

## NAMING RIGHTS AGREEMENT

This Naming Rights Agreement (this "Agreement"), is made as of July 15, 2010, between AEG MANAGEMENT SD, LLC ("AMSD") and the San Pasqual Casino Development Group, Inc., a wholly-owned entity of the San Pasqual Band of Mission Indians, d/b/a Valley View Casino and Hotel ("VVC"). The receipt by AMSD of the written consent of the City of San Diego ("City") with respect to this Agreement, including the substantial naming conversion of the Arena to the "Valley View Casino Center" shall be a conditions precedent to the effectiveness of this Agreement, as set forth in Section 2(a) herein.

### RECITALS

A. AMSD operates that certain sports and entertainment arena in San Diego, California located at 3500 Sports Arena Blvd., San Diego, California 92110 (the "Arena"), currently known as the San Diego Sports Arena.

B The parties desire to enter into an agreement whereby VVC will acquire naming, sponsorship and marketing rights to the Arena on the terms and conditions set forth herein.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. Grant of Naming and Marketing/Advertising Rights.

a. Arena Name. The Arena will be named "Valley View Casino Center". The parties agree to enter into good faith negotiations to determine the name of the Arena within sixty (60) days after the date of this Agreement. The name of the Arena will change only if (i) the parties jointly approve of the new name each in their reasonable discretion, and (ii) VVC agrees to pay all of AMSD's reasonable out-of-pocket costs associated with effectuating the name change, including, but not limited to all costs of modifying, reproducing, reprogramming or otherwise changing any signs, printed materials, electronic and video materials, cups and napkins, uniforms or any other items containing the name of the Arena to the extent such items are required for the operation of the facility.

b. VVC Rights and Benefits. Subject to the terms and conditions of this Agreement, VVC shall be entitled to receive, as the naming rights sponsor of the Arena, the rights and benefits set forth in Exhibit A during the Term of this Agreement.

c. Make-Good. If AMSD is unable to provide any of the rights and benefits set forth on Exhibit A, to the extent applicable, for any period during the Term, the parties shall negotiate in good faith to determine the value of appropriate make-good rights or benefits of comparable value in lieu of the rights and benefits not provided. If the rights and benefits that AMSD is unable to provide comprise a material portion of the rights and benefits set forth in Exhibit A and the parties

are unable to agree on make-good rights as set forth in the preceding sentence, then the parties shall negotiate in good faith for a sixty (60) day period to determine the appropriate credit to be applied against future Naming Rights Fees owed by VVC. If the parties are unable to agree upon such make-good rights, comparable benefits or Naming Rights Fee credits as provided herein, the determination of the appropriate make-good rights, comparable benefits or Naming Rights Fee credits shall be submitted to a mutually acceptable third party arbitrator pursuant to the terms of Section 12(f) herein.

d. Extraordinary Events. VVC acknowledges that in the event that the Arena is selected as a venue for the Olympic Games or All-Star games, a World Championship event, NCAA event, USTA event or some other extraordinary event (e.g., award show, national conventions), AMSD may be restricted in its ability to deliver some of the benefits (e.g. tickets or signage which may be covered and/or replaced with other signage during such event) described in Exhibit A during such event. AMSD shall endeavor to avoid such restrictions in all instances, but AMSD shall not be in breach or default of this Agreement if it is required to agree to such restrictions in order to secure a commitment to host such an event at the Arena.

e. Exclusivity.

(i) Definitions.

(A) "Competitor" means any company whose business is exclusively or predominantly comprised of casino gaming, hotel operations or commercial cruises.

(B) "Arena Sponsorship Rights" means all signage, marketing/advertising and promotional rights at the Arena controlled by AMSD, including without limitation permanent signage in the Arena or on ancillary signage for the Arena. Arena Sponsorship Rights shall not include Event Sponsorship Rights.

(C) "Event Sponsorship Rights" means signage, marketing/advertising and promotional rights at the Arena controlled by teams, promoters, producers or participants in events occurring at the Arena, including without limitation temporary signage or event-related promotions in or around the Arena.

(ii) Exclusivity Covenants. AMSD covenants that during the Term:

(A) No Competitor shall be granted any Arena Sponsorship Rights .

(B) The Event Sponsorship Rights granted to any other single Competitor will not be as prominent, when taken as a whole, as the rights granted hereunder to VVC.

f. Use of Name. AMSD agrees that it shall use reasonable efforts to cause its employees, sponsors, broadcasters, concessionaires, other subcontractors and others conducting business at or otherwise utilizing the Arena to refer to the Arena as "Valley View Casino Center" or

such other mutually agreeable name, provided, however, that VVC (i) acknowledges that, except where AMSD (or one of its affiliates) has a contractual relationship with a third party, AMSD has limited ability to ensure usage of the Arena name by third parties (including without limitation television and radio announcers, journalists and other news and media personnel), and (ii) agrees that AMSD shall have no liability for a failure of any third party to refer to the Arena as "Valley View Casino Center" as long as AMSD uses the efforts required under this Section 1(f) to cause such use of the name.

2      Term; Early Termination Right; First Right of Negotiation.

a.      The term of this Agreement (the "Term") will begin as of the later of: (i) the date of the receipt by AMSD of the written consent of the City of San Diego ("Approval") with respect to this Agreement; and/or (ii) the substantial naming conversion of the Arena to the "Valley View Casino Center", currently estimated to be October 1, 2010 (collectively, the "Commencement Date"). The substantial conversion date shall be determined by mutual agreement of VVC and AMSD. Subject to the termination provisions set forth herein, this Agreement will terminate five (5) years from the Commencement Date. A "Contract Year" means each period during the Term commencing on the Commencement Date (and each anniversary thereof) and ending 365 days later. In the event that a third party, including a Lender, acquires all or part of AMSD's interest in the Arena to the extent that AMSD ceases to have controlling interest in the Arena, or ceases to be the Manager of the Arena, VVC shall have sixty (60) days from written notice thereof to terminate this Agreement and, if such termination option is not exercised by VVC, this Agreement shall remain in full force and effect with respect to any such future controlling interest holders and Managers of the Arena.

b.      VVC shall have the right to terminate this Agreement if a new sports and/or entertainment venue similar to the Arena with 12,000 or more seats opens in the County of San Diego ("New Arena") and VVC is the naming partner of such New Arena. VVC shall provide at least thirty (30) days prior written notice to AMSD of its intent to exercise this termination right, and the effective date of such termination shall be no earlier than the conclusion of the Contract Year in which the New Arena opens for publicly ticketed events.

c.      In the event that Anschutz Entertainment Group, Inc. ("AEG") or any of its subsidiaries wholly owns, or otherwise acquires a majority ownership interest in (and controls sponsorship sales for), a New Arena, then, so long as VVC is not then in default hereunder, (i) VVC shall have the first right of negotiation for a naming rights agreement for the New Arena and (ii) if VVC does not become the naming rights partner for the New Arena, in no event shall the New Arena have a naming partner that is a Competitor during the Term of this Agreement.

d. So long as VVC is not then in default hereunder, VVC shall have the first right of negotiation for a new naming rights agreement for the Arena for the period commencing upon the expiration of the Term. AMSD shall negotiate exclusively with VVC for a period of time beginning one (1) year prior to the scheduled expiration date of the Term and continuing for one hundred and eighty (180) days thereafter (the "Exclusivity Period"). If the parties have not executed a definitive agreement by the end of the Exclusivity Period, AMSD shall then be free to negotiate with any and all other entities and may enter into a naming rights agreement with any other entity upon such terms and conditions as AMSD may elect.

3. Compensation. As consideration for the rights and benefits granted by AMSD hereunder, VVC will pay to AMSD the following amounts:

a. Naming Rights Fees. An annual naming rights fee ("Naming Rights Fee") equal to Three Hundred Three Thousand Nine Hundred Dollars (\$303,900) for the First Contract Year, with an annual \$5,000 escalation for each subsequent Contract Year.

b. Payment Schedule. Payment of the Naming Rights Fees for each Contract Year will be due in four equal calendar quarter installments due within the first fifteen days of April, July, October and January of each Calendar Year during the Term with the exception of the first payment, which shall be prorated accordingly and be due within 15 days of the Commencement Date.

4. Trademarks

a. Mark and Style Guide. Within 120 days following execution of this Agreement, AMSD shall develop and submit to VVC, for its review and approval, a name and logo design for the name of the Arena (including a capitalization scheme, a typeface scheme, a color scheme and a graphic logo design) (the "Arena Mark"). The Arena Mark may be altered from time to time if mutually agreed in writing by VVC and AMSD. Following approval of the Arena Mark, AMSD shall prepare and submit to VVC, for its review and approval (such approval to be made in VVC's reasonable discretion), a style guide setting forth all variations of the Arena Mark and indicating the appropriate usages for each such variation. The Arena Mark will be used by AMSD and others in conjunction with the operations of the Arena (e.g., events) as well as other agreements for the Arena (e.g., sponsorship agreements, filming location agreements, event license agreements, etc.).

b. Ownership and License of Marks. AMSD or its assignee shall retain ownership of any trademarks, service marks, domain names, or other intellectual property rights in and to the name of the Arena (other than the VVC Marks, as defined below) and any associated logos or marks (including without limitation Arena Mark and any variations thereof) (collectively the "Composite Marks"). Upon the expiration or termination of this Agreement, neither party would have any further rights to use the Composite Marks for any purpose other than non-public archival purposes (provided that AMSD shall be given a reasonable opportunity to effect the change of the name of the Arena upon such expiration or termination), provided that in no event will such period be longer than six (6) months from the effective date of such expiration or termination.

c. VVC hereby grants AMSD a non-exclusive, royalty-free license to use its name and logo (the "VVC Marks") for promotional and marketing purposes in conjunction with the sponsorship arrangements provided for under this Agreement as well as for integration into the Composite Marks. Any such use of the VVC Marks by AMSD (a) shall be subject to prior approval by VVC, which approval shall not be unreasonably withheld or delayed as to the form of such name and logo, and (b) must use VVC's established logo-type, trademark or service mark. Except as otherwise set forth in the previous sentence and in conjunction with the operations of the Arena (e.g., events) as well as other agreements for the Arena (e.g., sponsorship agreements, filming location agreements, event license agreements, etc.), the rights granted pursuant to this Section 4(c) may not be licensed, transferred or assigned by AMSD, except in conjunction with an assignment of this Agreement to a permitted assignee pursuant to Section 12.b.

d. AMSD hereby grants VVC a non-exclusive license to use the Composite Marks for promotional and marketing purposes in conjunction with the sponsorship arrangements provided for under this Agreement. Any such use of the Composite Marks by VVC (a) shall be subject to prior approval by AMSD, which approval shall not be unreasonably withheld or delayed as to the form of such name and logo, and (b) must use the established Composite Marks. The rights granted pursuant to this Section 4(d) may not be licensed, transferred or assigned by VVC, except in conjunction with an assignment of this Agreement to a permitted assignee pursuant to Section 12.b.

5. Destruction/Damage.

a. If, after the date of this Agreement, all or a substantial portion of the facilities of the Arena are damaged by fire, earthquake, act of God, the elements or other casualty, AMSD, shall, subject to the provisions of this Section, repair the damage, if such repairs can, in AMSD's reasonable opinion, be completed within 180 days after the damage; provided, however, AMSD shall only be obligated to make such repairs to the extent that the insurance proceeds received by AMSD in connection with such damage are sufficient to pay for the repair, and AMSD chooses to repair such damage; provided further, however, that if AMSD's insurance proceeds are insufficient to pay for, and AMSD does not otherwise pay for, restoration of the Arena facilities, VVC shall have the option to terminate this Agreement. If AMSD reasonably determine that repairs can be completed within six months after the damage, this Agreement shall remain in full force and effect.

b. If, in the opinion of a reputable third party engineering firm reasonably acceptable to VVC, such repairs to the Arena facilities cannot be completed within 180 days after the damage, AMSD may elect, upon notice to VVC given within 180 days after the date of such fire or other casualty, to repair such damage, in which event this Agreement shall continue in full force and effect; provided, however, that during such period payments hereunder, shall be abated. If AMSD does not elect to make such repairs, this Agreement shall terminate as of the date of such fire or other casualty. If the repairs will take or do take more than two years from the time restoration begins, during which period of time no public events are taking place at the

Arena facilities. VVC shall have the option to terminate this Agreement with such right to be exercised at any time prior to completion of the restoration.

c. Subject to Section 8, AMSD and VVC shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Arena facilities, as a result of any damage from fire or other casualty. This Agreement shall be considered an express agreement governing any case of damage to or destruction of the Arena facilities after the date of this Agreement by fire or other casualty, and any present or future law which purports to govern the rights of AMSD and VVC in such circumstances in the absence of express agreement, shall have no application.

6. Not a Lease or License. This Agreement will not constitute a lease or license of any part of the Arena; rather, it will represent a contractual obligation of AMSD to grant and provide certain sponsorship, naming, marketing and advertising inventory rights to VVC. During and after the Term, AMSD will own, subject only to the VVC Marks under the terms of Section 4(c), all advertising displays and equipment placed at the Arena pursuant to this Agreement.

7. Force Majeure. Neither party shall be liable or responsible for any failure to perform its obligations hereunder, which failure is caused or brought about in any manner beyond the control of such party including but not limited to strike, riot, act of God or other work stoppage, terrorist acts, federal, state, or local government action or inaction, or any other similar act or condition beyond its reasonable control, other than such party's inability to perform payment obligations. Upon the occurrence of any such event, the affected party's obligations hereunder shall be suspended and the other party, except as expressly set forth in Section 5 of this Agreement, shall have no right to seek damages or terminate this Agreement, provided the affected party acts diligently to effect timely performance of its obligations.

8. Indemnification.

a. AMSD hereby agrees to protect, defend and indemnify VVC, and its officers, directors, shareholders, members, agents, affiliates and employees (collectively, "VVC Indemnified Parties") harmless from and against any and all claims, demands, losses or expenses, of any nature whatsoever, including reasonable attorneys' fees, to the extent arising directly or indirectly from or out of any negligent acts or omissions by AMSD, its officers, directors, agents, subcontractors or employees relating to the construction, operation, maintenance and management of the Arena, except to the extent attributable to the negligence or willful misconduct of a VVC Indemnified Party.

b. VVC hereby agrees to protect, defend and indemnify AMSD, and its officers, directors, shareholders, members, agents, affiliates and employees (collectively, "AMSD Indemnified Parties") harmless from and against any and all claims, demands, losses or expenses, of any nature whatsoever, including reasonable attorneys' fees, to the extent arising directly or indirectly from or out of any negligent acts or omissions by VVC, its officers, directors, agents, subcontractors or employees relating to the exercise or utilization by VVC of the rights granted

hereunder, except to the extent attributable to the negligence or willful misconduct of an AMSD Indemnified Party.

9. Default/Remedies.

a. A party shall be in default hereunder if any of the following events shall occur.

(i) Such party fails to pay to the other party when due any undisputed sum required by this Agreement to be paid to the other party and the nonpaying party shall fail for a period of ten (10) business days following receipt of written notice from the other party specifying such default to cure such default by payment of the amount due:

(ii) Such party fails to perform timely any of its other material obligations hereunder or under that certain Hospitality and Tickets Agreement between the parties, and such default shall continue for a period of 30 days following receipt of written notice from the other party specifying such default. If the default specified in such notice is curable but of a nature such that it cannot be cured through the exercise of reasonable diligence within the 30 day cure period, then such 30 day cure period shall be extended to a period as is reasonable (but in no event more than 180 days) to cure such default, provided the non-performing party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure:

(iii) Such party becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(iv) By order or decree of the court such party is adjudged bankrupt, insolvent, or an order is made approving a petition filed by any of its creditors or by any of its stockholders or partners, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any State thereof; or

(v) A petition under any part of the Federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against such party and is not dismissed or stayed within 60 days after the filing thereof; or

b. If either party is in default hereunder beyond applicable grace or cure periods, the other party shall be entitled to terminate the Agreement (and if so terminated, that certain Hospitality and Tickets Agreement between the parties shall also automatically terminate at the same time without the need for any further action by any party) or seek specific performance, and in any event may sue for damages. In any action for damages under this Agreement, neither party shall be liable or responsible under any circumstances for any consequential, incidental, indirect or punitive damages.

c. Notwithstanding anything to the contrary herein, if this Agreement is terminated by either party for any reason, AMSD shall have the right, effective as of such termination date, to enter into a new naming rights agreement for the Arena with another party.

10. Lender Agreement.

It is understood that AMSD or its respective affiliates may mortgage, assign, grant a security interest in, pledge or otherwise encumber their respective interests in this Agreement, or any combination or portion thereof, as security for any loan or financing obtained by AMSD or its respective affiliates from any lender ("Lender"). In connection therewith, VVC agrees as follows:

a. If Lender (or any purchaser at a judicial or non-judicial foreclosure sale) shall become the owner of the Arena by reason of foreclosure or by a deed in lieu of foreclosure, this Agreement shall continue in full force and effect, without necessity for executing a new contract, upon all of the same terms, covenants and provisions contained herein and VVC shall be bound to the new owner and shall attorn to such new owner and recognize such new owner as AMSD hereunder

b. VVC shall deliver a duplicate copy of any notices of default hereunder to Lender provided that AMSD has provided VVC with the name and contact information for any such Lender. Lender shall be entitled to exercise all rights and to cure any defaults of AMSD hereunder.

c. Upon receipt of Lender's written instructions, VVC shall make all payments to be made by it hereunder directly to Lender and AMSD irrevocably authorizes and instructs VVC to comply with such written instructions and releases VVC from any liability to AMSD for all payments so made

d. VVC shall not terminate this Agreement on account of any default or breach by AMSD without written notice to Lender and first providing Lender (i) 30 days to cure any monetary defaults or (ii) a reasonable opportunity, but not fewer than 90 days, to cure any non-monetary defaults so long as Lender shall have commenced to cure such non-monetary default within 90 days after its receipt of the notice of default.

e. Within 30 business days after the receipt of a written request of AMSD or any Lender, VVC shall execute and deliver to AMSD and such requesting party a written statement, to the extent applicable, (i) ratifying this Agreement, (ii) certifying that this Agreement is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, (iii) certifying that, to the best of VVC's knowledge, no Party is in default under this Agreement and that there are no defenses, set-offs, recoupments or counterclaims against the enforcement of this Agreement by any Party hereto.

f. If a Lender requests, as a condition to providing financing for the Arena, any additional documentation evidencing the foregoing or containing additional assurances for the benefit of such Lender, VVC shall in good faith consider such request and shall execute and deliver such documentation provided that the form and substance thereof is reasonably satisfactory to VVC.

11. Further Assurances. Subject to the terms and conditions of this Agreement, the parties will use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable law to consummate the transactions contemplated by this Agreement. The parties agree to execute and deliver such other documents, certificates, legal opinions (including if requested by AMSD's lenders), agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement. The parties will cooperate with each other to the fullest extent in obtaining all necessary consents and in complying with all regulatory requirements.

12. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall become a binding and enforceable Agreement among the parties hereto and their respective successors (including successors to the Arena) and permitted assigns upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto, subject to the Approval. No prior writings, negotiations, arrangements, agreements and understandings, whether written or oral, among the parties shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by both parties in order for the same to be binding upon the parties.

b. Assignment.

(i) Except as set forth below in Section 12(b)(ii) and (iii), this Agreement and the rights and obligations of either party hereunder may not be assigned without the prior written approval of the other party, which approval may be withheld in the sole discretion of the applicable party.

(ii) Notwithstanding Section 12(b)(i), VVC shall not be required to obtain the consent of AMSD to the following: (A) any transfer by VVC of all or substantially all of its assets to a transferee who (1) after giving rise to all of the transactions contemplated with such transfer, has a net worth greater than or equal to the net worth of VVC immediately prior to such transfer, (2) executes and delivers an assumption agreement, in a form reasonably satisfactory to AMSD, pursuant to which such transferee agrees to assume all the obligations of VVC hereunder, and (3) is not a competitor of another sponsor of the Arena.

(iii) Notwithstanding Section 12(b)(i), AMSD shall not be required to obtain the consent of VVC to the following: (i) any collateral assignment by AMSD of its rights hereunder to a Lender, and (ii) any transfer by AMSD of all or substantially all of its assets (including without limitation all or substantially all of AMSD's interest in and rights to the Arena) to a transferee who executes and delivers an assumption agreement, in a form reasonably satisfactory to VVC, pursuant to which such transferee agrees to assume all the obligations of AMSD hereunder.

c. Signage Costs; Artwork; Production Costs. AMSD shall be responsible for the initial cost of designing, constructing and installing the signage elements to be provided to VVC hereunder; provided, however that (i) VVC agrees to provide AMSD with the requisite artwork, in a form reasonably requested by AMSD, for the signage elements to be provided hereunder from time to time, and (ii) if VVC desires to change the design or content of its signage elements (excluding any changes to the Arena Name, which is more particularly set forth in Section 1.a. above) after such signage elements have been designed, constructed or installed, then VVC shall pay for any expenses associated with such change. However, if any signage or artwork is replaced by AMSD at its own cost pursuant to its obligations hereunder, VVC shall be notified and given the opportunity to submit changes in the content and design prior to replacement. The design, construction and installation of certain signage elements shall be subject to the mutual agreement of the parties as to quality, quantity and size. Notwithstanding the other provisions of this Section 12.c., VVC shall provide, at its expense, the footage and video elements, in a form reasonably requested by AMSD, for the video programming which VVC desires to exhibit. The content and form of all signage to be displayed at the Arena on behalf of VVC shall be subject to the approval of AMSD, such approval not to be unreasonably withheld, delayed or conditioned. Subject to Section 4.b, all signage, artwork, video programming or other materials produced by either party hereunder in connection with this Agreement shall remain the sole property of the party which produced such materials.

d. Notices. All notices and other communications hereunder will be in writing and will be deemed given if delivered personally, or mailed by registered or certified mail (return receipt requested), or overnight receipted delivery by a major overnight carrier (e.g., Federal Express, DHL, Airborne Express) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(i) If to VVC, to:

President, San Pasqual Casino Development Group, Inc.  
16300 Nyemii Pass Road  
Valley Center, CA 92082-6769  
Attention: Joe Navarro  
Tel: 760-291-5577  
Fax: 760-291-5544

with a copy to:

General Manager, Valley View Casino  
16300 Nyemii Pass Road  
Valley Center, CA 92082-6769  
Attention: Bruce Howard  
Fax: 760-291-5544  
Tel. 760-291-5550

(ii) If to AMSD, to:

AEG Management SD, LLC  
800 W. Olympic Blvd. Suite 3500  
Los Angeles, California 90015  
Attention: Nick Baker  
Tel: (213) 742-7144  
Fax: (213) 763-7710

with a copy to: AEG Management SD, LLC  
3500 Sports Arena Blvd.  
San Diego, CA 92110  
Attention: Ernie Hahn  
Tel: (619) 884-4855  
Fax: (619) 224-3010

And

AEG Management SD, LLC  
800 W. Olympic Blvd. Suite 3500  
Los Angeles, California 90015  
Attention: Legal Department  
Fax: (213) 742-7294

e. Governing Law. This Agreement will be governed by the laws of the State of California without reference to principles of conflicts of laws.

f. Confidentiality. Each party shall retain in confidence the existence and terms and conditions of this Agreement unless consented to by the other party, which consent shall not be unreasonably withheld. No public announcement of the existence of this Agreement or its terms and conditions shall be made unless such announcement is approved in writing and advance by VVC and AMSD; provided, that VVC hereby consents to the disclosure of this Agreement by AMSD to prospective and actual lenders, subject to the condition that such lenders agree to reasonable confidentiality provisions.

g. Dispute Resolution. In the event of any material dispute hereunder, upon the delivery of written notice by either party to the other of a request for mediation of a dispute under this Agreement, the parties shall have ten (10) days to mutually agree upon a professional mediator to mediate the dispute. The mediation shall be held in Los Angeles, California and shall be conducted for one (1) business day. Each party shall bear its own costs, fees and expenses associated with such mediation, except that the parties agree to split equally the costs and expenses of the mediator and the conduct of the mediation itself. If after the mediation the parties are unable to resolve the dispute, the parties agree to submit the dispute for arbitration in Los Angeles, California in accordance with the Commercial Arbitration Rules of the American Arbitration

Association and the Federal Arbitration Act. The determination of the arbitrator shall be final and conclusive upon the parties hereto. VVC hereby waives its sovereign immunity, if any, for the purposes of allowing Licensor to enforce all of its rights under this Agreement.

h. Drafting. Each party warrants, represents, and agrees that in executing and delivering this Agreement it does so freely and voluntarily, that such party has consulted with or has had the opportunity to consult with independent counsel of such party's own choice concerning this Agreement, and that each party has read and understands this Agreement, is fully aware of its legal effect and has entered into it freely based on such party's own judgment. Hence, this Agreement shall not be construed against any party on the basis that such party was the drafter.

i. Attorneys' Fees. Each party hereto shall bear its own attorneys' fees and expenses incurred in connection with the negotiation and consummation of this Agreement. If a dispute arises between the parties concerning this Agreement, the non-prevailing party shall pay upon demand the reasonable costs, expenses and attorneys' fees and expenses incurred by the prevailing party or parties in interpreting, protecting or pursuing any of such prevailing party's or parties' rights under this Agreement against such party.

j. Authorization. Each party represents to the other that the execution, delivery and performance of this Agreement have been authorized by all necessary corporate action and that it has requisite right, power and authority to perform hereunder.

k. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

l. Consents and Approvals. The parties hereby expressly acknowledge and agree that, unless otherwise expressly stated to the contrary in this Agreement, all of the consents and approvals that are necessary or required from either AMSD or VVC hereunder shall not be unreasonably conditioned, delayed, withheld or denied.

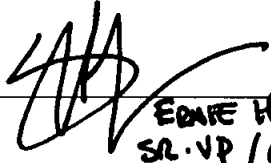
m. Independent Contractors. The parties hereto are acting as independent contractors, and this Agreement shall not create a partnership.

n. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and restrictions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated to the extent the essential purposes of the parties can be satisfied.

o. No Offset Rights. All undisputed amounts required to be paid to AMSD under this Agreement shall be paid to AMSD in full and in a timely manner without assertion of any right of offset, counterclaim, withholding, deduction, right of cross-collateralization, or right of reduction on account of any obligations owed by other parties to VVC under any other agreement.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement as of the day and year first above written.

**AEG MANAGEMENT SD**, a Delaware limited liability company

By: 

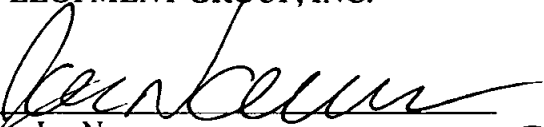
Name:

Title:

EDNA HAGAN  
SR. VP / GM

2/5/10

**THE SAN PASQUAL CASINO  
DEVELOPMENT GROUP, INC.**

By: 

Name: Joe Navarro

Title: President

08-0310

## **Exhibit A**

### **VVC Rights and Benefits**

#### **Section 1: Logo and Printed Materials**

- a) Arena Mark will be included in all print, television, radio and/or collateral material placed by AMSD to promote events at the Arena and the sales of tickets for such events
- b) The Arena Name will be used in all of the Arena's printed collateral, all communication, all media, all signage, all correspondence, business cards, stationary, etc., produced by AMSD, including but not limited to:
  - 1) Marketing Brochures, media kits, posters
  - 2) Press Releases
  - 3) Press Backdrop for Press Conference and all promotional events held at the Arena
  - 4) Business cards, letterhead, envelopes, parking passes
  - 5) Face of all ticket stock
  - 6) Employee uniforms
  - 7) Various napkins, cups and other applicable concession materials

AMSD shall consult with VVC on a regular basis with respect to all current, future renewal and prospective vendor relationships at the Arena to ensure the economical and operational efficiencies of the Arena.

#### **Section 2: Marketing Support**

- a) AMSD will use commercially reasonable efforts to host a minimum of 30 concerts per Contract Year at the Arena, with a \$3.5 million marketing dollars budgeted for advertising per Contract Year.
- b) AMSD will use commercially reasonable efforts to host a minimum of 26 events per Contract Year at the Arena, with a \$1.9 million marketing dollars budgeted for advertising per Contract Year. A "doubleheader" shall count as two (2) separate events.
- c) AMSD will use commercially reasonable efforts to host a minimum of 33 family shows per Contract Year at the Arena, with a \$2.5 million marketing dollars budgeted for advertising per Contract Year. All shows in a "run" by a family show shall count as separate events (e.g., 7 circus shows over a 3 day "run" shall count as 7 separate family shows).
- d) VVC will receive:

- 1) One (1) :10 to :15 second branded commercial spot to run on all LED flat screens located in the concourse, during every publicly ticketed event at the Arena.
  - 2) One (1) VVC booth build out in a mutually agreed upon prominent location in the Arena concourse VVC is responsible for all costs associated with the build-out of such booth and the operations thereof, provided, however, AMSD shall have reasonable input over the contractor used by VVC for such build-out as well as the design and layout of the booth.
  - 3) One (1) Player Tunnel Sign located in the Arena Bowl.
  - 4) One (1) Website Banner on the sandiegoarena.com website
- e) Website changeover to valleyviewcasinocenter.com
- f) Opportunity for "call to action" on the ticket of all publicly ticketed events that are controlled by AMSD.
- g) Arena Parking Lot. AMSD will use commercially reasonable efforts, at its sole cost and expense, to complete within twelve (12) months of the Effective Date, the process of resurfacing, restriping, and adding lighting and landscaping to the Arena parking lot with a goal of 2,800 parking spaces.

### **Section 3: Signage**

VVC shall receive the following:

- 1) Branding on the Arena Roof
- 2) Sports Arena Blvd. Marquee Sign
- 3) 2 Sports Arena Marquee Tri Visions (on each face of the sign)
- 4) Box Office Marquee Sign
- 5) 1 Box Office Marquee Tri Vision
- 6) South Entrance Sign
- 7) Back ramp logo
- 8) Logo at center court for basketball games
- 9) All parking lot signage within the Arena
- 10) All four corners of the center hung Arena Scoreboard
- 11) 4 tri vision panels on the Arena Scoreboard
- 12) 4 backlit signs located in each entrance of the Arena concourse
- 13) 2 Auxiliary scoreboard sign on each end of the Arena inner bowl
- 14) 1 large backlit press level sign located in the Arena inner bowl
- 15) 1 hand painted backstage mural
- 16) 2 arena marquee signs
- 17) 112 entry door logos
- 18) 8 scoreboard corners

- 19) 4 scoreboard tri-visions
- 20) 82 parking signs
- 21) 2 east lot parking signs
- 22) 1 west lot parking sign
- 23) 1 press backdrop
- 24) 2 press level signs
- 25) 2 section one glass
- 26) 1 press entrance glass
- 27) 1 advance sales sign
- 28) 1 branded concourse booth
- 29) 15 ABV installation
- 30) 66 trash can stickers
- 31) 19 plexi indoor installations
- 32) 3 plexi outdoor installations
- 33) 1 box office marquee tri-vision
- 34) 4 "Time Out" signs
- 35) 1 basketball four decal
- 36) 8 Arena parking lot banners
- 37) 1 roof sign
- 38) 1 backdrop promotional events
- 39) 56 employee uniforms
- 40) 2 auxiliary scoreboard signs
- 41) 4 tri-visions
- 42) 10 Outer Concourse branded wall wraps. Branding to be located on the pillars between each wall wrap.

#### **Section 4: Marketing Opportunities**

- a) Opportunity to brand the VIP room within CLUB 3500.
- b) Opportunity to pass out mutually agreed upon Valley View Casino and Hotel promo flyers at mutually agreed upon publicly ticketed events at the Arena, subject to age and promoter restrictions.
- c) Opportunity to brand a "Valley View Casino Center" terrace box where the Valley View Center sponsor tickets are located.
- d) Opportunity to brand a VVC booth or distribute mutually agreed upon Valley View Casino and Hotel collateral at Kobey's Swap meet (for so long as it is held in the Arena parking lot).

- c) Opportunity to brand up to 6 concourse concession stands at the Arena in prominent locations and to sell the following Valley View Casino and Hotel branded food products during publicly ticketed events when such concession stands are open (collectively, "Food Products"): pizzas, pastries, coffees, sandwiches, noodles, and tacos, in conjunction with the Arena's official concessionaire (e.g., ARAMARK) and subject to terms and conditions imposed by AMSD and such official concessionaire.
- f) Opportunity to have a mutually agreed upon dedicated space in the Arena to be used at VVC's discretion to either recreate a Valley View Casino and Hotel hotel room or feature other mutually agreed upon promotional displays. As part of this dedicated space, VVC shall receive up to ten (10) working passes providing access to such dedicated space during all publicly-ticketed events, subject to artist/promoter restrictions. VVC is responsible for all costs associated with the build-out of such dedicated space and the operations thereof; provided, however, AMSD shall have reasonable input over the contractor used by VVC for such build-out as well as the design and layout of the dedicated space.

#### **Section 5: Hospitality and Signature Elements**

a) VVC will receive each Contract Year:

- 1) Four (4) VIP Parties for up to twenty (20) guests in the CLUB 3500 for any mutually agreed upon publicly ticketed event (food and beverage included up to \$2,500, VVC responsible for any excess)
- 2) One (1) rent free night in the CLUB 3500 to be used on a non-event night
  - Subject to schedule of events and availability, as well as rules and regulations of CLUB 3500 and the Arena
  - Sponsor shall be responsible for obtaining any permits required for its use, as well as all costs and expenses (other than rent) associated with such use, including without limitation staffing, security, equipment, food and beverages, etc.
  - Sponsor shall provide, from an insurance carrier reasonably acceptable to AMSD, general liability insurance along with workers compensation for its employees with the following minimum limits: \$1,000,000 per occurrence, \$2,000,000 aggregate with a \$5,000,000 umbrella. As may be required by the nature of the event. Sponsor shall provide other insurance (e.g., media liability insurance coverage or pyrotechnic endorsements to the commercial general liability) in amounts required by the applicable facility. All such policies shall list as additional insureds the AMSD Indemnified Parties.

- b) Early on-sale Opportunities. Valley View Casino and Hotel VIP Members will have access to early on-sale for publicly ticketed events at the Arena, subject to artist/promoter restrictions (e.g., fan clubs, etc.)
- c) VVC will have access to mutually agreed upon AEG VIP experiences at facilities owned/operated by AEG and its subsidiaries, for up to four (4) tickets per event (excluding the GRAMMY Awards). Examples of potential experiences include:
  - GRAMMY Awards at STAPLES Center (12 person suite)
  - Emmy Awards VIP access at NOKIA Theatre L.A. Live (+ pre and post parties)
  - ESPN Espy Awards VIP access at NOKIA Theatre L.A. LIVE (+ pre and post parties)
  - LA Lakers home playoff games at STAPLES Center
  - LA Kings home playoff games at STAPLES Center
- d) VVC will have a ticket bank of 100 tickets per Contract Year to be used for publicly ticketed events owned/operated by AEG and its subsidiaries worldwide.
  - a. Maximum of 4 tickets available for any one event
  - b. Subject to artist/promoter restrictions and availability
  - c. AMSD will use commercially reasonable efforts to obtain seats that are premier VIP/Artist/building holds not generally available to the public at large
  - d. Unused tickets in any Contract Year do not roll over
- e) VVC will have the opportunity to host a private or public event at the Arena on a mutually agreed upon date
  - Subject to schedule of events and availability, as well as rules and regulations of the Arena and its standard event license agreement
  - Sponsor shall be responsible for all costs and expenses

#### **Section 6: Email & Database Marketing**

- a) VVC will have a branded banner on the Arena Connection as well as hyperlink therefrom to VVC's own website. The Arena Connection goes out multiple times a month for the following alerts:
  - 1) Monthly Newsletter
  - 2) Pre Sale opportunities
  - 3) On Sale Now announcements
  - 4) Tickets Still Available announcements

- 5) Great Holiday Gift announcements
- 6) Special Ticket Promo announcements

b) AMSD and VVC shall explore potential email marketing opportunities via other AEG outlets for potential VVC offers and communications, subject to privacy laws, applicable privacy policies, and sponsors.

## HOSPITALITY AND TICKETS AGREEMENT

This Hospitality and Tickets Agreement (this "Agreement"), is made as of July 15, 2010, between AEG MANAGEMENT SD, LLC ("AMSD") and the San Pasqual Casino Development Group, Inc., a wholly-owned entity of the San Pasqual Band of Mission Indians d/b/a Valley View Casino and Hotel ("VVC"). The effectiveness of that certain Naming Rights Agreement between the parties ("Naming Rights Agreement") shall be a conditions precedent to the effectiveness of this Agreement.

### RECITALS

A. AMSD operates that certain sports and entertainment arena in San Diego, California located at 3500 Sports Arena Blvd., San Diego, California 92110 (the "Arena"), currently known as the San Diego Sports Arena.

B. The parties desire to enter into an agreement whereby VVC will acquire certain hospitality and tickets to the Arena on the terms and conditions set forth herein.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Hospitality and Tickets.

a. VVC Rights and Benefits Subject to the terms and conditions of this Agreement, VVC shall be entitled to receive the rights and benefits set forth in Exhibit A during the Term of this Agreement.

b. Make-Good. If AMSD is unable to provide any of the rights and benefits set forth on Exhibit A, to the extent applicable, for any period during the Term, the parties shall negotiate in good faith to determine the value of appropriate make-good rights or benefits of comparable value in lieu of the rights and benefits not provided. If the rights and benefits that AMSD is unable to provide comprise a material portion of the rights and benefits set forth in Exhibit A and the parties are unable to agree on make-good rights as set forth in the preceding sentence, then the parties shall negotiate in good faith for a sixty (60) day period to determine the appropriate credit to be applied against future Fees owed by VVC. If the parties are unable to agree upon such make-good rights, comparable benefits or Fee credits as provided herein, the determination of the appropriate make-good rights, comparable benefits or Fee credits shall be submitted to a mutually acceptable third party arbitrator pursuant to the terms of Section 12(f) herein.

2. Term; Early Termination Right; First Right of Negotiation.

a. The term of this Agreement (the "Term") will begin as of the same date as the commencement of the Term in the Naming Rights Agreement (the "Commencement Date"). Subject to the termination provisions set forth herein, this Agreement will terminate five (5) years from the Commencement Date. A "Contract Year" means each period during the Term commencing on the Commencement Date (and each anniversary thereof) and ending 365 days later. In the event AMSD sells all or part of its interest in the Arena or ceases to be the Manager of the Arena, this Agreement shall remain in full force and effect with respect to all future interest holders and Managers of the Arena.

b. VVC shall have the right to terminate this Agreement if a new sports and/or entertainment venue similar to the Arena with 12,000 or more seats opens in the County of San Diego ("New Arena") and VVC is the naming partner of such New Arena. VVC shall provide at least thirty (30) days prior written notice to AMSD of its intent to exercise this termination right, and the effective date of such termination shall be no earlier than the conclusion of the Contract Year in which the New Arena opens for publicly ticketed events. VVC is obligated to exercise this right to terminate this Agreement if such similar right is exercised by VVC in the Naming Rights Agreement.

c. So long as VVC is not then in default hereunder, VVC shall have the right to extend the Term of this Agreement for the same extended term of the Naming Rights Agreement as agreed upon by the parties, if any. VVC is obligated to exercise this right to extend this Agreement if the parties agree to extend the term of the Naming Rights Agreement.

3. Compensation. As consideration for the rights and benefits granted by AMSD hereunder, VVC will pay to AMSD the following amounts:

a. Fees. An annual fee ("Fee") equal to Three Hundred Ninety-Six Thousand One Hundred Dollars (\$396,100) for the First Contract Year, with an annual \$5,000 escalation for each subsequent Contract Year.

b. Payment Schedule. Payment of the Fees for each Contract Year will be due in four equal calendar quarter installments due within the first fifteen days of April, July, October and January of each Calendar Year during the Term with the exception of the first payment, which shall be prorated accordingly and be due within 15 days of the Commencement Date.

4. Trademarks.

a. VVC hereby grants AMSD a non-exclusive, royalty-free license to use its name and logo (the "VVC Marks") in conjunction with the hospitality and tickets provided for under this Agreement. Any such use of the VVC Marks by AMSD (a) shall be subject to prior approval by VVC, which approval shall not be unreasonably withheld or delayed as to the form of such name and logo, and (b) must use VVC's established logo-type, trademark or service mark. The rights granted pursuant to this Section 4(a) may not be licensed, transferred or assigned by AMSD.

except in conjunction with an assignment of this Agreement to a permitted assignee pursuant to Section 12.b.

b. AMSD hereby grants VVC a non-exclusive license to use the name and logo of the Arena (i.e., "Valley View Casino Center" or such other name as approved by the City of San Diego) (the "Arena Mark") in conjunction with the hospitality and tickets provided for under this Agreement. Any such use of the Arena Mark by VVC (a) shall be subject to prior approval by AMSD, which approval shall not be unreasonably withheld or delayed as to the form of such name and logo, and (b) must use the established Arena Mark. The rights granted pursuant to this Section 4(b) may not be licensed, transferred or assigned by VVC, except in conjunction with an assignment of this Agreement to a permitted assignee pursuant to Section 12.b.

5. Destruction/Damage.

a. If, after the date of this Agreement, all or a substantial portion of the facilities of the Arena are damaged by fire, earthquake, act of God, the elements or other casualty, AMSD, shall, subject to the provisions of this Section, repair the damage, if such repairs can, in AMSD's reasonable opinion, be completed within 180 days after the damage; provided, however, AMSD shall only be obligated to make such repairs to the extent that the insurance proceeds received by AMSD in connection with such damage are sufficient to pay for the repair, and AMSD chooses to repair such damage, provided further, however, that if AMSD's insurance proceeds are insufficient to pay for, and AMSD does not otherwise pay for, restoration of the Arena facilities, VVC shall have the option to terminate this Agreement. If AMSD reasonably determine that repairs can be completed within six months after the damage, this Agreement shall remain in full force and effect.

b. If, in the opinion of a reputable third party engineering firm reasonably acceptable to VVC, such repairs to the Arena facilities cannot be completed within 180 days after the damage, AMSD may elect, upon notice to VVC given within 180 days after the date of such fire or other casualty, to repair such damage, in which event this Agreement shall continue in full force and effect; provided, however, that during such period payments hereunder, shall be abated. If AMSD does not elect to make such repairs, this Agreement shall terminate as of the date of such fire or other casualty. If the repairs will take or do take more than two years from the time restoration begins, during which period of time no public events are taking place at the Arena facilities, VVC shall have the option to terminate this Agreement with such right to be exercised at any time prior to completion of the restoration.

c. Subject to Section 8, AMSD and VVC shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Arena facilities, as a result of any damage from fire or other casualty. This Agreement shall be considered an express agreement governing any case of damage to or destruction of the Arena facilities after the date of this Agreement by fire or other casualty, and any present or future law which purports to govern the rights of AMSD and VVC in such circumstances in the absence of express agreement, shall have no application.

6. Not a Lease or License. This Agreement will not constitute a lease or license of any part of the Arena; rather, it will represent a contractual obligation of AMSD to grant and provide certain hospitality and tickets to the Arena to VVC.

7. Force Majeure. Neither party shall be liable or responsible for any failure to perform its obligations hereunder, which failure is caused or brought about in any manner beyond the control of such party including but not limited to strike, riot, act of God or other work stoppage, terrorist acts, federal, state, or local government action or inaction, or any other similar act or condition beyond its reasonable control, other than such party's inability to perform payment obligations. Upon the occurrence of any such event, the affected party's obligations hereunder shall be suspended and the other party, except as expressly set forth in Section 5 of this Agreement, shall have no right to seek damages or terminate this Agreement, provided the affected party acts diligently to effect timely performance of its obligations.

8. Indemnification.

a. AMSD hereby agrees to protect, defend and indemnify VVC, and its officers, directors, shareholders, members, agents, affiliates and employees (collectively, "VVC Indemnified Parties") harmless from and against any and all claims, demands, losses or expenses, of any nature whatsoever, including reasonable attorneys' fees, to the extent arising directly or indirectly from or out of any negligent acts or omissions by AMSD, its officers, directors, agents, subcontractors or employees relating to the construction, operation, maintenance and management of the Arena, except to the extent attributable to the negligence or willful misconduct of a VVC Indemnified Party.

b. VVC hereby agrees to protect, defend and indemnify AMSD, and its officers, directors, shareholders, members, agents, affiliates and employees (collectively, "AMSD Indemnified Parties") harmless from and against any and all claims, demands, losses or expenses, of any nature whatsoever, including reasonable attorneys' fees, to the extent arising directly or indirectly from or out of any negligent acts or omissions by VVC, its officers, directors, agents, subcontractors or employees relating to the exercise or utilization by VVC of the rights granted hereunder, except to the extent attributable to the negligence or willful misconduct of an AMSD Indemnified Party.

9. Default/Remedies.

a. A party shall be in default hereunder if any of the following events shall occur:

(i) Such party fails to pay to the other party when due any undisputed sum required by this Agreement to be paid to the other party and the nonpaying party shall fail for a period of ten (10) business days following receipt of written notice from the other party specifying such default to cure such default by payment of the amount due;

(ii) Such party fails to perform timely any of its other material obligations hereunder or under the Naming Rights Agreement, and such default shall continue for a period of 30 days following receipt of written notice from the other party specifying such default. If the default specified in such notice is curable but of a nature such that it cannot be cured through the exercise of reasonable diligence within the 30 day cure period, then such 30 day cure period shall be extended to a period as is reasonable (but in no event more than 180 days) to cure such default, provided the non-performing party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure;

(iii) Such party becomes insolvent, or takes the benefit of any present or future insolvency statute; or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(iv) By order or decree of the court such party is adjudged bankrupt, insolvent, or an order is made approving a petition filed by any of its creditors or by any of its stockholders or partners, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any State thereof; or

(v) A petition under any part of the Federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against such party and is not dismissed or stayed within 60 days after the filing thereof; or

b. If either party is in default hereunder beyond applicable grace or cure periods, the other party shall be entitled to terminate the Agreement (and if so terminated, the Naming Rights Agreement shall also automatically terminate at the same time without the need for any further action by any party) or seek specific performance, and in any event may sue for damages. In any action for damages under this Agreement, neither party shall be liable or responsible under any circumstances for any consequential, incidental, indirect or punitive damages.

#### 10. Lender Agreement.

It is understood that AMSD or its respective affiliates may mortgage, assign, grant a security interest in, pledge or otherwise encumber their respective interests in this Agreement, or any combination or portion thereof, as security for any loan or financing obtained by AMSD or its respective affiliates from any lender ("Lender"). In connection therewith, VVC agrees as follows:

a. If Lender (or any purchaser at a judicial or non-judicial foreclosure sale) shall become the owner of the Arena by reason of foreclosure or by a deed in lieu of foreclosure, this Agreement shall continue in full force and effect, without necessity for executing a new contract, upon all of the same terms, covenants and provisions contained herein and VVC shall be bound to the new owner and shall attorn to such new owner and recognize such new owner as AMSD

hereunder.

b. VVC shall deliver a duplicate copy of any notices of default hereunder to Lender provided that AMSD has provided VVC with the name and contact information for any such Lender. Lender shall be entitled to exercise all rights and to cure any defaults of AMSD hereunder.

c. Upon receipt of Lender's written instructions, VVC shall make all payments to be made by it hereunder directly to Lender and AMSD irrevocably authorizes and instructs VVC to comply with such written instructions and releases VVC from any liability to AMSD for all payments so made.

d. VVC shall not terminate this Agreement on account of any default or breach by AMSD without written notice to Lender and first providing Lender (i) 30 days to cure any monetary defaults or (ii) a reasonable opportunity, but not fewer than 90 days, to cure any non-monetary defaults so long as Lender shall have commenced to cure such non-monetary default within 90 days after its receipt of the notice of default.

e. Within 30 business days after the receipt of a written request of AMSD or any Lender, VVC shall execute and deliver to AMSD and such requesting party a written statement, to the extent applicable, (i) ratifying this Agreement, (ii) certifying that this Agreement is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated, (iii) certifying that, to the best of VVC's knowledge, no Party is in default under this Agreement and that there are no defenses, set-offs, recoupments or counterclaims against the enforcement of this Agreement by any Party hereto.

f. If a Lender requests, as a condition to providing financing for the Arena, any additional documentation evidencing the foregoing or containing additional assurances for the benefit of such Lender, VVC shall in good faith consider such request and shall execute and deliver such documentation provided that the form and substance thereof is reasonably satisfactory to VVC

11. Further Assurances. Subject to the terms and conditions of this Agreement, the parties will use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable law to consummate the transactions contemplated by this Agreement. The parties agree to execute and deliver such other documents, certificates, legal opinions (including if requested by AMSD's lenders), agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement. The parties will cooperate with each other to the fullest extent in obtaining all necessary consents and in complying with all regulatory requirements.

12. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall become a binding and enforceable Agreement among the parties hereto and their respective successors (including successors to the

Arena) and permitted assigns upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto, subject to the effectiveness of the Naming Rights Agreement. No prior writings, negotiations, arrangements, agreements and understandings, whether written or oral, among the parties shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by both parties in order for the same to be binding upon the parties.

b. Assignment.

(i) Except as set forth below in Section 12(b)(ii) and (iii), this Agreement and the rights and obligations of either party hereunder may not be assigned without the prior written approval of the other party, which approval may be withheld in the sole discretion of the applicable party.

(ii) Notwithstanding Section 12(b)(i), VVC shall not be required to obtain the consent of AMSD to the following: (A) any transfer by VVC of all or substantially all of its assets to a transferee who (1) after giving rise to all of the transactions contemplated with such transfer, has a net worth greater than or equal to the net worth of VVC immediately prior to such transfer, (2) executes and delivers an assumption agreement, in a form reasonably satisfactory to AMSD, pursuant to which such transferee agrees to assume all the obligations of VVC hereunder, and (3) is not a competitor of another sponsor of the Arena

(iii) Notwithstanding Section 12(b)(i), AMSD shall not be required to obtain the consent of VVC to the following: (i) any collateral assignment by AMSD of its rights hereunder to a Lender, and (ii) any transfer by AMSD of all or substantially all of its assets (including without limitation all or substantially all of AMSD's interest in and rights to the Arena) to a transferee who executes and delivers an assumption agreement, in a form reasonably satisfactory to VVC, pursuant to which such transferee agrees to assume all the obligations of AMSD hereunder.

c. Notices. All notices and other communications hereunder will be in writing and will be deemed given if delivered personally, or mailed by registered or certified mail (return receipt requested), or overnight receipted delivery by a major overnight carrier (c.g. Federal Express, DHL, Airborne Express) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(i) If to VVC, to:

President, San Pasqual Casino Development Group, Inc.  
16300 Nyemii Pass Road  
Valley Center, CA 92082-6769  
Attention: Joe Navarro  
Tel: 760-291-5577  
Fax: 760-291-5544

with a copy to: General Manager, Valley View Casino  
16300 Nyemii Pass Road  
Valley Center, CA 92082-6769  
Attention: Bruce Howard  
Tel: 760-291-5550  
Fax: 760-291-5544

(ii) If to AMSD, to:

AEG Management SD, LLC  
800 W. Olympic Blvd, Suite 3500  
Los Angeles, California 90015  
Attention: Nick Baker  
Tel: (213) 742-7144  
Fax: (213) 763-7710

with a copy to: AEG Management SD, LLC  
3500 Sports Arena Blvd.  
San Diego, CA 92110  
Attention: Ernie Hahn  
Tel: (619) 884-4855  
Fax: (619) 224-3010

And

AEG Management SD, LLC  
800 W Olympic Blvd, Suite 3500  
Los Angeles, California 90015  
Attention: Legal Department  
Fax: (213) 742-7294

e. Governing Law. This Agreement will be governed by the laws of the State of California without reference to principles of conflicts of laws.

f. Confidentiality. Each party shall retain in confidence the existence and terms and conditions of this Agreement unless consented to by the other party, which consent shall not be unreasonably withheld. No public announcement of the existence of this Agreement or its terms and conditions shall be made unless such announcement is approved in writing and advance by VVC and AMSD; provided, that VVC hereby consents to the disclosure of this Agreement by

AMSD to prospective and actual lenders, subject to the condition that such lenders agree to reasonable confidentiality provisions.

g. Dispute Resolution. In the event of any material dispute hereunder, upon the delivery of written notice by either party to the other of a request for mediation of a dispute under this Agreement, the parties shall have ten (10) days to mutually agree upon a professional mediator to mediate the dispute. The mediation shall be held in Los Angeles, California and shall be conducted for one (1) business day. Each party shall bear its own costs, fees and expenses associated with such mediation, except that the parties agree to split equally the costs and expenses of the mediator and the conduct of the mediation itself. If after the mediation the parties are unable to resolve the dispute, the parties agree to submit the dispute for arbitration in Los Angeles, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act. The determination of the arbitrator shall be final and conclusive upon the parties hereto. VVC hereby waives its sovereign immunity, if any, for the purposes of allowing Licensor to enforce all of its rights under this Agreement.

h. Drafting. Each party warrants, represents, and agrees that in executing and delivering this Agreement it does so freely and voluntarily, that such party has consulted with or has had the opportunity to consult with independent counsel of such party's own choice concerning this Agreement, and that each party has read and understands this Agreement, is fully aware of its legal effect and has entered into it freely based on such party's own judgment. Hence, this Agreement shall not be construed against any party on the basis that such party was the drafter.

i. Attorneys' Fees. Each party hereto shall bear its own attorneys' fees and expenses incurred in connection with the negotiation and consummation of this Agreement. If a dispute arises between the parties concerning this Agreement, the non-prevailing party shall pay upon demand the reasonable costs, expenses and attorneys' fees and expenses incurred by the prevailing party or parties in interpreting, protecting or pursuing any of such prevailing party's or parties' rights under this Agreement against such party.

j. Authorization. Each party represents to the other that the execution, delivery and performance of this Agreement have been authorized by all necessary corporate action and that it has requisite right, power and authority to perform hereunder.

k. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

l. Consents and Approvals. The parties hereby expressly acknowledge and agree that, unless otherwise expressly stated to the contrary in this Agreement, all of the consents and approvals that are necessary or required from either AMSD or VVC hereunder shall not be unreasonably conditioned, delayed, withheld or denied.

m. Independent Contractors. The parties hereto are acting as independent contractors, and this Agreement shall not create a partnership

n. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and restrictions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated to the extent the essential purposes of the parties can be satisfied.

o. No Offset Rights. All undisputed amounts required to be paid to AMSD under this Agreement shall be paid to AMSD in full and in a timely manner without assertion of any right of offset, counterclaim, withholding, deduction, right of cross-collateralization, or right of reduction on account of any obligations owed by other parties to VVC under any other agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

**AEG MANAGEMENT SD**, a Delaware limited liability company

By: 

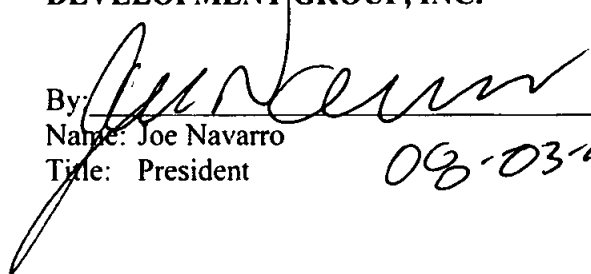
Name:

Title:

Earle Homan  
SR/VP/GM

8/5/10

**THE SAN PASQUAL CASINO  
DEVELOPMENT GROUP, INC.**

By: 

Name: Joe Navarro

Title: President

08-03-10

## **Exhibit A**

### **VVC Rights and Benefits**

VVC will receive each Contract Year:

- 1) 20 tickets located in Loge 1, and 10 parking passes, to every publicly ticketed event at the Arena.
- 2) Two (2) VIP terrace boxes with a total of sixteen (16) tickets for all publicly ticketed events at the Arena
- 3) Forty (40) CLUB 3500 Memberships to be issued to "Valley View Casino and Hotel". Includes:
  - a) Access to CLUB 3500 via a VIP entrance
  - b) Priority ticket access to purchase up one hundred sixty (160) premium seats to all publicly ticketed events at the Arena
  - c) Pre-sale opportunities
  - d) Club 3500 Parking Passes
  - e) Invitation to the annual Club 3500 Members Only event including food, beverages, music, etc
  - f) Use of the memberships shall be subject to the terms and conditions of the CLUB 3500 Membership Agreement
- 4) VVC will receive the following from AMSD for VVC's "Hotel Party Nights":
  - a) A ticket bank of 1,110 tickets (the "Party Night Ticket Bank") to be used by VVC as follows: up to 220 tickets per mutually agreed upon publicly ticketed event for such night for a minimum of five (5) "Hotel Party Nights"
  - b) In the event VVC does not utilize the entire Party Night Ticket Bank for such five (5) "Hotel Party Nights", VVC can utilize any remaining tickets in the Party Night Ticket Bank for up to an additional five (5) "Hotel Party Nights". For example, if VVC only uses 1,000 tickets of its Party Night Ticket Bank for the first five (5) "Hotel Party Nights", VVC has 110 tickets remaining in its Party Night Ticket Bank to be used by VVC for up to an additional five (5) "Hotel Party Nights" at its discretion (all at once, or spread out over the additional five (5) "Hotel Party Nights").
  - c) Roundtrip Shuttle service to be provided by VVC from Valley View Casino and Hotel to the Arena for all 220 guests. AMSD to provide complimentary VIP parking for the shuttle.