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BLUEROCK REAL ESTATE HOLDINGS, INC.,
AHG GROUP, LLC, and ALAN GINSBURG

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

THE GUIDIVILLE BAND OF POMO
INDIANS OF THE GUIDIVILLE
RANCHERIA,

Plaintiff,

v.

BLUEROCK REAL ESTATE HOLDINGS,
LLC, AHG GROUP, LLC, ALAN
GINSBURG

Defendants,

BLUEROCK REAL ESTATE HOLDINGS,
LLC, AHG GROUP, LLC, ALAN
GINSBURG,

Counterclaim Plaintiffs,

v.

THE GUIDIVILLE BAND OF POMO
INDIANS OF THE GUIDIVILLE
RANCHERIA, UPSTREAM POINT
MOLATE, LLC

Counterclaim
Defendants,

Case No. 3:26-cv-01578

**DEFENDANTS' AMENDED ANSWER,
AFFIRMATIVE DEFENSES, AND
COUNTERCLAIMS**

Complaint Filed: February 23, 2026

Defendants Bluerock Real Estate Holdings, LLC (“Bluerock”), AHG Group, LLC (“AHG”), and Alan Ginsburg (“Mr. Ginsburg”) (collectively, “Defendants”) hereby submit this Amended Answer to Plaintiff Guidiville Band of Pomo Indians of the Guidiville Rancheria’s (the “Tribe” or “Guidiville”) Complaint for Declaratory and Injunctive Relief (the “Complaint”) as follows:

AMENDED ANSWER

1. Defendants admit that the Tribe is a federally recognized Indian tribe that brings this action against Defendants to restrain and enjoin Defendants from prosecuting an arbitration proceeding before the American Arbitration Association (“AAA”). Defendants state that the remaining allegations in Paragraph 1 of the Complaint constitute conclusions of law and/or legal arguments to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 1 of the Complaint.

2. Defendants state that the allegations in Paragraph 2 of the Complaint constitute conclusions of law and/or legal arguments to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 2 of the Complaint.

3. Defendants admit they commenced an arbitration before the AAA through which they seek an award of monetary and declaratory relief against the Tribe. Defendants deny the remaining allegations contained in Paragraph 3 of the Complaint.

4. Defendants state that the allegations in Paragraph 4 of the Complaint constitute conclusions of law and/or legal arguments to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 4 of the Complaint.

5. Defendants state that the allegations in Paragraph 5 of the Complaint constitute conclusions of law and/or legal arguments to which no response is required. To the extent a response is required, Defendants deny the allegations in Paragraph 5 of the Complaint.

1 6. Defendants admit that Guidiville Rancheria of California is a federally-recognized
2 Indian tribe. Defendants lack sufficient knowledge or information to form a belief as to the truth
3 of the remaining allegations in Paragraph 6.

4 7. Defendants admit the allegations contained in Paragraph 7 of the Complaint.

5 8. Defendants admit the allegations contained in Paragraph 8 of the Complaint.

6 9. Defendants admit the allegations contained in Paragraph 9 of the Complaint.

7 10. Defendants state that the allegations in Paragraph 10 of the Complaint constitute
8 conclusions of law and/or legal arguments to which no response is required. To the extent a
9 response is required, Defendants deny the allegations in Paragraph 10 of the Complaint.
10

11 11. Defendants state that the allegations in Paragraph 11 of the Complaint constitute
12 conclusions of law and/or legal arguments to which no response is required. To the extent a
13 response is required, Defendants deny the allegations in Paragraph 11 of the Complaint.
14

15 12. Defendants state that the allegations in Paragraph 12 of the Complaint constitute
16 conclusions of law and/or legal arguments to which no response is required. To the extent a
17 response is required, Defendants deny the allegations in Paragraph 12 of the Complaint.

18 13. Defendants state that the allegations in Paragraph 13 of the Complaint constitute
19 conclusions of law and/or legal arguments to which no response is required. To the extent a
20 response is required, Defendants deny the allegations in Paragraph 13 of the Complaint.
21

22 14. Defendants admit the allegations contained in Paragraph 14 of the Complaint.

23 15. Defendants state that the excerpt referenced in Paragraph 15 of the Complaint
24 speaks for itself and deny any allegations inconsistent with or mischaracterizing its contents.
25 Defendants state that the remaining allegations in Paragraph 15 of the Complaint constitute
26 conclusions of law and/or legal arguments to which no response is required. To the extent a
27 response is required, Defendants deny the allegations in Paragraph 15 of the Complaint.
28

1 16. Defendants state that the excerpt referenced in Paragraph 16 of the Complaint
2 speaks for itself and deny any allegations inconsistent with or mischaracterizing its contents.
3 Defendants state that the remaining allegations in Paragraph 16 of the Complaint constitute
4 conclusions of law and/or legal arguments to which no response is required. To the extent a
5 response is required, Defendants deny the allegations in Paragraph 16 of the Complaint.
6

7 17. Defendants state that the allegations in Paragraph 17 of the Complaint constitute
8 conclusions of law and/or legal arguments to which no response is required. To the extent a
9 response is required, Defendants deny the allegations in Paragraph 17 of the Complaint.

10 18. Defendants state that the allegations in Paragraph 18 of the Complaint constitute
11 conclusions of law and/or legal arguments to which no response is required. To the extent a
12 response is required, Defendants deny the allegations in Paragraph 18 of the Complaint.
13

14 19. Defendants state that the allegations in Paragraph 19 of the Complaint constitute
15 conclusions of law and/or legal arguments to which no response is required. To the extent a
16 response is required, Defendants deny the allegations in Paragraph 19 of the Complaint.

17 20. Defendants admit that Bluerock filed a complaint in Contra Costa County Superior
18 Court against the Guidiville Rancheria of California and other defendants on or about July 29,
19 2025. Defendants state that the remaining allegations in Paragraph 20 of the Complaint constitute
20 conclusions of law and/or legal arguments to which no response is required. To the extent a
21 response is required, Defendants deny the allegations in Paragraph 20 of the Complaint.
22

23 21. Defendants admit that they filed a Demand for Arbitration with AAA naming the
24 Tribe and Upstream Point Molate, LLC (“Upstream”) as respondents and seeking monetary relief
25 and declaratory relief. Defendants state that the remaining allegations in Paragraph 21 of the
26 Complaint constitute conclusions of law and/or legal arguments to which no response is required.
27
28

1 To the extent a response is required, Defendants deny the allegations in Paragraph 21 of the
 2 Complaint.

3 22. Defendants state that the allegations in Paragraph 22 of the Complaint constitute
 4 conclusions of law and/or legal arguments to which no response is required. To the extent a
 5 response is required, Defendants deny the allegations in Paragraph 22 of the Complaint.
 6

7 23. Defendants state that the allegations in Paragraph 23 of the Complaint constitute
 8 conclusions of law and/or legal arguments to which no response is required. To the extent a
 9 response is required, Defendants deny the allegations in Paragraph 23 of the Complaint.

10 24. Defendants state that its Demand for Arbitration and corresponding exhibits
 11 referenced in Paragraph 24 of the Complaint speak for themselves and deny any allegations
 12 inconsistent with or mischaracterizing their contents.
 13

14 25. Defendants state that the Notes referenced in Paragraph 25 of the Complaint speak
 15 for themselves and deny any allegations inconsistent with or mischaracterizing their contents.
 16 Defendants state that the remaining allegations in Paragraph 25 of the Complaint constitute
 17 conclusions of law and/or legal arguments to which no response is required. To the extent a
 18 response is required, Defendants deny the allegations in Paragraph 25 of the Complaint.
 19

20 26. Defendants state that the allegations in Paragraph 26 of the Complaint constitute
 21 conclusions of law and/or legal arguments to which no response is required. To the extent a
 22 response is required, Defendants deny the allegations in Paragraph 26 of the Complaint.

23 27. Defendants state that the allegations in Paragraph 27 of the Complaint constitute
 24 conclusions of law and/or legal arguments to which no response is required. To the extent a
 25 response is required, Defendants deny the allegations in Paragraph 27 of the Complaint.

26 28. Defendants state that AAA's written determination referenced in Paragraph 28 of
 27 the Complaint speaks for itself and deny any allegations inconsistent with or mischaracterizing its
 28

1 contents. Defendants state that the remaining allegations in Paragraph 28 of the Complaint
2 constitute conclusions of law and/or legal arguments to which no response is required. To the
3 extent a response is required, Defendants deny the allegations in Paragraph 28 of the Complaint.

4 29. Defendants admit the allegations contained in Paragraph 29 of the Complaint.

5 30. No responsive pleading is required for the allegations in Paragraph 30 of the
6 Complaint. Defendants hereby incorporate by reference their responses to the preceding
7 paragraphs as if fully set forth herein.

8 31. Defendants state that the allegations in Paragraph 31 of the Complaint constitute
9 conclusions of law and/or legal arguments to which no response is required. To the extent a
10 response is required, Defendants deny the allegations in Paragraph 31 of the Complaint.

11 32. Defendants state that the allegations in Paragraph 32 of the Complaint constitute
12 conclusions of law and/or legal arguments to which no response is required. To the extent a
13 response is required, Defendants deny the allegations in Paragraph 32 of the Complaint.

14 33. Defendants state that the allegations in Paragraph 33 of the Complaint constitute
15 conclusions of law and/or legal arguments to which no response is required. To the extent a
16 response is required, Defendants deny the allegations in Paragraph 33 of the Complaint.

17 34. Defendants state that the allegations in Paragraph 34 of the Complaint constitute
18 conclusions of law and/or legal arguments to which no response is required. To the extent a
19 response is required, Defendants deny the allegations in Paragraph 34 of the Complaint.

20 35. Defendants state that the allegations in Paragraph 35 of the Complaint constitute
21 conclusions of law and/or legal arguments to which no response is required. To the extent a
22 response is required, Defendants deny the allegations in Paragraph 35 of the Complaint.

1 36. Defendants state that the allegations in Paragraph 36 of the Complaint constitute
2 conclusions of law and/or legal arguments to which no response is required. To the extent a
3 response is required, Defendants deny the allegations in Paragraph 36 of the Complaint.

4 37. Defendants state that the allegations in Paragraph 37 of the Complaint constitute
5 conclusions of law and/or legal arguments to which no response is required. To the extent a
6 response is required, Defendants deny the allegations in Paragraph 37 of the Complaint.

7 38. Defendants state that the allegations in Paragraph 38 of the Complaint constitute
8 conclusions of law and/or legal arguments to which no response is required. To the extent a
9 response is required, Defendants deny the allegations in Paragraph 38 of the Complaint.

10 39. Defendants state that the allegations in Paragraph 39 of the Complaint constitute
11 conclusions of law and/or legal arguments to which no response is required. To the extent a
12 response is required, Defendants deny the allegations in Paragraph 39 of the Complaint.

13 40. Defendants state that the allegations in Paragraph 40 of the Complaint constitute
14 conclusions of law and/or legal arguments to which no response is required. To the extent a
15 response is required, Defendants deny the allegations in Paragraph 40 of the Complaint.

16 41. Defendants state that the allegations in Paragraph 41 of the Complaint constitute
17 conclusions of law and/or legal arguments to which no response is required. To the extent a
18 response is required, Defendants deny the allegations in Paragraph 41 of the Complaint.

19 42. Defendants state that the allegations in Paragraph 42 of the Complaint constitute
20 conclusions of law and/or legal arguments to which no response is required. To the extent a
21 response is required, Defendants deny the allegations in Paragraph 42 of the Complaint.

22 43. Defendants admit the allegations contained in Paragraph 43 of the Complaint.
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First Affirmative Defense

1. The Complaint fails to state a claim upon which relief can be granted.

Second Affirmative Defense

2. The Tribe has not incurred any actual damages or injury in law or equity.

Third Affirmative Defense

3. The Tribe's claims for declaratory and injunctive relief are barred because the Tribe will not suffer any irreparable injury if injunctive or other equitable relief is denied and/or because the Tribe has an adequate and complete remedy at law.

COUNTERCLAIMS

This action arises from the Tribe's failure to pay amounts owed to Defendants (hereinafter, "Counterclaim Plaintiffs") under a Settlement Sharing Agreement and, in the alternative, two promissory notes. Counterclaim Plaintiffs hereby assert the following Counterclaims against the Tribe and Upstream (collectively, "Counterclaim Defendants").

Counterclaim Plaintiffs bring this action without prejudice to, and explicitly preserving, their position that arbitration is the proper venue for this litigation.

I. PARTIES

1. Bluerock and AHG are business entities with their principal place of businesses in Florida. Mr. Ginsburg is an individual who resides in Florida.

2. Counterclaim Plaintiffs are informed and believe, and on that basis allege, that the Tribe is and was a federally recognized Indian tribe, with its principal place of business in Mendocino County, California.

1 3. Counterclaim Plaintiffs are informed and believe, and on that basis allege, that
2 Upstream is a Limited Liability Company organized under the laws of California, with a principal
3 address at 2000 Powell Street, Suite 920, Emeryville, CA 94608.

4 **II. JURISDICTION, VENUE, AND JOINDER**

5
6 4. Federal diversity jurisdiction exists pursuant to 28 U.S.C. § 1332 because this
7 action is between citizens of different states, and the amount in controversy, exclusive of interest
8 and costs, exceeds the sum or value of \$75,000.

9
10 5. This Court has supplemental jurisdiction over the remaining claims against
11 Upstream under 28 U.S.C. § 1367. The claims arise from the same nucleus of operative facts as
12 the Tribe's claims in its complaint, which alleges that this Court has jurisdiction under 28 U.S.C.
13 §§ 1362 and 1331. *See* Dkt. 1.

14 6. Upstream is properly joined as a counterclaim defendant pursuant to Federal Rule
15 of Civil Procedure 20(a)(2)(B), because questions of law or fact common to both Upstream and
16 the Tribe will arise in the action.

17 7. Venue is appropriate in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) as
18 a substantial part of the events or omissions giving rise to the claim occurred in Alameda and
19 Contra Costa Counties, California. Specifically, this action arises out of the proposed
20 development of real property popularly known as Point Molate in Richmond, California, and
21 agreements meant to resolve disputes over allocation from the proceeds of the sale thereof.
22

23 **III. FACTS**

24
25 8. On November 9, 2006, the Scotts Valley Band of Pomo Indians ("SV") entered
26 into a letter agreement (the "Letter of Agreement") with the Tribe and Upstream. The Letter of
27 Agreement is attached as **Exhibit 1** to this Counterclaim. This Letter of Agreement was intended
28

1 to settle various issues including litigation between NGV Gaming, Ltd., Harrah's, and Upstream,
 2 and included a waiver of an exclusivity provision for the development at Parr Boulevard by the
 3 Tribe and Upstream up to \$6,500,000.

4 9. The Letter of Agreement contains an arbitration clause, which provides that:

5 All disputes, controversies or claims *by or between* the parties to this
 6 agreement, (but specifically excluding any third parties) *arising out of or*
 7 *relating to this agreement, and/or any agreement collateral thereto, including,*
 8 *the promissory notes referred to above,* shall be settled by binding arbitration
 9 in accordance with the Commercial Arbitration Rules of the American
 10 Arbitration Association ("Rules") and the Federal Arbitration Act ("Act") and
 11 in the case of a conflict the Act shall govern over the Rules. *The parties agree*
 12 *that binding arbitration shall be the sole remedy as to all disputes arising out*
 13 *of the agreement.* All arbitration hearings shall be held at a place designated by
 14 the arbitrator in Oakland, or Richmond, California or such other place as shall
 15 be agreed to by the parties. *See Letter of Agreement, para. 11 (emphasis added).*

16 10. The Letter of Agreement required SV to loan the Tribe and Upstream \$6,500,000,
 17 and for the Tribe and Upstream to issue two promissory notes to SV in connection with that loan.
 18 *See id.*, para. 1, 2, 6. Pursuant to the Letter of Agreement, the Tribe and Upstream issued two
 19 promissory notes to SV. The first was dated December 20, 2006 for \$3,500,000 (the "2006 Note")
 20 and the second was dated November 29, 2007 for \$2,900,000 (the "2007 Note"). These notes
 21 (collectively, the "Notes") are attached hereto as **Exhibit 2** and **Exhibit 3**. The Notes provide, in
 22 relevant part, that: (i) the Tribe and Upstream would pay 7.5% interest; (ii) no payments are
 23 required prior to March 1, 2012; (iii) if the United States does not acquire title to the property on
 24 Parr Boulevard by January 1, 2012, all principal and interest under the Notes are due and payable
 25 by March 1, 2012; and (iv) if the United States does acquire title to the property on Parr
 26 Boulevard prior to January 1, 2012, all principal and interest due under the Notes shall be deemed
 27 earned by the Tribe and Upstream in consideration for the performance of its obligations under
 28 the Letter of Agreement. The Notes, executed by the Tribe and Upstream, explicitly permitted
 that their holder [SV] could assign them to NORAM LLC ("NORAM"), Mr. Ginsburg, and/or
 AHG.

11. On February 28, 2012, SV assigned the Notes to Mr. Ginsburg, through an Agreement Regarding Assignment of Notes, which was executed by SV, Seminole SV Entertainment, LLC, NORAM, and Mr. Ginsburg. This Agreement Regarding Assignment of Notes is attached hereto as **Exhibit 4**.

12. On April 6, 2012, Kerey Carpenter, an attorney for Mr. Ginsburg, sent a demand letter to the Tribe and Upstream for the 2006 Note demanding payment of a total of \$5,283,915.45 which included principal, interest and late charges due at that time on the 2006 Note. This letter is attached hereto as **Exhibit 5**. A written response does not appear to have been received.

13. Also on April 6, 2012, Kerey Carpenter sent a subsequent demand letter to the same parties for the 2007 Note demanding payment of a total of \$4,089,045.42, which similarly included principal, interest and late charges due at that time on the 2007 Note. This letter is attached hereto as **Exhibit 6**. A written response does not appear to have been received.

14. Around the same time, the Tribe and Upstream filed a civil Complaint against the City of Richmond (the “City”) and other Defendants, *Guidiville Rancheria of California and Upstream Point Molate, LLC et al v. The United States of America, et al.*, Case No. CV 12-1326 YGR, alleging that the City breached a Land Disposition Agreement between it and the Tribe and Upstream concerning a proposed development on a parcel of land located in Richmond, California commonly referred to as “Point Molate.” On April 12, 2018, a Judgment was issued in the case, which was meant to settle the litigation, as between the Tribe and Upstream and the City. The Judgment is attached hereto as **Exhibit 7**. The Judgment decreed that within 48 months of the publishing of the Judgment (*i.e.* April 12, 2022), or 24 months of the City issuing its last discretionary approval (date unknown), whichever occurs earlier, the City must market the Development Areas (included as an exhibit to the Judgment) for sale. The Judgment further provided that Claimants and the City shall split the Net Revenue from the sale 50/50 (Net Revenue is defined in the Judgment). If the three parcels referred to as the Northern Development Area, the Southern Development Area, and Central Development Area

(collectively, the “Development Areas”), or portions thereof, are not sold in the timeframe, Claimants have the option to buy such Development Areas, or portions thereof, from the City for \$100 per Development Area. If Claimants elect this option, they must split any Net Revenues from such sale 50/50 with the City and they must complete the sale within 5 years of exercising this option, or the Development Areas revert back to the City (for a payment of \$100 per Development Area, or portions thereof to the Claimants).

15. One month prior to the Judgment, in March 2018, the Tribe, Upstream, and AHG entered into a Settlement Sharing Agreement whereby AHG would receive certain allocations of the Net Revenues received by the Tribe and Upstream under the Judgment terms. The Settlement Sharing Agreement is attached hereto as **Exhibit 8**. The Settlement Sharing Agreement specifically referred to the Notes, and, by its terms was meant to resolve the amounts due by the Tribe and Upstream under them. For example, the Settlement Sharing Agreement provided, in relevant part, that the Tribe and Upstream’s “obligations under the Notes shall be suspended immediately upon execution of the Settlement with the City of Richmond, and will remain suspended during the performance of all obligations arising under the Settlement” and that the Tribe and Upstream’s performance of its obligation under the Settlement, including payment of amounts due under it, “will constitute full satisfaction of all amounts due under the Notes.” *Id.*, para. 2.

16. Under the Settlement Sharing Agreement, AHG would receive 25% of the first \$20,000,000 of the Net Proceeds and subsequently receive 20% of any Net Proceeds above \$20,000,000. The Settlement Sharing Agreement defined Net Proceeds as “all amounts received by [the Tribe and Upstream] as a result of the Settlement,” with certain specified deductions. *See id.*, para. 1.

17. On December 15, 2020, AHG assigned its rights, duties, privileges and obligations under the Settlement Sharing Agreement to Bluerock. Attached as **Exhibit 9** is a copy of that Assignment of Contract.

18. On or about August 5, 2024, Upstream's counsel sent a letter to AHG, stating that Upstream asserted that it was not obligated to pay AHG under either the Settlement Sharing Agreement or the Notes. A true and correct copy of this Letter is attached hereto as **Exhibit 10**.

19. On or about April 23, 2025, then-counsel for Bluerock sent a letter to counsel for Guidiville demanding payment pursuant to the Settlement Sharing Agreement and AHG's assignment of rights to Bluerock of the right to payment from the Settlement Sharing Agreement. A copy of Bluerock's letter is attached hereto as **Exhibit 11**.

20. On or about May 6, 2025, counsel for Guidiville responded to Bluerock's letter, and rejected Bluerock's demand for payment. The letter referenced, incorporated, and attached a letter sent from counsel for Upstream to Mr. Ginsburg dated August 5, 2024, which states that Upstream is not obligated to pay AHG under the Settlement Sharing Agreement because Upstream's manager signed the Settlement Sharing Agreement without authorization from Upstream's founding members. A copy of Guidiville's letter and the Upstream letter are attached hereto as **Exhibit 12**.

21. On November 12, 2025, Counterclaim Plaintiffs filed a Demand for Arbitration with the American Arbitration Association. Dkt. 12-4 at 2-9. The Tribe objected to arbitration on December 3 and December 29, 2025. Dkts. 12-7 & 12-9. The Tribe filed its lawsuit in this Court on February 23, 2026. Dkt. 1. On March 10, 2026, the Tribe moved to enjoin Counterclaim Plaintiffs' Arbitration Demand. Dkt. 12. On May 5, 2026, this Court, on the Tribe's motion, preliminarily enjoined the AAA arbitration. Dkt 23.

22. Counterclaim Plaintiffs have performed all conditions precedent to the maintenance of this action.

COUNTERCLAIM I
Breach of Contract (the Settlement Sharing Agreement)
Against The Tribe and Upstream

23. Counterclaim Plaintiffs incorporate paragraphs 1 through 22 as though fully stated herein.

24. Bluerock, as assignee of the Settlement Sharing Agreement, is the current owner and holder of the amounts due under the Settlement Sharing Agreement attached hereto as **Exhibit 8**. Prior to its assignment of the Settlement Sharing Agreement to Bluerock, assignor AHG performed all of its obligations under the Settlement Sharing Agreements.

25. The Tribe and Upstream have breached the Settlement Sharing Agreement by refusing and failing to pay the full amount due to Bluerock.

26. As a direct and proximate result of the Tribe's and Upstream's breach of the Settlement Sharing Agreement by their failure to pay the full amount due, Bluerock has suffered damages and demands final judgment in its favor and against the Tribe and Upstream.

COUNTERCLAIM II
Breach of Contract (the Notes)
Against the Tribe and Upstream

27. Counterclaim Plaintiffs incorporate paragraphs 1 through 26 as though fully stated herein.

28. Counterclaim Plaintiffs are informed and believe that the Tribe and Upstream have challenged the validity of the Settlement Sharing Agreement. Counterclaim Plaintiffs disagree, but, should the Settlement Sharing Agreement be found invalid, Mr. Ginsburg is entitled to the amounts due from the Notes attached hereto as **Exhibit 2** and **Exhibit 3**.

29. Mr. Ginsburg has performed all of his obligations under the Notes.

30. The Tribe and Upstream breached the Notes by refusing and failing to pay the full amount due to Mr. Ginsburg.

31. As a direct and proximate result of the Tribe's and Upstream's breach of the Notes by the failure to pay the full amount due, Mr. Ginsburg has suffered damages and demands final judgment in his favor and against the Tribe and Upstream.

COUNTERCLAIM III
Declaratory Relief Regarding the Promissory Notes, By Bluerock
Against the Tribe and Upstream

32. Bluerock incorporates paragraphs 1 through 31 as if fully stated herein.

33. As described herein, an actual controversy exists between Bluerock on the one hand, and the Tribe and Upstream on the other, regarding whether the Tribe and Upstream are obligated to pay Bluerock the amounts due under the Settlement Sharing Agreement. Specifically, Bluerock asserts, and will establish, that the Tribe and Upstream owe Bluerock the full amounts due under the Settlement Sharing Agreement. The Tribe and Upstream deny that they are obligated to Bluerock under the Settlement Sharing Agreement.

34. Pursuant to 28 U.S.C. § 2201, Bluerock seeks a declaration of its rights under the Settlement Sharing Agreement, including that the Tribe and Upstream owe Bluerock the full amount due under the Settlement Sharing Agreement.

COUNTERCLAIM IV
Declaratory Relief Regarding the Promissory Notes, By Mr. Ginsburg
Against the Tribe and Upstream

35. Mr. Ginsburg incorporates paragraphs 1 through 34 as if fully stated herein.

36. As described herein, an actual controversy exists between Mr. Ginsburg on the one hand, and the Tribe and Upstream on the other, regarding whether the Tribe and Upstream are obligated to pay Mr. Ginsburg the amounts due under the Notes. Specifically, Mr. Ginsburg asserts, and will establish, that the Tribe and Upstream owe him the full amounts due under the Notes. The Tribe and Upstream deny that they are obligated under the Notes.

37. Pursuant to 28 U.S.C. § 2201, Mr. Ginsburg seeks a declaration of his rights under the Notes including whether and how much the Tribe and Upstream owe him under them, including that the Tribe and Upstream owe Mr. Ginsburg the full amount due under the Notes.

PRAYER FOR RELIEF

WHEREFORE, COUNTERCLAIM PLAINTIFFS pray for the following relief:

1. That the Tribe and Upstream be ordered to pay Bluerock all amounts due under the Settlement Sharing Agreement, including interest;

2. In the alternative, that the Tribe and Upstream be ordered to pay Mr. Ginsburg the full amounts due under the Notes, including interest;

3. That a declaratory judgment issue declaring the rights of Bluerock, the Tribe, and Upstream under the Settlement Sharing Agreement;

4. That a declaratory judgment issue declaring the rights of Mr. Ginsburg, the Tribe, and Upstream under the Notes;

5. For compensative damages according to proof;

6. For attorneys' fees;

7. For such other relief as may be just and proper.

Dated: May 7, 2026

MORGAN, LEWIS & BOCKIUS LLP

By



Colin C. West
Joseph R. Lewis

Attorneys for Defendants and
Counterclaim Plaintiffs
BLUEROCK REAL ESTATE
HOLDINGS, LLC AHG GROUP, LLC,
and ALAN GINSBURG

EXHIBIT 1

LFR INC.

Fax:5106522246

Nov 10 2006 10:23

P.01

11-09-'06 10:11 FROM-15102340101

15102340101

T-189 P001

F-128



Scotts Valley Band of Pomo Indians

November 9, 2006

Merlene Sanchez
Tribal Chairwoman
Guidiville Band of Pomo Indians
Of the Guidiville Rancheria
P.O. Box 339
Talmage, CA 95481

James D. Levine
Manager
Upstream Point Molate, LLC
1900 Powell Street, 12th Floor
Emeryville, CA 94608

Re: Settlement of Litigation and Waiver of Exclusivity Provision of Land
Disposition Agreement

Dear Chairwoman Sanchez and Mr. Levine,

This letter addresses the terms on which certain litigation described below would be settled and addresses waiver of the exclusivity provision (the "Exclusivity Provision") contained in Section 2.10 of the Land Disposition Agreement (Point Molate) dated November 9, 2004 by and between the City of Richmond, California (the "City") and Upstream Point Molate, LLC ("Upstream"), as the same has been amended (the "LDA").

In consideration of Upstream and the Guidiville Band of Pomo Indians of the Guidiville Rancheria ("Guidiville") waiving the application of the Exclusivity Provision with respect to the proposed development at Parr Blvd., Contra Costa County, California (the "Scotts Valley Project") by the Scotts Valley Band of Pomo Indians ("Scotts Valley"); Scotts Valley makes the following offer:

1. Scotts Valley will loan Upstream and Guidiville jointly, the sum of \$6,500,000 (the "Loan"). The loan will be disbursed through escrow to Upstream and Guidiville or its designee according to the provisions of Section 6 of this agreement.

81 Parr Blvd., R.O. Box 2086
Richmond, Ca. 94802
(510) 234-0100 • Fax: (510) 234-0101

7/13.
11-9-06

LFR INC.

Fax:5106522246

Nov 10 2006 10:23

P.02

11-09-'06 19:11 FROM:15182340181

15182340181

T-189 P082

F-128

2. The Loan shall bear interest at a rate of ten percent (10%) per annum, accruing from January 1, 2008 through the date of repayment. In the event that the United States does not acquire title to the Scotts Valley property located on Parr Boulevard in trust for the benefit of Scotts Valley prior to January 1, 2012, then the Loan, and all accrued interest, shall be repaid on March 1, 2012.
3. If the United States acquires title to the Parr Boulevard property in trust for Scotts Valley before January 1, 2012, then the Loan plus any accrued interest shall be retained by Upstream and Guidiville as consideration for granting the waiver, and the promissory notes (referenced in Section 6.e below) shall be cancelled and immediately returned to Guidiville and Upstream.
4. NGV Gaming, Ltd. ("NGV") will release all claims against Upstream, Harrah's, and Guidiville and its council members, and will dismiss, with prejudice, its litigation against Upstream and Harrah's Entertainment, Inc. ("Harrah's"), and Guidiville will release all claims, and dismiss, with prejudice, its litigation against NGV.
5. No party to this Agreement will take any action in the future in opposition of their respective Guidiville's Point Molate Project and Scotts Valley Parr Blvd. Project...
6. The foregoing provisions shall be implemented through an escrow (the "Escrow"), as follows:
 - a. All parties to this Agreement shall jointly establish an escrow arrangement with a mutually acceptable business escrow firm ("Escrow Agent") by November 13, 2008.
 - b. Upstream and Guidiville shall properly execute waivers of the Exclusivity Provision in the forms attached hereto as Exhibits A and B (the "Waivers"), and deliver them into the Escrow by November 19, 2008.
 - c. Scotts Valley shall deposit into the Escrow by December 15, 2008 (the "Deposit Date") the sum of \$3,500,000 in cash and the security described in 6.d.
 - d. As security for the \$3,000,000 payment to be made on January 2, 2008, Scotts Valley shall cause to be delivered to Guidiville and Upstream a direct pay irrevocable letter of credit issued by a bank reasonably acceptable to Guidiville and Upstream, or another form of security mutually agreed upon by Scotts Valley and Guidiville and Upstream, which provides security that would generally be considered equivalent by a commercial creditor

MS
11-9-06

LFR INC.

Fax:5106522246

Nov 10 2006 10:23 P.03

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T-189 P003

F-128

under similar circumstances (the "Security"). Guidiville and Upstream will not unreasonably withhold their agreement to alternative security meeting that standard. If the Security is a letter of credit, Guidiville and Upstream shall pay the fee charged by the issuing bank, but not more than \$20,000. The Security will provide that the second payment will be available to be drawn at any time from and after January 2, 2008. Notwithstanding the foregoing, if, as of January 2, 2008, the LDA is not in effect and has not been replaced or supplanted by any successor agreement to which Upstream or an affiliate of Upstream is a party, Upstream shall return such letter of credit or such other form of security.

- e. Guidiville and Upstream shall execute and deliver into escrow by December 15, 2008 promissory notes in a form acceptable to the parties evidencing the obligations to repay the loans as described in Sections 1 and 2, subject to the terms of Section 3 above, and having such other provisions as are customary in commercial promissory notes, including recovery of attorney's fees by the prevailing party. The notes shall expressly set forth on their face the terms and conditions of payment or non-payment provided in Sections 2 and 3, above.
- f. NGV and Guidiville shall have executed and delivered into Escrow by the November 19, 2008, Stipulations of Dismissal and unconditional releases in forms reasonably acceptable to the parties thereto.
- g. Guidiville and Upstream shall have delivered into escrow their written certification that the payments called for by the LDA to be made on or about January, 2007 and January, 2008 have been made or will be made.
- h. The City Council of Richmond shall have passed a resolution acceptable to Scotts Valley authorizing and directing the Mayor or other authorized official of the City to execute a Municipal Services Agreement with Scotts Valley and Scotts Valley has delivered a counterpart of such Agreement executed by it to the City Manager of Richmond for execution by the City, and a counterpart of such Agreement executed by Scotts Valley has been deposited into Escrow by Scotts Valley, both of which Scotts Valley agrees to do within 48 hours following adoption of the resolution.
- i. So long as the provisions of paragraph a through h above have been fulfilled, the Escrow Agent shall deliver to the City

MS,
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LFR INC.

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Manager the Waivers referenced in paragraph b above. As soon thereafter as the City has executed a counterpart of the Municipal Services Agreement and delivered it to Escrow, the Escrow Agent shall (i) disburse to Upstream and Guldville, pursuant to this Agreement, the funds Scotts Valley deposited into escrow pursuant to paragraph c, and deliver the Security referenced in paragraph d to Upstream and Guldville (ii) deliver the Promissory Notes to Scotts Valley, and (iii) deliver to Guldville and NGV the Stipulations of Dismissal referenced in paragraph f above. Prior to the fulfillment of all of the conditions precedent to release of the Waivers, the Escrow Agent shall not release any copies of the Waivers.

- j. If the City and Scotts Valley have not each executed and delivered to each other a counterpart of the Municipal Services Agreement between them by January 8, 2007, the Escrow shall automatically terminate, all funds, documents and instruments deposited into and remaining in Escrow shall immediately be returned to the party depositing them and the obligations of the parties under this letter agreement shall terminate.

7. All parties to this agreement shall execute irrevocable joint escrow instructions consistent with and implementing the provisions of this letter agreement with such reasonable additional standard terms as the Escrow Agent may require.

8. The parties agree that this letter agreement will involve in part settlement, compromise and offers to compromise a claim or claims regarding on-going litigation between Guldville, Upstream and NGV. Therefore, the parties to this agreement shall keep, and Scotts Valley shall cause NGV to keep, this agreement in the strictest of confidence, provided that those parties may make disclosure for a reasonable business purpose to their affiliated persons and entities. The parties further agree that matters of such offers, this agreement, conduct, or statements made in connection with this agreement will be inadmissible in a court of law pursuant to Rule 408 of the Federal Rules of Evidence with respect to such on-going litigation.

9. The rights and obligations of the parties under this letter agreement and the promissory notes are not assignable.

10. Each of Guldville and Scotts Valley expressly and irrevocably waives its sovereign immunity from suit by the respective parties to this agreement for the express limited purpose of compelling arbitration as provided below (including the promissory notes) and consents to be sued in the Tribal Court of either the Guldville Band of Pomo Indians or the Scotts Valley Band of Pomo Indians Tribal Court as applicable (including any appellate courts of the respective Tribal governments), if the Tribal Court(s) do not exist or lack jurisdiction over the

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LFR INC.

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P-128

suit, then in the United States District Court in the district where the parties to this agreement are located, and appeals may be made to the United States Court of Appeals for the Ninth Circuit, and the United States Supreme Court for the expressly limited purpose of compelling arbitration and enforcing any arbitration award or judgment arising out of this agreement. If the Tribal Court and the United States District Court for the District where the Parties are located lack jurisdiction, or decline to hear the matter, the parties consent to be sued in the California State Court system or any other court of competent jurisdiction for the expressly limited purposes described in the arbitration provisions below. The waiver of sovereign immunity for Guldville shall be limited and shall only allow for enforcement against assets and revenues of Guldville that are directly derived from the property identified within the LDA, however, this limited waiver shall not allow for any enforcement of any kind against revenues from any Guldville gaming facility. The waiver of sovereign immunity for Scotts Valley shall be limited and shall only allow for enforcement against assets and revenues of Scotts Valley that are directly derived from the Parr Boulevard property, however, this limited waiver shall not allow for any enforcement of any kind against revenues from any Scotts Valley gaming facility. Without in any way limiting the generality of the foregoing, the Guldville Band of Pomo Indians and the Scott's Valley Band of Pomo Indians expressly authorizes any governmental authorities who have the right and duty under applicable law to take any action authorized or ordered by any such court, without limitation, to perfect a security interest or otherwise giving effect to any judgment entered.

11. All disputes, controversies or claims by or between the parties to this agreement (but specifically excluding any third parties) arising out of or relating to this agreement, and/or any agreement collateral thereto, including, the promissory notes referred to above, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Rules") and the Federal Arbitration Act ("Act") and in the case of a conflict the Act shall govern over the Rules. The parties agree that binding arbitration shall be the sole remedy as to all disputes arising out of this agreement. All arbitration hearings shall be held at a place designated by the arbitrators in Oakland or Richmond, California or such other place as shall be agreed to by the parties.

12. The execution of this letter agreement, promissory note or any other document related to this transaction does not create any ownership interest or operational responsibility for Scotts Valley, NGV or any related affiliate of NGV in any Guldville gaming facility, or any revenue stream derived therefrom. Further, the source of repayment for the loans to Guldville and Upstream, if applicable, shall not be paid from revenues from any future Guldville gaming facility; provided, however, that nothing contained in this Section 12 is intended or shall be construed as preventing or limiting in any way Upstream's repayment of the promissory notes pursuant to and in accordance with the terms and provisions of such notes.

M.S.
11-9-06

LFR INC.

Fax: 5106522246

Nov 10 2006 10:24 P.06

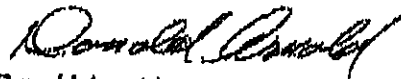
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Please indicate your acceptance of the above terms and conditions by executing this letter in the spaces provided below. Each of the signatories to this agreement hereby represents and warrants that he or she is authorized to execute this agreement on behalf of the party for whom he or she is executing this agreement, and that this agreement constitutes a valid and binding obligation of such entity.

Sincerely,



Donald Arnold
Chairman

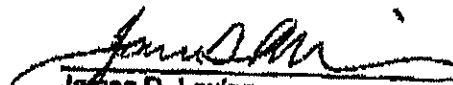
11.9.06

Accepted:



Merlene Sanchez
Chairwoman
Guidiville Band of Pomo Indians

11-9-06
Date



James D. Levine
Manager
Upstream Point Molate, L.L.C.

11-9-06
Date

M.S.
11-9-06

LFR INC.

Fax: 510 652 2246

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11-09-'06 19:14 FROM-15102340101

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T-189 P887

F-128

EXHIBIT A

WAIVER OF EXCLUSIVITY PROVISION

Upstream Point Molate, LLC ("Upstream"), by and through its Manager, James D. Levine, and for the benefit of the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Scotts Valley") solely with respect to their proposed development on Parr Blvd. in Contra Costa County, California (the "Scotts Valley Project"), hereby irrevocably waives application of Section 2.10 of the Land Disposition Agreement (Point Molate) dated November 8, 2004 by and between the City of Richmond, California (the "City") and Upstream, as the same was modified or amended by Section 18 of the First Amendment to Land Disposition Agreement (Point Molate) dated March 7, 2008, and as the same may be further amended from time to time (the "LDA"). Further, to the extent that Upstream has any rights, benefits or interests in that certain Services Agreement by and between the Guldville Band of Pomo Indian of the Guldville Rancheria and the City (the "Guldville Agreement"), Upstream, for the benefit of Scotts Valley irrevocably waives application of Section 8A.4 of the Guldville Agreement solely with respect to the Scotts Valley Project. This Waiver shall not be assignable. Notwithstanding the foregoing, this Waiver of Exclusivity Provision shall be null and void ab initio if a Municipal Services Agreement between the City and Scotts Valley is not executed by both parties on or before January 8, 2007.

UPSTREAM POINT MOLATE, LLC

By:

James D. Levine
Manager

Date:

Initialed as to form
 (MRD) For MSIT-9-06
 [Signature]

LFR INC.

Fax: 510.652.2246

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11-09-'06 19:14 FROM-15102340101

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T-189 P088

F-128

EXHIBIT B

WAIVER OF EXCLUSIVITY PROVISION

The Guldville Band of Pomo Indians of the Guldville Rancheria ("Guldville"), a federally-recognized Indian tribe, by and through the undersigned Chairperson of its Tribal Council and for the benefit of the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Scotts Valley") solely with respect to their proposed development on Parr Blvd. in Contra Costa County, California ("Scotts Valley Project"), hereby irrevocably waives application of Section 8A.4 of that certain Services Agreement by and between the Guldville Band and the City of Richmond, California (the "City"), as the same may be amended from time to time and has been modified or amended by Section 2.10 of the Land Disposition Agreement (Point Molate) dated November 9, 2004 by and between the City and Upstream Point Molate, LLC ("Upstream"), Section 18 of the First Amendment to Land Disposition Agreement (Point Molate) dated March 7, 2006, or as the same may be further amended from time to time (collectively, the "LDA").

Further, to the extent that Guldville has any rights, benefits or interests in the LDA, Guldville, for the benefit of Scotts Valley, irrevocably waives application of the above-referenced Sections of the LDA solely with respect to the Scotts Valley Project. This waiver shall not be assignable.

Notwithstanding the foregoing, this Waiver of Exclusivity Provision shall be null and void ab initio if a Municipal Services Agreement between the City and Scotts Valley is not executed by both parties on or before January 8, 2007.

GUIDIVILLE BAND OF POMO INDIANS
OF THE GUIDIVILLE RANCHERIA

Mariane Sanchez,
Chairwoman of the Tribal Council

Date: _____

In dated as to Form:
MRD for MS-11-9-06

EXHIBIT 2

Quindville note 12/06

PROMISSORY NOTE

THIS NOTE IS NOT ASSIGNABLE OTHER THAN TO NORAM, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ALAN GINSBURG OR AHG GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "PERMITTED ASSIGNEES"). ANY ATTEMPT TO ASSIGN THIS NOTE TO ANY PARTY OTHER THAN A PERMITTED ASSIGNEE SHALL BE VOID AND OF NO FORCE OR EFFECT. IN NO EVENT SHALL MAKER BE OBLIGATED TO MAKE ANY PAYMENT TO ANY PARTY UNDER THIS PROMISSORY NOTE OTHER THAN THE HOLDER NAMED HEREIN OR THE PERMITTED ASSIGNEES, IF APPLICABLE.

THIS PROMISSORY NOTE EVIDENCES A CONDITIONAL OBLIGATION TO REPAY THE HOLDER FOR AMOUNTS THAT WERE PAID TO MAKER IN CONSIDERATION OF THE GRANT OF CERTAIN WAIVERS BY MAKER. SUCH AMOUNTS ARE REQUIRED TO BE REPAYED ONLY IN THE EVENT THAT THE UNITED STATES DOES NOT, PRIOR TO JANUARY 1, 2012, ACQUIRE TITLE TO ANY OF THE PROPERTY LOCATED ON PARR BOULEVARD IN UNINCORPORATED RICHMOND, CALIFORNIA, AND IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 408-090-031, 408-090-040, 408-130-018, 408-130-037, 408-130-038 AND 408-130-039, IN TRUST FOR THE SCOTTS VALLEY BAND OF POMO INDIANS OF THE SUGAR BOWL RANCHERIA ("SCOTTS VALLEY"). IF SUCH CONDITION IS SATISFIED PRIOR TO SUCH DATE, THE AMOUNTS PAID BY SCOTTS VALLEY TO MAKER THAT ARE EVIDENCED BY THIS PROMISSORY NOTE SHALL BE DEEMED FULLY EARNED AND SHALL BE RETAINED BY MAKER AND THIS PROMISSORY NOTE SHALL BE NULL AND VOID.

PROMISSORY NOTE

\$3,500,000

December 20, 2006

Richmond, California

FOR VALUE RECEIVED, the Guidiville Band of Pomo Indians of the Guidiville Rancheria ("Guidiville"), a federally-recognized Indian tribe, and Upstream Point Molate LLC, a California limited liability company (collectively "Maker"), jointly and severally promise to pay to the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Holder") at Richmond, California, or such other place as Holder may from time to time designate, in lawful money of the United States, the principal sum of \$3,500,000 plus interest thereon, as set forth below.

1. Interest. Commencing on the date that the loan funds that are evidenced by this Promissory Note are disbursed to Maker, interest on the principal sum of this Promissory Note shall accrue at the rate of 7.5% per annum, compounded annually.

2. **Payments.** No payments of interest or principal shall be required prior to March 1, 2012. If the United States does not, prior to January 1, 2012, acquire title to any of the property located on Parr Boulevard in unincorporated Richmond, California, and identified as Assessor's Parcel Numbers 408-090-031, 408-090-040, 408-130-018, 408-130-037, 408-130-038 and 408-130-039 (the "SV Property"), in trust for the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Scotts Valley"), all principal and interest under this Promissory Note shall be due and payable on March 1, 2012. If the United States acquires title, prior to January 1, 2012, to the SV Property in trust for Scotts Valley, all of the principal and interest evidenced by this Promissory Note shall be deemed earned by Maker in consideration for the performance of its obligations under that certain letter agreement, dated November 9, 2006, by and among Maker and Scotts Valley, this Promissory Note shall be null and void and Holder shall immediately return this Promissory Note to Maker.
3. **Security.** This Promissory Note will not be secured by collateral until such time as Maker makes its first sale, to an unrelated third party, of a residential parcel at the property to be acquired by Maker under the terms of that certain Land Disposition Agreement, by and between Maker and the City of Richmond, California, dated November 9, 2004, as amended by that certain First amendment to Land Disposition Agreement (Point Molate), dated March 7, 2006. At the time of such sale, Maker shall provide collateral in form acceptable to Holder in its commercially reasonable discretion and of a value reasonably sufficient to secure the performance of Maker's obligations under this Promissory Note.
4. **Default and Remedies.**
 - a) All payments received shall, at the option of the Holder, first be applied against accrued and unpaid interest and the balance against principal. Maker expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Maker's assumption of these risks.
 - b) An Event of Default shall exist hereunder if (i) Maker fails to make any payment due under this Note on or before the date on which such payment was due and payable, or (ii) Maker otherwise fails to perform any other obligation Maker has assumed and agreed to perform hereunder, including, without limitation, the obligations Maker has assumed pursuant to Section 3 of this Promissory Note.
 - c) Upon the occurrence of any Event of Default hereunder, the Holder, at its option, and without notice to Maker, may declare the entire unpaid principal balance of this Note, all accrued interest and other charges due thereunder, and all other indebtedness of Maker to Holder, to be immediately due and payable in full.
 - d) If any payment due under this Note is not paid within ten (10) days after the date due (including any accelerated due date established under clause (c) above), at the option of Holder a late charge of not more than three cents (\$.03) for each dollar

of the installment past due may be charged by Holder. Maker agrees to pay all of the Holder's costs incurred in the collection of this Note, including reasonable attorney fees.

- e) Acceptance by Holder of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Holder's acceptance of any such partial payment shall not constitute a waiver of Holder's right to receive the entire amount due. Maker and any obligor of this Note do hereby (i) jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, the release of any collateral or part thereof, with or without substitution, and Holder diligence in collection or bringing suit, and (ii) consent to any and all extensions of time, renewals, waivers or modifications as may be granted by Holder with respect to payment or any other provisions of this Note.

5. Miscellaneous.

- a) This Promissory Note may be modified only by a written agreement executed by Maker and Holder.
- b) This Promissory Note shall be governed by California law, provided that if California law is not applicable, this Promissory Note shall be governed by the laws of the United States.
- c) Neither Maker nor Holder shall assign any of the rights or obligations under this Promissory Note, provided that Holder may assign this Promissory Note to NORAM, LLC, a Florida limited liability company, Alan Ginsburg, or AHG Group, LLC, a Florida limited liability company.
- d) Time is of the essence with respect to all matters set forth in this Promissory Note.

IN WITNESS WHEREOF, Maker has executed this Note as of the date and year first above written.

Maker:

GUIDIVILLE BAND OF POMO INDIANS OF
THE GUIDIVILLE RANCHERIA


Merlene Sanchez, Chairperson

UPSTREAM POINT MOLATE LLC

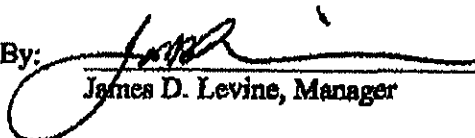
By: 
James D. Levine, Manager

Exhibit D-2

Form of the Second Note

THIS NOTE IS NOT ASSIGNABLE OTHER THAN TO NORAM, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ALAN GINSBURG OR AHG GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "PERMITTED ASSIGNEES"). ANY ATTEMPT TO ASSIGN THIS NOTE TO ANY PARTY OTHER THAN A PERMITTED ASSIGNEE SHALL BE VOID AND OF NO FORCE OR EFFECT. IN NO EVENT SHALL MAKER BE OBLIGATED TO MAKE ANY PAYMENT TO ANY PARTY UNDER THIS PROMISSORY NOTE OTHER THAN THE HOLDER NAMED HEREIN OR THE PERMITTED ASSIGNEES, IF APPLICABLE.

THIS PROMISSORY NOTE EVIDENCES A CONDITIONAL OBLIGATION TO REPAY THE HOLDER FOR AMOUNTS THAT WERE PAID TO MAKER IN CONSIDERATION OF THE GRANT OF CERTAIN WAIVERS BY MAKER. SUCH AMOUNTS ARE REQUIRED TO BE REPAYED ONLY IN THE EVENT THAT THE UNITED STATES DOES NOT, PRIOR TO JANUARY 1, 2012, ACQUIRE TITLE TO ANY OF THE PROPERTY LOCATED ON PARR BOULEVARD IN UNINCORPORATED RICHMOND, CALIFORNIA, AND IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 408-090-031, 408,090-040, 408-130-018, 408-130-037, 408-130-038 AND 408-130-039, IN TRUST FOR THE SCOTTS VALLEY BAND OF POMO INDIANS OF THE SUGAR BOWL RANCHERIA ("SCOTTS VALLEY"). IF SUCH CONDITION IS SATISFIED PRIOR TO SUCH DATE, THE AMOUNTS PAID BY SCOTTS VALLEY TO MAKER THAT ARE EVIDENCED BY THIS PROMISSORY NOTE SHALL BE DEEMED FULLY EARNED AND SHALL BE RETAINED BY MAKER AND THIS PROMISSORY NOTE SHALL BE NULL AND VOID.

PROMISSORY NOTE

\$3,000,000

_____, 20__

Richmond, California

FOR VALUE RECEIVED, the Guidiville Band of Pomo Indians of the Guidiville Rancheria ("Guidiville"), a federally-recognized Indian tribe, and Upstream Point Molate LLC, a California limited liability company (collectively "Maker"), jointly and severally promise to pay to the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Holder") at Richmond, California, or such other place as Holder may from time to time designate, in lawful money of the United States, the principal sum of \$3,000,000 plus interest thereon, as set forth below.

1. Interest. Commencing on the date that the loan funds that are evidenced by this Promissory Note are disbursed to Maker, interest on the principal sum of this Promissory Note shall accrue at the rate of 7.5% per annum, compounded annually.
2. Payments. No payments of interest or principal shall be required prior to March 1, 2012. If the United States does not, prior to January 1, 2012, acquire title to any of the property located on Parr Boulevard in unincorporated Richmond, California, and identified as Assessor's Parcel Numbers 408-090-031, 408-090-040, 408-130-018, 408-130-037, 408-130-038 and 408-130-039 (the "SV Property"), in trust for the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Scotts Valley"), all principal and interest under this Promissory Note shall be due and payable on March 1, 2012. If the United States acquires title, prior to January 1, 2012, to the SV Property in trust for Scotts Valley, all of the principal and interest evidenced by this Promissory Note shall be deemed earned by Maker in consideration for the performance of its obligations under that certain letter agreement, dated November 9, 2006, by and among Maker and Scotts Valley, this Promissory Note shall be null and void and Holder shall immediately return this Promissory Note to Maker.
3. Security. This Promissory Note will not be secured by collateral until such time as Maker makes its first sale, to an unrelated third party, of a residential parcel at the property to be acquired by Maker under the terms of that certain Land Disposition Agreement, by and between Maker and the City of Richmond, California, dated November 9, 2004, as amended by that certain First amendment to Land Disposition Agreement (Point Molate), dated March 7, 2006. At the time of such sale, Maker shall provide collateral in form acceptable to Holder in its commercially reasonable discretion and of a value reasonably sufficient to secure the performance of Maker's obligations under this Promissory Note.
4. Default and Remedies.
 - a) All payments received shall, at the option of the Holder, first be applied against accrued and unpaid interest and the balance against principal. Maker expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Maker's assumption of these risks.
 - b) An Event of Default shall exist hereunder if (i) Maker fails to make any payment due under this Note on or before the date on which such payment was due and payable, or (ii) Maker otherwise fails to perform any other obligation Maker has assumed and agreed to perform hereunder, including, without limitation, the obligations Maker has assumed pursuant to Section 3 of this Promissory Note.
 - c) Upon the occurrence of any Event of Default hereunder, the Holder, at its option, and without notice to Maker, may declare the entire unpaid principal balance of this Note, all accrued interest and other charges due thereunder, and all other indebtedness of Maker to Holder, to be immediately due and payable in full.

- d) If any payment due under this Note is not paid within ten (10) days after the date due (including any accelerated due date established under clause (c) above), at the option of Holder a late charge of not more than three cents (\$.03) for each dollar of the installment past due may be charged by Holder. Maker agrees to pay all of the Holder's costs incurred in the collection of this Note, including reasonable attorney fees.
- e) Acceptance by Holder of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Holder's acceptance of any such partial payment shall not constitute a waiver of Holder's right to receive the entire amount due. Maker and any obligor of this Note do hereby (i) jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, the release of any collateral or part thereof, with or without substitution, and Holder diligence in collection or bringing suit, and (ii) consent to any and all extensions of time, renewals, waivers or modifications as may be granted by Holder with respect to payment or any other provisions of this Note.

5. Miscellaneous.

- a) This Promissory Note may be modified only by a written agreement executed by Maker and Holder.
- b) This Promissory Note shall be governed by California law, provided that if California law is not applicable, this Promissory Note shall be governed by the laws of the United States.
- c) Neither Maker nor Holder shall assign any of the rights or obligations under this Promissory Note, provided that Holder may assign this Promissory Note to NORAM, LLC, a Florida limited liability company, Alan Ginsburg, or AHG Group, LLC, a Florida limited liability company.
- d) Time is of the essence with respect to all matters set forth in this Promissory Note.

IN WITNESS WHEREOF, Maker has executed this Note as of the date and year first above written.

Maker:

GUIDIVILLE BAND OF POMO INDIANS OF
THE GUIDIVILLE RANCHERIA

Merlene Sanchez, Chairperson

UPSTREAM POINT MOLATE LLC

By:

James D. Levine, Manager

EXHIBIT 3

THIS NOTE IS NOT ASSIGNABLE OTHER THAN TO NORAM, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ALAN GINSBURG OR AHG GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "PERMITTED ASSIGNEES"). ANY ATTEMPT TO ASSIGN THIS NOTE TO ANY PARTY OTHER THAN A PERMITTED ASSIGNEE SHALL BE VOID AND OF NO FORCE OR EFFECT. IN NO EVENT SHALL MAKER BE OBLIGATED TO MAKE ANY PAYMENT TO ANY PARTY UNDER THIS PROMISSORY NOTE OTHER THAN THE HOLDER NAMED HEREIN OR THE PERMITTED ASSIGNEES, IF APPLICABLE.

THIS PROMISSORY NOTE EVIDENCES A CONDITIONAL OBLIGATION TO REPAY THE HOLDER FOR AMOUNTS THAT WERE PAID TO MAKER IN CONSIDERATION OF THE GRANT OF CERTAIN WAIVERS BY MAKER. SUCH AMOUNTS ARE REQUIRED TO BE REPAID ONLY IN THE EVENT THAT THE UNITED STATES DOES NOT, PRIOR TO JANUARY 1, 2012, ACQUIRE TITLE TO ANY OF THE PROPERTY LOCATED ON PARR BOULEVARD IN UNINCORPORATED RICHMOND, CALIFORNIA, AND IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 408-090-031, 408,090-040, 408-130-018, 408-130-037, 408-130-038 AND 408-130-039, IN TRUST FOR THE SCOTTS VALLEY BAND OF POMO INDIANS OF THE SUGAR BOWL RANCHERIA ("SCOTTS VALLEY"). IF SUCH CONDITION IS SATISFIED PRIOR TO SUCH DATE, THE AMOUNTS PAID BY SCOTTS VALLEY TO MAKER THAT ARE EVIDENCED BY THIS PROMISSORY NOTE SHALL BE DEEMED FULLY EARNED AND SHALL BE RETAINED BY MAKER AND THIS PROMISSORY NOTE SHALL BE NULL AND VOID.

PROMISSORY NOTE

\$2,900,000

November 29, 2007

Richmond, California

FOR VALUE RECEIVED, the Guidiville Band of Pomo Indians of the Guidiville Rancheria ("Guidiville"), a federally-recognized Indian tribe, and Upstream Point Molate LLC, a California limited liability company (collectively "Maker"), jointly and severally promise to pay to the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Holder") at Richmond, California, or such other place as Holder may from time to time designate, in lawful money of the United States, the principal sum of \$2,900,000 plus interest thereon, as set forth below.

1. Interest. Commencing on the date that the loan funds that are evidenced by this Promissory Note are disbursed to Maker, interest on the principal sum of this Promissory Note shall accrue at the rate of 7.5% per annum, compounded annually.
2. Payments. No payments of interest or principal shall be required prior to March 1, 2012. If the United States does not, prior to January 1, 2012, acquire title to any of the property located on Parr Boulevard in unincorporated Richmond, California, and identified as Assessor's Parcel Numbers 408-090-031, 408,090-040, 408-130-018, 408-130-037, 408-130-038 and 408-130-039 (the "SV Property"), in trust for the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Scotts Valley"), all principal and interest under this Promissory Note shall be due and payable on March 1, 2012. If the United States acquires title, prior to January 1, 2012, to the SV Property in trust for Scotts Valley, all of the principal and interest evidenced by this Promissory Note shall be deemed earned by Maker in consideration for the performance of its obligations under that certain letter agreement, dated November 9, 2006, by and among Maker and Scotts Valley, this Promissory Note shall be null and void and Holder shall immediately return this Promissory Note to Maker.
3. Security. This Promissory Note will not be secured by collateral until such time as Maker makes its first sale, to an unrelated third party, of a residential parcel at the property to be acquired by Maker under the terms of that certain Land Disposition Agreement, by and between Maker and the City of Richmond, California, dated November 9, 2004, as amended by that certain First amendment to Land Disposition Agreement (Point Molate), dated March 7, 2006. At the time of such sale, Maker shall provide collateral in form acceptable to Holder in its commercially reasonable discretion and of a value reasonably sufficient to secure the performance of Maker's obligations under this Promissory Note.
4. Default and Remedies.
 - a) All payments received shall, at the option of the Holder, first be applied against accrued and unpaid interest and the balance against principal. Maker expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Maker's assumption of these risks.
 - b) An Event of Default shall exist hereunder if (i) Maker fails to make any payment due under this Note on or before the date on which such payment was due and payable, or (ii) Maker otherwise fails to perform any other obligation Maker has assumed and agreed to perform hereunder, including, without limitation, the obligations Maker has assumed pursuant to Section 3 of this Promissory Note.
 - c) Upon the occurrence of any Event of Default hereunder, the Holder, at its option, and without notice to Maker, may declare the entire unpaid

principal balance of this Note, all accrued interest and other charges due thereunder, and all other indebtedness of Maker to Holder, to be immediately due and payable in full.

- d) If any payment due under this Note is not paid within ten (10) days after the date due (including any accelerated due date established under clause (c) above), at the option of Holder a late charge of not more than three cents (\$.03) for each dollar of the installment past due may be charged by Holder. Maker agrees to pay all of the Holder's costs incurred in the collection of this Note, including reasonable attorney fees.
- e) Acceptance by Holder of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Holder's acceptance of any such partial payment shall not constitute a waiver of Holder's right to receive the entire amount due. Maker and any obligor of this Note do hereby (i) jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest or protest of this Note, the release of any collateral or part thereof, with or without substitution, and Holder diligence in collection or bringing suit, and (ii) consent to any and all extensions of time, renewals, waivers or modifications as may be granted by Holder with respect to payment or any other provisions of this Note.

5. Miscellaneous.

- a) This Promissory Note may be modified only by a written agreement executed by Maker and Holder.
- b) This Promissory Note shall be governed by California law, provided that if California law is not applicable, this Promissory Note shall be governed by the laws of the United States.
- c) Neither Maker nor Holder shall assign any of the rights or obligations under this Promissory Note, provided that Holder may assign this Promissory Note to NORAM, LLC, a Florida limited liability company, Alan Ginsburg, or AHG Group, LLC, a Florida limited liability company.

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- d) Time is of the essence with respect to all matters set forth in this Promissory Note.

IN WITNESS WHEREOF, Maker has executed this Note as of the date and year first above written.

Maker:

GUIDIVILLE BAND OF POMO INDIANS OF THE GUIDIVILLE RANCHERIA


Merlene Sanchez, Chairperson

UPSTREAM POINT MOLATE LLC

By:

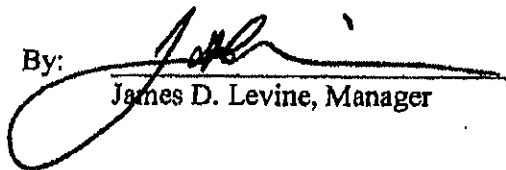

James D. Levine, Manager

EXHIBIT 4

AGREEMENT REGARDING ASSIGNMENT OF NOTES

THIS AGREEMENT REGARDING ASSIGNMENT OF NOTES ("Agreement"), made and entered into as of February 28, 2012, by the Scotts Valley Band of Pomo Indians (the "Scotts Valley Band"), Alan H. Ginsburg ("Ginsburg"), Seminole SV Entertainment, LLC, a Florida limited liability company ("Seminole SV") and NORAM, LLC, a Florida limited liability company ("NORAM");

RECITALS:

WHEREAS, the Scotts Valley Band has been the owner and holder of the following two (2) Promissory Notes (the "Guidiville Notes"):

1. That certain Promissory Note in the original principal amount of \$3,500,000.00 dated as of December 20, 2006 from the Guidiville Band of Pomo Indians of the Guidiville Rancheria, and Upstream Point Molate, LLC a California limited liability company, as obligors, to the Scotts Valley Band, as obligee, having a current outstanding principal balance of \$3,500,000.00; and
2. That certain Promissory Note in the original principal amount of \$2,900,000.00 dated as of November 29, 2007 from the Guidiville Band of Pomo Indians of the Guidiville Rancheria, and Upstream Point Molate, LLC a California limited liability company, as obligors, to the Scotts Valley Band, as obligee, having a current outstanding principal balance of \$2,900,000.00; and

WHEREAS, contemporaneously with the execution of this Agreement, the Scotts Valley Band has assigned and endorsed the Guidiville Notes to the order of Ginsburg; and

WHEREAS, the parties hereto desire to evidence certain agreements, as hereinafter specified, regarding the assignment of the Guidiville Notes;

NOW, THEREFORE, in consideration of the recitals stated above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties acknowledge and agree as follows:

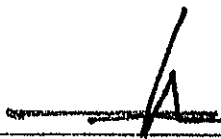
A. NORAM hereby releases any right, title and interest it may have in the Guidiville Notes, including but not limited to the security interest created by that certain Security Agreement between the Scotts Valley Band, Richmond Gaming, Ltd. and NORAM dated March 23, 2007. The Scotts Valley Band hereby represents to Ginsburg that it has no knowledge of any other party having any right, title, interest, claim or demand in or to the Guidiville Notes.

B. The assignment of the Guidiville Notes to Ginsburg has been made at the request of Ginsburg and Seminole SV pursuant to the terms of that certain Exclusivity Waiver Note dated June 19, 2010 in the amount of \$6,500,000.00 from the Scotts Valley Band to the order of Seminole SV (the Exclusivity Waiver Note). Seminole SV, the "Developer" named in the Exclusivity Waiver Note, hereby consents to the aforesaid assignment, and releases to Ginsburg any and all rights it may have in or to the Guidiville Notes.

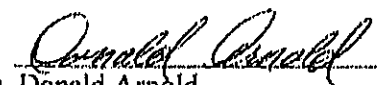
C. Seminole SV, NORAM and Ginsburg further acknowledge and agree that the assignment of the Guidiville Notes to Ginsburg by the Scotts Valley Band fully satisfies the obligation of the Scotts Valley Band in the last paragraph of Section 1.10.6 of the Development Agreement dated June 19, 2010 between the Scotts Valley Band and Seminole SV to assign the Guidiville Notes, and that the Exclusivity Waiver Note referred to in that Section, among the other consequences therein stated, is hereby cancelled.

D. The terms and provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

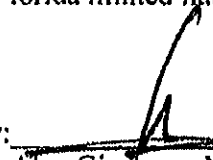
THIS Agreement is executed in manner and form sufficient to bind the parties as of the date set forth above.


ALAN H. GINSBURG, individually

THE SCOTTS VALLEY BAND OF POMO INDIANS

By: 
Name: Donald Arnold
Title: Chairman, Tribal Council

NORAM, LLC
a Florida limited liability company

By: 
Alan Ginsburg, Manager

SEMINOLE SV ENTERTAINMENT, LLC,
a Florida limited liability company

By: Seminole California Manager, LLC, its
Managing Member

By: _____
Printed Name: _____
Title: _____

AGREEMENT REGARDING ASSIGNMENT OF NOTES

THIS AGREEMENT REGARDING ASSIGNMENT OF NOTES ("Agreement"), made and entered into as of February 28, 2012, by the Scotts Valley Band of Pomo Indians (the "Scotts Valley Band"), Alan H. Ginsburg ("Ginsburg"), Seminole SV Entertainment, LLC, a Florida limited liability company ("Seminole SV") and NORAM, LLC, a Florida limited liability company ("NORAM");

RECITALS:

WHEREAS, the Scotts Valley Band has been the owner and holder of the following two (2) Promissory Notes (the "Guidiville Notes"):

1. That certain Promissory Note in the original principal amount of \$3,500,000.00 dated as of December 20, 2006 from the Guidiville Band of Pomo Indians of the Guidiville Rancheria, and Upstream Point Molate, LLC a California limited liability company, as obligors, to the Scotts Valley Band, as obligee, having a current outstanding principal balance of \$3,500,000.00; and
2. That certain Promissory Note in the original principal amount of \$2,900,000.00 dated as of November 29, 2007 from the Guidiville Band of Pomo Indians of the Guidiville Rancheria, and Upstream Point Molate, LLC a California limited liability company, as obligors, to the Scotts Valley Band, as obligee, having a current outstanding principal balance of \$2,900,000.00; and

WHEREAS, contemporaneously with the execution of this Agreement, the Scotts Valley Band has assigned and endorsed the Guidiville Notes to the order of Ginsburg; and

WHEREAS, the parties hereto desire to evidence certain agreements, as hereinafter specified, regarding the assignment of the Guidiville Notes;

NOW, THEREFORE, in consideration of the recitals stated above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties acknowledge and agree as follows:

A. NORAM hereby releases any right, title and interest it may have in the Guidiville Notes, including but not limited to the security interest created by that certain Security Agreement between the Scotts Valley Band, Richmond Gaming, Ltd. and NORAM dated March 23, 2007. The Scotts Valley Band hereby represents to Ginsburg that it has no knowledge of any other party having any right, title, interest, claim or demand in or to the Guidiville Notes.

B. The assignment of the Guidiville Notes to Ginsburg has been made at the request of Ginsburg and Seminole SV pursuant to the terms of that certain Exclusivity Waiver Note dated June 19, 2010 in the amount of \$6,500,000.00 from the Scotts Valley Band to the order of Seminole SV (the Exclusivity Waiver Note). Seminole SV, the "Developer" named in the Exclusivity Waiver Note, hereby consents to the aforesaid assignment, and releases to Ginsburg any and all rights it may have in or to the Guidiville Notes.

C. Seminole SV, NORAM and Ginsburg further acknowledge and agree that the assignment of the Guidiville Notes to Ginsburg by the Scotts Valley Band fully satisfies the obligation of the Scotts Valley Band in the last paragraph of Section 1.10.6 of the Development Agreement dated June 19, 2010 between the Scotts Valley Band and Seminole SV to assign the Guidiville Notes, and that the Exclusivity Waiver Note referred to in that Section, among the other consequences therein stated, is hereby cancelled.

D. The terms and provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

THIS Agreement is executed in manner and form sufficient to bind the parties as of the date set forth above.

THE SCOTT'S VALLEY BAND OF POMO INDIANS

ALAN H. GINSBURG, individually

By:

Name: Donald Arnold

Title: Chairman, Tribal Council

NORAM, LLC
a Florida limited liability company

SEMINOLE SV ENTERTAINMENT, LLC,
a Florida limited liability company

By: Seminole California Manager, LLC, its
Managing Member

By: Alan Ginsburg, Manager

By:

Printed Name: Tim Shore

Title: _____ Manager

ASSIGNMENT OF NOTE

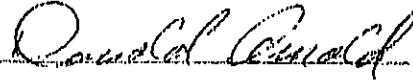
THIS ASSIGNMENT OF NOTE endorses and assigns that certain Promissory Note dated December 20, 2006 in the stated principal amount of \$3,500,000.00 (the "Note"), made by the Guidiville Band of Pomo Indians of the Guidiville Rancheria, a federally recognized Indian Tribe, and Upstream Point Molate, LLC, a California limited liability company (collectively "Maker") payable to the Scotts Valley Band of Pomo Indians, sometimes known as the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Holder"), having a current outstanding principal balance of \$3,500,000.00.

THE AFORESAID NOTE is hereby assigned and endorsed by Holder to the order of Alan H. Ginsburg, without recourse or warranty, express, implied or by operation of law, of any kind and nature whatsoever.

Witnesses:

**Scotts Valley Band of Pomo Indians, a federally
recognized Indian Tribe**

By: _____



Name: Donald Arnold

Title: Chairman, Tribal Council

ASSIGNMENT OF NOTE

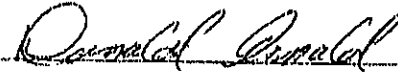
THIS ASSIGNMENT OF NOTE endorses and assigns that certain Promissory Note dated November 29, 2007 in the stated principal amount of \$2,900,000.00 (the "Note"), made by the Guidiville Band of Pomo Indians of the Guidiville Rancheria, a federally recognized Indian Tribe, and Upstream Point Molate, LLC, a California limited liability company (collectively "Maker") payable to the Scotts Valley Band of Pomo Indians, sometimes known as the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria ("Holder"), having a current outstanding principal balance of \$2,900,000.00.

THE AFORESAID NOTE is hereby assigned and endorsed by Holder to the order of Alan H. Ginsburg, without recourse or warranty, express, implied or by operation of law, of any kind and nature whatsoever.

Witnesses:

**Scotts Valley Band of Pomo Indians, a federally
recognized Indian Tribe**

By: _____



Name: Donald Arnold

Title: Chairman, Tribal Council

EXHIBIT 5



April 6, 2012

Merlene Sanchez
Guidiville Band of Pomo Indians
of the Guidiville Rancheria
P.O. Box 339
Talmage, California 95481

James D. Levine
Upstream Point Molate, LLC
1900 Powell St., 12th Floor
Emeryville, California 94608

Re: Promissory Note dated December 20, 2006 in the amount of \$3,500,000

On behalf of Alan H. Ginsburg, one of the permitted assignees of the above-referenced promissory note ("Note"), please be advised that this Note, which was issued jointly and severally by the Guidiville Band of Pomo Indians of the Guidiville Rancheria and Upstream Point Molate, LLC made payable to the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria, matured on January 1, 2012, and all principal and interest under the Note were due and payable on March 1, 2012. According to the terms of the Note, all principal and interest under this Note became due and payable on March 1, 2012 because the United States did not acquire title to the SV Property prior to January 1, 2012.

Interest at the rate of seven and one-half percent (7.5%), compounded annually through March 31, 2012 totals \$1,630,015.00. Additionally, because the Note was not paid by March 10, 2012, late charges in the amount of \$153,900.45 are now due.

Please remit the total amount of due \$5,283,915.45 by wire transfer to the following account:

Bank Name:	Bank of America, NA
City, State:	Orlando, Florida
Debit Account Name:	AHG Group LLC
Debit Account #:	005489524021
ABA Routing #:	026 009 593

Pursuant to the Note, the Makers are jointly and severally liable for the unpaid principal, interest, and late charges, together with all Holder's costs incurred in the collection of this Note, including reasonable attorney fees.

Please contact Gene Harris at (407) 691-5603 if you have any questions or if you would like to discuss this further.

Sincerely

A handwritten signature in black ink, appearing to read 'Kerey Carpenter', with a stylized, cursive script.

Kerey Carpenter

EXHIBIT 6



April 6, 2012

Merlene Sanchez
Guidiville Band of Pomo Indians
of the Guidiville Rancheria
P.O. Box 339
Talmage, California 95481

James D. Levine
Upstream Point Molate, LLC
1900 Powell St., 12th Floor
Emeryville, California 94608

Re: Promissory Note dated November 29, 2007 in the amount of \$2,900,000

On behalf of Alan H. Ginsburg, one of the permitted assignees of the above-referenced promissory note ("Note"), please be advised that this Note, which was issued jointly and severally by the Guidiville Band of Pomo Indians of the Guidiville Rancheria and Upstream Point Molate, LLC made payable to the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria, matured on January 1, 2012, and all principal and interest under the Note were due and payable on March 1, 2012. According to the terms of the Note, all principal and interest under this Note became due and payable on March 1, 2012 because the United States did not acquire title to the SV Property prior to January 1, 2012.

Interest at the rate of seven and one-half percent (7.5%), compounded annually through March 31, 2012 totals \$1,069,947.00. Additionally, because the Note was not paid by March 10, 2012, late charges in the amount of \$119,098.42 are now due.

Please remit the total amount of due \$4,089,045.42 by wire transfer to the following account:

Bank Name:	Bank of America, NA
City, State:	Orlando, Florida
Debit Account Name:	AHG Group LLC
Debit Account #:	005489524021
ABA Routing #:	026 009 593

Pursuant to the Note, the Makers are jointly and severally liable for the unpaid principal, interest, and late charges, together with all Holder's costs incurred in the collection of this Note, including reasonable attorney fees.

Please contact Gene Harris at (407) 691-5603 if you have any questions or if you would like to discuss this further.

Sincerely

A handwritten signature in black ink, appearing to read 'Kerey Carpenter', with a stylized, cursive script.

Kerey Carpenter

EXHIBIT 7

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

THE GUIDIVILLE RANCHERIA OF
CALIFORNIA, et al.,

Plaintiffs,

vs.

THE UNITED STATES OF AMERICA, et al.,

Defendants.

Case No. CV 12-1326 YGR

~~PROPOSED~~ JUDGMENT

ON CLAIMS BETWEEN
PLAINTIFFS GUIDIVILLE RANCHERIA
OF CALIFORNIA AND UPSTREAM
POINT MOLATE, LLC, AND
DEFENDANT CITY OF RICHMOND

1 In March 2012, plaintiffs Guidiville Rancheria of California (Tribe) and Upstream Point
2 Molate LLC (Upstream) (together, Plaintiffs) commenced the above-captioned action (Action)
3 against defendant City of Richmond (City). The controversy concerns a Land Disposition
4 Agreement (LDA) and its amendments, between Upstream and the City, the subject of which was
5 a proposed development of property located at the former Navy Fuel Depot Point Molate in
6 Richmond, California.

7 Following the signing of the LDA in 2004 and in accordance with the California
8 Environmental Quality Act (CEQA), the Court finds that the City conducted a multi-year review
9 of potential environmental impacts resulting from several proposed projects, including a project
10 with residential units.¹ In 2011, the City certified a final environmental impact report (EIR) for
11 potential projects at Point Molate. No party challenged the EIR.

12 In this Action, Plaintiffs allege, *inter alia*, that the City breached the LDA; the City denies
13 Plaintiffs' claims.

14 In accordance with the stipulated request of the Parties, and good cause appearing,

15 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

16 1. Under 28 U.S.C. §§ 1331 and 1362, the Court has jurisdiction over the Action and
17 shall retain such jurisdiction to enforce this Judgment.

18 2. The Court expressly finds and determines that the terms of this Judgment are fair,
19 reasonable and in the public interest.

20 **DEFINITIONS**

21 3. "Judgment" shall mean this Judgment and all exhibits attached hereto.
22
23
24
25

26 ¹ The project with residential units analyzed in the 2011 Certified EIR is consistent with
27 the City's previously approved Point Molate Reuse Plan, which the City adopted to comply with
28 the terms of the transfer of Point Molate from the U.S. Navy to the City. The Reuse Plan
expressly contemplates 670 residential units at Point Molate and Alternative D of the Certified
2011 EIR analyzed a project with more than 670 residential units.

1 4. "Point Molate" or the "Property" shall mean the approximately 270 acres of
2 upland and 134 acres² of tidal and submerged real property that was transferred to the City by the
3 United States Navy in or around September 2003, and the "Remainder Property" transferred to
4 the City by the Navy in or around September 2009.

5 5. "Development Areas" shall mean the four development areas shown on Figure 6,
6 Land Use Areas, Point Molate Reuse Plan (attached as Exhibit A) or any parcel subsequently
7 designated or subdivided from those four Development Areas subject to the provisions of
8 Paragraph 20.

9 6. "Point Molate Reuse Plan" shall mean the Reuse Plan prepared by a 45-member
10 Blue Ribbon Advisory Committee in or around March 1997, and adopted by the Richmond City
11 Council in 1997. In 2002, the U.S. Navy published a "Record of Decision for Disposal and Reuse
12 of the Fleet Industrial Supply Center, Naval Fuel Depot, Point Molate, CA" (67 Fed. Reg. 41967,
13 June 20, 2002) based on the Point Molate Reuse Plan, which included residential use as one of
14 three alternatives. A complete copy of the Point Molate Reuse Plan is attached as Exhibit B and
15 it is also available on the City's website at
16 <https://www.ci.richmond.ca.us/DocumentCenter/Home/View/7510>. The City shall maintain a
17 hard copy of the Point Molate Reuse Plan for review by the public.

18 7. "Certified EIR" shall mean the final Environmental Impact Report certified by the
19 City on or about March 8, 2011, which can be located at
20 <http://www.ci.richmond.ca.us/1863/Point-Molate-Resort-and-Casino>, and any and all errata,
21 addenda or other modifications thereto, and as the same may be amended, supplemented or
22 updated. The City shall maintain a hard copy of the Certified EIR for review by the public.

23 8. "Discretionary City Approvals" shall mean all discretionary approvals made by the
24 City necessary to entitle development and construction of the Development Areas. The
25 Discretionary City Approvals shall allow for a minimum of 670 residential units and further the
26

27 ² Any variation of the total acreage shall not alter the Parties obligations regarding the
28 Property, which the Parties understand to mean the total land transferred from the Navy to the
City in 2003 and 2009.

goals of the Point Molate Reuse Plan, including preservation of open space and rehabilitation of the Core I Historic District (including Building 6). Those 670 residential units must comply with the requirements of the City's inclusionary housing ordinance in effect at this time. That compliance can be met either by (i) providing within the City the percentage of below market units presently specified in section 15.04.810.063 of the City's Municipal Code or (ii) paying an in-lieu fee, which must equal the amounts presently applied to residential projects within the City. Discretionary City Approvals includes any additional review and actions required under CEQA, zoning changes, and general plan amendments, but excludes (1) design review permits and certificates of appropriateness by the City; (2) ministerial permits provided by the City; and (3) other approvals or permits provided by any entity other than the City, such as the United States government, State of California, or regional agencies, such as the Bay Conservation Development Commission and the Regional Water Quality Control Board. The City shall diligently process any required design review permits and certificates of appropriateness and ministerial permits to be provided by the City; and City shall also diligently process and cooperate with all requests for information that might be required for any other approvals or permits provided by any entity other than the City, such as the United States government, State of California, or regional agencies, such as the Bay Conservation Development Commission and the Regional Water Quality Control Board.

9. "Effective Date" shall mean the date this Judgment is entered by the Court.

10. "Revenues" shall mean all amounts received or earned by City or Plaintiffs from the sale or development or long-term leasing (more than one (1) year) of any portion of the Development Areas, including, without limitation, any amounts received for (i) exclusive rights to negotiate, (ii) any purchase monies or purchase deposits paid, (iii) any option payments, (iv) any amounts paid pursuant to a services agreement or any similar one-time payment, or recurring payments made to City or Plaintiffs by the purchaser(s), developer(s), builder(s) or any subsequent owner of any portion of the Development Areas or (v) any reimbursement for costs or expenses incurred pursuant to Paragraph 24. "Revenues" does not include grants, reimbursements paid to the City or to Plaintiffs by a third party (e.g., developer) for costs incurred

1 in the pre-development phase other than costs incurred under Paragraph 24, short-term rental/use
2 fees collected by the City prior to the sale of the Development Areas, property taxes or other
3 taxes paid to the City and proceeds received from a financing district.

4 11. "Customary Fees" means fees paid to City for permits or similar customary
5 administrative fees, cost-recovery fees, development fees and/or impact fees (e.g., traffic, school
6 and in-lieu housing impact fees) in amounts routinely charged and similarly collected by the City
7 on other projects.

8 12. "Sale" or "Sold" or "Sell" or any similar term relating to the sale of the property
9 that is the subject of this Judgment, shall mean close of escrow upon which purchase monies are
10 paid to City or Plaintiffs in exchange for which title to the portion of the property being sold in
11 that transaction is simultaneously transferred to the buyer(s). The terms "Sale" or "Sold" or
12 "Sell" shall also include execution of a contract or agreement to sell any portion of the
13 Development Areas so long as the sale of a substantial portion of any one of the Development
14 Areas is closed and title transferred within 48 months of the Effective Date, with the
15 understanding that such contracts/agreements are to facilitate phased developments and must
16 remain in effect until the final parcel of the Development Area at issue is sold.

17 13. "Entitlement Costs" shall mean all costs incurred after the Effective Date, which
18 directly concern the issuance of entitlements and compliance with CEQA, including, without
19 limitation, the preparation of environmental review documents and costs similar to those
20 Plaintiffs previously paid prior to completion of the Certified EIR. The City is responsible for
21 Entitlement Costs and related legal fees.

22 14. "Pre-Development Costs" shall mean other costs incurred after the Effective Date,
23 such as surveying and engineering consulting fees, and other costs associated with creating
24 parcels, escrow fees, and title fees, and legal fees related to the disposition of the property,
25 including, but not limited to, legal counsel for preparing and reviewing contracts and agreements,
26 parcel maps, and subdividing and surveying the property.

27 15. "Net Revenue" shall mean Revenues less Customary Fees and Pre-Development
28 Costs.

COMPLIANCE REQUIREMENTS

16. Within 24 months from the Effective Date, in accordance with CEQA and other applicable law, City shall provide Discretionary City Approvals, as defined in Paragraph 8 of this Judgment.

17. The Court anticipates and expects that City will receive and consider input from the public with respect to the future development of Point Molate. Nothing herein shall prohibit or limit the City from holding public workshops or receiving any other public input with respect to any future development considered by City pursuant to this Judgment, including selection of a master developer or developers.

18. Of the approximately 270 acres of upland area, the Point Molate Reuse Plan designates approximately 30% as Development Areas and 70% as open space, the ratio of which shall not change. In the Core Historic District (including Building 6), there are 374,572 square feet of contributing structures (based on the list in Table 3.6-1 and Figure 3.6-6 from the Certified EIR), all of which shall be preserved for adaptive reuse.

19. City may utilize the existing Certified EIR and prior studies pertaining to the Property to the extent possible to comply with CEQA.

20. The Discretionary City Approvals may adjust lot lines as allowed and analyzed under the Certified EIR, or otherwise to allow for construction of the residential units on different portions of the Property than is set forth in the Point Molate Reuse Plan and may allow for more than 670 residential units and non-residential use, insofar as this is consistent with the overall open space preservation goals of the Point Molate Reuse Plan.

21. Within 48 months of the Effective Date or 24 months of the City issuing the last Discretionary City Approval, whichever occurs earlier, City must market the Development Areas for sale to one or more qualified developer(s) or builder(s) using commercially reasonable efforts. At the City's discretion, separate portions of the Development Areas may be sold to different developers or builders to increase the sales price derived from the sale of the Development Areas. With the consent of the Parties, which consent must be made by a writing signed by all Parties, Development Areas or parcels may be leased long term instead of being sold. Prior to the Sale of

1 the Development Areas, either Party may elect to have an independent, third-party that is selected
2 jointly by the Parties verify that the subject Sale is fair and reasonable and the product of an arms-
3 length negotiation, and such verification shall be a condition precedent to completion of such
4 Sale. The Parties shall share evenly the costs associated with any such verification.

5 22. Plaintiffs Tribe and Upstream, on the one hand, and City, on the other hand, will
6 split all Net Revenues 50/50.

7 23. Within thirty (30) days of receiving any Revenues, City shall notify Upstream and
8 the Tribe of the amount and source of such Revenues. Within sixty (60) days of receiving any
9 Revenues, City shall distribute 50% of any Net Revenues via wire transfer into a banking account
10 to be designated by Plaintiffs in writing within thirty (30) days of the Effective Date, or as may be
11 designated in writing thereafter by Plaintiffs.

12 24. City shall bear all expenses of maintaining and securing the Property, until the
13 Development Areas are sold to a third party.

14 25. If the Northern Development Area, Southern Development Area, Central
15 Development Area, or any portions thereof, are not Sold within 48 months of the Effective Date
16 or 24 months of City approving the last Discretionary City Approval, whichever occurs first
17 ("City Sale Deadline"), Plaintiffs or either of them as designated by Upstream and the Tribe in
18 writing, shall have the option to buy such Development Area(s) or portions thereof for a purchase
19 price of \$100 per Development Area or portion thereof. Plaintiffs' option to purchase the
20 Development Area shall include up to fifty percent of the land-side portion of the shoreline knoll
21 referenced in the Certified EIR. Promptly after Plaintiffs, or either them, exercise the option
22 granted herein, City shall be obligated to forthwith sell the parcels identified in the exercise of the
23 option, or portions thereof, to Plaintiffs, or either of them. Within thirty (30) days of the Effective
24 Date, City shall cause a memorandum of this Judgment to be recorded on title to the Property,
25 which shall reference the above-referenced option of Upstream and Tribe.

26 26. For each parcel of the Development Area or portion thereof sold to Plaintiffs, upon
27 a sale by either of them of such parcel(s), Plaintiffs shall pay to the City fifty percent (50%) of the
28 Net Revenues received by Plaintiffs. Plaintiffs must sell any Development Area or portion

thereof purchased pursuant to this Judgment within 5 years of the City's Sale Deadline or 4 years after the City makes a decision on any additional, discretionary City entitlements concerning any purchased portions, whichever is later, otherwise the Development Area(s) or portion(s) thereof revert back to the City, and the City shall pay Plaintiffs \$100 for each Development Area or portion thereof.³ If the City takes back property under this Paragraph, the Revenue sharing described in Paragraph 22 will still apply, and the City will have an on-going obligation to market and sell the remaining unsold portions of the Development Areas.

27. Within thirty (30) days of receiving any Revenue, Plaintiffs shall notify the City of the amount and source of such Revenue. Within sixty (60) days of receiving any Revenues, Plaintiffs shall distribute 50% of Net Revenue received by Plaintiffs to the City via wire transfer into a banking account to be designated in writing by the City.

28. Upstream and Tribe, or either of them as designated by Upstream and the Tribe in writing, and any of their transferees, may pursue development of the parcels in accordance with the Discretionary City Approvals, or may seek additional or new entitlements for the development of the parcels beyond the Discretionary City Approvals required by this Judgment that City may or may not grant in its sole discretion. The Parties, and each of them, acknowledge the Tribe, commencing in 2004 and ending in 2012, maintained an office in Building 123 at Point Molate.

REPORTING REQUIREMENTS

29. Absent further order from the Court, the Parties shall provide a joint update to the Court every 120 days regarding efforts to comply with the Judgment.

30. Within 30 days of a request made by Plaintiffs, or either of them, the City must provide Upstream and Tribe a copy of any contracts, agreements or other documents providing

³ For purposes of paragraph 26, discretionary City entitlements include any additional review and actions required under CEQA, zoning changes, and general plan amendments but excludes (1) design review permits and certificates of appropriateness by the City; (2) ministerial permits provided by the City; and (3) other approvals or permits provided by any entity other than the City, such as the United States government, State of California, or regional agencies, such as the Bay Conservation Development Commission and the Regional Water Quality Control Board.

1 for payment of Revenue to City with respect to any portion of the Property that is the subject of
2 this Judgment.

3 31. The City must provide Plaintiffs a copy of any agreements the City executes for
4 sale of any portion of the Property, including the Development Areas, within fifteen (15) days of
5 the City Council's approval of such agreement(s).

6 32. The reporting requirements of this Judgment do not relieve City of any reporting
7 obligations required by any other federal, state or local law, regulation, permit or other
8 requirement.

9 33. Notwithstanding the foregoing, Upstream and Tribe may use and disclose any
10 information provided pursuant to this Judgment in any proceeding to enforce the provisions of
11 this Judgment and as otherwise permitted by law.

12 AUDITING OPTION

13 34. The City shall keep accurate and complete accounting records of all transactions
14 relating to the maintenance, entitlement, development, sale of, or receipt of funds relating to the
15 Property, including, without limitation, any records of Revenues or other monies paid to or
16 received by City relating to the Property, all accounting records, invoices, ledgers, cancelled
17 checks, deposit slips, bank statements, original estimates, estimating work sheets, contracts or
18 contract amendments, change order files, insurance documents, memoranda and correspondence.
19 City shall establish and maintain a reasonable accounting system that enables City to readily
20 identify City's costs, expenses, Revenues, and other monies paid to or received by City relating to
21 the Property.

22 35. Upon no less than 30 days' written notice, and no more than once a year during the
23 first five years after the Effective Date, Upstream and Tribe and their authorized representatives
24 may audit, examine and make copies of City's records kept by or under City's control relating to
25 its performance under this Judgment, including, without limitation, records of all Revenues or
26 other monies paid to, received by, or committed to City relating to sale or development of the
27 Property. If an audit is requested, City, at Plaintiffs' expense, shall make its records available for
28 examination and copying during regular business hours at City's offices or another location as

1 mutually agreed by the Parties. Excluded from any audit are records protected by federal, state,
2 and local privilege laws, including any records that would fall under exemptions set forth in the
3 California Public Records Act.

4 36. Costs of any audits conducted under the authority of this right to audit will be
5 borne by Upstream and Tribe unless the audit identifies City's failure to disburse more than
6 \$50,000 owed to Upstream and Tribe hereunder, in which case City shall reimburse Upstream
7 and Tribe for the costs of the audit.

8 COMPLIANCE WITH CEQA AND OTHER LAWS

9 37. The Parties acknowledge, and the Court expressly finds and orders, that this
10 Judgment is not an approval of a project, and the City is responsible for compliance with all
11 federal, state and local laws, regulations, and permits, relating to the Property, including
12 compliance with CEQA. This finding and order may be asserted by the Parties as a bar to any
13 suit challenging the validity of this Judgment.

14 RELEASE

15 38. Upon entry of this Judgment, Plaintiffs, and each of their respective executors,
16 representatives, heirs, successors, assigns, bankruptcy trustees, guardians, and all those who claim
17 through them or who assert claims on their behalf, will be deemed to have completely released
18 and forever discharged City from any claim, right, demand, charge, complaint, action, cause of
19 action, obligation, or liability of any and every kind, based on an alleged violation of the LDA or
20 its amendments, in connection with the sale and/or development of Point Molate, and all claims
21 for monetary, equitable, declaratory, injunctive, or any other form of relief, whether known or
22 unknown, suspected or unsuspected, under the law of any jurisdiction, which Plaintiffs ever had
23 or now have, resulting from, arising out of, or in any way, directly or indirectly, connected with
24 the claims raised in the Action or in the California state court action entitled *The City of*
25 *Richmond v. Upstream Point Molate, LLC*, filed in Contra Costa County Superior Court, Case
26 No. C11-01834 ("State Court Action"), or claims which could have been raised in the Action or
27 State Court Action based on or relating to the same facts.

1 39. Upon entry of this Judgment, City, and all those who claim through City or who
2 assert claims on behalf of City, will be deemed to have completely released and forever
3 discharged Plaintiffs, and each of their respective executors, representatives, heirs, successors,
4 assigns, bankruptcy trustees, guardians, and all those who claim through them or who assert
5 claims on their behalf, from any claim, right, demand, charge, complaint, action, cause of action,
6 obligation, or liability of any and every kind, based on an alleged violation of the LDA or its
7 amendments, in connection with the sale and/or development of Point Molate, and all claims for
8 monetary, equitable, declaratory, injunctive, or any other form of relief, whether known or
9 unknown, suspected or unsuspected, under the law of any jurisdiction, which the City ever had or
10 now has, resulting from, arising out of, or in any way, directly or indirectly, connected with the
11 claims raised in the Action or in the State Court Action, or claims which could have been raised
12 in the Action or State Court Action based on or relating to the same facts.

13 40. As of the Effective Date, all claims asserted in this Action shall be and hereby are
14 dismissed with prejudice. The Parties further agree that they will dismiss with prejudice the
15 claims asserted in the State Court Action.

16 41. The Parties, and each of them, each waive and release any and all provisions,
17 rights, and benefits conferred either (a) by section 1542 of the California Civil Code, or (b) by
18 any law of any state or territory of the United States, or principle of common law, which is
19 similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to
20 the claims released pursuant to Section 4.1. Section 1542 of the California Civil Code reads:

21 Section 1542. General Release, extent. A general release does not extend to
22 claims which the creditor does not know or suspect to exist in his favor at the time
23 of executing the release, which if known by him must have materially affected his
24 settlement with the debtor.

25 The Parties, and each of them, may hereafter discover facts other than or different from
26 those that they know or believe to be true with respect to the subject matter of the claims released
27 pursuant to the terms of this Judgment, but the Parties, and each of them, expressly agree that,
28 upon entry of the Judgment, they shall have waived and fully, finally, and forever settled and

1 released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or
 2 non-contingent claim with respect to the claims released, whether or not concealed or hidden,
 3 without regard to subsequent discovery or existence of such different or additional facts.

4 42. The Parties shall bear their own costs of this action, including attorneys' fees,
 5 except that the prevailing party in any action or proceeding to enforce the terms of this Judgment
 6 shall be entitled to recover, from the non-prevailing party, all reasonable costs, including
 7 reasonable attorney's fees.

8 43. Nothing in this Judgment is intended to limit or expand the Tribe's right to
 9 continue to pursue its claims asserted in this Action against the Federal Defendants, which
 10 expressly are not resolved herein, or to pursue any lands be taken into trust by the United States
 11 for the benefit of the Tribe, for any lawful purposes. The Tribe will request to license City-owned
 12 or City-controlled property for Tribe use and the City will process that request in the normal
 13 course, in the same manner as other such requests are processed.

14 NOTICES

15 44. Unless otherwise specified in this Judgment, whenever notifications, submissions,
 16 or communications are required by this Judgment, they shall be made in writing and addressed as
 17 follows:

18 As to Upstream by email: Jim.Levine@upstream.us.com; and
 19 garet@okccfelaw.com

20 As to Upstream by mail: Jim Levine
 21 Upstream Point Molate LLC
 22 2000 Powell Street, Suite 920
 23 Emeryville, CA 94608
 24 (510) 350-4101

and

Garet D. O'Keefe
 O'Keefe & O'Keefe LLP
 1068 Cragmont Avenue
 Berkeley, CA 94708
 (510) 282-0319 (t)

26 As to the Tribe by email: mdwastenot@gmail.com; and
 27 scotterowell@clotag.net
 28

As to the Tribe by mail:

Guidiville Rancheria of California
P.O. Box 339
Talmage, CA 95481
Attention: Merlene Sanchez, Chairperson

and

Scott Crowell
Crowell Law Offices – Tribal Advocacy Group
1487 W. State Route 89A, Suite 8
Sedona, AZ 86336
(425) 802-5369 (I)

As to City by email:

agonzalez@mofa.com
amezcua@mofa.com

and

Bruce_Goodmiller@ci.richmond.ca.us
Rachel_Sommovilla@ci.richmond.ca.us

As to City by mail:

Arturo González
Alexis Amezcua
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105

and

Bruce Reed Goodmiller
Rachel Sommovilla
City Attorney's Office
450 Civic Center Plaza
P.O. Box 4046
Richmond CA 94804-1630

45. Any Party may, by written notice to the other Parties, change its designated notice recipient(s) or notice address provided above.

46. Notices submitted pursuant to this Section shall be deemed submitted upon receipt, unless otherwise provided in this Judgment or by agreement of the Parties in writing.

RETENTION OF JURISDICTION

47. The Court shall retain jurisdiction over this Action to enforce the terms of this Judgment. To avoid doubt, this Judgment applies to and is binding upon the Tribe and Upstream and the City, and their respective heirs, successors, assigns and future councils for the City and the Tribe. Consistent with settled law, any change in the composition of the City Council for the City shall not alter the City's obligations under this Judgment.

48. This Judgment embodies the final, complete and exclusive agreement and understanding among the Parties with respect to the agreement reflected in this Judgment and supersedes all prior agreements and understandings, whether oral or written, concerning settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Judgment (if any), the Parties acknowledge that there are no representations, agreements, or understandings relating to the disposition of the Action other than those expressly contained in this Judgment.

Dated: April 12, 2018


YVONNE GONZALEZ ROGERS
UNITED STATES DISTRICT COURT

1 FOR THE GUIDIVILLE RANCHERIA OF CALIFORNIA:

2
3 Dated: 4-2-18

Merlene Sanchez
MERLENE SANCHEZ
Tribal Chairperson

6
7 As to Form:

8 CROWELL LAW OFFICES -- TRIBAL
9 ADVOCACY GROUP

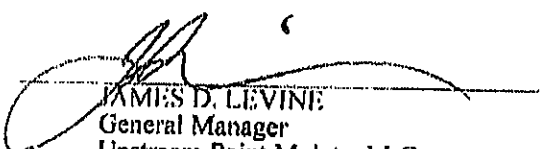
10 Dated: 4-3-18

11 By:

Scott Crowell
Scott Crowell
Attorneys for Plaintiff Guidiville
Band of Pomo Indians

1 FOR UPSTREAM POINT MOLATE, LLC;
2

3 Dated: 4/5/18
4


JAMES D. LEVINE
General Manager
Upstream Point Molate, LLC

6 AS TO FORM:
7

8 O'KEEFE & O'KEEFE LLP
9

10 Dated: 3/30/18
11

By: 
Garet D. O'Keefe
Attorneys for Plaintiff UPSTREAM
POINT MOLATE LLC
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1 FOR CITY OF RICHMOND:

2 Dated: 4/4/18

WLL
BILLY LINDSAY
City Manager, City of Richmond

5 AS TO FORM:

6 CITY ATTORNEY FOR CITY OF RICHMOND

7
8 Dated: 4/4/18

9 By:

BRL
Bruce Reed Goodmiller
Attorneys for Defendant CITY
OF RICHMOND

10
11 ALEXIS AMEZCUA
12 NAVI SINGH DILLON
13 MORRISON & FOERSTER LLP

14 Dated:

15 By:

Arturo González
Attorneys for Defendant CITY
OF RICHMOND

1 FOR CITY OF RICHMOND:

2
3 Dated: _____

BILL LINDSAY
City Manager, City of Richmond

5 AS TO FORM:

6 CITY ATTORNEY FOR CITY OF RICHMOND

7
8 Dated: _____

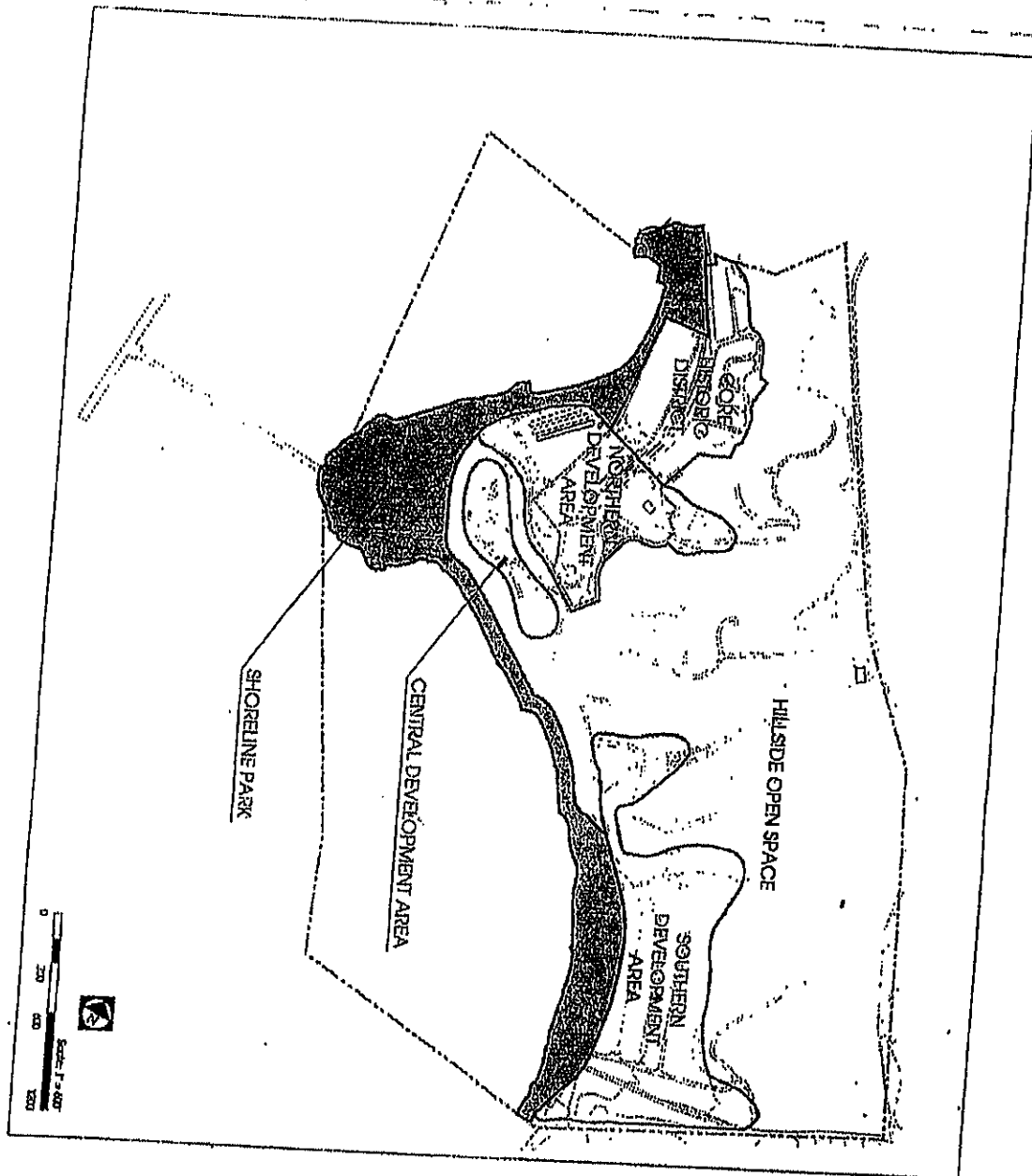
9 By: _____
Bruce Reed Goodmiller
Attorneys for Defendant CITY
OF RICHMOND

11 ALEXIS AMEZCUA
NAVI SINGH DHILLON
MORRISON & FOERSTER LLP

12
13
14 Dated: 4/3/18

15 By: 
Arturo Gonzalez
Attorneys for Defendant CITY
OF RICHMOND

EXHIBIT A



POINT MOLATE REUSE PLAN City of Richmond

Figure
Land Use Areas

Development Area
Historic District Boundary
in Northern Development Area

Environmental Assessment

EXHIBIT 8

SETTLEMENT SHARING AGREEMENT

THIS SETTLEMENT SHARING AGREEMENT (this "Agreement") is made as of March ____, 2018 (the "Effective Date"), by and among UPSTREAM POINT MOLATE, LLC, a California limited liability company ("Upstream"), THE GUIDIVILLE BAND OF POMO INDIANS OF THE GUIDIVILLE RANCHERIA, a federally-recognized Indian tribe ("Guidiville") and AHG GROUP, LLC, a Florida limited liability company ("AHG").

- A. Upstream and Guidiville executed and delivered to the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria, a federally-recognized Indian tribe ("Scotts Valley") that certain Promissory Note, dated on or about December 30, 2006, in the principal amount of \$3,500,000 ("Note 1") and that certain Promissory Note, dated on or about November 29, 2007, in the principal amount of \$2,900,000 ("Note 2"; Note 1 and Note 2 are referred to collectively herein as the "Notes").
- B. Scotts Valley has delivered, and assigned all of its right, title and interest in, the Notes to AHG.
- C. The Notes were executed in connection with the potential development of Point Molate in Richmond, California (the "Point Molate Project").
- D. Since 2011, Upstream and Guidiville have been engaged in litigation with the City of Richmond, among others, with respect to the Point Molate Project (the "Richmond Litigation").
- E. Upstream and Guidiville are currently negotiating a settlement of the Richmond Litigation with the City of Richmond (the "Settlement").
- F. AHG, Upstream and Guidiville desire to set forth the terms on which AHG, Upstream and Guidiville will share in the net proceeds of the Settlement in full satisfaction of all obligations remaining under the Notes.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, it is hereby agreed by and between the parties as follows:

1. **Allocation of Settlement Payments.** AHG shall receive 25% of the first \$20,000,000 of Net Proceeds (as defined below) and 20% of any Net Proceeds in excess of \$20,000,000. Guidiville and Upstream shall pay AHG its pro-rata share of each installment of Net Proceeds within twenty days after Guidiville and Upstream receive such Net Proceeds. AHG acknowledges that the Net Proceeds are anticipated to be received over several years in several installments and will likely result in a total payment that is less than the amount currently due under the Notes. "Net Proceeds" means all amounts received by Guidiville and Upstream as a result of the Settlement, less all amounts incurred by Guidiville and Upstream after the Effective Date in recovering such amounts, provided that for the purpose of calculating Net Proceeds, contingency fees due Guidiville and Upstream's counsel of record in the Richmond Litigation, including O'Keefe & O'Keefe LLP and Dean Hanley, shall not be deducted (non-contingency fees and other third-party litigation and settlement costs and expenses shall be deducted); any

such amounts due such counsel shall be paid out of Net Proceeds only after calculating AHG's share of such Net Proceeds.

2. Effect of the Notes. The parties agree that all of Upstream's and Guidiville's obligations under the Notes will be suspended immediately upon execution of the Settlement with the City of Richmond, and will remain suspended during the performance of all obligations arising under the Settlement. Upon completion of all of Upstream's and Guidiville's obligations under the Settlement and this Agreement, Upstream and Guidiville shall provide written notice that they have paid all monies due AHG under this Settlement Sharing Agreement, at which time AHG shall return the original Notes to Upstream and Guidiville, marked cancelled. That Notice shall be given by Upstream to AHG upon the payment to AHG of its share of sale proceeds of the final Pt. Molate parcel to be sold under Upstream's and Guidiville's Settlement Agreement with the City of Richmond (Notice Date). That Notice and the payments provided for in this Agreement will constitute full satisfaction of all amounts due under the Notes. From and after the Notice Date, the Notes shall be of no further force or effect and Upstream and Guidiville shall have no liability to AHG. Upon execution of this Settlement Sharing Agreement, a copy of this Agreement shall be stapled to the original Notes and the Notes shall be placed by AHG into Escrow. In the case of any inconsistencies between the Notes and this Agreement, this Settlement Sharing Agreement shall take precedence.

3. Authority; No Assignment of Notes. AHG warrants that no other person or entity has claimed or now claims any interest in the Notes and that AHG has the sole right and exclusive authority to execute this Agreement and to release the Notes to Upstream in accordance with this Agreement.

4. Binding on Successors. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors, and assigns. The parties to this Agreement acknowledge and agree that they have been represented in this matter by competent counsel and that they have had the terms and meaning of this Agreement explained to them by counsel and that, with their advice, they have freely and voluntarily signed this Agreement.

5. Construction of Ambiguities. Counsel for each party has participated fully in the preparation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

6. Entire Agreement. Each party hereto warrants that no promise, inducement or agreement not expressed herein has been made to it in connection with this Agreement, and that this Agreement constitutes the entire agreement between the parties herein named. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of the parties thereto. Each party hereto hereby agrees and acknowledges that it will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

7. Severability. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but, rather, this Agreement shall

be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

8. Governing Law. This Agreement shall construed and interpreted in accordance with the laws (excluding conflict of laws principles) of California.

9. Counterparts and Facsimile Signatures. This Agreement may be executed in duplicate originals, each of which shall be equally admissible in evidence. Facsimile signatures will have the same force and effect as original signatures.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

THE GUIDIVILLE BAND OF POMO INDIANS OF THE GUIDIVILLE RANCHERIA, a federally-recognized Indian tribe

By: _____
Name:
Title:

UPSTREAM POINT MOLATE, LLC, a California limited liability company

By: _____
James D. Levine
Manager

AHG GROUP, LLC, a Florida limited liability company
By: AHG Manager, LLC, a Florida limited liability company, its Manager

By: _____
Name: Alan H. Ginsburg
Title: Manager

SETTLEMENT SHARING AGREEMENT

THIS SETTLEMENT SHARING AGREEMENT (this "Agreement") is made as of March ___, 2018 (the "Effective Date"), by and among UPSTREAM POINT MOLATE, LLC, a California limited liability company ("Upstream"), THE GUIDIVILLE BAND OF POMO INDIANS OF THE GUIDIVILLE RANCHERIA, a federally-recognized Indian tribe ("Guidiville") and AHG GROUP, LLC, a Florida limited liability company ("AHG").

- A. Upstream and Guidiville executed and delivered to the Scotts Valley Band of Pomo Indians of the Sugar Bowl Rancheria, a federally-recognized Indian tribe ("Scotts Valley") that certain Promissory Note, dated on or about December 30, 2006, in the principal amount of \$3,500,000 ("Note 1") and that certain Promissory Note, dated on or about November 29, 2007, in the principal amount of \$2,900,000 ("Note 2"; Note 1 and Note 2 are referred to collectively herein as the "Notes").
- B. Scotts Valley has delivered, and assigned all of its right, title and interest in, the Notes to AHG.
- C. The Notes were executed in connection with the potential development of Point Molate in Richmond, California (the "Point Molate Project").
- D. Since 2011, Upstream and Guidiville have been engaged in litigation with the City of Richmond, among others, with respect to the Point Molate Project (the "Richmond Litigation").
- E. Upstream and Guidiville are currently negotiating a settlement of the Richmond Litigation with the City of Richmond (the "Settlement").
- F. AHG, Upstream and Guidiville desire to set forth the terms on which AHG, Upstream and Guidiville will share in the net proceeds of the Settlement in full satisfaction of all obligations remaining under the Notes.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, it is hereby agreed by and between the parties as follows:

1. Allocation of Settlement Payments. AHG shall receive 25% of the first \$20,000,000 of Net Proceeds (as defined below) and 20% of any Net Proceeds in excess of \$20,000,000. Guidiville and Upstream shall pay AHG its pro-rata share of each installment of Net Proceeds within twenty days after Guidiville and Upstream receive such Net Proceeds. AHG acknowledges that the Net Proceeds are anticipated to be received over several years in several installments and will likely result in a total payment that is less than the amount currently due under the Notes. "Net Proceeds" means all amounts received by Guidiville and Upstream as a result of the Settlement, less all amounts incurred by Guidiville and Upstream after the Effective Date in recovering such amounts, provided that for the purpose of calculating Net Proceeds, contingency fees due Upstream's counsel of record in the Richmond Litigation, including O'Keefe & O'Keefe LLP and Dean Hanley, shall not be deducted (non-contingency legal fees, including those due Crowell Law Offices Tribal Advocacy Group, Guidiville's counsel of

record, and other third-party litigation and settlement costs and expenses shall be deducted); any such amounts due such counsel shall be paid out of Net Proceeds only after calculating AHG's share of such Net Proceeds. "Net Proceeds" shall not include any revenues generated by gaming operations.

2. Effect of the Notes. The parties agree that all of Upstream's and Guidiville's obligations under the Notes are immediately suspended, and will remain suspended until written notice from Upstream and Guidiville that they have paid all monies due AHG under this Settlement Sharing Agreement, at which time AHG shall return the original Notes to Upstream and Guidiville, marked cancelled. That Notice shall be given by Upstream to AHG upon the payment to AHG of its share of sale proceeds of the final Pt. Molate parcel to be sold under Upstream's and Guidiville's Settlement Agreement with the City of Richmond (Notice Date). That Notice and the payments provided for in this Agreement will constitute full satisfaction of all amounts due under the Notes. From and after the Notice Date, the Notes shall be of no further force or effect and Upstream and Guidiville shall have no liability to AHG. Upon execution of this Settlement Sharing Agreement, a copy of this Agreement shall be stapled to the original Notes and the Notes shall be placed by AHG into Escrow. In the case of any inconsistencies between the Notes and this Agreement, this Settlement Sharing Agreement shall take precedence.

3. Authority; No Assignment of Notes. AHG warrants that no other person or entity has claimed or now claims any interest in the Notes and that AHG has the sole right and exclusive authority to execute this Agreement and to release the Notes to Upstream and Guidiville in accordance with this Agreement. The prior documents are inconsistent on the assignability of the Notes, however, to achieve the revenue-sharing goals of the Parties, this Agreement provides for payments to AHG that will ultimately satisfy all obligations under the Notes.

4. Binding on Successors. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors, and assigns. The parties to this Agreement acknowledge and agree that they have been represented in this matter by competent counsel and that they have had the terms and meaning of this Agreement explained to them by counsel and that, with their advice, they have freely and voluntarily signed this Agreement.

5. Construction of Ambiguities. Counsel for each party has participated fully in the preparation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

6. Entire Agreement. Each party hereto warrants that no promise, inducement or agreement not expressed herein has been made to it in connection with this Agreement, and that this Agreement constitutes the entire agreement between the parties herein named. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of the parties thereto. Each party hereto hereby agrees and acknowledges that it will make no claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

7. Severability. Should any provision of this Agreement be held invalid or illegal, such illegality shall not invalidate the whole of this Agreement, but, rather, this Agreement shall be construed as if it did not contain the illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

8. Governing Law. This Agreement shall construed and interpreted in accordance with the laws (excluding conflict of laws principles) of California.

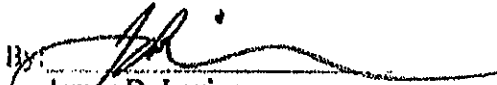
9. Counterparts and Facsimile Signatures. This Agreement may be executed in duplicate originals, each of which shall be equally admissible in evidence. Facsimile signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

THE GUIDIVILLE BAND OF POMO INDIANS OF THE GUIDIVILLE RANCHERIA, a federally-recognized Indian tribe

By: 
Name: Merlene Sanchez
Title: Chairperson

UPSTREAM POINT MOLATE, LLC, a California limited liability company

By: 
Name: James D. Levine
Title: Manager

AHG GROUP, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT 9

ASSIGNMENT OF CONTRACT

THIS ASSIGNMENT OF CONTRACT (this "Assignment") is made and entered into as of the 15th day of December, 2020 by **AHG Group, LLC**, a Florida limited liability company ("Assignor") and **Bluerock Real Estate Holdings, LLC**, a Florida limited liability company ("Assignee").

RECITALS

A. WHEREAS, Assignor entered into that certain Settlement Sharing Agreement dated March 2018 (the "Contract") with Upstream Point Molate, LLC, a California limited liability company and The Guidiville Band of Pomo Indians of the Guidiville Rancheria, a federally-recognized Indian tribe; and

B. Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's rights, privileges, duties and obligations under the Contract.

NOW THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Recitals. The above listed Recitals are true and correct and are incorporated herein by this reference as is fully set forth below.
2. Assignment. Assignor does hereby assign, grant, bargain and convey to Assignee, and Assignee does hereby accept and assume, all of Assignor's right, title and interest in and to the Contract.
3. Representations. Assignor warrants and represents to Assignee that neither Assignor nor any other party to the Contracts are or have been in default under the Contracts, and that all sums payable to Assignor thereunder as of the date hereof have been paid.
4. Right to Assign. Assignor warrants and represents to Assignee that it has the full right to assign the Contract to Assignee and no approval from any other person is required of such assignment.
5. Further Assurances. Assignor covenants with Assignee that it will execute or procure any additional documents necessary to establish the rights of Assignee hereunder and shall, at Assignee's expense, take such action as Assignee shall reasonably request to enforce any rights under any of the Contracts, Licenses and General Intangibles that are, by their terms, not assignable to Assignee.
6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignee and its respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date set forth above.

ASSIGNOR

AHG GROUP, LLC, a Florida limited liability company

By: AHG Manager, LLC, a Florida limited liability company, its manager

By: _____

Alan Ginsburg, Manager

ASSIGNEE

Bluerock Real Estate Holdings, LLC, a Florida limited liability company

By: Bluerock Investment Management, LLC, an Iowa limited liability company, its manager

By: _____

Gene Harris, Manager

Exhibit "A"

The Contract

EXHIBIT 10

Thomas N. O'Connor, Esq.
One Marina Park Drive, 16th Floor
Boston, MA 02210
toconnor@ocmlaw.net
(617) 515-2093

August 5, 2024

**VIA EMAIL – aginsburg@ced-concord.com; ahg@keptprivate.com
AND FIRST CLASS MAIL**

Alan H. Ginsburg
AHG Group, LLC
700 West Morse Blvd., STE 220
Winter Park, FL 32789

Re: Upstream Point Molate LLC – AHG Group, LLC

Dear Mr. Ginsburg:

I have been retained as legal counsel by Lanesborough Point Molate, LLC (“Lanesborough”), a Founding Member of Upstream Point Molate, LLC (“UPM”).

Lanesborough understands that AHG Group, LLC (“AHG”) claims to be the assignee of two promissory notes relating to the project at Point Molate, California, and which are referenced in that certain document entitled “Settlement Sharing Agreement,” dated on or about March 2018. That Settlement Sharing Agreement was executed by James D. Levine, in his capacity as the “manager” of UPM.

Based on the information we have gathered to date, and Mr. Levine’s failure or refusal to provide the required documentation from UPM, the Settlement Sharing Agreement, and any and all other agreements with AHG executed by Mr. James D. Levine, purportedly on behalf of UPM as its “manager,” were never authorized by UPM and were executed by Mr. Levine without authority or the requisite consents of the Founding Members. As such, any and all such agreements, including without limitation, the Settlement Sharing Agreement and any and all amendments thereto, are null, void, not binding on, and unenforceable against, UPM. Accordingly, UPM has no obligation to make payments under the notes or to pay anything to AHG pursuant to the Settlement Sharing Agreement.

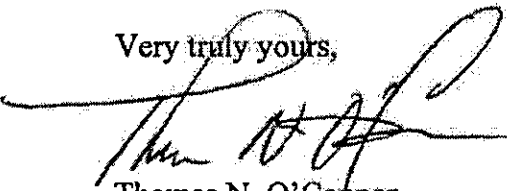
Lanesborough further understands that AHG claims to be entitled to collect directly on the two promissory notes. Those notes are dated December 30, 2006 and November 29, 2007,

respectively. The time for making demand under the notes accrued in or around March of 2012, and in any event well before July 2018. Thus, any claim for payment under the promissory notes is barred by the California statute of limitations; California Civil Code Section 337 (four years) or Section 3118(a) (six years), or both.¹

Should AHG assert any claim to collect under the Settlement Sharing Agreement or under either promissory note, Lanesborough, as a Founding Member, will instruct UPM to reject and fully defend any such claim, on the grounds set forth above and any other available defenses to such collection efforts. Should UPM not reject and defend against any such claim, Lanesborough will seek a determination by a court of competent jurisdiction that AHG has no right to collect any amounts under the Settlement Sharing Agreement or those promissory notes.

Thank you for your attention to this matter.

Very truly yours,



Thomas N. O'Connor

cc: Upstream Point Molate, LLC (via email – jim.levine@upstream.us.com)
Lanesborough Point Molate (via email – sbandolik@lanesborough-investments.com)
Coho Enterprises LLC (via email – jsalmon@gmail.com)
Chamberlain Partners, LLC (via email – jbodner@cohengroup.net)
Scott Crowell, Esq. (via email – scottcrowell@clotag.net)

¹ The longer statute of limitations under Section 3118(a) is inapplicable because the notes at issue are not negotiable instruments

EXHIBIT 11

SIEGAL & RICHARDSON, LLP

ATTORNEYS AT LAW

1760 SOLANO AVENUE, SUITE 202
BERKELEY, CA 94707
TELEPHONE: (510) 271-6720
FACSIMILE: (510) 500-9512

www.siegalrichardsonlaw.com

Joel H. Siegal
joel@siegalrichardsonlaw.com
Richard L. Richardson
rlr.legal@gmail.com
Laura A. Bandler
Laura@siegalrichardsonlaw.com

April 23, 2025

Guidiville Band of Pomo Indians

Attn: Mr. Scott Crowell, Esq. (scottcrowell@clotag.net)
Mr. Michael Derry (mdwastenot@gmail.com)

Sent via email

Subject: Assignment of Ginsburg Promissory Notes – Point Molate, Richmond, CA

Dear Mr. Crowell and Mr. Derry,

I represent Bluerock Real Estate Holdings, LLC (Bluerock), a Florida company to which Alan Ginsburg assigned two Promissory Notes (dated December 20, 2006 and November 29, 2006) which obligated the Guidiville Band of Pomo Indians (Tribe) and Upstream Point Molate LLC to pay certain amounts for loans Mr. Ginsburg's company AHG made to advance the Point Molate project. Alan Ginsburg lawfully assigned these notes to Bluerock on December 15, 2020. Copies of the assignment documents are attached.

We understand that these Promissory Notes were then subsumed within the Settlement Sharing Agreement executed by AHG, Upstream and the Tribe in March 2018, which, as a percentage of the total settlement, calls for a payment just over \$9.1 Million as full satisfaction of these Notes. AHG assigned its rights under the Settlement Sharing Agreement to Bluerock on December 15, 2020, and a copy of that assignment is also attached. We further understand that members of Bluerock offered to reduce this \$9.1 million amount to provide additional funds to the Tribe, and that there is a payment schedule that has been developed which includes a payment of \$8,190,000 to Bluerock as full satisfaction of these Notes.

I am sending you this Assignment documentation because I understand you identified a potential issue in re-paying Alan Ginsburg due to a prior gaming licensing determination by the Tribe with respect to Mr. Ginsburg. With the 2020 assignment of these Notes and the rights under the Settlement Sharing Agreement, Mr. Ginsburg is no longer involved in the Notes, and although Mr. Ginsburg would like to later resolve the gaming determination issue, there is no longer any potential licensing issue in paying the assigned Notes.

Please let us know that this satisfies the Tribe's concerns, and that we can expect the Notes to be paid out of the pending land sale escrow.

Please reach out to me at (joel@siegalrichardsonlaw.com) to confirm you received this information, or with any questions or concerns.

Thank you.

A handwritten signature in black ink, appearing to read 'Joel Siegal', written in a cursive style.

Joel Siegal

EXHIBIT 12



May 6, 2025

By Email

Joel Siegal¹
Siegal & Richardson, LLP
1760 Solano Avenue, Suite 202
Berkeley, California 94707
joel@siegalrichardsonlaw.com

Re: Guidiville Rancheria Response to Letter

Dear Joel:

On behalf of the Guidiville Rancheria of California (Tribe), I am responding to your letter of April 23, 2025. At this juncture, the Tribal Council is considering your letter, but has made the preliminary determination that no payment should be made to Alan Ginsburg, AHG Group, LLC, Blue Rock Real Estate Holdings, LLC, or any entity directly or indirectly related to Mr. Alan Ginsburg. Although it appears that Blue Rock's claims have no merit, we nonetheless are doing a thorough evaluation.

I have enclosed a letter, dated August 5, 2024, from Thomas N. O'Connor, lawyer, on behalf of one of Upstream's Founding Members, Lanesborough Point Molate, LLC. Mr. O'Connor sent his letter to Alan H. Ginsburg and AHG Group, LLC. Your letter makes no mention of Mr. O'Connor's letter, nor does it address the issues set forth in it, so I enclose the letter in case you and your client are not aware. And, importantly, we agree with the points made by Mr. O'Connor in his letter and reserve numerous other defenses on behalf of the Tribe.

Additionally, the Tribe is highly concerned that Mr. Ginsburg, or representatives on his behalf, have stated repeatedly but sporadically over many years that Mr. Ginsburg would take care of the Guidiville Gaming Commission's finding of unsuitability, but has failed to do so to date, or to do anything in that regard.

You have also provided no facts or circumstances surrounding the purported assignment(s) of the notes, including the assignment from Mr. Ginsburg to Blue Rock Real Estate Holdings. At this juncture, the Tribe has no information, other than knowing that Blue Rock is a long-time affiliate of Mr. Ginsburg, which gives rise to the reasonable inference that the assignment is nothing more than a sham transaction to circumvent the consequences of Mr. Ginsburg's unsuitability finding.

And in any case, given that Mr. Ginsburg's unsuitability finding is only a part of the many reasons why the Tribe owes nothing to Mr. Ginsburg, the subsequent "assignment" of Mr. Ginsburg's claim is likewise invalid for the simple reason that one cannot assign an otherwise

¹ I don't know if you'll recall, but we knew each other during law school.

G | D | B **Gatzke Dillon & Ballance LLP**
L A W Y E R S

Joel Siegal
May 6, 2025
Page 2

invalid claim. If you are able to provide any information regarding these issues, it will greatly assist the Tribal Council in making a final decision.

At this time, if the purchase and sale agreement closes with the Park District, the Tribe intends to distribute the sales proceeds to those people and entities that have a legal entitlement to such proceeds, and to sequester sufficient funds for unresolved claims. If the transaction closes, Upstream Point Molate LLC and its legal counsel will receive a significant portion of the sale proceeds, and presumably, Mr. Levine will receive a sizable portion of those funds.

Further, the Tribe has no position as to any claims Blue Rock may have against Mr. Levine. Please be advised that Mr. Levine does not now, and did not in the past, have any authority to make any representations of any kind on behalf of the Tribe.

Very truly yours,

/s/ Mark J. Dillon

Mark J. Dillon
of
Gatzke Dillon & Ballance LLP

Enclosure: Mr. O'Connor's letter (August 5, 2024)

cc: Tribal Council c/o Michael Derry
Michael Derry (mdwastenot@gmail.com)
Scott Crowell (scottcrowell@clotag.net)
Thomas O'Connor (toconnor@ocmlaw.net)
Jim Levine (jim.levine@upstream.us.com)
Donald Duncan (dduncan@guidville.net)



May 6, 2025

By Email

Joel Siegal¹
Siegal & Richardson, LLP
1760 Solano Avenue, Suite 202
Berkeley, California 94707
joel@siegalrichardsonlaw.com

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G | D | B **Gatzke Dillon & Ballance LLP**
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/s/ Mark J. Dillon

Mark J. Dillon
of
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Thomas O'Connor (toconnor@ocmlaw.net)
Jim Levine (jim.levine@upstream.us.com)
Donald Duncan (dduncan@guidville.net)

Thomas N. O'Connor, Esq.
One Marina Park Drive, 16th Floor
Boston, MA 02210
toconnor@ocmlaw.net
(617) 515-2093

August 5, 2024

**VIA EMAIL – aginsburg@ced-concord.com; ahg@keptprivate.com
AND FIRST CLASS MAIL**

Alan H. Ginsburg
AHG Group, LLC
700 West Morse Blvd., STE 220
Winter Park, FL 32789

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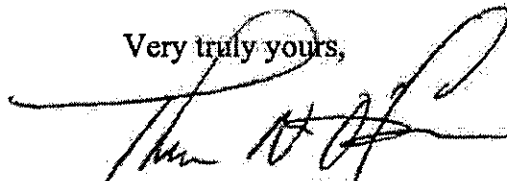
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