation, and economic feasibility analysis.

(b) Within thirty (30) days after the date of this Amendment, the City Manager and Developer shall jointly develop procedures for conducting the Community Outreach Process and shall jointly select a workshop facilitator and economic analysis consultant. The Community Outreach Process shall include no fewer than three (3) community outreach sessions. The Community Outreach Process shall be completed in

a timely manner in order to permit a written report to the City Council within one hundred eighty (180) days after the date of this Amendment.

(c) Prior to its consideration of the adequacy of the FEIR in compliance with CEQA, the City Council, as lead agency under CEQA, shall exercise its discretion to determine whether to include, as project alternatives in the FEIR, any of the proposals which were identified in the written report referenced in Section 3(b) above. As contemplated in the LDA, and consistent with Section 2.2(a) of the LDA, the City shall give equal consideration to each project alternative identified in the FEIR.

4. **Good Faith Obligation to Continue to Negotiate.** The City and Developer shall continue to negotiate in good faith on all issues discussed as of the date of this Amendment in order to execute an additional amendment to the LDA prior to the Closing Date; provided, however, any final amendment shall be acceptable to each party in its sole and absolute discretion.

5. **Representations and Warranties; Additional Acknowledgements.** Developer and the City, each to the best of its knowledge, hereby represent that no event of default under the LDA exists as of the date hereof, and that no event has occurred which, with the passage of time or the giving of notice, or both, would constitute an event of default. Furthermore, Developer and the City acknowledge that the Community Outreach Process is independent of the Alternative Proposal process set forth in Section 2.8 of the LDA, which has not been implicated as of the date of this Amendment.

6. **Miscellaneous.**

(a) Except as amended by this Amendment, the LDA has not been modified and is in full force and effect.

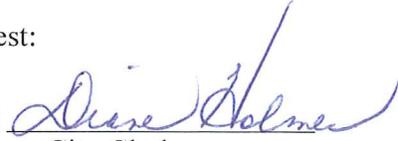
(b) Each of the individuals executing this Amendment on behalf of the City and Developer individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

(c) 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.

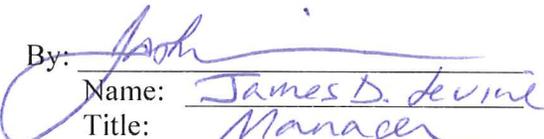
CITY OF RICHMOND, CALIFORNIA

By: 
Name: William A. Larson
Title: CITY CLERK

Attest:
By: 
City Clerk

Approved as to form:
By: 
City Attorney

UPSTREAM POINT MOLATE LLC

By: 
Name: James D. Devine
Title: Manager