



STATE OF MAINE
COMMISSION ON GOVERNMENTAL ETHICS
AND ELECTION PRACTICES
135 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0135

To: Commissioners
From: Jonathan Wayne, Executive Director
Date: November 27, 2013
Re: Additional Documents for Agenda Item #2

I have attached two additional documents received by the Ethics Commission staff that we view as relevant to the Lewiston casino PAC investigation:

- a two-page Memorandum of Understanding in which the Lewiston-Auburn investors agreed to sell the Mill 5 option in exchange for specific cash payments and a percentage of casino profits
- a subsequent Option Agreement between the Lewiston-Auburn investors and M Five, Inc. (this version is signed by the chief executive officer of M Five, Inc.)

Thank you.

Mill 5 Option – Memorandum Of Understanding

This Option Agreement ("Agreement") is made this 1st day of August 2011 between Great Falls Recreation and Development, LLC, a Maine Limited Liability Company ("Great Falls") and Wild West Gaming, LLC, a Maryland Limited Liability Company ("WWG").

Whereas Great Falls has an option to purchase real property from the City of Lewiston, Maine known as Bates Mill 5 ("Mill 5 Option").

Whereas Great Falls has the right to transfer, assign or otherwise convey the Mill 5 Option, any part thereof, or any of its rights, duties, requirements or obligations thereunder to any other person or entity subject to the City of Lewiston's written approval which may not be unreasonably withheld, conditioned or delayed.

Whereas Great Falls has taken actions it has deemed advisable so that that the holder of the Mill 5 Option shall have the ability to develop a casino in Lewiston, Maine in the event that LD 986 passes a statewide referendum in November 2011 ("Referendum").

Whereas WWG desires to acquire an option to purchase the Mill 5 Option.

For the option payments detailed below, WWG shall acquire an option to purchase the Mill 5 Option.

Option Payments will be as follows:

Option Payment 1 - \$40,000 paid on July 30, 2011 (To be used to pay July 31, 2011 Mill #5 Option Payment of \$30,000 and the remaining \$10,000 to be used at Great Falls discretion)

Option Payment 2 - \$55,000 paid on September 2, 2011 to be used at Great Falls discretion.

Option Payment 3 - \$55,000 paid on October 7, 2011 to be used at Great Falls discretion.

Option Payment 4 - \$100,000 Paid on December 30, 2011 (To be used to pay Building Option Payment due on December 31, 2011 in the event the Referendum passes)

WWG, shall develop, plan, manage and pay for referendum marketing campaign.

This Agreement is subject to execution of a full Mill 5 Option Agreement.

Purchase Price of Mill 5 Option shall be payable as follows:

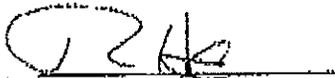
Payment 1: \$350,000 on or before June 30, 2012, but no later than the date WWG applies for a casino license with the Maine Gambling Control Board. This transfers 100% of the interests in the option to WWG. Great Falls will maintain a security interest in project to ensure Payments 2 and 3.

Payment 2: \$5,000,000 in 8 quarterly payments beginning 90 days after Casino opens to public for gaming.

Payment 3: (Ongoing) In addition, Great Falls shall receive, for 9 years from the date the Casino opens to the public for gaming, a quarterly payment that equals 5% of the after cascade net revenue for the preceding quarter ("Participation Payment"). Participation Payments shall be paid on the 15th of each month that follows the end of the quarter. In the 10th year from the date the Casino opens to the public for gaming, Great Falls shall receive a quarterly Participation Payment that equals 10% of the after cascade net revenue for the preceding quarter. Participation Payments shall be paid on the 15th of each month that follows the end of the quarter. These payments will occur on 4/15, 7/15, 10/15 and 1/15 of each year.

Agreed to on the date first above written by:

WWG Technologies, LLC


By: Ryan Hill, Manager

Great Falls Recreation and Development, LLC


By: Stavros Mendros

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement"), is made and entered into as of this ___ day of September, 2011, by and between GREAT FALLS RECREATION & DEVELOPMENT, LLC, a Maine limited liability company with an address at 135 Hogan Road, Lewiston, Maine ("Great Falls") and M FIVE, INC., a Maine corporation with a principal address at 10315 Thornbush Lane, Bethesda, Maryland ("M5").

EXPLANATORY STATEMENT

A. On June 21, 2010, Great Falls and the City of Lewiston, Maine (the "City") entered into an Option Agreement (the "Mill 5 Option;" all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Mill 5 Option) pursuant to which Great Falls obtained the right to purchase certain real property (the "Option Property") described therein for the purpose of redeveloping the Option Property as a casino and related amenities (the "Project").

B. On August 1, 2011, Great Falls and M5 entered into the Mill 5 Option -- Memorandum of Understanding pursuant to which Great Falls and M5 agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the parties hereby agree as follows:

1. Option to Acquire the Mill 5 Option.

1.1. In consideration of the option payments described in Section 1.2 below (the "Option Payments") and other agreements of M5 set forth herein, Great Falls hereby grants to M5 the option (the "M5 Option"), at any time during the eighteen (18) month period following the date hereof (the "Option Period"), to acquire the Mill 5 Option. The M5 Option shall be exercisable by M5's sending written notice thereof to Great Falls and by M5's timely making all Option Payments due hereunder, including the final payment described in Section 1.2.5 and compliance with the other terms and conditions of this Agreement. If M5 exercises the M5 Option, closing shall occur not later than ten (10) business days after the date of M5's notice.

1.2. As consideration for Great Falls' grant of the M5 Option and subject to Great Falls' use of the Option Payments set forth in this Section 1.2, M5 shall make the following Option Payments to Great Falls:

1.2.1. Forty Thousand Dollars (\$40,000.00), payable upon execution of this Agreement, Thirty Thousand Dollars (\$30,000.00) of which shall be used to reimburse Great Falls for the payment made to the City on July 31, 2011 under the Mill 5 Option;

1.2.2. Fifty Five Thousand Dollars (\$55,000.00), payable the execution of this Agreement;

1.2.3. Fifty Five Thousand Dollars (\$55,000.00), payable on October 7, 2011;

1.2.4. One Hundred Thousand Dollars (\$100,000.00), payable on December 30, 2011, which sum shall be used by Great Falls to pay to the City the Fourth Option Payment under the Mill 5 Option if the Statewide Ballot Measure passes; and

1.2.5. Subject to Section 1.5 below, Three Hundred Fifty Thousand Dollars (\$350,000.00) payable on the earlier to occur of (a) June 30, 2012, or (b) the date on which M5 applies for a casino license with the Maine Gambling Control Board (the "Board").

1.3. M5's failure to make any of the foregoing payments when due shall automatically result in the termination of the M5 Option. If Great Falls fails to make the disbursements to the City described in Sections 1.2.1 or 1.2.4, resulting in the termination by the City of the Mill 5 Option, Great Falls shall refund to M5 all Option Payments theretofore made by M5.

1.4. Section 13 of the Mill 5 Option permits Great Falls to assign the Mill 5 Option to a third party subject to the "City's written approval which may not be unreasonably withheld, conditioned or delayed." M5 shall seek said approval prior to the exercise of the M5 Option. If the City does not approve the transfer of the Mill 5 Option to M5 in the manner contemplated by this Agreement, M5 shall have the right to assign this Agreement pursuant to Section 9.2 hereof.

1.5. Upon M5's timely making all Option Payments due hereunder, and simultaneously with M5's making the payment required by Section 1.2.5, Great Falls shall assign the Mill 5 Option to Great Falls by delivering an executed Assignment in the form of Exhibit A hereto.

1.6. If the City does not approve the transfer of the Mill 5 Option to M5 in the manner contemplated by this Agreement, and if all commercially reasonable efforts to assign this Agreement pursuant to Sections 1.4 and 9.2 are unsuccessful (it being the parties' intention that, because of the political sensitivity of Project, the provisions of this Section 1.6 are a last resort to obtain for M5 the benefits of the Mill 5 Option), Great Falls and M5 agree that the transactions contemplated hereby may, at the option of M5, be effected by the transfer of all of the issued and outstanding equity interests in Great Falls to M5 (the "Equity Transfer") by the owners of the outstanding equity interests (the "Equity Owners," which term shall include any entity formed by the Equity Owners to receive Option Payments and Exercise Payments) in consideration of the Option Payments and Exercise Payments (defined in Section 2 below) paid pursuant to this Agreement. The Equity Transfer shall be carried out by the parties entering into an interests purchase agreement containing customary terms. The Equity Transfer shall be subject to the following terms and conditions:

1.6.1. Other than the change in form of transaction from assignment to Equity Transfer, and the payment of any Exercise Payments to the Equity Owners in proportion to their ownership of Great Falls (instead of to Great Falls), the Equity Transfer shall be subject to the same provisions as the M5 Option is subject to pursuant to this Agreement.

1.5.2. Prior to or concurrently with the consummation of the Equity Transfer, Great Falls shall dispose of all assets other than the Mill 5 Option, and shall satisfy, or make adequate provision therefor, all liabilities, including tax liabilities, other than future obligations under the Mill 5 Option. The Mill 5 Option, and all of the issued and outstanding equity interests of Great Falls, shall be free of liens, encumbrances and liabilities at the time of the Equity Transfer.

1.5.3. Great Falls shall indemnify and hold harmless M5 and its successors and assigns from and against any and all liabilities arising prior to the Equity Transfer associated with Great Falls, including tax liabilities, other than future obligations under the Mill 5 Option.

1.5.4. M5 shall indemnify and hold harmless the Equity Owners, their successors and assigns, from and against any and all liabilities arising after to the Equity Transfer associated with Great Falls, including tax liabilities and future obligations under the Mill 5 Option.

2. Option Exercise Payments.

2.1. As additional consideration for the assignment of the Mill 5 Option, as well as the rights due to the holder of the Mill 5 Option, M5 shall make the following payments (the "Exercise Payments") to Great Falls or to the Equity Owners in the event of an Equity Transfer:

2.1.1. Five Million Dollars (\$5,000,000.00), payable in eight (8) quarterly installments of Six Hundred Twenty Five Thousand Dollars (\$625,000.00), beginning three (3) months after a casino ("Casino") opens to the public for gaming (the "Opening Date") in Lewiston, Maine, as a result of rights granted in the Mill 5 Option (the "Opening Payments"). Great Falls shall have the right to declare all Opening Payments due and payable at once in the event of that M5's failure to make an Opening Payment when due, which failure is not cured within the cure period set forth in Section 6.4 hereof.

2.1.2. Beginning on the 15th day of the first month following the first full calendar quarter in which the Casino has been open to the public for gaming, and on every April 15, July 15, October 15 and January 15 thereafter, until forty (40) payments have been made, a payment equal to the "Applicable Percentage" of "After Cascade Net Revenue" (as defined in Section 2.2 below) (each such payment a "Participation Payment").

2.2. For the purposes hereof, the following terms are defined as follows:

2.2.1. For the first thirty-six (36) Participation Payments, the "Applicable Percentage" shall be Five Percent (5%); for the last four (4) Participation Payments, the "Applicable Percentage" shall be Ten Percent (10%).

2.2.2. "After Cascade Net Revenue" means the following amount, calculated for the immediately preceding quarter:

A - B - C

Where:

A is money played in slot machines and table games at the Casino;

B is all prizes paid out through slot machines and table games at the Casino; and

C is all applicable taxes paid to the Board. "Applicable taxes paid to the Board" does not include any state or federal inheritance, estate, intangible, stock, special, succession, transfer, sales, gift, franchise, corporation, income or profit tax or capital levy.

2.2.3 Interest shall accrue on Exercise Payments not made when due at the State of Maine rate of post-judgment interest and shall be payable on demand.

2.3. Notwithstanding any provision in this Agreement to the contrary, in the event that the Maine Gambling Control Board indicates that it has substantive objections to the amount, form or manner of payments described in Sections 2.1.1 and 2.1.2, Great Falls and M5 shall exercise good faith efforts to develop an alternative means to provide each party with the intended commercial and economic benefits of this Agreement.

3. Closing Under M5 Option.

3.1. At the closing of the acquisition of the Mill 5 Option, Great Falls shall deliver to M5 (a) an Assignment in the form of Exhibit A hereto, as contemplated by Section 1.5 above, and (b) such other documents and instruments as M5 may reasonably request in order to enable M5 to obtain good title and full rights to the Mill 5 Option. As security for M5's obligations after closing, M5 shall deliver to Great Falls (a) a first lien position collateral assignment of the Mill 5 Option and (b) a first lien security interest in all assets of M5. The collateral assignment of the Mill 5 Option shall provide that upon the exercise of the Mill 5 Option by M5 with the City, M5 shall grant Great Falls (x) a mortgage and security agreement on the Option Property, and (y) a security interest in all assets of M5, each subordinated to any Senior Lender(s) (defined below), provided, however, that such Senior Lender agrees to give Great Falls notice of any

default of M5 under the terms of M5's indebtedness to the Senior Lender. In the event that Great Falls cures any default of M5 with such Senior Lender, interest on any funds advanced shall accrue thereon at the State of Maine rate of post-judgment interest and shall be payable on demand. In addition, M5 shall exercise commercially reasonable efforts to negotiate a provision in its written agreements with Senior Lender which shall grant Great Falls the first option to purchase the debt between M5 and the Senior Lender in the event of the default of M5 thereunder. So long as Great Falls has a mortgage and security agreement on the Option Property, M5 shall grant no lender a mortgage or security interest in the Option Property other than for a debt the sole purposes of acquiring, developing or constructing the Project, or permanent financing or refinancing thereof. The Option Property shall not be cross-collateralized with any other debt of M5.

3.2. For the purposes hereof, "Senior Lender" shall mean any commercial lender to whom M5 owes any kind of debt for the sole purposes of acquiring, developing or constructing the Project, or permanent financing or refinancing thereof. In any refinancing, so long as Great Falls has not been paid in full, M5 shall not be permitted to increase the loan to value of the Option Property as collateral. Great Falls agrees to execute one or more subordination agreements in customary form evidencing the subordination of its position to a Senior Lender. Notwithstanding the foregoing, any such subordination agreement shall permit regularly-scheduled Opening Payments to Great Falls so long as no event of default has occurred and is continuing under the terms of M5's loan agreements with the Senior Lender.

4. Non-Disclosure.

4.1. As used in this Article 4, the term "Confidential Information" includes any and all of the following information of Great Falls and M5 that has been or may hereafter be disclosed in any form by either party or its representatives (collectively, a "Disclosing Party") to the other party or its representatives (collectively, a "Receiving Party"):

4.1.1. All information that is a trade secret under applicable trade secret or other law;

4.1.2. All information concerning the business and affairs of the Disclosing Party, and all information obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party regardless of the form of the communication; and

4.1.3. All information respecting the Mill 5 Option (and the Project to which it relates) or this Agreement.

4.2. Each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information (a) shall be kept confidential by the Receiving Party; (b) shall not be used for any reason or purpose other than to evaluate and consummate the

transactions contemplated by this Agreement; and (c) without limiting the foregoing, shall not be disclosed by the Receiving Party to any person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of the Disclosing Party. Each Receiving Party shall disclose the Confidential Information of the other party only to its representatives who require such material for the purpose of evaluating and/or effectuating the transactions contemplated by this Agreement.

4.3. Sections 4.1 and 4.2 do not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (a) was, is or becomes generally available to the public other than as a result of a breach of this Article 4 by the Receiving Party or its representatives; (b) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; (c) was, is or becomes available to the Receiving Party on a nonconfidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure; or (d) must reasonably be provided to the Board after passage of the 2011 Statewide Ballot Measure in order to effectuate the consummation of the options contained herein and the exercise of the Mill 5 Option.

5. Dispute Resolution.

5.1 The parties hereto hereby irrevocably submit to the exclusive jurisdiction of any federal or state court having original jurisdiction over matters arising in Cumberland County, Maine over any dispute arising out of or relating to this Agreement (excluding the foreclosure of any mortgage or security interest) or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto shall be heard and determined in such courts.

5.2 Should any proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for court costs and attorneys' fees and all legal expenses and fees incurred in such proceeding on appeal and all interest thereon. For the purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

6. Termination. In addition to the automatic termination of this Agreement as set forth elsewhere in this Agreement, this Agreement may be terminated as provided below.

6.1 In the event that the 2011 Statewide Ballot Measure fails to pass, this Agreement shall automatically terminate, Great Falls shall have the right to retain all

Option Payments received and the Mill 5 Option shall be the sole and exclusive property of Great Falls free of any interest of M5.

6.2 M5 may terminate this Agreement by giving written notice to Great Falls at any time prior to the closing in the event Great Falls has breached any material agreement contained in this Agreement in a material respect, M5 has notified Great Falls in writing of the breach and the breach has continued without cure or written waiver of the breach by M5 for a period of seven (7) days after the notice of breach. If M5 terminates this Agreement because of an uncured breach by Great Falls all rights and obligations of M5 under this Agreement will terminate and Great Falls shall reimburse M5 for any Option Payments made hereunder, together with campaign expenses described in Section 9.1 hereof.

6.3 Great Falls may terminate this Agreement by giving written notice to M5 at any time prior to the Closing in the event M5 has breached any material agreement contained in this Agreement in any material respect, or in the event of a default under Article 8 of this Agreement, Great Falls has notified M5 in writing of the breach and the breach has continued without cure or written waiver of the breach by Great Falls for a period of seven (7) days after the notice of breach. If Great Falls terminates this Agreement because of an uncured breach by M5 all rights and obligations of M5 under this Agreement will terminate and the Mill 5 Option shall be the sole and exclusive property of Great Falls free of any interest of M5.

6.4 In addition to the parties' rights to terminate this Agreement and to damages for breach of this Agreement, each party recognizes that in the event a party is in material uncured breach of this Agreement, no remedy of law will provide adequate relief to non-defaulting party, and therefore the parties agree that each party shall be entitled to injunctive relief to cure any such breach without the necessity of proving actual damages.

7. Noncompetition. The member(s), manager(s), employees, partners, joint venturers and agents of M5 and members of their respective families ("families" being defined as spouse and minor children) shall not directly or indirectly invest or take any ownership interest in any other future casino and/or gaming project, casino and/or gaming ballot initiative in the State of Maine until such time as the Mill 5 Option is terminated, expires or is exercised and a Casino has been constructed on the Option Property or in the event that the 2011 Statewide Ballot Measure fails. Notwithstanding the foregoing, M5 shall not be deemed in breach of this Section 7 if any of its member(s), manager(s), employees, partners, joint venturers or agents, or members of their respective families participate with Maine Indian tribes in the expansion of their high stakes bingo operations.

8. Default. Upon the occurrence of any one or more of the following events, M5 shall be in default hereunder: (a) the insolvency of the M5; or (b) the making of any assignment for the benefit of creditors of M5; or (c) the issuance of filing of any attachment, levy, or other judicial process on or against any of the M5's assets which is

not dismissed within thirty (30) days; or (d) the appointment of a receiver, trustee or custodian for all or any portion of the property of the M5 which is not dismissed within thirty (30) days; or (e) the commencement of any proceedings under any state or federal bankruptcy or insolvency law or under laws for relief of debtors, by or against the M5 which is not dismissed within sixty (60) days after the commencement thereof; or (f) the dissolution, business failure (which term includes, without limitation, the cessation of normal business operations) or termination of existence of the M5; (g) the failure of the M5 to pay its debts as they mature (subject to applicable grace periods); (h) any default in the payment by M5 of any sums due under this Agreement when due, or default by M5 in performance of any other obligation under this Agreement, subject to applicable grace periods; (i) default in the payment, satisfaction or performance by the M5 of any condition or obligation under any of the security documents described in Article 3 of this Agreement; or (j) M5's failure to comply with all of Great Falls' obligations to the City under the Mill 5 Option following the assignment thereof.

9. Further Covenants.

9.1. M5 shall develop, plan, manage and pay for any campaign efforts to cause the passage of the 2011 Statewide Ballot Measure. M5 shall sign a consultant's contract with Dome Messaging of Arlington, Virginia in connection with said campaign no later than September 30, 2011 (the "Campaign"). In addition, M5 shall contribute at least \$100,000.00 to Green Jobs for Maine no later than October 5, 2011 for the Campaign, to be disbursed in the manner recommended by Dome Messaging. Notwithstanding the foregoing, if Dome Messaging recommends that M5 contribute \$100,000.00 to one or more recipients other than Green Jobs for Maine, M5 shall not be deemed in breach of this Section 9.1 if it contributes \$100,000.00 to such other recipient(s).

9.2. M5 may not assign any of its rights and delegate any of its obligations under this Agreement or under the Mill 5 Option to any person without the prior written consent of Great Falls (which shall be granted upon the vote of those members of Great Falls holding a majority of outstanding interests), or a majority of the Equity Owners, as the case may be, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, M5 may assign its rights under this Agreement and under the Mill 5 Option to an Affiliate (defined below) of M5, provided that any such assignment shall not relieve M5 of its obligations hereunder. Any attempted assignment in contravention of this Section 9.2 shall be void from inception. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. For the purposes hereof, "Affiliate" shall mean, with respect to M5, persons or entities controlling, controlled by or under common control with M5. Any assignee, whether one by prior written consent by Great Falls or an Affiliate, shall assume in a writing approved by Great Falls all obligations of M5 hereunder.

9.3. Great Falls agrees (at its own cost) to perform (or procure the performance of) any and all acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required to (a) maintain the

validity of the Mill 5 Option, (b) to implement and/or give effect to this Agreement and the transactions contemplated by this Agreement, (c) upon exercise of the M5 Option, to vest in M5 the Mill 5 Option and the full benefit of the rights associated therewith, and (d) to obtain from the Board any licenses necessary that Great Falls is required to obtain in order for M5 to develop the Project and build and operate the Casino.

9.4 M5 agrees to undertake commercially reasonable efforts to become licensed to operate the Casino by the Board and to open the Casino no later than December 1, 2013 (the "Target Date"). Regardless of whether the Casino is open by the Target Date, M5 shall begin to make payments in the amount of \$50,000.00 per month beginning on the Target Date, and on the like day of each month thereafter until the Casino is open. The monthly payments of \$50,000.00 shall be applied without interest to the Opening Payments. Great Falls shall have the right to declare all Opening Payments due and payable at once in the event of that M5's failure to make a \$50,000.00 payment when due, which failure is not cured within the cure period set forth in Section 6.4 hereof. Interest shall accrue on the \$50,000.00 not made when due at the State of Maine rate of post-judgment interest and shall be payable on demand. In the event that the Board denies M5 the license to operate the Casino, M5 shall have the right to assign this Agreement pursuant to Section 9.2. Notwithstanding the foregoing, if M5's efforts to obtain a casino license, or the opening of the Casino, are delayed beyond the Target Date due to injunction, strike, litigation, force majeure, challenges to the referendum, or any other event beyond M5's control, M5 shall provide prompt notice of such event to Great Falls and the Target Date shall be deferred by a period of time equivalent to the delay caused by such event.

10. Miscellaneous.

10.1. Each of the parties represents to the others that it has the right and lawful authority to enter into and be bound by this Agreement and, except for consents required from the City, the passage of the 2011 Statewide Ballot Measure, and any permits required by the Board, no consent or approval of any person is or will be necessary to ensure the validity of the rights created hereunder.

10.2. Great Falls' right, title and interest in and to the Mill 5 Option is and shall be free and clear of all liens, encumbrances or rights in others.

10.3. All notices, communications and deliveries hereunder shall be made in writing signed by the party making the same, and shall be delivered personally, or by telecopy transmission or sent by registered or certified mail or by any courier service (with postage and other fees prepaid). Notices shall be deemed to have been given and received as follows: (i) if delivered personally or by any courier, on the date of delivery; (ii) if sent by registered or certified mail, on the fourth day after it was mailed; and (iii) if by telecopy transmission, the date of its transmission; provided that in each case if the date of the deemed delivery is not a business day, then such notice shall be deemed to have been given and received on the first business day next following the date of deemed receipt.

10.4. This Agreement shall be governed in all respects by the laws of the State of Maine. Time is of the essence in the performance of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as a deed by its duly authorized representative as of the date first written above.

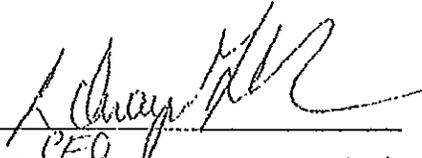
**GREAT FALLS RECREATION &
DEVELOPMENT, LLC**

By: _____
Its: _____
Print/type name: _____

By: _____
Its: _____
Print/type name: _____

By: _____
Its: _____
Print/type name: _____

M FIVE, INC.

By: 
Its: CEO
Print/type name: L. Devynne Graham

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made and entered into by and between GREAT FALLS RECREATION & REDEVELOPMENT, LLC, a Maine limited liability company (the "Assignor"), and M FIVE, INC., a Maine corporation (the "Assignee").

RECITALS

A. Assignor has entered into the Option Agreement between the City of Lewiston, Maine (the "City") and Assignor (the "Mill 5 Option"; all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Mill 5 Option dated June 21, 2010;

B. In connection with the Mill 5 Option, Assignor has obtained the right to purchase certain real property (the "Option Property") described therein for the purpose of redeveloping the Option Property as a casino and related amenities;

C. Pursuant to an Option Agreement between Assignor and Assignee dated August __, 2011 (the "M5 Agreement"), Assignor has agreed to assign the Mill 5 Option to Assignee for the consideration specified therein;

D. Section 13 of the Mill 5 Option permits Great Falls to assign the Option Agreement to a third party subject to the "City's written approval which may not be unreasonably withheld, conditioned or delayed;" and

NOW THEREFORE, for the mutual covenants and premises stated herein, and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Effective immediately, for the consideration set forth in the M5 Agreement, and subject to all of the representations, warranties and covenants set forth in the M5 Agreement, Assignor hereby assigns, transfers, and conveys to Assignee the Assignor's right, title and interest in, to, and under the Mill 5 Option.

2. Effective immediately, Assignee hereby assumes and agrees to pay, perform and discharge the obligations and liabilities of Assignor under the Mill 5 Option and agrees to pay, perform and discharge the obligations and liabilities of Assignee under the M5 Agreement.

3. Notwithstanding the foregoing, the effectiveness of this Assignment shall be contingent upon the City's giving its written consent to the assignment contemplated hereby.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignees have duly executed this Assignment, under seal, effective the ___ day of _____, 2012.

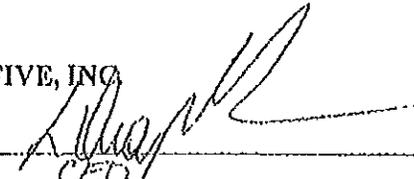
GREAT FALLS RECREATION AND DEVELOPMENT, LLC

By: _____
Its: _____
Print/type name: _____

By: _____
Its: _____
Print/type name: _____

By: _____
Its: _____
Print/type name: _____

M FIVE, INC

By: 
Its: CEO
Print/type name: L. Dwayne Graham

1964819

The undersigned members of Great Falls execute this Agreement for the purposes of (a) representing and warranting that their membership interests in Great Falls are free and clear of all liens and encumbrances, (b) agreeing that they shall neither encumber their membership interests in Great Falls or the Mill 5 Option, and (c) consenting to the provisions of Section 1.6 hereof.

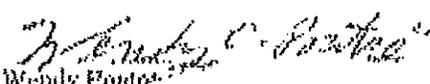
Ronald Chieolin, MD

Florentia Mendros

Peter Robinson



Timothy Poore, MD



Wendy Poore

Elizabeth Tincey

Steve Roop

R. Kenneth Lindell

Peter Mues

John Bueck

Savros Mendros

10/1/13

The undersigned members of Great Falls execute this Agreement for the purposes of (a) representing and warranting that their membership interests in Great Falls are free and clear of all liens and encumbrances, (b) agreeing that they shall neither encumber their membership interests in Great Falls or the Mill 5 Option, and (c) consenting to the provisions of Section 1.6 hereof.

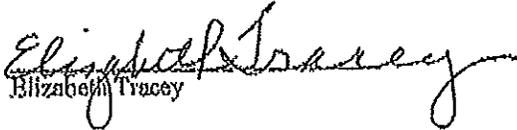
Ronald Chicoline, MD

Florentia Mendros

Peter Robinson

Timothy Poutro, MD

Wendy Poutro


Elizabeth Tracey

Steve Roop

R. Kenneth Lindoff

Peter Mars

John Buck

Stavros Mendros

1964819

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Ronald Chicoine, MD

Florentia Mendros

Peter Robinson

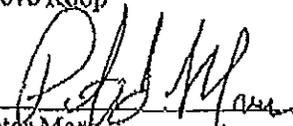
Timothy Poutre, MD

Wendy Poutre

Elizabeth Tracey

Steve Roop

R. Kenneth Lindell



Peter Mars

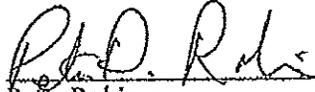
John Buck

Stavros Mendros

1964819

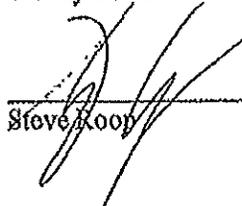
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Ronald Chicoline, MD



Peter Robinson

Wendy Poutre

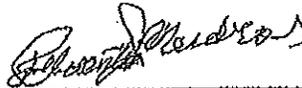


Steve Koop

Peter Mars



Stavros Mendros

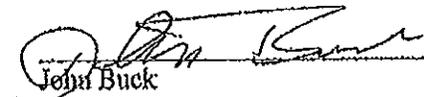


Florentia J. Mendros

Timothy Poutre, MD

Elizabeth Tracey

R. Kenneth Lindell



John Buck

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The undersigned members of Great Falls execute this Agreement for the purpose of (a) representing and warranting that their membership interests in Great Falls are free and clear of all liens and encumbrances, (b) agreeing that they shall not later encumber their membership interests in Great Falls or the Mill's Option, and (c) consenting to the provisions of Section II hereof.

Ronald Chicone, MD

Florentia Mendios

Peter Robinson

Timothy Poutre, MD

Wendy Poutre

Elizabeth Tracey



Steve Roop

R. Kenneth Lindell

Peter Mars

John Buck

Stavros Mendios