

AGREEMENT

THIS AGREEMENT is made and entered into on _____ (“Date”), by and between _____ (“Bank”), whose office address is _____, and _____ (“Operator”), whose office address is _____.

WITNESSETH

WHEREAS, the Operator operates (or intends to operate) interactive gaming, and requires a reserve account as prescribed in Nevada Gaming Commission Regulation 5A.125;

WHEREAS, the Bank is a federally insured financial institution which desires and intends to issue and deliver a _____ for the Operator’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 \$ _____ from the Operator, the Bank shall issue a _____ in the aggregate amount of \$ _____, payable jointly in the names and to the order of the Nevada Gaming Control Board and the Operator.

2. The _____ shall be released and delivered only as prescribed in Nevada Gaming Commission Regulation 5A.125, and more particularly as prescribed in subsection 6 of that section which provides as follows:

“4. The agreements described in subsection 3 must reasonably protect the reserve against claims of the operator’s creditors other than the authorized players 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 authorized players to the extent the operator holds money in interactive gaming accounts for such authorized players;
- (b) The reserve must not be released, in whole or in part, except to the board on the written demand of the chairman or to the operator on the written instruction of the chairman. The reserve must be available within 60 days of the written demand or written notice. The operator may receive income accruing on the reserve unless the chairman instructs otherwise pursuant to subsection 10;
- (c) The operator 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 operator’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 5; 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.

Bank

Operator

Name (Signature)

Name (Signature)

Name (Print)

Name (Print)

Title (Print)

Title (Print)