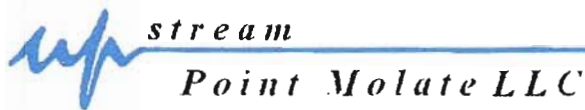


EXHIBIT A



May 8, 2013

Merlene Sanchez, Chairperson
and the Guidiville Tribal Council
Guidiville Band of Pomo Indians
of the Guidiville Rancheria
401-B Talmage Road
Ukiah, CA 95481

RE: Litigation Agreement

Dear Chairperson Sanchez:

This letter sets forth the terms of the relationship between Upstream Point Molate LLC and the Guidiville Band of Pomo Indians relative to the litigation currently pending in federal court, The Guidiville Rancheria of California and Upstream Point Molate LLC v. The United States of America and The City of Richmond, Case No. CV 12-1326-YGR.

Notwithstanding any other agreement between us, as to this litigation, we agree that:

1. Upstream and Guidiville will jointly pursue such litigation against the City of Richmond, US Department of Interior and possibly other defendants in relation to the Point Molate project.
2. Upstream and the Tribe will jointly cooperate in the litigation, share litigation strategies and privileged information. The litigation privilege will apply to the confidentiality of all information shared between the parties.
3. Upstream and the Tribe will jointly share the benefits of award or settlements achieved through the litigation covered in this agreement as more fully set forth below and in the Distribution Agreement attached hereto.
4. Upstream and/or its counsel will lead the litigation strategies against the City, and Guidiville and/or its counsel will lead those efforts against the United States.
5. Each party is responsible for its own support and activities, however Upstream and its counsel will provide financial support to assist the Tribe in the professional costs of its litigation efforts against the United States. The Tribe and Upstream will establish budgets from time to time, and Upstream will assist the Tribe with the amounts agreed upon from time to time.

2000 Powell Street, Suite 920
Emeryville, CA 94608
(510) 350-4100

6. Regardless of the schedule of award or settlement payments with respect to the litigation against the City of Richmond, Upstream and the Tribe will share any award or settlement on a 50/50 basis after first paying the following:
 - a. All legal fees and costs related to the litigation, as set forth in the Distribution Agreement including all of Guidiville litigation costs;
 - b. Reimbursement of all funds, with interest at 3.25% (today's WSJ Prime Rate) from the date of their disbursement, advanced by Upstream and the Tribe on behalf of the Point Molate Project, a listing of which as of the date hereof is attached hereto (such listing to be updated for advances subsequently made by Upstream or the Tribe); and
 - c. All outstanding payables of Winehaven, a listing of which as of the date hereof is attached hereto (such listing to be updated for payables subsequently identified and agreed to by Upstream and Guidiville).
7. If an award or settlement with the City results in land or other property being taken in settlement instead of or in addition to money, the Tribe and Upstream will equally share in the benefits, after deducting all applicable costs so develop the opportunity. If the parties agree to take land into trust for non-gaming purposes, the parties will construct a business agreement that provides equal benefits to both parties for that transaction after deducting all applicable cost to develop the opportunity.
8. If an award or settlement with the City results in land at Point Molate instead of or in addition to money, Upstream shall cooperate with the Tribe to assist in the applications to transfer land into trust, and any portion of that land is subsequently to be taken into trust for gaming, the land transfer agreement and development agreements last in place between Guidiville and Upstream will apply and will govern the responsibilities and benefits each party shall receive subject to applicable federal approvals of the agreements.
9. With respect to any award or settlement Guidiville achieves as a result of its claims against the United States:
 - d. In the event that Guidiville is awarded any rights or approvals to conduct gaming at Point Molate, the land transfer agreement and development agreements last in place between Guidiville and Upstream will apply and will govern the responsibilities and benefits each party shall receive; after deducting all applicable cost to develop the opportunity subject to applicable federal approvals of the agreements and
 - e. In the event that Guidiville is awarded any rights or approvals to conduct gaming at any other location, Upstream will have the opportunity to

participate as project developer with terms to be negotiated based upon the circumstances of the opportunity.

10. For any future development project, Guidiville and Upstream will jointly cooperate to raise the funds necessary for the project. In no event is Upstream expected to provide financing for the new project or for the Tribe.

Respectfully submitted,
Upstream Point Molate LLC

BY: 

James D. Levine
Managing Partner

Accepted and Agreed on May 8, 2013
Guidiville Band of Pomo Indians of the Guidiville Rancheria

BY: 

Upstream Point Molate LLC Advances
As of April 4, 2013

Date of Advance	Paid To	Amount	Plus Interest @ 3.25%
01/25/11	Winehaven Partners LLC	120,000.00	
02/08/11	Winehaven Partners LLC	29,000.00	
02/22/11	Winehaven Partners LLC	120,000.00	
03/01/11	Winehaven Partners LLC	20,250.00	
03/23/11	Winehaven Partners LLC	120,000.00	
04/05/11	Winehaven Partners LLC	18,000.00	
09/15/11	Farella Braun	30,000.00	
02/27/12	O'Keefe & O'Keefe	15,000.00	
03/13/12	Crowell & Associates	25,000.00	
04/25/12	O'Keefe & O'Keefe	1,060.97	
04/26/12	Winehaven Partners LLC	7,100.00	
05/30/12	O'Keefe & O'Keefe	1,020.70	
06/01/12	Winehaven Partners LLC	850.00	
07/23/12	Winehaven Partners LLC	2,100.00	
07/23/12	O'Keefe & O'Keefe	2,232.50	
08/22/12	O'Keefe & O'Keefe	2,537.50	
08/22/12	Crowell & Associates	6,060.00	
08/30/12	Crowell & Associates	34,765.25	
11/19/12	O'Keefe & O'Keefe	4,100.50	
01/03/13	O'Keefe & O'Keefe	2,485.00	
02/11/13	O'Keefe & O'Keefe	1,687.50	
02/19/13	Crowell & Associates	13,098.00	
TOTAL AS OF 2/20/13		576,347.92	

Notes All Winehaven Partners advances are listed on Winehaven Partners Books.

Outstanding Winehaven Payables
Other than Advances by Upstream Point Molate
As of April 4, 2013

Payment of A/P Highlighted in
yellow is dependent on Agreement
of the parties and size of settlement

Ted Latty - Hughes Hubbard	60,000
David Early - DCE	8,636
AES	85,026
Farella Braun	186,228
Gordon Hart - Paul Hastings	16,919
Mark O'Brien	50,000
Black Oak Development	10,000
Crowell Law Office	4,813
Drummond Woodsum	1,658
Hogan Lovells	2,893
Media Assoc - Kevin Reikes	14,721
Mo Fo	48,405
Pacific Research	6,000
Upstream Point Molate LLC	4,285
Zell and Cox	10,000
Black Oak Development	29,500
Reimburse UPM for Richmond	14,000
Improvement Association Advance	
TOTAL as of 2/20/13	553,084