

**DEVELOPMENT AGREEMENT
BETWEEN THE COWLITZ INDIAN TRIBE
AND MINIT MANAGEMENT, LLC**

This Development Agreement (the "Agreement") is entered into by and between the COWLITZ INDIAN TRIBE, a federally recognized Indian Tribe (the "Tribe") and MINIT MANAGEMENT, LLC ("Minit Management") a Washington Limited Liability Corporation and the record owner of the following real property (the "Minit Management Property") located in Clark County, City of La Center:

Assessor' Parcel Number: 209738000
Abbreviated Legal Description: Legal # 17 # 55 SEC 4 T4N R1EWM 4.22A M/L

RECITALS

WHEREAS, Minit Management, is the record owner of the Minit Management Property, which is legally described in Exhibit A to this Agreement and is located within the City limits of La Center, attached hereto and incorporated herein by this reference; and

WHEREAS, the Tribe, along with the City of La Center, the Federal Highway Administration (FHWA), and the Washington State Department of Transportation (WSDOT) are collectively planning for construction of certain improvements to the Interstate 5 (I-5) Interchange at NW 319th Street/La Center Road, including but not limited to modifications to NW Paradise Park Road, 31st Avenue, and 319th Street (Improvements); and

WHEREAS, the Tribe has entered into an Intergovernmental Agreement ("IGA") with the City of La Center setting forth the Tribe's responsibility for completion of the Improvements; and

WHEREAS, access to the Minit Management Property is impacted by the Improvements and the City of La Center and Minit Management have agreed to certain mitigation measures due to the relocation of ingress and egress access currently enjoyed by the Minit Management commercial venture ("Mitigation Measures"), which agreements are set forth in a Development Agreement; and

WHEREAS, the Tribe has obligated itself to the City of La Center through the IGA to complete some of the Mitigation Measures, and the Tribe and Minit Management desire to confirm those obligations as they impact the Minit Management Property as set forth in this Agreement.

NOW, THEREFORE, based on the foregoing Recitals, the parties agree as follows:

Section 1. Recitals. The Recitals above set forth are incorporated into this Agreement by reference.

Section 2. Construction of Access Facilities.

A. Paradise Park Road Realignment. Currently, NW Paradise Park Road runs north-south just east of the I-5 right-of-way and west of the Minit Management Property, where it intersects with NW LaCenter Road. The Minit Management Property takes access from NW Paradise Park Road and from NW LaCenter Road. The Tribe will design, obtain permits and construct at the Tribe's sole expense, a new alignment for NW Paradise Park Road along the east boundary of the Minit Management Property on land owned by Fudge that will intersect NW LaCenter Road at the southeast corner of the Minit Management Property and north beyond the Minit Management Property to NW 324th Street (the "Preferred Alignment").

In the event the Preferred Alignment is not permitted, the parties would accept an alignment that turns west at the northeast corner of the Minit Management Property and extends along the north boundary of (within) the Minit Management Property to intersect with the current NW Paradise Park Road alignment (the "Alternative Alignment").

B. Minit Management shall accept and cooperate with the City and Tribe in the implementation of the IGA that reflects these terms related to the relocation of NW Paradise Park Road.

C. In the event that the Alternative Alignment is chosen and constructed for NW Paradise Park Road, Minit Management shall dedicate to the City sufficient right-of-way along the entire northern boundary of the Minit Management Property as identified as item 11 in Exhibit B attached to the Development Agreement to construct the Alternative Alignment for NW Paradise Park Road so as to meet all applicable City street standards. Documentation for this dedication shall be prepared by the City or Tribe and presented to Minit Management for its review and execution. Minit Management shall execute the right-of-way dedication for the realigned NW Paradise Park Road upon demand by the City.

D. Minit Management will cooperate with the Tribe in the design and construction of an east-west connecting road from the northwest corner to the northeast corner of the Minit Management property (at no cost to Minit Management) with the proviso that stormwater management and utilities will be relocated to accommodate this road in a manner that is satisfactory to Minit Management and the City of La Center. The redesigned stormwater management system shall be constructed at the Tribe's expense and be located underground and with a capacity to serve the future redevelopment of the Minit Management property. Minit Management will provide a temporary construction easement to allow the Tribe to relocate the stormwater facility and construct the necessary access connections related to the new public road facilities adjacent to the site. The system will drain the stormwater in a fashion that does not conflict with WSDOT property and will comply with all applicable City of La Center stormwater requirements. In the event the Preferred Alignment is chosen, the Tribe will nonetheless construct the storm management system at its expense to serve the future redevelopment of the Minit Management Property.

Section 3. Change of Access for Minit Management Property. The realignment of NW Paradise Park Road will necessitate a change to the access for the Minit Management Property,

i.e., the closure of its current access points on NW LaCenter Road and NW Paradise Park Road and construction of new access points on the re-aligned NW Paradise Park Road. The City of La Center will allow Minit Management to retain its current access to NW Paradise Park Road in the northwest corner of the Minit Management property. At Minit Management's request, the Tribe shall construct a forty foot (40') wide road and "T" intersection with the newly realigned NW Paradise Park Road to reach such access point at the Tribe's expense and in compliance with the current road standards under LCMC. The City of La Center will also allow Minit Management to retain its current access to NW LaCenter Road as a right-in/right-out until such time as the City determines that the new (yet to be constructed) intersection of NW Paradise Park Road and NW LaCenter road meets signalization warrants. When signal warrants are met at that new intersection, the City will require Minit Management to close its NW LaCenter Road access and, from that point forward, rely upon the new accesses onto NW Paradise Park. The full cost of the design, permitting and construction of the new accesses shall be paid by the Tribe. All of these street and intersection improvements shall be designed, permitted and constructed by the Tribe to the applicable City design standards.

A. The Tribe will design, permit and construct a 40-foot wide road and "T" intersection access with the realigned NW Paradise Park Road on the east side of the Minit Management Property. This intersection shall be designed to City of La Center standards.

B. If the Alternative Alignment for NW Paradise Park Road is developed, the Tribe will design, permit and construct a similar 40-foot wide road and "T" intersection access with the realigned NW Paradise Park Road on the north side of the Minit Management Property.

C. Once the realigned NW Paradise Park Road is constructed and accepted by the City of La Center as are the new access points from the Minit Management Property onto NW Paradise Park Road, Minit Management shall allow the City of La Center to impose access control and limit its existing access to NW La Center Road to right-in/right-out only via the installation of a raised median. At that time, Minit Management shall consent to City of La Center's exercise of complete access control over access to NW LaCenter Road, including the eventual closure of all access points in accordance with this Agreement.

D. At such time that the City of La Center determines that the new NW Paradise Park Road and NW LaCenter Road intersection meets signalization warrants, the City will direct the Tribe to install a traffic signal at this intersection at the Tribe's sole expense. Pursuant to the City's access control authority, herein provided, Minit Management shall allow the City to close the Minit Management access to NW LaCenter Road upon 30 days of written demand by the City. From that point forward, Minit Management shall rely solely upon the new access points onto NW Paradise Park Road.

E. New access/egress locations shall be approved by the City of La Center and Minit Management in conjunction with the relocation of and modification to NW Paradise Park and NW La Center Roads, and which will include, at a minimum, a forty foot (40') wide full turn access point on the north boundary of the Minit Management property from the realigned NW Paradise Park Road, and a forty foot (40') wide full turn access point on the east boundary of the Minit Management property from the realigned NW Paradise Park Road. These modifications

and realignments are identified on Exhibit B attached to the Development Agreement and shall be constructed by the Tribe at the Tribe's sole expense.

F. In the event NW Paradise Park Road is realigned pursuant to the Preferred Alignment, Minit Management will be granted two forty foot (40') wide full turn access points from realigned NW Paradise Park Road on the east boundary of the Minit Management property which shall be constructed by the Tribe at the Tribe's sole expense.

Section 4. Provision of Sanitary Sewer Connections. The Tribe will design and construct a dry sanitary sewer line, and a water line meeting City of La Center standards, to the southwest corner of the Minit Management Property for future connection by the Minit Management property attached and shown on Exhibit C attached to Development Agreement when the Minit Management Property is redeveloped. Such sewer and water lines will be connected to existing collections and distributions lines to be constructed by the Tribe and located in NW La Center Road meeting city standards. When the Minit Management Property is redeveloped, Minit Management will connect these dry lines to such sewer and water systems, if available, subject to the costs of connection and systems development charges or latecomer fees in effect at that time of connection. The Tribe agrees to reimburse Minit Management the difference between Minit Management's proportional share of systems development charges or latecomer fees calculated on the basis of the Tribe's casino project being connected to the sewer line and the proportional share of systems development charges or latecomer fees calculated on the basis of the Tribe's casino project not being connected to the sewer line. The express purpose of this provision is to ensure that the system development charges or latecomer fees for the Minit Management Property are significantly less than what would be a proportional share if the casino project was not connected, and reimbursement to Minit Management of the difference. Such reimbursement by the Tribe shall occur within ten (10) days of Minit Management's payment of said fees to the City of La Center.

Section 5. Attorney Fees. The Tribe agrees to reimburse Minit Management for the attorney fees it incurs as a result of the negotiation of this Agreement and the Development Agreement with the City of La Center.

Section 6. Remedies. Should a disagreement arise between the Tribe and Minit Management regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If this does not result in resolution the parties agree to employ a mutually agreed upon mediator to resolve the disagreement. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 7. Performance. Failure by either party at any time to require performance by the other party of any of the provisions or requirement of the Agreement shall in no way affect the parties' rights hereunder to enforce any and all requirements of this Agreement, nor shall any failure by a party to declare a default or breach of the Agreement by the other party be deemed a waiver of an default or breach or a waiver of this non-waiver clause.

Section 8. Enforcement and Venue. This Agreement shall be construed in accordance with and governed by, the laws of the State of Washington. The parties agree to venue in Superior Court for Clark County to resolve any disputes that may arise under this Agreement.

Section 9. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 10. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their respective heirs, successors and assigns. Minit Management may sell or otherwise lawfully dispose of all or any portion of the property to another person, corporation, partnership or other entity, who shall be bound by and benefitted by the requirements and terms of this Agreement.

IT IS SO AGREED, as indicated by the below-signed authorized representative of the parties hereto.

COWLITZ INDIAN TRIBE:

By: 

Date: March 23, 2016

MINIT MANAGEMENT, LLC

By:  Manager

Date: March 4, 2016

STATE OF WASHINGTON)
) ss
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this ____ day of _____, 2015

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: _____

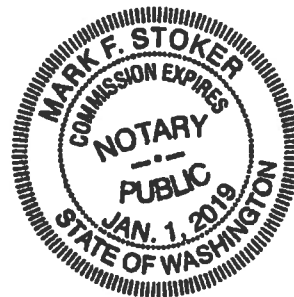
STATE OF WASHINGTON)
) ss
County of Clark)

I certify that I know or have satisfactory evidence that Donald R Rhoads the person who appeared before me and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Manager of Minit Management LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 4 day of March, 2016

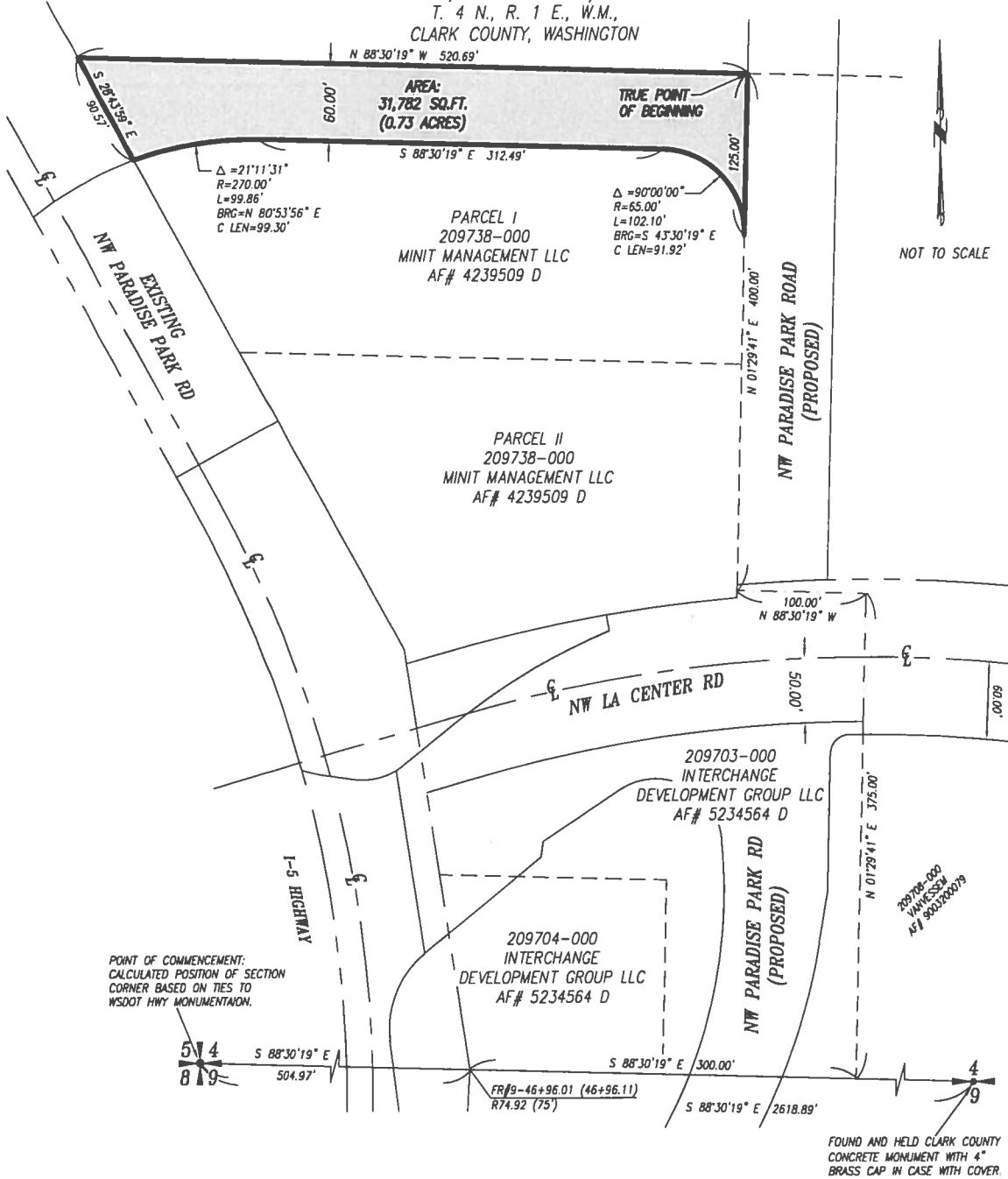
[Signature]

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 1-1-19



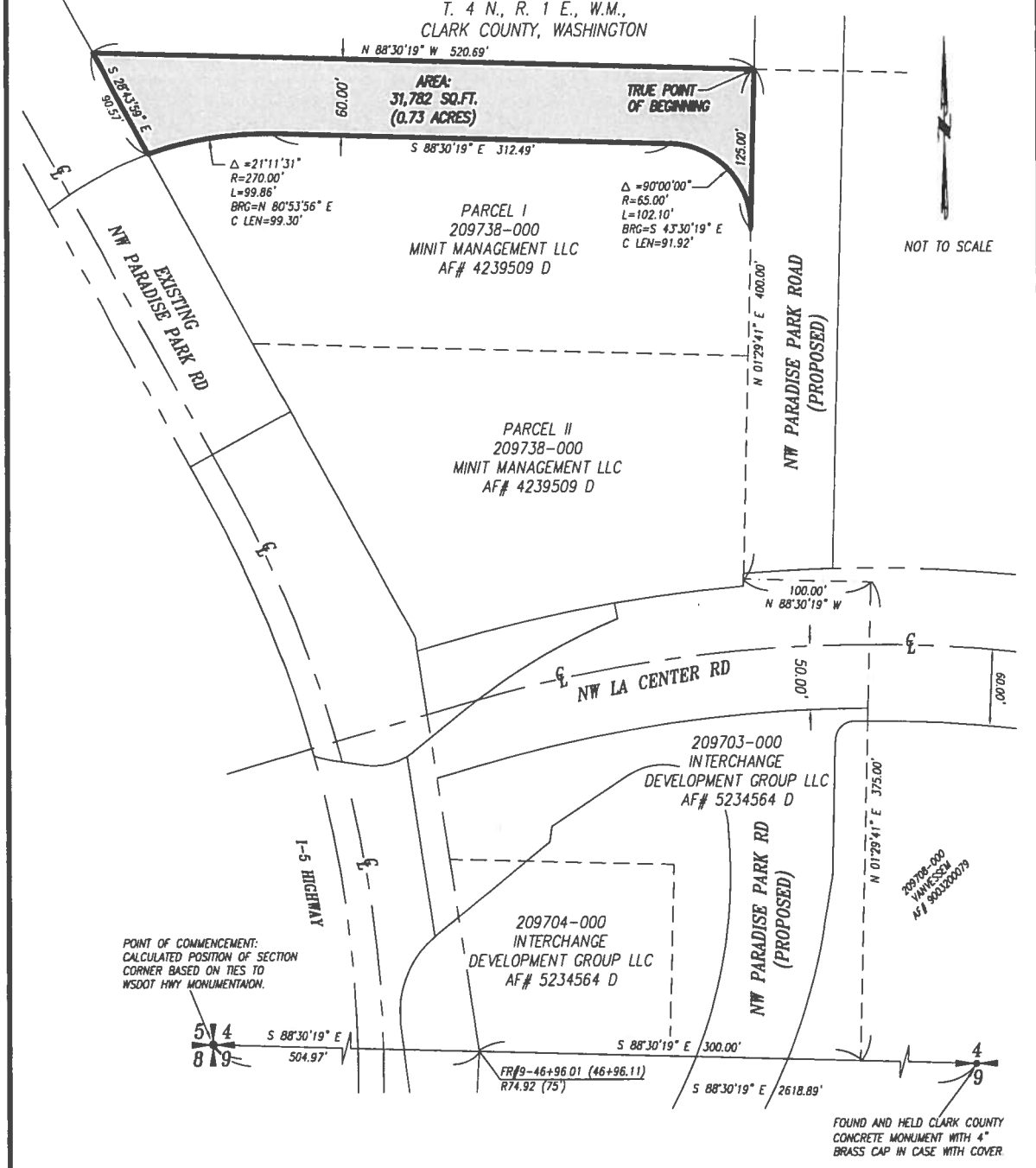
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR
PROPOSED RIGHT-OF-WAY**

PORTION OF ASN 209738-000
IN THE SW 1/4 OF THE SW 1/4 SECTION 4
T. 4 N., R. 1 E., W.M.,
CLARK COUNTY, WASHINGTON



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IN THE SW 1/4 OF THE SW 1/4 SECTION 4
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NOT TO SCALE

