

E-Filed On 3-1-10

1 GORDON SILVER
GERALD M. GORDON, ESQ.
2 Nevada Bar No. 229
E-mail: ggordon@gordonsilver.com
3 GREGORY E. GARMAN, ESQ.
Nevada Bar No. 6654
4 E-mail: ggarman@gordonsilver.com
TALITHA B. GRAY, ESQ.
5 Nevada Bar No. 9040
E-mail: tgray@gordonsilver.com
6 3960 Howard Hughes Pkwy., 9th Floor
Las Vegas, Nevada 89169
7 Telephone (702) 796-5555
Facsimile (702) 369-2666
8 [Proposed] Attorneys for Debtors

9 **UNITED STATES BANKRUPTCY COURT**
10 **FOR THE DISTRICT OF NEVADA**

11 In re:

12 BLACK GAMING, LLC

- 13 Affects this Debtor.
- Affects all Debtors.
- Affects VIRGIN RIVER CASINO CORPORATION
- 14 Affects B & BB, INC.
- Affects R. BLACK, INC.
- 15 Affects RBG, LLC
- Affects CASABLANCA RESORTS, LLC
- 16 Affects OASIS INTERVAL OWNERSHIP, LLC
- Affects OASIS INTERVAL MANAGEMENT, LLC
- 17 Affects OASIS RECREATIONAL PROPERTIES, INC.

Case No.: BK-10-13301-BAM; Chapter 11
Jointly Administered with:

- 10-13303 Virgin River Casino Corporation
- 10-13305 B & BB, Inc.
- 10-13306 R. Black, Inc.
- 10-13307 RBG, LLC
- 10-13309 Casablanca Resorts, LLC
- 10-13310 Oasis Interval Ownership, LLC
- 10-13311 Oasis Interval Management, LLC
- 10-13312 Oasis Recreational Properties, Inc.

Date: March 3, 2010
Time: 9:30 a.m.
Courtroom #3

18 **DECLARATION OF ALBERT H. KASS IN SUPPORT OF APPLICATION**
19 **FOR ORDER AUTHORIZING THE EMPLOYMENT OF KURTZMAN**
20 **CARSON CONSULTANTS LLC AS CLAIMS AND NOTICING**
AGENT FOR DEBTORS

21 I, Albert H. Kass, hereby declare as follows:

22 1. I am over the age of 18 and am mentally competent. I have personal knowledge
23 of the facts in this matter and if called upon to testify, could and would do so.

24 2. I am the Vice President of Corporate Restructuring Services of Kurtzman Carson
25 Consultants LLC ("KCC"), which maintains offices at 2335 Alaska Avenue, El Segundo, CA
26 90245, and I make this Declaration In Support Of The Application For Order Authorizing The
27 Employment Of Kurtzman Carson Consultants LLC As Claims And Noticing Agent For Debtors



1 (the "Application").¹ Except as otherwise noted, I have personal knowledge of the matters set
2 forth herein.

3 3. In addition to providing the services enumerated in the Guidelines as set forth in
4 the Application, and subject to Court approval, KCC further agrees to perform some or all of the
5 following services:

6 a. provide the Debtors with consulting services regarding noticing, claims
7 management and reconciliation, plan solicitation, balloting, disbursements, and any other
8 services agreed upon by the parties or otherwise required by applicable law, government
9 regulations or court rules or orders;

10 b. provide (i) computer software support and training in the use of the support
11 software, (ii) KCC's standard reports as well as consulting and programming support for the
12 Debtors' requested reports, (iii) program modifications, (iv) database modifications, and/or (v)
13 other features and services in accordance with the fees outlined in a pricing schedule provided to
14 the Debtors; and

15 c. without limiting the generality of the foregoing, KCC may, upon request by the
16 Debtors, (i) provide a communications plan including, but not limited to, preparation of
17 communications materials, dissemination of information and a call center staffed by KCC and/or
18 (ii) provide confidential online workspaces or virtual data rooms and publish documents to such
19 workspaces or data rooms.

20 4. The scope of KCC's services may be expanded from time to time, provided that
21 KCC and the Debtors mutually agree in writing to any such expansion and any corresponding
22 increase in fees. KCC's rates for its services in connection with the notice, claims processing,
23 and solicitation services are competitive and comparable to the rates charged by KCC's
24 competitors for similar services. Nonetheless, at the request of the Debtors, KCC has agreed to
25 provide the Debtors with a 10% discount on all fees incurred in connection with the Debtors'
26 Bankruptcy Cases.

27 _____
28 ¹ Unless otherwise indicated, all capitalized terms herein shall have the meaning as in the Application.

1 5. Subject to this Court's approval of the Application, KCC is willing to serve as the
2 Debtors' claims and noticing agent and to perform the services described above. KCC will use
3 reasonable efforts to coordinate with the Debtors' other retained professionals to avoid
4 unnecessary duplication of services.

5 6. KCC is a bankruptcy administrator that specializes in providing comprehensive
6 chapter 11 administrative services including noticing, claims processing, balloting and other
7 related services critical to the effective administration of chapter 11 cases. Indeed, KCC has
8 developed efficient and cost-effective methods to properly handle the voluminous mailings
9 associated with the noticing, claims processing and balloting portions of chapter 11 cases to
10 ensure the orderly and fair treatment of creditors, equity security holders and all parties in
11 interest. Further, KCC will work with the Clerk's Office to ensure that such methodology
12 conforms with all of the Court's procedures, the Local Rules and the provisions of any orders
13 entered by this Court.

14 7. In addition, KCC has substantial experience in matters of this size and
15 complexity, and has acted as the official claims, noticing, and balloting agent in many large
16 bankruptcy cases pending throughout the nation. See, e.g., In re Lake at Las Vegas Joint
17 Venture, LLC, Case No. 08-17814-LBR (Bankr. D. Nev.); In re Stations Casinos, Inc., 09-
18 52477-GWZ (Bankr. D. Nev. 2009); In re Japan Airlines Corporation, et al., Case No. 10-10198
19 (Bankr. S.D.N.Y. January 19, 2010); In re Ultra Stores, Inc., et al., Case No. 09-11854 (Bankr.
20 S.D.N.Y. April 9, 2009); In re Lear Corporation, Case No. 09-14326 (Bankr. S.D.N.Y. July 7,
21 2009); In re Charter Communications, Inc., Case No. 09-11435 (Bankr. S.D.N.Y. 2009); In re
22 Gen. Growth Props., Inc., Case No. 09-11977 (Bankr. S.D.N.Y. Apr. 16, 2009); In re
23 International Aluminum Corporation, Case No. 10-10003 (Bankr. D. Del. 2010); In re Specialty
24 Packaging Holdings, Inc., Case No. 10-10142 (Bankr. D. Del. 2010); In re Visteon Corporation,
25 et al., Case No. 09-11786 (Bankr. D. Del. 2009); In re HPG International, Inc., et al., Case No.
26 09-10231 (Bankr. D. Del. 2009). Accordingly, KCC is qualified and competent to serve as
27 claims and noticing agent in these Bankruptcy Cases.

28 8. Although the Debtors do not propose to retain KCC under Section 327 of the

1 Bankruptcy Code, KCC has nonetheless conducted a conflicts analysis and, to the best of its
2 knowledge, KCC neither holds nor represents an interest materially adverse to the Debtors'
3 estates nor has a material connection to the Debtors, their creditors or their related parties with
4 respect to any matter for which KCC will be employed. KCC may have relationships with
5 certain of the Debtors' creditors as vendors or in connection with cases in which KCC serves or
6 has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To
7 the best of my knowledge, such relationships are materially unrelated to these chapter 11 cases.
8 In addition, KCC personnel may have relationships with some of the Debtors' creditors or other
9 parties in interest. However, to the best of my knowledge, such relationships, to the extent they
10 exist, are of a personal financial nature and completely unrelated to these chapter 11 cases. KCC
11 has and will continue to represent clients in matters materially unrelated to these chapter 11
12 cases. In addition, KCC has had and will continue to have relationships in the ordinary course of
13 its business with certain vendors, professionals and other parties in interest that may be involved
14 in the Debtors' cases in matters unrelated to these cases.

15 9. To the best of my knowledge, information, and belief insofar as I have been able
16 to ascertain after reasonable inquiry, KCC: (a) is a "disinterested person" as that term is used in
17 Bankruptcy Code section 327 and defined in section 101(14), except that KCC was employed by
18 the Debtors prior to the Petition Date as allowed by section 1107(b) of the Bankruptcy Code; and
19 (b) does not hold or represent an interest adverse to these chapter 11 estates and does not have
20 any connection either with the Debtors, their creditors, or any other party in interest in these
21 cases or with their respective attorneys or accountants, or with the United States Trustee or any
22 person employed in the Office of the United States Trustee.

23 10. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited
24 is a financial services and technologies provider for the global securities industry. Within the
25 Computershare corporate structure, KCC operates as a separate, segregated business unit. As
26 such, any relationships that Computershare Limited and its affiliates maintain do not create an
27 interest of KCC that would be materially adverse to the Debtors' estates or any class of creditors
28 or equity security holders. Administar, a claims and noticing agent, is also an indirect subsidiary

1 of Computershare Limited. On June 10, 2009, the marketing and operation of Administar's
2 restructuring services were consolidated under KCC.

3 11. The following supplemental disclosures, which are made to the best of my
4 knowledge, information and belief after reasonable inquiry, are made with respect to KCC's
5 disinterestedness. References to KCC include all employees who are expected to render services
6 in these cases.

7 a. KCC is not and was not a creditor, an equity security holder, or an insider of the
8 Debtors;

9 b. KCC is not and was not, within two years before the Petition Date, a director,
10 officer, or employee of the Debtors; and

11 c. KCC has no interest materially adverse to the interests of the estate or of any class
12 of creditors or equity security holders, either by reason of any direct or indirect relationship to,
13 connection with, or interest in the Debtors or for any other reason.

14 12. In connection with its retention as claims and noticing agent, KCC represents,
15 among other things, that: (a) KCC will not consider itself employed by the United States
16 government and shall not seek any compensation from the United States government in its
17 capacity as the claims and noticing agent in these chapter 11 cases; (b) by accepting employment
18 in these chapter 11 cases, KCC waives any rights to receive compensation from the United States
19 government; (c) in its capacity as the claims and noticing agent in these chapter 11 cases, KCC
20 will not be an agent of the United States and will not act on behalf of the United States; and (d)
21 KCC will not employ any past or present employees of the Debtors in connection with its work
22 as the claims and noticing agent in these chapter 11 cases.

23 13. To the extent the Debtors and/or KCC discover during the period of KCC's
24 employment any facts bearing upon the matters described herein, the Debtors and/or KCC
25 promptly will inform the Court.

26 14. To the best of my knowledge, information, and belief after reasonable inquiry,
27 KCC does not hold or represent any interest that would impair KCC's ability to objectively
28 perform the services contemplated herein.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

15. KCC will comply with all requests of the Clerk's Office, the guidelines promulgated by the Judicial Conference, and any orders of this Court.

I declare under penalty of perjury of the laws of the United States that these facts are true to the best of my knowledge and belief.

DATED this 22 day of February, 2010.


ALBERT H. KASS

EXHIBIT 1



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the ___ day of January, 2010, between Black Gaming, LLC (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC").

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually commencing January 1, 2011. If any price increases exceed 10%, KCC will give thirty (30) days written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estates in accordance with applicable laws, rules and orders of the Bankruptcy Court. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause a motion to be filed with the Bankruptcy Court seeking entry of an order pursuant to Section 156(c) approving this Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement.



KCC AGREEMENT FOR SERVICES

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) subject to applicable laws, rules and orders of the Bankruptcy Court, the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.



KCC AGREEMENT FOR SERVICES

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the chapter 11 cases.

VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.



KCC AGREEMENT FOR SERVICES

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.



KCC AGREEMENT FOR SERVICES

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133

Black Gaming, LLC
10777 W. Twain Ave., Ste 322
Las Vegas, NV 89135
Attn: Robert R. Black Sr.
Tel: (702) 222-2222

With a Copy to:
Gordon Silver
3960 Howard Hughes Pkwy., 9th Floor
Las Vegas, NV 89169
Attn: Gerald Gordon, Esq.

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.



KCC AGREEMENT FOR SERVICES

XV. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVI. ARBITRATION

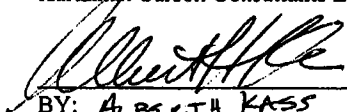
Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Los Angeles County, State of California. Notwithstanding, upon the commencement of the Chapter 11 cases, the Bankruptcy Court shall have exclusive jurisdiction regarding all controversies and claims arising out of or related to the Agreement.

XVII. ATTORNEYS' FEES

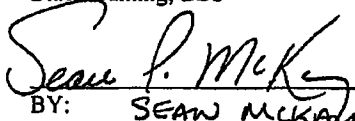
In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC


BY: ALBERT H. KASS DATE: 2/22/10
TITLE: Vice President, Corporate Restructuring

Black Gaming, LLC


BY: SEAN MCKAY DATE: 2/22/10
TITLE: CAO