

EXHIBIT "A"

***REAL AND PERSONAL PROPERTY PURCHASE
AND SALE AGREEMENT***

between

**One South Lake Street, LLC and Wild Game Ng, LLC,
Debtors and Debtors-in-Possession
as Seller,**

and

[_____],

**as Buyer
dated as of
November __, 2010**

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This *Real Property Purchase and Sale Agreement* (the "Agreement") is dated November __, 2010 (the "Effective Date") and is entered into by and between [____], a [____] (the "Buyer"), on one hand, and One South Lake Street, LLC and Wild Game Ng, LLC, the Debtors and Debtors-in-Possession (the "Sellers" or "Debtors"), on the other hand. The Buyer and Sellers are referred to collectively as the "Parties".

RECITALS

A. One South was formed for the purpose of owning and leasing improved real property in Reno, Nevada commonly known as The Siena Hotel Spa & Casino ("Siena") and the adjacent parking lot and expansion property, and all personal property located at the Siena (collectively, with the Siena, the "Property").

B. On July 21, 2010, the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court, Northern District of California, Los Angeles Division (the "Oakland Bankruptcy Court"), jointly administered under case no. 4:10-bk-48268-RJN (the "Bankruptcy Case").

C. On August 5, 2010, International Gaming Technology filed a *Motion for Entry of Order Transferring Venue to the District of Nevada* (the "Venue Motion") which was joined in by various creditors and parties-in-interest. On October 1, 2010, the Oakland Bankruptcy Court entered its order granting the Venue Motion and transferring the Bankruptcy Case to the United States Bankruptcy Court, District of Nevada, Reno Division (the "Reno Bankruptcy Court").

D. Buyer desires to purchase and Sellers desires to sell, convey, assign and transfer to Buyer, all of the Debtors' interests in the Property in the manner and subject to Reno Bankruptcy Court approval and to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements set forth herein, the Parties hereto agree as follows:

PURCHASE AND SALE OF PROPERTY

1. **Purchase and Sale of Property:** On the Closing Date, hereinafter defined, in consideration of the covenants and obligations of Buyer hereunder and, subject to the conditions hereinafter set forth, Seller shall sell and convey fee title to the Property to Buyer and Buyer shall purchase fee title to the Property from Seller.
2. **Purchase Price and Escrow:** The purchase price for the Property shall be the sum of [____] Dollars (\$____) ("Purchase Price"), to be paid as follows:
 - a. On or before the date that is two (2) business days after the entry of a Reno Bankruptcy Court Order approving this Agreement, Buyer shall

deliver to Seller the Purchase Price, less the amount of any deposit previously provided to the Sellers by the Buyer.

b. Upon the Closing and subject to final court approval, the Debtors shall pay Innovation Capital, LLC, a fee (the "Sale Transaction Fee") equal to two hundred thousand dollars (\$200,000) plus two percent (2.0%) of the Purchase Price with a minimum total total Sale Transaction Fee equal to three thousand dollars (\$300,000).

c. The Purchase Price shall be allocated as follows:

[\$ _____] for the real property asset and [\$ _____] for the personal property asset.

NO ASSUMPTION OF LIABILITIES

5. **Assignment of Ground Lease and Assumption of Liabilities:** Buyer will not assume or have any responsibility with respect to any obligation or liability of Sellers, including without limitation: (i) taxes related to the Seller or its business or the Property for all tax periods (or portions thereof) ending on or prior to the Closing; (ii) any costs or expenses incurred in connection with, or related to, the administration of the Bankruptcy Case, including, without limitation, any accrued professional fees and expenses of attorneys, accountants, financial advisors and other professional advisors related to the Bankruptcy Case; and (iii) all other liabilities and obligations for which Buyer does not expressly assume any liability (collectively, the "Excluded Liabilities").

CLOSING

6. **Closing:** Closing of the transactions set forth in this Agreement (the "Closing") shall take place at the offices of Arent Fox, LLP in Los Angeles, California or at another location as the Parties may mutually agree. Provided that an order approving this sale (the "Sale") (that is not subject to a stay pending appeal) has been entered by the Reno Bankruptcy Court, the Closing shall occur within two business days of the date on which the order approving the sale of the Property to Buyer is entered by the Reno Bankruptcy Court (the "Closing Date"). If the order approving this sale (that is not subject to a stay pending appeal) is not entered by November 12, 2010, either party may terminate this Agreement by delivering notice thereof to the other party, and neither party shall have any other rights and remedies against the other based upon this Agreement, except for the indemnity in Section 3.

a. Seller shall move the Reno Bankruptcy Court for a final and nonappealable order approving the Sale of the Property to Buyer: (i) on the terms and conditions set forth herein; (ii) containing specific findings that the Buyer is a good faith purchaser of the Property, in an arms-length transaction, without collusion, and that Buyer has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code;

(iii) stating that the Sale of the Property to Buyer shall be free and clear of all liens, claims, interests and encumbrances; (iv) in a form reasonably satisfactory to Buyer; and (v) finding that this Agreement and the transactions contemplated hereby may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Seller or any chapter 7 or chapter 11 trustee of Seller.

- c. Buyer is informed that all orders entered in Reno Bankruptcy Court are subject to a fourteen (14) day right of appeal from date of entry, and that no order authorizing the Sale shall be final until the fourteen day period has passed. The Seller shall move the Reno Bankruptcy Court to waive the fourteen day stay period under Bankruptcy Rule 6004(h).
- d. Buyer is further advised of the unlikelihood of obtaining a policy of title insurance from the title company during the period allowed for appeal of the order, unless the order approving the Sale includes a good faith finding as contemplated by 11 U.S.C. § 363(m). The Seller shall move the Reno Bankruptcy Court for a good faith finding under 11 U.S.C. § 363(m), however, solely the Buyer will present the required evidence to have such finding made by the Reno Bankruptcy Court.

7. **Other Conditions:** The Parties affirm the following conditions or events, among others, as conditions precedent to the Closing of this Sale:

- a. Seller shall have delivered to Buyer a certified copy of an order approving the Sale to the Buyer.
- b. Seller shall deliver a Grant Deed to the Property, duly executed and acknowledged by Seller in the form of Exhibit "B", attached hereto and incorporated herein by reference.
- c. Seller shall deliver a statement under section 1445 of the Internal Revenue Code with respect to the Property.
- d. Buyer shall deliver the Purchase Price to be paid to Seller, plus all other amounts to be paid by Buyer at Closing under this Agreement.
- e. The representations and warranties of each party shall be materially true and correct.
- f. Each of the Parties shall deliver such additional documents and instruments as are reasonably required to close the Sale and purchase of the Property.

FINANCING CONTINGENCY

8. **Financing Contingency:** Obtaining of financing by the Buyer from a lender is not a condition to closing the transaction contemplated herein.

POSSESSION

10. **Possession:** Possession of the Property shall be delivered to Buyer on the Closing Date.

SELLER'S REPRESENTATIONS AND WARRANTIES

12. **Seller's Representations and Warranties:** Seller hereby makes the following representations and warranties to Buyer, all of which shall be continuing and shall survive Closing. (For the purposes of this Paragraph, the term "Seller's Representation and Warranties" shall be limited to the actual knowledge of Barney Ng and not to any other person or entity):
- a. Upon the Reno Bankruptcy Court's entering of an order approving the Sale to Buyer and after the fourteen (14) day right of appeal has expired under Bankruptcy Rule 6004(h), if not waived by the Reno Bankruptcy Court, Seller will have the power and authority to execute, deliver and perform this Agreement and all writings relating hereto.
 - b. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, subject to Reno Bankruptcy Court approval, enforceable against Seller in accordance with its terms. This Agreement does not: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental unit that the Seller is aware of; or (ii) violate or conflict with or constitute a default under any agreement, instrument, or writing of any nature to which Seller is a party or by which Seller or its assets or properties may be bound.
 - c. Except for the Bankruptcy Case, there is no suit, action, litigation, condemnation action, arbitration proceeding or governmental proceeding, in progress, pending or, to the best of Seller's knowledge, threatened against or relating to Seller or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of Seller to enter into this Agreement or to consummate the transactions contemplated hereby.
 - d. To the best of Seller's knowledge there is no condition existing with respect to the Property that violates any statute, ordinance, law or code regarding Hazardous Substances, zoning, air pollution, or health law, or requiring any improvement, alteration, addition, correction or other work on or about the Property, whether related to the Property or to the activities of any owner or occupant thereof.

BUYER'S REPRESENTATIONS AND WARRANTIES

13. **Buyer's Representations and Warranties:** Buyer hereby makes the following representations and warranties to Seller all of which shall be continuing and shall survive Closing:
- a. Buyer has all requisite powers to execute, deliver and perform this Agreement and all documents and instruments relating hereto.
 - b. This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. This Agreement does not: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental unit that the Buyer is aware of; or (ii) violate or conflict with or constitute a default under any agreement, instrument, or writing of any nature to which Buyer is a party or by which Buyer or its assets or properties may be bound.

"AS IS, WHERE IS" CONDITION

14. **"As Is, Where Is" Condition:** Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Property, including without limitation, income to be derived or expenses to be incurred in connection with the Property, the environmental condition or other matters relating to the physical condition of the Property, the zoning of the Property or improvements thereon, the value of the Property, the title to the Property, or any other matter or thing relating to the Property, or any portion thereof. Buyer further acknowledges and agrees that Buyer has conducted an independent inspection and investigation of the physical condition of the Property and all such other matters relating to or affecting the Property, as Buyer deemed necessary or appropriate and that in proceeding with its purchase of the Property, Buyer is doing so based solely upon such independent inspections and investigations. Accordingly, Buyer will accept the Property at Closing "As Is, Where Is," and "With All Faults."
15. **Risk of Loss:** In the event that the Property shall be damaged or destroyed by fire or other casualty prior to the date of the Closing, Buyer shall have no obligation to close the transaction contemplated hereby. To the extent that Buyer elects to terminate this Agreement as a result of such damage or destruction then neither Buyer nor Seller shall have any further liability to each other.
16. **Condemnation:** If after the Effective Date and prior to Closing, all or a substantial part of the Property is taken or threatened to be taken by eminent domain or condemnation, Buyer may elect either (a) to terminate this Agreement, or (b) to consummate Closing as herein provided, in which event Seller shall pay or assign all condemnation awards or payments in respect of the Property to Buyer at Closing. If this Agreement is terminated in full pursuant to this section,

neither Party shall have any further rights, duties, obligations or liabilities, at law or in equity, arising out of or relating to this Agreement.

OTHER DISCLOSURES

- 17. **Change in Ownership:** Buyer is aware that any person acquiring an interest in real property must file a "Change in Ownership Statement" with the County Recorder or Tax Assessor within forty-five (45) days of recording of title.

LIQUIDATED DAMAGES

- 19. **Liquidated Damages:**

THE DEPOSIT SHALL SERVE AS LIQUIDATED DAMAGES IN THE EVENT OF THE BREACH OR DEFAULT BY BUYER HEREUNDER AND SHALL BE THE SOLE REMEDY OF SELLER IN THE EVENT OF BUYER'S DEFAULT. IN THE EVENT THAT THE CLOSING OF THE SALE OF THE PROPERTY FAILS TO OCCUR AS A RESULT OF THE FAILURE OR REFUSAL OF BUYER TO PERFORM ANY OF BUYER'S OBLIGATIONS HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE BREACH OF ANY OF BUYER'S REPRESENTATIONS OR WARRANTIES, THE DEPOSIT SHALL BE PAID TO SELLER BY THE ESCROW AS LIQUIDATED DAMAGES FREE AND CLEAR OF ANY CLAIMS BY BUYER. DAMAGES THAT WILL BE SUSTAINED BY SELLER IN THE EVENT OF BUYER'S BREACH HEREUNDER ARE DIFFICULT OR IMPOSSIBLE TO ACCURATELY ASCERTAIN AND THE DEPOSIT IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES AND IS NOT A FORFEITURE OR A PENALTY. NOTWITHSTANDING THE FOREGOING, THE LIMITATION ON SELLER'S DAMAGES SHALL NOT APPLY TO THE EXTENT THAT THERE ARE DAMAGES ARISING AS A RESULT OF THE BREACH OF BUYER'S OBLIGATIONS UNDER PARAGRAPH 3 HEREOF.

INITIALS: Buyer _____ Seller _____

- a. Buyer shall be entitled to a return of Buyer's Deposit, plus accrued interest, if any, in the event Buyer terminates this Agreement pursuant to its good faith disapproval of contingencies, if any, within the time limits stated herein; in the event Seller is unable to deliver title or possession of the Property to Buyer on the terms hereof; in the event of Reno Bankruptcy Court disapproval; or in the event of overbid(s) in which the Buyer herein is not the successful overbidding party. The events described in the foregoing shall not be considered defaults of Buyer entitling Seller to damages, liquidated or otherwise.

MISCELLANEOUS

20. **Attorneys' Fees:** If any action or proceeding is commenced by either party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party in such action or proceeding, including any appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs, in addition to any other relief awarded by the court.

21. **Notices:** Any notice, tender, or delivery to be given hereunder by any party shall be in writing and may be made by personal delivery, by overnight delivery, by registered or certified mail, and shall be deemed communicated as of the date of receipt. Notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

a. To Seller: One South Lake Street, LLC and Wild Game Ng, LLC

[]

With a copy to: Arent Fox LLP

555 West Fifth Street, 48th Flr.

Los Angeles, CA 90013

Attn: Aram Ordubegian and Andy s. Kong

b. To Buyer: []

22. **Entire Agreement:** This Agreement shall be deemed and constitute the entire agreement between the Parties pertaining to the subject matters contained in it, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No other agreements, oral or written, extrinsic to this Agreement and pertaining to the subject transaction have been made by the Parties which are not embodied herein, and this Agreement contains all of the covenants and agreements between the Parties. Each party hereto acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

23. **Amendments:** No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all the Parties hereto.

24. **Severability:** If any paragraph, section, sentence, clause or phrase in this Agreement shall become illegal, null or void for any reason, or shall be held by a

court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases herein shall not be affected thereby.

25. **Effect of Headings:** The subject headings of the paragraphs, sub-paragraphs, and sections of these instructions and this Agreement are included for purposes of reference only, and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or the construction or interpretation of any of its provisions.
26. **Waiver:** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
27. **Brokerage Obligations:** Except as set forth herein, no broker's commission or finder's fee is payable with regard to this transaction and each of the Parties agree to indemnify and hold the other harmless from and against all liability, claims, demands, damages, or costs of any kind whatsoever arising from or connected with any broker's or finder's fee or commission or charge claimed to be due any person arising from each party's conduct with respect to this transaction, other than the Sale Transaction Fee to Innovation Capital, LLC stated in Section 2(b) above.
29. **Successors and Assigns:** This Agreement, when duly executed and affirmed, shall be binding on, and shall inure to the benefit of, the Parties and (whether voluntarily, involuntarily, by operation of law, or otherwise) their respective successors, heirs, legal representatives, administrators, and assigns. Buyer's interest under this Agreement may not be assigned, designated, apportioned, or otherwise transferred without prior written consent of Seller, and notice to creditors and the Reno Bankruptcy Court.
30. **Applicable Law:** In the event of any dispute, claim, or controversy between the Parties arising out of the Sale of the Property, the Bankruptcy Court having jurisdiction over the Seller's bankruptcy estate shall decide any such matter and all controversies or claims between the Parties pursuant to Title 11 of the United States Code, unless otherwise agreed to in writing by mutual agreement of the Parties herein. BUYER WAIVES THE RIGHT TO TRIAL BY JURY WITH REGARD TO ANY CLAIM AGAINST THE SELLER THAT IN ANY WAY RELATES TO THIS AGREEMENT OR TRANSACTION.
32. **Interpretation:** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular, or plural, as the identity of the person or persons may require. The language in all parts of this Agreement shall be construed as a whole in accordance with its fair meaning and without regard to California Civil Code § 1654 or similar statutes.

- a. Whenever the words “include”, “includes”, or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation.”
 - b. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.
33. **Counterparts:** This Agreement is intended to be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and whenever signed shall be delivered and therefore executed at Los Angeles, California, and governed by California law.
34. **Time is of the Essence:** Time is of the essence in this Agreement and all of the terms, covenants, and conditions hereof.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the date and at the place set forth opposite their respective signatures.

Dated: November ____, 2010, at Los Angeles, **SELLER**
California.

One South Lake Street, LLC and Wild Game Ng,
LLC, Chapter 11 Debtors and Debtors-in-
Possession

By: _____

Dated: November __, 2010, at _____,
California.

BUYER

[Buyer]

By: _____

DEFINITIONS

Defined terms: The following terms shall have the meaning as set forth below:

1. "Agreement" shall mean the *Real Property Purchase and Sale Agreement* dated November __, 2010.
2. "Bankruptcy Case" shall have the meaning given to such term in paragraph B.
3. "Buyer" shall mean _____.
4. "Closing" shall have the meaning given to such term in section 6.
5. "Closing Date" shall have the meaning given to such term in section 6.
6. "Debtors" shall mean One South Lake Street, LLC and Wild Game Ng, LLC.
7. "Deposit" shall have the meaning given to such term in section 2(a).
8. "Excluded Liabilities" shall have the meaning given to such term in section 5.
9. "Hazardous Substances" shall mean substances defined as (1) "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) together with the regulations enacted pursuant to such act and/or in accordance with applicable state statutes together with the regulations enacted pursuant to such statute, and (2) "hazardous wastes" in the Resource Conservation and Recovery Act of 1976 (42 O.k. Sections 6901 et seq.), together with the regulations enacted pursuant to such act and/or in accordance with applicable state statutes, together with the regulations enacted pursuant to such statute.
10. "Parties" shall collectively refer to Buyer and Seller.
11. "Property" shall have the meaning given to such term in paragraph A.
12. "Purchase Price" shall have the meaning given to such term in section 2.
13. "Reno Bankruptcy Court" shall have the meaning given to such term in paragraph C.
14. "Sale" shall have the meaning given to such term in section 6.
15. "Sale Transaction Fee" shall have the meaning given to such term in section 2(b).

16. "Sellers" shall mean One South Lake Street, LLC and Wild Game Ng, LLC and Debtors and Debtors-in-Possession.

17. "Siena" shall have the meaning given to such term in paragraph A.

EXHIBIT "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY:

Arent Fox LLP
555 West Fifth Street, 48th Floor
Los Angeles, CA 90013
ATTN: Andy S. Kong, Esq.

WHEN RECORDED MAIL THIS GRANT DEED
AND ALL TAX STATEMENTS TO:

Buyer [_____]

GRANT DEED

THE UNDERSIGNED GRANTOR declares: DOCUMENTARY TRANSFER TAX IS NOT OF PUBLIC RECORD.

FOR VALUABLE CONSIDERATION, ONE SOUTH LAKE STREET, LLC, a Nevada limited liability company and WILD GAME NG, LLC, a Nevada limited liability company, the Debtors and Debtors-in-Possession

HEREBY GRANTS TO: Buyer [_____], the following property in the County of Washoe, State of Nevada:

See legal description attached hereto as Exhibit "1" and incorporated herein by this reference.

(Commonly referred to as One South Lake Street, Reno, Nevada 89501)

[signatures are on following page]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of this
_____ day of November, 2010.

ONE SOUTH LAKE STREET, LLC, a Nevada
limited liability company and WILD GAME NG,
LLC, a Nevada limited liability company,
Chapter 11 Debtors and Debtors-In-Possession

By: _____
Name: Barney Ng
Title: Managing Member

EXHIBIT "B"

EXHIBIT B

Executory Contract or Unexpired Lease	Description of Contract or Lease	Cure Amount
700 E. Glendale Associates, LLC	Lease on warehouse space of off-site storage	
Bally Technologies, Inc.	Slot machines	\$5,362.82
Ford Credit Commercial Leasing	Lease for 2 valet vehicles	\$17,230.52
Konami Gaming, Inc.	Contract for purchase and maintenance of Casino Management System	\$933,308.50
One South Lake Street	<i>Land Lease and Hotel Casino Lease</i> entered into by and between One South and Wild Game on or about March 6, 2010 pursuant to which One South leases the Property to Wild Game. These lease agreements were subsequently modified by the <i>Modification of Hotel Casino Lease</i> dated April 14, 2000.	Approximately \$7,000,000
Pitney Bowes	Contract for postage system	\$5,390.66
Ray Morgan	Lease for copy machines	\$8,387.98
Raymond Leasing Corp.	Lease on electric hand truck and copy machines	\$1,616.34
Reno-Sparks Convention Authority	Contract to retain transient lodging license	\$92.68
Sierra Development Company dba Cal-Neva	Sportsbook leased space	\$1,500.00
Young Electric Sign Company	Lease for outdoor signs and maintenance of same	\$136,862.81

EXHIBIT "C"

EXHIBIT C

UCC-1 FILING	UNPAID BALANCE
1. Liens asserted by IGT with regard to property covered by UCC financing statement file number 20060387886 recorded with Nevada Secretary of State on November 21, 2006.	\$1,007,591.10
2. Liens asserted by Konami Gaming, Inc. with regard to property covered by UCC financing statement file number 20090204999 recorded with Nevada Secretary of State on August 20, 2009.	\$933,308.50
3. Liens asserted by Raymond Leasing Corp. with regard to property covered by UCC financing statement file number 20080236398 recorded with Nevada Secretary of State on July 29, 2008.	\$1,616.34
4. Liens asserted by Young Electric Sign Company with regard to property covered by UCC financing statement file number 20070115605 recorded with Nevada Secretary of State on April 11, 2007.	\$136,862.81
5. Liens asserted by PDS Gaming Corporation with regard to property covered by UCC financing statement file number 20080285036 recorded with Nevada Secretary of State on September 15, 2008.	\$22,028.24
TOTAL	\$2,101,406.90

EXHIBIT "D"

Innovation Capital
Investment Bankers

October 28, 2010

Barney Ng
Managing Member
Wild Game Ng, LLC
1 South Lake Street
Reno, NV 89501

Re: Amendment No. 1 to Financial Advisory Engagement

Dear Mr. Ng:

This letter agreement (the "Amendment") amends our letter agreement dated September 20, 2010 (the "Original Agreement" and as so amended, the "Agreement") between Wild Game Ng, LLC (the "Company" or "Wild Game") and Innovation Capital, LLC ("Innovation"), pursuant to which Innovation has been retained, on the terms and subject to the conditions set forth in the Agreement, as the exclusive financial advisor to the Company in connection with a possible recapitalization, restructuring, reorganization, rescheduling or refinancing of all or any material portion of the Company's liabilities (the "Restructuring"); a sale, merger or acquisition of all of the equity interest in, or substantially all of the assets of Wild Game, including the Siena Hotel Spa and Casino ("Siena") in Reno, California; and as exclusive placement agent with regard to any Debtor-in-Possession ("DIP") financing associated with any of the foregoing (collectively, the "Transaction"). Pursuant to this Amendment, (i) any references in the Original Agreement to "Agreement" shall mean the Original Agreement, and (ii) any references to "Letter" in Schedule A to the Original Agreement shall mean the Original Agreement, as amended by this Agreement. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Original Agreement.

1. Addition of Parties to the Agreement. The first sentence in the first paragraph of the Original Agreement and the first sentence in the first paragraph of Schedule A in the Original Agreement shall be amended to add Hi-Five Enterprises, LLC ("Hi-Five") and One South Lake Street, LLC ("One South") as affiliates of Wild Game. Collectively, Hi-Five, One South and Wild Game shall be defined as the "Debtors". All references in the Original Agreement that refer to the "Company" shall be replaced with the "Debtors". The defined term of "Company" as described in the Original Agreement shall be eliminated.
2. Retention. Pursuant to the Retention paragraph (as set forth in Paragraph 1 of the Original Agreement), the Debtors hereby authorizes Innovation to pursue a sale of the assets of Wild Game including Siena through a section 363 asset sale of the Bankruptcy Code.

Main Office:
222 North Sepulveda Blvd., Suite 2175
El Segundo, CA 90245
Tel (310) 335-9333

Innovation Capital, LLC
Member: FINRA/SIPC

Administrative Office:
7852 South Elati Street, Suite 100
Littleton, CO 80120
Tel (303) 339-4520

3. Fees. The Fees paragraph (as set forth in Paragraph 2 of the Original Agreement), shall be amended to replace the entire paragraph with the following:

Upon Closing of a Transaction during the term of this Agreement, the Debtors agree to pay the following success fees ("Success Fees") to Innovation:

- a) **DIP Financing Fee:** Four percent (4.0%) of the aggregate senior debt related to a DIP financing (the "DIP Financing Fee") raised, committed or contributed to the Transaction, with a minimum DIP Financing Fee equal to \$50,000.
- b) **Restructuring Transaction Fee:** If the Transaction takes the form of a Restructuring, the Debtors agree to pay a fee (the "Restructuring Transaction Fee") equal to four-fifths of one percent (0.80%) of the Debtors' Restructured Liabilities.
- c) **Sale Transaction Fee:** If the Transaction takes the form of an acquisition of the Debtors and/or a change of control resulting in the sale of more than 50.0% of either the economic or voting interests in the Debtors to a third party, the Debtors agrees to pay a fee (the "Sale Transaction Fee") equal to two hundred thousand dollars (\$200,000) plus two percent (2.0%) of the Aggregate Consideration actually received by the Debtors in the Transaction with a minimum total Sale Transaction Fee equal to three hundred thousand dollars (\$300,000).
- d) **Monthly Advisory Fee:** Monthly advisory fee (the "Monthly Advisory Fee") in the amount of ten thousand dollars (\$10,000) per month due on the first (1st) of each month. If the first (1st) of a month falls on a Saturday or Sunday, the Monthly Advisory Fee shall be due on the first business day following the first (1st) of that month. The first Monthly Advisory Fee shall be due upon execution of this Agreement. It is agreed that fifty percent (50.0%) the Monthly Advisory Fee(s) shall be credited against the DIP Financing Fee, Restructuring Transaction Fee and Sale Transaction Fee. Notwithstanding the due date of such Monthly Advisory Fee, however, payment of any Monthly Advisory Fee shall be after application to the Bankruptcy Court and shall be subject to any order entered by the Bankruptcy Court including any order approving interim compensation procedures.

The "Restructured Liabilities" shall include all debt securities, claims, debts, litigation claims, and other indebtedness or liabilities that are forgiven, compromised, modified or otherwise affected by a Transaction consummated in connection with services Innovation provides hereunder.

Main Office:

222 North Sepulveda Blvd., Suite 2175
El Segundo, California 90245
Tel (310) 335-9333

Innovation Capital, LLC

Member: FINRA/SIPC

Administrative Office:

7852 South Elati Street, Suite 100
Littleton, Colorado 80120
Tel (303) 339-4520

For purposes of calculating the Sale Transaction Fee provisions of paragraph 2.(c), the "Aggregate Consideration" shall include, without duplication, the fair market value of any of the following in connection with a Transaction: (i) all cash paid to the Debtors; (ii) straight or convertible debt instruments or other obligations provided to the Debtors or its security holders in connection with a Transaction; (iii) interest bearing debt (including capitalized leases) assumed or refinanced and pension liabilities assumed in connection with a Transaction; (iv) amounts paid to, the Debtors or its respective security holders or its respective directors in connection with a non-competition agreement which is executed in connection with a Transaction; (v) amounts paid to security holders, the Debtors or their respective affiliates in connection with consulting, lease, royalty, licensing or any similar agreement which is executed in connection with a Transaction; (vi) extraordinary amounts paid, at any time during Innovation's period of engagement, as dividends or other compensation to security holders of the Debtors in contemplation of a Transaction and (vii) any security holder's obligations, including transaction expenses, which are assumed by a purchaser or any third party other than the Debtors or any of its affiliates in connection with a Transaction. Notwithstanding the foregoing, if certain amounts of the Aggregate Consideration are to be paid at a date or dates past the Closing date of the Transaction (e.g., earn-outs, lease agreements, royalty payments, licensing fees, installment payments, promissory notes, amounts payable under non-compete or similar agreements, amounts paid into escrow, unvested warrants, unvested options, unvested stock appreciation rights etc.) whether or not paid on a contingent basis, then for the purposes of the calculation of Aggregate Consideration, the Debtors and Innovation will negotiate in good faith to agree on that portion, if any, of the Sale Transaction Fee with respect to such post-closing Aggregate Consideration to be paid to Innovation as of the Closing of the Transaction.

The parties hereto agree that the purchase price contained in the definitive acquisition or shareholder agreements executed at Closing shall be deemed to accurately state the Aggregate Consideration received by the Debtors for purposes of this Agreement and payment of Sale Transaction Fees.

Any Success Fees or unpaid expenses owing to Innovation shall be paid at the closing of the Transaction (the "Closing"). The Success Fees shall be paid separately to Innovation by withholding the aggregate amount due from the initial proceeds of the Transaction at the Closing. The Closing is expressly conditioned on the concurrent payment by the Debtors of such amount owed to Innovation. In the case of a dispute, any portion of the Success Fees not in dispute shall be paid to Innovation upon Closing.

Without regard to whether any Transaction closes, Innovation shall be entitled to reimbursement of all necessary and reasonable out-of-pocket expenses incurred during this engagement. Such expenses may include, but are not limited to, travel and lodging, direct identifiable data processing and communication

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charges, courier services, legal fees and other necessary expenditures. Upon presentment of any invoice setting forth in reasonable detail the nature and amount of Innovation's expenses, such invoice shall be paid within 10 days of receipt by the Debtors. Any unpaid expenses owing to Innovation shall be paid at the Closing of the Transaction. Innovation agrees that it will not incur any expenses in excess of \$10,000 dollars without first receiving written authorization from the Debtors. Innovation shall attain the written or verbal approval of the Debtors for individual out-of-pocket expenses greater than \$500.

4. Term. The Term paragraph (as set forth in Paragraph 3 of the Original Agreement), shall be amended to replace the entire paragraph with the following:

The term of this Agreement shall, except as otherwise provided herein, run for a period of six (6) months from the date hereof, and such period shall be automatically extended on a month-to-month basis; provided that either Innovation or the Debtors may terminate this Agreement or such extension at any time upon 30 days' prior written notice to the other party. Notwithstanding anything to the contrary in the foregoing, the provisions of paragraph 2 and paragraph 5 shall inure to the benefit of Innovation for a period of twelve (12) months from the date of termination with respect to any Transaction in which the acquirer is a party whom Innovation contacts regarding such Transaction during the course of this Agreement, even if the Closing occurs after the expiration or termination of this Agreement.

5. Construction. The Original Agreement, as amended by this Amendment, incorporates the entire understanding of the parties and supersedes all previous agreements between the Debtors and Innovation should they exist and shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to principles of conflicts of law.
6. Headings. The paragraph headings in this Amendment have been inserted as a matter of convenience of reference and are not part of this Amendment.

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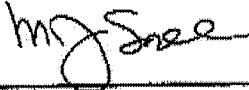
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Innovation Capital, LLC

Please sign and return the original to indicate your acceptance of the terms set forth herein, whereupon this Amendment and your acceptance shall constitute a binding agreement between the Debtors and Innovation.

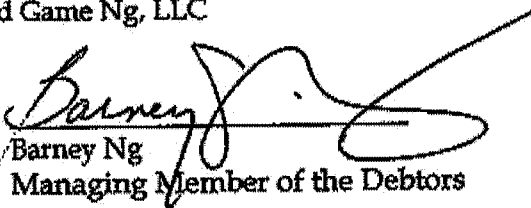
Very truly yours,

Innovation Capital, LLC

By: 
Matthew J. Sodl
Managing Director

Confirmed and agreed to on October 28 2010

Hi-Five Enterprises, LLC
One South Lake Street, LLC
Wild Game Ng, LLC

By: 
Barney Ng
Managing Member of the Debtors