

AGREEMENT
(Executed Sample)

THIS AGREEMENT is made and entered into on January 5, 1999 ("Date"), by and between Atlantis National Bank, a Nevada Banking Corporation ("Bank"), whose office address is 2900 Financial Way, Las Vegas, Nevada 89999, and Saturn's Race and Sports Place, Inc., a Nevada Corporation ("Book"), whose office address is 1098 Wagering Boulevard, Las Vegas, Nevada 89888.

WITNESSETH

WHEREAS, the Book operates (or intends to operate) a Race and Sports Book, and requires a reserve account as prescribed in Nevada Gaming Commission Regulation 22.040;

WHEREAS, the Bank is a federally insured financial institution which desires and intends to issue and deliver a Certificate of Deposit for the Book's reserve account;

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

1. Upon receipt of a check in the amount of \$ 100,000.00 from the Book, the Bank shall issue a one (1) year Certificate of Deposit in the aggregate amount of \$ 100,000.00, payable jointly in the names and to the order of the Nevada Gaming Control Board and the Book.

2. The Certificate of Deposit shall be released and delivered only as prescribed in Nevada Gaming Commission Regulation 22.040, and more particularly as prescribed in subsection 6 of that section which provides as follows:

- "6. The agreements described in subsection 5 must reasonably protect the reserve against claims of the book's creditors other than the patrons for whose benefit and protection the reserve is established, and must provide that:
- (a) The reserve is established and held in trust for the benefit and protection of patrons to the extent the book holds money for their account, has accepted wagers from them on contingencies whose outcomes have not been determined, or owes them on winning wagers;
 - (b) The reserve must not be released, in whole or in part, except to the [State Gaming Control] Board on the written demand of the chairman or to the book on written instruction of the [Board] chairman. The reserve must be available within 60 days of the written demand or written notice. The book may receive income accruing on the reserve unless the chairman instructs otherwise pursuant to subsection 9 or 13;
 - (c) The book has no interest in or title to the reserve or income accruing on the reserve except to the extent expressly allowed in this section;
 - (d) Nevada law and this section govern the agreements and the book's interest in the reserve and income accruing on the reserve;
 - (e) The agreements are not effective until the chairman's approval has been obtained pursuant to subsection 7; and
 - (f) The agreements may be amended only with the prior, written approval of the chairman."

3. It is a condition of this agreement that it shall be considered renewed for one year from the present or any future maturity date unless at least thirty (30) days prior to said maturity date, the Bank shall notify the Board that this agreement will not be extended for an additional period.

In witness whereof, the parties hereto have caused this Agreement to be duly made, executed and delivered on the day and year first above written.

Atlantis National Bank a Nevada Corporation
Bank

Saturn's Race and Sports Place a Nevada Corporation
Licensee

Name (Signature)

Name (Signature)

Montgomery Clever
Name (Print)

Julius Saturn
Name (Print)

Branch Manager
Title (Print)

Chief Financial Officer
Title (Print)