



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 06-66

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

WHEREAS, the Squaxin Island Tribal Council has previously authorized the Little Creek Casino-Resort, an unincorporated division of the Squaxin Island Tribe, to construct a golf course;

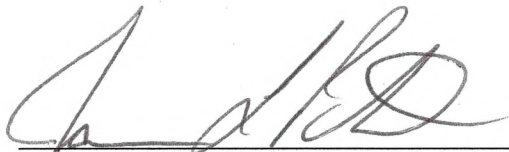
NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby approves the Golf Course Agreement between Golf Project Management Services Inc. and the Little Creek Casino-Resort, in a form substantially similar to the draft agreement (hereafter the "Agreement") as attached;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council specifically limits its waiver of sovereign immunity for the purposes of this Contract to the limited waiver as stated in paragraph 17.2 of the Agreement;

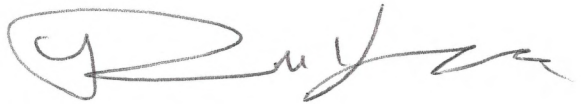
NOW THEREFORE BE IT FINALLY RESOLVED, that the Chief Operating Officer of the Little Creek Casino-Resort is hereby authorized to execute the Agreement, with minor and/or non-substantive revisions as necessary to complete the execution of the Agreement, on behalf of the Squaxin Island Tribe and is further authorized to do any and all acts necessary to implement and/or perform the Agreement.

CERTIFICATION

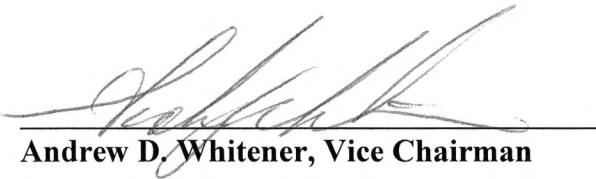
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 13th day of July, 2006, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 01 abstentions.



James L. Peters, Chairman

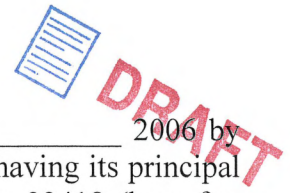


Attested by: _____
Vincent Henry, Sr., Secretary



Andrew D. Whitener, Vice Chairman

GOLF COURSE AGREEMENT

 DRAFT

THIS GOLF COURSE AGREEMENT is entered into this ____ of _____ 2006 by and between Golf Project Management Services Inc. a Utah corporation, having its principal office at 5606 PGA Boulevard, Suite 111, Palm Beach Gardens, Florida 33418 (hereafter referred to as “Consultant”), and the Little Creek Casino Resort, a wholly owned unincorporated subsidiary of the Squaxin Island Tribe, a federally recognized tribe , having its office at 93 W State Route 108, Shelton, Washington 98584 (hereinafter referred to as “Owner”).

ARTICLE I. INTRODUCTION AND AGREEMENT

Owner has entered into an agreement with Gene Bates Golf Design, Inc. (hereafter referred to as “Designer”) for the design of Little Creek Golf Course (hereafter referred to as “Golf Course”) consisting of an 18-hole golf course and practice facility.

1.2 Agreement.

1.2.1 Owner and Consultant agree that Consultant shall provide Golf Course project management services as hereinafter set forth. Gene Bates and Andy Johnston (representatives of Consultant) shall perform such services on Consultant’s behalf in conjunction with the Golf Course.

1.2.2 For the purposes of this Agreement, the Consultant’s scope of services specifically does not include any aspect of the engineering or architectural design or liability for the Golf Course or the following facilities: clubhouse, halfway house, shelter houses, cart paths, sanitary facilities, drinking fountains, maintenance facilities, dams, storm water drainage and detention systems, irrigation systems hereinafter referred to as Other Facilities or any facilities incidental to the Golf Course. Consultant shall consult with Owner and make recommendations with respect to the locations and utilization of such facilities, and shall assist in the coordination of the installation thereof.

ARTICLE II. SCOPE OF CONSULTANT’S PROJECT MANAGEMENT SERVICES

2.0 The Consultant’s services consist of those services performed by Consultant, Consultant’s employees, and any other services included within this Agreement, and shall be performed in the following phases:

2.1 Phase I: Owner Representation and Coordination.

2.1.1 Consultant shall represent Owner in matters pertaining to the construction, landscaping and grow-in of the Golf Course.

- 2.1.2 Consultant shall assemble for Owner with Owner's approval a project team to construct and grow in the Golf Course. The team shall consist a combination of the following:
- 2.1.2.1 Construction Manager
 - 2.1.2.2 Construction Foreman
 - 2.1.2.3 Golf Course Shapers
 - 2.1.2.4 Irrigation Installer
 - 2.1.2.5 Other specialized personnel required to complete the Golf Course.
 - 2.1.2.6 Construction Subcontractors to complete the Golf Course.
 - 2.1.2.7 Maintenance Building Architect
 - 2.1.2.8 Any other approved professional disciplines, consultants, or contractors required to complete the project.
- 2.1.3 Consultant shall provide Owner with proposals, agreements and recommendations regarding other consultants, construction personnel, subcontractors, and their inclusion into the Golf Course for Owner's approval and direction. Owner shall contract directly with all professional disciplines consultants and construction specialist.
- 2.1.4 Consultant shall coordinate and direct, with Owner's approval, the project team in matters relating to the Golf Course in the best interest of Owner.
- 2.1.5 Consultant shall provide Owner with:
- 2.1.5.1 A Golf Course schedule (Microsoft Projects) for all elements to construct and open the Golf Course, including Other Facilities.
 - 2.1.5.2 Bi-weekly written reports of Golf Course progress status and update of Golf Course schedule.
 - 2.1.5.3 Assessment and recommendations regarding any issues pertaining to Golf Course schedule and the progress of the Golf Course.

- 2.1.5.4 Meet with Owner on a scheduled basis to review Golf Course and Other Facilities status and decisions on relative matters.
- 2.1.5.5 Consultant shall advise Owner regarding all issues within Consultant's responsibility, with recommendations and directions.

2.2 Phase II: Planning Services.

2.2.2 The planning services consist of reviewing the Other Facilities. During the planning phase, in conjunction with other consultants, Consultant shall undertake the following tasks:

- 2.2.2.1 Consult during planning for Other Facilities with Owner and other Project consultants.
- 2.2.2.2 Identify other needs for the Project, including recommendations of other necessary professional consultants.
- 2.2.2.3 Develop a detailed schedule and cost estimate for construction of the maintenance facility and associated infrastructure and utilities.
- 2.2.2.4 Develop a maintenance equipment list required to maintain the Golf Course, including pricing quotations from suppliers.
- 2.2.2.5 Develop a layout and floor plan for the maintenance facility and building.
- 2.2.2.6 Develop a detailed Golf Course grow-in budget for maintenance of the course prior to opening.
- 2.2.2.7 Develop an estimated annual Golf Course maintenance budget.

2.3 Phase IV: Design Review Services.

2.3.2 Consultant shall study all Plans, Specifications, General Conditions, and other design-related documents provided by Project professional consultants and advise Owner as to their use in the construction of the Golf Course.

2.3.3 Consultant shall provide a revised construction cost estimate and construction schedule for constructing the Project and other related work and consult with Owner regarding cost and schedules. Consultant shall work with the Project professional consultants, contractors and suppliers to value-engineer any aspect of design to conform with the budget for the Project.

2.3.4 Consultant shall assemble all Plans, Specifications, General Conditions and other design-related documents provided by Project professional consultants into the Project Plan Document for the purpose of bidding and pricing the work.

2.4 Phase V: Pricing and Bidding the Work.

2.4.2 Utilizing the final construction cost estimates and construction schedules provided to consultant, and approved by Owner, Consultant shall prepare a list of personnel, subcontractors, and suppliers (hereinafter referred to as "Contractors") pre-qualified to perform the work and supply materials and shall provide such Contractors with a bid package of Plan Documents for the work.

2.4.3 Pre-qualified Contractors shall receive a CD-ROM of the Plan Documents containing all of the Project design drawings, specifications and General Conditions for the work.

2.4.4 Consultant shall chair a Pre-Bid Meeting at the proposed construction site including Project professional consultants and invited Contractors to review the site, design documents, advise Contractors of Project schedule and expectations and answer Contractors' questions.

2.4.5 During the bidding process, Consultant shall collect and distribute questions and answers of clarification from consultants to Contractors.

2.4.6 Consultant shall review all Contractors' bids and provide Owner with a comparative bid analysis along with recommendations of preferred Contractors and pricing.

2.4.7 Consultant shall assist Owner with negotiating a reasonable Construction Agreement with the desired Contractors.

2.5 Construction Consulting

2.5.2 During the construction of the Project, Consultant shall coordinate with the Construction Manager. The duties of the Consultant shall be to:

- 2.5.2.1 Distribute the contract, pricing and construction schedule to all participants in the Project. This information shall be the basis for tracking the cost and time of construction.
- 2.5.2.2 Hold a pre-construction meeting with Project professional consultants and the Contractors to discuss and review procedures, schedules and other contract and construction topics.
- 2.5.2.3 Provide overall administration of the Construction Contracts.
- 2.5.2.4 Conduct scheduled meetings to discuss procedures, progress, scheduling and any matters impacting the Project.
- 2.5.2.5 Utilizing the construction schedule established by the Contract, Consultant shall update bi-weekly the Project Schedule if there are any recent changes. If an update indicates that the previously-approved construction schedule may not be met, Consultant shall recommend corrective action to the Owner.
- 2.5.2.6 Endeavor to obtain satisfactory performance from Contractors. Consultant shall recommend courses of action to Owner when requirements of contract are not being fulfilled.
- 2.5.2.7 Monitor the approved contract construction cost. Consultant shall show actual costs for activities in progress and estimates for uncompleted work by way of comparison with the approved construction cost.
- 2.5.2.8 Prepare construction cost reports and forecasts for the Project and advise Owner as to any variances between actual and budgeted or estimated cost.
- 2.5.2.9 Develop and implement procedures for review and processing of applications by Contractors for progress and final payments. Procedures shall be based on requirements of Owner and Owner's financial provider.
- 2.5.2.10 Consultant shall determine in general that the work of the Contractors is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard Owner against defects and deficiencies in the work.

As appropriate, Consultant shall have authority, upon written authorization from Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. Consultant may reject work that does not conform to the requirements of the Contract Documents.

- 2.5.2.11 With respect to Contractor's own work, Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. Consultant shall not be responsible for Contractor's failure to carry out the work in accordance with the respective Contract Documents. Consultant shall not have control over or charge of acts or omissions of the Contractors, sub-contractors or their agents or employees, or any other persons performing portions of the work not directly employed by the Consultant.
- 2.5.2.12 Consultant shall review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to Owner and, if they are accepted, approve Change Orders and Construction Change Directives.
- 2.5.2.13 Consultant shall assist Owner in the review, evaluation and documentation of claims.
- 2.5.2.14 Consultant shall receive certificates of insurance from the Contractors and forward them to the Owner.
- 2.5.2.15 Consultant shall record the progress of the project. Consultant shall submit written progress reports to the Owner, including information on the Contractors and Contractors' work, as well as the entire project, showing percentages of completion. Contractors shall keep a daily log containing a record of weather, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the Owner may require, and provide such information as requested by Consultant and Owner.

- 2.5.2.16 When the Contractors consider work or a designated portion thereof substantially complete, Consultant shall, jointly with the Contractors, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. Consultant shall assist in conducting inspections to determine whether the work or designated portion thereof is substantially complete.
- 2.5.2.17 Consultant shall secure for Owner warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. Consultant shall forward to Owner a final Project Application for Payment upon compliance with the requirements of the Contract Documents.
- 2.5.3 Duties, responsibilities and limitations of authority of Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Consultant, and the Contractors. Consent shall not be unreasonably withheld.
- 2.5.4 Notwithstanding the foregoing, Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction, or the safety programs and precautions incident thereto. Consultant shall not be responsible for the Contractors' work or failure to perform the work.
- 2.5.5 Consultant makes no representation or warranty regarding any person directly retained by Owner to assist Consultant in performing the services set forth in this Agreement. Consultant shall have no responsibility or liability for any recommendation to Owner regarding the retention of any third party directly retained by Owner. Owner shall have the final decision and responsibility to satisfy itself as to the qualifications of such third party with whom Owner contracts and that the terms under which such third party is working are in the best interests of Owner.

ARTICLE III. OWNER RESPONSIBILITIES

- 3.1 Owner and Consultants shall work together throughout this Agreement to provide full, accurate and complete information for the decision and construction process. It shall be the responsibility of Owner, or Owner's Representative, to inform Consultant of any changes, modifications or special circumstances that affect or may affect the construction of the Project or the Golf Course.
- 3.2 Owner shall furnish to Consultant accurate base data of recent date of the Golf Course site in mylar or disc form providing the following information:

- 3.2.1 A topography map of the site showing property boundary, adjoining property and structures, adjacent drainage, right-of-way restrictions, existing buildings, any other existing site conditions, contours and elevations (contour interval @ 1"=100' and 1 or 2 foot contour interval) and make available aerial photographs of the site. This information shall be in an AutoCAD compatible format and saved to a CD-ROM disc.
- 3.2.1.1 Any special governmental or environmental restrictions as provided by governmental permitting or approvals prior to commencement of construction of the Golf Course.
- 3.3 The Owner shall furnish the services of geo-technical engineers when such services are reasonably requested by the Consultant. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.
- 3.4 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Golf Course or by the Consultant.
- 3.5 Owner shall enter into agreements with consultants, contractors, and others responsible for services or work on the Golf Course, and be responsible for payments for all services and work. Owner shall be responsible for and to enforce the terms and conditions of all contracts entered into between Owner and other parties.
- 3.6 Employ or contract with Project Manager, Gary Bates (hereinafter referred to as Project Manager) for the overall on-site management of work on the Golf Course. If for some reason Project Manager becomes unavailable or cannot continue with his responsibilities consultant shall provide an acceptable replacement.
- 3.7 Owner shall advise Consultant prior to the selection of other consultants. Owner shall be responsible for retaining the services of all Consultants including licensed engineers and other qualified professionals or consultants to provide all support services required.
- 3.8 Owner shall guarantee access to and make all arrangements and provisions for Consultant to enter on public and private lands as may be necessary or required for it to perform its services hereunder.
- 3.9 Owner shall designate when necessary or appropriate for the expeditious completion of the Golf Course, a representative, authorized to act on Owner's behalf with respect to the Golf Course. Owner or his representative shall render decisions pertaining to the Work promptly in order to avoid unreasonable delay in the progress of the services to be performed by Consultant under this Agreement.

- 3.10 The services, information, surveys and reports required by this Section shall be furnished at Owner's expense, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 3.11 Consultant shall immediately notify Owner of any material condition contained in the above information that may possibly have adverse consequences on Owner's ability to construct the Golf Course.

ARTICLE IV. CONSULTANT FEES & FEE SCHEDULE

- 4.1 Owner shall pay Consultant a fee for the design of the Golf Course as set forth on the terms stated in Schedule 1 attached hereto and incorporated herein by reference.
- 4.2 Owner shall pay Consultant's invoices as described above and other invoices submitted under Section IV of this Agreement within fifteen (15) days of invoice receipt. Without limiting any other rights which Consultant may have against Owner under this Agreement, Consultant shall have the right to suspend performance under this Agreement should Owner become in arrears more than thirty (30) days under the above payment schedule or with respect to fees and reimbursement of any expenses due.
- 4.3 Expenses.
- 4.3.1 Owner shall pay or reimburse Consultant within fifteen (15) days of invoice receipt for all actual expenses incurred by Consultant for long-distance telephone calls, telefax, overnight delivery service, air freight, mylars, blueprints, computer disks and other related expenses in connection with performing the Consultant's services hereunder, promptly upon Owner's receipt of monthly statements from Consultant. Total expenses cannot be determined in advance. Reimbursed expenses are in addition to Consultant's fee. However, any expense greater than \$500 must be pre-approved in writing by Owner.
- 4.3.2 Owner shall also reimburse Consultant, and Consultant's employees or agents, within fifteen (15) days of invoice receipt for reasonable travel-related expenses for traveling from Consultant's office to the Golf Course and return. The travel expense shall include airfare, lodging, automobile rental, taxis, meals and any other normal travel-related expenses. It is understood that Owner shall reimburse Consultant and all personnel at full Coach Class rates or advance ticket purchase rates. Consultant shall obtain Owner's advance written authorization for any travel expenses prior to incurring such expenses. Reimbursed expenses are in addition to Consultant's fee.
- 4.4 The anticipated total term of this Agreement for all services is fifteen (15) months from Notice to Proceed from Owner.

ARTICLE V. FEES FOR ADDITIONAL SERVICES

- 5.1 Prior to the commencement of any additional services , Consultant and Owner shall mutually agree in writing as to the type of services and amount of the fees and expenses.
- 5.2 In the event that Owner requests additional services and submits prior written approval to Consultant and the parties do not otherwise agree on a fixed fee for such services, payment shall be due to Consultant for all services rendered and shall be based on the following hourly billing amounts:
 - a. Consultant \$295 per hour
 - b. Associate \$250 per hour
 - c. Drafting \$150 per hour
 - d. Graphic \$100 per hour
 - e. Accounting/Typist \$ 65 per hour

ARTICLE VI. TERMINATION

- 6.1 This Agreement may be terminated by either party upon not less that thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 6.2 If Owner becomes insolvent, or if a petition in bankruptcy or for reorganization is filed by or against it, or if any insolvency proceedings are instituted by or against it under State or Federal laws, or if it makes an assignment for the benefit of creditors, or if a receiver is appointed for its property and business, or if it liquidates its business in ay manner whatsoever, or if Owner abandons the construction of the Golf Course, or in the event of litigation being instituted against Owner that has a material adverse effect upon Owner's ability to complete the Golf Course, Consultant shall have the right, if it so elects, to terminate the Agreement and the rights granted to Owner herein upon thirty (30) day advance written notice to Owner. Upon expiration of such 30-day notice this Agreement, and the rights hereby granted, shall immediately cease and terminate. Owner shall compensate Consultant for any services it has rendered through and until the date of the expiration of the 30-day notice period.
- 6.3 If the Consultant issues notice of termination, Owner shall, thereafter, have a period of thirty (30) days within which to remedy the breach.
 - 6.3.1 If Owner fails to remedy the same, then upon the expiration of the thirty (30) days, this Agreement shall terminate and Owner shall have no further rights hereunder but shall have the continuing obligation to fully reimburse Consultant for all the fees and expenses incurred under the terms of this Agreement, and to pay Consultant the compensation amounts due, in accordance with the terms of this Agreement, through the termination date. Consultant shall have no right to collect any portion of the design fee that is

attributable to work not yet performed. The parties agree that the amounts due Consultant pursuant to this Agreement for services shall be prorated.

- 6.3.2 Notwithstanding such termination, Consultant's rights arising out of this Agreement or in connection therewith or existing prior thereto shall nevertheless continue in full force and effect, including Consultant's right to sue for damages caused to it by Owner's breach and Consultant's right to receive earned but unpaid compensation.
- 6.3.3 In the event of such termination due to a default of Owner, then Owner agrees to remove any references to Consultant from all marketing and promotional material with thirty (30) days of such termination.
- 6.4 If Consultant defaults in the performance of any material obligation, term or condition herein, and fails to remedy, cure or remove such default and deliver written notice and evidence satisfactory to Owner certifying the particulars of such remedy, cure or removal within thirty (30) days after the date of receipt of written notice of such default sent by Owner to Consultant, Owner shall have the right, at its option, to terminate this Agreement.
 - 6.4.1 In the event of such termination, the parties agree that the amounts due to Consultant pursuant to this Agreement to the date of termination shall be paid to Consultant within thirty (30) days of termination of this Agreement. Consultant shall have no right to collect any portion of the design fee that is attributable to work not yet performed. The parties agree that the amounts due Consultant pursuant to this Agreement for services shall be prorated.
 - 6.4.2 Notwithstanding such termination after Consultant's default, Owner's rights arising out of this Agreement or in connection therewith or existing prior thereto shall nevertheless continue in full force and effect, including Owner's right to sue for damages.
- 6.5 In the event of termination pursuant to paragraph 8.5, Owner shall give written notice to Consultant and Owner shall have no further obligation or liability to Consultant under the terms of this Agreement except to pay for expenses and fees incurred by Consultant up to and including the date of termination, along with outstanding invoices, if any. In the event of such termination and full payment of such outstanding fees and expenses, Consultant shall have no rights or claims against Owner. In addition, Owner shall make no further use or subsequent use of any documents or work product previously produced by Consultant.
- 6.6 In the event such termination is due to a default of Consultant, Owner may terminate this Agreement, complete the Golf Course and be relieved of any of Owner's obligations to Consultant stated in Article VII below.

ARTICLE VII. INDEMNIFICATION AND INSURANCE

- 7.1 Consultant shall not be liable for any debts or obligations of Owner and Owner shall make no representation or in any way imply in its actions or failure to act that Consultant, is or will be liable for debts or obligations of Owner. Further, Owner shall furnish Consultant with prompt notice of any claims or legal procedures initiated against any of the parties herein which are based upon the services, materials or rights furnished in performance or attempted performance of this Agreement by Consultant, its agents, employees or representatives.
- 7.2 Owner shall not be liable for any debts or obligations of Consultant and Consultant shall make no representation or in any way imply in its actions or failure to act that Owner is or shall be liable for debts or obligations of Consultant. Further, Consultant shall furnish Owner with prompt notice of any claims or legal procedures initiated against any of the parties herein which are based upon the services, materials or rights furnished in performance or attempted performance of this Agreement.
- 7.3 Consultant shall be provided copies of the General Liability insurance policy of Owner with respect to the Project. Certificates of such insurance and copies of the policy shall be delivered to Consultant. The Owner shall give thirty (30) days written notice to Consultant prior to any cancellation or termination of the policy.
- 7.4 Owner agrees to protect, indemnify and save harmless Consultant from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of, or in any way connected with, actions or omissions of the Owner, its agents, or representatives, or in any other manner arising out of, or in any way connected with, the construction of the Golf Course, maintenance of the Golf Course, or operations of the Golf Course, including acts or omissions based on the negligence of Consultant, or any of their representatives, servants or agents, provided that any such action or claim did not arise out of the gross negligence of Consultant, or any of their representatives, servants or agents. The parties acknowledge that the aggregate of all such indemnification obligations of the Owner shall not exceed the amount of Five Million Dollars (\$5,000,000.00) and acknowledge that the sum of One Hundred Dollars (\$100.00) shall be deducted from the final payment of the Fee in specific consideration of this indemnity; and
- 7.5 Owner shall provide and maintain, at its own expense, comprehensive general liability insurance for and in respect of the Project with limits of no less than Two Million Dollars (\$2,000,000), on the date of this Agreement, shall submit to Consultant a copy of said insurance policy which shall continue to be in effect for a period of five (5) years, or statute of limitation, from the date of the opening of the Golf Course.
- 7.6 Except in the case of negligence by the Consultant, Owner shall indemnify Consultant and hold him harmless against all liabilities, claims, obligations, losses, costs, and expenses (including, without limitation, reasonable attorney's fees and costs) in any way related to: **(i)** the design or construction of the Golf Course and the Project, or **(ii)** use of the Golf Course and the Project, including without limitation

any death, personal injury or property damage resulting from maintenance, operations, errant golf balls or other use of the Golf Course and related facilities.

- 7.7 Consultant hereby indemnifies and releases Owner against and holds the Owner harmless with respect to and within the limits of liability, for claims, liabilities, losses, costs, expenses, damages and/or actions which directly results from the wrongful act, error, or omission of Consultant, its agents, employees or representatives in connection with the Consultant's performance of its duties and obligations under this Agreement.

Consultant's liability shall be limited to the lesser of:

- i. Amount of damage, loss, cost, or expense directly attributable to the act, error, or omission of the Consultant, its agents, employees or representatives.
- ii. Amount of Consultant's applicable insurance coverage.

Consultant shall provide copy of applicable insurance coverage to Owner within thirty (30) days of execution of this agreement or prior to the date of commencement of any work, whichever is less.

- 7.8 Owner shall indemnify and hold harmless Consultant from any damages that it may sustain that arise out of the negligent or willful wrongful acts of Owner or Owner's agents, servants or employees.

ARTICLE IX. NOTICES AND PAYMENTS

- 9.1 All notices and other written communications between the parties and all payments to Consultant will be made at the address for the receiving party set forth hereto, or at such other address as either party may hereafter specify for itself, in writing, from time to time, to the other party. Written communications will be deemed made or given to a party when received and signed for by the party, sent by United States mail, first class, postage receipt prepaid, return receipt requested, or by other courier or delivery service and signed by the parties.

ARTICLE X. FORCE MAJEURE

- 10.1 Owner shall have the right to suspend Work on the Golf Course in the event of "force majeure." "Force majeure" shall mean flood; explosion; riot; or insurrections; natural disaster; strike; lock-out; or other industrial disturbance or labor disputes; shortage of material or labor; and other causes beyond the reasonable control of Owner.
- 10.2 The settlement of strikes, lock-outs and other labor difficulties shall be within the sole discretion of Owner. Owner shall notify Consultant immediately upon suspension of the Work due to the aforementioned reasons.

ARTICLE XI. WAIVER MODIFICATION

- 11.1 No term hereof may be waived or modified except in writing, signed by both parties. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof, and either party may within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all such rights.

ARTICLE XII. HEADINGS

- 12.1 The titles to the paragraphs and subparagraphs of this Agreement are included herein solely for convenience, and are not a part of this Agreement and do not in any way limit or amplify the terms of this Agreement. All nouns, pronouns and relative terms shall be deemed to be masculine, feminine or neuter, singular or plural, as the context may indicate.

ARTICLE XIII. AUTHORIZATION

- 13.1 Consultant and Owner hereby represent that all necessary corporate proceedings have been taken by each party to authorize the transaction contemplated herein and, upon execution by each party, shall constitute a valid and binding Agreement of each party in accordance with its terms. Nothing contained within this Agreement shall be construed to create a partnership or joint venture between the parties. It is further understood and agreed that Consultant is an independent Contractor and not an employee of Owner.

ARTICLE XIV. COUNTERPARTS

- 14.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE XV. SURVIVAL OF TERMS

- 15.1 Except as otherwise provided in this Agreement, the terms, conditions and covenants contained in this Agreement shall survive any breach or other termination of this Agreement.

ARTICLE XVI. MISCELLANEOUS

- 16.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Washington, United States of America. Any disputes shall be venued in Squaxin Island Tribal Court. This written Agreement constitutes the entire

Agreement between the parties relating to the subject matter hereof and is the final expression of the Agreement between the parties. All indemnifications set forth herein shall survive to the maximum extent allowed by law. This Agreement may be amended only by written instrument executed by Consultant and Owner.

ARTICLE XVII. RESOLUTION OF DISPUTES

- 17.1 The parties acknowledge that the litigation of disputes involving this Agreement may have a substantial negative effect upon the public perception of the Golf Course project, and they have agreed to undertake the dispute resolution procedures provided in this section in an effort to avoid resort to the court system.
- 17.1.1 In the event that any party believes, in good faith after reasonable inquiry, that a breach of this Agreement or any applicable legal duties of the other party has occurred, or that any other party's act or failure to act is likely to cause such a breach, the party aggrieved by such matter shall have the right to call for a meeting of the principals of Owner and Consultant to resolve such matter on not less than ten (10) business days prior written notice to the other party. At any meeting called by a party under this Section, the representatives of the parties shall use their best efforts to identify the basis for the disputes between them and to negotiate a reasonable resolution of the matter in the common interests of the parties, which can serve as the basis for further action in furtherance of such interests.
- 17.1.2 In the event that the parties are unable to resolve the issues in dispute, the parties shall select a neutral third party to act as a mediator between them, and the unresolved issues shall be submitted to such mediator for review and discussion with the representatives of the parties. If the parties fail to select a mediator within thirty (30) days after such selection is requested by a party, either party may request the Judicial Arbitration and Mediation Services or any recognized successor organization, through its regional office (the "JAMS"), to appoint a neutral party to act as a mediator in lieu of a private mediator selected by the parties. The parties agree to cooperate with any mediator so appointed, and all mediation proceedings shall be held in Mason County, Washington unless otherwise agreed by the parties and the mediator. The parties shall be equally responsible for payment of all fees and administrative expenses incurred by the parties in connection with the appointment and service of a mediator appointed in this manner.
- 17.1.3 If the mediator selected by the parties or appointed by the JAMS so recommends, or if the parties are unable to resolve their dispute in the course of any mediation undertaken pursuant to this Section, any aggrieved party may thereafter file an action at law or in equity with respect to the disputes between them, provided that the exclusive forum for any such litigation shall be the Squaxin Tribe Court having subject matter jurisdiction over the cause which is located in Shelton, Washington, and all parties agree to submit to the personal jurisdiction and venue of such Court. The parties agree that all of

them shall use their best efforts to preserve the status quo of the parties pending resort to the dispute resolution procedures required by this section, and that the agreement of the parties to refrain from resort to litigation shall not prevent any party from obtaining a temporary restraining order or other equitable relief to enforce their agreement to maintain such status quo or to otherwise prevent irreparable injury to the interests of a party during the pendency of any dispute resolution proceedings.

17.1.4 In order to facilitate a candid and open discussion of any issue submitted to the dispute resolution procedure contemplated by this Section, all communications between any participant in such process and any other participant or mediator shall not be disclosed except in the course of mediation efforts and shall be deemed privileged from discovery or disclosure in any subsequent legal or equitable action between or among any of the parties in the event that mediation does not successfully resolve the dispute.

17.2 The Squaxin Island Tribe waives its immunity from suit, provided, however, the waiver is limited to the Consultant and is further limited to court identified in 17.1.3 as to the Consultant only

ARTICLE XVIII. ATTORNEYS' FEES

18.1 In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

ARTICLE XIX. COPYRIGHT

19.1 It is understood that Consultant assigns Owner the copyright to the plans and documents with regard to the Golf Course covered under this Agreement provided that:

19.1.1 Owner shall not utilize the Plan Documents in any other development or project.

19.1.2 Consultant may utilize the Plan Documents for promotional and other related matters.

19.1.3 Consultant covenants that it shall have exclusive legal title to the plans that are produced under this Agreement, and the right to assign the copyright of such plans to Owner. Consultant shall transfer the legal title of such works to Owner upon their creation. Additionally, Consultant covenants that it will cooperate with Owner to protect the copyright it assigns to Owner under the

terms of this Agreement and to perfect Owner's ownership of such copyright. Accordingly, Consultant covenants that it shall execute that Assignment of Copyright attached hereto as Addendum C to enable Owner to register the plans with the U. S. Copyright Office.

IN WITNESS WHEREOF, the parties executed this Agreement as of the ____ day of _____ 2006.

Little Creek Casino Resort

Golf Project Management Services, Inc.

By: Doug Boon
Its: Chief Operating Officer

a Utah corporation

Principal

Andrew Johnston
President

PAYMENT SCHEDULE FOR SERVICES
(Schedule 1)

CONSTRUCTION CONSULTING SERVICES

1.0	CONSTRUCTION CONSULTING SERVICES				US \$ 275,000
	1.01	=	\$275,000	During the program of the Construction Work: payable in monthly installments over time of construction. Said monthly payments shall be made on or before the 15 th day of each month.	

TOTAL FEE **US\$ 275,000**

Payments

All payments shall be made by either wire transfer of U. S. Dollar funds to Consultant's Bank. Wire instructions shall be provided at time of execution of the Agreement, or by Bank Draft in U.S. Dollars.