



ORDERED in the Southern District of Florida on April 18, 2014.

**Robert A. Mark, Judge
United States Bankruptcy Court**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov**

In re:

Chapter 11

Florida Gaming Centers, Inc., *et al.*,¹

Case No. 13-29597 (RAM)

Debtors.

Jointly Administered

**ORDER UNDER 11 U.S.C §§ 105, 363 AND FED. R.
BANKR. P. 2002, 6004, 6006, 9007, 9019, AND 9014 APPROVING (I)
ALTERNATIVE BID OF GLP CAPITAL, L.P. AND MGA HOLDING FL, LLC,
AND (II) TO THE EXTENT THE SALE TO THE SUCCESSFUL BIDDER DOES
NOT CLOSE, THE (A) SALE OF ASSETS TO THE ALTERNATE BIDDER FREE
AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS;
(B) THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS
TO ALTERNATE BIDDER; AND (C) RELATED RELIEF**

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's tax identification number are: Florida Gaming Centers, Inc. (5893), Florida Gaming Corporation (0533), Tara Club Estates, Inc. (9545), and Freedom Holding, Inc. (4929) .

Upon the motion, as amended from time to time, dated November 25, 2013 [Docket No. 228] (the “Sale Motion”) of Florida Gaming Centers, Inc. (“Centers”), Florida Gaming Corporation (“Holdings” and collectively with their affiliates, the “Debtors”), as debtors and debtors in possession in the above-captioned chapter 11 cases (the “Chapter 11 Cases”),² for entry of an order, under sections 105 and 363 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, and 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing and approving (i) the sale of substantially all of the Sellers’ assets (the “Sale Assets”), (ii) the assumption by the Sellers and the assignment by the Sellers of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code and the fixing and satisfaction by the Seller of Cure Amounts relating thereto, and (iii) granting related relief; and upon (a) the Court having entered its order, dated December 30, 2013 (the “Sale Procedures Order”) [Docket No. 261], authorizing and approving the Sale Procedures, notice of the Sale, and the hearing to consider approval of the Transactions (the “Sale Hearing”); (b) an Auction having been held in accordance with the Sale Procedures Order and the Sale Procedures appended thereto (as such Sale Procedures were modified from time to time in accordance therewith); (c) at the conclusion of the Auction, Fronton Holdings, LLC having been chosen as the Successful Bidder (“Fronton”) and GLP Capital L.P. and MGA Holding FL, LLC (the “Alternate Bidder”) having been selected as the Alternate Bidder (as defined in the Sale Procedures Order) in accordance with the Sale Procedures Order and the Sale Procedures; (d) the Sale Hearing having been held on March 26, 2014 to consider the relief

² Capitalized terms used or incorporated by reference herein and not otherwise defined shall have the meanings ascribed to such terms in the Alternate APA (as defined below) and, where indicated in the Sale Order, the Sale Motion or the Sale Procedures Order.

requested in the Sale Motion; (e) the record of the Sale Hearing, including the proffer of Alexander Fisch of Guggenheim Securities, LLC (“Guggenheim Securities”) in support of the Transactions (the “Fisch Proffer”) and the proffer of Daniel Licciardi in support of the Transactions (the “Licciardi Proffer” and together with the Fisch Proffer, the “Proffers”), and all of the other proceedings before the Court; (f) the Court having reviewed the Sale Motion and any objections thereto (the “Objections”); and (g) the Court having entered an order, dated April 7, 2014 Under 11 U.S.C. 105, 363 and Fed. R. Bankr.P. 2002, 6006, 9007, 9019, and 9014 Approving (A) Sale of Assets Free and clear of Liens, Claims, Encumbrances, and other Interests, (B) Assumption and Assignment of Executory Contracts to Successful Bidder, and (C) Related Relief (the “Sale Order”) [Docket No. 420]; and all parties in interest having been afforded an opportunity to be heard with respect to the Sale Motion and all of the relief related thereto; and it appearing that the relief requested by the Sale Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; the Court having entered the Sale Order; and after due deliberation thereon and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. **Incorporation of Sale Order.** All of the provisions of the Sale Order are incorporated in this order (the “Alternate Sale Order”) by reference as if stated in full herein in the manner described herein. All of the factual and legal findings and conclusions and the basis therefore are made a part of this Alternate Sale Order as factual and legal conclusions herein.

2. **Objections Overruled.** Any objections to the entry of this Alternate Sale Order or the relief granted herein that have not been withdrawn, waived, or settled, or not otherwise

resolved pursuant to the terms hereof, if any, are hereby denied and overruled on the merits with prejudice.

3. **Approval of Alternate Bidder.** The Alternate Bidder is hereby approved as the Alternate Bidder with respect to the Sale Assets. In the event that the Sale to Fronton pursuant to the APA fails to close pursuant to the terms thereof, Sellers are empowered to enter into that certain Asset Purchase Agreement with the Alternate Bidder, dated as of March 25, 2014, with an Alternate Bid amount of \$153,263,620, in the form submitted by Alternate Bidder attached hereto as Exhibit I, (the "Alternate APA").

4. In the event the Sellers enter into the Alternate APA, (i) each finding and conclusion made by this Court in the Sale Order with respect to Fronton shall be incorporated by reference herein and be deemed to have been made with respect to the Alternate Bidder, (ii) the Alternate APA and the Alternate Bidder will be entitled to the same treatment as that afforded to the APA and Fronton in the Sale Order; (iii) the Alternate Bidder shall be substituted for Fronton for all purposes under the provisions of the Sale Order, as incorporated, and this Alternate Sale Order, and the Alternate APA shall be substituted for the APA for all purposes under the provisions of the Sale Order, as incorporated, and this Alternate Sale Order; and (iv) every reference to "Purchaser" in the Sale Order, as incorporated by reference herein, shall be construed to mean the Alternate Bidder; every reference to the "APA" in the Sale Order, as incorporated by reference herein, shall be construed to mean the Alternate APA; the term "Sale" in this Alternate Sale Order shall mean the sale and all related transactions in accordance with the Alternate APA; the term "Transactions" incorporated by reference in this Alternate Sale Order shall mean the Sale and other transactions to be consummated pursuant to the Alternate APA;

the term "Transaction Documents" incorporated by reference in this Alternate Sale Order shall include the Alternate APA and all other agreements, documents and instruments necessary to effect the transactions contemplated thereby. For the avoidance of doubt, nothing herein shall alter the relief granted to the parties pursuant to the terms of the Sale Order.

5. The Deposit delivered to Sellers pursuant to the Sales Procedure Order and the Alternate APA shall be non-refundable to Alternate Bidder and payable to Sellers in full if the Closing under the Alternate APA fails to occur due to a default under the Alternate APA by the Alternate Bidder and the Alternate APA is terminated by Sellers under Section 11.01(C)(i) of the Alternate APA. In such event, upon such termination by Sellers of the Alternate APA as a result thereof, the Deposit shall be paid to Sellers. Otherwise, the Deposit shall be returned to Alternate Bidder (A) five (5) business days following the earliest to occur of: (i) May 30, 2014, (ii) the closing of the Sale of the Sale Assets to Fronton or its assignee, and (iii) any termination of the Alternate APA other than by Sellers pursuant to Section 11.01(c)(i), or (B) upon the Closing of the sale of the Sale Assets to Alternate Bidder as the approved purchaser, in which case the Deposit shall be applied against the Purchase Price.

6. **Payment of the Settlement/Break-Up Fee.** This Alternate Sale Order will clarify that the provision in paragraph 25 of the Sale Order granting Silvermark a lien on any forfeited Deposit of Alternate Bidder grants Silvermark a lien only to the extent of the Debtor's interest in the Deposit of Alternate Bidder.

7. **Jurisdiction.** The Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

8. **Service.** The Debtors shall serve a copy of this Order upon all creditors and parties in interest with only Exhibit II attached and shall make copies of the Alternate APA available upon request.

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Submitted by:

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(Attorney Salazar shall serve a copy of this Order upon all interested parties upon receipt and file a certificate of service)

EXHIBIT I

Alternate APA

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

GLP CAPITAL, L.P.,
A PENNSYLVANIA LIMITED PARTNERSHIP,
OR ITS ASSIGNEE(S),

MGA HOLDING FL, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
OR ITS ASSIGNEE(S),

AND

FLORIDA GAMING CENTERS, INC.,
A FLORIDA CORPORATION

AND

FLORIDA GAMING CORPORATION,
A DELAWARE CORPORATION
(solely with respect to Sections 1.01(a), 4.12 and 4.13)

DATED AS OF MARCH 25, 2014

AUCTION VERSION

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT dated as of March 25, 2014 (the "Effective Date") is made and entered into by and among GLP CAPITAL, L.P., a Pennsylvania limited partnership or its assignee(s) pursuant to Section 14.06 (as applicable, "GLP Purchaser"), and MGA HOLDING FL, LLC, a Florida limited liability company or its assignee(s) pursuant to Section 14.06 (as applicable, "MGA Purchaser", together with GLP Purchaser, "Purchaser"), and FLORIDA GAMING CENTERS, INC., a Florida corporation ("Seller") and FLORIDA GAMING CORPORATION, a Delaware corporation ("Parent"), solely with respect to Sections 1.01(a), 4.12 and 4.13. Capitalized terms not otherwise defined herein have the meanings set forth in Section 12.01.

WHEREAS, Seller is engaged in the business of the operation of jai alai, slot machines and related gaming and other ancillary businesses, including poker, domino, cards and inter-track wagering, in Miami, Florida (d/b/a Miami Jai Alai) and Ft. Pierce, Florida (d/b/a Ft. Pierce Jai Alai), and holds, and operates under, the Gaming Licenses (collectively, the "Business"); and

WHEREAS, Parent owns certain real estate and is a party to certain contracts related to the Business (collectively, the "Parent Assets"); and

WHEREAS, Seller, Parent and certain of their affiliates are debtors in possession under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), having filed voluntary petitions for relief under chapter 11 on August 19, 2013 (the "Petition Date") in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court"); and Seller's chapter 11 case is Case No. 13-29598-RAM (the "Bankruptcy Case"); and

WHEREAS, Seller and Parent, as applicable, desire to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and/or assume from Seller and Parent, as applicable, all of the Assets, Parent Assets, Included Contracts and Assumed Liabilities, "AS-IS" and "WHERE-IS," free and clear of any and all Liens (other than Permitted Liens), pursuant to Bankruptcy Code sections 105, 363 and 365 and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Seller and Purchaser have agreed that this Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing offers for the Assets, solely to the extent any such offers are submitted and considered in accordance with the Sale Procedures Order.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SALE OF ASSETS AND CLOSING

1.01 Purchase and Sale of Assets of Seller.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller and Parent, with respect to the Parent Assets, will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase, acquire, accept and pay for, all of the Assets of Seller and the Parent Assets, free and clear of any and all Liens (other than Permitted Liens) (the "Sale").

(b) From and after the Effective Date, Seller shall use its best efforts to obtain from the Bankruptcy Court: subject to the results of any Auction that may occur pursuant to the Sale Procedures Order, the Sale Order. The foregoing shall include Seller's obligation to request and use its best efforts to obtain entry of the Sale Order by March 30, 2014. In the event that the Bankruptcy Court does not enter the Sale Order by March 30, 2014, then Seller shall continue to use its reasonable best efforts to obtain the same, but provided that, if Purchaser is then ready, willing and able to consummate the transactions contemplated by this Agreement, each condition set forth at Article VII of this Agreement (other than that set forth at Section 7.05) has been satisfied, and Purchaser is not then in default hereunder, Purchaser shall have the right and option, which may be exercised by Purchaser in its reasonable discretion, to terminate this Agreement by written notice to Seller. In the event Purchaser terminates this Agreement in either such case, the Deposit shall be refunded, withdrawn or cancelled. Upon any such termination, neither Purchaser nor any of its Representatives shall have any Liability or obligation whatsoever to any party hereto or any other Person under or pursuant to this Agreement, any of the Ancillary Agreements or applicable Law.

1.02 Purchase Price, Assumed Liabilities and Included Contracts; Deposit.

(a) Purchase Price. Subject to the terms and conditions of this Agreement, the cash purchase price for the Assets is One Hundred Fifty Three Million Two Hundred Sixty-Three Thousand Six Hundred Twenty and 00/100 Dollars (\$153,263,620.00) (the "Purchase Price"). The Purchase Price, as adjusted based on prorations and credits under this Agreement, shall be payable to Seller in immediately available United States funds at the Closing in the manner provided in Section 1.04.

(b) Assumed Liabilities. As additional consideration for the purchase of the Assets, on the Closing Date, Purchaser shall assume, and become solely and exclusively liable for, the Assumed Liabilities. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not assume, and shall be deemed not to have assumed, any liabilities or any obligations or liabilities of Seller or any of its Affiliates or the Business, other than the Assumed Liabilities.

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(c) Included Contracts. On the Closing Date, pursuant to Bankruptcy Code section 365, Seller shall assume and assign to Purchaser, and Purchaser shall accept assignment of, the Included Contracts.

(d) Deposit. Consistent with the Sale Procedures Order, Purchaser has delivered the Deposit to the Seller to be held in a non-interest bearing account. The Deposit is in the amount of \$6,712,500.00 and shall be non-refundable to Purchaser and payable to Seller in full if the Closing fails to occur due to a default under this Agreement by Purchaser and the Agreement is terminated by Seller pursuant to Section 11.01(c)(i). In such event, upon such termination by Seller of this Agreement as a result thereof, the Deposit shall be paid to Seller. Otherwise, the Deposit shall be returned to Purchaser (A) five (5) business days following the earliest to occur of: (i) May 30, 2014, (ii) the closing of the sale of the Assets to Fronton Holdings, LLC (or its assignee), and (iii) any termination of this Agreement other than by Seller pursuant to Section 11.01(c)(i), or (B) upon the Closing of the sale of the Assets to Purchaser as the approved Alternate Bidder, in which case the Deposit shall be applied against the Purchase Price. Seller acknowledges that the posting of the Deposit by Purchaser to be held and applied pursuant to the terms hereof is, among other covenants contained in this Agreement, good, valuable and sufficient consideration for this Agreement.

(e) Miami-Dade County Loan Documents. Notwithstanding anything to the contrary set forth in this Agreement, Purchaser shall have the right, in its sole and absolute discretion and without the approval of Seller, to designate the Miami-Dade County Loan Documents as "Assumed Liabilities", and in connection therewith, (i) Purchaser shall assume, and become solely and exclusively liable for, the obligations and liabilities arising under the Miami-Dade County Loan Documents, and (ii) the amount of the Purchase Price shall be reduced, dollar for dollar, by the amount of the outstanding balance of the Miami-Dade County Loan Documents so assumed.

1.03 Purchaser Modifications to Assets and Included Contracts. Within three (3) days after the Effective Date, Purchaser may, without the approval of the Seller: (i) designate any Assets as Excluded Assets, or (ii) designate any contract as an Included Contract, provided, that Seller shall give notice to all applicable parties as required by Law with respect to any contract that is subsequently designated as an Included Contract.

1.04 Closing. The Closing will take place at the offices of Seller's counsel or such other location as agreed to by Purchaser and Seller, at 10:00 A.M. Eastern time on the Closing Date or at such other time and place as may be mutually agreed upon by the parties. At the Closing, Purchaser will pay the Purchase Price, as adjusted based on prorations and credits under this Agreement, to Seller by wire transfer of immediately available funds to such accounts as Seller may reasonably direct by written notice delivered to Purchaser at least two (2) Business Days before the Closing Date. At the Closing, there shall also be delivered to Purchaser and Seller all contracts, documents, certificates, and instruments required to be delivered under Article VI and Article VII.

1.05 Purchase Price Adjustments and Deductions; Prorations and Credits.

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(a) The Assets shall include Cash on Hand (to be verified by procedures set forth in Section 1.09 below) up to a maximum of \$2,100,000. Any amount of Cash on Hand in excess of \$2,100,000 shall be retained by Seller as an Excluded Asset, provided, however, that to the extent the amount of assumed Ordinary Course Payables exceeds \$2,610,000, then any excess Cash on Hand that would otherwise constitute an Excluded Asset shall first be applied to satisfy such amount of assumed Ordinary Course Payables, with only the remaining balance to constitute an Excluded Asset. In the event Purchaser is designated as the Alternate Bidder pursuant to the Sale Procedures Order and prior to the Closing Seller pays the 2014 Slot Machine License fees for the Miami Jai Alai Facility, Purchaser shall receive a credit against the Purchase Price in an amount equal to the positive difference, if any, between (x) \$2,100,000 minus (y) the amount of Cash on Hand at Closing.

(b) The Purchase Price shall be decreased by an amount equal to the amount of the total Liabilities of Seller associated with Uncashed Tickets, in the manner set forth in Section 1.08 of this Agreement.

(c) The Purchase Price shall also be adjusted (upwards or downwards) as a result of the following prorations and credits relating to the Assets and the ownership and operation of the Business as of the Closing Date and reflected in the Operations Settlement Statement, with Seller liable to Purchaser for such items to the extent such items relate to any time period on or prior to the Closing Date, and Purchaser being liable to the extent such items relate to periods subsequent to the Closing Date or are Assumed Liabilities; provided, however, that with respect to third parties, payment of any such items to such third parties shall be the responsibility of Purchaser after the Closing Date. For the avoidance of doubt, any Taxes (other than Income Taxes and Transfer Taxes) relating to any period shall be paid in full to the Tax Authority by the party owning the Assets as of the date such Taxes become due and payable; provided, however, that the foregoing is intended for the benefit of the relevant Tax Authority and shall not affect the adjustments and prorations between Seller and Purchaser described herein:

- (i) Real estate taxes on or with respect to the Assets;
- (ii) Rents, lease amounts, additional rents, taxes and other items payable by Seller under the Operating Agreements;
- (iii) The amount of rents, taxes and charges for sewer, water, telephone, electricity and other utilities relating to the Real Property and the real property subject to any Real Property Leases;
- (iv) All other Taxes (except for Income Taxes and Transfer Taxes) on or with respect to the Assets and/or the Business;
- (v) All prepaid expenses of Seller existing on the Closing Date (the "Prepaid Expenses");

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(vi) All prepaid deposits of Seller in connection with the Business existing on the Closing Date listed on Schedule IX of Seller Disclosure Schedule (the "Prepaid Deposits");

(vii) All accrued expenses under the Operating Agreements; and

(viii) Such other items as are mutually agreed by the parties.

(d) Except as otherwise agreed by the parties, the net amount of all such prorations and credits will be settled and paid by Seller, on the one hand, or Purchaser, on the other hand, as applicable, on the Closing Date, and: (x) if the real estate tax bill for the year of this Agreement has not yet been issued then the proration shall be based on the prior year's taxes; (y) all taxes and real estate assessments will be prorated as of 12:01 A.M. on the Closing Date on the basis of a 365-day year or a 366-day year, as the case may be. If, on the Closing Date, the current real property tax bill with respect to the Business or the Assets is not available, the amount of real property taxes will be apportioned based on the current year's millage applied to that portion of the Purchase Price allocated to the Real Property. If the current year's millage is not fixed, taxes will be apportioned in the same manner based upon the immediately prior year's millage.

1.06 Further Assurances; Post-Closing Cooperation.

(a) Subject to the terms and conditions of this Agreement, at any time or from time to time after the Closing, at Purchaser's request and without further consideration, Seller or Parent, as applicable, shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order to effectively transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Assets, and, to the full extent permitted by Law, to put Purchaser in actual possession and operating control of the Business and the Assets and to assist Purchaser in exercising all rights with respect thereto, and otherwise confer upon Purchaser the benefits of this Agreement. Without limiting the foregoing, Seller or Parent, as applicable, shall cooperate (unless it ceases to exist or is incapable of doing so) with any reasonable request of Purchaser, at Purchaser's expense: (i) to assign to Purchaser any Contract that Purchaser hereafter discovers is necessary to the conduct of the Business but that is not listed on Schedule II (Included Contracts) or Schedule VII (Excluded Contracts), and (ii) with respect to any Included Contract as to which assumption and assignment requires consent of the non-debtor party but such consent has not been granted, to cooperate in any reasonable and lawful arrangement that enables Purchaser to receive the benefits of such Included Contract until such consent has been obtained or Purchaser has obtained the benefits of such Contract by other means.

(b) Following the Closing, each party will afford the other party, its counsel and its accountants, during normal business hours, reasonable access to the books, records and other data relating to the Business, Seller and/or the Assets with respect to periods prior to the Closing and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by the requesting party in connection with (i) the

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preparation of Tax Returns, (ii) compliance with the requirements of any Governmental or Regulatory Authority, (iii) the determination or enforcement of the rights and obligations of such other party to this Agreement and the transactions contemplated hereby, (iv) in connection with any actual or threatened Action or Proceeding, and (v) to enable the Seller or the Committee, or any successor to the Seller in the Bankruptcy Case, together with professionals engaged by the Seller, the Committee or any such successor, to complete the administration and winding down of the Bankruptcy Case.

(c) If, in order to prepare its Tax Returns, other documents or reports required to be filed with Governmental or Regulatory Authorities or its financial statements or to fulfill its obligations hereunder, it is necessary that a party be furnished with additional information, documents or records relating to the Business, Seller and/or the Assets, and such information, documents or records are in the possession or control of any other party to this Agreement, such other party shall use its reasonable best efforts to furnish or make available such information, documents or records (or copies thereof) at the recipient's request, cost and expense. Any information obtained by a party in accordance with this Section shall be held confidentially by it.

(d) Notwithstanding anything to the contrary contained in this Section 1.06, if Seller, on the one hand, and Purchaser, on the other hand, are in an adversarial relationship in litigation or arbitration, the furnishing of information, documents or records in accordance with subsections (b) and (c) of this Section shall be subject to applicable rules relating to discovery.

(e) In the event that any party hereto collects or receives, after the Closing, funds belonging to any other party, the party receiving such funds shall be deemed to have collected or received such funds in trust for the benefit of the other party, and shall promptly deliver the amounts to the party entitled thereto, and the parties will cooperate to minimize any such misdirected funds.

1.07 Third Party Consents. To the extent that the consummation of the transactions contemplated under this Agreement or the Ancillary Agreements will result in or give rise to any conflict, violation, breach, default, termination, cancellation, acceleration or modification or require the consent, approval or notice of the type described in Section 2.03(c) below, in any such case in a manner that is not resolved in the Sale Order (or other order of the Bankruptcy Court) to the reasonable satisfaction of Purchaser, in or with respect to any Included Contract to which Seller or Parent is a party or by which any of their assets and properties is bound, and which is material to or necessary for the operation of the Business. Seller shall, at its sole cost and expense, use its reasonable best efforts to obtain the consent or waiver of the other party or parties to such Included Contract so that the transactions contemplated hereby may be consummated without resulting or giving rise to such conflict, violation, breach, default, termination, cancellation, acceleration or modification. The provisions of this Section 1.07 shall not impair or impede the right of Purchaser to refuse to consummate the transactions contemplated by this Agreement if Section 6.05 has not been satisfied.

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1.08 Uncashed Tickets. At the Closing, Seller shall make a cash payment to or in favor of Purchaser in an amount equal to, or the Purchase Price shall be decreased by an amount equal to, the amount of the total Liabilities of Seller associated with uncashed, unclaimed or abandoned tickets, gaming chips, tokens and similar gaming Liabilities outstanding (collectively, "Uncashed Tickets") on the Closing Date made by wagers for bets placed at the Business on live events held at the Business. In addition, at the Closing, Seller shall make a cash payment to Purchaser in an amount equal to the aggregate dollar amount of Uncashed Tickets from inter-track wagers placed on live events held at the Business prior to the Closing (the "Offsite Wagering") which are outstanding on the Closing Date.

1.09 Determination of Cash on Hand at Closing. The amount of Seller's cash on hand at the Facilities as of the close of business (i.e., 11:59 P.M., E.T.) on the Closing Date (the "Cash on Hand") up to a maximum of \$2,100,000 shall be included in the Assets. Seller represents that (i) approximately \$2,000,000 in Cash on Hand is maintained at the Miami Jai Alai Facility in the Ordinary Course of Business and used in connection with the daily operations of the Business; and approximately \$100,000 in Cash on Hand is maintained at the Ft. Pierce Jai Alai Facility in the Ordinary Course of Business and used in connection with the daily operations of the Business. Seller and Purchaser will mutually designate individuals who will jointly count and mutually agree on the balance of the Cash on Hand, as determined in accordance with the calculation set forth on Schedule 1.09. If the parties are unable to agree upon the amount of the Cash on Hand, the parties will mutually designate an independent certified public accounting firm that will determine the Cash on Hand and resolve any disputes between the parties as to the Cash on Hand. Within two (2) Business Days after the written determination of such Cash on Hand by such independent certified public accounting firm, the parties will settle the allocation of Cash on Hand in accordance with Section 1.05(a).

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, that¹:

2.01 Corporate Existence; Capitalization.

(a) Seller. Seller is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Florida, and has full corporate power and authority to conduct its business as and to the extent conducted and, subject to authorization as is required by the Bankruptcy Court, to own, operate, use and lease its Assets, and to execute and deliver this Agreement and the Ancillary Agreements to which Seller is a party, to perform its obligations thereunder and hereunder and to consummate the transactions

¹ Notwithstanding any other provision of this Agreement or Seller Disclosure Schedule, each exception set forth in such Seller Disclosure Schedule will be deemed to qualify any other representation and warranty set forth in this Agreement to which such exception would be applicable.

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contemplated thereby and hereby. Seller is legally qualified to transact business as a foreign corporation, and is in good standing as such, in each of the jurisdictions in which the nature of its properties and/or the conduct of its business requires such qualification. Schedule 2.01(a) sets forth (i) each of the jurisdictions in which Seller is legally qualified to transact business as a foreign corporation and (ii) each of the names under which Seller has at any time done business. Seller has fully complied in all material respects with all of the requirements of any Law governing the use and registration of fictitious names, and has the legal right to use the names under which it operates its business. Except as set forth on Schedule 2.01(a), Seller has not changed its name or used any assumed or fictitious name other than those listed on Schedule 2.01(a), or been the surviving entity in a merger, acquired any businesses or changed its principal place of business or chief executive office, in each case, since the date of its organization.

(b) Subsidiaries. Seller does not have any equity investment in any entity, nor does it own any other securities with respect to any entity.

(c) Ownership of Assets. Seller owns the Assets, and, except as set forth on Schedule 2.01(c), Seller owns the Assets free and clear of all Liens of any kind.

2.02 Authority. Except for such authorization as is required by the Bankruptcy Court (as hereinafter provided for), Seller has all requisite power, authority and legal capacity to execute, deliver and perform this Agreement and has all requisite power, authority and legal capacity to execute, deliver and perform the Ancillary Agreements, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly authorized and requires no other approvals by Seller. This Agreement has been, and each of the Ancillary Agreements will be at or prior to the Closing, duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery by Purchaser, the entry of the Sale Order), this Agreement constitutes, and each of the Ancillary Agreements when so executed and delivered will constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

2.03 No Conflicts. The execution, delivery and performance by Seller of this Agreement does not and the execution and delivery by Seller of the applicable Ancillary Agreements to which it is a party, the performance by Seller of its obligations under this Agreement and such Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the articles of incorporation, bylaws or other comparable charter documents of Seller, as applicable;

(b) subject to obtaining the consents, approvals and actions, making the filings and giving the notices with respect to the HSR Act, applicable liquor license laws and regulations, applicable Bankruptcy laws and applicable Gaming Laws or as set forth in

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Schedule 2.03(b) of Seller Disclosure Schedule, conflict with or result in a violation or breach of any term or provision of any Law or Order applicable to any of Seller, any of its Affiliates, or any of the assets and properties of any of Seller or any of its Affiliates; or

(c) except as set forth in Schedule 2.03(b) of Seller Disclosure Schedule, (i) conflict with or result in a violation or breach of, (ii) constitute (with or without notice or lapse of time or both) a default under, (iii) require any of Seller or any of its Affiliates to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, (iv) result in or give to any Person any right of termination, cancellation, acceleration or modification in or with respect to, or (v) result in the creation or imposition of any Lien upon any of Seller or any of its Assets under any contract or license to which any of Seller or any such Affiliate is a party or by which any of the Assets is bound.

2.04 Governmental Approvals and Filings. Except as set forth in Schedule 2.03(b) of Seller Disclosure Schedule, no consent, approval, action, order or authorization of, or registration, declaration or filing with or notice to any Governmental or Regulatory Authority on the part of Seller is required in connection with the execution, delivery and performance of this Agreement or any of the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby.

2.05 Books and Records. None of the Books and Records is recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) is not under the direct control of one or more Employees. All Books and Records have been properly and accurately kept, and there are no material inaccuracies or discrepancies contained therein. The minute books for Seller, which shall be made available as reasonably requested by Purchaser for its review at any time prior to the Closing, are and shall continue to be correct, accurate and complete in all material respects at all times, such minute books contain and shall continue to contain true and accurate copies or the executed originals of documents, instruments and certificates with true signatures of the persons purporting to have signed them, and each such minute book contains and shall continue to contain an accurate record of all corporate actions of the shareholders and directors (and any committees thereof) of Seller taken by written consent or at a meeting since the date of its organization. All corporate actions taken by Seller have been duly authorized or ratified. At the Closing, the Books and Records will be delivered to Purchaser.

2.06 Financial Statements and Condition.

(a) Seller has made available to Purchaser (i) Seller's Annual Report Pursuant to the Uniform Reporting System Prescribed for Pari-Mutuel Permit Holders, audited by a certified public accountant as required by Florida Law, (ii) Seller's audited financial statements (including balance sheet, income statement and statement of cash flows) as of the end of the most recently completed last three (3) fiscal years prior to the latest date on which this representation is deemed to be made and for the twelve-month period ended on such date, (iii) unaudited consolidated financial statements of Seller (including balance sheet, income

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statement and statement of cash flows) for the portion of the current fiscal year ended on the last day of the calendar month that is no less than 30 days preceding the Effective Date, and (iv) unaudited and unconsolidated financial statements of Seller (including balance sheet, income statement and statement of cash flows) for the portion of the current fiscal year ended on the last day of the calendar month that is no less than 30 days preceding the Effective Date (collectively, "Financial Statements"). The Financial Statements are complete and correct in all material respects and have been prepared in accordance with GAAP, except that the unaudited financial statements do not contain footnotes and are subject to year-end audit adjustments made in accordance with GAAP. Seller maintains and will continue to maintain a standard system of accounting established and administered in accordance with GAAP. Seller has maintained the Books and Records for the past five (5) years in a manner sufficient to permit the preparation of financial statements in accordance with GAAP.

(b) Except as set forth on Schedule 2.06(b) of Seller Disclosure Schedule and except for Indebtedness reflected in the Financial Statements, Seller does not have any Indebtedness outstanding at the date hereof, other than Indebtedness incurred in the Ordinary Course of Business. Seller is not in material default with respect to any outstanding Indebtedness or any instrument relating thereto, except for: (a) such defaults that are disclosed on Schedule 2.06(b) of Seller Disclosure Schedule; and (b) any failure of Seller as a result of the filing of the Bankruptcy Case to pay any unsecured obligations that were due or accrued at the Petition Date.

2.07 No Material Change. Except as disclosed in Schedule 2.07 of Seller Disclosure Schedule and Seller's commencement of the Bankruptcy Case, since the date of the latest Financial Statements, no change has occurred that individually or in the aggregate could reasonably be expected to have a Material Adverse Change and no event has occurred or circumstance exists that may result in such a Material Adverse Change.

2.08 Liabilities. Seller does not know of any material contingent liabilities that are required under GAAP to be disclosed in the Financial Statements and which are not disclosed in the Financial Statements, except current liabilities incurred in the Ordinary Course of Business subsequent to the date of the latest Financial Statements.

2.09 Taxes.

(a) Except as set forth on Schedule 2.09(a) of Seller Disclosure Schedule, Seller and any consolidated, combined, unitary or aggregate group for Tax purposes of which Seller is or has been a member (collectively, the "Seller's Group") have duly completed and timely filed all Tax Returns required to be filed by them for the previous five (5) years from the date hereof. All such Tax Returns are correct and complete in all material respects. Seller does not expect any Tax Authority to assess any additional Taxes for any period. Except as set forth on Schedule 2.09(a) to Seller Disclosure Schedule, there is (i) no claim for Taxes that is or could be a Lien against the Assets, other than Liens for Taxes not yet due and payable, (ii) no audit of any Tax Return of Seller's Group which has been or which, to Seller's Knowledge, is being conducted by a Tax Authority, and (iii) Seller has no Knowledge of any outstanding or unresolved dispute or claim concerning any Tax Liability of Seller. No

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claim has ever been made by a Tax Authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction.

(b) Except as set forth on Schedule 2.09(a) of Seller Disclosure Schedule, Seller has withheld and paid all material Taxes required by Law to be withheld and paid by Seller with respect to any amounts paid or owing by Seller to any employee, independent contractor, creditor, shareholder or other third party. Seller has paid to the appropriate Tax Authorities all amounts so withheld or otherwise due in connection with employment by Seller of such service providers, and has timely filed all requisite Tax Returns with the Tax Authorities with respect to such Taxes. Seller is not a party to any Tax Proceedings with respect to the withholding of Taxes and/or payment to the Tax Authorities of withholding Taxes or other dues or Taxes with respect to the rendering of services to Seller or otherwise. To Seller's Knowledge, no investigation is being conducted against Seller by any Tax Authority with respect to any withholding, payment, filing or any other obligations in connection with the above.

(c) Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. Seller has made or will make available to Purchaser all Federal, state, local, and foreign income Tax Returns filed (for the five (5) year period prior to the date of this Agreement) with respect to Seller and such of those Tax Returns that have been audited. Seller has delivered or will make available to Purchaser correct and complete copies of all income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by Seller (for the five (5) year period prior to the date of this Agreement).

(d) Seller is not a party to any Tax allocation or sharing agreement, other than this Agreement.

(e) Seller is not a foreign corporation or other foreign entity subject to Code Sections 897 or 1446 with respect to the sale of the Assets hereunder.

2.10 Legal Proceedings. Except as set forth on Schedule 2.10 of Seller Disclosure Schedule, there are no Orders outstanding and no Actions or Proceedings pending or, to Seller's Knowledge, threatened, against, relating to or affecting Seller or any of the Assets. Except as set forth on Schedule 2.10 of Seller Disclosure Schedule, there are no facts or circumstances known to Seller that could be expected to give rise to any such Orders, Actions or Proceedings.

2.11 Compliance With Laws and Orders. Except as set forth on Schedule 2.11 of Seller Disclosure Schedule, Seller is not, nor has it at any time within the last three (3) years been, nor has Seller received any notice that Seller is or has at any time within the last three (3) years been in violation of or in default under, in any respect, any Law or Order applicable to Seller, the Business, or any of the Assets (including any Gaming License). Neither Seller nor, to Seller's Knowledge, any of its directors, executive officers, representatives, agents or employees (a) has used or is using any corporate funds for any illegal contributions, gifts, entertainment or other unlawful expenses relating to political activity, (b) has used or is using any corporate funds for any direct or indirect unlawful

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payments to any foreign or domestic governmental officials or employees, (c) has violated or is violating any provision of the Foreign Corrupt Practices Act of 1977, (d) has established or maintained, or is maintaining, any unlawful fund of corporate monies or other properties or (e) has made any bribe, unlawful rebate, payoff, influence payment, kickback or other unlawful payment of any nature.

2.12 Benefit Plans; ERISA.

(a) Schedule 2.12(a) of Seller Disclosure Schedule lists all (i) "employee benefit plans" within the meaning of Section 3(3) of ERISA (including any "individual retirement accounts" or "individual retirement annuities" within the meaning of Section 408 of the Code), sponsored by Seller and by each member of any trade or business (whether or not incorporated) that would be treated as a single employer with Seller under Section 4001 of ERISA or Section 414(h), (c), (m) or (o) of the Code (an "ERISA Affiliate"); (ii) employment agreements, including, but not limited to, any individual benefit arrangement, policy or practice with respect to any current or former employee or director of Seller or an ERISA Affiliate, and (iii) other employee benefit, bonus or other incentive compensation, stock option, stock purchase, stock appreciation, severance pay, lay-off or reduction in force, change in control, sick pay, vacation pay, salary continuation, retainer, leave of absence, educational assistance, service award, employee discount, fringe benefit plans, arrangements, policies or practices, whether formal or informal, oral or written, legally binding or not, which Seller or any ERISA Affiliate maintains, to which any of them contributes, or for which any of them has any obligation or Liability. All such plans, agreements, programs, policies and arrangements shall be collectively referred to as the "Seller Plans."

(b) With respect to each Seller Plan to Seller's Knowledge, true, correct and complete copies of all documents creating or evidencing each Seller Plan have been delivered or will be made available to Purchaser, and true, correct and complete copies of all reports, forms and other documents required to be filed with any Governmental or Regulatory Authority Entity or furnished to employees, former employees or beneficiaries (including, without limitation, summary plan descriptions, Forms 5500 and summary annual reports for all plans subject to ERISA, but excluding individual account statements and tax forms) within the past five (5) years of the Effective Date have been delivered to Purchaser. There are no negotiations, demands or proposals which are pending or have been made which concern matters now covered, or that would be covered, by the type of agreements required to be listed in Schedule 2.12 (a) of Seller Disclosure Schedule.

2.13 Real Property.

(a) The Real Property includes all of the real property used in connection with the Business and any other real property owned by Seller. Schedule 2.13(a) of Seller Disclosure Schedule contains a true and correct list of (i) each parcel of real property owned by Seller or used or held for use by Seller in connection with the Business, (ii) each parcel of real property leased by Seller (as lessor or lessee) that is used or held for use in connection with the Business, and (iii) each other parcel of real property included in the Real Property, whether or not the same is owned or leased by Seller.

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(b) Seller, Parent and City National Bank (all as indicated on Schedule 2.13(a)) own and have good and marketable fee simple title to the Real Property, free and clear of all Liens other than Permitted Liens. Except as set forth on Schedule 2.13(b) of Seller Disclosure Schedule, title to the Real Property is insured pursuant to a valid title insurance policy. The Real Property does not rely on any other real property for vehicular or pedestrian ingress or egress to and from such Real Property (other than public roads and thoroughfares) and such Real Property does not rely on any other real property for parking or other easements or rights of way except as set forth on Schedule 2.13(b) of Seller Disclosure Schedule. Except as set forth on Schedule 2.13(b), none of the Real Property, or the Improvements or the use thereof contravenes or violates any building, administrative, environmental, zoning, other land use, occupational safety and health or other applicable Law (whether or not permitted on the basis of prior nonconforming use, waiver or variance) in any material respect. Schedule 2.13(a) of Seller Disclosure Schedule contains a true and complete list of all of the Real Property Leases and true and complete copies thereof, together with all amendments and supplements thereto and all waivers of any terms thereof, have been delivered to Purchaser prior to the execution of this Agreement. Except for the Real Property Leases, there are no other leases, subleases, occupancy or concession agreements in effect with respect to the Real Property. Each Real Property Lease, if any, is a legal, valid and binding agreement, enforceable in accordance with its terms, of Seller and of each other Person that is a party thereto, and there is no, nor has Seller or Seller received any notice of any, default (or any condition or event which, after notice or lapse of time or both, would constitute a default) by Seller nor by any other Person thereunder. There are no brokerage commissions due with respect to any such leased space. Seller shall not modify, amend or terminate any Real Property Leases prior to the Closing without Purchaser's prior written consent.

(c) Seller has delivered or will make available to Purchaser true and complete copies of all deeds, leases, mortgages, deeds of trust, certificates of occupancy, title insurance policies, title reports, surveys and similar documents, and all amendments thereof, with respect to the Real Property that are within the possession, or control, of Seller or their respective agents (e.g., surveyors).

(d) Except as provided in Schedule 2.13(d) of Seller Disclosure Schedule, the Improvements are in operating condition and in a state of operable maintenance and repair, ordinary wear and tear excepted, and are adequate and suitable for the purposes for which they are presently being used; and, except as provided in Schedule 2.13(d), to Seller's Knowledge, there are no condemnation or appropriation, environmental, zoning or other land use regulation proceedings or investigations pending or threatened against any of the Real Property, the Improvements, Seller or City National Bank which would materially affect the value of the Real Property, the Improvements, or Seller or the use and operation of Real Property and the Improvements as a jai alai facility or slot machine facility, nor are there any assessments affecting the Real Property, the Improvements, or Seller. Seller has received all final sign-offs, inspections, certificates of occupancy and any other licenses, permits, approvals and consents required by applicable Governmental Authorities with respect to the completion

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of construction and installation of all of the Improvements and the ability of Seller to legally use the same in the operation of its Business.

(e) None of the Real Property or the Improvements, or the use and operation thereof, contravenes or violates any building, zoning, subdivision, land use, administrative, occupational safety and health or other applicable Law, including Environmental Law, in any material respect (whether or not permitted on the basis of prior nonconforming use, waiver or variance). Except as set forth on Schedule 2.13(e), Seller has received no notice from any Governmental or Regulatory Authority advising Seller of (i) a violation of any such Laws (whether now existing or which will exist under Existing Laws with the passage of time) or (ii) any action which must be taken to avoid a violation thereof.

(f) Except as provided in Schedule 2.13(d) of Seller Disclosure Schedule, there are no outstanding Contracts made by Seller or, to Seller's Knowledge, City National Bank for the construction or repair of any improvements to the Real Property which have not been fully paid for.

(g) There are no material physical defects in the Real Property or the Improvements.

(h) The Surveys, plans and specifications, warranties, and all other Contracts or documents required to be delivered to Purchaser pursuant to this Agreement, are true, correct and complete copies, and are in full force and effect, without default by any party and without any right of setoff.

(i) All water, sewer, gas, electric, telephone, and drainage facilities and all other utilities required by Law for Seller's continued use and operation of the Real Property as a jai alai facility (and with respect to the Miami Jai Alai Facility, as a jai alai facility and a slot machine facility) are installed, or may be installed without additional consent of any third party, across public property or valid easements to the boundary lines of the Real Property.

(j) The zoning and land use designation of the Real Property permit the operation of the Business and the Improvements in connection therewith. Seller has obtained all licenses, permits, easements, and rights-of-way, including a use permit, required from all Governmental or Regulatory Authorities having jurisdiction over the Real Property or from private parties (i) for the use and operation of the Real Property as a jai alai facility (and with respect to the Miami Jai Alai Facility, as a jai alai facility and a slot machine facility) as presently conducted, (ii) for the use of the Real Property for commercial purposes, and (iii) to assure vehicular and pedestrian ingress to and egress from the Real Property.

(k) Seller has not received any notice from any insurance carrier of any defects or inadequacies in the Real Property, or in any portion thereof, which would adversely affect the insurability thereof or the cost of such insurance. Except as set forth on Schedule 2.13(d) of Seller Disclosure Schedule, there are no pending insurance claims relating to the Real Property.

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(l) Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) or 1446(e) of the Code.

(m) There is no default by any of the parties under the Revenue Sharing Agreements and no event has occurred which with notice and/or lapse of time would cause a default to occur thereunder. Seller shall not amend, modify, terminate or waive any provision of the Revenue Sharing Agreements prior to the Closing without Purchaser's consent. Attached hereto as Schedule 2.13(m) is a list of the "Percentage Payments" or any other payments that have been made by Seller under the Revenue Sharing Agreements.

(n) Seller owns all of the beneficial interests of the trust pursuant to which City National Bank, as trustee, owns portions of the Real Property (as such ownership is indicated on Schedule 2.13(a)).

2.14 Tangible Personal Property. Seller is in possession of and has good title to, or has valid leasehold interests in or valid rights under contract to use, all the Tangible Personal Property. As of the Closing Date, Seller shall be in possession of and have good and valid title to all such Tangible Personal Property. All the Tangible Personal Property is free and clear of all Liens, other than Permitted Liens, and is in good working order and condition, ordinary wear and tear, maintenance and replacement excepted, and its use complies in all material respects with all applicable Laws.

2.15 Intellectual Property Rights.

(a) Seller has interests in or uses only the Intellectual Property disclosed in Schedule IV of Seller Disclosure Schedule in connection with the conduct of the Business, each of which Seller either has all right, title and interest in or a valid and binding right to use. No other Intellectual Property is used or necessary in the conduct of the Business as presently conducted.

(b) Seller has the exclusive right to use the Intangible Personal Property.

(c) All registrations with and applications to Governmental or Regulatory Authorities in respect of such Intellectual Property are valid and in full force and effect and are not subject to the payment of any past-due Taxes or maintenance fees or the taking of any other actions by Seller to maintain their validity or effectiveness.

(d) No material conflict, violation, breach, default, termination, cancellation, acceleration or modification will result with respect to any Contract in respect of such Intangible Personal Property from the consummation of any of the transactions contemplated under this Agreement or any of the Ancillary Agreements.

(e) Seller has delivered or will make available to Purchaser documentation with respect to any and all computer programs or other know-how or trade secret included in such Intangible Personal Property (including casino, gaming and accounting software used in the operation of the Business, and the contents thereof), which documentation is accurate and sufficient in detail and content to identify and explain such invention, process, design,

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computer program or other know-how or trade secret and to facilitate its full and proper use without reliance on the special knowledge or memory of any Person.

(f) Seller is not, nor has it received any notice that it is, in default (or with the giving of notice or lapses of time or both, would be in default) under any Contract to use such Intangible Personal Property. To Seller's Knowledge, no such Intangible Personal Property is being infringed by any other Person. Seller has not received notice that Seller is infringing any Intellectual Property of any other Person, to Seller's Knowledge, no claim is pending or has been made to such effect, and to Seller's Knowledge, Seller is not infringing any Intellectual Property of any other Person.

2.16 Contracts.

(a) Schedule 2.16(a) of Seller Disclosure Schedule (with paragraph references corresponding to those set forth below) contains a true and complete list of each of the following Contracts or other arrangements which is currently in existence and to which Seller is a party or by which any of the Assets are bound:

(i) (A) all Contracts providing for a commitment of employment or consultation services for a specified term and payments or unspecified term to, or otherwise relating to employment or the termination of employment of, any Employee, the name, position and rate of compensation of each Employee party to such a Contract and the expiration date of each such Contract; and (B) any written or unwritten representations, commitments, promises, communications or courses of conduct (excluding any such Contracts referred to in clause (A)) involving an obligation of Seller to make payments in any year to any Employee;

(ii) all Contracts with any Person containing any provision or covenant prohibiting or limiting the ability of Seller to engage in any business activity or compete with any Person or prohibiting or limiting the ability of any Person to compete with Seller;

(iii) all partnership, joint venture, shareholders' or other similar Contracts with any Person;

(iv) all Contracts with distributors, dealers, manufacturer's representatives, sales agencies or franchises with whom Seller deals;

(v) all Contracts relating to Indebtedness of Seller;

(vi) all Contracts (other than this Agreement) providing for (A) the future disposition or acquisition of any assets or properties, including the Assets, and (B) any merger or other business combination;

(vii) all Contracts between Seller, on the one hand, and any Affiliate of Seller, on the other hand;

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(viii) all Contracts (other than this Agreement) that limit or contain restrictions on the ability of Seller to incur Indebtedness or incur or suffer to exist any Lien, or to purchase or sell any Assets or to change the Business;

(ix) all collective bargaining or similar union contracts covering an Employee or the Jai Alai players; and

(x) all other Contracts that (A) involve the future payment or potential future payment, pursuant to the terms of any such Contract, by or to Seller of more than Twenty Five Thousand Dollars (\$25,000) annually or (B) cannot be terminated within thirty (30) days after giving notice of termination without resulting in any cost or penalty to Seller.

(b) Each Contract required to be disclosed in Schedule 2.16(a) of Seller Disclosure Schedule is in full force and effect and constitutes a legal, valid and binding agreement, enforceable in accordance with its terms, of each party thereto, and neither Seller nor any other party to such Contract is, or has received notice that it is, in violation or breach of or default under any such Contract (or with notice or lapse of time or both, would be in violation or breach of or default under any such Contract).

(c) Except as set forth on Schedule 2.16(c) of Seller Disclosure Schedule, the execution, delivery and performance by a Seller Party of this Agreement and the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, will not (A) result in or give to any Person any right of termination, cancellation, acceleration or modification in or with respect to, (B) result in or give to any Person any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under, or (C) result in the creation or imposition of any Lien upon either Seller Party or any of its assets and properties under any Contract.

2.17 Insurance. Schedule 2.17 of Seller Disclosure Schedule contains a true and complete list (including the names and addresses of the insurers, the names of the Persons to whom such policies have been issued, the expiration dates thereof, the annual premiums and payment terms thereof, whether it is a "claims made" or an "occurrence" policy and a brief description of the interests insured thereby) of all liability, property, workers' compensation and other insurance policies currently in effect that insure Seller, the Business, the Employees or the Assets. Each such insurance policy is valid and binding and in full force and effect, no premiums due thereunder have not been paid, and Seller has not received any notice of cancellation or termination in respect to any such policy or is in default thereunder. Neither Seller nor the Person to whom such policy has been issued has received notice that any insurer under any policy referred to in this Section is denying Liability with respect to a claim thereunder or defending under a reservation of rights clause.

2.18 Affiliate Transactions. Except as set forth on Schedule 2.18 of Seller Disclosure Schedule, (i) no officer, director, partner, shareholder or Affiliate of Seller provides or causes to be provided any assets, services or facilities used or held for use by Seller or in connection with the Business; and neither Seller nor the Business provides or causes to be provided any assets, services or facilities to any such officer, director, partner,

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shareholder or Affiliate; and (ii) Seller has not entered into or is party to any other transaction with any officer, director, partner, shareholder or Affiliate of Seller or any Affiliate of such Person.

2.19 Licenses; Environmental Matters.

(a) Seller holds and is in compliance with all environmental permits and Licenses (the "Environmental Permits") and with all other permits and Licenses that are required in order to own and operate the Business and the Assets, including all Gaming Licenses. Each such License is valid, binding, and in full force and effect, and neither the execution and delivery of this Agreement or any of the Ancillary Agreements nor the consummation of the transactions contemplated hereby or thereby, including the purchase and sale and/or transfer of the Assets hereunder, will result in any impairment, conflict, violation, breach, default, termination, cancellation, acceleration or modification of any such License. There are no revocation proceedings by any Governmental or Regulatory Authority pending regarding the Licenses and nothing has occurred that would give rise to any such revocation. Seller is not, nor has it received any notice that it is, in default (or with the giving of notice or lapse of time or both, would be in default under) any License, including the Gaming Licenses and the Environmental Permits. Each Environmental Permit is listed in Schedule 2.19(a) of Seller Disclosure Schedule.

(b) The Assets and all Real Property owned, operated or leased by Seller has been and are in compliance with all applicable Environmental Laws.

(c) Seller has not been notified by any Governmental or Regulatory Authority or third party of any pending or threatened claim, action, cause of action, proceeding, or investigation arising under or relating to Environmental Laws (an "Environmental Claim") against the Assets, the Business or Seller.

(d) Seller has not been notified by any Governmental or Regulatory Authority or third party of any pending or threatened claim that, or investigation to determine whether, either the Assets, the Business or Seller may be a potential responsible party for environmental contamination or any Release of Hazardous Material, nor has Seller been notified that any site or facility now or previously owned, operated or leased by Seller is listed or proposed for listing on the NPL or any similar state or local list of sites requiring investigation or clean-up.

(e) Seller has not entered into or agreed to any consent decree or order relating to compliance with any Environmental Law, to claims of property or natural resource damage, injury, nuisance or trespass under any Environmental Law or to investigation or cleanup of Hazardous Material under any Environmental Law.

(f) Except for small above-ground tanks necessary to hold fuel for on-site generators, there are no aboveground or underground storage tanks located on, in or under any properties currently or formerly owned, operated or leased by Seller or any predecessor of the Business or Seller, and all above-ground tanks on-site are in full compliance with all

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Environmental Laws and no releases have occurred or corrective action required in connection with any such tanks.

(g) Except for any Release of Hazardous Material caused by the use of the Real Property in the past as a cabinet shop and auto repair facility, no Releases of Hazardous Material have occurred at, from, in, on, to or under any property currently or formerly owned, operated or leased by Seller or any predecessor of the Business or Seller, and, based on the Phase II Environmental Site Assessment prepared by EE&G Environmental Services, LLC dated April 8, 2011 (the "Site Assessment"), no Hazardous Material is present in, on or about or is migrating to or from any such property that could give rise to an Environmental Claim by a Governmental or Regulatory Authority or third party against or any Liability or Losses to the Assets, the Business, or Seller. The Seller has delivered the Site Assessment to the Purchaser.

(h) Neither Seller nor, to Seller's Knowledge, any predecessors thereof has transported or arranged for the treatment, storage, handling, disposal, recycling or transportation of any Hazardous Material to any location that could result in an Environmental Claim against or any Liability or Losses to the Assets, the Business or Seller.

(i) There is no material amount of asbestos, urea-formaldehyde material, polychlorinated biphenyl containing equipment or lead paint containing materials in, at or on any property owned, leased or operated by Seller; all such material that does exist has and is in compliance with any required or recommended operations and maintenance plans, and no such material is in need of abatement, corrective action, or remediation.

(j) Except for any Release of Hazardous Material caused by the use of the Real Property in the past as a cabinet shop and auto repair facility, or as described in the Site Assessment, there are no other circumstances involving environmental conditions that could give rise to an Environmental Claim against or any Liability or Losses to the Assets, the Business or Seller.

(k) There have been no environmental investigations, studies, audits or tests that are in the possession, or control, of Seller, or its agents, with respect to any property currently or formerly owned, leased or operated by Seller which have not been delivered to Purchaser prior to execution of this Agreement.

2.20 Inventory; Accounts Receivable.

(a) All the inventory of Seller (i) is accounted for at the lower of cost or market with cost as determined by using the First-In First-Out method, in accordance with GAAP, (ii) consists of a quality and quantity useable and salable in the Ordinary Course of Business consistent with past practice, subject to normal and customary allowances in the industry for spoilage, damage and outdated items. Except as set forth on Schedule 2.20 of Seller Disclosure Schedule, all items included in the inventory are the property of Seller, free and clear of any Lien other than Permitted Liens, have not been pledged as collateral, are not held by Seller on consignment from others and conform in all material respects to all standards

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applicable to such inventory or its use or sale imposed by Governmental or Regulatory Authorities.

(b) All Accounts Receivable that are reflected on the balance sheet contained in Seller's most recent Financial Statements or on the accounting records of Seller as of the Closing Date represent or will represent valid obligations arising from sales actually made or services actually performed by Seller in the Ordinary Course of Business. To Seller's Knowledge, there is no contest, claim, defense or right of setoff, other than returns in the Ordinary Course of Business of Seller, under any Contract with any account debtor of an Account Receivable relating to the amount or validity of such Account Receivable.

2.21 Vehicles. Schedule VI of Seller Disclosure Schedule contains a true and complete list of all motor vehicles (the "Vehicles") owned or leased by Seller. Seller has good and valid title to, and has valid leasehold interests in or valid rights to use, each Vehicle, free and clear of all Liens other than Permitted Liens.

2.22 Entire Business. The Assets constitute all of the assets necessary for the conduct of the Business as it is currently being conducted. The Sale will effectively convey to Purchaser ownership of Seller and control of the entire Business and the Assets (free and clear of all Liabilities and Liens except for Assumed Liabilities and Permitted Liens), including all of the tangible and intangible property used by Seller (whether owned, leased or held under license by Seller) in connection with the conduct of the Business as heretofore conducted by Seller. Except as set forth in Schedule 2.23 of Seller Disclosure Schedule, there are no shared facilities or services relating to the Business, which are used in connection with any business or operations of Seller or any of its Affiliates.

2.23 Labor Matters.

(a) Schedule 2.24 sets forth the name, address and current rate of compensation of each of the Employees. Seller is, and has at all times during the previous five (5) years been, in compliance with all applicable Laws respecting employment and employment practices, terms and conditions of employment, wages, hours of work and occupational safety and health, and is not engaged in any unfair labor practices as defined in the National Labor Relations Act or other applicable Law, ordinance or regulations.

(b) There is no labor strike, dispute, slowdown, stoppage or lockout pending or threatened against or affecting the Business or Seller, and during the past three (3) years there has not been any such action.

(c) No union represents any of the Employees other than the International Jai Alai Players Association, U.A.W. Local ("IJAPA" or "Jai Alai Players Association") that represents jai alai players that perform and compete at the Miami Jai Alai and the Ft. Pierce Jai Alai frontons.

(d) Seller is not a party to nor bound by any collective bargaining or similar agreement with any labor organization, or work rules or practices agreed to with any labor

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organization or employee association applicable to the Employees, other than the Union Agreement.

(e) None of the Employees is represented by any labor organization in their capacities as employees of Seller and, to Seller's Knowledge, there are no current union organizing activities among the Employees, nor, to Seller's Knowledge, does any question concerning representation exist concerning such Employees other than the Jai Alai Players Association.

(f) Seller has delivered or will make available to Purchaser a copy of all material written personnel policies, rules or procedures applicable to Employees.

(g) Seller has not received notice of any unfair labor practice charge or complaint related to the conduct of the Business pending or threatened before the National Labor Relations Board or any other Governmental or Regulatory Authority.

(h) Seller has not received notice of any grievance arising out of any collective bargaining agreement or other grievance procedure against either of such entities.

(i) Seller has not received notice of any charges with respect to or relating to any of such entities pending before the Equal Employment Opportunity Commission or any other Governmental or Regulatory Authority responsible for the prevention of unlawful employment practices.

(j) Seller has not received notice of the intent of any Governmental or Regulatory Authority responsible for the enforcement of labor or employment laws to conduct an investigation relating to the Business or otherwise of Seller.

(k) Seller has not received notice of any complaints, lawsuits or other proceedings pending or threatened in any forum by or on behalf of any present or former employee, any applicant for employment or classes of the foregoing alleging breach of any express or implied contract of employment, any Law governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in connection with the employment relationship with Seller.

(l) The execution of, and performance of the transactions contemplated in, this Agreement will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under any benefit plan, policy, arrangement or agreement or any trust or loan that will or may result in any payment, acceleration, forgiveness of indebtedness, vesting, distribution, increases in benefits or obligation to fund benefits with respect to any Employee.

2.24 Compliance with WARN Act. Neither Seller nor the Business has effectuated (i) a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of any of such entities or (ii) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of any of such entities, nor has any of such entities been

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affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar Law. None of the Employees has suffered an "employment loss" (as defined in the WARN Act).

2.25 Brokers. Except as set forth on Schedule 2.25 of Seller Disclosure Schedule, all negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Seller directly with Purchaser without the intervention of any other Person on behalf of Seller in such manner as to give rise to any valid claim by any Person for a finder's fee, brokerage commission or similar payment. All fees, commissions and payments due to the parties described on Schedule 2.25 are the sole and exclusive obligation of Seller, and not the obligation of Purchaser.

2.26 Disclosure of All Material Facts. No representation or warranty to Purchaser contained herein, and no statement contained in any certificate, schedule, list or other writing furnished to any of Purchaser pursuant to the provisions of this Agreement, when considered in the context of the other representations, warranties, statements and information so delivered, contains any untrue statement of a material fact or omits to state a material fact which is necessary in order to make the information given by or on behalf of Seller to Purchaser or its representatives not misleading.

2.27 Suppliers. Schedule 2.27 of Seller Disclosure Schedule contains a true and complete list of the names and addresses of the twenty (20) largest suppliers (indicating approximate dollar volume for each) of products and services to Seller in connection with the Business during the twelve (12) months ended prior to the date hereof, indicating the existing contractual arrangements, if any, for continued supply from each such firm. Seller has not received any notice of, and none of Seller knows of any reasonable basis for, any development which threatens to affect adversely Seller's arrangements with its suppliers.

2.28 Immigration Matters. Seller has complied with all relevant provisions of Section 274A of the Immigration and Nationality Act, as amended (the "Immigration Act"). Without limiting the foregoing: (a) each "employee" (as that term is defined in the Immigration Act) of Seller is permitted to be so employed in the United States under the Immigration Act; (b) Seller has examined (and made copies of, if applicable) the documents presented by such employee to establish appropriate employment eligibility under the Immigration Act; (c) Seller has completed and required each employee hired on or since November 11, 1986 to complete a Form I-9 verifying employment eligibility under the Immigration Act; (d) Seller has retained each such respective completed Form I-9 for the length of time required under the Immigration Act; and (e) no monetary penalties have been assessed against Seller for violation of Section 274A of the Act.

2.29 Jai Alai Performances. Seller conducted a "full schedule of live racing or games" (as such term is defined in Section 550.002(11), Florida Statutes) at each of Miami Jai Alai and Ft. Pierce Jai Alai in each of the three (3) years preceding the Effective Date.

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2.30 Intangible Personal Property. Seller owns all of the Intangible Personal Property, free and clear of any and all Liens except for Permitted Liens.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as set forth in disclosure schedules delivered to Seller on or prior to the execution of this Agreement, each entity constituting Purchaser hereby represents and warrants for itself to Seller Party as follows:

3.01 Existence. Purchaser is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware. Purchaser has full limited liability company power and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations thereunder and hereunder and to consummate the transactions contemplated thereby and hereby.

3.02 Authority. The execution and delivery by Purchaser of this Agreement, and the performance by Purchaser of its obligations hereunder, have been duly and validly authorized by the members and the managers of Purchaser, no other limited liability company action on the part of any of Purchaser being necessary. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except to the extent such enforceability (a) may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to creditors' rights generally and (b) is subject to general principles of equity. MGA Purchaser represents and warrants to Seller that the waivers of sovereign immunity by MGA Purchaser contained in Article XIV are legal, valid, binding and irrevocable.

3.03 No Conflicts. The execution and delivery by Purchaser of this Agreement and the Ancillary Agreements do not and the consummation of the transactions contemplated hereby will not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the articles of organization or operating agreement of Purchaser;

(b) subject to obtaining the consents, approvals and actions, making the filings and giving the notices with respect to HSR Act and applicable Gaming Laws, and except as set forth in Schedule 3.03(b), conflict with or result in a violation or breach of any term or provision of any Law or Order applicable to Purchaser (other than such conflicts, violations or breaches which could not in the aggregate reasonably be expected to materially and adversely affect the validity or enforceability of this Agreement); or

(c) except as set forth in Section 3.03(b) or Schedule 3.03(b) or as could not, individually or in the aggregate, reasonably be expected to materially and adversely affect the ability of Purchaser to consummate the transactions contemplated hereby or to perform its obligations thereunder or hereunder, (i) conflict with or result in a violation or breach of, (ii)

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constitute (with or without notice or lapse of time or both) a default under, (iii) require Purchaser to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, or (iv) result in the creation or imposition of any Lien upon Purchaser or any of its assets or properties under, any material Contract or License to which Purchaser is a party or by which any of its assets and properties is bound.

3.04 Governmental Approvals and Filings. Except as set forth in Section 3.03(b) or Schedule 3.03(b), no consent, approval, action, order or authorization of, or registration, declaration or filing with or notice to any Governmental or Regulatory Authority on the part of Purchaser is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, except where the failure to obtain any such consent, approval or action, to make any such filing or to give any such notice could not reasonably be expected to materially and adversely affect the ability of Purchaser to consummate the transactions contemplated by this Agreement or to perform its obligations hereunder.

3.05 Legal Proceedings. There are no Orders outstanding and no Actions or Proceedings pending or, to the Knowledge of Purchaser, threatened against Purchaser which could reasonably be expected to result in the issuance of an Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

3.06 Brokers. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Purchaser directly with Seller and Seller without the intervention of any Person on behalf of Purchaser in such manner as to give rise to any valid claim by any Person against any of Seller for a finder's fee, brokerage commission or similar payment.

3.07 Independent Investigation. In making the decision to enter into this Agreement and any Ancillary Agreements and to consummate the transactions contemplated hereby and thereby, other than reliance on the representation, warranties, covenants and obligations of the Seller set forth in this Agreement and in the Ancillary Agreements, Purchaser has relied solely on its own independent investigation, analysis and evaluation of Seller (including Purchaser's own estimate and appraisal of the value of the business, financial condition, Assets, Liabilities, operations and prospects of Seller). Purchaser confirms to Seller that Purchaser is sophisticated and knowledgeable in the businesses of Seller and is capable of evaluating the matters set forth above.

3.08 Alternative Purchasers. Except as set forth on Schedule 3.08, none of Purchaser or any of its Affiliates is or has been a party to any Contract of any nature, including any confidentiality agreement, nondisclosure agreement or any Contract of a like nature, with any third party that would, in any way, prevent or inhibit that party from entering a Competing Bid or becoming an Alternate Purchaser.

3.09 Resources. Purchaser has internal resources or financing commitments from responsible financial institutions (the "Financing Commitments") available in connection

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with the acquisition of the Assets that are in an aggregate amount sufficient to consummate the transactions contemplated hereby. The Financing Commitments are in full force and effect and are legal, valid and binding obligations of Purchaser and the other parties thereto in accordance with their terms. There are no conditions precedent or other contingencies related to the funding of the full amounts set forth in the Financing Commitments other than as expressly set forth in the Financing Commitments. As of the date hereof, Purchaser has no reason to believe that it will be unable to satisfy on a timely basis any term or condition of closing to be satisfied by it contained in the Financing Commitments.

3.10 Licensing. Purchaser has filed all necessary forms with the Florida Department of Business & Professional Regulation, Division of Pari-Mutuel Wagering (the "Department") and has provided the Department with any and all requested information. Purchaser will promptly inform Seller as to any discussions with the Department and the status of the licensing process.

ARTICLE IV

COVENANTS OF SELLER

Seller covenants and agrees with Purchaser that, at all times from and after the Effective Date until the Closing, Seller will comply with all covenants and provisions of this Article IV and other provisions of this Agreement, except to the extent: (a) Purchaser may otherwise consent in writing; or (b) Seller's court-appointed receiver takes any action (or fails to take any action) on Seller's behalf that Seller does not have authority to prevent (or, in the case of a failure to act, to compel).

4.01 Regulatory and Other Approvals. Seller will, promptly after the Effective Date, or, for those actions, requests or filings that would require Seller to identify Purchaser as the transferee of any Assets, promptly following entry of the Sale Order, at Seller's sole cost and expense:

(a) take all commercially reasonable steps necessary or desirable to obtain all consents, approvals, actions, orders or authorizations of, or make all registrations, declarations or filings with and give all notices to Governmental or Regulatory Authorities or any other Person required of any of Seller, as applicable, to consummate the transactions contemplated hereby and by the Ancillary Agreements, and will diligently and in good faith strive to consummate the transactions contemplated hereby, and timely file any and all applications with the Division of Pari-Mutuel Wagering (jointly with Purchaser, if necessary), and take any and all other commercially reasonable steps necessary or reasonably required by Purchaser to obtain all consents, approvals, actions, orders or authorizations that may be required under the Gaming Laws in order to (x) permit Purchaser to obtain each of the Gaming Licenses that are held by Seller, (y) permit Purchaser to operate the Business, and (z) permit Purchaser to obtain the Slot Machine Licenses and to retain, install and operate slot machines at the Miami Jai Alai Facility, in each case, upon and after the consummation of the transactions contemplated hereby, including the purchase and sale of the Assets hereunder (collectively, the "Gaming License Approvals");

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(b) provide such other information and communications to such Governmental or Regulatory Authorities or other Persons as Purchaser or such Governmental or Regulatory Authorities or other Persons may reasonably request in connection therewith;

(c) cooperate with Purchaser in connection with the performance of its obligations under Sections 5.01 and 5.02 below;

(d) provide, or cause to be provided, prompt notification to Purchaser when any such consent, approval, action, order, authorization, registration, declaration, filing or notice referred to in clause (a) above is obtained, taken, made or given, as applicable, and will advise Purchaser of any communications (and, unless precluded by Law, provide copies of any such communications that are in writing) with any Governmental or Regulatory Authority or other Person regarding any of the transactions contemplated by this Agreement or any of the Ancillary Agreements; and

(e) coordinate and cooperate with Purchaser in connection with determining whether any action by or in respect of, or filing with, any Governmental or Regulatory Authority is required, or any actions are required to be taken under, or consents, approvals or waivers are required to be obtained from parties to, Seller Material Contracts, in connection with the Sale or the other transactions contemplated by this Agreement.

4.02 HSR Filings. In addition to and not in limitation of Seller's covenants contained in Section 4.01 above, Seller will (a) take promptly all actions necessary to make the filings required of it or its Affiliates under the HSR Act, (b) comply at the earliest practicable date with any request for additional information received by it or its Affiliates from the Federal Trade Commission or the Antitrust Division of the Department of Justice pursuant to the HSR Act, (c) cooperate with Purchaser in connection with Purchaser's filing under the HSR Act and in connection with resolving any investigation or other inquiry concerning the transactions contemplated by this Agreement commenced by either the Federal Trade Commission or the Antitrust Division of the Department of Justice or state attorneys general and (d) upon Purchaser's request, request early termination of the waiting period with respect to the Sale under the HSR Act.

4.03 Investigation by Purchaser.

(a) Upon Purchaser's entry into appropriate confidentiality arrangements with Seller, Seller will (i) provide Purchaser and its principals, affiliates, officers, directors, employees, agents, counsel, accountants, financial advisors, lenders, consultants and other representatives (together, "Representatives") with full access, upon reasonable prior notice and during normal business hours and subject to Seller's reasonable supervision, to its officers, agents and accountants and the Business, Assets and Books and Records, and (ii) furnish Purchaser and such Representatives with all such information and data (including, without limitation, copies of Contracts, Licenses, Benefit Plans and other Books and Records) concerning the Assets, the Business, the Assumed Liabilities and Seller as Purchaser or any of such Representatives reasonably may request in connection with such investigation.

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(b) Seller will deliver to Purchaser promptly after they become available and in any case within twenty (20) days after the end of each calendar month, an unaudited balance sheet of Seller as of the end of such month and unaudited statements of income of Seller for the one (1) month period then ending and the period since September 30, 2013. Such balance sheets and statements of income shall be consistent with GAAP (except for the exclusion of footnote disclosures and subject to year-end audit adjustments made in accordance with GAAP). All such balance sheets and statements of income shall be prepared in good faith, consistent with prior periods and derived from the Books and Records of Seller.

(c) Seller will provide Purchaser with the following reporting for each of Seller's business segments (Miami Jai-Alai Casino, Fort Pierce Jai-Alai and Summer Jai-Alai): Monthly Statement of Operations, Monthly Income Statement, Monthly/Weekly Cash Flow Statement, Monthly/Year To Date Balance Sheet; Monthly/Year To Date Trial Balance, Daily Cash Position Report, Daily Revenue Report (including gaming revenue statistics), and Monthly Accounts Payables Report.

(d) Seller will deliver to Purchaser monthly reports setting forth all hirings of, terminations of and resignations by any Employees of Seller, which reports shall specify (i) the age, gender and race (if known) of each such Employee; (ii) the date of termination or resignation; and (iii) the stated reason or cause (if known) for such termination or resignation.

(e) Prior to Closing, Seller shall permit Purchaser to enter upon, inspect and examine, the Real Property and other Assets and to have such inspections thereof performed as Purchaser shall desire, as determined in Purchaser's sole discretion, including, without limitation, inspections, tests and assessments pertaining to environmental matters, title, survey, zoning, land use, the physical condition of the Real Property and Improvements including structural and roof inspections, engineering studies, and otherwise do that which is necessary or desirable to determine the condition of the Real Property, the Assets and/or any part thereof and to make all necessary or desirable tests of the Real Property, the Assets and/or any part thereof including but not limited to, environmental assessments of the Real Property (the "Inspections"), provided that any Inspections shall not be disruptive to the Business. Purchaser shall pay for all costs and expenses of the Inspections (excepting therefrom the Surveys).

(f) As promptly as practicable, Seller will deliver copies of all governmental License applications and other filings made between the Effective Date and the Closing Date by Seller with any Governmental or Regulatory Authority in connection with the operation of the Business or otherwise.

4.04 Conduct of Business. Seller shall conduct and operate the Business only in the Ordinary Course of Business. In addition, from the Effective Date through and including the Closing Date, Seller shall:

(a) preserve and maintain all Licenses, including all Gaming Licenses;

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(b) preserve the goodwill of those suppliers and customers having material business relationships with Seller and the Business;

(c) to the extent available, maintain policies of insurance with substantially the same insurance coverage as exists as of the Effective Date against loss or damage to the Assets and as regulated by applicable Law;

(d) maintain the Assets, in the aggregate, in a condition comparable to their current condition, reasonable wear, tear and depreciation excepted, and except for Tangible Personal Property disposed of, sold or consumed in the Ordinary Course of Business; and

(e) pay all undisputed post-petition ordinary course payables as they come due and make all undisputed post-petition payments related to Assumed Contracts that become or became due or payable pursuant to the terms thereof or otherwise in accordance with the Bankruptcy Court.

4.05 Employee Matters.

(a) Seller shall administer each Benefit Plan, or cause the same to be so administered, in all material respects in accordance with the applicable provisions of the Code, ERISA and all other applicable Laws. Seller shall promptly notify Purchaser in writing of each receipt by Seller (and furnish Purchaser with copies) of any notice of investigation or administrative proceeding by the IRS, Department of Labor, PBGC or other Person involving any Benefit Plan.

(b) Seller shall fully comply with all Laws governing and/or regulating the termination of the employment relationship and satisfy all obligations arising on or prior to the Closing Date as an employer, including, without limitation, those imposed by the WARN Act, ERISA, COBRA, IRCA, OSHA, Title VII, the NLRA and any state or Federal law and/or regulation regulating wages, hours and/or working conditions of current and/or former employees, including, without limitation, applicants, retirees and those who in the future could be classified as such. Seller will deliver any and all appropriate notices required under the WARN Act no later than five (5) days after the date of this Agreement (or such other date as Purchaser shall approve in its reasonable discretion).

4.06 Certain Restrictions. From the Effective Date through and including the Closing Date, Seller shall not:

(a) acquire or dispose of, or create any Lien other than a Permitted Lien on, any material Assets or waive, cancel, compromise or release any rights with respect to any material Assets or Included Contracts;

(h) engage in any merger or other business combination;

(c) enter into, amend, modify, terminate (partially or completely), reject, grant any waiver under or give any consent with respect to any Included Contract without Purchaser's prior written consent, which shall not be unreasonably withheld or delayed;

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(d) enter into, amend, replace, modify, supplement, terminate (partially or completely), grant any waiver under or give any consent with respect to any Approved Gaming Contract or the Union Agreement without Purchaser's prior written consent, which shall not be unreasonably withheld or delayed;

(e) violate, breach or default under, or take or fail to take any action that (with or without notice or lapse of time or both) would constitute a violation or breach of, or default under, any term or provision of any Contract relating to the Business, the Assets or Seller;

(f) incur, purchase, cancel, prepay or otherwise provide for a complete or partial discharge in advance of a scheduled payment date with respect to, or waive any right of Seller under, any Liability of or owing to Seller without Purchaser's prior written consent, which shall not be unreasonably withheld or delayed;

(g) engage in any transaction with any officer, director or Affiliate of Seller without Purchaser's prior written consent, which shall not be unreasonably withheld or delayed;

(h) except as reasonably necessary to install a sprinkler system and emergency lighting at the Miami Jai Alai Facility, as required by the City of Miami and described in Schedule 2.13(d), make capital expenditures or commitments for additions to property, plant or equipment constituting capital assets in an amount exceeding Fifty Thousand Dollars (\$50,000) with respect to any one project or related projects or in an amount exceeding Two Hundred Fifty Thousand Dollars (\$250,000) in the aggregate in any twelve (12) month period;

(i) materially increase the salary, bonus or other compensation of any Employees of Seller, as applicable, other than pursuant to bonus plans that have been approved prior to the Effective Date and increases pursuant to employment agreements entered into prior to the Effective Date;

(j) amend its articles of incorporation or bylaws or adopt any corporate action in any manner that would have an adverse effect on any of the transactions contemplated hereby;

(k) fail to preserve intact the existing relationships with its material suppliers, customers and Employees and others with whom Seller has business relationships, and Seller shall cause Seller to (and Seller shall) continue marketing programs, billboard advertisements, promotions, advertising, player tournaments and events, bus programs and similar activities in the Ordinary Course of Business consistent with past practice and as permissible pursuant to Seller's cash collateral budget applicable in the Bankruptcy Case. In that regard, Seller will not curtail marketing expenditures from historic levels, and will preserve billboard leases, marketing Contracts and bus programs. In the event a billboard, marketing Contract or bus program is subject to renewal, Seller will notify Purchaser and will consult with Purchaser as to whether such a Contract or program should be renewed;

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(l) change any of Seller's current policies or practices relating to the extension of credit to customers or the collection from customers of receivables arising from gaming operations;

(m) make or adopt any change in their accounting practices or policies;

(n) make any adjustment to the Books and Records other than in respect of the conduct of Business in the Ordinary Course of Business;

(o) issue, sell, pledge, transfer, dispose of, encumber or lease, or authorize the issuance, sale, pledge, transfer, disposition or lease of, or grant of an encumbrance on, any Asset or Included Contract of Seller (except to Purchaser in accordance with the provisions of this Agreement);

(p) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, of or with respect to its capital stock, partnership interests or other securities; or

(q) acquire any interest in any corporation, partnership or other business organization or division thereof, or make any investment either by purchase of stock or securities, contributions of capital or property transfer.

4.07 Delivery of Books and Records, Etc.; Removal of Property.

(a) On the Closing Date, Seller will deliver to Purchaser all of the Books and Records and will deliver or make available to Purchaser at the location at which the Business is conducted all other Assets as are in such Person's possession at other locations, and if at any time after the Closing, Seller discovers in its possession or under its control any other Books and Records or other Assets, it will forthwith deliver such Books and Records or other Assets to Purchaser.

(b) Unless otherwise agreed to in writing, within sixty (60) days after the Closing Date, Seller shall remove all items of tangible Excluded Assets from the Real Property and Improvements. Such removal shall be at the sole cost and risk of Seller, including risk of loss and damage to such assets and properties. Purchaser shall have any Liability to Seller with respect to such removal and transportation. Seller shall be responsible for all repairs to the Real Property and Improvements due to any damage caused by any of them and their employees and agents in connection with the removal of such assets and properties.

4.08 Fulfillment of Conditions. Seller (a) will execute and deliver at the Closing each Ancillary Agreement, certificate, document and instrument that it is hereby required to execute and deliver as a condition to Closing, (b) will take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith (i) to satisfy each condition to the obligations of Purchaser contained in this Agreement and (ii) to consummate all of the transactions contemplated by this Agreement, and (c) will not take or

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fail to take any action that, in either case, could reasonably be expected to result in the nonfulfillment of any obligation of any of Seller or Purchaser contained in this Agreement.

4.09 Notice and Cure. Seller will notify Purchaser in writing of, and contemporaneously will provide Purchaser with true and complete copies of any and all information or documents relating to, and will use all commercially reasonable efforts to cure before the Closing, any event, transaction or circumstance, promptly after it becomes known to it, occurring after the date of this Agreement that causes any covenant or agreement of Seller under this Agreement to be breached or that renders untrue any representation or warranty of Seller contained in this Agreement as if the same were made on or as of the date of such event, transaction or circumstance. No notice or update given pursuant to this Section shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of any condition contained herein or shall in any way limit Purchaser's rights and remedies against Seller with respect to such breach or inaccuracy.

4.10 Employees.

(a) Promptly following entry of the Sale Order, Seller shall provide Purchaser with access to all Employees upon the terms and conditions set forth in this Agreement. Purchaser shall be entitled to conduct one-on-one meetings with select employees employed by Seller in connection with the Business on or after the entry of the Sale Order at such times as Purchaser shall reasonably request, and at such location in Miami, Florida and Ft. Pierce, Florida as shall be reasonably acceptable to Purchaser and Seller. In connection therewith, Seller shall provide Purchaser with access to complete personnel files of all employees employed by Seller, provided such access and disclosure does not violate any Laws. Following entry of the Sale Order, the parties may mutually agree that Seller provide Purchaser with space at the Real Property upon which Purchaser may establish an information center to be staffed and equipped by Purchaser at its sole cost and expense. After entry of the Sale Order, Purchaser shall also be entitled to make general distributions to all Employees of newsletters, brochures and other information relating to this transaction and their operations and the operations of their Affiliates. Such distributions may include distributions through the information center or by direct mail to the Employees. Within fifteen (15) days prior to the Closing, Purchaser shall provide Seller (i) a written list of all Employees of Seller that Purchaser intends to continue to employ immediately after the Closing (collectively, the "Continuing Employees"); and (ii) a written list of all Employees that Purchaser does not intend to retain as of the Closing (collectively, the "Affected Employees"). Seller shall not be liable for any severance, vacation pay, or accrued compensation relating to any Continuing Employees or Affected Employees for services rendered prior to the Closing Date. While it is the current intention of Purchaser to continue to employ the Continuing Employees on an at-will basis following the Closing, the parties acknowledge and agree that Purchaser shall have the right to terminate any such Continuing Employee at any time at or after the Closing. Seller shall not interfere or compete with Purchaser with respect to the employment of any Employee by Purchaser after the Closing, and shall cooperate with Purchaser with respect to the employment of Employees by Purchaser.

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(b) Notwithstanding anything to the contrary in this Article IV, Purchaser agrees to continue the employment of a certain amount of Employees of Seller at the Closing so that a WARN Act notification shall not be required to be issued by Seller. Seller shall provide to Purchaser, (i) within twenty (20) days but no later than ten (10) days prior to the Closing; and (ii) on the Closing Date, a list of all full time employees (as such term is defined under the WARN Act) of Seller whose employment has been terminated during the ninety (90) day period prior to each such date.

(c) On or as soon as reasonably practicable after the Closing Date, Seller shall (i) cause the trustee of any tax qualified 401(k) plan of Seller, Parent or any Affiliate of Seller in which any Continuing Employee has an account balance immediately prior to the Closing (the "Seller 401(k) Plan") to segregate the assets of the Seller 401(k) Plan representing the full account balances of the Continuing Employees as of the Closing Date, (ii) make any and all filings and submissions to the appropriate Governmental or Regulatory Authorities arising in connection with such segregation of assets and (iii) make all necessary amendments to the Seller 401(k) Plan and related trust agreement to provide for such segregation of assets and the transfer of assets as described below. As soon as practicable (but no later than thirty (30) days) following the Closing Date, Purchaser shall establish or designate an individual account plan for the benefit of the Continuing Employees (the "Purchaser 401(k) Plan"), shall use commercially reasonable efforts to take all necessary action, if any, to qualify such plan under the applicable provisions of the Code and make any and all filings and submissions to the appropriate Governmental or Regulatory Authorities required to be made by it in connection with the transfer of assets described below. As soon as practicable (but not later than sixty (60) days) following the Closing Date, Seller shall cause the trustee of the Seller 401(k) Plan to transfer in the form of cash the full account balances of the Continuing Employees under the Seller 401(k) Plan (which account balances will have been credited with appropriate earnings attributable to the period from the Closing Date to the date of transfer described herein), reduced by any necessary benefit or withdrawal payments to or in respect of the Continuing Employees occurring during the period from the Closing Date to the date of transfer described herein, to the appropriate trustee as designated by Purchaser under the trust agreement forming a part of the Purchaser 401(k) Plan. Upon such transfer, the Purchaser 401(k) Plan shall assume all liabilities for accrued benefits under the Seller 401(k) Plan in respect of the Continuing Employees and the Seller 401(k) Plan shall be relieved of all such liabilities.

4.11 Transition Cooperation. It is the intention of Purchaser that Purchaser be in a position to operate the Business immediately following the Closing. Seller agrees to cooperate with Purchaser to effect the orderly transition at Closing from Seller's accounting, payroll, human resources, general ledger, point of sale and similar information technology/information systems to those of Purchaser. In that regard, Seller agrees to cooperate with Purchaser prior to Closing in effecting such system conversions including any necessary testing, installations, run through, data input and the like on Purchaser's communications equipment, human resources, data lines, information technology/information, network, inventory, accounts receivable, payroll and any other systems or networks to effect a smooth transition of the Business as of the Closing.

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4.12 Conveyance of Portions of the Real Property. Seller and Parent each covenant that on or before the Closing, it shall cause the portions of the Real Property that are currently owned by Seller, Parent and City National Bank (as indicated on Schedule 2.13(a)) to be conveyed to Purchaser.

4.13 Submission for Court Approvals.

(a) At least 48 hours prior to serving or filing any motion, application, pleading, schedule, report and other paper (including memoranda, exhibits, supporting affidavits and evidence and other supporting documentation) in the Bankruptcy Case relating to or affecting this Agreement, including the motion to approve the sale (the "Sale Motion") or any pleading seeking subsequent relief related thereto, Seller shall provide a draft thereof to Purchaser and its counsel, and provide Purchaser with a reasonable opportunity to consult within such 48 hour period with Seller with respect to any and all such motions, applications, pleadings, schedules, reports and other papers.

(b) Seller and Parent shall take all actions reasonably required to assume and assign the Included Contracts to Purchaser, including taking all actions reasonably required to obtain a Bankruptcy Court order containing a finding that the proposed assumption and assignment of the Included Contracts to Purchaser satisfies all applicable requirements of section 365 of the Bankruptcy Code.

(c) Promptly upon the execution of this Agreement, Seller shall use reasonable best efforts to obtain as soon as possible, but subject to the full notice requirements of the Bankruptcy Code and Bankruptcy Rules and the Sale Order. The Sale Order shall be in form and substance satisfactory to Purchaser.

(d) If the Sale Order shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing, reargument or leave to appeal shall be filed with respect to any such order), Seller and Purchaser will cooperate in taking steps to reasonably diligently defend such appeal, petition or motion and use reasonable best efforts to obtain an expedited resolution of any such appeal, petition or motion.

(e) Supplement to Seller Disclosure Schedule. From time to time before the Closing, Seller shall have the right (but not the obligation) to supplement or amend the Seller Disclosure Schedule with respect to any matter hereafter arising or of which it becomes aware after the date hereof (each a "Schedule Supplement"), provided that any such Schedule Supplement shall not affect the condition to Purchaser's obligations under this Agreement pursuant to Section 6.06 which shall be determined without regard to any Schedule Supplement. Any disclosure in any such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the termination rights contained in this Agreement or of determining whether or not the conditions set forth in Article VI have been satisfied. Purchaser shall have the right to terminate this Agreement within five (5) Business Days of its receipt of such Schedule Supplement in the event any Schedule Supplement reflects a Material Adverse Change. Purchaser shall be deemed to have irrevocably waived any right to

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terminate this Agreement with respect to such matter if notice of Purchaser's election to terminate is not delivered to Seller within five (5) Business Days after Purchaser's receipt of the applicable Schedule Supplement.

ARTICLE V

COVENANTS OF PURCHASER

Purchaser covenants and agrees with Seller that, at all times from and after the date hereof until the Closing, it will comply with all covenants and provisions of this Article V, except to the extent Seller may otherwise give its affirmative consent in a separate writing.

5.01 Regulatory and Other Approvals. Purchaser will as promptly as practicable, at its sole cost and expense:

(a) take all commercially reasonable steps necessary or desirable to obtain all consents, approvals, actions, orders or authorizations of, or make all registrations, declarations or filings with and give all notices to Governmental or Regulatory Authorities or any other Person required of Purchaser to consummate the transactions contemplated hereby and by the Ancillary Agreements, including without limitation, promptly but no more than ten (10) days after the later to occur of (1) the Effective Date, or (2) the date on which the applicable Seller provide to Purchaser all information, documentation, plans and other items that are required under applicable Law to be submitted by such Seller, file any and all applications with the Division of Pari-Mutuel Wagering (jointly, with Seller, if necessary) that may be necessary or reasonably required of Purchaser to obtain all Gaming License Approvals;

(b) provide such other information and communications to such Governmental or Regulatory Authorities or other Persons as such Governmental or Regulatory Authorities or other Persons may reasonably request in connection therewith, and

(c) provide reasonable cooperation to Seller in connection with the performance of its obligations under Section 4.01(a) and Section 4.02 above.

(d) Purchaser will provide, or cause to be provided, notification to Seller when any such consent, approval, action, order, authorization, registration, declaration, filing or notice referred to in clause (a) above is obtained, taken, made or given, as applicable, and will advise Seller of any communications (and, unless precluded by Law, provide copies of any such communications that are in writing) with any Governmental or Regulatory Authority or other Person regarding any of the transactions contemplated by this Agreement.

5.02 HSR Filings. In addition to and not in limitation of Purchaser's covenants contained in Section 5.01 above, Purchaser will (a) take promptly all actions necessary to make the filings required of it or its Affiliates under the HSR Act, (b) comply at the earliest practicable date with any request for additional information received by it or its Affiliates from the Federal Trade Commission or the Antitrust Division of the Department of Justice pursuant to the HSR Act and (c) cooperate with Seller in connection with Seller's filing under the HSR Act and in connection with resolving any investigation or other inquiry

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concerning the transactions contemplated by this Agreement commenced by either the Federal Trade Commission or the Antitrust Division of the Department of Justice or state attorneys general.

5.03 Fulfillment of Conditions. Purchaser (a) will execute and deliver at the Closing each Ancillary Agreement, certificate, document and instrument that it is hereby required to execute and deliver as a condition to the Closing, (b) will take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith (i) to satisfy each condition to the obligations of Seller contained in this Agreement, and (ii) to consummate all of the transactions contemplated in this Agreement, and (c) will not take or fail to take any action that could reasonably be expected to result in the nonfulfillment of any obligation of any of Seller or Purchaser contained in this Agreement.

5.04 Termination of Agreements with Competing Bidders. Purchaser will, and will cause its Affiliates, to terminate, effective as of the Effective Date, any Contract of any nature, including any confidentiality agreement, nondisclosure agreement or any Contract of a like nature, with any third party that would, in any way, prevent or inhibit that third party from entering a Competing Bid or becoming an Alternate Bidder other than the Contracts set forth on Schedule 3.08.

5.05 Financing Commitments. On or before March 19, 2014, Purchaser will deliver to Seller written evidence of a firm, irrevocable commitment for financing or other evidence of Purchaser's ability to consummate the transactions contemplated by this Agreement.

5.06 Sovereign Immunity, Jurisdiction and Venue. MGA Purchaser shall refrain from asserting that the provisions of this Article 5 and Section 13.09, Section 13.10 and Article XIV are not valid, binding and legally enforceable against MGA Purchaser, and reaffirm in writing upon request the valid, binding and enforceable nature of the provisions of this Article 5 and Section 13.09, Section 13.10 and Article XIV.

ARTICLE VI

CONDITIONS TO OBLIGATIONS OF PURCHASER

The obligations of Purchaser hereunder to purchase the Assets and to consummate the transactions contemplated hereunder are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Purchaser in its sole discretion):

6.01 Representations and Warranties. All of the representations and warranties made by Seller in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been true and correct as of the Effective Date (except that those representations and warranties that address matters only as of a specified date shall be true and correct in all respects as of that specified date),

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and shall be true and correct on and as of the Closing Date as though made on and as of the Closing Date.

6.02 Performance. Seller shall have performed and complied with, in all material respects, each agreement, covenant and obligation required by this Agreement to be so performed or complied with by it, at or before the Closing (including, without limitation, the delivery by Seller of all of the documents and other instruments required to be so delivered at the Closing).

6.03 Orders and Laws. There shall not be in effect on the Closing Date any Order or Law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement or any of the Ancillary Agreements or which could reasonably be expected to otherwise result in a material diminution of the benefits of the transactions contemplated by this Agreement or any of the Ancillary Agreements to Purchaser, and there shall not be pending on the Closing Date any Action or Proceeding in, before or by any Governmental or Regulatory Authority which could reasonably be expected to result in the issuance of any such Order or the enactment or promulgation of any such Law or which could reasonably be deemed applicable to Purchaser or the transactions contemplated by this Agreement or any of the Ancillary Agreements.

6.04 Regulatory Consents and Approvals. All consents, approvals, actions, orders or authorizations of, all registrations, declarations or filings with and all notices to any Governmental or Regulatory Authority necessary to permit Purchaser and each of Seller to perform their respective obligations under this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby shall have been duly obtained, made or given, shall be in form and substance satisfactory to Purchaser in its sole and absolute discretion, shall be in full force and effect, shall not be subject to any condition that has not been satisfied or waived and not subject to any condition or contingency and all terminations or expirations of waiting periods imposed by any Governmental or Regulatory Authority necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, including under the HSR Act, shall have occurred. Without limiting the generality of the foregoing, Purchaser shall have received evidence, satisfactory to Purchaser in its reasonable discretion, of the issuance of all consents, approvals, actions, orders or authorizations (or in lieu thereof waivers) under Gaming Laws described in Section 4.01(a) or Section 5.01(a) (which include the Gaming License Approvals), and evidence of effectiveness of each Gaming License as of the Closing Date. As of the Closing Date, each of Seller's Gaming Licenses, including the Slot Machine Licenses, shall be valid and binding, Seller shall not be in default under Seller's Gaming Licenses, including the Slot Machine Licenses, there shall be no revocation proceedings by any Governmental or Regulatory Authority pending regarding Seller's Gaming Licenses, including the Slot Machine Licenses, and nothing shall have occurred that would give rise to any such revocation.

6.05 Consents. Unless waived in writing by Purchaser, any consents to the performance by Purchaser or Seller of their obligations under this Agreement and the Ancillary Agreements or to the consummation of the transactions contemplated hereby and thereby as are required under any Contract to which any such Person is a party or by which

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any of their respective assets and properties are bound (a) shall have been obtained, (b) shall be in form and substance satisfactory to Purchaser in its sole and absolute discretion, (c) shall not be subject to the satisfaction of any condition that has not been satisfied or waived, and (d) shall be in full force and effect.

6.06 Absence of Changes. From the Effective Date through the Closing Date, there shall have been no Material Adverse Change, or any event or development, which individually or together with other such events, could be reasonably expected to result in a Material Adverse Change.

6.07 FIRPTA Certificate. Purchaser shall have received from Seller an affidavit (the "FIRPTA Affidavit") in the form required by the Treasury Regulations issued pursuant to Section 1445 of the Code. Notwithstanding anything to the contrary set forth herein, if Seller fails to provide Purchaser with such affidavit, Purchaser shall be entitled to waive the requirement above for a FIRPTA Affidavit and withhold the requisite amounts from the Purchase Price payments in accordance with Section 1445 of the Code.

6.08 Sale Order. The Bankruptcy Court shall have entered the Sale Order, the Sale Order shall have become a Final Order and the Sale Order shall not have been terminated, revoked, reversed, stayed or modified without Purchaser's written consent.

ARTICLE VII

CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller hereunder to sell the Assets are subject to the fulfillment, at or before the Closing, of each of the following conditions (all or any of which may be waived in whole or in part by Seller in its sole discretion):

7.01 Representations and Warranties. The representations and warranties made by Purchaser in this Agreement shall be true and correct in all material respects on and as of the Closing Date as though made on and as of the Closing Date (except that those representations and warranties that address matters only as of a specified date shall be true and correct in all material respects as of that specified date).

7.02 Performance. Purchaser shall have performed and complied with, in all material respects, the agreements, covenants and obligations required by this Agreement to be so performed or complied with by Purchaser at or before the Closing.

7.03 Orders and Laws. There shall not be in effect on the Closing Date any Order or Law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

7.04 Regulatory Consents and Approvals. All consents, approvals and actions of, filings with and notices to any Governmental or Regulatory Authority necessary to permit Purchaser and to perform their respective obligations under this Agreement and to consummate the transactions contemplated hereby, shall have been duly obtained, made or

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given, and shall be in full force and effect and all terminations or expirations of waiting periods imposed by any Governmental or Regulatory Authority necessary for the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, including under the HSR Act, shall have occurred.

7.05 Sale Order. The Bankruptcy Court shall have entered the Sale Order in a form and substance reasonably satisfactory to Seller and the Sale Order shall not have been terminated, revoked, reversed, stayed or modified.

ARTICLE VIII

NO SURVIVAL

8.01 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder, and none of the parties shall have any liability to each other after the Closing for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder, and each party hereto shall be liable to the other after the Closing for any breach thereof.

8.02 "AS-IS" TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, FROM AND AFTER THE CLOSING DATE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PROPERTY OR BUSINESS INCLUDING INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PROPERTY, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE PROPERTY OR WHICH IS THE SUBJECT OF ANY OTHER LEASE OR CONTRACT TO BE ASSUMED BY PURCHASER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS WHICH ARE THE SUBJECT OF ANY REAL PROPERTY LEASE TO BE ASSUMED BY PURCHASER AT THE CLOSING, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE PROPERTY (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF PROPERTY, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE PROPERTY (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PROPERTY OR BUSINESS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PROPERTY. ACCORDINGLY, IF THE CLOSING OCCURS, PURCHASER WILL ACCEPT THE PROPERTY AND THE BUSINESS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

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ARTICLE IX

TAX MATTERS AND POST-CLOSING TAXES

9.01 Transfer Taxes. Purchaser shall pay all of the sales, use, value added, transfer, stamp, documentary, registration, recording, stock transfer and other similar taxes and fees in connection with the transactions contemplated hereby (collectively, "Transfer Taxes"), and shall indemnify, defend, and hold harmless Seller with respect to such Transfer Taxes. At Seller's option, which may be exercised by Seller in its sole and absolute discretion, Seller may file all necessary documentation and Tax Returns with respect to such Transfer Taxes, together with payment of such Taxes, if applicable, provided that in such case, Purchaser shall furnish to Seller such Taxes prior to the time required for payment, and provided further that to the extent required by law, Purchaser will file such Tax Returns and pay such Taxes or will join in the execution of any such Tax Returns. Seller and Purchaser shall cooperate and use reasonable best efforts to utilize Bankruptcy Code section 1146(a) to minimize the amount of any Transfer Taxes that may be incurred in connection with the Sale.

9.02 Purchase Price Allocation. Within sixty (60) days following the Closing, Purchaser shall deliver to Seller a proposed allocation of the Purchase Price (including the Assumed Liabilities and any other amounts properly treated as consideration for Tax purposes) among the Assets in accordance with Section 1060 of the Code and Treasury Regulations thereunder (and any similar provision of state, local or foreign law, as applicable). Seller shall have thirty (30) days following receipt of Purchaser's proposed allocation to review and comment on such proposed allocation and Purchaser shall consider such comments in good faith. Thereafter, Purchaser shall provide Seller with Purchaser's final allocation schedule (the "Final Allocation"). Seller and Purchaser agree to cooperate with each other in preparing IRS Form 8594 (including any subsequent adjustments required thereto) in a manner consistent with such Final Allocation, and to furnish the other with a copy of such form prepared in draft form within a reasonable period before its filing due date. Neither Purchaser nor Seller shall take any position in any Tax Returns that is inconsistent with such allocation unless such allocation is challenged by a Taxing Authority. The Purchase Price allocation determined in connection with this Section 9.02 shall be utilized for Tax reporting purposes only. For the avoidance of doubt, such allocation shall not be binding upon any party for purposes other than Tax reporting or used as evidence, or for any other purpose, in connection with any dispute regarding valuation or allocation of the Purchase Price and/or Assumed Liabilities.

9.03 Broker Fees and Commissions. Purchaser shall have no liability whatsoever in respect of any such fees, commissions and payments or any other similar obligations incurred by Seller or Parent.

ARTICLE X

BANKRUPTCY COURT MATTERS

10.01 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids (each a

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“Competing Bid”) solely in accordance with the procedures specified in the Sale Procedures Order.

10.02 Bankruptcy Court Actions. Promptly following the Effective Date, Seller shall file with the Bankruptcy Court all papers and take all actions reasonably necessary to obtain entry of the Sale Order. Without limiting the foregoing, Sellers shall provide actual notice of the relief sought to be obtained through entry of the Sale Order, in form and substance reasonably acceptable to Purchaser, to (a) Governmental Bodies who have asserted or, in the Seller’s or Purchaser’s reasonable judgment, could assert claims against Seller, and (b) any other Person who has asserted or, in the Seller’s or Purchaser’s reasonable judgment, could assert claims against Seller.

ARTICLE XI

TERMINATION

11.01 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned:

(a) at any time before the Closing, by mutual written agreement of Seller, on the one hand, and Purchaser, on the other; or

(b) at any time before the Closing, by Purchaser, on the one hand, or Seller, on the other hand, in the event that any (i) final non-appealable Order of any Governmental or Regulatory Authority, or (ii) Law becomes effective, in either case restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement, upon notification by the terminating party to the non-terminating party provided that the terminating party is not then in material breach of this Agreement and, with respect to any Order described in clause (i) above, such Order shall not have been initiated or caused, in whole or in part, by the terminating party; or

(c) at any time before the Closing, by Seller, on the one hand, or Purchaser, on the other, (i) in the event of a material breach of this Agreement by the non-terminating party if such non-terminating party fails to cure such breach within twenty (20) Business Days following notification thereof by the terminating party; provided, however, that neither party shall have a right to terminate this Agreement based upon or arising out of any inaccuracy in or breach of any of the representations or warranties contained in this Agreement if the other party had Knowledge of such inaccuracy or breach before the Effective Date, and provided further that Purchaser’s right to terminate this Agreement for Seller’s breach of the representations and warranties made at Section 2.26 shall only become effective upon a ruling by the Bankruptcy Court that such breach would give rise to a Material Adverse Change, or (ii) upon notification by the terminating party to the non-terminating party, if any of the conditions to the terminating party’s obligations under this Agreement as set forth in Article VI or Article VII shall not have been fulfilled on or before such time as is set forth in such provision, or if no time is set forth in such provision, by 11:59 P.M., E.T. on April 30, 2014, provided that such date shall be extended to 3:00 P.M., E.T. on May 30, 2014 in the event Purchaser is designated as the Alternate Bidder (or such later date as the parties may agree

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upon in writing) (the “Expiration Time”), or if any of such conditions will be impossible or impracticable, with the use of commercially reasonable efforts, to be fulfilled by the Expiration Time if the failure of such condition to be satisfied is not caused by a breach hereof by the terminating party; or

(d) at any time after the Expiration Time, by Seller, on the one hand, or Purchaser, on the other, upon notification by the terminating party to the non-terminating party, if the Closing shall not have occurred on or before such date and such failure to consummate is not caused by a breach of this Agreement by the terminating party; or

(e) at any time before the Closing by Purchaser in the event that any of the Gaming Licenses has been cancelled, terminated, suspended or modified in any material respect; or

(f) by Purchaser, at any time before the Closing, in the event that (i) any or all of Summit or the Summit Lenders foreclose or otherwise realize upon their mortgage or security interest in any or all of the Assets, other than as a credit bidder in accordance with the Sale Procedures Order, or (ii) Seller no longer has the right to use the lenders’ cash collateral; or

(g) Automatically, if:

(i) at the conclusion of the Bankruptcy Court’s hearing to approve the Sale (the “Sale Hearing”) Purchaser is not determined by the Bankruptcy Court to be the Successful Bidder or the Alternate Bidder; or

(ii) the Bankruptcy Court enters any order approving a sale of the Assets to any Person other than Purchaser and the Purchaser has not been determined to be the Alternate Bidder.

(h) By Purchaser upon written notice given to Seller:

(i) unless, on or prior to March 30, 2014, the Bankruptcy Court has entered the Sale Order;

(ii) if Seller seeks to have the Bankruptcy Court enter an order dismissing the Bankruptcy Case or converting it to a case under Chapter 7 of the Bankruptcy Code, or appointing a trustee in the Bankruptcy Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of Sellers’ businesses (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code Section 1106(b), or such an order of dismissal, conversion or appointment is entered for any reason and is not reversed or vacated within three days after the entry thereof; or

(iii) if the Sale Order has been revoked, rescinded or modified in any material respect and the order revoking, rescinding or modifying such order(s) shall not be reversed or vacated within three days after the entry thereof; provided that Purchaser shall have the right to designate any later date for this purpose in its sole discretion.

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11.02 Effect of Termination. If this Agreement is validly terminated pursuant to Section 11.01 above, then, except as set forth in this Section 11.02, this Agreement will forthwith become null and void and neither Seller nor Purchaser (nor any of their respective officers, directors, employees, agents or other Representatives or Affiliates) shall have any Liability or further obligation under this Agreement, except that the provisions of Article XIII and any other provision of this Agreement which specifically provides that it will survive termination will continue to apply in accordance with their terms following any such termination. Notwithstanding any other provision in this Agreement to the contrary, (i) upon termination of this Agreement by Purchaser pursuant to clauses (b), (c), (d), (e), (f) or (h) of Section 11.01 above, Seller will remain liable to Purchaser for any breach of this Agreement by Seller existing at the time of such termination, and (ii) upon termination of this Agreement by Seller pursuant to clauses (b), (c) or (d) of Section 11.01 above, Purchaser will remain liable to Seller for any breach of this Agreement by Purchaser existing at the time of such termination, and (x) Seller may seek such damages and costs and expenses against Purchaser with respect to any such breach, provided that the maximum liability of Purchaser as a result of any such breach shall not exceed the amount of the Deposit; and (y) Purchaser may seek such remedies including damages and costs and expenses against Seller with respect to any such breach as are provided in this Agreement or as otherwise available at Law or in equity.

ARTICLE XII

DEFINITIONS

12.01 Defined Terms. As used in this Agreement, the following defined terms have the meanings indicated below:

“Accounts Receivable” has the meaning ascribed to it in the definition of “Assets” set forth below.

“ACSM” means the American Congress on Surveying and Mapping.

“Actions or Proceedings” means any action, suit, investigation, proceeding, or arbitration, including but not limited to any action, suit, investigation, proceeding, or arbitration by any Governmental or Regulatory Authority.

“Advance Reservations” has the meaning ascribed to it in the definition of “Assets” set forth below.

“Affected Employees” has the meaning ascribed to it in Section 4.12.

“Affiliate” means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by Contract or otherwise and, in any event and without limitation of the previous

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sentence, any Person owning ten percent (10%) or more of the voting securities of another Person shall be deemed to control that Person.

“Agreement” means this Asset Purchase Agreement and the Exhibits, Seller Disclosure Schedule, any Purchaser disclosure schedules delivered under Article III, any other schedules hereto and the certificates delivered in accordance with Section 7.01, as the same shall be amended from time to time.

“Alternate Bid” has the meaning provided in the Sale Procedures Order.

“Alternate Bidder” has the meaning provided in the Sale Procedures Order.

“Ancillary Agreement” means each of those agreements necessary to Close this transaction, including the FIRPTA Affidavit, Seller’s affidavits, and such other documents, instruments, or agreements reasonably requested by any party.

“Assets” means, collectively, all of the properties, assets and rights of every nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise, and whether now existing or hereafter acquired (other than the Excluded Assets) used or held for use in connection with the Business or otherwise owned by Seller, free and clear of all Liens except for Permitted Liens, including but not limited to such properties, assets and rights in the following:

(a) The Real Property. The real property described in Schedule I of Seller Disclosure Schedule, and all of the rights arising out of the ownership thereof or appurtenant thereto (including, without limitation, any and all easements relating thereto) (the “Real Property”), together with all buildings, structures, facilities, fronton, fixtures and other improvements thereto (the “Improvements”) and all licenses, permits, approvals, entitlements, land use/zoning rights and qualifications relating to the Real Property issued to Seller by any Governmental or Regulatory Authority;

(b) Included Contracts. Subject to Section 1.07, the following contracts (collectively the “Included Contracts”): (A) each of the player contracts between Seller and the Jai Alai players set forth on Schedule II of Seller Disclosure Schedule (collectively, the “Player Contracts”); (B) the Union Agreement; (C) the Operating Agreements; and (D) such other contracts as set forth on Schedule II of Seller Disclosure Schedule;

(c) Tangible Personal Property. All furniture, fixtures, slot machines, gaming equipment, other equipment, machinery, appliances, consumables, inventory, merchandise, liquor, food, supplies, spare and replacement parts, computers, radio frequencies, gaming and betting tables and paraphernalia, inventory, cards, wagering tickets, chips and tokens and other related wagering equipment, point of sale equipment, maintenance equipment, signs and signage, cleaning supplies, uniforms, jai alai sports equipment and paraphernalia, silverware, glassware, cbaware, pots, pans and utensils and supplies used or held for use in connection with the operation of the Business, and other tangible personal

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property owned by Seller, including, without limitation, the items listed in Schedule III of Seller Disclosure Schedule (the "Tangible Personal Property");

(d) Other Rights. All third party guarantees, warranties, indemnities and similar rights in favor of Seller or with respect to any Asset;

(e) Reservations Customer Credit Files and Telephone Numbers. All advance reservations, bookings, security deposits and payments made to Seller on or prior to the Closing Date with regard to any reservations for events following the Closing Date (the "Advance Reservations"), and original customer credit files with respect to the conduct of the Business and any telephone numbers used exclusively in connection with the Business;

(f) Books and Records. All Books and Records, including customer lists and customer databases relating to the Business (the "Business Customer Lists") and all Books and Records required by Law to be maintained at the Business;

(g) Intangible Personal Property. All (i) Gaming Licenses (including Seller's Slot Machine License), (ii) other Licenses relating or pertaining to the Intellectual Property, the Business or the Assets, (iii) Intellectual Property used or held for use and necessary to conduct the Business as it is presently conducted (including, without limitation, player tracking systems, the URLs and <http://www.fla-gaming.com/miami/index.html>, <http://www.jaijai.net/>, <http://www.casinomiami.net>, <http://www.casinomiamijaijai.com> and any other websites used in connection with the Business, including the design and content thereof, cashless wagering systems and intangible associated equipment, and all goodwill associated therewith), and all rights, privileges, claims, causes of action and options relating or pertaining to the Intellectual Property, the Business or the Assets, including without limitation the Intangible Personal Property listed in Schedule IV of Seller Disclosure Schedule (collectively, the "Intangible Personal Property");

(h) Surveys. All surveys, as-built surveys, plans and specifications in the possession, or control, of Seller or its agents (e.g., surveyors) relating to the Real Property as set forth on Schedule V of Seller Disclosure Schedule (the "Surveys");

(i) Accounts Receivable. All accounts receivable and other rights to payment of Seller resulting from the operation of the Business prior to the Closing, and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered by Seller; all other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes; and any claim, remedy or other right related to any of the foregoing;

(j) Cash on Hand, insurance proceeds and condemnation awards with respect to Assets;

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(k) Other Assets. All other assets and properties, other than the Excluded Assets, of Seller used or held for use in connection with the Business, including but not limited to those set forth on Schedule VI of Seller Disclosure Schedule (the "Other Assets");

(l) Credits. The Tax Credits; and

(m) Assigned Avoidance Actions. The Assigned Avoidance Actions.

"Assigned Avoidance Actions" means any Avoidance Actions (i) against Purchaser or any of its Affiliates; (ii) related to Assumed Liabilities or Included Contracts or against parties holding Assumed Liabilities of counter-parties to Included Contracts; or (iii) in connection with any setoffs related to Acquired Assets.

"Assumed Liabilities" means:

- a. Intentionally omitted.
- b. Intentionally omitted.
- c. Miami-Dade County Letter Agreement.
- d. Accounts payable for goods and services outstanding as of the Petition Date that were incurred in the ordinary course of Seller's business as set forth on Schedule X of Seller Disclosure Schedule (collectively, "Ordinary Course Payables"). Ordinary Course Payables will not include: (a) any intercompany payables or other amounts due to any of Seller's insiders, Affiliates, or Affiliates of any insiders; (b) any payable or other amounts due that were not incurred in the ordinary course of Seller's business; or (c) any claims relating to Seller's rejection or termination of any contract or lease, including its contract with Miami Casino Management, LLC.
- e. Included Contracts. Subject to the provisions of Section 1.07, all obligations of Seller under the Included Contracts arising and to be performed on or after the Closing Date, and excluding any such obligations arising or to be performed prior to the Closing Date;
- f. Reservations. All obligations of Seller with respect to Advance Reservations; and
- g. Uncashed Tickets. Subject to Section 1.09, Liabilities for Uncashed Tickets.

"Avoidance Actions" means any claim, right or cause of action of Parent or Seller arising under sections 544 through 553 of the Bankruptcy Code.

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"Bankruptcy Case" has the meaning ascribed to it in the forepart of this Agreement.

"Bankruptcy Code" has the meaning ascribed to it in the forepart of this Agreement.

"Bankruptcy Court" has the meaning ascribed to it in the forepart of this Agreement.

"Benefit Plan" means any Plan established by Seller, or any predecessor or Affiliate of Seller, existing at the Closing Date or prior thereto, to which Seller contributes or has contributed, or under which any employee, former employee or director of Seller or any dependent or beneficiary thereof is covered, is eligible for coverage or has benefit rights.

"Books and Records" means all files, documents, instruments, papers, books and records relating to the Business, Assets, Indebtedness, Liabilities, Seller, or condition of Seller, including, without limitation, lists of suppliers, books of accounts, financial statements, Tax Returns and related work papers and letters from accountants, budgets, pricing guidelines, ledgers, journals, deeds, title policies, minute books, stock certificates and books, stock transfer ledgers, stock transfer books, corporate seals, Contracts, Licenses, customer lists, computer files and programs, retrieval programs, operating data and plans, environmental studies, audits, plans, surveys, designs, models and specifications, whether contained in an electronic database or any other form.

"Business" has the meaning ascribed to it in the forepart of this Agreement.

"Business Customer Lists" has the meaning ascribed to it in the definition of "Assets" set forth above.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in the State of Florida or the State of New York are authorized or obligated to close.

"Cash on Hand" has the meaning ascribed to it in Section 1.09.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the rules and regulations promulgated thereunder.

"Closing" means the closing of the transactions contemplated by Section 1.02.

"Closing Date" means (a) the second (2nd) Business Day after the day on which the last of the conditions described in Articles VI and VII hereof has been satisfied or waived, or (b) such other date as Purchaser and Seller mutually agree upon in writing.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

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“Committee” means the Official Joint Committee of Unsecured Creditors appointed in the Bankruptcy Case.

“Competing Bid” has the meaning ascribed to it in Section 10.01.

“Condition of the Business” means the business, financial condition, results of operations, Assets and Properties and prospects of the Business and Seller.

“Continuing Employees” has the meaning ascribed to it in Section 4.10.

“Contract” means any written, oral, implied or other agreement, lease, license, evidence of Indebtedness, mortgage, indenture, security agreement, understanding, arrangement, instrument, guaranty, indemnity, warranty, deed, assignment, power of attorney, certification, purchase order, work order, insurance policy, Plan, commitment, covenant, assurance, or other contract of any nature to which such Person is a party or by which it or its properties may be bound or affected or under which it or its respective business, properties or assets receive benefits.

“Deposit” means the cash deposit described in Section 1.02(d).

“Division of Pari-Mutuel Wagering” shall mean the Division of Pari-Mutuel Wagering within the Department of Business and Professional Regulation of the State of Florida, together with any other state or local body with oversight of gaming or gambling in the State of Florida.

“Effective Date” has the meaning ascribed to it in the forepart of this Agreement.

“Employee” means each employee, officer or consultant of Seller.

“Environmental Claim” has the meaning ascribed to it in Section 2.19(c).

“Environmental Law” means any Federal, state, or local Law (including common law), statute, code, ordinance, order, rule, regulation, judgment, decree, injunction, writ, edict, award, authorization, or other legally binding and enforceable requirement by any Governmental or Regulatory Authority relating to any environmental, health or safety matters.

“Environmental Permits” has the meaning ascribed to it in Section 2.19(a).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” has the meaning ascribed to it in Section 2.12(a).

“Excluded Assets” means, collectively, the following assets and properties of Seller:

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(a) Cash and Investments. All cash (including checks received prior to the close of business on the Closing Date, whether or not deposited or cleared prior to the Closing Date), including, without limitation, cage cash, drop boxes, valet register, commercial paper, certificates of deposit and other bank deposits and other cash equivalents, except for Cash on Hand, insurance proceeds and condemnation awards with respect to Assets;

(b) Excluded Contracts. The rights of Seller in, to and under any Contract that is not an Included Contract (collectively, the "Excluded Contracts"), including the MCM Agreements and those Contracts listed in Schedule VII of Seller Disclosure Schedule; and

(c) Additional Excluded Assets. The rights of Seller in and to those other Excluded Assets listed on Schedule IX of Seller Disclosure Schedule, including without limitation, that the personal property owned by Seller's employees (as listed on Schedule IX of Seller Disclosure Schedule) that may currently be located at the Real Property.

(d) Avoidance Actions. The Avoidance Actions, other than the Assigned Avoidance Actions.

(e) D&O Claims. Any all claims and causes of action of the Seller or Florida Gaming Corporation and their respective bankruptcy estates against any of the current or former officers or directors of the Seller or Florida Gaming Corporation, derivatively or otherwise, including without limitation any claims or causes of action alleged and set forth in the Shareholder Derivative Complaint captioned *Herbert Silverberg v. W. Bennett Collett, et al.*, Case No. 8292-VN, and, notwithstanding any Included Contracts, any policies of insurance maintained by the Seller or Florida Gaming Corporation insuring against such claims and causes of action and the proceeds thereof.

(f) Claims Against ABC Funding. Any and all claims and causes of action of the Seller of Florida Gaming Corporation and their respective bankruptcy estates against ABC Funding or any lender to the Seller or Florida Gaming Corporation including those claims and causes of action alleged and set forth in the Complaint captioned *Florida Gaming Centers and Florida Gaming Corporation v. ABC Funding, LLC, et al.*, Adv. No. 13-01816

"Excluded Contracts" has the meaning ascribed to it in the definition of "Excluded Assets" set forth above.

"Expiration Time" has the meaning ascribed to it in Section 11.01(c).

"Facilities" means each of the Miami Jai Alai Facility and the Ft. Pierce Jai Alai Facility.

"Final Order" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction, the implementation or operation or effect of which has not been stayed, and as to which the time to appeal or petition for certiorari, has expired and as to which no appeal or petition for certiorari, shall then be pending or in the event that an appeal or writ of certiorari thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such

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order was appealed, or certiorari, shall have been denied and the time to take any further appeal or petition for certiorari shall have expired.

“Financial Statements” has the meaning ascribed to it in Section 2.06(a).

“FIRPTA Affidavit” has the meaning ascribed to it in Section 6.08.

“Ft. Pierce Jai Alai Facility” shall mean the Ft. Pierce Jai Alai pari-mutuel location currently operated by Seller.

“GAAP” means generally accepted accounting principles, consistently applied throughout the specified period and in the immediately prior comparable period.

“Gaming Laws” means the Chapter 550, the Chapter 551 and Section 849.086, Florida Statutes, and the rules and regulations promulgated thereunder and any additional gaming laws of any jurisdiction to which either Seller Party is subject as a result of the operation of its Assets and/or Business.

“Gaming License Approvals” has the meaning ascribed to it in Section 4.01(a).

“Governmental or Regulatory Authority” means any Bankruptcy Court, tribunal, arbitrator, authority, administrative or other agency, commission, gaming authority, official or other authority or instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision. Without limiting the generality of the foregoing, the term “Governmental or Regulatory Authority” shall include the Division of Pari-Mutuel Wagering.

“Hazardous Material” means any waste, chemical, or other material, or substance defined or regulated under any Environmental Law including, without limitation, any which are defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “infectious waste,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances” or “toxic pollutants” under any Environmental Law, and including, without limitation, petroleum, petroleum products or derivatives, asbestos, radon, lead, or mold.

“HSR Act” means Section 7A of the Clayton Act (Title II of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended) and the rules and regulations promulgated thereunder.

“IJAPA” has the meaning ascribed to it in Section 2.24(c).

“Immigration Act” has the meaning ascribed to it in Section 2.29.

“Improvements” has the meaning ascribed to it in the definition of “Assets” set forth above.

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“Included Contracts” has the meaning ascribed to it in the definition of “Assets” set forth above.

“Income Taxes” means any and all Taxes based upon or measured by gross or net income, receipts (other than sales and use taxes), capital or net worth.

“Indebtedness” of any Person means all obligations of such Person (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for the purchase price of goods or services, (iv) under capital leases and (v) in the nature of guarantees of the obligations described in clauses (i) through (iv) above of any other Person.

“Inspections” has the meaning ascribed to it in Section 4.03(f).

“Intangible Personal Property” has the meaning ascribed to it in the definition of “Assets” set forth above.

“Intellectual Property” means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, inventions, processes, formulae, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies, computer programs (including all source codes) and related documentation, technical information, manufacturing, engineering and technical drawings, know-how and all pending applications for and registrations of patents, trademarks, service marks, copyrights, trade secrets and other intellectual property rights.

“IRS” means the Internal Revenue Service.

“Jai Alai Players Association” shall have the meaning ascribed to it in Section 2.24(c).

“Knowledge” - an individual will be deemed to have “Knowledge” of a particular fact or other matter if: (a) such individual is actually aware of such fact or other matter; or (b) a prudent individual would be expected to discover or otherwise become aware of such fact or other matter in the ordinary course, including after conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter if such an inspection would be conducted by a prudent individual in the ordinary course. A Person (other than an individual) will be deemed to have “Knowledge” of a particular fact or other matter if any individual who is serving, or who has at any time during the thirty six (36) months preceding the Effective Date served, as a director, officer, division or department head, manager, partner, executor, or trustee of such Person (or in any similar capacity) (including, with respect to Seller, William B. Collett, Sr., William B. Collett, Jr. and Daniel Licciardi) has, or at any time had, Knowledge (as defined in clauses (a) and (b) above) of such fact or other matter.

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“Laws” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

“Liabilities” means all Indebtedness, obligations and other liabilities of a Person (whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due).

“Licenses” means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Governmental or Regulatory Authority, including without limitation, with respect to Seller, the jai alai, slot machine and other pari-mutuel and gaming permits and licenses of Seller described in Schedule IV hereto (collectively, the “Gaming Licenses”). Without limiting the foregoing, the Gaming Licenses of Seller include the Miami Pari-Mutuel Permit Number 273, the Fort Pierce Pari-Mutuel Permit Number 278, the Tampa Pari-Mutuel Permit Number 272, the Miami Pari-Mutuel Operating License Number 273, the Fort Pierce Pari-Mutuel Operating License Number 278, the Miami Slot Machine Operating License Number 273, the Miami Card Room Operating License Number 273 and the Fort Pierce Card Room Operating License Number 278.

“Liens” means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge, hypothecation, mortgage, equity, trust, equitable report, claim, preference, right of possession, lease, tenancy, license, enrichment, covenant, infringement, interference, Order, proxy, option, warrant, right of first refusal, preemptive right, community property interest, defect, exception, limitation, impairment, imperfection of title, condition, restriction or other encumbrance of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership), or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing.

“Loss” or “Losses” means any and all damages, fines, penalties, deficiencies, losses, costs and expenses (which term shall include, without limitation interest, Bankruptcy Court costs, reasonable fees of attorneys, paralegals, accountants and other experts or other reasonable expenses of litigation or other proceedings or investigations or of any claim, default or assessment or costs of environmental investigation, monitoring, containment, clean-up, removal, restoration, remedial work or natural resource damages (collectively, the “Costs and Expenses” or the “Cost and Expense”).

“Material Adverse Change” shall mean changes, events or effects, that are materially adverse to (i) the Business, the Condition of the Business, the Assets, Seller, the Liabilities, or the Gaming Licenses, or any part or component thereof, or (ii) the ability of Seller to perform its respective obligations under this Agreement or to consummate the transactions contemplated by this Agreement, *provided, that*, if such Material Adverse Change can be quantified to a dollar amount, such amount shall not be less than Two Hundred Thousand Dollars (\$200,000).

“Miami-Dade County Loan Documents” shall mean (i) that certain Promissory Note, made by Seller in the face amount \$3,013,586.10 to Miami-Dade County, Florida, dated March 27, 2009, (ii) that certain Mortgage and Security Agreement, by Seller to Miami-Dade

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County, Florida, dated as of March 27, 2009, recorded in Book 26817, Page 2713, (iii) that certain Promissory Note, made by Seller in the face amount of \$12,054,344.00 to Miami-Dade County, Florida, dated June 17, 2011, and (iv) that certain Mortgage and Security Agreement, by Seller to to Miami-Dade County, Florida, dated as of June 17, 2011 and recorded in Book 27728, Page 1880.

“Miami Jai Alai Facility” shall mean the Miami Jai Alai pari-mutuel location currently operated by Seller.

“NPL” means the National Priorities List under CERCLA.

“Offsite Wagering” has the meaning ascribed to it in Section 1.08.

“Operating Agreements” means each service contract, equipment lease, billboard lease, software license agreement, sign lease, Real Property Leases and other Contract affecting the Real Property, Assets or the Business that (i) Purchaser has agreed to accept as an Included Contract, and (ii) Purchaser has otherwise consented to in writing pursuant to the terms of this Agreement.

“Operations Settlement Statement” means a final accounting, as of the Closing Date, prepared by Seller accountants and reviewed by and acceptable to Purchaser and Purchaser accountants in the period between 11:59 P.M., E.T. on the day immediately preceding the Closing Date and 9:00 A.M., E.T. on the Closing Date, the results of which shall be incorporated into a written Operations Settlement Statement which shall be executed by Seller and Purchaser.

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

“Ordinary Course of Business” means an action recurring in nature, consistent with the Person’s past practices and taken in the ordinary course of the Person’s normal day-to-day operations, taken in accordance with sound and prudent business practices, not required to be authorized by the Person’s Board of Directors or shareholders and similar in nature and amount to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal day-to-day operations of other Persons that are engaged in business similar to the Business and, as it relates to the Assets, the maintenance and repair of such Assets, ordinary wear and tear excepted, consistent with past practice.

“Other Assets” has the meaning ascribed to it in the definition of “Assets” set forth above.

“Permitted Lien” means (i) any Lien for Taxes not yet due or delinquent, (ii) any statutory Lien arising in the Ordinary Course of Business by operation of Law with respect to a Liability that is not yet due or delinquent and (iii) any minor imperfection of title, or similar Liens which individually or in the aggregate with other such Liens do not materially

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impair the value of the property subject to the Lien or the value of such property in the conduct of the Business.

“Person” means any natural person, corporation, limited liability Seller, general partnership, limited partnership, limited liability limited partnership, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

“Plan” means any bonus, incentive compensation, deferred compensation, pension, profit sharing, retirement, stock purchase, stock option, stock ownership, stock appreciation rights, phantom stock, leave of absence, layoff, vacation, day or dependent care, legal services, cafeteria, life, health, accident, disability, workers’ compensation or other insurance, severance, separation or other employee benefit plan, practice, policy or arrangement of any kind, whether written or oral, including, but not limited to, any “employee benefit plan” within the meaning of Section 3(3) of ERISA.

“Player Contracts” has the meaning ascribed to it in the definition of “Assets” set forth above.

“Predecessor Entity” means any predecessor to Seller.

“Prepaid Deposits” has the meaning ascribed to it in Section 1.05(c)(vi).

“Prepaid Expenses” has the meaning ascribed to it in Section 1.05(c)(v).

“Purchase Price” has the meaning ascribed to it in Section 1.02(a).

“Purchaser” has the meaning ascribed to it in the forepart of this Agreement.

“Real Property” has the meaning ascribed to it in the definition of “Assets” set forth above.

“Real Property Leases” means leases, subleases, occupancy and concession agreements with respect to the Real Property described in Schedule 2.13(a).

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into, through or from the indoor or outdoor environment.

“Representatives” has the meaning ascribed to it in Section 4.03(a).

“Sale” has the meaning ascribed to it in Section 1.01(a).

“Sale Hearing” has the meaning ascribed to it in Section 11.01(g)(i).

“Sale Motion” has the meaning ascribed to it in Section 4.13(a).

“Sale Order” means an order or orders of the Bankruptcy Court pursuant to sections 363 and 365 of the Bankruptcy Code and in form and substance acceptable to

AUCTION VERSION

Purchaser that, as of the Closing Date, shall not have been stayed, vacated or otherwise rendered ineffective and which shall have become a Final Order, which order or orders shall approve, authorize and direct the Seller to consummate this Agreement, the transactions contemplated hereby and all of the terms and conditions hereof. Without limiting the generality of the foregoing, such order(s) shall find, acknowledge and/or otherwise provide, among other things, that (i) the Assets sold by Seller to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all Liens (other than Permitted Liens); (ii) Purchaser has “acted in good faith” within the meaning of Section 363(m) of the Bankruptcy Code; (iii) Purchaser is acquiring the Assets in exchange for reasonably equivalent value; (iv) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm’s length bargaining positions; (v) Purchaser shall not be a successor to Seller by reason of any theory of Law or equity and shall not have any successor or transferee Liability of any kind, nature or character, including Liabilities arising or resulting from or relating to the transactions contemplated hereby or by the Sale Order(s); and (vi) the transactions consummated pursuant to this Agreement or the Sale Order(s) shall not constitute a de facto merger, or a merger, as between Seller and Purchaser under applicable Law.

“Sale Procedures Motion” has the meaning ascribed to it in Section 4.13(a).

“Sale Procedures Order” means the order of the Bankruptcy Court, filed in Docket 261 in the Bankruptcy Case.

“Seller” has the meaning ascribed to it in the forepart of this Agreement.

“Seller Disclosure Schedule” has the meaning ascribed to it in the first paragraph of Article II.

“Seller Plans” has the meaning ascribed to it in Section 2.12(a).

“Seller’s Group” has the meaning ascribed to it in Section 2.09(a).

“Slot Machine License” shall mean the slot machine licenses contemplated in Chapter 551, Florida Statutes, including without limitation, Section 551.104, Florida Statutes. With respect to Seller, the term Slot Machine License shall include the Miami Slot Machine Operating License Number 273 issued to Seller with respect to the Miami Jai Alai Facility.

“Summit” or “Summit Lenders” shall mean Summit Partners Subordinated Debt Fund IV-A, L.P., Summit Partners Subordinated Debt Fund IV-B, L.P., FS Investment Corporation, Canyon Value Realization Fund, L.P., and ABC Funding, LLC, as administrative agent.

“Surveys” has the meaning ascribed to it in the definition of “Assets” set forth above.

“Tangible Personal Property” has the meaning ascribed to it in the definition of “Assets” set forth above.

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“Tax” means any Federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“Tax Authority” means any governmental entity, domestic or foreign, responsible for the imposition of any Taxes.

“Tax Credit” means the aggregate amount of all pari-mutuel tax credit carryforwards related to the Business as of the Closing, including all future pari-mutuel tax credit carryforwards related to the Business equal to the amount of pari-mutuel taxes incurred in excess of the Business’ current year’s operating profit (as defined in F.S. 550.09511(1)(b)).

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Transfer Taxes” has the meaning ascribed to it in Section 9.01.

“Uncashed Tickets” has the meaning ascribed to it in Section 1.08.

“Union Agreement” means that certain Agreement, dated on or about October 16, 2007 by and between Seller and the International Jai Alai Players Association.

“Vehicles” has the meaning ascribed to it in Section 2.21.

“WARN Act” means the Worker Adjustment Retraining and Notification Act of 1988.

12.02 Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; and (iv) the terms “Article” or “Section” refer to the specified Article or Section of this Agreement. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP. As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

ARTICLE XIII

MISCELLANEOUS

13.01 Notices. Unless otherwise provided herein, all notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given on the date of actual delivery if delivered personally to the party to whom notice is given, on the same day if sent by confirmed facsimile transmission, on the date of actual delivery if sent by email transmission or on the date of actual delivery if sent by or overnight commercial courier or by first-class mail, registered or certified, with postage prepaid, and in each case, properly addressed to the party at its address set forth below, or at any other address that any party may from time to time designate by written notice to the others:

If to Purchaser (and to Seller after the Closing occurs), to:

GLP Capital, L.P.
c/o Gaming and Leisure Properties, Inc.
825 Berkshire Blvd., Suite 400
Wyomissing, PA 19610
Attn: General Counsel
Facsimile No.: (610) 401-2901
Email: bmoore@GLPROPINC.com

and:

MGA Holding FL, LLC
c/o Mohegan Tribal Gaming Authority
1 Mohegan Sun Boulevard
Uncasville, Connecticut 06382
Attn: David A. Rome, Vice President
Facsimile No.: (860) 862-0777
Email: drome@mohegangamingadvisors.com

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attn: Evan R. Levy, Esq.
Facsimile No.: (917) 777-3889
Email: evan.levy@skadden.com

with a copy to:

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Mohegan Gaming Advisors
1 Mohegan Sun Boulevard
Uncasville, Connecticut 06382
Attn: Helga Woods, General Counsel
Facsimile No.: (860) 862-6153
Email: hwoods@moheganmail.com

If to Seller, to:

Florida Gaming Centers, Inc.
3500 NW 37th Avenue
Miami, FL 33142
Attn: William B. Collett, Jr.
Facsimile No.: (305) 634-1712
Email: bcollett@casinomiami.net

with a copy to:

Frost Brown Todd LLC
400 West Market Street
Suite 3200
Louisville, KY 40202-3363
Attn: R. James Straus, Esq.
Facsimile No.: (502) 581-1087
Email: jstraus@fbtlaw.com

If to the Committee, to:

Genovese Joblove & Battista, P.A.
100 S.E. Second Street, 44th Floor
Miami, FL 33131
Attn: Paul J. Battista, Esq.
Facsimile No.: (305) 349-2310
Email: phattista@gjb-law.com

Any party from time to time may change its address, facsimile number, email address or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

13.02 Entire Agreement. This Agreement and Ancillary Agreements supersede all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

13.03 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be

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effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

13.04 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by Purchaser (on behalf of itself and, after the Closing, Seller), on the one hand, and Seller (on behalf of itself and, prior to the Closing, Seller), on the other hand.

13.05 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person other than any and all Affiliates of Purchaser under Section 13.06.

13.06 Assignment; Binding Effect. This Agreement and the rights hereunder may not be assigned by a party to any other Person without the mutual written consent of all parties, which consent may not be unreasonably withheld by any party; provided however that notwithstanding the foregoing or anything contained in this Agreement or any Ancillary Agreement to the contrary, this Agreement and the rights and/or obligations of Purchaser hereunder may be assigned and/or delegated, as applicable, by Purchaser to each entity that constitutes Purchaser severally or to one or more Affiliates of one of the entities that constitutes Purchaser that is able to demonstrate that it is ready, willing and able to consummate the transactions contemplated herein on the same terms and conditions as Purchaser and that assumes all of Purchaser's obligations hereunder without any consent or requirement for consent by any party, and upon such assignment and/or delegation, Purchaser shall be released of any and all Liabilities hereunder and such assignee(s) shall be deemed to be the "Purchaser" as such term is defined in this Agreement. In addition, Purchaser may designate one or more Persons to take title and ownership to one or more Assets at Closing.

13.07 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

13.08 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

13.09 Consent to Jurisdiction and Venue. Each party hereby irrevocably submits to the exclusive jurisdiction of the United States Bankruptcy Court for the Southern

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District of Florida in any action, suit or proceeding arising out of or relating to this Agreement, the Ancillary Agreements or any of the transactions contemplated hereby or thereby, and agrees that any such action, suit or proceeding shall be brought only in such Bankruptcy Court; *provided, however*, that such consent to jurisdiction is solely for the purpose referred to in this Section 13.09 and shall not be deemed to be a general submission to the jurisdiction of said Bankruptcy Courts or in the State of Florida other than for such purpose. Each party hereby irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a Bankruptcy Court. Each party further irrevocably waives and agrees not to plead or claim that any such action, suit or proceeding brought in such a Bankruptcy Court has been brought in an inconvenient forum.

13.10 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to a Contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof. The parties hereto agree that the transactions arising under this Agreement and any other event or document related thereto, including the negotiation, execution and performance hereof, occurred outside tribal lands.

13.11 Attorneys' Fees. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party to such dispute will be entitled to recover its reasonable attorneys' fees and other Costs and Expenses relating to such dispute from the non-prevailing party.

13.12 Time of the Essence. Time is of the essence in performing covenants and agreements hereunder as to which time is relevant.

13.13 Counterparts. This Agreement may be executed in any number of counterparts, and by the different parties hereto on the same or separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange or delivery of copies of this Agreement and of signature pages by facsimile or email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. The signature of a party transmitted by facsimile or email shall be deemed to be its original signature for all purposes.

13.14 Remedies Cumulative. Except as herein expressly provided, the remedies provided herein shall be cumulative and shall not preclude assertion by any party hereto of any other rights or the seeking of any other remedies against any other party hereto. The parties hereto agree that the Business is a unique asset and that damages suffered by Purchaser as a result of a breach of this Agreement by Seller would be impracticable to determine. Accordingly, the parties hereto agree that Purchaser shall be entitled to seek specific performance of the terms of this Agreement in the event of a breach of the terms of this Agreement.

ARTICLE XIV

WAIVER OF SOVEREIGN IMMUNITY

(a) MGA PURCHASER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES THE SOVEREIGN IMMUNITY OF MGA PURCHASER (AND ANY DEFENSE BASED THEREON) FROM ANY SUIT, ACTION OR PROCEEDING OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION, EXERCISE OF CONTEMPT POWERS, OR OTHERWISE) IN ANY FORUM, WITH RESPECT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY; *PROVIDED*, THAT THE WAIVER CONTAINED IN THIS CLAUSE (A) IS EXPRESSLY LIMITED TO ACTIONS AGAINST MGA PURCHASER.

(b) MGA PURCHASER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT DESCRIBED IN SECTION 13.09 ABOVE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) MGA PURCHASER AGREES THAT ANY ACTION FOR THE ENTRY OF JUDGMENT ON AND/OR ENFORCEMENT OF A COURT ORDER OR JUDGMENT MAY BE BROUGHT IN THE MOHEGAN TRIBAL GAMING DISPUTES COURT. MGA PURCHASER EXPRESSLY WAIVES THE APPLICATION OF THE DOCTRINES OF EXHAUSTION OF TRIBAL REMEDIES AND ANY RIGHT OF COMITY WITH RESPECT TO ANY TRIBAL COURT OR ANY TRIBAL COURT OF APPEALS THE TRIBE MAY NOW OR HEREAFTER MAINTAIN. IN ANY EVENT, NO ACTION MAY BE BROUGHT IN ANY TRIBAL COURT WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

(d) THE WAIVERS AND CONSENTS DESCRIBED IN THIS SECTION SHALL INURE TO THE BENEFIT OF SELLER. SELLER SHALL HAVE AND BE ENTITLED TO ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, INCLUDING THE RIGHT TO SPECIFIC PERFORMANCE, MONEY DAMAGES AND INJUNCTIVE OR DECLARATORY RELIEF. THE WAIVERS OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION CONTAINED IN THIS SECTION AND SECTION 13.09 AND SECTION 13.10 ARE IRREVOCABLE.

[Signature page follows]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

“PURCHASER”:

GLP CAPITAL, L.P.,
a Pennsylvania limited partnership

By: _____
Name: _____
Title: _____

MGA HOLDING FL, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

“SELLER”:

FLORIDA GAMING CENTERS, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

“PARENT”:

FLORIDA GAMING CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

SCHEDULE IReal PropertyOwned Property

	Owner	Folio #	Street Address	Summary Legal Description
1.	City National Bank of Florida	01-3129-015-0010	3500 NW 37 th Ave., Miami, FL 33142	Fronton Heights Addn PB 90-20, City of Miami
2.	City National Bank of Florida	30-3129-015-0020	3500 NW 37 th Ave., Miami, FL 33142	Fronton Heights Addn PB 90-20, Dade County
3.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1910	3695 NW 35 th St., Miami, FL 33142	Melrose Hgts 5 th Sec. PB 17-22, Lots 24-29 BLK 71
4.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1970	3695 NW 35 th St., Miami, FL 33142	Melrose Hgts 5 th Sec. PB 17-22, Lot 30, BLK 71
5.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1980	3695 NW 35 th St., Miami, FL 33142	Melrose Hgts, 5 th Sec. PB 17-22, Lot 31, BLK 71
6.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1990	3695 NW 35 th St., Miami, FL 33142	Melrose Hgts 5 th Sec. PB 17-22, Lot 32, BLK 71
7.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-2000	3601 NW 35 th St., Miami, FL 33142	Melrose Hgts 5 th Sec. PB 17-22, Lots 33-36, BLK 71
8.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1290		Melrose Hgts 5 th Sec. PB 17-22, Lots 1-17 inc. & 21-26 inc. BLK 69
9.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1460	3663 NW 33 rd St., Miami, FL 33142	Melrose Hgts. 5 th Sec. PB 17-22, Lots 18-19 BLK 69
10.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1540		Melrose Hgts. 5 th Sec. PB 17-22, Lots 1-18 & 25 & 26 BLK 70 & N1/2 34 ST S of LTS 16-17-18
11.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1720	3655 NW 34 th St., Miami, FL 33142	Melrose Hgts. 5 th Sec. PB 17-22, Lots 19-22 Inc. BLK 70 & N 1/2 of NW 34 th St Lyg S & Adj.
12.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1730	3635 NW 34 th St., Miami, FL 33142	Melrose Hgts. 5 th Sec. PB 17-22, Lots 23 & 24 Blk 70 & N 1/2 of NW 34 St. Lyg. S & Adj. Closed Per
13.	Florida Gaming Centers, Inc.	2313-233-0001-000/0	1750 S. Kings Hwy., Ft. Pierce, FL 34945	
14.	Florida Gaming Corporation	2313-233-0002-000/7	1776 Kings Hwy., Ft. Pierce, FL 34945	
15.	Florida Gaming Corporation	2313-233-0003-	1790 Kings Hwy, Ft.	

16.	Florida Gaming Centers, Inc.	000/4 2313-322-0012- 000/3	Pierce, FL 34945 0 Kings Hwy, Ft. Pierce, FL 34945
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Leased Property

	Lessee	Name of Lease	Facility
1.	Casino Café	Food Services Management Agreement (Florida Gaming Corporation as Landlord)	Miami
2.	Summer Jai Alai Partners	Lease (Seller as Landlord)	Miami

SCHEDULE II
INCLUDED CONTRACTS

	Company	Service/Product	Property	Contract Date	Exp Date	Amount	Frequency
1.	Sportech Racing LLC f/k/a Scientific Games Racing, LLC	Parimutuel Wagering Equipment and Service	Ft Pierce	Mar. 23, 2009	Month to Month	\$1,800	Weekly
a.		Amendment to Services Agreement	Ft. Pierce	Dec. 22, 2010			
b.		Second Amendment to Services Agreement	Ft. Pierce	Nov. 9, 2011			
c.		Third Amendment to Services Agreement	Ft. Pierce	Dec. 26, 2012			
d.		Fourth Amendment to Services Agreement	Ft. Pierce	July 1, 2013			
e.		Fifth Amendment to Services Agreement	Ft. Pierce	Aug. 28, 2013			
f.		Sixth Amendment to Services Agreement	Ft. Pierce	Oct. 30, 2013			
2.	Sportech Racing LLC f/k/a Scientific Games Racing, LLC	Parimutuel Wagering Equipment and Service	Miami	Nov. 23, 2009	Month to Month	\$2,850	Weekly
a.		Amendment to Services Agreement	Miami	Dec. 22, 2010			
b.		Letter	Miami	Dec. 23, 2010			
c.		Second Amendment to Services Agreement	Miami	Jan. 13, 2012			
d.		Third Amendment to Services Agreement	Miami	Dec. 26, 2012			
e.		Fourth Amendment to Services Agreement	Miami	June 2013			
f.		Fifth Amendment to Services Agreement	Miami	Aug. 28, 2013			
g.		Sixth Amendment to Services Agreement	Miami	Oct. 30, 2013			
3.	Televue Racing Patrol, Inc. (now owned by International Sound Corp.)	Televising Pari-mutuel Wagering	Miami	Feb. 16, 2011	Feb. 15, 2016	\$331	Daily - Live
4.	Televue Racing Patrol, Inc. (now owned by International Sound	Televising Pari-mutuel Wagering	Miami	Feb. 16, 2011	Feb. 15, 2016 (Not in effect right	\$50	Daily - Simulcast

	Corp.)					now because do not need simulcast)		
5.	Televue Racing Patrol, Inc. (now owned by International Sound Corp.)	Surveillance Equipment	Ft Pierce	Oct. 20, 2008		Dec. 31, 2013 (now Month to Month)	\$62.10	Daily - 360 dy/yr
6.	Televue Racing Patrol, Inc. (now owned by International Sound Corp.)	Surveillance Equipment	Ft Pierce	Mar. 27, 2008		Dec. 31, 2013 (now Month to Month)	\$31.50	Daily - 360 dy/yr
7.	Televue Racing Patrol, Inc. (now owned by International Sound Corp.)	Surveillance Equipment	Ft Pierce	Feb. 25, 2008		Dec. 31, 2013 (now Month to Month)	\$4.37	Daily - 360 dy/yr
8.	Televue Racing Patrol, Inc. (now owned by International Sound Corp.)	Surveillance Equipment	Ft Pierce	Feb. 18, 2008		Dec. 31, 2013 (now Month to Month)	\$167.90	Daily - 360 dy/yr
9.	Televue Racing Patrol, Inc. (now owned by International Sound Corp.)	LCD TV's	Ft Pierce	Jan. 29, 2008		Dec. 31, 2013 (now Month to Month)	\$82.28	Daily - 360 dy/yr
10.	Glory (U.S.A.) Inc.	Service - Ticket Redemption Units	Miami	Apr. 9, 2012		Apr. 20, 2014 (Renews annually)	\$27,146.80	Annual
11.	Cummins Allison Corp.	Service Currency Counting Equipment	Miami	May 1, 2012		Apr. 30, 2014 (then month to month)	\$16,784.01	Annual
12.	Konica-Minolta	Copier Leases	Miami	Oct. 18, 2011		Oct. 17, 2016	\$2,640	Monthly
13.	Horizon Software, Inc.	Jai-Alai Player statistics and handicapping system	Miami	Aug. 26, 2011		Dec. 31, 2014 (Renews annually)	\$600	Monthly
14.	Loomis	Armored Car	Miami	Nov. 2011		Oct. 2014 (Renews annually)	\$868.26 (approx. \$2,000 with	Monthly

									fees)	
15.	Otis Elevator	Elevator Service Contract (3) elevators	Miami	Dec. 6, 1991				Extends automatically for 5 year terms	\$6,366	Quarterly
16.	Orkin Pest Control	Pest control services	Miami	May 21, 1997, as amended by Addendum on Apr. 6, 2012				Month to Month	\$246	Weekly
17.	Royal Cool	Air Conditioning maintenance/service	Miami	Apr. 24, 2012				Month to Month	\$1,720	Monthly
18.	Cisco Capital	Phone system lease/purchase	Miami	Oct. 19, 2011				Oct. 18, 2014	\$1,469	Monthly
19.	Bally Gaming, Inc. d/b/a Bally Technologies	Software/Hardware Maintenance	Miami	Apr. 23, 2012				Apr. 22, 2014 (Renews annually)	\$23,115	Monthly
20.	CIP Reporting	Report writing system	Miami	Dec. 1, 2011				Nov. 30, 2014 (Renews annually)	\$350	Monthly
21.	Racetrack Television Network, LLC (Robert Communications) ¹	Satellite service for jai-alai signal	Miami	Jan. 1, 2011				Dec. 31, 2014 (Renews annually)	\$550	Per performance
22.	DiTronics Financial Services	Cash Access Services - ATM service - revenue share - cash advances	Miami	Aug. 22, 2011, as amended by Addendum on Sept. 12, 2012				Sept. 14, 2014	Commission Fee Structure	Monthly
23.	DiTronics Financial Services	ATM operator application and agreement	Ft. Pierce	Jun. 14, 2013						
24.	DiTronics Financial Services	Cash Access Services - ATM service - revenue share - cash advances	Ft. Pierce	Jul. 18, 2013				Feb. 14, 2017	Commission Fee Structure	Monthly
25.	Casino Café	Food Services Management Agreement (Seller as Landlord)	Miami	Nov. 2011				Jan. 2015	No rent	
26.	Summer Jai Alai Partners	Lease (Seller as Landlord)	Miami	Sept. 30, 2010				Jan. 22, 2019	\$7,500 x 47 of performances	

¹ Terms set forth in this Schedule on based on an unsigned contract.

									paid to FGC	
27.	Summer Jai Alai Partners	Amended and Rested Permit Use Agreement	Miami	Sept. 30, 2010		Jan. 22, 2019				
28.	Miami-Dade County, Florida	Settlement Agreement	Miami	Feb. 3, 2009						
29.	Miami-Dade County, Florida	Letter Agreement	Miami	Feb. 16, 2011				\$430,000 due if notice of commencement is filed		
30.	American Gaming System	Slot machine leases	Miami	Jan. 21, 2011		Jul. 22, 2014		\$175,500		Monthly
31.	American Gaming System	Slot machine leases	Miami	Jan. 21, 2011		Jan. 22, 2014 (now Month to Month)		\$41,880		Monthly
32.	IGT	Slot machine leases	Miami	Sept. 9, 2011		Month to Month		\$19,902		Monthly
33.	Bally Gaming, Inc. d/b/a Bally Technologies	Slot machine leases	Miami	Sept. 12, 2011		Sept 11, 2014 (Renews annually)		\$13,500		Monthly
34.	Aristocrat Technologies, Inc.	Slot machine leases	Miami	Oct. 18, 2012		Month to Month		\$19,581		Monthly
35.	Shufflemaster (now owned by Bally)	Blackjack	Miami	Aug. 18, 2011 (with new table added on July 25, 2012)		Month to Month		\$15,000		Monthly
36.	Shufflemaster (now owned by Bally)	Card shufflers	Miami	Oct. 31, 2011		Month to Month		\$8,520		Monthly
37.	L & M Leasing	(3) Golf cart rentals	Miami	Sept. 21, 2012		Month to Month		\$1,204		Monthly
38.	United Fire Protection, Inc.	Fire System Inspections	Miami	Jan. 1, 2012		Dec. 31, 2014 (Renews annually)		\$13,555		Annual
39.	All Mobile Video	Decoders	Ft. Pierce	Dec. 31, 2013		Month to Month		\$100		Monthly
40.	The New York Racing Association	Decoder	Ft. Pierce	Feb. 10, 2014		Month to Month		\$250		Monthly
41.	DigiDeal Corporation	Electronic blackjack dealers	Miami	Oct. 27, 2011		Oct. 15,		\$2,000		Monthly

						2014	
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Player Contracts – Miami:

	Playing Name	Legal Name	Monthly Salary	Expiration Date
42.	Aitzol	Aitzol Erquiaga	\$2,400	Dec. 31, 2014
43.	Aizarna	Ruben Gonzalez	\$2,600	Dec. 31, 2014
44.	Aizpitarte	Jon Aizpitarte	\$2,100	Dec. 31, 2014
45.	Aldazabal	Inaki Aldazabal	\$3,000	Dec. 31, 2014
46.	Alejandro	Alejandro Sandoval	\$2,100	Dec. 31, 2014
47.	Areitio	Alberto Mandiola	\$3,100	Dec. 31, 2014
48.	Aritz	Aritz Erkiaga	\$3,400	Dec. 31, 2014
49.	Arrasate	Igor Arrasate	\$2,800	Dec. 31, 2014
50.	Arriza	Teodoro J. Echaburu	\$2,600	Dec. 31, 2014
51.	Benat	Benat Flores	\$2,500	Dec. 31, 2014
52.	Bereikua	Yulen Bereikua	\$3,100	Dec. 31, 2014
53.	Chauderon	Richard Chauderon	\$2,600	Dec. 31, 2014
54.	Cisneros	Jose L. Cisneros	\$3,000	Dec. 31, 2014
55.	Enrique	Enrique Brisenos	\$2,400	Dec. 31, 2014
56.	Erkiaga	Jose M. Erkiaga	\$3,300	Dec. 31, 2014
57.	Garro	Aitor Garrogerricaechebarria	\$2,700	Dec. 31, 2014
58.	Goicoetxea	Inaki Osa	\$5,200	Dec. 31, 2014
59.	Guisasola	Julian Guisasola	\$2,100	Dec. 31, 2014
60.	Hernandez	Jonatan	\$2,500	Dec. 31, 2014
61.	Irastorza	Eric Irastorza	\$4,500	Dec. 31, 2014
62.	Jabi	Javier Salaberria	\$3,500	Dec. 31, 2014

63.	Jon	Jon Mugartequi	\$2,500	Dec. 31, 2014
64.	Ladutxe	Emmanuel Laduche	\$3,000	Dec. 31, 2014
65.	Lejardi	Fernando Lejardi	\$3,400	Dec. 31, 2014
66.	Lopez	Imanol Lopez	\$4,500	Dec. 31, 2014
67.	Luis	Luis Osa	\$3,300	Dec. 31, 2014
68.	Manuel	Victor M. Ramirez	\$2,100	Dec. 31, 2014
69.	Patrick	Patrick Bouzet	\$3,000	Dec. 31, 2014
70.	Patxi	Patxi Tambourineguy	\$2,400	Dec. 31, 2014
71.	Rekalde	Alexander Recalde	\$3,600	Dec. 31, 2014
72.	Ricky	Ricardo Ruiz Vazquez	\$3,000	Dec. 31, 2014
73.	Santiso	Benat Santiso	\$2,200	Dec. 31, 2014
74.	Tevin	Leon Shepard	\$3,200	Dec. 31, 2014
75.	Tico	Roberto Barrios	\$2,500	Dec. 31, 2014
76.	Zinkunegi	Unai Cincunegi	\$3,000	Dec. 31, 2014
77.	Zuri	Juan M. Fundazuri	\$2,900	Dec. 31, 2014
	TOTAL		\$105,900	

Players Contracts – Ft. Pierce: 16 players to be contracted in January

Revenue Sharing Agreements and Collective Bargaining Agreements:

78.	Jai-Alai Players	Collective Bargaining Agreement	1.75% of Slot Revenue
79.	Miami-Dade County	Development Agreement	1.5% of Slot Revenue
80.	City of Miami	Development Agreement	1.5% of Slot Revenue
81.	City of Ft. Pierce and St. Lucie County	Revenue Sharing Agreement	3.0% of Slot Revenue (split equally) of poker rake

Licenses:

See Schedule IV.

Warranties:

All active warranties relating to Tangible Personal Property set forth in Schedule II.

Insurance Policies:

See Schedule 2.17.

SCHEDULE III
TANGIBLE PERSONAL PROPERTY

[SEE ATTACHED]

The Slot Machine List was included in the Intralinks data room created in connection with Seller's bankruptcy auction and Purchaser acknowledges receipt thereof.

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 Mar 10, 2014 12:05

Florida Gaming Centers, Inc.
 3500 NW 137 Avenue, Miami, FL 33142

d/b/a Ft. Pierce Jai-Alai

Leased, Loaned & Rented Equipment

<u>Name & Address</u>	<u>Description</u>	<u>Yr. Acq.</u>	<u>Year of Manufact.</u>	<u>Approx. Mo. Rental</u>	<u>Cost if Purchased New</u>
Sportech Racing, LLC 600 Long Wharf Drive New Haven, CT 06511	Tote Equipment	1994	Unknown	8,100	Unknown
International Sound Corp. 7130 Milford Industrial Rd. Pikesville, MD 21208	Television Cameras Projectors Surveillance Sys.	2008	Unknown	10,561	Unknown
US Bancorp Equipment Finance P.O. Box 790448 St. Louis, MO 63179-0448	Ice Machines	2007	Unknown	273	Unknown
Pitney Bowes P.O. Box 371887 Pittsburgh, PA 15250-7887	Mailing System	2007	Unknown	180	Unknown
Konica Minolta P.O. Box 550599 Jacksonville, FL 32255-0599	Copy Machine	2011	Unknown	925	Unknown
Roberts Communications Network 4175 Cameron Street, Suite B10 Las Vegas, NV 89103	Decoders	2011	Unknown	500	Unknown
All Mobile Video 221 W. 26 Street New York, NY 10001	Decoders	2011	Unknown	300	Unknown
The New York Racing Association P.O. Box 95000-3820 Philadelphia, PA 19195-0001	Decoder	2012	Unknown	250	Unknown

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Florida Gaming Centers, Inc.
 3500 NW 137 Avenue, Miami, FL 33142

d/b/a Ft. Pierce Jai-Alai

Depreciation Summary (Page 1 of 2)

<u>Description</u>	<u>Yr. Acq.</u>	<u>Age</u>	<u>Original Cost</u>	<u>Accumulated Depreciation</u>	<u>Fair Market Value</u>
Office Furniture & Equipment	1994	Various*	40,730.00	40,249.74	480.26
Office Furniture & Equipment	1995	18 yrs	4,635.00	4,635.00	0.00
Office Furniture & Equipment	1996	17 yrs	2,370.52	2,370.52	0.00
Office Furniture & Equipment	1999	14 yrs	904.27	904.27	0.00
Office Furniture & Equipment	2000	13 yrs	1,663.14	1,663.14	0.00
Office Furniture & Equipment	2001	12 yrs	1,100.60	1,100.60	0.00
Office Furniture & Equipment	2002	11 yrs	2,523.59	2,523.59	0.00
Office Furniture & Equipment	2004	9 yrs	666.15	666.15	0.00
Office Furniture & Equipment	2008	5 yrs	10,320.15	5,576.29	4,743.86
Total			64,913.42	59,689.30	5,224.12
Cardroom Equipment	1996	17 yrs	3,146.00	3,146.00	0.00
Cardroom Equipment	1997	16 yrs	3,522.51	3,522.51	0.00
Cardroom Equipment	2008	5yrs	121,579.83	70,765.81	50,814.02
Concession/Snack/Bar Equipment	1994	Various*	74,066.00	74,066.00	0.00
Concession/Snack/Bar Equipment	1995	18 yrs	1,396.00	1,396.00	0.00
Concession/Snack/Bar Equipment	1997	16 yrs	3,253.15	3,253.15	0.00
Concession/Snack/Bar Equipment	2002	11 yrs	4,203.92	4,203.92	0.00
Concession/Snack/Bar Equipment	2003	10 yrs	250.00	243.75	6.25
Concession/Snack/Bar Equipment	2007	6 yrs	10,000.00	5,500.00	4,500.00
Concession/Snack/Bar Equipment	2008	5 yrs	38,836.40	17,476.40	21,360.00
Concession/Snack/Bar Equipment	2009	4 yrs	1,207.97	422.80	785.17
Restaurant Equipment	1994	Various*	45,322.00	45,322.00	0.00
Restaurant Equipment	1995	18 yrs	22,990.00	22,990.00	0.00
Restaurant Equipment	1996	17 yrs	1,796.00	1,796.00	0.00
Restaurant Equipment	1999	14 yrs	1,176.83	1,176.83	0.00
Restaurant Equipment	2001	12 yrs	570.50	570.50	0.00
Restaurant Equipment	2002	11 yrs	1,121.10	1,121.10	0.00
Total			334,438.21	256,972.77	77,465.44

* Approximately 19 to 33 yrs

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Florida Gaming Centers, Inc.
 3500 NW 137 Avenue, Miami, FL 33142

d/b/a Ft. Pierce Jai-Alai

Depreciation Summary (Page 2 of 2)

<u>Description</u>	<u>Yr. Acq.</u>	<u>Age</u>	<u>Original Cost</u>	<u>Accumulated Depreciation</u>	<u>Fair Market Value</u>
Machinery & Equipment	1994	Various*	195,219.00	195,219.00	0.00
Machinery & Equipment	1995	18 yrs	72,415.00	72,415.00	0.00
Machinery & Equipment	1996	17 yrs	73,469.00	73,469.00	0.00
Machinery & Equipment	1997	16 yrs	3,377.27	3,377.27	0.00
Machinery & Equipment	1999	14 yrs	18,153.00	18,153.00	0.00
Machinery & Equipment	2000	13 yrs	2,044.80	2,044.80	0.00
Machinery & Equipment	2001	12 yrs	905.25	905.25	0.00
Machinery & Equipment	2002	11 yrs	22,176.80	22,176.80	0.00
Machinery & Equipment	2003	10 yrs	14,785.81	14,350.78	435.03
Machinery & Equipment	2004	9 yrs	1,567.00	1,449.47	117.53
Machinery & Equipment	2005	8 yrs	69,179.08	51,884.32	17,294.76
Machinery & Equipment	2006	7 yrs	18,667.67	12,133.99	6,533.68
Machinery & Equipment	2008	6 yrs	58,033.42	26,115.04	31,918.38
Machinery & Equipment	2010	4 yrs	4,790.00	1,197.50	3,592.50
Total			554,783.10	494,891.22	59,891.88
Grand Total			954,134.73	811,553.29	142,581.44

* Approximately 19 to 33 yrs

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FLORIDA GAMING CORPORATION
3500 N.W. 37 AVENUE
MIAMI, FLORIDA 33142

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Mar 10, 2014 2:05
DEPRECIATION SCHEDULES
SCHEDULE 03 - ACE DEPRECIATION
FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
7 - FT. PIERCE JAI-ALAI	30	MACHINERY AND EQUIPMENT (1530)									
	7304001	2,178 AUDITORIUM CHAIRS	U	02/01/1994	SL Y	10.00		46,809.00	.00	46,809.00	.00
	7304002	8' WORK COUNTER	U	02/01/1994	SL Y	10.00		394.00	.00	394.00	.00
	7304003	48' BETTING COUNTER	U	02/01/1994	SL Y	10.00		1,541.00	.00	1,541.00	.00
	7304004	42' BETTING COUNTER	U	02/01/1994	SL Y	10.00		1,577.00	.00	1,577.00	.00
	7304005	PERRY TURNSTILES	U	02/01/1994	SL Y	10.00		492.00	.00	492.00	.00
	7304006	PERRY TURNSTILES	U	02/01/1994	SL Y	10.00		492.00	.00	492.00	.00
	7304007	PERRY TURNSTILES	U	02/01/1994	SL Y	10.00		492.00	.00	492.00	.00
	7304008	PERRY TURNSTILES	U	02/01/1994	SL Y	10.00		494.00	.00	494.00	.00
	7304009	NCR 126 (8) 2X CASH REGISTER	U	02/01/1994	SL Y	10.00		465.00	.00	465.00	.00
	7304010	30 SWIVEL CHAIRS	U	02/01/1994	SL Y	10.00		2,069.00	.00	2,069.00	.00
	7304011	SOUND SYSTEM UPDATING	U	02/01/1994	SX Y	10.00		423.00	.00	423.00	.00
	7304012	EMERGENCY LIGHTING SYSTEM	U	02/01/1994	SL Y	10.00		3,842.00	.00	3,842.00	.00

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FLORIDA GAMING CORPORATION
3500 N.W. 37 AVENUE
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7 - FT. PIERCE JAI-ALAI

CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	DEPR DEPRECIATION	PRIOR DEPRECIATION	CURRENT DEPRECIATION
7304013	24 SWIVEL CHAIRS	U	02/01/1994	SL Y	10.00		1,702.00	.00	1,702.00	.00	.00
7304014	1 - BOGAN C100 AMPLIFIER	U	02/01/1994	SL Y	10.00		165.00	.00	165.00	.00	.00
7304015	1 CAN MIXER PREAMPLIFIER	U	02/01/1994	SX Y	10.00		95.00	.00	95.00	.00	.00
7304016	1 - BOGAN C100 AMPLIFIER	U	02/01/1994	SL Y	10.00		165.00	.00	165.00	.00	.00
7304017	1 - BOGAN C100 AMPLIFIER	U	02/01/1994	SL Y	10.00		165.00	.00	165.00	.00	.00
7304018	1 - CAN MIXER PREAMPLIFIER	U	02/01/1994	SL Y	10.00		147.00	.00	147.00	.00	.00
7304019	1 - KENWOOD KX - 1030	U	02/01/1994	SL Y	10.00		263.00	.00	263.00	.00	.00
7304020	1 - BIC T-05	U	02/01/1994	SL Y	10.00		118.00	.00	118.00	.00	.00
7304021	ZEP AZ-12 FLOOR MACHINE	U	02/01/1994	SL Y	10.00		262.00	.00	262.00	.00	.00
7304022	1 - CABINET & BENCH	U	02/01/1994	SL Y	10.00		151.00	.00	151.00	.00	.00
7304023	NEW TRIFECTA BOARD	U	02/01/1994	SL Y	10.00		27,172.00	.00	27,172.00	.00	.00
7304024	1 - POWER TENNIS-ISER	U	02/01/1994	SL Y	10.00		183.00	.00	183.00	.00	.00
7304025	1 - D2P DOUBLE KNEE	U	02/01/1994	SL Y	10.00		566.00	.00	566.00	.00	.00
7304026	1 - TOTALISATOR	U	02/01/1994	SL Y	10.00		16,402.00	.00	16,402.00	.00	.00
7304027	72X18 STEEL CABINET (PLYRS)	U	02/01/1994	SL Y	10.00		95.00	.00	95.00	.00	.00
7304028	WHIRLPOOL UNIT	U	02/01/1994	SL Y	10.00		1,379.00	.00	1,379.00	.00	.00
7304029	ALL LEVEL COT	U	02/01/1994	SL Y	10.00		416.00	.00	416.00	.00	.00
7304031	FLOOR MACHINE K-205 20"	U	02/01/1994	SL Y	10.00		503.00	.00	503.00	.00	.00
7304032	10 LAMPBOXES	U	02/01/1994	SL Y	10.00		835.00	.00	835.00	.00	.00
7304033	HOIST ON FRONTON ROOF	U	02/01/1994	SL Y	10.00		4,857.00	.00	4,857.00	.00	.00
7304034	RESULTS BOARD EXTENSION	U	02/01/1994	SL Y	10.00		452.00	.00	452.00	.00	.00
7304036	SOUND SYSTEM	U	02/01/1994	SL Y	10.00		716.00	.00	716.00	.00	.00
7304037	TRACTOR W/MOWER	U	02/01/1994	SL Y	10.00		4,731.00	.00	4,731.00	.00	.00
7304039	3 - WATER COOLERS	U	02/01/1994	SL Y	10.00		1,244.00	.00	1,244.00	.00	.00
7304040	CHAIRS & TABLE (JUDGES ROOM)	U	02/01/1994	SL Y	10.00		527.00	.00	527.00	.00	.00
7304042	PARKING LOT SWEEPER	U	02/01/1994	SL Y	10.00		12,045.00	.00	12,045.00	.00	.00
7304043	PLAYERS ICE MACHINE	U	02/01/1994	SL Y	10.00		1,414.00	.00	1,414.00	.00	.00
7304044	PLAYERS - 49 LOCKERS	U	02/01/1994	SL Y	10.00		5,821.00	.00	5,821.00	.00	.00
7304045	PLAYERS - FLATWORK IRONER	U	02/01/1994	SL Y	10.00		4,079.00	.00	4,079.00	.00	.00
7304046	PLAYERS - 2 MODEL L DRYERS	U	02/01/1994	SL Y	10.00		1,958.00	.00	1,958.00	.00	.00
7304047	PLAYERS - 2 30LB CAP WASHERS	U	02/01/1994	SL Y	10.00		4,059.00	.00	4,059.00	.00	.00
7304048	CASH SELL SYSTEM (SCOREBOARD)	U	02/01/1994	SL Y	10.00		20,655.00	.00	20,655.00	.00	.00
7304050	1 CREATIVE DISPLAY	U	02/01/1994	SL Y	10.00		4,601.00	.00	4,601.00	.00	.00
7304052	STIMULATOR WAULTRA SOUND UNIT	U	02/01/1994	SL Y	10.00		1,894.00	.00	1,894.00	.00	.00
7304053	3 TEEC 215 CASH REGISTERS	U	02/01/1994	SL Y	10.00		1,334.00	.00	1,334.00	.00	.00
7304054	STEAM PRESS MACHINE	U	02/01/1994	SL Y	10.00		3,100.00	.00	3,100.00	.00	.00
7304058	PORTABLE GRAPHIC	U	02/01/1994	SL Y	10.00		2,284.00	.00	2,284.00	.00	.00

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LOCATION 7 - FT. PIERCE JAI-ALAI

DEPRECIATION SCHEDULES
SCHEDULE 03 - ACE DEPRECIATION
FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	DEPRECIATION	PRIOR DEPRECIATION	CURRENT DEPRECIATION
7304060	EQUIPMENT	U	02/01/1994	SL Y	10.00		1,125.00	.00	.00	1,125.00	.00
7304064	SECURITY	N	04/30/1984	SL Y	10.00		4,121.00	.00	.00	4,121.00	.00
7304066	TELEVIEW	N	04/30/1994	SL Y	10.00		2,612.00	.00	.00	2,612.00	.00
7304067	TRI-W RENTAL	N	08/16/1994	SL Y	10.00		1,407.00	.00	.00	1,407.00	.00
7304068	BECO RENTAL INC	N	08/23/1994	SL Y	10.00		486.00	.00	.00	486.00	.00
7304069	LIBERTY COACH/MODIFIED BUS	N	01/17/1995	SL Y	10.00		1,500.00	.00	.00	1,500.00	.00
7304070	LIBERTY COACH/MODIFIED BUS	N	01/21/1995	SL Y	10.00		1,000.00	.00	.00	1,000.00	.00
7304071	LIBERTY COACH/MODIFIED BUS	N	01/30/1995	SL Y	10.00		1,000.00	.00	.00	1,000.00	.00
7304072	GREAT GATSBY BAR 20'	N	01/31/1995	SL Y	10.00		7,500.00	.00	.00	7,500.00	.00
7304073	LIBERTY COACH/MODIFIED BUS	N	02/02/1995	SL Y	10.00		1,639.00	.00	.00	1,639.00	.00
7304074	E.T. REID CK#4099	N	03/24/1995	SL Y	10.00		225.00	.00	.00	225.00	.00
7304075	ELPEX, INC CK#4390	N	05/03/1995	SL Y	10.00		988.00	.00	.00	988.00	.00
7304076	TC1 CABLE SOUND SYSTEM	N	05/16/1995	SL Y	10.00		14,000.00	.00	.00	14,000.00	.00
7304077	TC1 CABLE SOUND SYSTEM	N	08/29/1995	SL Y	10.00		13,739.00	.00	.00	13,739.00	.00
7304078	N. AMERICAN VAN TRANS 922B	N	07/18/1995	SL Y	10.00		896.00	.00	.00	896.00	.00
7304079	SAMS CLUB CK#4967	N	08/04/1995	SL Y	10.00		318.00	.00	.00	318.00	.00
7304081	CLARK ENTERPRISES CK#5024	N	08/10/1995	SL Y	10.00		1,181.00	.00	.00	1,181.00	.00
7304082	TENANT PARKING SWEEPER	N	10/05/1995	SL Y	10.00		1,869.00	.00	.00	1,869.00	.00
7304085	GOPHER TRENCHER GHC	N	11/24/1995	SL Y	10.00		5,500.00	.00	.00	5,500.00	.00
7304086	UPS GHC POWER SOURCE	N	11/24/1995	SL Y	10.00		19,500.00	.00	.00	19,500.00	.00
7304087	WASSEWEMAN CASH REGISTER	N	09/14/1995	SL Y	10.00		1,590.00	.00	.00	1,590.00	.00
7304088	ACTION GLASS & MIRROR	N	02/15/1996	SL Y	10.00		360.00	.00	.00	360.00	.00
7304089	MUTUEL LINE STOOLS (12)	N	03/09/1996	SL Y	10.00		1,129.00	.00	.00	1,129.00	.00
7304090	TELEVIEW SATELLITE DISH	N	03/21/1996	SL Y	10.00		9,030.00	.00	.00	9,030.00	.00
7304091	SHARP 27GS560 TV'S (42)	N	03/21/1996	SL Y	10.00		14,647.00	.00	.00	14,647.00	.00
7304092	ZENITH PV6069 TV'S (2)	N	03/21/1996	SL Y	10.00		4,238.00	.00	.00	4,238.00	.00
7304093	SHARP 13GM50 TV'S (20)	N	03/21/1996	SL Y	10.00		2,714.00	.00	.00	2,714.00	.00
7304094	RCA E09301 TV'S (20)	N	03/21/1996	SL Y	10.00		3,583.00	.00	.00	3,583.00	.00
7304095	SHARP 20GM60 TV'S (24)	N	03/21/1996	SL Y	10.00		5,063.00	.00	.00	5,063.00	.00
7304096	SHARP 20GM100 TV'S (8)	N	03/21/1996	SL Y	10.00		1,942.00	.00	.00	1,942.00	.00
7304097	SHARP 20GS100 TV'S (4)	N	03/21/1996	SL Y	10.00		971.00	.00	.00	971.00	.00
7304098	RCA P46731 TV'S (8)	N	03/21/1996	SL Y	10.00		11,024.00	.00	.00	11,024.00	.00
7304099	RCA F35673 TV'S (20)	N	03/21/1996	SL Y	10.00		20,140.00	.00	.00	20,140.00	.00
7304100	MISC. ELECTRONICS/APPLIANCES	N	04/03/1996	SL Y	10.00		3,204.00	.00	.00	3,204.00	.00
7304101	REX TV'S	N	10/23/1996	SL Y	10.00		723.00	.00	.00	723.00	.00
7304102	REX TV'S	N	11/22/1996	SL Y	10.00		701.00	.00	.00	701.00	.00
7304103	REYS TV EQUIPMENT (RV.#8774)	N	01/01/1997	SL Y	10.00		351.44	.00	.00	351.44	.00

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FLORIDA GAMING CORPORATION
3500 N.W. 37 AVENUE
MIAMI, FLORIDA 33142

LOCATION 7 - FT. PIERCE JAI-ALAI

CL ITEM	DESCRIPTION	NEW USED	ACQY DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	DEPRECIATION	PRIOR DEPRECIATION	CURRENT DEPRECIATION
7304104	SATELLITE EQUIPMENT CK#1407	N	01/11/1997	SL Y	10.00		2,346.36	.00	2,346.36	.00	.00
7304105	TV-REX 203 NBCK#10086	N	02/12/1997	SL Y	10.00		679.47	.00	679.47	.00	.00
7304106	1.5 HP BUFFER-ECONOMY CHEMICAL	N	12/15/2000	SL Y	10.00		1,139.55	.00	1,139.55	.00	.00
7304107	2 MOTOROLA SP-50 RADIOS	N	12/07/2000	SL Y	10.00		905.25	.00	905.25	.00	.00
7304108	DAVE'S COMMUNICATIONS	N	01/12/2001	SL Y	10.00		905.25	.00	905.25	.00	.00
7304109	2 MOTOROLA SP-50 RADIOS	N									
7304110	DAVE'S COMMUNICATION	N	09/19/2002	SL Y	10.00		3,370.50	.00	3,252.53	117.97	117.97
7304111	PUB TELEVISION SETS-REX TV'S	N	08/02/2002	SL Y	10.00		18,806.30	.00	18,148.08	658.22	658.22
7304112	SIMULCAST DINING TABLES/CHAIRS	N									
7304113	TV CARRELS-TRIFECTA GAMING	N	01/04/2003	SL Y	10.00		7,539.90	.00	6,748.21	527.79	527.79
7304114	4 TV SETS/LOBBY-JETSON&REX TV	N	06/04/2003	SL Y	10.00		1,231.14	.00	1,138.81	61.55	61.55
7304115	2-TV-REX TV-ST LUCIE REST. SUP	N	07/18/2003	SL Y	10.00		495.50	.00	458.34	24.77	24.77
7304116	36" ZENITH TV-ST LUCIE REST.	N	08/15/2003	SL Y	10.00		1,419.26	.00	1,312.81	70.97	70.97
7304117	2-TV SETS	N	12/17/2003	SL Y	10.00		2,774.08	.00	2,586.36	125.15	125.15
7304118	JETSON TV	N	12/12/2003	SL Y	10.00		1,325.93	.00	1,236.21	59.81	59.81
7304119	TIME CLOCK-SIMPLEX TIME RECORD	N	03/10/2004	SL Y	10.00		1,567.00	.00	1,371.12	78.35	78.35
7304120	GOODMAN AIR HANDLER-MONEY RM	N	03/02/2005	SL Y	10.00		3,093.75	.00	2,010.94	309.37	309.37
7304121	JETSON'S TV	N	01/04/2005	SL Y	10.00		1,063.98	.00	695.50	106.99	106.99
7304122	GENERATOR & GAS TANK	N	01/01/2005	SL Y	10.00		21,534.70	.00	13,997.56	2,153.47	2,153.47
7304123	2 SATELLITE DISHES-TELEVIEW	N	04/04/2005	SL Y	10.00		43,480.65	.00	28,262.42	4,348.07	4,348.07
7304124	OUTDOOR LED MATRIX DISPLAY-	N									
7304125	DAKTRONICS/LANKO SIGNS&GRAPHIC	N	07/02/1999	SL Y	10.00		18,153.00	.00	18,153.00	.00	.00
7304126	SECURITY EQUIPMENT	N									
7304127	LEASE CORP OF AMERICA	N	01/10/2006	SL Y	10.00		18,667.67	.00	10,267.23	1,896.76	1,896.76
7304128	Lighting/Signs-Ferrin Signs	U	04/26/2008	SL Y	10.00		51,119.60	.00	17,891.86	5,111.96	5,111.96
7304129	Lighting/Signs-Ferrin Signs	N	06/27/2008	SL Y	10.00		531.44	.00	185.00	53.14	53.14
7304130	Credit Card Machine-SunTrust	N	06/01/2008	SL Y	10.00		6,382.38	.00	2,253.84	638.24	638.24
7304131	10 Modulators-Teleview	N	02/15/2010	SL Y	10.00		4,790.00	.00	718.50	479.00	479.00
7304132	Sign-Transformer-Kasper Elect.	N									
TOTAL MACHINERY AND EQUIPMENT (1530)							554,783.10		478,099.64	16,791.58	16,791.58
40	CONC./SNACK/BAR EQUIP. (1540)	U	02/01/1994	SL Y	10.00		287.00	.00	287.00	.00	.00
7405001	4' 3-COMPARTMENT S/S SINK	U	02/01/1994	SL Y	10.00		287.00	.00	287.00	.00	.00
7405002	4' 3-COMPARTMENT S/S SINK	U	02/01/1994	SL Y	10.00		789.00	.00	789.00	.00	.00
7405003	10'X2 1/2'X2' S/S EXHAUST HOOD	U	02/01/1994	SL Y	10.00		1,792.00	.00	1,792.00	.00	.00
7405004	45' SERVICE COUNTER	U	02/01/1994	SL Y	10.00			.00			

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FLORIDA GAMING CORPORATION
3500 N.W. 37 AVENUE
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FINAL
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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
	7405005	8' WORK COUNTER	U	02/01/1994	SL Y	10.00		430.00	.00	430.00	.00
	7405006	10' WORK COUNTER	U	02/01/1994	SL Y	10.00		538.00	.00	538.00	.00
	7405007	15' WORK COUNTER	U	02/01/1994	SL Y	10.00		789.00	.00	789.00	.00
	7405008	MOD GLTI-32 NUT UPRIGHT COOLER	U	02/01/1994	SL Y	10.00		806.00	.00	806.00	.00
	7405009	MOD GLTI-32 NUT UPRIGHT COOLER	U	02/01/1994	SL Y	10.00		806.00	.00	806.00	.00
	7405010	LAZY-MAN GAS GRIDDLE	U	02/01/1994	SL Y	10.00		90.00	.00	90.00	.00
	7405011	MODEL 154 ELECTRIC GRIDDLE	U	02/01/1994	SL Y	10.00		143.00	.00	143.00	.00
	7405012	MODEL 154 ELECTRIC GRIDDLE	U	02/01/1994	SL Y	10.00		143.00	.00	143.00	.00
	7405013	MODEL 154 ELECTRIC GRIDDLE	U	02/01/1994	SL Y	10.00		143.00	.00	143.00	.00
	7405014	TOASTMASTER ELECTRIC FRYER	U	02/01/1994	SL Y	10.00		233.00	.00	233.00	.00
	7405015	DELFIELD REFRIG.SANDWICH UNIT	U	02/01/1994	SL Y	10.00		842.00	.00	842.00	.00
	7405016	TANK MOUNTED PORT AIR COMPRESSOR	U	02/01/1994	SL Y	10.00		115.00	.00	115.00	.00
	7405017	TANK MOUNTED AIR COMPRESSOR	U	02/01/1994	SL Y	10.00		118.00	.00	118.00	.00
	7405018	10'X30'X24' SIS FUME HOOD	U	02/01/1994	SL Y	10.00		645.00	.00	645.00	.00
	7405019	10'X30'X24' SIS FUME HOOD	U	02/01/1994	SL Y	10.00		645.00	.00	645.00	.00
	7405020	10'X30'X24' SIS FUME HOOD	U	02/01/1994	SL Y	10.00		645.00	.00	645.00	.00
	7405021	16' SNACK COUNTER	U	02/01/1994	SL Y	10.00		2,652.00	.00	2,652.00	.00
	7405022	10' SNACK COUNTERS	U	02/01/1994	SL Y	10.00		1,649.00	.00	1,649.00	.00
	7405023	CHAIRS	U	02/01/1994	SL Y	10.00		1,290.00	.00	1,290.00	.00
	7405024	TABLES	U	02/01/1994	SL Y	10.00		287.00	.00	287.00	.00
	7405025	54' SERVICE COUNTERS	U	02/01/1994	SL Y	10.00		2,186.00	.00	2,186.00	.00
	7405026	54' SERVICE COUNTER	U	02/01/1994	SL Y	10.00		2,186.00	.00	2,186.00	.00
	7405027	16' WORK COUNTER	U	02/01/1994	SL Y	10.00		860.00	.00	860.00	.00
	7405028	16' WORK COUNTER	U	02/01/1994	SL Y	10.00		860.00	.00	860.00	.00
	7405029	8' WORK COUNTERS	U	02/01/1994	SL Y	10.00		430.00	.00	430.00	.00
	7405030	8' WORK COUNTERS	U	02/01/1994	SL Y	10.00		430.00	.00	430.00	.00
	7405031	6' WORK COUNTERS	U	02/01/1994	SL Y	10.00		323.00	.00	323.00	.00
	7405032	6' WORK COUNTERS	U	02/01/1994	SL Y	10.00		323.00	.00	323.00	.00
	7405033	6' WORK COUNTERS	U	02/01/1994	SL Y	10.00		323.00	.00	323.00	.00
	7405034	MODEL 355 BUN WARMER	U	02/01/1994	SL Y	10.00		54.00	.00	54.00	.00
	7405035	MODEL NSF-18-53C S/S SINK	U	02/01/1994	SL Y	10.00		179.00	.00	179.00	.00
	7405036	MODEL NSF-18-53C S/S SINK	U	02/01/1994	SL Y	10.00		179.00	.00	179.00	.00
	7405037	MODEL NSF-18-53C S/S SINK	U	02/01/1994	SL Y	10.00		179.00	.00	179.00	.00
	7405038	MODEL NSF-18-53C S/S SINK	U	02/01/1994	SL Y	10.00		179.00	.00	179.00	.00
	7405039	MODEL NSF-18-53 S/S SINK	U	02/01/1994	SL Y	10.00		179.00	.00	179.00	.00
	7405040	MODEL NSF-18-53C S/S SINK	U	02/01/1994	SL Y	10.00		179.00	.00	179.00	.00
	7405041	28' WOOD SERVING COUNTER	U	02/01/1994	SL Y	10.00		1,129.00	.00	1,129.00	.00

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CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MONDAY	COST OR OTHER BASIS	DEPR %	PRIOR DEPRECIATION	CURRENT DEPRECIATION
7405042	8' WOOD CABINET BASE COUNTER	U	02/01/1994	SL Y	10.00		430.00	.00	430.00	.00
7405043	4' WOOD CABINET BASE COUNTER	U	02/01/1994	SL Y	10.00		215.00	.00	215.00	.00
7405044	4' WOOD CABINET BASE COUNTER	U	02/01/1994	SL Y	10.00		215.00	.00	215.00	.00
7405045	4' WOOD CABINET BASE COUNTER	U	02/01/1994	SL Y	10.00		215.00	.00	215.00	.00
7405046	6X2' 3-COMPARTMENT SIS SINK	U	02/01/1994	SL Y	10.00		627.00	.00	627.00	.00
7405047	6'X2' 1/2'X3' COOLER	U	02/01/1994	SL Y	10.00		842.00	.00	842.00	.00
7405048	6'X2' 1/2'X3' MDL DD58 COOLER	U	02/01/1994	SL Y	10.00		842.00	.00	842.00	.00
7405049	28' WOOD SERVING COUNTER	U	02/01/1994	SL Y	10.00		1,129.00	.00	1,129.00	.00
7405050	14' WOOD WORKING COUNTER	U	02/01/1994	SL Y	10.00		789.00	.00	789.00	.00
7405051	8' WOOD WORKING COUNTER	U	02/01/1994	SL Y	10.00		430.00	.00	430.00	.00
7405052	10X2' 1/2X2' SIS FUME EXH. HOOD	U	02/01/1994	SL Y	10.00		789.00	.00	789.00	.00
7405053	6'X2' 3-COMPARTMENT SIS SINK	U	02/01/1994	SL Y	10.00		627.00	.00	627.00	.00
7405054	MODEL 381D FOOD WARMER	U	02/01/1994	SL Y	10.00		179.00	.00	179.00	.00
7405055	2-COMPARTMENT ROLL & FOOD WARM	U	02/01/1994	SL Y	10.00		161.00	.00	161.00	.00
7405056	35' WOOD SERVING COUNTER	U	02/01/1994	SL Y	10.00		1,290.00	.00	1,290.00	.00
7405057	35' WOOD WORKING COUNTER	U	02/01/1994	SL Y	10.00		1,613.00	.00	1,613.00	.00
7405058	6'X2' 3-COMPARTMENT SIS SINK	U	02/01/1994	SL Y	10.00		627.00	.00	627.00	.00
7405059	TOASTMASTER MODEL 7B1 GRILL	U	02/01/1994	SL Y	10.00		179.00	.00	179.00	.00
7405060	6'X2' 1/2'X3' BEER COOLER	U	02/01/1994	SL Y	10.00		842.00	.00	842.00	.00
7405061	1 CHAR BROILER	U	02/01/1994	SL Y	10.00		81.00	.00	81.00	.00
7405062	1 WALK-OM COOLER & FREEZER	U	02/01/1994	SL Y	10.00		3,871.00	.00	3,871.00	.00
7405063	12 FIBERGLASS TABLES	U	02/01/1994	SL Y	10.00		208.00	.00	208.00	.00
7405064	1 CUSTOM FIXTURE	U	02/01/1994	SL Y	10.00		1,118.00	.00	1,118.00	.00
7405065	2-BACK BAR CABINETS	U	02/01/1994	SL Y	10.00		322.00	.00	322.00	.00
7405066	2'X6' PLY SIGN-CONC. AR	U	02/01/1994	SL Y	10.00		346.00	.00	346.00	.00
7405067	125 MOCHA BROWN STACK CHAIRS	U	02/01/1994	SL Y	10.00		1,647.00	.00	1,647.00	.00
7405068	3 ROLL-A-GRILLS	U	02/01/1994	SL Y	10.00		1,832.00	.00	1,832.00	.00
7405069	MICROWAVE OVEN	U	02/01/1994	SL Y	10.00		321.00	.00	321.00	.00
7405070	SLICER	U	02/01/1994	SL Y	10.00		641.00	.00	641.00	.00
7405071	TAYLOR FREEZER #8756	U	02/01/1994	SL Y	10.00		9,936.00	.00	9,936.00	.00
7405072	CONCESSION HOOD	U	02/01/1994	SL Y	10.00		3,068.00	.00	3,068.00	.00
7405073	60' CAMP BAR SINK/FAUCET	U	02/01/1994	SL Y	10.00		587.00	.00	587.00	.00
7405074	4 2D752 KEG COOLERS	U	02/01/1994	SL Y	10.00		3,605.00	.00	3,605.00	.00
7405075	2-BURNER GAS STOVE	U	02/01/1994	SL Y	10.00		111.00	.00	111.00	.00
7405076	3 BUN WARMERS	U	02/01/1994	SL Y	10.00		299.00	.00	299.00	.00
7405077	3 HOT DOG WARMERS	U	02/01/1994	SL Y	10.00		686.00	.00	686.00	.00
7405078	TEC FX-160 CASH REGISTER	U	02/01/1994	SL Y	10.00		945.00	.00	945.00	.00

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DEPRECIATION SCHEDULES
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7405079	10-MA216 CASH REGISTER	U	02/01/1994	SL Y	10.00		4,403.00	.00	4,403.00	.00	.00
7405080	CONCESSION SIGNS	U	02/01/1994	SL Y	10.00		319.00	.00	319.00	.00	.00
7405081	R-22 REFRIGERATION SYSTEM	U	02/01/1994	SL Y	10.00		896.00	.00	896.00	.00	.00
7405082	POPCORN MACHINE - MODEL 208	U	02/01/1994	SL Y	10.00		429.00	.00	429.00	.00	.00
7405083	JJ SNACK FOODS PIZZA OVEN	N	01/18/1995	SL Y	10.00		596.00	.00	596.00	.00	.00
7405084	SUPERIOR HOT DOG GRILL	N	03/18/1995	SL Y	10.00		800.00	.00	800.00	.00	.00
7405085	BEER BOX - SUPERIOR PRODUCTS	N	04/24/1997	SL Y	10.00		1,884.55	.00	1,884.55	.00	.00
7405086	CONCESSION CABINETS	N	06/01/1997	SL Y	10.00		1,568.60	.00	1,568.60	.00	.00
7405087	PUB CABINETS-INTEGRITY CABINET	N	09/09/2002	SL Y	10.00		4,203.92	.00	4,055.78	147.14	.00
7405088	SHELVING-HOT DOG SHIELD	N	07/18/2003	SL Y	10.00		250.00	.00	231.25	12.50	.00
7405089	Walk-in Cooler-Ted's Refrigera	N	06/26/2007	SL Y	10.00		10,000.00	.00	4,500.00	1,000.00	.00
7405090	Cdirt Bottle Cooler/Keg Cooler	N	04/28/2008	SL Y	10.00		7,090.26	.00	2,481.60	709.02	.00
7405091	Complete Rest.Equip.& Supp.	N	04/28/2008	SL Y	10.00		23,749.59	.00	8,312.33	2,374.95	.00
7405092	100 Stacking Chairs	N	04/28/2008	SL Y	10.00		2,526.16	.00	884.16	252.62	.00
7405093	Complete Rest.Equip.& Supp.	N	04/28/2008	SL Y	10.00		2,102.01	.00	736.70	210.20	.00
7405094	12 Bar Stools	N	06/03/2008	SL Y	10.00		2,266.47	.00	793.98	226.84	.00
7405095	Crowd Control Equip.	N	09/09/2008	SL Y	10.00		1,100.00	.00	385.00	110.00	.00
7405096	Ice Maker-Complete Rest.	N	01/28/2009	SL Y	10.00		1,207.97	.00	302.00	120.80	.00
	Keg Cooler-Agustin Vidal										
	Hot Dog Machine-Gold Metal Pro										
TOTAL CONC./SNACKBAR EQUIP. (1540)									133,213.44	101,397.95	5,164.07
50	RESTAURANT EQUIPMENT (1550)										
7506001	28 TABLE TOPS 38X48	U	02/01/1994	SL Y	10.00		1,002.00	.00	1,002.00	.00	.00
7506002	15 TABLE TOPS	U	02/01/1994	SL Y	10.00		268.00	.00	268.00	.00	.00
7506003	1 DOUBLE BAY SINK 21X24	U	02/01/1994	SL Y	10.00		318.00	.00	318.00	.00	.00
7506004	1 6' S/S TABLE	U	02/01/1994	SL Y	10.00		152.00	.00	152.00	.00	.00
7506005	1 6' S/S TABLE	U	02/01/1994	SL Y	10.00		152.00	.00	152.00	.00	.00
7506006	3' TABLE	U	02/01/1994	SL Y	10.00		150.00	.00	150.00	.00	.00
7506007	3' S/S TABLE	U	02/01/1994	SL Y	10.00		150.00	.00	150.00	.00	.00
7506008	AKT-48 REACH-IN REFRIGERATOR	U	02/01/1994	SL Y	10.00		944.00	.00	944.00	.00	.00
7506009	MT27 REACH-IN REFRIGERATOR	U	02/01/1994	SL Y	10.00		851.00	.00	851.00	.00	.00
7506010	MT27 REACH-IN REFRIGERATOR	U	02/01/1994	SL Y	10.00		851.00	.00	851.00	.00	.00
7506011	WALK-IN FREEZER/COOLER	U	02/01/1994	SL Y	10.00		5,037.00	.00	5,037.00	.00	.00
7506012	DOUBLE BAY SINK	U	02/01/1994	SL Y	10.00		318.00	.00	318.00	.00	.00
7506013	3-COMPARTMENT S/S SINK	U	02/01/1994	SL Y	10.00		203.00	.00	203.00	.00	.00

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DEPRECIATION SCHEDULES
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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
7 - FT. PIERCE JAI-ALAI	7506014	WATER SYSTEM	U	02/01/1994	SL Y	10.00		157.00	.00	157.00	.00
	7506015	DISHWASHER	U	02/01/1994	SL Y	10.00		1,903.00	.00	1,903.00	.00
	7506016	FRYER	U	02/01/1994	SL Y	10.00		562.00	.00	562.00	.00
	7506017	OVEN	U	02/01/1994	SL Y	10.00		1,015.00	.00	1,015.00	.00
	7506018	135 CHROME BASS CHAIRS	U	02/01/1994	SL Y	10.00		4,767.00	.00	4,767.00	.00
	7506019	SINGLE COMPARTMENT SINK	U	02/01/1994	SL Y	10.00		130.00	.00	130.00	.00
	7506020	MAITRE D' STATION	U	02/01/1994	SL Y	10.00		216.00	.00	216.00	.00
	7506021	2 24X30 1/2 TABLE TOP	U	02/01/1994	SL Y	10.00		36.00	.00	36.00	.00
	7506022	28 #2325 CHROME TABLE BASES	U	02/01/1994	SL Y	10.00		422.00	.00	422.00	.00
	7506023	15 #2315 CHROME TABLE BASES	U	02/01/1994	SL Y	10.00		192.00	.00	192.00	.00
	7506024	HOT FOOD TABLE	U	02/01/1994	SL Y	10.00		517.00	.00	517.00	.00
	7506025	REFRIGERATOR	U	02/01/1994	SL Y	10.00		508.00	.00	508.00	.00
	7506026	25# DRY CHEMICAL KIDDIE SYSTEM	U	02/01/1994	SL Y	10.00		689.00	.00	689.00	.00
	7506027	MICROWAVE OVEN	U	02/01/1994	SL Y	10.00		321.00	.00	321.00	.00
	7506028	45 TABLES W/BASES 35X18X2	U	02/01/1994	SL Y	10.00		2,133.00	.00	2,133.00	.00
	7506029	125 BLACK PLASTIC CHAIRS	U	02/01/1994	SL Y	10.00		1,546.00	.00	1,546.00	.00
	7506030	REST. STP LITES & CHR CAST	U	02/01/1994	SL Y	10.00		464.00	.00	464.00	.00
	7506031	G280 FRYMATE FRYER	U	02/01/1994	SL Y	10.00		841.00	.00	841.00	.00
	7506032	JR 77 DOUBLE BROILER	U	02/01/1994	SL Y	10.00		4,090.00	.00	4,090.00	.00
	7506033	43-40R 6-BURNER STOVE	U	02/01/1994	SL Y	10.00		1,208.00	.00	1,208.00	.00
	7506034	46-40R EQUA-THERM SECTIONS	U	02/01/1994	SL Y	10.00		1,269.00	.00	1,269.00	.00
	7506035	(1) 5-HOLE STEAM TABLE	U	02/01/1994	SL Y	10.00		601.00	.00	601.00	.00
	7506036	TEC M-2400-CASH REGISTER	U	02/01/1994	SL Y	10.00		1,490.00	.00	1,490.00	.00
	7506037	BACK SPLASH & INSTALLATION	U	02/01/1994	SL Y	10.00		643.00	.00	643.00	.00
	7506038	INST. OF TANK & GAS LINES	U	02/01/1994	SL Y	10.00		497.00	.00	497.00	.00
	7506039	FURNITURE-COURTSIDE RESTAURANT	U	02/01/1994	SL Y	10.00		860.00	.00	860.00	.00
	7506040	COMM REST SUPPLIES	N	05/17/1994	SL Y	10.00		7,849.00	.00	7,849.00	.00
	7506041	SCOTCHEL & MCGRANE 120 CH	N	01/05/1995	SL Y	10.00		8,507.00	.00	8,507.00	.00
	7506042	RUSS SWART.41 TABLES	N	01/16/1995	SL Y	10.00		1,251.00	.00	1,251.00	.00
	7506043	EDWARD DON COMM REST SUPP	N	01/19/1995	SL Y	10.00		2,310.00	.00	2,310.00	.00
	7506044	ACTION GLASS 24 TABLE TOPS	N	02/01/1995	SL Y	10.00		700.00	.00	700.00	.00
	7506045	EDWARD DON COMM REST SUPP	N	03/08/1995	SL Y	10.00		9,009.00	.00	9,009.00	.00
	7506046	EDWARD DON COMM REST SUPP	N	04/06/1995	SL Y	10.00		838.00	.00	838.00	.00
	7506047	ACTION GLASS 12 TABLE TOPS	N	11/13/1995	SL Y	10.00		375.00	.00	375.00	.00
	7506048	FREEZERS (2-SEARS)	N	03/21/1996	SL Y	10.00		530.00	.00	530.00	.00
	7506049	POTS, PANS, ETC. - ED DON	N	03/14/1996	SL Y	10.00		1,266.00	.00	1,266.00	.00
	7506050	CHAIRS & STOOLS-SUPERIOR PROD.	N	12/14/1999	SL Y	10.00		1,176.83	.00	1,176.83	.00

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FLORIDA GAMING CORPORATION
3500 N.W. 37 AVENUE
MIAMI, FLORIDA 33142

FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
	7506051	DCS-24-CRB BROILER	N	12/18/2001	SL Y	10.00		570.50	.00	570.50	.00
	7506052	KITCHEN HOOD FIRE SYSTEM	N	01/07/2002	SL Y	10.00		1,121.10	.00	1,081.85	39.24
		TOTAL RESTAURANT EQUIPMENT (1550)						72,976.43		72,937.19	39.24
60		OFFICE EQUIPMENT (1560)									
7607002		SOFA	U	02/01/1994	SL Y	10.00		171.00	.00	171.00	.00
7607003		BUTCHER BLOCK	U	02/01/1994	SL Y	10.00		220.00	.00	220.00	.00
7607004		8 CHAIRS	U	02/01/1994	SL Y	10.00		159.00	.00	159.00	.00
7607005		1-HON FILE #E4-214CP-A	U	02/01/1994	SL Y	10.00		95.00	.00	95.00	.00
7607006		1-HON FILE HE4-314CP-A	U	02/01/1994	SL Y	10.00		118.00	.00	118.00	.00
7607007		1 DESK E4-32474WP	U	02/01/1994	SL Y	10.00		138.00	.00	138.00	.00
7607008		1 CHAIR E4-533-78/926	U	02/01/1994	SL Y	10.00		152.00	.00	152.00	.00
7607009		8 CHAIRS	U	02/01/1994	SL Y	10.00		159.00	.00	159.00	.00
7607010		2 #240 STENO CHAIRS	U	02/01/1994	SL Y	10.00		107.00	.00	107.00	.00
7607011		2 #4228 STOOLS	U	02/01/1994	SL Y	10.00		82.00	.00	82.00	.00
7607012		3 ARMCHAIRS WIEND TABLE	U	02/01/1994	SL Y	10.00		412.00	.00	412.00	.00
7607013		CHAIR (MUTUELS DEPT.)	U	02/01/1994	SL Y	10.00		57.00	.00	57.00	.00
7607014		CHAIR	U	02/01/1994	SL Y	10.00		180.00	.00	180.00	.00
7607015		3 ARMCHAIRS WALNUT	U	02/01/1994	SL Y	10.00		194.00	.00	194.00	.00
7607016		OAK JUDGES CHAIR & EXEC CHAIR	U	02/01/1994	SL Y	10.00		260.00	.00	260.00	.00
7607017		CONFERENCE TABLE	U	02/01/1994	SL Y	10.00		375.00	.00	375.00	.00
7607018		8 CONFERENCE CHAIRS	U	02/01/1994	SL Y	10.00		735.00	.00	735.00	.00
7607026		CHAIR	U	02/01/1994	SL Y	10.00		119.00	.00	119.00	.00
7607030		GOULD SIGNS	N	03/21/1994	SL Y	20.00		2,700.00	.00	2,416.14	113.54
7607031		PLANTERS PLANT KEEPER VER	N	04/30/1994	SL Y	10.00		750.00	.00	750.00	.00
7607033		SURFSIDE GLASS CO, INC.	N	04/11/1994	SL Y	10.00		1,150.00	.00	1,150.00	.00
7607034		PILGRIM MAT SERVICES	N	04/28/1994	SL Y	10.00		427.00	.00	427.00	.00
7607035		SEAT ANCHORS	N	04/30/1994	SL Y	10.00		533.00	.00	533.00	.00
7607037		GOULD SIGNS	N	05/03/1994	SL Y	20.00		4,912.00	.00	4,395.44	206.62
7607038		ROBERT STEIN, INC.	N	05/11/1994	SL Y	10.00		17,870.00	.00	17,870.00	.00
7607039		THE PLANT KEEPER OF VERO	N	06/08/1994	SL Y	10.00		1,001.00	.00	1,001.00	.00
7607040		PLANT HAVEN WHOLESALE	N	06/27/1994	SL Y	10.00		4,008.00	.00	4,008.00	.00
7607041		CLAYTON HENDRICKSON	N	06/21/1994	SL Y	10.00		1,000.00	.00	1,000.00	.00
7607042		SURFSIDE GLASS CO, INC.	N	07/05/1994	SL Y	10.00		1,150.00	.00	1,150.00	.00
7607043		GR GATSBY'S AUCTION - LAMPS	N	12/09/1994	SL Y	10.00		1,485.00	.00	1,485.00	.00
7607044		JANET CLARK CASEA TREE	N	02/11/1995	SL Y	10.00		318.00	.00	318.00	.00

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FLORIDA GAMING CORPORATION
3500 N.W. 37 AVENUE
MIAMI, FLORIDA 33142

LOCATION 7 - FT. PIERCE JAI-ALAI

DEPRECIATION SCHEDULES
SCHEDULE 03 - ACE DEPRECIATION
FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MC/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
7607045	SAMS CLUB STACK CHAIRS	N	04/03/1995	SL Y	10.00		1,458.00	.00	1,458.00	.00
7607046	SAMS CLUB CHAIRS SUPPLIES	N	05/19/1995	SL Y	10.00		445.00	.00	445.00	.00
7607047	SAMS CLUBS CHAIRS SUPPLIES	N	04/19/1995	SL Y	10.00		1,117.00	.00	1,117.00	.00
7607048	SAMS CLUB OFFICE FURNITURE	N	03/02/1995	SL Y	10.00		89.00	.00	89.00	.00
7607049	BEST OFFICE SUPPLIES FURNITURE	N	09/11/1995	SL Y	10.00		1,198.00	.00	1,198.00	.00
7607052	FILE CABINET - 2 FIREKING	N	07/10/1996	SL Y	10.00		2,370.52	.00	2,370.52	.00
7607053	DESK/CHAIR-STAPLES,DISC. FURN.	N	01/13/1999	SL Y	10.00		904.27	.00	904.27	.00
7607054	COMPUTER EQUIP-JMP-CK#1202	N	04/29/2000	SL Y	6.00		1,663.14	.00	1,663.14	.00
7607055	COMPUTER (OFFICE)	N	01/09/2001	SL Y	6.00		1,100.60	.00	1,100.60	.00
7607056	COMPUTER	N	04/17/2002	SL Y	6.00		1,000.00	.00	1,000.00	.00
7607057	COMPUTER - OFFICE	N	10/31/2002	SL Y	6.00		1,523.59	.00	1,523.59	.00
7607058	2 INTELLIFAX MACHINES-AM EXP	N	04/15/2004	SL Y	6.00		666.15	.00	666.15	.00
7607059	Toshiba Phone System Oceanside Communications	N	05/22/2008	SL Y	10.00		7,212.75	.00	2,524.46	721.28
7607060	2 Softbyte Computers	N	09/12/2008	SL Y	6.00		3,107.40	.00	1,812.65	517.90
TOTAL OFFICE EQUIPMENT (1560)								64,913.42	58,129.96	1,569.34

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FLORIDA GAMING CORPORATION
3500 N.W. 37 AVENUE
MIAMI, FLORIDA 33142

Skadden Arps
Vidhi Shah
Mar 10, 2014 12:05
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DEPRECIATION SCHEDULES
SCHEDULE 03 - ACE DEPRECIATION
FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
7 - FT. PIERCE JAI-ALAI	80	CARDROOM EQUIPMENT (1580)									
	7809001	CARDROOM EQUIPMENT - TABLA	N	12/31/1996	SL Y	10.00		3,146.00	.00	3,146.00	.00
	7809002	CARDROOM EQUIPMENT	N	01/01/1997	SL Y	10.00		3,522.51	.00	3,522.51	.00
	7809003	2 6 Tier Lockers-Granger	N	01/17/2008	SL Y	10.00		1,503.53	.00	526.23	150.35
	7809004	Brother Printer-Staples	N	02/15/2008	SL Y	10.00		756.12	.00	264.64	75.61
	7809005	HP Compact Desktop	N	02/25/2008	SL Y	6.00		829.22	.00	483.71	138.20
	7809006	Lenovo Laptop Computer	N	03/13/2008	SL Y	6.00		1,493.99	.00	671.58	249.00
	7809007	Chairs/Desks	N	03/24/2008	SL Y	10.00		5,141.05	.00	1,799.37	514.10
	7809008	Discount Office Furniture	N	04/11/2008	SL Y	10.00		19,910.39	.00	6,958.61	1,991.03
	7809009	28 Refurbished Poker Tables	N	04/11/2008	SL Y	10.00		12,367.62	.00	4,326.66	1,236.76
	7809010	Quality Gaming	N	04/14/2008	SL Y	10.00		1,598.00	.00	559.30	159.80
	7809011	HD-150 Protex Burglary Safe	N	04/15/2008	SL Y	6.00		50,634.54	.00	29,586.82	8,439.09
	7809012	Ameranth Poker Rm Manager	N	04/17/2008	SL Y	10.00		1,850.00	.00	647.50	185.00
	7809013	Queue OS Gaming	N	04/23/2008	SL Y	10.00		618.43	.00	216.44	61.84
	7809014	Disc.Office Furniture	N	04/25/2008	SL Y	6.00		617.66	.00	360.30	102.94
	7809015	Staples	N	04/25/2008	SL Y	10.00		457.64	.00	160.17	45.76
	7809016	Cummings Money Counter	N	04/28/2008	SL Y	10.00		3,165.14	.00	1,107.79	316.52
	7809017	12 Storage Cabinets	N	04/28/2008	SL Y	10.00		1,632.86	.00	641.51	183.28
	7809018	12 Receptacles-Cokes	N	05/22/2008	SL Y	10.00		3,304.49	.00	1,196.54	330.44
	7809019	Misc.Furn.& Equip.-Cokes	N	07/20/2008	SL Y	10.00		4,787.77	.00	1,675.73	478.78
	7809020	Furniture-True Treasures	N	07/29/2008	SL Y	10.00		4,452.00	.00	1,558.20	445.20
	7809021	2 "Crystal Card Room" Signs	N	08/08/2008	SL Y	10.00		2,569.86	.00	866.16	252.56
	7809022	DISCOUNT FURNITURE	N	08/25/2008	SL Y	10.00		3,689.70	.00	1,291.40	368.97
		Discount Furniture	N								
		TOTAL CARDROOM EQUIPMENT (1580)						128,248.34		61,709.06	15,725.23

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Vidhi Shah
Skadden Arps
Mar 10, 2014 12:05



MIAMI-DADE COUNTY, FLORIDA
 OFFICE OF THE PROPERTY APPRAISER
 P.O. BOX 35-9040
 MIAMI, FLORIDA 33135-9040
 PHONE: (786) 331-5376



CONFIDENTIAL

Return to property appraiser by April 1 to avoid penalty
 Miami-Dade County Tax year 2013
 Business name (DBA-Doing Business As) and mailing address:

PROPERTY ADDRESS: 3500 NW 37 AVE
 FOLIO: 14 438750 STORE #: 0000000000 - 0002420000
 AAA: 013476

MIAMI-DADE COUNTY
 OFFICE OF THE PROPERTY APPRAISER
 P. O. BOX 45-4100
 MIAMI, FL 33245-4100

MIAMI JAI ALAI
 FLORIDA GAMING CENTERS INC
 3500 NW 37 AVE
 MIAMI FL 33142-4923

Federal Employer Identification Number 65 - 0705893

NAICS: 711219 NAICS

If name and address is incorrect, please make needed corrections.

1. Owner or person in charge <u>W. B. Collett, Jr.</u> Phone <u>305-633-6400</u>	6. Type or nature of your business <u>Pari Mutuel Wagering/Casino</u>
Business/corporate name <u>Florida Gaming Centers, Inc. dba Miami Jai-Alai</u>	Trade levels (check all that apply) <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Wholesale
2. Physical location (no PO Boxes) <u>3500 N.W. 37 Avenue, Miami, FL 33142</u>	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Professional <input type="checkbox"/> Service <input type="checkbox"/> Agricultural
3. Do you file a TPP tax return under any other name? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Leasing/rental <input type="checkbox"/> Other, specify:
Name on most recent return or tax bill <u>Florida Gaming Centers, Inc.</u>	7. Did you file a TPP return in this county last year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. Date you began business in this county <u>11/97</u>	Name and Florida location <u>Florida Gaming Centers, Inc. dba Miami Jai-Alai Miami-Dade County</u>
5. Fiscal year end date If before 12/31 last year, does this return reflect additions/deletions through Dec 31? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Former owner of business <u>WJA Realty Limited Partnership</u>
	9. If sold, to whom? Date sold

Personal Property Summary Schedule - Enter totals from page 2 or from an attached itemized list or depreciation schedule with original cost and date of acquisition.		Taxpayer's Estimate of Fair Market Value	Original Installed Cost	For Property Appraiser Use Only
10	Office furniture, office machines, and library	54,491	84,670	
11	EDP equipment, computers, and word processors			
12	Store, bar and lounge, and restaurant furniture, equipment, etc.	13,520,035	15,984,386	
13	Machinery and manufacturing equipment	1,815,493	2,478,234	
14	Farm, grove, and dairy equipment			
15	Professional, medical, dental, and laboratory equipment			
16	Hotel, motel, and apartment complex			
16a	Rental units (stove, refrigerator, furniture, drapes, and appliances)			
17	Mobile home attachments (carport, utility building, cabana, porch, etc.)			
18	Service station and bulk plant equipment (underground tanks, lifts, tools)			
19	Signs (billboard, pole, wall, portable, directional, etc.)			
20	Leasehold improvements - grouped by type, year of installation, and description			
21	Pollution control equipment			
22	Equipment owned by you but rented, leased or held by others			
23	Supplies not held for resale			
24	Other, specify:			
TOTAL PERSONAL PROPERTY		15,390,019	18,547,290	

I declare I have read this tax return and the accompanying schedules and statements. The facts in them are true. If prepared by someone other than the taxpayer, the preparer signing this return certifies that this declaration is based on all information he or she has knowledge of.

<input type="checkbox"/> \$25,000	Less	
<input type="checkbox"/> Widowed	Exemptions	
<input type="checkbox"/> Blind	Taxable	
<input type="checkbox"/> Total disability	Value	
<input type="checkbox"/> Other, specify	Penalties	
Signature: deputy		Date

Signature taxpayer <u>Jennifer Chang</u>	Print name <u>Jennifer Chang</u>	Title <u>Controller</u>	Date <u>3/26/13</u>
Signature preparer	Print name	Preparer ID	Date
Address		Phone	

Sign and date your return, send the original to the county property appraiser's office by April 1. Unsigned returns cannot be accepted by the appraiser's office. If you are entitled to a widow's, widower's, or disability exemption on personal property (not already claimed on real estate), consult your appraiser.

Report all property owned by you including fully depreciated items still in use.

ASSETS PHYSICALLY REMOVED DURING THE LAST YEAR						
Description	Age	Year Acquired	Taxpayer's Estimate of Fair Market Value	Original Installed Cost	Disposed, sold, or traded and to whom?	
Office Furniture & Equipment	Various		0	324,746	disposed - see attached	
Concession, Restaurant, Bedroom Equip	Various		0	163,040	disposed - see attached	
Machinery & Equipment	Various		0	226,024	disposed - see attached	

LEASED, LOANED, OR RENTED EQUIPMENT								Complete if you hold equipment belonging to others.	
Name and Address of Owner or Lessor	Description	Year Acquired	Year of Manufacture	Monthly Rent	Original Installed Cost	Lease Purchase Option		Yes	No
Schedule Attached						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE FOR LINE 22, PAGE 1										Equipment owned by you but rented, leased, or held by others. Enter total on page 1.	
Lease Number	Name/address of lessee Actual physical location	Description	Age	Year Acquired	Monthly Rent	Term	Taxpayer's Estimate of Fair Market Value	Cond*	Original Installed Cost	New	

SCHEDULES FOR PAGE 1 LINES 10, 21, 23, and 24							APPRAISER'S USE ONLY	
Enter line number from page 1.	Description	Age	Year Acquired	Taxpayer's Estimate of Fair Market Value	Cond*	Original Installed Cost	Cond*	Value
Line #10, 12, 13	Schedule Attached							

Enter totals on page 1.									
Enter line number from page 1.	Description	Age	Year Acquired	Taxpayer's Estimate of Fair Market Value	Cond*	Original Installed Cost	Cond*	Value	

Enter totals on page 1.									
Enter line number from page 1.	Description	Age	Year Acquired	Taxpayer's Estimate of Fair Market Value	Cond*	Original Installed Cost	Cond*	Value	

Enter totals on page 1.									
Enter line number from page 1.	Description	Age	Year Acquired	Taxpayer's Estimate of Fair Market Value	Cond*	Original Installed Cost	Cond*	Value	

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 Mar 10, 2014 12:05

Florida Gaming Centers, Inc.
 3500 NW 137 Avenue, Miami, FL 33142

d/b/a Miami Jai-Alai

Assets Physically Removed

<u>Description</u>	<u>Yr. Acq.</u>	<u>Age</u>	<u>Original Cost</u>	<u>Accumulated Depreciation</u>	<u>Fair Market Value</u>
Office Furniture & Equipment	1997	Various*	140,927.23	140,927.23	0.00
Office Furniture & Equipment	1997	16 yrs	9,842.50	9,842.50	0.00
Office Furniture & Equipment	1998	15 yrs	17,955.47	17,955.47	0.00
Office Furniture & Equipment	1999	14 yrs	11,445.65	11,445.65	0.00
Office Furniture & Equipment	2000	13 yrs	6,461.38	6,461.38	0.00
Office Furniture & Equipment	2001	12 yrs	9,482.75	9,482.75	0.00
Office Furniture & Equipment	2003	10 yrs	13,649.75	13,649.75	0.00
Office Furniture & Equipment	2004	9 yrs	4,315.59	4,315.59	0.00
Office Furniture & Equipment	2005	8 yrs	10,665.74	10,665.74	0.00
Total			224,746.06	224,746.06	0.00
Concession/Snack/Bar Equipment	1997	Various*	87,392.27	87,392.27	0.00
Restaurant Equipment	1997	Various*	19,331.29	19,331.29	0.00
Concession/Snack/Bar Equipment	1997	16 yrs	2,018.18	2,018.18	0.00
Cardroom Equipment	1997	16 yrs	48,612.54	48,612.54	0.00
Concession/Snack/Bar Equipment	1998	15 yrs	4,887.18	4,887.18	0.00
Restaurant Equipment	1998	15 yrs	798.75	798.75	0.00
Total			163,040.21	163,040.21	0.00
Machinery & Equipment	1997	Various*	157,449.25	157,449.25	0.00
Machinery & Equipment	1997	16 yrs	2,021.79	2,021.79	0.00
Machinery & Equipment	1998	15 yrs	14,481.38	14,481.38	0.00
Machinery & Equipment	1999	14 yrs	1,000.00	1,000.00	0.00
Machinery & Equipment	2000	13 yrs	8,836.91	8,836.91	0.00
Machinery & Equipment	2001	12 yrs	16,752.24	16,752.24	0.00
Machinery & Equipment	2002	11 yrs	3,978.14	3,978.14	0.00
Machinery & Equipment	2003	10 yrs	21,504.05	21,504.05	0.00
Total			226,023.76	226,023.76	0.00
			613,810.03	613,810.03	0.00

* Approximately 16 to 34 yrs

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 Skadden Arps
 Mar 10, 2014 12:05
 d/b/a Miami Jai-Alai

Florida Gaming Centers, Inc.
 3500 NW 137 Avenue, Miami, FL 33142

Leased, Loaned & Rented Equipment

<u>Name & Address</u>	<u>Description</u>	<u>Yr. Acq.</u>	<u>Year of Manufact.</u>	<u>Approx. Mo. Rental</u>	<u>Cost If</u>
					<u>Purchased New</u>
Sportech Racing, LLC 600 Long Wharf Drive New Haven, CT 06511	Tote Equipment	1997	Unknown	12,350	Unknown
International Sound Corp. 7130 Millford Industrial Rd. Pikesville, MD 21208	Television Cameras	Various	Unknown	8,572	Unknown
Ascom Hasler Leasing P.O. Box 802585 Chicago, IL 60680-2585	Ascom Mail System	2006	Unknown	385	Unknown
Apple Financial Services P.O. Box 532617 Atlanta, GA 30353-2617	Computer	2007	Unknown	135	Unknown
Crystal Springs Water Co. 5331 NW 35th Terrace Ft. Lauderdale, FL 33309	Coolers/ Refrigerators	various	Unknown	250	Unknown
American Gaming Systems 6680 Amella Earhart Court Las Vegas, NV 89119	200 Slot Machines	2012	Unknown	224,475	2,500,000*
SHFL Entertainment 1106 Palms Airport Drive Las Vegas, NV 89119	Slot Machines	2012	Unknown	19,780	Unknown
IGT - Eastern Operating #774028 4028 Solutions Center Chicago, IL 60677-4000	6 Slot Machines	2012	Unknown	18,250	Unknown
Aristocrat P.O. Box 849540 Los Angeles, CA 90084	10 Slot Machines	2012	Unknown	18,554	Unknown
Bally Technologies 6601 South Bermuda Road Las Vegas, NV 89119	10 Slot Machines	2012	Unknown	13,688	Unknown
Ditronics Financial Services 7699 West Post Road Las Vegas, NV 89113	ATM Machines	2012	Unknown	0	Unknown
L&M Leasing, Inc. 2007 51st Street Sarasota, FL	Golf Carts	2012	Unknown	1,204	Unknown

* Estimated at \$12,500/machine

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 d/b/a Miami Jai-Alai

Florida Gaming Centers, Inc.
 3500 NW 137 Avenue, Miami, FL 33142

Depreciation Summary

Description	Yr. Acq.	Age	Original Cost	Accumulated Depreciation	Fair Market Value
Office Furniture & Equipment	2007	6 yrs	1,572.82	1,572.82	0.00
Office Furniture & Equipment	2008	5 yrs	5,022.65	4,733.34	289.31
Office Furniture & Equipment	2010	3 yrs	19,838.80	11,163.29	8,675.51
Office Furniture & Equipment	2012	1 yrs	58,235.85	12,709.92	45,525.93
Total			84,670.12	30,179.37	54,490.75
Cardroom Equipment	1997	16 yrs	162,574.15	162,574.15	0.00
Cardroom Equipment	2005	8 yrs	6,561.66	6,561.66	0.00
Concession/Snack/Bar Equipment	2006	7 yrs	1,931.35	1,845.22	86.13
Cardroom Equipment	2007	6 yrs	32,028.11	27,739.56	4,288.55
Concession/Snack/Bar Equipment	2007	6 yrs	1,331.86	1,153.52	178.34
Cardroom Equipment	2008	5 yrs	1,359.37	1,056.08	303.29
Concession/Snack/Bar Equipment	2008	5 yrs	8,681.85	6,744.85	1,937.00
Concession/Snack/Bar Equipment	2009	4 yrs	1,282.92	882.14	400.78
Cardroom Equipment	2012	1 yrs	113,438.84	18,665.96	94,772.88
Casino Equipment	2012	1 yrs	15,585,178.15	2,227,121.97	13,358,056.18
Concession/Snack/Bar Equipment	2012	1 yrs	70,017.52	10,005.50	60,012.02
Total			15,984,385.78	2,464,350.61	13,520,035.17
Machinery & Equipment	1997	Various*	310,325.28	310,325.28	0.00
Machinery & Equipment	1999	14 yrs	4,752.03	4,752.03	0.00
Machinery & Equipment	2001	12 yrs	2,763.68	2,763.68	0.00
Machinery & Equipment	2004	9 yrs	1,330.00	1,330.00	0.00
Machinery & Equipment	2006	7 yrs	17,881.78	17,084.26	797.52
Machinery & Equipment	2007	6 yrs	12,510.02	10,829.21	1,680.81
Machinery & Equipment	2008	5 yrs	13,080.97	10,162.47	2,918.50
Machinery & Equipment	2009	4 yrs	2,230.95	1,534.00	696.95
Machinery & Equipment	2010	3 yrs	1,069.99	602.08	467.91
Machinery & Equipment	2012	1 yrs	2,112,289.63	303,358.58	1,808,931.05
Total			2,478,234.33	662,741.59	1,815,492.74
			18,547,290.23	3,157,271.57	15,390,018.66

* Approximately 16 to 34 yrs

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SPAREPARTS
DEPRECIATION SCHEDULES
SCHEDULE 01 - BOOK
FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MODAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
1 - MIAMI JAI-ALAI	30	MACHINERY AND EQUIPMENT (15300)									
	1304001	9 A/C UNITS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		8,818.57	.00	8,818.57	.00
	1304002	BURGLAR & FIRE ALARM SYSTEM WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	8,818.57- 14,369.57	.00	8,818.57- 14,369.57	.00
	1304003	ATM WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	14,369.57- 4,776.39	.00	14,369.57- 4,776.39	.00
							1/15/2012	4,776.39-		4,776.39-	

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PRELIMINARY
DEPRECIATION SCHEDULES
SCHEDULE 01 - BOOK

FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	DEPRECIATION	PRIOR DEPRECIATION	CURRENT DEPRECIATION
1 - MIAMI JAI-ALAI	1304004	3,785 AUDITORIUM CHAIRS WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		106,050.12	.00	.00	106,050.12	.00
	1304005	BOX OFFICE COMPUTER SYSTEM WORLD JAI-ALAI	U	01/01/1997	AP Y	5.00		10,391.68	.00	.00	10,391.68	.00
	1304006	removed COMPUTER, 2 PRINTERS, MODEM WORLD JAI-ALAI	U	01/01/1997	AP Y	5.00		10,391.68- 1,250.47	.00	.00	10,391.68- 1,250.47	.00
	1304007	removed MISCELLANEOUS FURNITURE WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		1,250.47- 7,880.36	.00	.00	1,250.47- 7,880.36	.00
	1304008	removed 2 EZ-GO GASOLINE CARS WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		7,880.36- 3,067.56	.00	.00	7,880.36- 3,067.56	.00
	1304009	removed POLISHER, SWEEPER, TRASH COMPAC. WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		3,067.56- 6,010.35	.00	.00	3,067.56- 6,010.35	.00
	1304010	removed STEAM & UTIL. PRESS MACHINE WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		6,010.35- 2,806.20	.00	.00	6,010.35- 2,806.20	.00
	1304011	removed MISC. MAINTENANCE EQUIPMENT WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		2,806.20- 5,968.43	.00	.00	2,806.20- 5,968.43	.00
	1304012	removed MICROFILM RECORDER WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		1,696.58	.00	.00	1,696.58	.00
	1304013	removed MISCELLANEOUS EQUIPMENT WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		1,696.58- 6,702.68	.00	.00	1,696.58- 6,702.68	.00
	1304014	removed SMART SIGN WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		6,702.68- 1,034.35	.00	.00	6,702.68- 1,034.35	.00
	1304015	removed SCOTMAN ICE MAKER WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		1,034.35- 953.94	.00	.00	1,034.35- 953.94	.00
	1304016	removed COIN COUNTERS/CURRENCY SORTERS WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		953.94- 2,667.89	.00	.00	953.94- 2,667.89	.00
		removed WORLD JAI-ALAI						2,667.89-			2,667.89-	

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DEPRECIATION SCHEDULES
SCHEDULE 01 - BOOK
FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
1 - MIAMI JAI-ALAI	1304017	ACCESS CONTROL SYSTEM WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		1,537.14	.00	1,537.14	.00
	1304018	CLUBHOUSE SELL/CASH TERMINALS WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		1,492.93	.00	1,492.93	.00
	1304019	MUTUELS TOTE INSTALLATION WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		9,587.56	.00	9,587.56	.00
	1304020	25 TINY TIMS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,619.97	.00	2,619.97	.00
	1304021	5 PRIVATE PHONES WORLD JAI-ALAI	U	01/01/1997	AP Y	7.00		1,901.84	.00	1,901.84	.00
	1304022	BOX OFFICE PHONES WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		3,360.59	.00	3,360.59	.00
	1304023	NAUTILUS EQUIP/HYDROCOLATOR WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		5,233.54	.00	5,233.54	.00
	1304024	PLYS QTR - MACH. & EQUIPMENT WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		19,405.58	.00	19,405.58	.00
	1304025	2 RESULTS BOARD WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,243.73	.00	2,243.73	.00
	1304026	TRTL 39-6 SAFE WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		4,487.47	.00	4,487.47	.00
	1304027	DOT MATRIX SCOREBOARD WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		196,404.89	.00	196,404.89	.00
	1304028	3 FLOOR SCRUBBERS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		6,408.78	.00	6,408.78	.00
	1304029	25 PORTABLE RADIOS & BASE STN WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		8,970.98	.00	8,970.98	.00
								8,970.98		8,970.98	

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SUMMARY
DEPRECIATION SCHEDULES
SCHEDULE 01 - BOOK
FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
1 - MIAMI JAI-ALAI	1304030	PAGING SYSTEM WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,891.47	.00	2,891.47	.00
	1304031	SECURITY SURVEILLANCE EQUIP. WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,891.47- 2,374.62	.00	2,891.47- 2,374.62	.00
	1304032	SPEAKERS AND WIRING WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,374.62- 1,628.94	.00	2,374.62- 1,628.94	.00
	1304033	4 TELLER LOCKERS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		1,628.94- 1,009.68	.00	1,628.94- 1,009.68	.00
	1304034	4 TURNSYLES WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		1,009.68- 969.91	.00	1,009.68- 969.91	.00
	1304035	2 35" SIMULCAST TV'S & SCREEN WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		969.91- 2,588.85	.00	969.91- 2,588.85	.00
	1304036	VEHICLE COUNTING SYSTEM WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,588.85- 2,692.48	.00	2,588.85- 2,692.48	.00
	1304037	3 CIGARETTE VENDING MACHINES WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,692.48- 4,462.78	.00	2,692.48- 4,462.78	.00
	1304038	10 WATER COOLERS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		4,462.78- 1,055.26	.00	4,462.78- 1,055.26	.00
	1304039	50 GALLON FUEL TANK removed	N	08/22/1997	AP Y	7.00		1,055.26- 2,021.79	.00	1,055.26- 2,021.79	.00
	1304040	SPRINKLER HEAD/AQUASTAT-TRANE removed	N	03/12/1998	AP Y	7.00		2,021.79- 4,417.00	.00	2,021.79- 4,417.00	.00
	1304041	TIME CARD/SIMPLEX TIME RECORD. removed	N	03/02/1998	AP Y	7.00		4,417.00- 2,114.38	.00	4,417.00- 2,114.38	.00
	1304042	PABLO PELOTA COSTUME-SPETZ PRO removed	N	11/09/1998	AP Y	7.00		2,114.38- 7,950.00	.00	2,114.38- 7,950.00	.00
	1304043	A/C RESTAURANT-ROYAL COOL	N	08/10/1999	AP Y	7.00		7,950.00- 4,752.03	.00	7,950.00- 4,752.03	.00
	1304044	TABLES & CHAIRS-IMP. CK#11019	N	10/22/1999	AP Y	7.00		4,752.03- 1,000.00	.00	4,752.03- 1,000.00	.00

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SERIES SUMMARY
DEPRECIATION SCHEDULES
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FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
	1304045	removed NATURAL GAS WATER HEATER	N	01/20/2000	AP Y 1/15/2012	7.00		1,000.00- 1,517.63	.00	1,000.00- 1,517.63	.00
	1304046	removed 4 A/C UNITS-BOX OFF.-MONEY RM, COMP.RM,LA CANCHA-ROYAL COOL	N	04/04/2000	AP Y 1/15/2012	7.00		1,517.63- 7,319.28	.00	1,517.63- 7,319.28	.00
	1304047	removed K60 RIDGID MACHINE-MEDINA&SONS	N	01/29/2001	AP Y 1/15/2012	7.00		7,319.28- 1,306.87	.00	7,319.28- 1,306.87	.00
	1304048	removed ATM SER#047894104814-DIEBOLD	N	03/20/2001	AP Y 1/15/2012	7.00		1,306.87- 3,869.91	.00	1,306.87- 3,869.91	.00
	1304049	removed CPS 400 COMBO-MEDICAL VALUES	N	03/26/2001	AP Y 1/15/2012	7.00		3,869.91- 2,763.68	.00	3,869.91- 2,763.68	.00
	1304050	removed TRIPLE CROWN TROPHY-AMRE MINIAT.	N	05/19/2001	AP Y 1/15/2012	7.00		2,763.68- 3,834.00	.00	2,763.68- 3,834.00	.00
	1304051	removed WASHING MACHINE-COIN-O-MATIC	N	06/18/2001	AP Y 1/15/2012	7.00		3,834.00- 3,088.50	.00	3,834.00- 3,088.50	.00
	1304052	removed 4 MOTOROLA RADIOS-RADIO HOLLAN	N	06/26/2001	AP Y 1/15/2012	7.00		3,088.50- 1,726.50	.00	3,088.50- 1,726.50	.00
	1304053	removed R&R LIFT STATION PUMP	N	12/10/2001	SX Y 1/15/2012	7.00		1,726.50- 2,926.46	.00	1,726.50- 2,926.46	.00
	1304054	removed DERUITER ELEC. MOTOR-CK51328	N	05/08/2002	SX Y 1/15/2012	7.00		2,926.46- 572.09	.00	2,926.46- 572.09	.00
	1304055	removed WASHER-THE HOME DEPOT	N	05/08/2002	SX Y 1/15/2012	7.00		572.09- 572.09	.00	572.09- 572.09	.00
	1304056	removed SCAFFOLDING-J&M SCAFFOLDS	N	04/30/2002	SX Y 1/15/2012	7.00		572.09- 1,730.94	.00	572.09- 1,730.94	.00
	1304057	removed POOL TABLE (PLAYERS)-KMART	N	08/07/2002	SX Y 1/15/2012	7.00		1,730.94- 966.88	.00	1,730.94- 966.88	.00
	1304058	removed MONEY ROOM SAFE-HARWOOD'S	N	11/18/2002	SX Y 1/15/2012	7.00		966.88- 708.23	.00	966.88- 708.23	.00
	1304059	removed M4098-MONEY COUNTER-CUMMINS-AL	N	01/16/2003	SX Y 1/15/2012	7.00		708.23- 4,801.09	.00	708.23- 4,801.09	.00
	1304060	removed MONEY RM LOCK-LAB SAFETY SUPPL	N	01/21/2003	SX Y 1/15/2012	7.00		4,801.09- 1,160.06	.00	4,801.09- 1,160.06	.00
	1304061	removed ATM MACHINE-DIEBOLD INC	N	08/30/2003	SX Y 1/15/2012	7.00		1,160.06- 11,476.90	.00	1,160.06- 11,476.90	.00
		removed DOCUMENT IMPRINTER #100E4625	N	09/25/2003	SX Y 1/15/2012	7.00		11,476.90- 4,066.00	.00	11,476.90- 4,066.00	.00
		removed AUTOMATED BUSINESS MACHINES	N					4,066.00- 4,066.00	.00	4,066.00- 4,066.00	.00

FLORIDA GAMING CORPORATION
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PRELIMINARY
DEPRECIATION SCHEDULES
SCHEDULE 01 - BOOK

FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

LOCATION 1 - MIAMI JAI-ALAI

CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MOIDAY	COST OR OTHER BASIS	SALVAGE	DEPRECIATION	PRIOR DEPRECIATION	CURRENT DEPRECIATION
1304110	Time & Attendance System-Sierr	N	01/01/2012	AP Y	7.00		19,022.72	.00	.00	.00	2,718.35
1304118	2-PROTEL 7000 PUBLIC PHONES	N	12/02/2004	SX Y	7.00		1,330.00	.00	1,330.00	.00	.00
1304119	G-TEL ENTERPRISES, INC.	N	01/01/2006	AP Y	7.00		3,496.36	.00	3,028.20	.00	312.22
1304120	6 Work Tables-Lumarj & Ass.	N	01/07/2006	AP Y	7.00		14,385.42	.00	12,459.22	.00	1,284.62
1304121	Satellite Dish, Television Rac.Pat	N	06/07/2007	AP Y	7.00		1,572.41	.00	1,221.60	.00	140.26
1304122	12-15 Gal.Waste Receptacles	N	06/13/2007	AP Y	7.00		1,947.57	.00	1,513.07	.00	173.72
1304123	12 Crowd Control Barriers	N	07/14/2007	AP Y	7.00		624.79	.00	485.40	.00	55.73
1304124	Rane CP52 Mixer-Television	N	07/27/2007	AP Y	7.00		1,923.86	.00	1,494.64	.00	171.61
1304125	2 Credit Card Machines-Suntrus	N	10/03/2007	AP Y	7.00		2,193.50	.00	1,698.42	.00	195.66
1304126	Biometric Timeclock-Carpenters	N	11/05/2007	AP Y	7.00		3,445.40	.00	2,676.73	.00	307.33
1304127	Dryer(Plhrs Laundry)-Steiner	N	11/18/2007	AP Y	7.00		802.49	.00	623.46	.00	71.58
1304128	LCD Projector -Best Buy	N	01/01/2008	DB200	7.00		648.65	.00	446.04	.00	57.89
1304129	Rolling Cocktail Tables-PJCC	N	02/28/2008	DB200	7.00		12,432.32	.00	8,549.03	.00	1,109.51
1304130	Scrubber-Model T5-Ternant Sale	N	07/09/2009	AP Y	7.00		2,230.95	.00	1,255.35	.00	278.65
1304131	Results Line-Answering Machine	N	01/01/2010	AP Y	7.00		1,068.99	.00	414.94	.00	187.14
1304150	Surveillance System-Cotscso	N	01/15/2012	AP Y	7.00		15,307.76	.00	.00	.00	2,187.48
1304151	Fingerprint System	N	01/15/2012	AP Y	7.00		18,075.88	.00	.00	.00	2,583.04
1304152	Cross Match Technologies	N	01/15/2012	AP Y	7.00		18,075.88	.00	.00	.00	2,583.04
1304153	Electronic Keyboxes	N	01/15/2012	AP Y	7.00		18,075.88	.00	.00	.00	2,583.04
1304154	Secure Tech Systems	N	01/15/2012	AP Y	7.00		18,075.88	.00	.00	.00	2,583.04
1304155	Auditorium Seating Renovations	N	01/15/2012	AP Y	7.00		73,930.35	.00	.00	.00	10,564.65
1304156	Currency Counters - Cummins	N	01/15/2012	AP Y	7.00		150,780.28	.00	.00	.00	21,546.50
1304157	Drop Cards & Cash Carfs-Reidom	N	01/15/2012	AP Y	7.00		50,659.08	.00	.00	.00	7,239.17
1304158	Drop Boxes	N	01/15/2012	AP Y	7.00		5,763.68	.00	.00	.00	815.04
1304159	Misc Computer Equip	N	01/15/2012	AP Y	3.00		10,321.63	.00	.00	.00	3,440.20
1304160	Security Radios-Wireless Infot	N	01/01/2012	AP Y	7.00		17,290.24	.00	.00	.00	2,470.78
1304161	Network Gear-Great Lakes Compu	N	01/15/2012	AP Y	7.00		88,147.26	.00	.00	.00	12,596.24
1304162	Parking Equipment- Global Ind.	N	01/15/2012	AP Y	7.00		3,573.39	.00	.00	.00	510.64
1304163	Video Surveillance System	N	01/15/2012	AP Y	7.00		1,610,512.34	.00	.00	.00	230,142.21
1304164	Aware Digital	N	04/10/2012	AP Y	7.00		8,934.50	.00	.00	.00	1,276.74
1304165	Satellite Wiring & Cables	N	04/28/2012	AP Y	7.00		30,237.13	.00	.00	.00	4,320.89
1304166	System of Security Service	N	05/31/2012	AP Y	7.00		2,191.20	.00	.00	.00	313.12
1304167	Auditorium Seating Renovations	N	07/30/2012	SL Y	6.00		7,602.35	.00	.00	.00	633.53
1304168	Seatmasters	N									
1304169	Sierra Time Clock	N									
1304170	Great Lakes Computer	N									

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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACO/ DISP	METHOD	LIFE YRS	DEPR MODAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
		1 - MIAMI JAI-ALAI						2,478,234.33		355,037.09	307,704.50
40	1405001	CONC./SNACK/BAR EQUIP. (1540) BEER COOLERS/DISPENSERS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		16,871.56	.00	16,871.56	.00
1405002		3 CASH REGISTERS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	16,871.56- 1,318.63	.00	16,871.56- 1,318.63	.00
1405003		STACKING CHAIRS & BAR STOOLS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	1,318.63- 8,931.53	.00	1,318.63- 8,931.53	.00
1405004		CONCESSIONS COMPUTER SYSTEM WORLD JAI-ALAI removed	U	01/01/1997	AP Y	5.00	1/15/2012	8,931.53- 1,620.96	.00	8,931.53- 1,620.96	.00
1405005		SINKS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	1,620.96- 2,586.66	.00	1,620.96- 2,586.66	.00
1405006		MISCELLANEOUS EQUIPMENT WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	2,586.66- 2,963.73	.00	2,586.66- 2,963.73	.00
1405007		CONCESSION FURNITURE WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	2,963.73- 20,681.03	.00	2,963.73- 20,681.03	.00
1405008		MILK SHAKE & FROZEN DRINK MACH WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	20,681.03- 1,314.20	.00	20,681.03- 1,314.20	.00
1405009		DISHWASHING EQUIPMENT WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	1,314.20- 2,797.72	.00	1,314.20- 2,797.72	.00
1405010		FUME EXHAUST HOODS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	2,797.72- 1,851.72	.00	2,797.72- 1,851.72	.00
1405011		FOOD WARMERS WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00	1/15/2012	1,851.72- 1,982.58	.00	1,851.72- 1,982.58	.00
1405012		ROLL-A-GRILLS removed	U	01/01/1997	AP Y	7.00	1/15/2012	1,982.58- 2,254.04	.00	1,982.58- 2,254.04	.00

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DEPRECIATION SCHEDULES
SCHEDULE 01 - BOOK

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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
1 - MIAMI JAI-ALAI											
	1405013	WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,254.04- 2,073.15	.00	2,254.04- 2,073.15	.00
	1405014	WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,073.15- 3,429.38	.00	2,073.15- 3,429.38	.00
	1405015	WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		3,429.38- 2,148.92	.00	3,429.38- 2,148.92	.00
	1405016	WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,148.92- 9,574.73	.00	2,148.92- 9,574.73	.00
	1405017	WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		9,574.73- 2,564.09	.00	9,574.73- 2,564.09	.00
	1405018	WORLD JAI-ALAI removed	U	01/01/1997	AP Y	7.00		2,564.09- 2,427.72	.00	2,564.09- 2,427.72	.00
	1405019	WORLD JAI-ALAI removed	N	06/20/1997	AP Y	5.00		2,427.72- 2,018.18	.00	2,427.72- 2,018.18	.00
	1405020	WORLD JAI-ALAI removed	N	02/26/1998	AP Y	7.00		2,018.18- 4,887.18	.00	2,018.18- 4,887.18	.00
	1405021	WORLD JAI-ALAI removed	N	10/05/2006	AP Y	7.00		4,887.18- 1,931.35	.00	4,887.18- 1,931.35	.00
	1405022	WORLD JAI-ALAI removed	N	08/03/2007	AP Y	7.00		1,931.35- 1,331.86	.00	1,931.35- 1,331.86	.00
	1405023	WORLD JAI-ALAI removed	N	06/19/2008	DB200	7.00		1,331.86- 5,760.88	.00	1,331.86- 5,760.88	.00
	1405024	WORLD JAI-ALAI removed	N	09/21/2008	DB200	7.00		5,760.88- 1,304.80	.00	5,760.88- 1,304.80	.00
	1405026	WORLD JAI-ALAI removed	N	09/21/2008	DB200	7.00		1,304.80- 1,616.17	.00	1,304.80- 1,616.17	.00
	1405030	WORLD JAI-ALAI removed	N	08/30/2009	AP Y	7.00		1,616.17- 1,282.92	.00	1,616.17- 1,282.92	.00
	1405031	WORLD JAI-ALAI removed	N	01/15/2012	AP Y	7.00		1,282.92- 9,469.50	.00	1,282.92- 9,469.50	.00
	TOTAL CONC./SNACK/BEAR EQUIP. (1540)							9,469.50- 60,548.02	.00	9,469.50- 60,548.02	.00
	50	RESTAURANT EQUIPMENT (1550)	U	01/01/1997	AP Y	7.00		60,548.02- 944.16	.00	60,548.02- 944.16	.00
	1506001	DISHWASHING EQUIPMENT						944.16	.00	944.16	.00
	TOTAL							83,245.50	9,399.41	11,231.82	

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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
1 - MIAMI JAI-ALAI											
	1506002	WORLD JAI-ALAI removed MISCELLANEOUS EQUIPMENT	U	01/01/1997	1/15/2012 AP Y	7.00		944.16- 2,909.78	.00	944.16- 2,909.78	.00
	1506003	WORLD JAI-ALAI removed 43 BANQUETTES	U	01/01/1997	1/15/2012 AP Y	7.00		2,909.78- 2,025.25	.00	2,909.78- 2,025.25	.00
	1506004	WORLD JAI-ALAI removed DISPLAY & STORAGE CABINETS	U	01/01/1997	1/15/2012 AP Y	7.00		2,025.25- 801.11	.00	2,025.25- 801.11	.00
	1506005	WORLD JAI-ALAI removed 783 CHAIRS	U	01/01/1997	1/15/2012 AP Y	7.00		801.11- 4,796.62	.00	801.11- 4,796.62	.00
	1506006	WORLD JAI-ALAI removed MISCELLANEOUS FURNITURE	U	01/01/1997	1/15/2012 AP Y	7.00		4,796.62- 1,717.44	.00	4,796.62- 1,717.44	.00
	1506007	WORLD JAI-ALAI removed TABLES	U	01/01/1997	1/15/2012 AP Y	7.00		1,717.44- 1,821.25	.00	1,717.44- 1,821.25	.00
	1506008	WORLD JAI-ALAI removed REFRIGERATION	U	01/01/1997	1/15/2012 AP Y	7.00		1,821.25- 2,723.99	.00	1,821.25- 2,723.99	.00
	1506009	WORLD JAI-ALAI removed OVENS/STOVES/EXHAUST HOODS	U	01/01/1997	1/15/2012 AP Y	7.00		2,723.99- 1,591.69	.00	2,723.99- 1,591.69	.00
	1506010	WORLD JAI-ALAI removed TOASTMASTER TOASTER-KITCH TEK	N	02/03/1998	1/15/2012 AP Y	7.00		1,591.69- 798.75	.00	1,591.69- 798.75	.00
		TOTAL RESTAURANT EQUIPMENT (1550)						798.75- .00	.00	798.75- .00	.00
60	1607001	OFFICE EQUIPMENT (1560) AT&T TELEPHONE SYSTEM WORLD JAI-ALAI removed	U	01/01/1997	1/15/2012 AP Y	7.00		9,314.56	.00	9,314.56	.00
	1607002	OFFICE COMPUTER SYSTEM WORLD JAI-ALAI	U	01/01/1997	1/15/2012 AP Y	5.00		9,314.56- 85,680.36	.00	9,314.56- 85,680.36	.00

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	1607003	removed DUPLO BURSTER WORLD JAI-ALAI	U	01/01/1997	AP Y 1/15/2012	7.00		85,680.36- 1,439.64	.00	85,680.36- 1,439.64	.00
	1607004	removed FAX MACHINE WORLD JAI-ALAI	U	01/01/1997	AP Y 1/15/2012	7.00		1,439.64- 1,125.83	.00	1,439.64- 1,125.83	.00
	1607005	removed MISCELLANEOUS EQUIPMENT WORLD JAI-ALAI	U	01/01/1997	AP Y 1/15/2012	7.00		1,125.83- 1,595.29	.00	1,125.83- 1,595.29	.00
	1607006	removed 10 PANASONIC CAMERAS WORLD JAI-ALAI	U	01/01/1997	AP Y 1/15/2012	7.00		1,595.29- 3,072.00	.00	1,595.29- 3,072.00	.00
	1607007	removed 2 SIMPLEX TIMECLOCKS WORLD JAI-ALAI	U	01/01/1997	AP Y 1/15/2012	7.00		3,072.00- 2,521.89	.00	3,072.00- 2,521.89	.00
	1607008	removed IBM OJRET WRITER WORLD JAI-ALAI	U	01/01/1997	AP Y 1/15/2012	7.00		2,521.89- 1,696.43	.00	2,521.89- 1,696.43	.00
	1607009	removed FURNITURE WORLD JAI-ALAI	U	01/01/1997	AP Y 1/15/2012	7.00		1,696.43- 27,140.32	.00	1,696.43- 27,140.32	.00
	1607010	removed BANQUET ROOM MURAL WORLD JAI-ALAI	U	01/01/1997	AP Y 1/15/2012	7.00		27,140.32- 2,116.56	.00	27,140.32- 2,116.56	.00
	1607011	removed VALET PARKING & LOTTERY FURN. WORLD JAI-ALAI	U	01/01/1997	AP Y 1/15/2012	7.00		2,116.56- 5,224.35	.00	2,116.56- 5,224.35	.00
	1607012	removed COMPUTER BCS EXPRESS INC.	N	01/10/1997	AP Y 1/15/2012	5.00		5,224.35- 1,311.50	.00	5,224.35- 1,311.50	.00
	1607013	removed COMPUTER NETWORK MODIFICATIONS NEXT GENERATION COMPUTER	N	02/21/1997	AP Y 1/15/2012	5.00		1,311.50- 2,883.60	.00	1,311.50- 2,883.60	.00
	1607014	removed COMPUTER PROGRAMMING DIVERSIFIED TECH SYSTEMS	N	04/01/1997	AP Y 1/15/2012	5.00		2,883.60- 1,430.00	.00	2,883.60- 1,430.00	.00
		removed 1,430.00-			1/15/2012			1,430.00-		1,430.00-	

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	1607015	2 COMPUTERS (ADVERTISING) BCS EXPRESS	N	05/22/1997	AP Y	5.00		4,217.40	.00	4,217.40	.00
	1607016	COMPUTERS (OFFICE & PUB. REL.) HORIZON SOFTWARE	N	05/29/1998	AP Y	5.00		7,044.00	.00	7,044.00	.00
	1607017	COMPUTER-BCS EXPRESS COMPUTER	N	07/24/1998	AP Y	5.00		7,044.00	.00	7,044.00	.00
	1607018	COMPUTER PROGRAMS-SCHWARTZ	N	12/12/1998	AP Y	5.00		4,556.08	.00	4,556.08	.00
	1607019	PRINTER	N	09/10/1998	AP Y	5.00		5,225.25	.00	5,225.25	.00
	1607020	Y2K UPDATES-SCHWARTZ & ASSOC.	N	01/28/1999	AP Y	5.00		1,130.14	.00	1,130.14	.00
	1607021	COMPUTER-BOX OFFICE-BCS EXPRESS	N	03/29/1999	AP Y	5.00		1,130.14	.00	1,130.14	.00
	1607022	COMPUTER-DUFFIN-BCS EXPRESS	N	03/30/1999	AP Y	5.00		6,326.68	.00	6,326.68	.00
	1607023	WINBOOK COMPUTER-AM. EXPRESS	N	11/18/1999	AP Y	5.00		6,326.68	.00	6,326.68	.00
	1607024	COMPUTER-PUBLIC RELATIONS-BCS	N	05/04/2000	AP Y	5.00		2,001.68	.00	2,001.68	.00
	1607025	FURNITURE-EXECUTIVE OFFICE NBB OFFICE ENVIRONMENTS	N	07/31/2000	AP Y	7.00		2,001.68	.00	2,001.68	.00
	1607026	NETWORK PRINTER-BCS COMPUTER	N	07/31/2000	AP Y	5.00		645.50	.00	645.50	.00
	1607027	COMPUTER(OFFICE)-NEXT GENERATI	N	01/12/2001	AP Y	5.00		645.50	.00	645.50	.00
	1607028	COMPUTER(OFFICE)-NEXT GENERATI	N	02/16/2001	AP Y	5.00		2,471.79	.00	2,471.79	.00
	1607029	NETWORK 5.1 SERVER-NEXT GENERA	N	05/25/2001	AP Y	5.00		2,471.79	.00	2,471.79	.00
	1607030	COMPUTER-BOX OFFICE-BOCA SYSTE	N	08/01/2001	AP Y	5.00		693.32	.00	693.32	.00
	1607031	COMPUTER SYS UPGRADE-SCHWARTZ	N	02/18/2003	SX Y	5.00		693.32	.00	693.32	.00

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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MO/DAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
1 - MIAMI JAI-ALAI	1607032	EXEC. HIGHBACK CHAIR-HOUSNER removed	N	07/17/2003	SX Y 1/15/2012	7.00		731.76	.00	731.76	.00
	1607033	TABLE, 8 CHAIRS DL-TOPDEQ CORP removed	N	07/29/2003	SX Y 1/15/2012	7.00		1,257.49	.00	1,257.49	.00
	1607034	COMPUTER 2ND FLR-NEXT GENERATI removed	N	07/29/2003	SX Y 1/15/2012	5.00		1,008.70	.00	1,008.70	.00
	1607035	COMPUTER-BOX OFFICE-OFF DEPOT removed	N	04/13/2004	SX Y 1/15/2012	5.00		978.09	.00	978.09	.00
	1607036	COMPUTER (ANNOUNCERS)-HORIZON removed	N	11/22/2004	SX Y 1/15/2012	5.00		3,337.50	.00	3,337.50	.00
	1607037	MERLIN PHONE SYSTEM-INTL SALES removed	N	01/25/2005	AP Y 1/15/2012	5.00		9,007.26	.00	9,007.26	.00
	1607038	LAPTOP COMPUTER-BEST BUY removed	N	04/16/2005	AP Y 1/15/2012	5.00		1,658.48	.00	1,658.48	.00
	1607039	Computer Cardroom-8est Buy	N	07/15/2007	AP Y	5.00		818.50	.00	771.35	47.15
	1607040	Computer -JV-Tiger Direct	N	11/12/2007	AP Y	5.00		754.32	.00	710.87	43.45
	1607041	2 XP Computers-Next Generation	N	05/31/2008	SX Y	5.00		2,799.83	.00	2,316.02	322.54
	1607042	3 Computers - Office	N	10/10/2008	SX Y	5.00		2,222.82	.00	1,838.71	256.07
	1607043	KONICA 750 & LANIER COPIERS	N	08/01/2010	AP Y	7.00		19,838.80	.00	7,693.48	3,469.81
	1607050	Accounting System	N	01/01/2012	AP Y	7.00		35,189.52	.00	.00	5,028.58
	1607051	Computers - Delt Marketing	N	01/01/2012	AP Y	3.00		23,046.33	.00	.00	7,681.34
	TOTAL OFFICE EQUIPMENT (1560)							54,670.12		13,330.43	16,848.94
70		CASINO EQUIPMENT (1570)									
1708003		SLOT MACHINES	N	01/15/2012	AP Y	7.00		11,653,390.04	.00	.00	1,665,269.44
1708004		Slot Stools & Bases-Majestic	N	01/15/2012	AP Y	7.00		251,681.02	.00	.00	35,965.22
1708005		Ticket Redemption Units-Glory	N	01/15/2012	AP Y	7.00		219,139.50	.00	.00	31,315.03
1708006		Computer System-Bally Tech	N	01/15/2012	AP Y	7.00		3,260,234.62	.00	.00	465,887.53
1708007		Slot Machine Switches-Cisco Sy	N	01/15/2012	AP Y	7.00		144,036.57	.00	.00	20,582.83
1708008		Casino Kiosk - Glory USA	N	03/16/2012	AP Y	7.00		36,896.40	.00	.00	5,243.92
1708009		Boxsoft Casino Tools	N	06/25/2012	AP Y	7.00		20,000.00	.00	.00	2,858.00

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LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOD	LIFE YRS	DEPR MODAY	COST OR OTHER BASIS	SALVAGE	PRIOR DEPRECIATION	CURRENT DEPRECIATION
		1 - MIAMI JAI-ALAI									
		TOTAL CASINO EQUIPMENT (1570)						15,585,178.15		.00	2,227,121.97
80	1809001	CARDROOM EQUIPMENT (1590) 40 DEALER CHAIRS	N	02/27/1997	AP Y	7.00		7,220.70	.00	7,220.70	.00
	1809002	PINNACLE FURN. CK#1533,4615,5405 330 POKER CHAIRS	N	02/27/1997	AP Y	7.00		38,483.78	.00	38,483.78	.00
	1809003	PINNACLE FURN. CK#1533,4615,5403 15-30" BAR STOOLS	N	03/31/1997	AP Y	7.00		2,540.03	.00	2,540.03	.00
	1809004	PINNACLE FURN. CK# 3915,6375 150 POKER CHAIRS	N	03/31/1997	AP Y	7.00		17,492.62	.00	17,492.62	.00
	1809005	PINNACLE FURN. CK #3915,6375 30 DEALER CHAIRS	N	03/31/1997	AP Y	7.00		5,415.53	.00	5,415.53	.00
	1809006	PINNACLE FURN. CK #3915,6375 12 SWIVEL BAR STOOLS	N	06/09/1997	AP Y	7.00		2,319.57	.00	2,319.57	.00
	1809007	PINNACLE FURNISHINGS CK.6375 12"X15"X12" BOX LOCKERS	N	03/19/1997	AP Y	7.00		1,318.11	.00	1,318.11	.00
		VOLGER EQUIPMENT CK 4608 removed						1,318.11-		1,318.11-	
	1809008	SIDEDOOR,REL.& CHIP TRAY LOCKS INTERNATIONAL GAMING CK 4585	N	04/09/1997	AP Y	7.00		2,538.75	.00	2,538.75	.00
		removed						2,538.75-		2,538.75-	
	1809009	2 DROP TRANSPORT CARTS INTERNATIONAL GAMING	N	03/04/1997	AP Y	7.00		4,283.04	.00	4,283.04	.00
		removed						4,283.04-		4,283.04-	
	1809010	BACKGROUND MUSIC PAGING SYSTEM FRANCIS AUDIO, INC.	N	04/01/1997	AP Y	7.00		8,249.77	.00	8,249.77	.00
		removed						8,249.77-		8,249.77-	
	1809011	TELEPHONE-LUCENT TECHNOLOGIES removed	N	06/01/1997	AP Y	7.00		5,631.27	.00	5,631.27	.00
		removed						5,631.27-		5,631.27-	
	1809012	POKER ROOM BAR EQUIPMENT AMENDOLA BEVERAGE EQUIPMENT	N	06/20/1997	AP Y	7.00		12,634.10	.00	12,634.10	.00
		removed						12,634.10-		12,634.10-	
	1809013	FURNITURE/TABLES EL DORADO	N	06/16/1997	AP Y	7.00		8,479.79	.00	8,479.79	.00
		removed						8,479.79-		8,479.79-	
	1809014	STATUES - GREAT GASBYS	N	06/12/1997	AP Y	7.00		17,586.87	.00	17,586.87	.00

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Yidhi Shah
Skadden Arps
Mar 10, 2014 12:05

3/20/2013
7:21:28 PM

FLORIDA GAMING CORPORATION
3500 N.W. 37 AVENUE
MIAMI, FLORIDA 33142

PRELIMINARY
DEPRECIATION SCHEDULE
SCHEDULE OF - BOOK

FOR THE YEAR BEGINNING 01/01/2012 AND ENDING 12/31/2012

00001
PAGE 17

LOCATION	CL ITEM	DESCRIPTION	NEW USED	ACQ/ DISP	METHOO AP Y	LIFE YRS	DEPR MODAY	COST OR OTHER BASIS	SALVAGE	DEPRECIATION	PRIOR DEPRECIATION	CURRENT DEPRECIATION
1 - MIAMI JAI-ALAI	1809015	10 MOTOROLA SF RADIOS	N	06/05/1997	AP Y	7.00		3,587.71	.00	3,587.71	.00	.00
		BRODIE COMMUNICATIONS retrieved			1/15/2012			3,587.71-		3,587.71-		
	1809016	9 DOMINO TABLES/INT'L GAMING	N	07/07/1997	AP Y	7.00		1,890.00	.00	1,890.00	.00	.00
		retrieved			1/15/2012			1,890.00-		1,890.00-		
	1809017	60 POKER TABLES	N	06/20/1997	AP Y	7.00		56,110.80	.00	56,110.80	.00	.00
		GAMING MANAGEMENT SYSTEMS										
	1809018	COCKTAIL TABLES - POKER ROOM	N	10/23/1997	AP Y	7.00		3,674.25	.00	3,674.25	.00	.00
	1809019	STATUES - GREAT GASBYS	N	12/01/1997	AP Y	7.00		11,730.00	.00	11,730.00	.00	.00
	1809020	ELKAY WATER COOLER-LASER SUPPL	N	03/21/2005	AP Y	7.00		562.48	.00	562.48	.00	25.97
	1809021	8 BAR STOOLS-ONE WAY FURNITURE	N	05/18/2005	AP Y	7.00		877.99	.00	838.82	.00	39.17
	1809022	TABLE TOPS-SUPERIOR PRODUCTS	N	05/28/2005	AP Y	7.00		2,386.10	.00	2,279.68	.00	106.42
	1809023	FOLDING TABLES-HOME DEPOT	N	07/12/2005	AP Y	7.00		2,715.08	.00	2,593.99	.00	121.09
	1809024	Chips/Trays-Quality Gaming	N	06/15/2007	AP Y	7.00		6,858.70	.00	5,328.53	.00	611.80
	1809025	45 Drop Boxes-Quality Gaming	N	06/15/2007	AP Y	7.00		6,124.68	.00	4,758.26	.00	546.32
	1809026	Security Cabinet-Global Equip.	N	06/18/2007	AP Y	7.00		1,252.75	.00	973.25	.00	111.74
	1809027	32 Domino Tables-M.Mateo	N	06/29/2007	AP Y	7.00		11,084.30	.00	8,611.40	.00	988.72
	1809028	Tables/Bases/Util Carls	N	06/30/2007	AP Y	7.00		1,576.37	.00	1,224.68	.00	140.61
	1809029	Wide Area Vacuum-Clean Equip.	N	06/27/2007	AP Y	7.00		1,554.65	.00	1,207.81	.00	138.67
	1809030	42"LCD TV-Catsco	N	10/07/2007	AP Y	7.00		1,283.98	.00	997.53	.00	114.53
	1809031	(2) Podiums-Mabel Mateo	N	10/17/2007	AP Y	7.00		2,292.70	.00	1,781.20	.00	204.51
	1809032	Vizio LCD TV -Cardroom	N	01/13/2008	DB200	7.00		1,358.37	.00	934.76	.00	121.32
	1809050	Furniture & Equipment	N	01/15/2012	AP Y	7.00		63,652.70	.00	.00	.00	9,095.97
	1809051	Poker Chips - Royal Gaming Pro	N	01/15/2012	SL N	5.00		49,786.14	.00	.00	.00	9,569.99
		TOTAL CARDROOM EQUIPMENT (1580)						315,962.13		194,660.56		21,936.83

Ken Pruitt
 Property Appraiser SLC
 2300 Virginia Ave. Room 121
 Fort Pierce, FL 34982-5632
 772-460-3340 www.pasc.org

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 Vidhi Shah
 Skadden Arps
 Mar 10, 2014 12:05

TANGIBLE PERSONAL PROPERTY TAX RETURN

CONFIDENTIAL

DR-405, R. 12/11
 Rule 12D-16.002, F.A.C.

Return to property appraiser by April 1 to avoid penalty.

SAINT LUCIE COUNTY Tax Year 2013

Business name (DBA-Doing Business As) and mailing address:

Spreadsheets and signed DR-405's
 may be emailed to tpp@pasc.org

DBA: Fort Pierce Jai-Alai
 Acct Number: 009691
 Real Prop. ID: 2313-233-0001-000-0
 Location: 1760 KINGS HWY

3 - 1710

FLORIDA GAMING CENTERS INC
 3500 NW 37TH AVE
 MIAMI FL 33142-4923



Federal Employer
 Identification Number

65-0705893

NAICS

If name and address is incorrect, please make needed corrections.

1. Owner or person in charge N.B. Collett, Jr. Phone 305-633-6100	6. Type or nature of your business Pari-Mutuel Wagering Jai-Alai
Business/corporate name Florida Gaming Centers Inc, d/b/a Ft. Pierce Jai-Alai	Trade levels (check all that apply) <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Wholesale
2. Physical location (no PO Boxes) 1760 S. Kings Highway, Ft. Pierce, FL 34945	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Professional <input type="checkbox"/> Service <input type="checkbox"/> Agricultural
3. Do you file a TPP tax return under any other name? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Leasing/rental <input type="checkbox"/> Other, specify:
Name on most recent return or tax bill Florida Gaming Centers Inc	7. Did you file a TPP return in this county last year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. Date you began business in this county 02/01/94	Name and Florida Gaming Centers Inc, d/b/a Ft. Pierce Jai-Alai location St. Lucie County
5. Fiscal year end date If before 12/31 last year, does this return reflect additions/deletions through Dec 31? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Former owner of business WJA Realty Limited Partnership
	9. If sold, to whom? Date sold

Personal Property Summary Schedule - Enter totals from page 2 or from an attached itemized list or depreciation schedule with original cost and date of acquisition.	Taxpayer's Estimate of Fair Market Value	Original Installed Cost	For Property Appraiser Use Only
10. Office furniture, office machines, and library	5,224	64,913	
11. EDP equipment, computers, and word processors			
12. Store, bar and lounge, and restaurant furniture, equipment, etc.	77,465	334,438	
13. Machinery and manufacturing equipment	59,892	554,783	
14. Farm, grove, and dairy equipment			
15. Professional, medical, dental, and laboratory equipment			
16. Hotel, motel, and apartment complex			
16a. Rental units (stove, refrigerator, furniture, drapes, and appliances)			
17. Mobile home attachments (carport, utility building, cabana, porch, etc.)			
18. Service station and bulk plant equipment (underground tanks, lifts, tools)			
19. Signs (billboard, pole, wall, portable, directional, etc.)			
20. Leasehold improvements - grouped by type, year of installation, and description			
21. Pollution control equipment			
22. Equipment owned by you but rented, leased or held by others			
23. Supplies not held for resale			
24. Other, specify:			
TOTAL PERSONAL PROPERTY	142,581	954,134	

I declare I have read this tax return and the accompanying schedules and statements. The facts in them are true. If prepared by someone other than the taxpayer, the preparer signing this return certifies that this declaration is based on all information he or she has knowledge of.

Signature taxpayer <i>Jennifer Chang</i>	Jennifer Chang Print name	Controller Title	3/26/13 Date	<input checked="" type="checkbox"/> \$25,000	Less Exemptions
Signature preparer	Print name	Preparer ID	Date	<input checked="" type="checkbox"/> Widowed	Taxable Value
Address	Phone			<input type="checkbox"/> Blind	Penalties
				<input type="checkbox"/> Total disability	
				<input type="checkbox"/> Other, specify:	
					Signature, deputy
					Date

Sign and date your return, send the original to the county property appraiser's office by April 1. Unsigned returns cannot be accepted by the appraiser's office. If you are entitled to a widow's, widower's, or disability exemption on personal property (not already claimed on real estate), consult your appraiser.

SCHEDULE IV
INTANGIBLE PERSONAL PROPERTY

Operating Permits and Licenses:

	Issuing Authority	Description	Location	License Number	Exp Date
		PERMITS			
1.	State of Florida, DBPR	Miami Pari-Mutuel Wagering Permit	Miami		
2.	State of Florida, DBPR	Ft. Pierce Pari-Mutuel Wagering Permit	Ft. Pierce		
3.	State of Florida, DBPR	Tampa Pari-Mutuel Permit	Tampa		
		LICENSES			
4.	St. of Florida, DBPR, PMW	FGC, Inc. dba Miami Jai-Alai PM License #273	Miami	273	June. 30, 2014
5.	St. of Florida, DBPR, PMW	" MJA cardroom license (28) tables #273	Miami	CR273	June. 30, 2014
6.	St. of Florida, DBPR, PMW	FGC, Inc. dba MJA slot machine operations license	Miami	SM273	May 11, 2014
7.	St. of Florida, DBPR, ABT	Alcohol License 4COP, dual Tobacco	Miami	L12030702678	Mar. 31, 2014
8.	St. of Florida, DBPR, ABT	Alcohol License 3M	Miami	L12030702679	Mar. 31, 2014
9.	Miami-Dade County	Local Business Tax 195 eating Est. Snack Bar 1	Miami	180652-1	Sept. 30, 2014
10.	Miami-Dade County	Local Business Tax 195 eating Est. Snack Bar 2	Miami	180653-9	Sept. 30, 2014
11.	Miami-Dade County	Local Business Tax 195 eating Est. Snack Bar 3	Miami	180657-6	Sept. 30, 2014
12.	Miami-Dade County	Local Business Tax 195 eating EST.Snack Bar 4	Miami	180658-8	Sept. 30, 2014
13.	Miami-Dade County	Local Business Tax 195 eating EST.Snack Bar 5	Miami	180659-6	Sept. 30, 2014
14.	Miami-Dade County	Local Business Tax 195 eating EST.Snack Bar 8	Miami	180663-8	Sept. 30, 2014
15.	Miami-Dade County	Local Business Tax 195 eating EST.Snack Bar 7	Miami	180662-0	Sept. 30, 2014
16.	Miami-Dade County	Local Business Tax 195 eating EST.Snack Bar 6	Miami	180660-4	Sept. 30, 2014

17.	Miami-Dade County	Local Business Tax 195 eating EST .rest	Miami	180665-3	Sept. 30, 2014
18.	Miami-Dade County	Local Business Tax 192 comm/ind/off 193899 sq"	Miami	505015-8	Sept. 30, 2014
19.	Miami-Dade County	Local Business Tax 208 Auditorium seating 4500	Miami	034381-4	Sept. 30, 2014
20.	St. of Fla., Div. of Hotels	Seating food service - bar	Miami	L12020400143	Oct. 1, 2014
21.	St. of Fla., Div. of Hotels	Seating food service - bar	Miami	L12020400144	Oct. 1, 2014
22.	City of Miami	Certificate of Use open areas parking	Miami	365350-168786	Dec. 31, 2014
23.	City of Miami	Certificate of Use food/beverage	Miami	365350-177533	Dec. 31, 2014
24.	City of Miami	Certificate of Use amus. Parks, frontons	Miami	365350-177533	Dec. 31, 2014
25.	City of Miami	Certificate of Use amus. Parks, frontons	Miami	365350-168822	Dec. 31, 2014
26.	City of Miami	Alarm Permit	Miami	88563	Sept. 30, 2014
27.	St. of Fla., Div. of Hotels		Miami	NOS2302815	Oct. 1, 2013
28.	St. of Fla., Div. of Hotels		Miami	SEA2317107	Oct. 1, 2013
29.	City of Miami	Jai-Alai or Pelota	Miami	365350-00127164	Sept. 30, 2014
30.	City of Miami	ATM permit	Miami	105861-0022	Sept. 30, 2014
31.	City of Miami	ATM permit	Miami	105861-0023	Sept. 30, 2014
32.	City of Miami	Cafeteria	Miami	105861-0016	Sept. 30, 2014
33.	City of Miami	Cafeteria	Miami	105861-0014	Sept. 30, 2014
34.	City of Miami	Cafeteria	Miami	105861-0011	Sept. 30, 2014
35.	City of Miami	Cafeteria	Miami	105861-0010	Sept. 30, 2014
36.	City of Miami	Cafeteria	Miami	105861-0009	Sept. 30, 2014
37.	City of Miami	ATM permit	Miami	105861-0021	Sept. 30, 2014
38.	City of Miami	ATM permit	Miami	105861-0020	Sept. 30, 2014
39.	City of Miami	ATM permit	Miami	105861-0019	Sept. 30, 2014
40.	City of Miami	ATM permit	Miami	105861-0018	Sept. 30, 2014
41.	City of Miami	Slot Machines	Miami	105861-0024	Sept. 30, 2014

42.	City of Miami	Cafeteria	Miami	105861-0001	Sep. 30, 2014
43.	City of Miami	Cafeteria	Miami	105861-0002	Sep. 30, 2014
44.	City of Miami	Cafeteria	Miami	105861-0003	Sep. 30, 2014
45.	City of Miami	Cafeteria	Miami	105861-0004	Sep. 30, 2014
46.	City of Miami	Cafeteria	Miami	105861-0008	Sep. 30, 2014
47.	City of Miami	Racing/Selling Pamphlets	Miami	105861-0006	Sep. 30, 2014
48.	City of Miami	Merchants Retail	Miami	105861-0005	Sep. 30, 2014
49.	State of FL Dept. of Health	Swimming Pool Spa Permit	Miami	13-60-00801	June 30, 2014
50.	Miami-Dade County Planning and Zoning	Class "C" Sign Permit	Miami	S200101003	Sept. 30, 2014
51.	St. of FL, DBPR	FGC dba Ft Pierce Jai-Alai pari-mutuel lic#278	Ft Pierce	278	June 30, 2014
52.	St. of FL, DBPR	" " FPIA cardroom license #cr278	Ft Pierce	cr278	June 30, 2014
53.	St. of FL, Div of Hotels	Food Service - Bar	Ft Pierce	L12030900360	Apr. 1, 2014
54.	St. of Fla.DBPR, ABT	Alcohol tobacco 12RT dual license	Ft Pierce	L12022202039	Mar. 31, 2014
55.	St. of Fla.DBPR, ABT	Alcohol tobacco R1PD dual license	Ft Pierce	111120601730	Mar. 31, 2014
56.	St Lucie County	Dancehall	Ft Pierce	7911-00900004	Sep. 30, 2014
57.	St. Lucie County	Misc Retail	Ft Pierce	5999-009000138	Sep. 30, 2014
58.	St. Lucie County	Restaurant	Ft Pierce	5812-009000035	Sep. 30, 2014
59.	City of Ft Pierce	coin op/game rm; 13ari-mutuel/poker room	Ft Pierce	13-00022071	Sep. 30, 2014

Trademarks:

1. Miami Jai-Alai, Registered on July 16, 1975, Doc. No. 915535, Expires on July 16, 2015
2. Tampa Jai-Alai, Registered on July 16, 1975, Doc. No. 915532, Expires on July 16, 2015

Domain Names:

[Http://www.casinomiami.net](http://www.casinomiami.net)
[Http://www.casinomiamijaijai.com](http://www.casinomiamijaijai.com)

[Http://www.fla-gaming.com](http://www.fla-gaming.com)
[Http://www.jaialai.net](http://www.jaialai.net)

SCHEDULE V
SURVEYS

All Surveys was included in the Intralinks data room created in connection with Seller's bankruptcy auction and Purchaser acknowledges receipt thereof.

SCHEDULE VI
OTHER ASSETS

- (i) Ford 1997 F150 pickup truck
- (ii) Accounts Receivable

SCHEDULE VII
EXCLUDED CONTRACTS

	Other Parties	Description	Contract Date	Exp Date	Amount
1.	Seller and Summit	Credit Agreement	25-Apr-11	The loans mature on April 25, 2016	Original principal balance of \$87,000,000
2.	Seller, Freedom Holding, Inc., Tara Club Estates, Inc., City National Bank of Miami, as trustee under Land Trust #5003471 dated January 1, 1979 and Summit	Pledge and Security Agreement	25-Apr-11		
3.	Summit	Transaction Fee Letter	25-Apr-11		
4.	Summit	Agent Fee Letter	25-Apr-11		
5.	Seller, as guarantor, and Summit	Warrant Agreement	25-Apr-11		
6.	Summit and Wells Fargo Bank, N.A.	Deposit Account Control Agreement (Access Restricted Immediately)	25-Apr-11		
7.	Summit and Wells Fargo Bank, N.A.	Deposit Account Control Agreement (Access Restricted After Notice)	25-Apr-11		
8.	Summit	Disbursement Agreement	25-Apr-11		
9.	Summit	Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing	25-Apr-11		
10.	Summit	Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing	25-Apr-11		

11.	Seller and Summit	Assignment of Construction and Development Documents	25-Apr-11		
12.	Summit	Environmental Indemnity			
13.	Miami Casino Management, LLC	Management Agreement	25-Apr-11	3 years after opening of the casino	
14.	Miami Casino Management, LLC, Seller and Summit	Management Fee Subordination Agreement	25-Apr-11	25-Apr-16	
15.	Florida Lemark Corporation	Construction Agreement	25-Apr-11		\$0.00
16.	Florida Lemark Corp., Construct Design, Inc., and Seller	Promissory Note, dated December 9, 2010, as modified by that Amendment and Restatement, Assignment and Assumption Agreement, dated as of April 25, 2011	9-Dec-10 and 25-Apr-11	25-Apr-16	\$1,106,598.85 (as of 10/1); interest being paid in kind
17.	Summit	Collateral Assignment of Beneficial Interest under Land Trust Agreement	25-Apr-11		
18.	City National Bank of Miami, as trustee under Land Trust #5003471 dated January 1, 1979 and Summit	Collateral Assignment of Settlement Agreement Documents	25-Apr-11		
19.	Seller and Summit	Agreement regarding Management Rights	15-Apr-11		
20.	Innovation Capital, LLC	Financial Advisory Engagement	1-Oct-10	1-Oct-11	
21.	Innovation Capital, LLC	Financial Advisory Engagement	3-May-11	3-May-13	
22.	Miami Gaming Ventures, L.L.C.	Compensation Agreement	21-Jan-08	1-Mar-14	
23.	Miami Gaming Ventures, L.L.C.	Amendment to Compensation Agreement	2-Jan-12	1-Mar-14	
24.	Miami Gaming Ventures, L.L.C.	Consulting Agreement	2-Jan-12	2-Jan-14	\$5,000 per month
25.	W. Bennett Collett, Jr.	Employment Agreement	25-Apr-11		

26.	Daniel J. Licciardi	Employment Agreement	25-Apr-11		
27.	Miami-Dade County, Florida	Promissory Note in the face amount of \$3,013,586.10	Mar. 27, 2009	Apr. 1, 2024	See Amortization schedule attached to the Note
28.	Miami-Dade County, Florida	Mortgage and Security Agreement to Miami-Dade County, Florida, recorded in Book 26817, Page 2713.	Apr. 6, 2009		
29.	Miami-Dade County, Florida	Promissory Note in the face amount of \$12,054,344.00	Jun. 17, 2011	Jun. 15, 2026	See Amortization Schedule attached to the Note
30.	Miami-Dade County, Florida	Mortgage and Security Agreement to Miami-Dade County, Florida, recorded in Book 27728 at Page 1880	Jun. 17, 2011		
31.	City National Bank of Florida	Land Trust Agreement, as assigned	Jan. 3, 1972 and assigned on Dec. 31, 1996		

SCHEDULE IX
PREPAID DEPOSITS AND EXPENSES

1. All prepaid utility deposits, including, without limitation:

- a. \$135,205 to Florida Power & Light (Miami)
- b. \$6,000 to Florida Power & Light (Ft. Pierce)
- c. \$17,600 to water and sewer (Miami)
- d. \$5,508 to parking
- e. \$3,284 to Florida City Gas

2. Prepaid expenses for the following Included Contracts:

Glory (U.S.A.) Inc.	Service -Ticket Redemption Units	Miami	Apr. 9, 2012	Apr. 20, 2014 (renews automatically)	\$27,146.80	Annual
Cummins_Allis on Corp.	Service Currency Counting Equipment	Miami	May 1, 2012	Apr. 30, 2014 (then month to month)	\$16,784.01	Annual

3. The following prepaid deposits:

- a. \$4,000 to Southeast Beverage (Miami)
- b. \$600 to JJ Taylor Liquor (Ft. Pierce)

SCHEDULE X
ORDINARY COURSE PAYABLES

ORDINARY COURSE PAYABLES SCHEDULE

March 17, 2014

As required by the Asset Purchase Agreement (the "APA") by and between Silvermark LLC, Florida Gaming Centers, Inc. and Florida Gaming Corporation (solely with respect to Sections 1.01(a), 4.12, 4.13 and 13.15) dated as of December 17, 2013, the following schedule sets forth the amount and description of the Ordinary Course Payables that will be assumed by Purchaser at Closing. Defined terms used in this Schedule and not otherwise defined have the meanings ascribed to them in the APA.

Ordinary Course Payables to be assumed totals \$2,101,284.29

Below is an itemized list of the Ordinary Course Payables to be assumed by Purchaser and paid at Closing, indicating the vendor, the amount payable as of the Petition Date, and the source from which each amount was derived:

Vendor	Amount	Derived From
A1 Fire & Security LLC	252.19	Seller's Pre-Petition Payable Records
AGS Partners, LLC	228,312.00	Proof of Claim # 29
Aitzol Erkiaga	0	Seller's Pre-Petition Payable Records
All Mobile Video	200.00	Seller's Pre-Petition Payable Records
Allen, Norton & Blue, P.A.	8,760.00	Seller's Pre-Petition Payable Records
Allstate Insurance Company	0	Seller's Pre-Petition Payable Records
Altman Brothers, LLC	225.00	Seller's Pre-Petition Payable Records
American Gaming & Electronic	549.56	Seller's Pre-Petition Payable Records
Amtote International, Inc.	988.83	Seller's Pre-Petition Payable Records
Ante Up Publishing	500.00	Schedule F
Apple Financial Services	144.52	Seller's Pre-Petition Payable Records
Aquatic Vegetation Control, Inc.	222.60	Seller's Pre-Petition Payable Records
Arctica Ice Cream	204.00	Seller's Pre-Petition Payable Records
Aristocrat Technologies, Inc.	54,566.85	Proof of Claim # 21
Ascom Hasler/GE Cap Prog	0	Seller's Pre-Petition Payable Records
AT&T	0	Seller's Pre-Petition Payable Records
AT&T	0	Seller's Pre-Petition Payable Records
Aware Digital	32,100.57	Seller's Pre-Petition Payable Records
B.R.P. Entertainment	0	Seller's Pre-Petition Payable Records
Bally Technologies	27,334.49	Schedule F
Benat Flores	0	Seller's Pre-Petition Payable Records
Betty Bu Party Rentals	153.40	Seller's Pre-Petition Payable Records
Big Apple Pizza & Pasta	1,048.00	Seller's Pre-Petition Payable Records
Bottling Group, LLC	6,311.25	Proof of Claim # 10
Brink's Incorporated	3,738.00	Proof of Claim # 22
Broadridge ICA	3,000.00	Proof of Claim # 11
Broward-Nelson Fountain Service	130.01	Seller's Pre-Petition Payable Records

Calder Race Course	6,803.35	Seller's Pre-Petition Payable Records
Casino Café, Inc.	614.15	Seller's Pre-Petition Payable Records
Cheney Brothers, Inc.	3,465.25	Seller's Pre-Petition Payable Records
Cisco Systems Capital Corp.	1,560.15	Schedule F
CIT Technology Financial Services	24,703.63	Proof of Claim #44
City Electric Supply Company	120.62	Seller's Pre-Petition Payable Records
City Maintenance Supply	556.07	Seller's Pre-Petition Payable Records
City of Miami	4,458.00	Seller's Pre-Petition Payable Records
Coke's Stationers	285.20	Seller's Pre-Petition Payable Records
Comcast	0	Seller's Pre-Petition Payable Records
Commercial Flooring Solutions	3,562.00	Seller's Pre-Petition Payable Records
Crystal Springs Water Co.	1,820.09	Schedule F
Dade Paper & Bag Co.	709.06	Seller's Pre-Petition Payable Records
Dadeland Pool	1,920.00	Seller's Pre-Petition Payable Records
Dahta Design Construction Co.	300.00	Seller's Pre-Petition Payable Records
Daily Racing Form, LLC	8,784.44	Schedule F
Daily Racing Form, LLC	508.80	Seller's Pre-Petition Payable Records
Dania Jai-Alai	9,508.99	Schedule F
Dania Jai-Alai	53,117.42	Schedule F
Dayron Alonso	0	Seller's Pre-Petition Payable Records
Daytona Beach Kennel Club	2,247.27	Schedule F
Derby Lane	1,583.16	Seller's Pre-Petition Payable Records
Deskarga Productions	0	Seller's Pre-Petition Payable Records
Digideal Corporation	2,120.00	Seller's Pre-Petition Payable Records
DirecTV	0	Seller's Pre-Petition Payable Records
Disb	0	Seller's Pre-Petition Payable Records
Douglas Orr Plumbing, Inc.	344.00	Seller's Pre-Petition Payable Records
Dynamic Advertising and Design	650.00	Seller's Pre-Petition Payable Records
Eagle Brands Sales	0	Seller's Pre-Petition Payable Records
Earthlink, Inc.	467.75	Proof of Claim # 18
Economy Chemical Co., Inc.	619.98	Seller's Pre-Petition Payable Records
Edmunds Direct Mail, Inc.	45,345.68	Schedule F
Elan Group Inc.	0	Seller's Pre-Petition Payable Records
Euro Off-Track	5,574.74	Seller's Pre-Petition Payable Records
Euro Off-Track	3,080.20	Seller's Pre-Petition Payable Records
FedEx	1,587.23	Proof of Claim # 14
Ferrin Signs	500.00	Seller's Pre-Petition Payable Records
Flagler Dogs	12,639.86	Seller's Pre-Petition Payable Records
Flagler Race-Outs Purged	780.61	Seller's Pre-Petition Payable Records
Florida City Gas	2,125.71	Proof of Claim # 9
Florida Legislative Consultant	0	Seller's Pre-Petition Payable Records
Florida Lemark Corporation	12,123.00	Schedule F
Florida Power and Light	69,769.39	Schedule F
Florida Power and Light	8,770.56	Proof of Claim #24
Florida Workers Com JUA Inc.	0	Seller's Pre-Petition Payable Records

Ft. Pierce Utilities Authority	2,939.56	Schedule F
General Electric Capital Corporation	15,341.41	Proof of Claim # 19
Gold Coast Beverage Dist. Inc.	0	Seller's Pre-Petition Payable Records
Gordon Food Service, Inc.	9,057.75	Proof of Claim # 12
Graphic Controls	9,453.14	Seller's Pre-Petition Payable Records
Gulfstream Park	51,100.12	Schedule F
Home Depot Credit Services	4,901.55	Schedule F
Hospitality Purchasing	1,887.07	Seller's Pre-Petition Payable Records
Housner Office Supplies	402.34	Seller's Pre-Petition Payable Records
Housner Office Supplies	3,446.13	Seller's Pre-Petition Payable Records
HR Direct	192.49	Seller's Pre-Petition Payable Records
IGT - Eastern Operating #774028	50,191.69	Proof of Claim # 5
Inaki Osa	0	Seller's Pre-Petition Payable Records
Indentisys Inc.	3,746.87	Proof of Claim # 8
International Sound Corp	208,420.64	Proof of Claim # 27
International Union UAW Local 8868	21,935.00	Proof of Claim # 43
IPFS Corporation	0	Seller's Pre-Petition Payable Records
Jacksonville Greyhound Racing	4,013.90	Seller's Pre-Petition Payable Records
JJ Taylor Distributing Florida, Inc.	0	Seller's Pre-Petition Payable Records
Julian Guisasola	1,725.00	Schedule F
Kasper Electrical, Inc.	316.00	Seller's Pre-Petition Payable Records
Konica Minolta	1,041.76	Seller's Pre-Petition Payable Records
Konica Minolta Business Solution	1,771.77	Seller's Pre-Petition Payable Records
Konica Minolta Premier Finance	952.30	Seller's Pre-Petition Payable Records
Law Offices of Thomas J. Palmieri	7,398.50	Proof of Claim # 16
Lewiston Raceways	5,889.70	Schedule F
Loomis	2,329.40	Proof of Claim # 7
Manulife Financial (USA)	0	Seller's Pre-Petition Payable Records
Matty's Sports	1,141.99	Seller's Pre-Petition Payable Records
Miami Bar & Restaurant Supplies	1,519.89	Seller's Pre-Petition Payable Records
Miami Signs Corp	3,434.77	Seller's Pre-Petition Payable Records
Miami-Dade Aviation Department	65,244.60	Seller's Pre-Petition Payable Records
	326,994.02	
Miami-Dade Police Dept.	28,343.02	Schedule F
Micros Systems, Inc.	1,948.27	Proof of Claim # 2
Moseley Outdoor Advertising	1,200.00	Seller's Pre-Petition Payable Records
MZM Productions, Inc.	1,500.00	Seller's Pre-Petition Payable Records
Naples KC	8,566.48	Schedule F
NASARIN	804.23	Seller's Pre-Petition Payable Records
NASRIN	1,391.38	Seller's Pre-Petition Payable Records
Newport Grand, LLC	5,014.41	Proof of Claim # 13
Nice & Quick Cleaners Corp	526.90	Seller's Pre-Petition Payable Records
Oceanside Communications, Inc.	112.50	Seller's Pre-Petition Payable Records
Office Depot Credit Plan	454.61	Seller's Pre-Petition Payable Records
Onlineracing	3,663.96	Seller's Pre-Petition Payable Records

Orkin LLC	984.44	Seller's Pre-Petition Payable Records
Otis Elevator Company	5,879.88	Proof of Claim # 3
Otis Elevator Company	3,568.50	Proof of Claim # 6
Palm Beach Kennel Club	56,286.45	Schedule F
Pancar Industrial Supply	2,494.46	Schedule F
Paula Murillo	0	Seller's Pre-Petition Payable Records
Pepsi-Cola	0	Noted as Bottling Group LLC above
Pepsi-Cola Company	0	" " "
Praxair Distribution SE, LLC	364.51	Seller's Pre-Petition Payable Records
Public Storage	0	Seller's Pre-Petition Payable Records
Purchase Power	1.80	Seller's Pre-Petition Payable Records
Republic National Distributing	0	Seller's Pre-Petition Payable Records
Rex Chemical Corp	209.58	Seller's Pre-Petition Payable Records
Roberts Communications Network	87,645.61	Proof of Claim # 4
Robinson & Associates Inc.	1373.48	Seller's Pre-Petition Payable Records
Rolando Jimenez	0	Seller's Pre-Petition Payable Records
Rowland Coffee Roasters	818.40	Seller's Pre-Petition Payable Records
Royal Cool Air Conditioning, Inc.	6,180.36	Seller's Pre-Petition Payable Records
Ruben Gonzalez	0	Seller's Pre-Petition Payable Records
Seat Masters Investment Corp.	4,531.45	Schedule F
Secure-Tek Systems Corp	75.00	Seller's Pre-Petition Payable Records
SFM Landscape Services, LLC	23,715.56	Proof of Claim # 37
SHFL Entertainment	66,767.37	Schedule F
Sirely Uniforms	5,554.31	Seller's Pre-Petition Payable Records
Southern Eagle Distributing, Inc.	0	Seller's Pre-Petition Payable Records
Southern Landscaping & Lawns	2,200.00	Schedule F
Specialty House of Creation, Inc.	11,050.00	Proof of Claim # 17
Sportech, Inc.	23,280.91	Schedule F
Sportech, Inc.	34,538.89	Schedule F
St. John's	1,723.50	Seller's Pre-Petition Payable Records
St. Petersburg Kennel Club	7,294.29	Seller's Pre-Petition Payable Records
Sunshine Cleaning Contractors	2,322.97	Schedule F
Suzo-Happ Group	160.43	Seller's Pre-Petition Payable Records
Swisher	602.32	Seller's Pre-Petition Payable Records
Sysco South Florida, Inc.	2,320.54	Seller's Pre-Petition Payable Records
Talent Ventures, LLC	0	Seller's Pre-Petition Payable Records
Tampa Bay Down	130,348.48	Proof of Claim # 30
Tampa Bay Down	28,328.69	Proof of Claim # 31
Tampa Bay Down	8,175.01	Proof of Claim # 32
The New York Racing Assoc.	250.00	Seller's Pre-Petition Payable Records
The Weeks-Lerman Group, LLC	900.41	Proof of Claim # 15
Thyssenkrupp Elevator	1,024.54	Seller's Pre-Petition Payable Records
Total Compliance Network, Inc.	980.00	Seller's Pre-Petition Payable Records
UGM Enterprises	52,361.05	Seller's Pre-Petition Payable Records
Waste Management of Dade County	3,015.70	Proof of Claim # 23

Wipeout Pests & Termites, Inc.	276.91	Seller's Pre-Petition Payable Records
YP	318.99	Seller's Pre-Petition Payable Records
ZAP Logistics	14.51	Seller's Pre-Petition Payable Records
Zee Medical Inc.	117.91	Seller's Pre-Petition Payable Records
Zep Sales & Service	1,044.33	Seller's Pre-Petition Payable Records
Zuma & Sons Distributors	0	Seller's Pre-Petition Payable Records
Zuma & Sons Distributors	0	Seller's Pre-Petition Payable Records

The parties hereby agree that this Ordinary Course Payables Schedule shall be incorporated into and made a part of the APA.

[Signature page follows]

IN WITNESS WHEREOF, this Ordinary Course Payables Schedule has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

“PURCHASER”:

SILVERMARK LLC,
a Delaware limited liability Seller

By: _____
Name: _____
Title: _____

“SELLER”:

FLORIDA GAMING CENTERS, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

“PARENT”:

FLORIDA GAMING CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

SCHEDULE 1.09
CASH ON HAND CALCULATION

Cash on Hand will be equal to the sum of the following:

- **Cage Cash – Miami and Ft Pierce** – comprised of ending cage cash balance as of close of business on the Closing Date.
- **Cash in Transit (to bank) – Miami and Ft Pierce** – comprised of deposits awaiting credit at the bank as of close of business on the Closing Date
- **Cash in TRU's – Miami** – comprised of ending balance as of close of business on the Closing Date
- **Cash in Slot Machines – Miami** – comprised of 100% of amount counted as of 9:00am on Closing Date **plus** 50% of amount counted as of 9:00am on day after Closing Date (half of slot machines counted each day)
- **Cash in Bank Accounts – Miami and Ft Pierce** - comprised of ending balances, including total pending checks issued but not cleared, as of close of business on the Closing Date

By way of example, if the Closing Date were December 23, 2013, Cash on Hand would total \$3, 550,886.09, calculated as follows:

Cage cash: (ending cash in cage balance as of close of business)	\$ 1,094,144.18
Cash in Transit: (deposits picked up from CMJA and waiting credit at the bank)	\$ 403,028.00
Cash in TRU's (balance calculated at end of day)	\$ 432,148.83
Cash in Slot Machines: (1/2 floor counted from previous day as of 9 AM)	\$ 795,549.00

\$ 400,000.00

 estimated

(remaining 1/2
counted 24 hours later;
by convention 50% pre
sale, 50% post)

**Cash in Bank
Accounts**

\$ 426,016.08

(total pending
checks issues but not
cleared)

Total:

\$ 3,550,886.09

Cage	Cash	
Breakdown		
Miami	Main Bank	\$ 856,029.48
	Poker	\$ 92,811.00
	PariMutuels	\$ 41,567.70
Ft Pierce		
	Poker	\$ 46,783.00
	PariMutuels	\$ 56,953.00

SCHEDULE 2.01(a)
CORPORATE MATTERS

<u>Party</u>	<u>Jurisdiction</u>	<u>Fictitious Names</u>
Florida Gaming Centers, Inc.	Florida	Fort Pierce Jai-Alai, Miami Jai-Alai, Summer Jai-Alai, Casino Miami Jai-Alai, Casino Miami

SCHEDULE 2.01(c)
OWNERSHIP OF ASSETS

1. All of the Liens listed on Schedule B, Section II of that certain Commitment for Title Insurance by Commonwealth Land Title Insurance Company dated effective as of July 15, 2013 at 8:00 a.m. (as to St. Lucie) and June 23, 2013 at 8:00 a.m. (as to Miami) (the "Title Commitment") and any and all Liens arising thereafter.

2. All Liens relating to the sprinkler system at the Miami facility.

SCHEDULE 2.03(b)
SELLER -APPROVAL,
CONSENT/CONFLICTS

1. Summit Loan and Security Agreements.
2. Mortgage and Security Agreement, dated as of March 27, 2009, among Seller, City National Bank of Florida, and Miami-Dade County.
3. Mortgage and Security Agreement, dated as of June 17, 2011, among Seller, City National Bank of Florida, and Miami-Dade County.
4. Food Services Management Agreement, dated November 2011, between Casino Café, Inc. and Seller.
5. The Licenses and all other Intangible Personal Property described in Schedule IV to the Agreement.

SCHEDULE 2.06(b)
INDEBTEDNESS

In addition to all payables listed on the attached and Indebtedness under the Included Contracts set forth on Schedule II, the following Indebtedness:

	Borrower	Lender	Issuance Date	Maturity Date	Initial Principal Balance	Approximate Balance (as of 12/23/13)	Default? Y/N
1.	Seller	Summit Lenders	April 25, 2011	April 25, 2016	\$87,000,000.00	\$128,000,000	Y ²
2.	Seller	Miami-Dade County, Florida	April 1, 2009	April 1, 2024	\$3,013,586.00	\$2,421,921.79	Y ³
3.	Seller	Miami-Dade County, Florida	June 17, 2011	June 15, 2026	\$12,054,344.00	\$12,602,366.70 ⁴	Y ⁵
4.	Florida Gaming Corporation*	Miami Gaming Ventures, L.L.C.	January 21, 2008, as amended on January 2, 2012	March 1, 2014	\$480,000.00	\$420,000.00	Y ⁶

*The promissory note referenced in Item 4 is made by Florida Gaming Corporation but Seller receives the benefit of the agreement with Miami Gaming Ventures, L.L.C. It is listed on the Creditor Schedule.

² The Company failed to make its first principal payment when due in addition to violating several other provisions of the Summit Loan and Security Agreements.

³ The Company defaulted when it filed for bankruptcy.

⁴ This figure is the sum of the outstanding principal and interest balance of \$11,349,009.34 plus overdue principal and interest of \$1,229,277.59 plus estimated delinquency charges of \$24,079.77.

⁵ The Company failed to make the lump sum payment due in January 2012 when the Company began its slot operations as required under the promissory note because the Company was in negotiations with Miami-Dade County regarding the value of the parcel financed with this loan. The purchase price of the parcel was in part based on Miami-Dade County being able to close 37th Ave. within 6 months. Miami-Dade County has now told the Company that it will need 2 years in order to close 37th Ave. Miami-Dade County has not demanded payment of this lump sum due to the ongoing negotiations.

⁶ The Company failed to make its monthly payment when due under the compensation agreement.

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9/1/2013	IN	2477	10/1/2013	0.00	0.00	830.22	830.22	830.22	830.22
9/1/2013	IN	2479	10/1/2013	15,837.00	15,837.00	250.00	250.00	250.00	250.00
9/1/2013	IN	2480	10/1/2013	15,837.00	15,837.00	2,454.00	2,454.00	2,454.00	2,454.00
9/1/2013	IN	2502	10/1/2013	15,837.00	15,837.00	1,725.81	1,725.81	1,725.81	1,725.81
10/1/2013	IN	2478	#####	1,228.00	1,228.00	70.00	70.00	70.00	70.00
10/1/2013	IN	2545	#####	500.00	500.00	500.00	500.00	500.00	500.00
10/1/2013	IN	2600	#####	551.00	551.00	551.00	551.00	551.00	551.00
10/1/2013	IN	2718	#####	107.00	107.00	107.00	107.00	107.00	107.00
Vendor Total:				0.00	0.00	5,260.03	5,260.03	6,488.03	6,488.03
Vendor No.:	JOND1			Vendor Name:	DAVID JONAS				
11/30/2013	IN	113013	12/7/2013	15,837.00	15,837.00	0.00	0.00	0.00	15,837.00
Vendor Total:				15,837.00	15,837.00	0.00	0.00	0.00	15,837.00
Vendor No.:	KAP01			Vendor Name:	KAPILA & COMPANY				
8/31/2013	IN	97180	9/10/2013	0.00	0.00	533.12	533.12	533.12	533.12
9/30/2013	IN	97181	#####	0.00	0.00	8,414.32	8,414.32	8,414.32	8,414.32
10/31/2013	IN	97182	#####	2,105.01	2,105.01	2,105.01	2,105.01	2,105.01	2,105.01
Vendor Total:				0.00	2,105.01	8,414.32	8,414.32	11,052.45	11,052.45
Vendor No.:	MIA03			Vendor Name:	MIAMI GAMING VENTURES, LLC.				
6/1/2012	IN	04/24	7/1/2012	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
7/2/2012	IN	05/24	8/1/2012	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
8/1/2012	IN	06/24	8/31/2012	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
9/3/2012	IN	07/24	10/3/2012	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
10/1/2012	IN	08/24	#####	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
11/1/2012	IN	09/24	12/1/2012	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
12/1/2012	IN	010/24	#####	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
12/1/2012	IN	10/24	#####	0.00	0.00	5,000.00	5,000.00	5,000.00	5,000.00
1/2/2013	IN	011/24	2/1/2013	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
1/2/2013	IN	11/24	2/1/2013	0.00	0.00	5,000.00	5,000.00	5,000.00	5,000.00
2/1/2013	IN	012/24	3/3/2013	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
2/1/2013	IN	12/24	3/3/2013	0.00	0.00	5,000.00	5,000.00	5,000.00	5,000.00
3/1/2013	IN	012/24 - MAR/13	3/31/2013	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
3/1/2013	IN	12/24 - MAR/13	3/31/2013	0.00	0.00	5,000.00	5,000.00	5,000.00	5,000.00
4/1/2013	IN	014/24	5/1/2013	0.00	0.00	20,000.00	20,000.00	20,000.00	20,000.00
4/1/2013	IN	14/24	5/1/2013	0.00	0.00	5,000.00	5,000.00	5,000.00	5,000.00
5/1/2013	IN	15/24	5/31/2013	0.00	0.00	5,000.00	5,000.00	5,000.00	5,000.00
8/1/2013	IN	18/24	8/31/2013	0.00	0.00	5,000.00	5,000.00	5,000.00	5,000.00
Vendor Total:				0.00	0.00	0.00	0.00	255,000.00	255,000.00
Vendor No.:	MIA05			Vendor Name:	MIAMI-DADE AVIATION DEPARTMENT Fil				

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6/19/2012	IN	12215260	7/19/2012	10,350.99	10,350.99	10,350.99
7/18/2012	IN	12217477	8/17/2012	11,645.05	11,645.05	11,645.05
9/18/2012	IN	12221939	#####	13,715.49	13,715.49	13,715.49
12/17/2012	IN	12228971	1/16/2013	14,087.02	14,087.02	14,087.02
3/14/2013	IN	13235506	4/13/2013	1,112.57	1,112.57	1,112.57
4/9/2013	IN	13237700	5/9/2013	868.34	868.34	868.34
5/17/2013	IN	13240381	6/16/2013	509.38	509.38	509.38
8/15/2013	IN	13246927	9/14/2013	12,955.76	12,955.76	12,955.76
10/16/2013	IN	13251505	#####	10,469.29	10,469.29	10,469.29
11/18/2013	IN	13254031	#####	52.76	52.76	52.76
Vendor Total:				0.00	10,469.29	75,766.65

Vendor Name: MIAMI-DADE AVIATION DEPARTMENT FII

Vendor No.:	MIA17					
8/10/2012	IN	12219389	9/9/2012	12,087.51	12,087.51	12,087.51
10/18/2012	IN	12224367	#####	13,598.63	13,598.63	13,598.63
11/20/2012	IN	12226691	#####	14,583.75	14,583.75	14,583.75
1/16/2013	IN	13231149	2/15/2013	14,638.01	14,638.01	14,638.01
2/14/2013	IN	13232727	3/16/2013	14,638.01	14,638.01	14,638.01
3/14/2013	IN	13235507	4/13/2013	12,279.64	12,279.64	12,279.64
4/9/2013	IN	13237701	5/9/2013	12,684.43	12,684.43	12,684.43
5/17/2013	IN	13240382	6/16/2013	12,404.78	12,404.78	12,404.78
7/1/2013	IN	13242898	7/31/2013	110,039.63	110,039.63	110,039.63
8/1/2013	IN	13245270	8/31/2013	110,039.63	110,039.63	110,039.63
9/17/2013	IN	13249911	#####	11,632.27	11,632.27	11,632.27
Vendor Total:				0.00	0.00	338,626.29

Vendor Name: MORRISON BROWN ARGIZ & FARRA, LLC

Vendor No.:	MOR03					
10/15/2013	IN	459021	15,000.00	15,000.00	15,000.00	
Vendor Total:				0.00	0.00	15,000.00

Vendor Name: PHILADELPHIA INSURANCE COMPANIES

Vendor No.:	PHI01					
10/2/2013	IN	100213	26,774.00	26,774.00	26,774.00	
Vendor Total:				0.00	0.00	26,774.00

Vendor Name: SALAZAR JACKSON, LLP

Vendor No.:	SAL02					
9/1/2013	IN	1202	20,788.10	20,788.10	20,788.10	
10/1/2013	IN	1200	32,609.70	32,609.70	32,609.70	
11/1/2013	IN	1201	18,751.80	18,751.80	18,751.80	
Vendor Total:				0.00	0.00	72,149.60

CENTER Totals:				15,837.00	107,140.01	972,019.28
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Vendor No.:	Vendor Name:	Vendor Total:	0.00	0.00	6,803.35	6,803.35	6,803.35
7/25/2013	IN CJT01	Vendor Total:	8/24/2013	0.00	120.62	120.62	120.62
	PSU/127359			0.00	120.62	120.62	120.62
Vendor No.:	Vendor Name:	Vendor Total:					
8/13/2013	IN COK01	Vendor Total:	9/12/2013	0.00	204.69	204.69	204.69
8/16/2013	IN 040538		9/15/2013	0.00	80.51	80.51	80.51
11/15/2013	IN 040540		#####	25.54	25.54	25.54	25.54
8/10/2013	IN DAD02	Vendor Total:	8/10/2013	0.00	709.06	709.06	709.06
7/31/2013	IN 545413			0.00	709.06	709.06	709.06
Vendor No.:	Vendor Name:	Vendor Total:					
7/7/2013	IN DAI02-FTP	Vendor Total:	7/14/2013	0.00	120.00	120.00	120.00
7/14/2013	IN SOI1769		7/21/2013	0.00	944.35	944.35	944.35
7/14/2013	IN NS274		7/21/2013	0.00	754.85	754.85	754.85
7/14/2013	IN NS454		7/14/2013	0.00	-823.50	-823.50	-823.50
7/14/2013	C SOI1779		7/28/2013	0.00	944.35	944.35	944.35
7/21/2013	IN NS527		7/28/2013	0.00	776.75	776.75	776.75
7/21/2013	IN NS640		7/28/2013	0.00	120.00	120.00	120.00
7/21/2013	IN SOI1794		8/4/2013	0.00	748.00	748.00	748.00
7/28/2013	IN NS1052		8/4/2013	0.00	1,007.45	1,007.45	1,007.45
7/28/2013	IN NS709		7/28/2013	0.00	-1,063.70	-1,063.70	-1,063.70
7/28/2013	C SOI1804		8/11/2013	0.00	1,007.45	1,007.45	1,007.45
8/4/2013	IN NS1175		8/11/2013	0.00	736.40	736.40	736.40
8/4/2013	IN NS1296		8/11/2013	0.00	240.00	240.00	240.00
8/4/2013	IN SOI1884		8/18/2013	0.00	1,007.45	1,007.45	1,007.45
8/11/2013	IN NS1369		8/18/2013	0.00	767.40	767.40	767.40
8/11/2013	IN NS1621		8/11/2013	0.00	-1,055.83	-1,055.83	-1,055.83
8/11/2013	C SOI1964		8/25/2013	0.00	1,007.45	1,007.45	1,007.45
8/18/2013	IN NS1762		8/25/2013	0.00	756.80	756.80	756.80
8/18/2013	IN NS1921		8/18/2013	0.00	-458.39	-458.39	-458.39
8/18/2013	C SOI2313		9/1/2013	0.00	1,007.45	1,007.45	1,007.45
8/25/2013	IN NS2126		9/1/2013	0.00	736.80	736.80	736.80
8/25/2013	IN NS2189		8/25/2013	0.00	-497.09	-497.09	-497.09
8/25/2013	C SOI2480		#####	944.35	944.35	944.35	944.35
11/10/2013	IN NS5228		#####	687.70	687.70	687.70	687.70
11/10/2013	IN NS5348		#####	-212.31	-212.31	-212.31	-212.31
11/10/2013	C SOI5299						

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11/17/2013	IN	NS5582	#####	0.00	3,248.67	0.00	0.00	8,784.44	12,033.11	1,007.45	1,007.45
11/17/2013	IN	NS5604	#####							766.90	766.90
11/17/2013	C	SO16625	#####							-1,729.57	-1,729.57
11/24/2013	IN	NS5806	12/1/2013							944.35	944.35
11/24/2013	IN	NS5927	12/1/2013							719.80	719.80
11/24/2013	IN	SO15872	12/1/2013							120.00	120.00
Vendor Total:				0.00	3,248.67	0.00	0.00	8,784.44	12,033.11	1,007.45	1,007.45

Vendor No.:				DANIA JAI-ALAI							
5/25/2013	C	DAN01	5/25/2013							-432.51	-432.51
5/30/2013	IN	053013	5/29/2013							357.52	357.52
6/6/2013	IN	080613	7/6/2013							746.51	746.51
6/13/2013	IN	061313	7/13/2013							873.17	873.17
6/20/2013	C	062013	6/20/2013							-449.76	-449.76
6/27/2013	IN	062713	7/27/2013							879.36	879.36
7/7/2013	IN	070713	8/6/2013							978.43	978.43
7/14/2013	IN	071413	8/13/2013							500.35	500.35
7/21/2013	IN	072113	8/20/2013							2,000.22	2,000.22
7/27/2013	IN	072713	8/26/2013							1,679.42	1,679.42
11/30/2013	C	113013	#####							-554.37	-554.37
Vendor Total:				0.00	0.00	0.00	0.00	7,132.71	7,132.71	539.25	539.25

Vendor No.:				DAYTONA BEACH KENNEL CLUB							
6/30/2013	IN	JAN-DEC/12 OUTS	7/30/2013							539.25	539.25
8/3/2013	IN	080313	9/2/2013							1,016.64	1,016.64
8/10/2013	IN	081013	9/9/2013							472.49	472.49
8/18/2013	IN	081613	9/17/2013							304.51	304.51
8/19/2013	C	081913	8/19/2013							-85.62	-85.62
10/31/2013	C	103113	#####							-46.43	-46.43
11/2/2013	C	110213	11/2/2013							-573.69	-573.69
11/9/2013	C	110913	11/9/2013							-1,191.97	-1,191.97
11/16/2013	IN	111613	#####							65.46	65.46
11/23/2013	IN	112313	#####							80.26	80.26
11/30/2013	IN	113013	#####							1,687.58	1,687.58
Vendor Total:				0.00	0.00	0.00	0.00	2,247.27	580.90	2,268.48	2,268.48

Vendor No.:				DELTACOM 1058							
7/1/2013	IN	070113	7/31/2013							174.72	174.72
8/1/2013	IN	080113	8/31/2013							187.23	187.23
Vendor Total:				0.00	0.00	0.00	0.00	361.95	361.95	361.95	361.95

Vendor No.:				DERBY LANE							
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Vendor No.:	IN	JAN-DEC/12 OUTS	7/30/2013	0.00	0.00	0.00	1,583.16	1,583.16	1,583.16
DIS01									
11/17/2013	IN	111713	12/2/2013	201.64	0.00	0.00	201.64	201.64	201.64
Vendor Total:				201.64	0.00	0.00	201.64	201.64	201.64
Vendor No.:									
ECO01									
7/30/2013	IN	266812	8/29/2013				239.25	239.25	239.25
8/9/2013	IN	266971	9/7/2013				181.18	181.18	181.18
8/14/2013	IN	267079	9/13/2013				199.55	199.55	199.55
11/20/2013	IN	268728	#####	453.56			453.56	453.56	453.56
Vendor Total:				453.56	0.00	0.00	619.98	1,073.54	1,073.54
Vendor No.:									
EUR01									
8/31/2010	IN	JUN/AUG10	9/30/2010				5,574.74	5,574.74	5,574.74
Vendor Total:				0.00	0.00	0.00	5,574.74	5,574.74	5,574.74
Vendor No.:									
FED01-FTP									
8/27/2013	IN	2-382-87910	9/26/2013				504.56	504.56	504.56
11/19/2013	IN	2-476-49362	#####	23.66			23.66	23.66	23.66
Vendor Total:				23.66	0.00	0.00	504.56	528.22	528.22
Vendor No.:									
FER01									
8/16/2013	IN	1308031	9/15/2013				500.00	500.00	500.00
Vendor Total:				0.00	0.00	0.00	500.00	500.00	500.00
Vendor No.:									
FLA02									
6/30/2013	IN	063013OUTS	7/30/2013				780.61	780.61	780.61
Vendor Total:				0.00	0.00	0.00	780.61	780.61	780.61
Vendor No.:									
FLA03									
6/2/2013	IN	060213	7/2/2013				369.72	369.72	369.72
6/9/2013	IN	060913	7/9/2013				2,027.61	2,027.61	2,027.61
6/16/2013	IN	061613	7/16/2013				916.93	916.93	916.93
6/23/2013	IN	062313	7/23/2013				1,558.51	1,558.51	1,558.51
6/30/2013	IN	063013	7/30/2013				1,109.96	1,109.96	1,109.96
7/7/2013	IN	070713	8/6/2013				1,162.18	1,162.18	1,162.18
7/14/2013	IN	071413	8/13/2013				1,898.66	1,898.66	1,898.66
7/21/2013	IN	072113	8/20/2013				904.57	904.57	904.57
7/28/2013	C	072813	7/28/2013				-417.57	-417.57	-417.57
7/30/2013	C	073013	7/30/2013				-70.07	-70.07	-70.07
8/4/2013	IN	080413	9/3/2013				1,289.66	1,289.66	1,289.66

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8/11/2013	IN	081113	9/10/2013	895.93	895.93	895.93	895.93
8/18/2013	IN	081813	9/17/2013	993.77	993.77	993.77	993.77
		Vendor Total:		12,539.86	12,539.86	12,539.86	12,539.86
Vendor No.:		FLO08-FTP					
11/23/2013	IN	57108-09566/23NOV13	12/3/2013	8,368.75	8,368.75	8,368.75	8,368.75
		Vendor Name:		0.00	0.00	0.00	0.00
				8,368.75	8,368.75	8,368.75	8,368.75
Vendor No.:		FTP01					
8/23/2013	IN	082313	9/12/2013	2,938.56	2,938.56	2,938.56	2,938.56
11/20/2013	IN	238103/20NOV13	#####	2,970.96	2,970.96	2,970.96	2,970.96
		Vendor Name:		0.00	0.00	0.00	0.00
				2,970.96	2,970.96	2,970.96	2,970.96
Vendor No.:		GFS07-FTP					
7/25/2013	IN	152514619	8/24/2013	1,626.63	1,626.63	1,626.63	1,626.63
8/1/2013	IN	152596993	8/31/2013	1,608.71	1,608.71	1,608.71	1,608.71
8/8/2013	IN	152679239	9/7/2013	1,643.49	1,643.49	1,643.49	1,643.49
8/15/2013	IN	152770233	9/14/2013	1,268.40	1,268.40	1,268.40	1,268.40
		Vendor Name:		0.00	0.00	0.00	0.00
				2,970.96	2,970.96	2,970.96	2,970.96
				6,147.23	6,147.23	6,147.23	6,147.23
Vendor No.:		GUL01					
3/30/2013	IN	033013	4/6/2013	11,687.28	11,687.28	11,687.28	11,687.28
4/5/2013	IN	040513	4/12/2013	9,104.15	9,104.15	9,104.15	9,104.15
5/12/2013	IN	051213	5/19/2013	2,995.73	2,995.73	2,995.73	2,995.73
5/18/2013	IN	051813	5/25/2013	16,479.41	16,479.41	16,479.41	16,479.41
5/26/2013	IN	052613	6/2/2013	117.94	117.94	117.94	117.94
5/31/2013	IN	053113	6/7/2013	1,193.13	1,193.13	1,193.13	1,193.13
6/2/2013	IN	060213	6/9/2013	1,659.08	1,659.08	1,659.08	1,659.08
6/9/2013	IN	060813	6/15/2013	1,909.34	1,909.34	1,909.34	1,909.34
6/25/2013	IN	062513	7/2/2013	174.92	174.92	174.92	174.92
7/7/2013	IN	070713	7/14/2013	3,352.14	3,352.14	3,352.14	3,352.14
7/14/2013	C	071413	7/14/2013	-1,160.11	-1,160.11	-1,160.11	-1,160.11
7/21/2013	IN	072113	7/28/2013	236.64	236.64	236.64	236.64
7/28/2013	IN	072813	8/4/2013	1,053.46	1,053.46	1,053.46	1,053.46
8/11/2013	IN	081113	8/18/2013	1,514.83	1,514.83	1,514.83	1,514.83
8/18/2013	IN	081813	8/25/2013	782.18	782.18	782.18	782.18
11/30/2013	IN	113013	12/7/2013	5,583.66	5,583.66	5,583.66	5,583.66
		Vendor Total:		51,100.12	51,100.12	51,100.12	51,100.12
Vendor No.:		HOL01					
9/25/2012	IN	11/12 OUTS	#####	948.57	948.57	948.57	948.57
		Vendor Name:		0.00	0.00	0.00	0.00
				948.57	948.57	948.57	948.57
				948.57	948.57	948.57	948.57

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8/4/2012	IN	0079373-IN	8/11/2012	2,437.05	2,437.05	2,437.05	2,437.05
8/11/2012	IN	0079409-IN	8/18/2012	2,437.05	2,437.05	2,437.05	2,437.05
Vendor Total:				92,506.17	92,506.17	92,506.17	92,506.17

Vendor Name: INTERNATIONAL SOUND CORP.

Vendor No.:		INT12-FTP					
3/8/2012	IN	0077090-IN	3/15/2012	701.75	701.75	701.75	701.75
3/31/2012	IN	0077460-IN	4/7/2012	2,437.05	2,437.05	2,437.05	2,437.05
5/26/2012	IN	0078240-IN	6/2/2012	2,437.05	2,437.05	2,437.05	2,437.05
6/2/2012	IN	0078416-IN	6/9/2012	2,437.05	2,437.05	2,437.05	2,437.05
6/9/2012	IN	0078547-IN	6/16/2012	2,437.05	2,437.05	2,437.05	2,437.05
6/16/2012	IN	0078582-IN	6/23/2012	2,437.05	2,437.05	2,437.05	2,437.05
6/23/2012	IN	0078682-IN	6/30/2012	2,437.05	2,437.05	2,437.05	2,437.05
6/30/2012	IN	0078777-IN	7/7/2012	2,437.05	2,437.05	2,437.05	2,437.05
7/7/2012	IN	0078897-IN	7/14/2012	2,437.05	2,437.05	2,437.05	2,437.05
7/14/2012	IN	0079027-IN	7/21/2012	2,437.05	2,437.05	2,437.05	2,437.05
7/21/2012	IN	0079112-IN	7/28/2012	2,437.05	2,437.05	2,437.05	2,437.05
7/28/2012	IN	0079212-IN	8/4/2012	2,437.05	2,437.05	2,437.05	2,437.05
8/25/2012	IN	0079586-IN	9/1/2012	2,437.05	2,437.05	2,437.05	2,437.05
7/13/2013	IN	0084579-IN	7/20/2013	2,437.05	2,437.05	2,437.05	2,437.05
7/20/2013	IN	0084675-IN	7/27/2013	2,437.05	2,437.05	2,437.05	2,437.05
7/27/2013	IN	0084828-IN	8/3/2013	2,437.05	2,437.05	2,437.05	2,437.05
8/3/2013	IN	0084883-IN	8/10/2013	2,437.05	2,437.05	2,437.05	2,437.05
8/10/2013	IN	0084981-IN	8/17/2013	2,437.05	2,437.05	2,437.05	2,437.05
8/17/2013	IN	0085132-IN	8/24/2013	2,437.05	2,437.05	2,437.05	2,437.05
8/24/2013	IN	0085167-IN	8/31/2013	2,437.05	2,437.05	2,437.05	2,437.05
11/9/2013	IN	0086317-IN	#####	2,437.05	2,437.05	2,437.05	2,437.05
11/16/2013	IN	0086411-IN	#####	2,437.05	2,437.05	2,437.05	2,437.05
11/23/2013	IN	0086558-IN	#####	2,437.05	2,437.05	2,437.05	2,437.05
Vendor Total:				47,005.70	47,005.70	47,005.70	54,316.85

Vendor Name: JACKSONVILLE GREYHOUND RACING

Vendor No.:		JAC01					
7/13/2013	C	071313	7/13/2013	-1,100.00	-1,100.00	-1,100.00	-1,100.00
7/31/2013	IN	073113	8/30/2013	397.70	397.70	397.70	397.70
8/4/2013	IN	080413	9/3/2013	2,666.30	2,666.30	2,666.30	2,666.30
8/11/2013	IN	081113	9/10/2013	1,027.72	1,027.72	1,027.72	1,027.72
8/18/2013	IN	081813	9/17/2013	751.45	751.45	751.45	751.45
8/19/2013	IN	081913	9/18/2013	270.73	270.73	270.73	270.73
11/30/2013	IN	113013	#####	2,993.34	2,993.34	2,993.34	2,993.34
Vendor Total:				4,013.90	4,013.90	4,013.90	7,007.24

Vendor Name: KASPER ELECTRICAL, INC.

Vendor No.:		KAS01					
7/26/2013	IN	15536	8/25/2013	316.00	316.00	316.00	316.00

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Vendor No.:	Vendor Name:	Invoice Date	Invoice No.	Invoice Amount	Payment Date	Payment Amount	Balance
PRA01	PRAXAIR DISTRIBUTION SE, LLC	8/30/2013		178.00		178.00	178.00
PJ02368112		9/8/2013		186.51		186.51	186.51
PJ02376502		10/31/2013		179.39		179.39	179.39
PJ02414616				364.51		364.51	543.90
Vendor Total:				0.00	0.00	0.00	543.90
PUR01	PURCHASE POWER	9/10/2013		1.80		1.80	1.80
081113				1.80		1.80	1.80
Vendor Total:				0.00	0.00	0.00	1.80
ROB02-FTP	ROBERTS COMMUNICATIONS NETWORK	8/7/2013		3,350.00		3,350.00	3,350.00
1307A-1871		8/8/2013		500.00		500.00	500.00
RC000014523		9/7/2013		3,350.00		3,350.00	3,350.00
1308A-1791				7,200.00		7,200.00	7,200.00
Vendor Total:				0.00	0.00	0.00	7,200.00
SOU01	SOUTHERN EAGLE DISTRIBUTING, INC.	12/6/2013		296.42		296.42	296.42
14204366				296.42		296.42	296.42
Vendor Total:				0.00	0.00	0.00	296.42
SOU06	SOUTHERN LANDSCAPING & LAWNS	8/30/2013		1,100.00		1,100.00	1,100.00
5023		10/1/2013		1,100.00		1,100.00	1,100.00
5024		11/30/2013		1,100.00		1,100.00	1,100.00
5027				1,100.00		1,100.00	1,100.00
Vendor Total:				0.00	0.00	0.00	3,300.00
SPO03-FTP	SPORTECH, INC.	6/26/2013		1,925.47		1,925.47	1,925.47
17469		6/28/2013		1,918.60		1,918.60	1,918.60
17688		7/4/2013		1,917.98		1,917.98	1,917.98
17899		7/15/2013		1,915.24		1,915.24	1,915.24
18110		7/18/2013		1,920.79		1,920.79	1,920.79
18362		7/18/2013		1,901.40		1,901.40	1,901.40
18576		7/25/2013		1,907.14		1,907.14	1,907.14
18790		8/1/2013		1,902.06		1,902.06	1,902.06
19038		8/15/2013		1,911.59		1,911.59	1,911.59
19251		8/16/2013		1,940.13		1,940.13	1,940.13
19557		8/22/2013		1,910.25		1,910.25	1,910.25
19767		8/29/2013		547.87		547.87	547.87
19987		9/4/2013		21,618.52		21,618.52	21,618.52
Vendor Total:				0.00	0.00	0.00	21,618.52
STJ01	ST. JOHN'S						

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6/30/2013	IN	JAN-DEC/12 OUTS	7/30/2013	0.00	0.00	0.00	1,723.50	1,723.50	1,723.50	1,723.50
		Vendor Total:		0.00	0.00	0.00	1,723.50	1,723.50	1,723.50	1,723.50
Vendor No.:			Vendor Name:	SWISHER						
7/24/2013	IN	SWI01	8/23/2013			144.41	144.41	144.41	144.41	144.41
7/31/2013	IN	8001380123	8/30/2013			156.75	156.75	156.75	156.75	156.75
8/7/2013	IN	8001409112	9/6/2013			156.75	156.75	156.75	156.75	156.75
9/14/2013	IN	8001428359	9/13/2013			144.41	144.41	144.41	144.41	144.41
		8001450234	Vendor Total:		0.00	602.32	602.32	602.32	602.32	602.32
Vendor No.:			Vendor Name:	TAMPA BAY DOWN						
6/2/2013	IN	TAM01	7/2/2013			7,135.35	7,135.35	7,135.35	7,135.35	7,135.35
6/9/2013	IN	060213	7/9/2013			23,445.84	23,445.84	23,445.84	23,445.84	23,445.84
6/16/2013	IN	060913	7/16/2013			11,125.97	11,125.97	11,125.97	11,125.97	11,125.97
6/23/2013	IN	061613	7/23/2013			14,922.96	14,922.96	14,922.96	14,922.96	14,922.96
6/30/2013	IN	062313	7/30/2013			12,208.48	12,208.48	12,208.48	12,208.48	12,208.48
6/30/2013	C	063013EXCH	6/30/2013			-26,172.92	-26,172.92	-26,172.92	-26,172.92	-26,172.92
7/7/2013	IN	070713	8/6/2013			14,119.27	14,119.27	14,119.27	14,119.27	14,119.27
7/14/2013	IN	071413	8/13/2013			14,388.28	14,388.28	14,388.28	14,388.28	14,388.28
7/21/2013	IN	072113	8/20/2013			19,180.54	19,180.54	19,180.54	19,180.54	19,180.54
7/28/2013	IN	072813	8/27/2013			17,045.96	17,045.96	17,045.96	17,045.96	17,045.96
7/5/2013	IN	073113	8/30/2013			2,619.44	2,619.44	2,619.44	2,619.44	2,619.44
8/4/2013	IN	080413	9/3/2013			11,588.40	11,588.40	11,588.40	11,588.40	11,588.40
8/11/2013	IN	081113	9/10/2013			20,311.41	20,311.41	20,311.41	20,311.41	20,311.41
8/18/2013	IN	081813	9/17/2013			20,218.52	20,218.52	20,218.52	20,218.52	20,218.52
8/19/2013	IN	081913	9/18/2013			2,164.63	2,164.63	2,164.63	2,164.63	2,164.63
8/29/2013	IN	082913	9/28/2013			8,175.01	8,175.01	8,175.01	8,175.01	8,175.01
11/30/2013	IN	113013	#####			11,005.45	11,005.45	11,005.45	11,005.45	11,005.45
		Vendor Total:		0.00	0.00	172,477.14	172,477.14	172,477.14	172,477.14	183,482.59
Vendor No.:			Vendor Name:	ST. PETERSBURGH KENNEL CLUB or DE						
6/30/2013	IN	TAM03	7/30/2013			1,374.19	1,374.19	1,374.19	1,374.19	1,374.19
8/3/2013	IN	JAN-DEC/12 OUTS	8/2/2013			2,320.67	2,320.67	2,320.67	2,320.67	2,320.67
8/10/2013	IN	080313	9/9/2013			2,212.55	2,212.55	2,212.55	2,212.55	2,212.55
8/18/2013	IN	081013	9/17/2013			1,287.01	1,287.01	1,287.01	1,287.01	1,287.01
8/19/2013	IN	081813	9/18/2013			99.87	99.87	99.87	99.87	99.87
11/30/2013	IN	113013	#####			2,219.50	2,219.50	2,219.50	2,219.50	2,219.50
		Vendor Total:		0.00	0.00	7,294.29	7,294.29	7,294.29	7,294.29	9,513.79
Vendor No.:			Vendor Name:	THE NEW YORK RACING ASSOCIATION						
7/31/2013	IN	THE01	8/30/2013			250.00	250.00	250.00	250.00	250.00
8/31/2013	IN	D0021061	9/30/2013			250.00	250.00	250.00	250.00	250.00
		D0021218								

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Vendor No.:	Vendor Name:	Vendor Total:	8/31/2013	0.00	0.00	500.00	500.00	500.00
8/1/2013	THY01	Vendor Total:	8/31/2013	0.00	0.00	500.00	500.00	500.00
IN 709008	THYSENKRUPP ELEVATOR							
11/30/2013	TRO01	Vendor Total:	#####	0.00	0.00	1,024.54	1,024.54	1,024.54
IN 113013	TROPICAL AT CALDER							
5/3/2013	UNI09-FTP	Vendor Total:	5/10/2013	0.00	0.00	0.00	0.00	6,582.62
IN 14143	UNITED TOTE COMPANY							
5/5/2013	IN 14381		5/12/2013	0.00	0.00	513.14	513.14	513.14
IN 14632			6/12/2013	0.00	0.00	413.13	413.13	413.13
IN 14908			7/12/2013	0.00	0.00	472.32	472.32	472.32
IN 15193			8/12/2013	0.00	0.00	585.48	585.48	585.48
IN 15450			9/13/2013	446.38	446.38	445.01	445.01	445.01
Vendor Total:				0.00	446.38	2,429.08	2,875.46	2,875.46
11/26/2013	USD01	Vendor Total:	#####	0.00	0.00	38.27	38.27	38.27
IN 112913	US DEPARTMENT OF EDUCATION							
6/9/2013	WES01	Vendor Total:	7/9/2013	0.00	0.00	0.00	0.00	38.27
IN 060913	PALM BEACH KENNEL CLUB							
6/16/2013	IN 061613		7/16/2013	2,930.67	2,930.67	2,930.67	2,930.67	2,930.67
IN 053113ADJ			7/18/2013	8,387.75	8,387.75	8,387.75	8,387.75	8,387.75
6/23/2013	C 062313		6/23/2013	154.18	154.18	154.18	154.18	154.18
IN 063013			7/30/2013	-193.16	-193.16	-193.16	-193.16	-193.16
6/30/2013	C 063013-ITW		6/30/2013	7,172.73	7,172.73	7,172.73	7,172.73	7,172.73
IN JAN-DEC12 OUTS			7/30/2013	-5,158.10	-5,158.10	-5,158.10	-5,158.10	-5,158.10
7/7/2013	IN 070713		7/30/2013	7,021.20	7,021.20	7,021.20	7,021.20	7,021.20
7/14/2013	IN 071413		8/6/2013	430.47	430.47	430.47	430.47	430.47
7/21/2013	IN 072113		8/13/2013	5,421.64	5,421.64	5,421.64	5,421.64	5,421.64
7/28/2013	IN 072813		8/20/2013	8,570.65	8,570.65	8,570.65	8,570.65	8,570.65
7/31/2013	IN 073113		8/27/2013	6,571.43	6,571.43	6,571.43	6,571.43	6,571.43
8/4/2013	IN 080413		8/30/2013	2,596.74	2,596.74	2,596.74	2,596.74	2,596.74
8/11/2013	IN 081113		9/3/2013	5,836.55	5,836.55	5,836.55	5,836.55	5,836.55
8/18/2013	IN 081813		9/10/2013	2,670.33	2,670.33	2,670.33	2,670.33	2,670.33
8/19/2013	IN 081913		9/17/2013	3,346.90	3,346.90	3,346.90	3,346.90	3,346.90
11/30/2013	IN 113013	Vendor Total:	#####	6,994.42	6,994.42	526.47	526.47	6,994.42
				0.00	0.00	56,286.45	56,286.45	63,280.87

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Vendor No.:	WIP01	Vendor Name:	WIP01	8/15/2013	175.73	175.73	175.73	175.73
7/16/2013	IN 39831							
7/16/2013	IN 39832							
8/15/2013	IN 40456							
8/15/2013	IN 40457							
	Vendor Total:		0.00	0.00	553.82	0.00	553.82	553.82
Vendor No.:	YP01	Vendor Name:	YP	9/6/2013	318.99	318.99	318.99	318.99
8/7/2013	IN 080713							
	Vendor Total:		0.00	0.00	318.99	0.00	318.99	318.99
Vendor No.:	ZEE01	Vendor Name:	ZEE MEDICAL INC.	9/18/2013	117.91	117.91	117.91	117.91
8/18/2013	IN 0164169124							
	Vendor Total:		0.00	0.00	117.91	0.00	117.91	117.91
Vendor No.:	ZEP01	Vendor Name:	ZEP SALES & SERVICE	9/1/2013	484.10	484.10	484.10	484.10
8/2/2013	IN 9000440805							
8/8/2013	C 8000015403							
11/14/2013	IN 9000630306							
	Vendor Total:		0.00	782.78	96.67	0.00	879.45	879.45
MIAMI	FTPIER Totals:		41,431.54	26,468.70	560,801.89	2,557.20	579,827.79	621,259.33
Vendor No.:	A1F03	Vendor Name:	A1 FIRE & SECURITY LLC	8/6/2013	252.19	252.19	252.19	252.19
7/29/2013	IN 145190							
7/30/2013	IN AF145192							
8/2/2013	IN AF145188							
	Vendor Total:		0.00	0.00	1,246.91	0.00	1,246.91	1,246.91
Vendor No.:	AME12	Vendor Name:	AMERICAN GAMING SYSTEMS, LLC.	8/30/2013	228,780.00	228,780.00	228,780.00	228,780.00
7/31/2013	IN 14623							
8/1/2013	C 3786							
8/31/2013	IN 14990							
11/30/2013	IN 16187							
11/30/2013	IN 16203							
11/30/2013	C 4264							
	Vendor Total:		213,210.00	0.00	388,532.00	0.00	368,532.00	581,742.00
Vendor No.:	AME13	Vendor Name:	AMERICAN GAMING & ELECTRONIC	9/1/2013	668.75	668.75	668.75	668.75
8/2/2013	IN 10207228							
8/6/2013	IN 10207285							
9/19/2013	IN 10207766							

Vendor No.:	Vendor Name:	Vendor Total:	1/16/2013	9/7/2013	7/10/2013	7/10/2013	8/9/2013	8/9/2013	9/8/2013	9/8/2013	#####	#####	Vendor Total:	Vendor No.:	Vendor Name:	Vendor Total:	1/23/2013	Vendor No.:	Vendor Name:	Vendor Total:	11/26/2013	Vendor No.:	Vendor Name:	Vendor Total:	11/26/2013	Vendor No.:	Vendor Name:	Vendor Total:	8/25/2013	Vendor No.:	Vendor Name:	Vendor Total:	8/2/2013	Vendor No.:	Vendor Name:	Vendor Total:						
ANT03	ANTE UP PUBLISHING LLC	1,428.57	1,428.57											ATT14	AT & T	98.75	98.75	AVM01	AV-MED INC. - 108294	13,898.16	13,898.16	AVM02	AV-MED INC. - 116146	71,350.70	71,350.70	AVM03	AV-MED HEALTH PLANS	51,988.73	51,988.73	AWA01	AWARE DIGITAL, INC.	1,017.43	1,017.43	BAL01	BALLY TECHNOLOGIES	3,668.88	3,668.88					
1744		500.00	500.00											305 633-2183/23NOV13		98.75	98.75	CMM100071236		13,898.16	13,898.16	CMM100071192		71,350.70	71,350.70	CMM100071215		51,988.73	51,988.73	AWDQ1655		1,017.43	1,017.43	62870		3,668.88	3,668.88					
ARC01	ARCTICA ICE CREAM	204.00	204.00													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
50412002		500.00	500.00													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
AR01	ARISTOCRAT TECHNOLOGIES, INC.	8,346.00	8,346.00													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
466541		12,519.00	12,519.00													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
466542		8,624.20	8,624.20													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
470641		12,936.30	12,936.30													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
470642		5,285.80	5,285.80													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
474873		7,928.70	7,928.70													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
474874		8,346.00	8,346.00													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
488655		12,519.00	12,519.00													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
488656		55,640.00	55,640.00													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
11/1/2013		76,505.00	76,505.00													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
11/1/2013		8,346.00	8,346.00													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
11/26/2013		13,898.16	13,898.16													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
11/26/2013		71,350.70	71,350.70													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
11/26/2013		51,988.73	51,988.73													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
11/26/2013		51,988.73	51,988.73													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
8/25/2013		1,017.43	1,017.43													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													
8/2/2013		1,017.43	1,017.43													0.00	0.00			0.00	0.00			0.00	0.00			0.00	0.00													

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8/20/2013	IN	066490	9/19/2013	12,929.00	23,665.61	0.00	0.00	26,360.95	14,504.73	14,504.73	14,504.73
8/31/2013	IN	069262	9/30/2013					8,187.34	8,187.34	8,187.34	8,187.34
11/21/2013	IN	088429	#####		23,665.61				23,665.61	23,665.61	23,665.61
11/30/2013	IN	089934	#####	12,929.00							12,929.00
		Vendor Total:		12,929.00	23,665.61	0.00	0.00	26,360.95	14,504.73	14,504.73	62,955.56
Vendor No.:		BET01		Vendor Name:	BETTY BU PARTY RENTALS			153.40	153.40	153.40	153.40
8/9/2013	IN	17549	9/8/2013	0.00	0.00	0.00	0.00	153.40	153.40	153.40	153.40
		Vendor Total:		0.00	0.00	0.00	0.00	153.40	153.40	153.40	153.40
Vendor No.:		BLA01		Vendor Name:	STEPHEN BLANK JR.						3,476.43
11/30/2013	IN	113013	12/7/2013	3,476.43							3,476.43
		Vendor Total:		3,476.43	0.00	0.00	0.00	0.00	0.00	0.00	3,476.43
Vendor No.:		BRO01		Vendor Name:	BROWARD-NELSON FOUNTAIN SERVICE						130.01
8/5/2013	IN	113820	9/4/2013	0.00	0.00	0.00	0.00	130.01	130.01	130.01	130.01
		Vendor Total:		0.00	0.00	0.00	0.00	130.01	130.01	130.01	130.01
Vendor No.:		BRP01		Vendor Name:	B.R.P. ENTERTAINMENT						22,500.00
10/11/2013	IN	123113	#####	0.00	22,500.00	0.00	0.00		22,500.00	22,500.00	22,500.00
		Vendor Total:		0.00	22,500.00	0.00	0.00		22,500.00	22,500.00	22,500.00
Vendor No.:		CAF01		Vendor Name:	ROWLAND COFFEE ROASTERS DBA CAJ						818.40
8/7/2013	IN	16264	9/6/2013	0.00	0.00	0.00	0.00	818.40	818.40	818.40	818.40
		Vendor Total:		0.00	0.00	0.00	0.00	818.40	818.40	818.40	818.40
Vendor No.:		CAS03		Vendor Name:	CASINO CAFE, INC.						263.15
8/7/2013	IN	43	9/6/2013					263.15	263.15	263.15	263.15
8/10/2013	IN	44	9/9/2013					351.00	351.00	351.00	351.00
11/24/2013	IN	48	#####		310.42				310.42	310.42	310.42
		Vendor Total:		0.00	310.42	0.00	0.00	614.15	924.57	924.57	924.57
Vendor No.:		CHE02		Vendor Name:	CHENEY BROTHERS, INC.						973.70
7/3/2013	IN	01-250173	7/18/2013					973.70	973.70	973.70	973.70
7/17/2013	IN	01-269394	8/1/2013					5.00	5.00	5.00	5.00
7/24/2013	IN	01-261812	8/8/2013					973.70	973.70	973.70	973.70
7/25/2013	IN	01-262589	8/9/2013					753.95	753.95	753.95	753.95
7/30/2013	IN	01-269898	8/14/2013					753.90	753.90	753.90	753.90
8/8/2013	IN	01-304415	8/23/2013					5.00	5.00	5.00	5.00
		Vendor Total:		0.00	0.00	0.00	0.00	3,465.25	3,465.25	3,465.25	3,465.25
Vendor No.:		CIS02		Vendor Name:	CISCO SYSTEMS CAPITAL CORP.						1,560.15
8/9/2013	IN	3226336-09793	8/24/2013					1,560.15	1,560.15	1,560.15	1,560.15

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11/9/2013	IN	3351348-09793	#####	0.00	1,560.15	0.00	0.00	1,560.15	1,560.15
		Vendor Total:		0.00	1,560.15	0.00	0.00	1,560.15	3,120.30
Vendor No.:		CIT06							
11/30/2013	IN	113013	#####	3,482.26	0.00	0.00	0.00	3,482.26	3,482.26
		Vendor Total:		3,482.26	0.00	0.00	0.00	3,482.26	3,482.26
Vendor No.:		CIT08							
8/19/2013	IN	72231	9/3/2013	0.00	0.00	0.00	0.00	0.00	0.00
		Vendor Total:		0.00	0.00	0.00	0.00	0.00	0.00
Vendor No.:		CIT11							
7/11/2013	IN	12027	7/18/2013	118.74	118.74	0.00	0.00	118.74	118.74
8/1/2013	IN	13734	8/8/2013	913.46	913.46	0.00	0.00	913.46	913.46
8/13/2013	IN	14006	8/20/2013	437.33	437.33	0.00	0.00	437.33	437.33
		Vendor Total:		1,469.53	1,469.53	0.00	0.00	1,469.53	1,469.53
Vendor No.:		COL06							
11/23/2013	IN	3925732-1201631	#####	8,419.91	8,419.91	0.00	0.00	8,419.91	8,419.91
		Vendor Total:		8,419.91	8,419.91	0.00	0.00	8,419.91	8,419.91
Vendor No.:		COM08							
11/21/2013	IN	122813	#####	415.55	415.55	0.00	0.00	415.55	415.55
		Vendor Total:		415.55	415.55	0.00	0.00	415.55	415.55
Vendor No.:		COM13							
7/11/2013	IN	345212	7/18/2013	3,562.00	3,562.00	0.00	0.00	3,562.00	3,562.00
		Vendor Total:		3,562.00	3,562.00	0.00	0.00	3,562.00	3,562.00
Vendor No.:		COS01							
11/20/2013	IN	1339817-01	#####	420.05	420.05	0.00	0.00	420.05	420.05
		Vendor Total:		420.05	420.05	0.00	0.00	420.05	420.05
Vendor No.:		CRT01							
11/22/2013	IN	120513	#####	294.50	294.50	0.00	0.00	294.50	294.50
		Vendor Total:		294.50	294.50	0.00	0.00	294.50	294.50
Vendor No.:		DAD03							
8/16/2013	IN	60179	9/15/2013	1,920.00	1,920.00	0.00	0.00	1,920.00	1,920.00
		Vendor Total:		1,920.00	1,920.00	0.00	0.00	1,920.00	1,920.00
Vendor No.:		DAH01							
7/30/2013	IN	15	8/29/2013	150.00	150.00	0.00	0.00	150.00	150.00
		Vendor Total:		150.00	150.00	0.00	0.00	150.00	150.00

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8/6/2013	IN	16	9/5/2013	0.00	0.00	0.00	150.00	150.00	150.00	300.00	300.00
Vendor Total:				0.00	0.00	0.00	150.00	150.00	150.00	300.00	300.00
Vendor No.:			Vendor Name:	DAILY RACING FORM, LLC							
7/21/2013	IN	NS641	7/28/2013				89.60	89.60	89.60	89.60	89.60
7/28/2013	IN	NS1053	8/4/2013				70.40	70.40	70.40	70.40	70.40
8/4/2013	IN	NS1297	8/11/2013				59.20	59.20	59.20	59.20	59.20
8/11/2013	IN	NS1622	8/18/2013				140.80	140.80	140.80	140.80	140.80
8/18/2013	IN	NS1922	8/25/2013				148.80	148.80	148.80	148.80	148.80
11/10/2013	IN	NS6349	#####				217.60	217.60	217.60	217.60	217.60
11/17/2013	IN	NS5605	#####				217.60	217.60	217.60	217.60	217.60
Vendor Total:				0.00	0.00	0.00	508.80	508.80	944.00	944.00	944.00
Vendor No.:			Vendor Name:	DANIA JAL-ALAI							
11/30/2013	IN	113013	#####				8,116.99	8,116.99	8,116.99	8,116.99	8,116.99
Vendor Total:				0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,116.99
Vendor No.:			Vendor Name:	DIGIDEAL CORPORATION							
7/31/2013	IN	DIG01	8/30/2013				2,120.00	2,120.00	2,120.00	2,120.00	2,120.00
8/31/2013	IN	0501657-IN	9/30/2013				1,299.35	1,299.35	1,299.35	1,299.35	1,299.35
11/17/2013	IN	0501795-IN	#####				2,120.00	2,120.00	2,120.00	2,120.00	2,120.00
Vendor Total:				0.00	0.00	0.00	3,419.35	3,419.35	5,539.35	5,539.35	5,539.35
Vendor No.:			Vendor Name:	DOUGLAS ORR PLUMBING, INC.							
8/9/2013	IN	557982	9/8/2013				203.00	203.00	203.00	203.00	203.00
8/15/2013	IN	412468	9/14/2013				141.00	141.00	141.00	141.00	141.00
11/22/2013	IN	420331	#####				1,099.00	1,099.00	1,099.00	1,099.00	1,099.00
11/25/2013	IN	420553	#####				1,047.96	1,047.96	1,047.96	1,047.96	1,047.96
Vendor Total:				0.00	0.00	0.00	344.00	344.00	2,490.96	2,490.96	2,490.96
Vendor No.:			Vendor Name:	DYNAMIC ADVERTISING AND DESIGN							
8/6/2013	IN	DYN01	9/5/2013				650.00	650.00	650.00	650.00	650.00
Vendor Total:				0.00	0.00	0.00	650.00	650.00	650.00	650.00	650.00
Vendor No.:			Vendor Name:	EAGLE BRANDS SALES							
11/21/2013	IN	1039244	#####				794.00	794.00	794.00	794.00	794.00
11/21/2013	IN	1039245	#####				411.25	411.25	411.25	411.25	411.25
Vendor Total:				0.00	0.00	0.00	1,205.25	1,205.25	1,205.25	1,205.25	1,205.25
Vendor No.:			Vendor Name:	EDMUNDS DIRECT MAIL, INC.							
8/17/2013	IN	EDM02	7/17/2013				995.26	995.26	995.26	995.26	995.26
Vendor Total:				0.00	0.00	0.00	995.26	995.26	995.26	995.26	995.26

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Vendor No.: 12/31/2010 IN EUR01 1/30/2011 Vendor Total: 3,080.20

Vendor Name: EUROFF-PRACK
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 2.05

Vendor No.: 11/26/2013 IN FED01 2-477-97252 Vendor Total: 1,013.51

Vendor Name: FEDEX
 1,013.51

Vendor No.: 9/30/2013 IN FLO08 1244299168/DEPOSIT Vendor Total: 67,602.50

Vendor Name: FLORIDA POWER & LIGHT CO.
 67,602.50

Vendor No.: 11/2/2013 IN 1244299168/12NOV13 Vendor Total: 42,550.71

Vendor No.: 11/2/2013 IN 28365-50265/12NOV13 Vendor Total: 1,124.21

Vendor No.: 11/12/2013 IN 8161220267/12NOV13 Vendor Total: 17,240.09

Vendor No.: 5/23/2013 IN FLO19 56480 Vendor Total: 2,160.00

Vendor Name: FLORIDA LEMARK CORPORATION
 2,160.00

Vendor No.: 5/30/2013 IN 56503 Vendor Total: 1,080.00

Vendor No.: 6/20/2013 IN 56534 Vendor Total: 3,240.00

Vendor No.: 7/11/2013 IN 56579 Vendor Total: 2,160.00

Vendor No.: 8/23/2013 IN 56695 Vendor Total: 2,403.00

Vendor No.: 8/28/2013 IN 56728 Vendor Total: 1,080.00

Vendor No.: 10/24/2013 IN 103113 Vendor Total: 65,970.72

Vendor No.: 8/19/2013 IN FLO20 S5777208/19AUG13 Vendor Total: 12,123.00

Vendor Name: FLORIDA CITY GAS
 12,123.00

Vendor No.: 8/19/2013 IN S5884928/19AUG13 Vendor Total: 138.01

Vendor No.: 8/19/2013 IN S5958236/15AUG13 Vendor Total: 1,436.40

Vendor No.: 9/18/2013 IN 3670301142/18SEP13 Vendor Total: 5.65

Vendor No.: 9/18/2013 IN 4820301142/18SEP13 Vendor Total: 203.99

Vendor No.: 9/18/2013 IN 5337642079/18SEP13 Vendor Total: 14.84

Vendor No.: 11/18/2013 IN S5777208/13NOV13 Vendor Total: 1,482.91

Vendor No.: 11/18/2013 IN S5884928/13NOV13 Vendor Total: 180.31

Vendor No.: 7/23/2013 IN GFS01 152492695 Vendor Total: 1,351.95

Vendor Name: GORDON FOOD SERVICE, INC.
 1,351.95

Vendor No.: 7/23/2013 IN 152492697 Vendor Total: 4,814.06

Vendor No.: 7/25/2013 IN 152509128 Vendor Total: 123.90

Vendor No.: 7/30/2013 IN 152571156 Vendor Total: 420.02

Vendor No.: 8/6/2013 IN 152656549 Vendor Total: 43.58

Vendor No.: 8/29/2013 IN 399.25 Vendor Total: 399.25

Vendor No.: 9/5/2013 IN 578.02 Vendor Total: 578.02

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8/6/2013	IN	152656552	9/5/2013	528.18	528.18	528.18	528.18
8/13/2013	IN	152742836	9/12/2013	554.74	554.74	554.74	554.74
8/13/2013	IN	152742850	9/12/2013	282.85	282.85	282.85	282.85
11/26/2013	IN	154315274	12/3/2013	387.72	387.72	387.72	387.72
11/26/2013	IN	154315278	12/3/2013	664.13	664.13	664.13	664.13
11/27/2013	IN	869063241	12/4/2013	33.83	33.83	33.83	33.83
Vendor Total:				2,930.54	4,016.22	4,016.22	4,016.22

Vendor Name: GRAPHIC CONTROLS

8/6/2013	IN	GRA01	9/5/2013	5,039.57	5,039.57	5,039.57	5,039.57
8/13/2013	IN	LC5571	9/8/2013	4,413.57	4,413.57	4,413.57	4,413.57
8/9/2013	IN	LC6896		9,453.14	9,453.14	9,453.14	9,453.14
Vendor Total:				0.00	0.00	0.00	0.00

Vendor Name: RENE W. GUM

11/30/2013	IN	NOV/13	#####	5,000.00	5,000.00	5,000.00	5,000.00
Vendor Total:				0.00	0.00	0.00	0.00

Vendor Name: HOSPITALITY PURCHASING

8/1/2013	IN	HOS01	8/31/2013	1,413.80	1,413.80	1,413.80	1,413.80
8/15/2013	IN	166217	9/14/2013	473.27	473.27	473.27	473.27
11/22/2013	IN	166559	#####	1,178.66	1,178.66	1,178.66	1,178.66
11/22/2013	IN	168164		1,178.66	1,178.66	1,178.66	1,178.66
Vendor Total:				1,887.07	3,065.73	3,065.73	3,065.73

Vendor Name: HOUSNER OFFICE SUPPLIES

7/24/2013	IN	HOU01	8/8/2013	490.86	490.86	490.86	490.86
7/26/2013	IN	0238886-001	8/10/2013	88.05	88.05	88.05	88.05
7/29/2013	IN	0238832-001	8/13/2013	348.88	348.88	348.88	348.88
7/31/2013	IN	0238803-001	8/15/2013	222.54	222.54	222.54	222.54
7/31/2013	IN	0238879-001	8/15/2013	440.82	440.82	440.82	440.82
7/31/2013	IN	0238881-001	8/15/2013	228.41	228.41	228.41	228.41
8/1/2013	IN	0238883-001	8/16/2013	22.11	22.11	22.11	22.11
8/1/2013	IN	0238898-001	8/16/2013	132.64	132.64	132.64	132.64
8/6/2013	IN	0239011-001	8/21/2013	48.09	48.09	48.09	48.09
8/6/2013	IN	0238814-001	8/21/2013	3.10	3.10	3.10	3.10
8/6/2013	IN	0239034-001	8/21/2013	497.39	497.39	497.39	497.39
8/6/2013	IN	0239048-001	8/21/2013	75.53	75.53	75.53	75.53
8/9/2013	IN	0239107-001	8/24/2013	61.28	61.28	61.28	61.28
8/9/2013	IN	0239108-001	8/24/2013	88.79	88.79	88.79	88.79
8/9/2013	IN	0239119-001	8/24/2013	181.89	181.89	181.89	181.89
8/14/2013	IN	0239162-001	8/29/2013	324.29	324.29	324.29	324.29
8/14/2013	IN	0239175-001	8/29/2013	191.46	191.46	191.46	191.46
8/16/2013	IN	0239212-001	8/31/2013	64.18	64.18	64.18	64.18
11/18/2013	IN	0240427-001	12/3/2013				
Vendor Total:				3,065.73	3,065.73	3,065.73	3,065.73

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11/19/2013	IN	0240449-001	12/4/2013	0.00	893.97	0.00	0.00	0.00	3,446.13	4,340.10	243.56	243.56
11/22/2013	IN	0240508-001	12/7/2013	0.00	250.80	0.00	0.00	0.00	192.49	192.49	250.80	250.80
11/23/2013	IN	0240520-001	#####	0.00	173.01	0.00	0.00	0.00	192.49	192.49	173.01	173.01
11/26/2013	IN	0240296-001	#####	0.00	30.78	0.00	0.00	0.00	0.00	0.00	30.78	30.78
11/26/2013	IN	0240454-001	#####	0.00	10.68	0.00	0.00	0.00	0.00	0.00	10.68	10.68
11/27/2013	IN	0240544-001	#####	0.00	120.96	0.00	0.00	0.00	0.00	0.00	120.96	120.96
Vendor Total:				0.00	893.97	0.00	0.00	0.00	3,446.13	4,340.10	4,340.10	4,340.10

Vendor No.:	HRD01	Vendor Name:	HR DIRECT
8/1/2013	IN	IN V1479366	8/8/2013
Vendor Total:			

Vendor No.:	IDE02	Vendor Name:	IDENTISYS INC.
7/18/2013	IN	176382	8/17/2013
7/18/2013	IN	176385	8/17/2013
7/26/2013	IN	177568	8/25/2013
7/30/2013	IN	177837	8/29/2013
7/30/2013	IN	177903	8/29/2013
Vendor Total:			

Vendor No.:	IDM01	Vendor Name:	IDMG CORP
10/29/2013	IN	121413	#####
Vendor Total:			

Vendor No.:	IGT01	Vendor Name:	IGT - EASTERN OPERATING #774028
8/29/2013	IN	93155347	7/29/2013
7/5/2013	C	93155596	7/5/2013
7/27/2013	IN	93180022	8/26/2013
8/24/2013	IN	93206012	9/23/2013
11/23/2013	IN	93287502	#####
Vendor Total:			

Vendor No.:	INT12	Vendor Name:	INTERNATIONAL SOUND CORP.
12/3/2011	IN	0075791-IN	#####
12/10/2011	IN	0075939-IN	#####
12/17/2011	IN	0075980-IN	#####
12/24/2011	IN	0076089-IN	#####
12/31/2011	IN	0076162-IN	1/7/2012
1/7/2012	IN	0076272-IN	1/14/2012
1/14/2012	IN	001-030-3000-8600-210	1/21/2012
1/21/2012	IN	0076340-IN	1/28/2012
1/28/2012	IN	0076435-IN	2/4/2012
Vendor Total:			

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2/4/2012	IN	0078630-IN	2/11/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
2/11/2012	IN	0078748-IN	2/18/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
2/18/2012	IN	0078768-IN	2/25/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
2/25/2012	IN	0078883-IN	3/3/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
3/3/2012	IN	0077064-IN	3/10/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
3/10/2012	IN	0077168-IN	3/17/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
3/17/2012	IN	0077263-IN	3/24/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
3/24/2012	IN	0077367-IN	3/31/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
3/31/2012	IN	0077469-IN	4/7/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
4/7/2012	IN	0077519-IN	4/14/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
4/14/2012	IN	0077613-IN	4/21/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
4/21/2012	IN	0077707-IN	4/28/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
4/28/2012	IN	0077869-IN	5/5/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
5/5/2012	IN	0077993-IN	5/12/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
5/12/2012	IN	0078096-IN	5/19/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
5/19/2012	IN	0078131-IN	5/26/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
5/26/2012	IN	0078250-IN	6/2/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
6/2/2012	IN	0078426-IN	6/9/2012	2,021.92	2,021.92	2,021.92	2,021.92	2,021.92
6/9/2012	IN	0078557-IN	6/16/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
6/16/2012	IN	0078591-IN	6/23/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
6/18/2012	IN	0078591-IN	6/30/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
6/23/2012	IN	0078691-IN	7/7/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
6/30/2012	IN	0078786-IN	8/11/2012	659.40	659.40	659.40	659.40	659.40
8/4/2012	IN	0079380-IN	8/18/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
8/11/2012	IN	0079416-IN	8/25/2012	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
8/18/2012	IN	0079505-IN	8/10/2013	329.70	329.70	329.70	329.70	329.70
8/3/2013	IN	0084872-IN	8/17/2013	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
8/10/2013	IN	0084991-IN	8/24/2013	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
8/17/2013	IN	0085141-IN	8/31/2013	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
8/24/2013	IN	0085176-IN	#####	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
11/16/2013	IN	0086418-IN	#####	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
11/23/2013	IN	0086565-IN	#####	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
11/30/2013	IN	0086598-IN	12/7/2013	1,978.20	1,978.20	1,978.20	1,978.20	1,978.20
Vendor Total:				71,968.32	75,924.72	77,902.92		
Vendor No.:	KON01	Vendor Name: KONICA MINOLTA BUSINESS SOLUTION:						
11/30/2013	IN	226935981	#####	256.36		256.36		
Vendor Total:				0.00	0.00	256.36		
Vendor No.:	LIF01	Vendor Name: LIFT STATIONS "R" US						
8/16/2013	IN	39898	8/23/2013	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Vendor Total:				0.00	0.00	1,500.00	1,500.00	1,500.00

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Vendor No.:	Vendor Name:	Vendor Total:	8/15/2013	9/15/2013	###	2,103.40	2,103.40	0.00	0.00	0.00	2,329.40	1,784.16	545.24	2,103.40	1,784.16	545.24	2,103.40	4,432.80	
7/31/2013	LOO01	11279465	IN	8/15/2013							1,784.16	1,784.16			1,784.16			1,784.16	
8/31/2013		11294845	IN	9/15/2013							545.24	545.24			545.24			545.24	
11/30/2013		11341301	IN	#####														2,103.40	
		Vendor Total:									2,329.40	2,329.40			2,329.40			4,432.80	
Vendor No.:	MAN04																		
11/26/2013	IN	112913		#####							51.48	51.48			51.48			51.48	
		Vendor Total:									51.48	51.48			51.48			51.48	
Vendor No.:	MAT01																		
6/13/2013	IN	38184		6/13/2013							1,141.99	1,141.99			1,141.99			1,141.99	
		Vendor Total:									1,141.99	1,141.99			1,141.99			1,141.99	
Vendor No.:	MIA01																		
7/22/2013	IN	201136		8/6/2013							227.57	227.57			227.57			227.57	
7/29/2013	IN	201448		8/13/2013							215.52	215.52			215.52			215.52	
7/29/2013	IN	201452		9/13/2013							85.90	85.90			85.90			85.90	
8/5/2013	IN	201796		8/20/2013							426.44	426.44			426.44			426.44	
8/12/2013	IN	202139		8/27/2013							117.30	117.30			117.30			117.30	
8/13/2013	IN	202219		8/28/2013							118.40	118.40			118.40			118.40	
8/19/2013	IN	202488		9/3/2013							325.26	325.26			325.26			325.26	
11/25/2013	IN	207364		#####							172.75	172.75			172.75			172.75	
		Vendor Total:									1,516.38	1,516.38			1,516.38			1,516.38	
Vendor No.:	MIA06																		
8/21/2013	IN	186860928/14AUG13		8/28/2013							1,471.39	1,471.39			1,471.39			1,471.39	
8/21/2013	IN	2431030290/14AUG13		8/28/2013							1,088.87	1,088.87			1,088.87			1,088.87	
8/21/2013	IN	4434372200/14AUG13		8/28/2013							16.50	16.50			16.50			16.50	
8/21/2013	IN	7098333200/14AUG13		8/28/2013							3,405.61	3,405.61			3,405.61			3,405.61	
11/20/2013	IN	11400245/12NOV13		#####							2,183.12	2,183.12			2,183.12			2,183.12	
11/20/2013	IN	11400246/12NOV13		#####							1,956.32	1,956.32			1,956.32			1,956.32	
11/20/2013	IN	43445318		#####							18.00	18.00			18.00			18.00	
11/20/2013	IN	99401152/12NOV13		#####							5,226.53	5,226.53			5,226.53			5,226.53	
		Vendor Total:									9,383.97	9,383.97			9,383.97			9,383.97	
Vendor No.:	MIA07																		
5/7/2013	IN	2760		6/6/2013							200.00	200.00			200.00			200.00	
6/5/2013	IN	2794		7/5/2013							120.00	120.00			120.00			120.00	
6/13/2013	IN	2812		7/13/2013							32.10	32.10			32.10			32.10	
7/10/2013	IN	2833		8/9/2013							1,198.40	1,198.40			1,198.40			1,198.40	
7/11/2013	IN	2836		8/10/2013							273.92	273.92			273.92			273.92	

Vendor No.:	IN	2862	9/13/2013	0.00	1,369.60	0.00	0.00	1,095.88	1,095.88	1,095.88	1,095.88
8/14/2013	IN	2862	9/13/2013	0.00	1,369.60	0.00	0.00	1,095.88	1,095.88	1,095.88	1,095.88
8/14/2013	IN	2863	9/13/2013	0.00	1,369.60	0.00	0.00	514.67	514.67	514.67	514.67
11/4/2013	IN	2956	12/4/2013	0.00	1,369.60	0.00	0.00	1,369.60	1,369.60	1,369.60	1,369.60
Vendor Total:				0.00	1,369.60	0.00	0.00	3,434.77	4,804.37	4,804.37	4,804.37
Vendor No.:	MIA15										
7/22/2013	IN	072113	7/29/2013	0.00	14,208.52	0.00	0.00	6,108.88	6,108.88	6,108.88	6,108.88
8/5/2013	IN	080513	8/12/2013	0.00	14,208.52	0.00	0.00	8,090.88	8,090.88	8,090.88	8,090.88
8/19/2013	IN	081813	8/26/2013	0.00	14,208.52	0.00	0.00	6,473.26	6,473.26	6,473.26	6,473.26
10/27/2013	IN	102713	11/3/2013	0.00	14,208.52	0.00	0.00	7,783.01	7,783.01	7,783.01	7,783.01
11/13/2013	IN	P94NOV1013	#####	0.00	14,208.52	0.00	0.00	7,556.76	7,556.76	7,556.76	7,556.76
11/24/2013	IN	P94NOV2413	12/1/2013	0.00	14,208.52	0.00	0.00	6,651.76	6,651.76	6,651.76	6,651.76
Vendor Total:				0.00	14,208.52	0.00	0.00	20,673.02	42,664.55	42,664.55	42,664.55
Vendor No.:	MOU01										
10/29/2013	IN	33674363	#####	0.00	0.00	0.00	0.00	51.08	51.08	51.08	51.08
Vendor Total:				0.00	0.00	0.00	0.00	0.00	51.08	51.08	51.08
Vendor No.:	MZM01										
8/1/2013	IN	2013-14-52	8/8/2013	0.00	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	1,500.00
Vendor Total:				0.00	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	1,500.00
Vendor No.:	NAS01										
8/1/2013	IN	NASRIN5331	8/8/2013	0.00	0.00	0.00	0.00	804.23	804.23	804.23	804.23
Vendor Total:				0.00	0.00	0.00	0.00	804.23	804.23	804.23	804.23
Vendor No.:	NET01										
11/8/2013	IN	2343	12/8/2013	0.00	1,500.00	0.00	0.00	1,500.00	1,500.00	1,500.00	1,500.00
Vendor Total:				0.00	1,500.00	0.00	0.00	1,500.00	1,500.00	1,500.00	1,500.00
Vendor No.:	NEX02										
8/16/2013	IN	25213	9/15/2013	0.00	0.00	0.00	0.00	80.00	80.00	80.00	80.00
Vendor Total:				0.00	0.00	0.00	0.00	80.00	80.00	80.00	80.00
Vendor No.:	NIC01										
7/31/2013	IN	68042	8/10/2013	0.00	0.00	0.00	0.00	526.90	526.90	526.90	526.90
Vendor Total:				0.00	0.00	0.00	0.00	526.90	526.90	526.90	526.90
Vendor No.:	OFF01										
8/5/2013	IN	080513	8/20/2013	0.00	0.00	0.00	0.00	454.61	454.61	454.61	454.61
9/4/2013	IN	090413	9/19/2013	0.00	0.00	0.00	0.00	312.76	312.76	312.76	312.76
Vendor Total:				0.00	0.00	0.00	0.00	454.61	767.37	767.37	767.37

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Vendor No.:	Vendor Name:	8/4/2013	8/20/2013	8/24/2013	8/29/2013	8/30/2013	8/30/2013	8/31/2013	9/12/2013	#####	12/1/2013	Vendor Total:
ROY01	ROYAL COOL AIR CONDITIONING, INC.	IN 12548	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
7/5/2013		IN 12575	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
7/21/2013		IN 12579	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
7/25/2013		IN 12606	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
7/30/2013		IN 12580	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
7/31/2013		IN 12600	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
8/1/2013		IN 12581	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
8/13/2013		IN 12593	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
10/31/2013		IN 12705	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
11/1/2013		IN 12711	950.00	203.50	612.36	196.50	1,720.00	2,300.00	88.00	110.00	1,720.00	8,880.36
SEC03	SECURE-TEK SYSTEMS CORP.	IN 00-5932	80.25	80.25	80.25	80.25	80.25	80.25	80.25	80.25	80.25	80.25
8/14/2013		IN 30479	80.25	80.25	80.25	80.25	80.25	80.25	80.25	80.25	80.25	80.25
SER01	SERVICE CENTRAL	IN 30479	614.61	614.61	614.61	614.61	614.61	614.61	614.61	614.61	614.61	614.61
11/22/2013		IN 13439	614.61	614.61	614.61	614.61	614.61	614.61	614.61	614.61	614.61	614.61
SFM01	SFM LANDSCAPE SERVICES, LLC	IN 13439	2,000.00	3,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
6/30/2013		IN 134405	2,000.00	3,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
7/31/2013		IN 134472	2,000.00	3,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
8/31/2013		IN 134700	2,000.00	3,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
11/30/2013		IN 3023188	2,000.00	3,000.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
SFM02	SFM SECURITY SERVICES, INC.	IN 3022607	1,336.97	1,911.87	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97
7/31/2013		IN 3022674	1,336.97	1,911.87	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97
8/14/2013		IN 3023188	1,336.97	1,911.87	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97
11/30/2013		IN 1019482	1,336.97	1,911.87	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97	1,336.97
SFM03	SFM JANITORIAL SERVICES, LLC	IN 1019520	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93
7/29/2013		IN 1019601	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93
8/5/2013		IN 1019606	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93
8/12/2013		IN 1020101	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93
8/19/2013		IN 1020101	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93
11/25/2013		IN 1020101	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93	3,616.93
Vendor Total:			14,467.72	20,146.95	14,467.72	14,467.72	14,467.72	14,467.72	14,467.72	14,467.72	14,467.72	20,146.95

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Vendor Name: SHIFTECH, INC.
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Vendor No.:	SHF01	7/1/2013	16,050.00	16,050.00	0.00	0.00	90,923.77	90,923.77
6/1/2013	IN	ETR002124		16,050.00				
6/1/2013	IN	LSR023806		9,116.40				9,116.40
7/1/2013	IN	ETR002205		16,050.00				16,050.00
7/1/2013	IN	LSR024754		9,116.40				9,116.40
8/1/2013	IN	ETR002291		9,837.10				9,837.10
8/1/2013	IN	LSR025709		5,587.47				5,587.47
11/1/2013	IN	ETR002550	16,050.00	16,050.00				16,050.00
11/1/2013	IN	LSR028594	9,116.40	9,116.40				9,116.40
Vendor Total:			25,166.40	65,767.37	0.00	0.00	90,923.77	90,923.77

Vendor No.:	SIR01	8/10/2013	4,958.38	4,958.38	0.00	0.00	6,178.67	6,178.67
7/31/2013	IN	15260		4,958.38				4,958.38
7/31/2013	IN	15261		238.10				238.10
8/7/2013	IN	15278		297.87				297.87
8/9/2013	IN	15284		59.96				59.96
11/7/2013	IN	15531	200.61	200.61				200.61
11/14/2013	IN	15546	423.75	423.75				423.75
Vendor Total:			624.36	5,554.31	0.00	0.00	6,178.67	6,178.67

Vendor No.:	SPE01	9/8/2013	11,050.00	11,050.00	0.00	0.00	11,050.00	11,050.00
8/8/2013	IN	1139		11,050.00				11,050.00
11/7/2013	IN	1272		11,050.00				11,050.00
Vendor Total:			11,050.00	22,100.00	0.00	0.00	22,100.00	22,100.00

Vendor No.:	SPO02	6/26/2013	2,850.00	2,850.00	0.00	0.00	2,850.00	2,850.00
6/19/2013	IN	17471		2,850.00				2,850.00
6/21/2013	IN	17690		2,850.00				2,850.00
6/27/2013	IN	17901		2,850.00				2,850.00
7/8/2013	IN	18112		2,850.00				2,850.00
7/11/2013	IN	18364		2,850.00				2,850.00
7/18/2013	IN	18578		2,850.00				2,850.00
7/24/2013	IN	18792		2,850.00				2,850.00
8/5/2013	IN	19040		2,850.00				2,850.00
8/8/2013	IN	19253		2,850.00				2,850.00
8/16/2013	IN	19559		2,850.00				2,850.00
8/22/2013	IN	19769		2,850.00				2,850.00
8/28/2013	IN	19989		2,850.00				2,850.00
11/21/2013	IN	23279	2,850.00	2,850.00				2,850.00
Vendor Total:			2,850.00	32,164.00	0.00	0.00	35,014.00	35,014.00

Vendor No.:	SUN01	8/28/2013	814.00	814.00	0.00	0.00	814.00	814.00
8/28/2013	IN	19989		814.00				814.00
Vendor Total:			814.00	814.00	0.00	0.00	814.00	814.00

Vendor Name: SUNSHINE CLEANING CONTRACTORS, I
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Vendor No.:	Vendor Name:	Invoice Date	Invoice No.	Invoice Amount	Payment Date	Payment Amount	Balance
7/21/2013	SA20130741	8/20/2013		214.00		214.00	214.00
7/28/2013	SA20130761	8/27/2013		214.00		214.00	214.00
7/31/2013	SA20130705	8/30/2013		946.95		946.95	946.95
8/31/2013	SA20130805	9/30/2013		948.02		948.02	948.02
	Vendor Total:			2,322.97	0.00	2,322.97	2,322.97
8/7/2013	SUZ01	8/14/2013		160.43		160.43	160.43
11/11/2013	Z273592	###		311.92		311.92	311.92
	Vendor Total:			160.43	0.00	160.43	160.43
7/23/2013	SYS01	8/22/2013		1,415.87		1,415.87	1,415.87
7/30/2013	307231145	8/29/2013		217.04		217.04	217.04
8/6/2013	307301088	9/5/2013		687.63		687.63	687.63
	Vendor Total:			2,320.54	0.00	2,320.54	2,320.54
10/11/2013	TAL01	###		25,250.00		25,250.00	25,250.00
	Vendor Total:			25,250.00	0.00	25,250.00	25,250.00
6/24/2013	THE05	7/24/2013		1,962.94		1,962.94	1,962.94
7/25/2013	062413	8/24/2013		1,077.11		1,077.11	1,077.11
8/25/2013	072513	9/24/2013		1,861.50		1,861.50	1,861.50
	Vendor Total:			4,901.55	0.00	4,901.55	4,901.55
7/31/2013	TOT01	8/30/2013		980.00		980.00	980.00
8/31/2013	320390	9/30/2013		140.00		140.00	140.00
11/30/2013	322016	###		84.00		84.00	84.00
	Vendor Total:			1,204.00	0.00	1,204.00	1,204.00
7/16/2013	UGM01	8/15/2013		48,111.05		48,111.05	48,111.05
7/31/2013	3415	8/30/2013		4,250.00		4,250.00	4,250.00
	Vendor Total:			52,361.05	0.00	52,361.05	52,361.05
7/24/2013	UNI15	7/31/2013		991.25		991.25	991.25
8/31/2013	41777	9/7/2013		1,626.40		1,626.40	1,626.40
10/31/2013	43207	11/7/2013		375.57		375.57	375.57
	Vendor Total:			1,993.22	0.00	1,993.22	1,993.22

Vendor Name: SUZO-HAPP GROUP
 Vendor Name: SYSCO SOUTH FLORIDA, INC.
 Vendor Name: TALENT VENTURES, LLC
 Vendor Name: HOME DEPOT CREDIT SERVICES
 Vendor Name: TOTAL COMPLIANCE NETWORK, INC.
 Vendor Name: UGM ENTERPRISES
 Vendor Name: UNITED FIRE PROTECTION, INC.

Vendor No.:	IN	DEC/13	UNU01	Vendor Total:	0.00	0.00	0.00	2,617.65	2,993.22	2,993.22
11/19/2013	IN	DEC/13	UNU01	Vendor Total:	0.00	0.00	0.00	2,617.65	2,993.22	2,993.22
Vendor Name: UNUM LIFE INSURANCE 2,339.13 2,339.13 2,339.13										
8/19/2013	IN	PINW-073451	WEE01	Vendor Total:	0.00	0.00	0.00	900.41	900.41	900.41
8/19/2013	IN	PINW-073451	WEE01	Vendor Total:	0.00	0.00	0.00	900.41	900.41	900.41
Vendor Name: THE WEEKS-LERMAN GROUP, LLC 900.41 900.41										
8/17/2013	IN	053267	ZAP02	Vendor Total:	0.00	0.00	0.00	14.51	14.51	14.51
8/17/2013	IN	053267	ZAP02	Vendor Total:	0.00	0.00	0.00	14.51	14.51	14.51
Vendor Name: ZAP LOGISTICS 14.51 14.51										
MIAMI Totals: 378,971.52 125,446.68 69,617.00 967,535.44 1,541,570.64 1,795,276.85										
4/22/2013	IN	0000017936	AIZ02	Vendor Total:	0.00	0.00	0.00	1,700.00	1,700.00	1,700.00
4/22/2013	IN	0000017936	AIZ02	Vendor Total:	0.00	0.00	0.00	1,700.00	1,700.00	1,700.00
Vendor Name: JON AIZPITARTE 1,700.00 1,700.00										
9/2/2013	IN	1678636 090213	CRY02	Vendor Total:	0.00	222.36	0.00	0.00	222.36	222.36
11/2/2013	IN	1678636 110213	CRY02	Vendor Total:	0.00	455.88	222.36	0.00	455.88	455.88
11/2/2013	IN	1678636 110213	CRY02	Vendor Total:	0.00	455.88	222.36	0.00	678.24	678.24
Vendor Name: CRYSTAL SPRINGS WATER CO. 222.36 455.88 455.88										
5/30/2013	IN	053013	ERK02	Vendor Total:	0.00	0.00	0.00	1,607.70	1,607.70	1,607.70
5/30/2013	IN	053013	ERK02	Vendor Total:	0.00	0.00	0.00	1,607.70	1,607.70	1,607.70
Vendor Name: AITZOL ERKIAGA 1,607.70 1,607.70										
5/11/2013	IN	017977	ERK03	Vendor Total:	0.00	0.00	0.00	1,607.88	1,607.88	1,607.88
5/11/2013	IN	017977	ERK03	Vendor Total:	0.00	0.00	0.00	1,607.88	1,607.88	1,607.88
Vendor Name: ARITZ ERKIAGA 1,607.88 1,607.88										
8/15/2013	IN	1-211-22309	FED01	Vendor Total:	0.00	0.00	0.00	14.11	14.11	14.11
11/14/2013	IN	1-245-20097	FED01	Vendor Total:	0.00	85.80	0.00	0.00	85.80	85.80
11/14/2013	IN	1-245-20097	FED01	Vendor Total:	0.00	85.80	0.00	0.00	99.91	99.91
Vendor Name: FEDEX 14.11 85.80 85.80										
5/28/2013	IN	0001412	FLO06	Vendor Total:	0.00	0.00	0.00	1,700.00	1,700.00	1,700.00
5/28/2013	IN	0001412	FLO06	Vendor Total:	0.00	0.00	0.00	1,700.00	1,700.00	1,700.00
Vendor Name: BENAT FLORES 1,700.00 1,700.00										
Vendor No.:	GON01			Vendor Total:	0.00	0.00	0.00	0.00	0.00	0.00
Vendor No.:	GON01			Vendor Total:	0.00	0.00	0.00	0.00	0.00	0.00
Vendor Name: RUBEN GONZALEZ 0.00 0.00										

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5/26/2013	IN	052613	6/15/2013	0.00	0.00	0.00	1,548.53	1,548.53	1,548.53
		Vendor Total:		0.00	0.00	0.00	1,548.53	1,548.53	1,548.53
Vendor No.:		GUI01	Vendor Name:	JULIAN GUIASOLA					
5/22/2013	IN	017967	6/11/2013				1,700.00	1,700.00	1,700.00
8/27/2013	IN	082713	9/16/2013				25.00	25.00	25.00
		Vendor Total:		0.00	0.00	0.00	1,725.00	1,725.00	1,725.00
Vendor No.:		OSA02	Vendor Name:	INAKI OSA					
6/19/2013	IN	061913	7/19/2013				1,398.90	1,398.90	1,398.90
		Vendor Total:		0.00	0.00	0.00	1,398.90	1,398.90	1,398.90
Vendor No.:		RUI01	Vendor Name:	RICARDO RUIZ					
10/23/2013	IN	102313	11/2/2013		25.00			25.00	25.00
		Vendor Total:		0.00	25.00	0.00	0.00	25.00	25.00
Vendor No.:		SOE01	Vendor Name:	WAGIMAN SOEMANTO					
8/27/2013	IN	082713	9/26/2013				257.48	257.48	257.48
		Vendor Total:		0.00	0.00	0.00	257.48	257.48	257.48
SUMMER		PLAYER Totals:		0.00	541.68	25.00	11,569.60	12,348.64	12,348.64
Vendor No.:		DAN01	Vendor Name:	DANIA JAI-ALAI					
2/28/2013	IN	022813OUTS	3/30/2013				2,376.28	2,376.28	2,376.28
		Vendor Total:		0.00	0.00	0.00	2,376.28	2,376.28	2,376.28
Vendor No.:		DAN01-SUMMER	Vendor Name:	DANIA JAI-ALAI					
6/14/2013	IN	053113	7/14/2013				200.23	200.23	200.23
7/6/2013	IN	070613	8/5/2013				9,991.39	9,991.39	9,991.39
7/13/2013	IN	071313	8/12/2013				7,896.69	7,896.69	7,896.69
7/20/2013	IN	072013	8/19/2013				9,687.63	9,687.63	9,687.63
7/24/2013	IN	063013	8/23/2013				14,366.09	14,366.09	14,366.09
7/27/2013	IN	072713	8/29/2013				10,975.39	10,975.39	10,975.39
		Vendor Total:		0.00	0.00	0.00	53,117.42	53,117.42	53,117.42
Vendor No.:		LEW01	Vendor Name:	LEWISTON RACE WAYS					
8/31/2013	IN	083113	9/7/2013				5,015.41	5,015.41	5,015.41
		Vendor Total:		0.00	0.00	0.00	5,015.41	5,015.41	5,015.41
		SUMMER Totals:		0.00	0.00	0.00	60,509.11	60,509.11	60,509.11
		Report Total:		310,974.75	513,121.91	211,562.87	119,626.51	2,321,974.37	3,168,275.46
									3,477,250.21

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8.94% 6.08% 3.44% 66.78% 91.06% 100.00%

CR: Credit Note
 AD: Adjustment
 ED: Earned Discount Taken
 DB: Debit Note
 CF: Applied Credit (from)
 GL: Gain or Loss (multicurrency ledgers)
 IN: Invoice
 CT: Applied Credit (to)
 IT: Interest Charge
 DF: Applied Debit (from)
 PY: Payment
 PI: Prepayment
 DT: Applied Debit (to)
 RD: Rounding
 MC: Miscellaneous Payment

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SCHEDULE 2.07
NO MATERIAL CHANGE

Schedule 2.10 regarding the current status of pending and/or threatened legal proceedings of the Seller Parties.

Schedule 2.06(b) regarding defaults under terms or provisions of Contracts relating to the Business, the Assets or Seller.

See Schedule 2.09(a) regarding late filings.

SCHEDULE 2.09(a)
TAXES

1. Seller made a late 941 payment and was put on a payment plan to pay \$1,725 monthly for 63 months for penalties and interest relating to the late payment. Seller paid the Internal Revenue Service in full on July 25, 2013.
2. Seller filed its 2011 consolidated federal and state income tax returns after their extended due dates. Since there was no tax due with the returns, due to the losses experienced by the Seller in 2011, management expects no significant adverse repercussions.
3. Seller will have to pay Miami-Dade County, Florida and St. Lucie County, Florida for 2013 real property taxes and tangible personal property taxes, which are due in March but may be paid earlier for a discount.
4. Miami-Dade County, Florida and St. Lucie County, Florida 2012 real property taxes and tangible personal property taxes were paid on July 18, 2013 and May 10, 2013, respectively.
5. Seller has not filed its 2012 consolidated federal and state income tax returns.

SCHEDULE 2.10
LEGAL PROCEEDINGS

1. See the Loss Runs for each insurance policy, which were included in the Intralinks data room created in connection with Seller's bankruptcy auction and Purchaser acknowledges receipt thereof. To the extent necessary Seller shall provide an updated list of insurance claims pursuant to a Schedule Supplement in accordance with Section 4.13(e) of the Agreement.
2. City of Miami, Florida is requiring that a sprinkler system and emergency lighting be installed at the Miami Jai-Alai Facility, which will cost approximately \$400,000.00 as disclosed on Schedule 2.11. Approximately 50% of the work has been completed.
3. ABC Funding, LLC, et. al. v. Florida Gaming Centers, Inc., et. al., Miami-Dade County Circuit Court, Action No. 12-35064-CA-58.
4. ABC Funding, LLC, et. al. v. Florida Gaming Centers, Inc., et. al., St. Lucie County Circuit Court, Action No. 56-2012-CA-003525-AXXXHC.
5. Herbert Silverberg v. Florida Gaming Corp., Silvermark LLC, et. al., Delaware Court of Chancery Civil Action, No. 8292-VCN.
6. Florida Gaming Centers, Inc. v. Innovation Capital LLC, Florida Circuit Court – Miami-Dade, No. 2013-005105-CA-01.

SCHEDULE 2.11
COMPLIANCE WITH LAWS

City of Miami, Florida is requiring that a sprinkler system and emergency lighting be installed at the Miami Jai-Alai Facility, which will cost approximately \$400,000.00. Approximately 50% of the work has been completed.

SCHEDULE 2.12(a)
BENEFIT PLANS: ERISA

1. 401(k) Plans
 - (a) Player – company \$100 monthly contribution per player
 - (b) Non – Player ; Voluntary No company contribution or match
2. Employment Agreements
 - (a) W. Bennett Collett, Jr.
 - (b) Daniel J. Licciardi
 - (c) Director of Marketing – pending Court Approval
 - (d) Director of HR – pending Court Approval
3. Employee Benefit Plans
 - (a) Health Care – employer contribution
 - (b) Life Insurance – with health plan
 - (c) Major medical – voluntary – no company contribution
 - (d) Vision and Dental

Vidhi Shah
Skadden Arps
Mar 10, 2014 12:05

Florida Gaming 2013 Payroll Deductions

12/01/2013-12/31/2014 Plan Year

EMPLOYER PAYS 75% OF THIS PLAN FOR EACH PLAN/PLAYERS ARE 100% ER PAID											
HMO 5563		Mo. Prem.	75% Employer Contribution	Monthly EE Health Premium	Mo. Life Prem.	75% Employer Contribution	Monthly EE Life Premium	Monthly EE Premium	EE Mo. Cont.	EE Bi-Weekly Cont.	EE Weekly Cont.
	Tier										
	EE Only	118	\$413.79	\$103.45	\$5.40	\$4.05	\$1.35	\$104.80	\$104.80	\$48.37	\$24.18
	EE+1	7	\$959.99	\$649.65	\$5.40	\$4.05	\$1.35	\$651.00	\$651.00	\$300.46	\$150.23
	EE+2 or more	7	\$1,191.75	\$881.41	\$5.40	\$4.05	\$1.35	\$882.76	\$882.76	\$407.43	\$203.71
	Monthly	132	\$63,889.40	\$22,924.52	\$712.80	\$534.60	\$178.20	\$23,102.72	\$23,102.72	\$10,662.79	\$5,331.40
	Annual		\$766,672.80	\$275,094.24	\$8,553.60	\$6,415.20	\$2,138.40	\$277,232.64	\$277,232.64	\$127,933.53	\$63,976.76
Health insurance premiums include \$5.40 for the 15K life ins. Co. pays 75% of that amount											
EMPLOYER PAYS 75% OF HMO 5563 FOR EACH PLAN/PLAYERS ARE 100% ER PAID											
HMO 5234		Mo. Prem.	75% Employer Contribution	Monthly EE Health Premium	Mo. Life Prem.	75% Employer Contribution	Monthly EE Life Premium	Monthly EE Premium	EE Mo. Cont.	EE Bi-Weekly Cont.	EE Weekly Cont.
	Tier										
	EE Only	39	\$593.20	\$282.86	\$5.40	\$4.05	\$1.35	\$288.26	\$288.26	\$133.04	\$66.52
	EE+1	8	\$1,376.20	\$1,065.85	\$5.40	\$4.05	\$1.35	\$1,071.26	\$1,071.26	\$494.83	\$247.41
	EE+2 or more	23	\$1,708.45	\$1,398.11	\$5.40	\$4.05	\$1.35	\$1,399.46	\$1,399.46	\$645.90	\$322.95
	Monthly	70	\$73,438.75	\$51,714.95	\$78.00	\$283.50	\$94.50	\$51,999.80	\$51,999.80	\$23,999.91	\$11,999.95
	Annual		\$881,265.00	\$620,579.40	\$4,536.00	\$3,402.00	\$1,134.00	\$623,997.60	\$623,997.60	\$287,998.89	\$143,999.45
Health insurance premiums include \$5.40 for the 15K life ins. Co. pays 75% of that amount											
EMPLOYER PAYS 75% OF HMO 5563 FOR EACH PLAN/PLAYERS ARE 100% ER PAID											
POS CH 5234		Mo. Prem.	75% Employer Contribution	Monthly EE Health Premium	Mo. Life Prem.	75% Employer Contribution	Monthly EE Life Premium	Monthly EE Premium	EE Mo. Cont.	EE Bi-Weekly Cont.	EE Weekly Cont.
	Tier										
	EE Only	15	\$723.86	\$310.34	\$5.40	\$4.05	\$1.35	\$414.87	\$414.87	\$193.04	\$96.52
	EE+1	31	\$1,679.24	\$1,079.41	\$5.40	\$4.05	\$1.35	\$1,370.35	\$1,370.35	\$624.83	\$312.41
	EE+2 or more	2	\$2,084.78	\$1,103.34	\$5.40	\$4.05	\$1.35	\$1,775.79	\$1,775.79	\$815.90	\$407.95
	Monthly	18	\$16,706.80	\$5,886.12	\$97.20	\$72.90	\$24.75	\$11,144.98	\$11,144.98	\$5,079.91	\$2,539.95
	Annual		\$200,481.60	\$67,033.44	\$1,166.40	\$874.80	\$297.00	\$133,739.76	\$133,739.76	\$60,958.92	\$30,499.40
Health insurance premiums include \$5.40 for the 15K life ins. Co. pays 75% of that amount											

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Skadden Arps
Mar 10, 2014 12:05

SCHEDULE 2.13(a)
REAL PROPERTY

Owned Property

	Owner	Folio #	Street Address	Summary Legal Description
3.	City National Bank of Florida	01-3129-015-0010	3500 NW 37 th Ave., Miami, FL 33142	Fronton Heights Addn PB 90-20, City of Miami
4.	City National Bank of Florida	01-3129-015-0020	3500 NW 37 th Ave., Miami, FL 33142	Fronton Heights Addn PB 90-20, Dade County
5.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1910	3695 NW 35 th St., Miami, FL 33142	Melrose Hgts 5 th Sec. PB 17-22, Lots 24-29 BLK 71
6.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1970	3695 NW 35 th St., Miami, FL 33142	Melrose Hgts 5 th Sec. PB 17-22, Lot 30, BLK 71
7.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1980	3695 NW 35 th St., Miami, FL 33142	Melrose Hgts, 5 th Sec. PB 17-22, Lot 31, BLK 71
8.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1990	3695 NW 35 th St., Miami, FL 33142	Melrose Hgts 5 th Sec. PB 17-22, Lot 32, BLK 71
9.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-2000	3601 NW 35 th St., Miami, FL 33142	Melrose Hgts 5 th Sec. PB 17-22, Lots 33-36, BLK 71
10.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1290		Melrose Hgts 5 th Sec. PB 17-22, Lots 1-17 inc. & 21-26 inc. BLK 69
11.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1460	3663 NW 33rd St., Miami, FL 33142	Melrose Hgts. 5 th Sec. PB 17-22, Lots 18-19 BLK 69
12.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1540		Melrose Hgts. 5 th Sec. PB 17-22, Lots 1-18 & 25 & 26 BLK 70 & N1/2 34 ST'S of LTS 16-17-18
13.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1720	3655 NW 34 th St., Miami, FL 33142	Melrose Hgts. 5 th Sec. PB 17-22, Lots 19-22 Inc. BLK 70 & N 1/2 of NW 34 th St Lyg S & Adj.
14.	Florida Gaming Centers, Inc. and City National Bank of Florida	30-3128-014-1730	3635 NW 34 th St., Miami, FL 33142	Melrose Hgts. 5 th Sec. PB 17-22, Lots 23 & 24 Blk 70 & N 1/2 of NW 34 St. Lyg. S & Adj. Closed Per
15.	Florida Gaming Centers, Inc.	2313-233-0001-000/0	1750 S. Kings Hwy., Ft. Pierce, FL 34945	
16.	Florida Gaming Corporation	2313-233-0002-000/7	1776 Kings Hwy., Ft. Pierce, FL 34945	
17.	Florida Gaming Corporation	2313-233-0003-000/4	1790 Kings Hwy, Ft. Pierce, FL 34945	
18.	Florida Gaming Centers, Inc.	2313-322-0012-000/3	0 Kings Hwy, Ft. Pierce, FL	

		34945	
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Real Property Leases

	Lessee	Name of Lease	Facility
19.	Casino Café	Food Services Management Agreement (Florida Gaming Corporation as Landlord)	Miami
20.	Summer Jai Alai Partners	Lease (Seller as Landlord)	Miami

SCHEDULE 2.13(b)
REAL PROPERTY ISSUES

1. The Real Property is insured by a Lender's policy of title insurance effective as of the closing date of the Summit Loan. Seller does not have an Owner's policy of title insurance on the Real Property.
2. City of Miami, Florida is requiring that a sprinkler system and emergency lighting be installed at the Miami Jai-Alai Facility, which will cost approximately \$400,000.00. Approximately 50% of the work has been completed.
3. Ft. Pierce Jai-Alai needs to replace a non-functioning fire pump and control panel for same that were damaged in the summer storms. The preliminary estimate for the repair/replacement is approximately \$30,000.

SCHEDULE 2.13(d)
INSURANCE CLAIMS/NOTICE OF DEFECTS

1. City of Miami, Florida is requiring that a sprinkler system and emergency lighting be installed at the Miami Jai-Alai Facility, which will cost approximately \$400,000.00. Approximately 50% of the work has been completed.
2. Ft. Pierce Jai-Alai needs to replace a non-functioning fire pump and control panel for same that were damaged in the summer storms. The preliminary estimate for the repair/replacement is approximately \$30,000.
3. See the list of insurance claims set forth on Schedule 2.10.
4. Seller has the right to cause the Miami-Dade County, Florida to vacate 37th Avenue pursuant to Resolution, No. R-508-11, recorded in Official Records Book 27779, Page 151, Public Records of Miami-Dade County, Florida, subject to the terms of the Stipulated Order of Taking and Final Judgment recorded March 19, 2009 in Official Records Book 26794, Page 1330, Public Records of Miami-Dade County, Florida, and the terms, covenants, conditions, rights, duties and obligations contained in that certain Settlement Agreement contained therein.
5. There is a civil judgment against Seller for \$20,000 held by Tampa Bay Systems Sales, Inc.
6. There is a state tax warrant against Seller for \$234 by the State of Indiana.

SCHEDULE 2.13(e)
NOTICE OF VIOLATIONS

Seller received a Zoning Citation, No. 2012-TO26004 for failure to obtain a proper permit for the parking lot. Seller resolved this issue and the Citation has been released.

SCHEDULE 2.13(m)
PERCENTAGE PAYMENTS

Revenue Sharing Agreement	Percentage Payment	Amount Already Paid
Jai-Alai Players Collective Bargaining Agreement	1.75% of Slot Revenue	Paid in full on 15 th of each month
City of Miami, Florida	1.5% of Slot Revenue	Paid in full on 15 th of each month
Miami-Dade County, Florida	1.5% of Slot Revenue	Paid in full on 15 th of each month
City of Ft. Pierce, Florida and St. Lucie County, Florida	3.0% of Slot Revenue and poker rake	Paid annually; approximately \$80,000 for 2013 will be due in spring 2014

SCHEDULE 2.16(a)
CONTRACTS

All written and unwritten employment contracts:

See Schedule 2.23(a).

All Contracts containing a provision or covenant prohibiting or limiting the ability of the Seller to engage in any business activity or compete with any Person:

Summit Loan and Security Agreements.

All partnership, joint venture, shareholders' or other similar Contracts:

None.

All Contracts with distributors, dealers, manufacturer's representatives, sales agencies or franchises:

None.

All Contracts relating to Indebtedness of the Seller:

See Schedule 2.06(b).

All Contracts providing for (A) the future disposition or acquisition of any assets or properties, and (B) any merger or other business combination:

None.

All Contracts between Seller and any Affiliate of Seller:

See Schedule 2.18.

All Contracts that limit or contain restrictions on the ability of Seller to incur Indebtedness or incur or suffer to exist any Lien, or to purchase or sell any Assets or to change the Business:

1. Summit Loan and Security Agreements.
2. Mortgage and Security Agreement, dated as of March 27, 2009, among Seller, City National Bank of Florida, and Miami-Dade County.
3. Mortgage and Security Agreement, dated as of June 17, 2011, among Seller, City National Bank of Florida, and Miami-Dade County.

4. Food Services Management Agreement, dated November 2011, between Casino Café, Inc. and Seller.

5. The Licenses and other Intangible Personal Property described in Schedule IV to the Agreement.

All collective bargaining or similar union contracts covering an Employee or the Jai-Alai Players:

Jai-Alai Players Collective Bargaining Agreement.

All other Contracts that (A) involve the future payment or potential future payment of more than \$25,000 annually or (B) cannot be terminated within thirty (30) days after giving notice of termination without resulting in any cost or penalty to Seller:

The Contracts listed on Schedule II, which show a monthly or annual amount greater than \$25,000 annually, and the Contracts on the attached list.

	Company	Service/Product	Property	Contract Date	Exp Date	Amount	Frequency
1.	Televue Racing Patrol, Inc. (now owned by International Sound Corp.)	Televising Pari-mutuel Wagering	Miami	Feb. 16, 2011	Feb. 15, 2016	\$331	Daily - Live
2.	Televue Racing Patrol, Inc. (now owned by International Sound Corp.)	Televising Pari-mutuel Wagering	Miami	Feb. 16, 2011	Feb. 15, 2016 (not in effect right now)	\$50	Daily - Simulcast
3.	Konica-Minolta	Copier Leases	Miami	Oct. 18, 2011	Oct. 17, 2016	\$2,640	Monthly
4.	Otis Elevator	Elevator Service Contract (3) elevators	Miami			\$6,366	Quarterly
5.	Miami-Dade County, Florida	Promissory Note in the face amount of \$3,013,586.10	Miami	March 27, 2009	April 1, 2024	See Amortization schedule attached to the Note	Monthly
6.	Miami-Dade County, Florida	Mortgage and Security Agreement to Miami-Dade County, Florida, recorded in Book 26817, Page 2713 (Parcel 1).	Miami	April 6, 2009			
7.	Miami-Dade County, Florida	Promissory Note in the face amount of \$12,054,344.00	Miami	June 17, 2011	June 15, 2026	See Amortization Schedule attached to the Note	Monthly
8.	Miami-Dade County, Florida	Mortgage and Security Agreement to Miami-Dade County, Florida, recorded in Book 27728 at Page 1880 (Parcel 3).	Miami	June 17, 2011			
9.	Miami-Dade County, Florida	Settlement Agreement	Miami	February 3, 2009			
10.	Miami-Dade County, Florida	Letter Agreement	Miami	February 16, 2011			
11.	American Gaming System	Slot machine leases	Miami	Jan. 21, 2011	June 22, 2014	\$175,500	Monthly
12.	American Gaming System	Slot machine leases	Miami	Jan. 21, 2011	Jan. 22, 2014 (now month to month)	\$41,880	Monthly

13.	DigiDeal	Electronic blackjack dealers	Miami	Oct. 27, 2011	Oct 15, 2014	\$2,000	Monthly
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The Revenue Sharing Agreements shown on Schedule II.

SCHEDULE 2.16(c)
CONTRACTS – RIGHT TO TERMINATE
AS A RESULT OF SALE

See Schedule 2.03(b).

SCHEDULE 2.17
INSURANCE

- (i) List of Policies – See Attached
- (ii) Summaries of Policies – See Attached

Vidhi Shah

Policy Overview

Prepared on: 12/20/2013 Page 1 of 25

agency: Mack, Mack & Waitz Insurance Group, Inc.
 1211 S Military Trail, Suite 100
 Deerfield Beach, FL 33442
 (954)640-6225
 (954)640-6225
 info@mackinsurance.com

For: Florida Gaming Centers, Inc.
 3500 NW 37th Avenue
 Miami, FL 33142
 Res: (561)971-1978
 Bus: (305)633-6400
 cetaceandl@aol.com

Policy Type	Insurance Company	Policy Number	Policy Period	Total Cost
Flood	Wright National Flood Insurance Comp:	091150143223	1/19/2013 - 11/9/2014	2,340.00
General Liability	Philadelphia Indemnity Ins. Co	PHPK1081135	9/30/2013 - 9/30/2014	78,080.53
Flood	Standard Fire Insurance	6002559869	4/26/2013 - 4/26/2014	11,093.00
General Liability	Illinois National Insurance Company	01-818-59-13	3/5/2013 - 3/5/2014	40,520.00
Directors and Officers	National Union Fire Insurance Compan	01-608-45-71	3/5/2013 - 3/5/2014	102,100.00
Commercial Property	Lexington Insurance Company	018338834	1/24/2013 - 1/24/2014	537,041.60
Boiler & Machinery	Hartford Steam Boiler Ins. Co.	FBP9444849	1/24/2013 - 1/24/2014	9,390.51
Commercial Property	Landmark American	LHD379955	1/24/2013 - 1/24/2014	59,111.60
Commercial Property	Alterra Excess & Surplus Insurance Coi	MAX3XP0061513...	1/24/2013 - 1/24/2014	150,526.36
Commercial Property	Aspen Specialty Insurance Company	PXA96P013.....	1/24/2013 - 1/24/2014	182,663.18
Bonds	Lexon Insurance Company	1056759	1/1/2012 - 1/1/2014	16,208.00
Crime	National Union Fire Insurance Compan	015827902	1/1/2013 - 1/1/2014	15,630.00
Umbrella(C)	North River Insurance Company	5227476588	9/30/2013 - 9/30/2014	36,676.80
Umbrella(C)	Philadelphia Indemnity Ins. Co	PHUB436145	9/30/2013 - 9/30/2014	33,553.00
Bonds	Lexon Insurance Company	1022599	8/17/2013 - 8/17/2014	8,104.00
Bonds	Lexon Insurance Company	1022600	8/17/2013 - 8/17/2014	8,104.00
Bonds	Lexon Insurance Company	1026701	8/17/2013 - 8/17/2014	4,052.00
Workers Compensation	FWCJUA	6FR13U52864C49613	7/23/2013 - 7/23/2014	843,707.00
Commercial Property	Arch Specialty Insurance Company	ESP730010400	5/31/2013 - 5/31/2014	68,245.00
Bonds	Lexon Insurance Company	1056758	4/27/2013 - 4/27/2014	162,080.00

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Applicant Information & Policy Coverages

Page 2 of 25

Prepared on: 12/20/2013

agency: Mack, Mack & Waltz Insurance Group, Inc.
1211 S Military Trail, Suite 100
Deerfield Beach, FL 33442
(954)640-6225
(954)640-6225
info@mackinsurance.com

For: Florida Gaming Centers, Inc.
3500 NW 37th Avenue
Miami, FL 33142
Res: (561)971-1978
Bus: (305)633-6400
cetaceand@aol.com

Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
Applicant Information First Named Insured: Florida Gaming Centers, Inc. Doing Business As: Casino Miami Jai Alai Ft. Pierce Jai Alai Miami Jai Alai		National Union Fire Insurance C	0158827902	1/1/2013 - 1/1/2014	
Additional Named Inst. Florida Gaming Corporation		National Union Fire Insurance C	01-608-45-71	3/5/2013 - 3/5/2014	
First Named Insured: Florida Gaming Centers, Inc.		Illinois National Insurance Com	01-818-59-13	3/5/2013 - 3/5/2014	
Additional Named Inst. Phoenix Gaming, dba Miami Casino Management		Lexington Insurance Company	018336834	1/24/2013 - 1/24/2014	
First Named Insured: Florida Gaming Centers, Inc.		Wright National Flood Insurance	091150143223	11/9/2013 - 11/9/2014	
Additional Named Inst. Phoenix Gaming, dba Miami Casino Management		Lexon Insurance Company	1022599	8/17/2013 - 8/17/2014	
First Named Insured: Florida Gaming Centers, Inc.					
Doing Business As: Miami Jai Alai Casino Miami Jai Alai					
Additional Named Insu. Florida Gaming Corporation					
First Named Insured: FLORIDA GAMING CENTERS INC					
First Named Insured: Florida Gaming Centers, Inc. Florida Gaming Centers, Inc.					

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

Applicant Information & Policy Coverages Prepared on: 12/20/2013 Page 3 of 25

agency: Mack, Mack & Waltz Insurance Group, Inc.
 1211 S Military Trail, Suite 100
 Deerfield Beach, FL 33442
 (954)640-6225
 (954)640-6225
 info@mackinsurance.com

For: Florida Gaming Centers, Inc.
 3500 NW 37th Avenue
 Miami, FL 33142
 Res: (561)971-1978
 Bus: (305)633-6400
 cetaceandl@aol.com

Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
First Named Insured: Florida Gaming Centers, Inc. Florida Gaming Centers, Inc. Florida Gaming Centers, Inc. Florida Gaming Centers, Inc. Florida Gaming Centers, Inc. Florida Gaming Centers, Inc. Florida Gaming Centers, Inc.		Lexon Insurance Company	1022600	8/17/2013 - 8/17/2014	
First Named Insured: Florida Gaming Centers, Inc.		Lexon Insurance Company	1026701	8/17/2013 - 8/17/2014	
First Named Insured: Florida Gaming Centers, Inc.		Lexon Insurance Company	1056758	4/27/2013 - 4/27/2014	
First Named Insured: Florida Gaming Centers, Inc.		Lexon Insurance Company	1056759	1/1/2012 - 1/1/2014	
First Named Insured: Florida Gaming Centers, Inc.		North River Insurance Company	6227476588	9/30/2013 - 9/30/2014	
Doing Business As: Casino Miami Jai Alai Miami Jai Alai Ft. Pierce Jai Alai		Standard Fire Insurance	8002559869	4/26/2013 - 4/26/2014	
Additional Named Insured: Florida Gaming Corporation FLORIDA GAMING CENTERS INC		FWCJUA	6FR13UB2864C49613	7/23/2013 - 7/23/2014	
First Named Insured: Florida Gaming Centers, Inc.					
Doing Business As: Ft. Pierce Jai Alai Casino Miami Jai Alai Miami Jai Alai					
Additional Named Insured: Florida Gaming Corporation					

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Applicant Information & Policy Coverages				Preparation: 12/30/2013	Page 4 of 25
Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
agency: Maack, Maack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com					
For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 ceta.ceandl@aol.com					
First Named Insured:	Florida Gaming Centers, Inc.	Arch Specialty Insurance Comp	ESP730010400	5/31/2013 - 5/31/2014	
Doing Business As:	Ft. Pierce Jai Alai	Hartford Steam Boiler Ins. Co.	FBP9444849	1/24/2013 - 1/24/2014	
Additional Named Insured:	Florida Gaming Corporation	Landmark American	LHD379955	1/24/2013 - 1/24/2014	
First Named Insured:	Florida Gaming Centers, Inc.	Alterra Excess & Surplus Insura	MAX3XP0061513...	1/24/2013 - 1/24/2014	
Doing Business As:	Ft. Pierce Jai Alai	Philadelphia Indemnity Ins. Co	PHPK1081135	9/30/2013 - 9/30/2014	
Additional Named Insured:	Florida Gaming Corporation				
First Named Insured:	Florida Gaming Centers, Inc.				
Doing Business As:	Ft. Pierce Jai Alai				
Additional Named Insured:	Florida Gaming Corporation				
First Named Insured:	Florida Gaming Centers, Inc.				
Doing Business As:	Ft. Pierce Jai Alai				
Additional Named Insured:	Florida Gaming Corporation				
First Named Insured:	Florida Gaming Centers, Inc.				
Doing Business As:	Ft. Pierce Jai Alai				
Additional Named Insured:	Florida Gaming Corporation				

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Vidhi Shah

Applicant Information & Policy Coverages		Preparation: 12/20/2013	Page 3 of 25
Coverage	Amount/Limits	Insurance Company	Policy Number
agency: Mack, Mack & Waitz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com	For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 betaceandl@aol.com		
First Named Insured: Florida Gaming Centers, Inc.		Philadelphia Indemnity Ins. Co	PHUB436145
Doing Business As: Miami Jai Alai			
Additional Named Insu: Casino Miami Jai Alai			
Additional Named Insu: Ft. Pierce Jai Alai			
Additional Named Insu: Florida Gaming Corporation			
First Named Insured: Florida Gaming Centers, Inc.		Aspen Specialty Insurance Com	PXA96P013.....
Doing Business As: Casino Miami Jai Alai			1/24/2013 - 1/24/2014
Additional Named Insu: Miami Jai Alai			
Additional Named Insu: Florida Gaming Corporation			
Policy Coverages		National Union Fire Insurance C	015827902
Computer Fraud	50,000		1/1/2013 - 1/1/2014
Employee Theft	5,000 Ded 500,000		
Forgery or Alteration	5,000 Ded 500,000		
Inside the Premises	5,000 Ded 500,000		
Outside the Premises	5,000 Ded 500,000		

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Additional Interest Schedule		Prepared on: 12/20/2013	Page 6 of 25
agency: Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com		For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 cetaceandl@aol.com	
Additional Interest #	Name and Address	Description of Risk	Interest Type
1	KMIBS c/o ABIC Specialty Services 5th Floor P.O. Box 979220 Miami, FL 33197	Line of Business Commercial Property	Loss payee
2	Summit Partners Credit Advisors, L.P. as Administrative Agent 222 Berkeley Street 18th Floor Boston, MA 02116	Line of Business Commercial Property	Loss payee
3	Summit Partners Credit Advisors, LP C/O Florida Gaming Centers, In 3500 N.W. 37th Ave Miami, FL 33142	Line of Business Commercial Property	Loss payee
4	State of FL, Department of Business & Professional Regulation 1940 N. Monroe Street Tallahassee, FL 32399	Policy Retail and Professional - HORS	Other
5	State of FL, Department of Business & Professional Regulation 1940 N. Monroe Street Tallahassee, FL 32399	Policy Retail and Professional - HORS	Other

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

Yidhi Shah

Additional Interest Schedule Prepared on: 12/20/2013 Page 7 of 25

agency: Mack, Mack & Waltz Insurance Group, Inc.
 1211 S Military Trail, Suite 100
 Deerfield Beach, FL 33442
 (954)640-6225
 (954)640-6225
 info@mackinsurance.com

For: Florida Gaming Centers, Inc.
 3500 NW 37th Avenue
 Miami, FL 33142
 Res: (561)971-1978
 Bus: (305)633-8400
 cetafaceandl@aol.com

Name and Address	Description of Risk	Interest Type
6 Additional Interest # State of FL, Department of Business & Professional Regulation 1940 N. Monroe Street Tallahassee, FL 32399	Policy Retail and Professional - HORS	Other
7 Additional Interest # State of FL, Department of Business & Professional Regulation 1940 N. Monroe Street Tallahassee, FL 33142	Policy Retail and Professional - HORS	Other
8 Additional Interest # Obligor Miami-Dade County 111 N. W. 1st St., 29th Floor Miami, FL 33128	Policy Retail and Professional - HORS	Other
9 Additional Interest # City National Bank of Miami 300 71st Street #1 Miami, FL 33141-3000	Line of Business Commercial Property	Mortgagee

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

Additional Interest Schedule		Preparation	Page 8 of 26
Name and Address	Description of Risk	Interest type	
<p>agency: Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com</p> <p>For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 betaceandl@aol.com</p>			
<p>10 Summit Partners Credit Advisors, L.P as Administrative Agent 222 Berkeley Street 18th Floor Boston, MA 02116</p>	<p>Line of Business Commercial Property</p>	<p>Loss payee</p>	
<p>11 Summit Partners Credit Advisors, L.P C/O Florida Gaming Centers, In 3500 N.W. 37th Ave Miami, FL 33142</p>	<p>Line of Business Commercial Property</p>	<p>Loss payee</p>	
<p>12 Summit Partners Credit Advisors, L.P as Administrative Agent 222 Berkeley Street 18th Floor Boston, MA 02116</p>	<p>Line of Business Commercial Property</p>	<p>Loss payee</p>	
<p>13 Summit Partners Credit Advisors, L.P C/O Florida Gaming Centers, In 3500 N.W. 37th Ave Miami, FL 33142</p>	<p>Line of Business Commercial Property</p>	<p>Loss payee</p>	

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

Vidhi Shah

Additional Interest Schedule Renewal on: 12/20/2014 Page 9 of 25

agency: Mack, Mack & Waitz Insurance Group, Inc.
 1211 S Military Trail, Suite 100
 Deerfield Beach, FL 33442
 (954)640-6225
 (954)640-6225
 info@mackinsurance.com

For: Florida Gaming Centers, Inc.
 3500 NW 37th Avenue
 Miami, FL 33142
 Res: (561)971-1978
 Bus: (305)633-6400
 cefacsandl@aol.com

Name and Address	Description of Risk	Interest Type
14 Additional Interest # Miami-Dade County 111 N.W. First Street Suite 2810 Miami, FL 33128	Line of Business General Liability	Additional insured
15 Additional Interest # Summer Jai Alai	Line of Business General Liability	Additional insured
16 Additional Interest # US Bancorp Manifest Funding Services 1450 Channel Parkway Marshall, MN 56258	Loc # 00002 \$10,350.50 (includes Ice Maker, Bar Sink, Work Board Ice/Cocktail ...	Additional insured

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

Summary of Insurance				Page 10 of 25
Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period
agency: Mack, Mack & Waitz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com				
For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 cetaceandl@aol.com				
Flood		Wright National Flood Insurance	091160143223	11/9/2013 - 11/9/2014
Location Address:				
1750 S KINGS HWY	175,000			
FORT PIERCE, FL 34945-3025	1,000 Ded			
Location #: 0001 Building #: 00				
Building Basic Limit				
Building Additional Limit	325,000			
ICC Premium	4			
CRS Discount	-248			
CRS%	%			
Fed Policy Fee	44			
General Liability		Philadelphia Indemnity Ins. Co.	PHFA1081155	3/30/2013 - 3/30/2014
General Aggregate	3,000,000			
Rented to you	5,000 Ded			
Medical Expense	100,000			
Products/Completed Ops Aggregate	Excluded			
Personal & Advertising Injury	3,000,000			
Each Occurrence	1,000,000			
Employee Benefits	1,000,000/1,000,000			
Garage Details		Philadelphia Indemnity Ins. Co.	PHFA1081155	3/30/2013 - 3/30/2014
				2,273.00

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Vidhi Shah

Summary of Insurance					Preparation	12/20/2013	Page 11 of 25
Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium		
agency: Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com							
For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 cetaceandl@aol.com							
Umbrella(C)		North River Insurance Company	E227476686	8/30/2013-8/30/2015			
Coverage Type: Other than Umbrella							
Each Occurrence	20,000,000						
Aggregate	20,000,000						
Products Completed Operations	20,000,000						
Umbrella(C)		Philadelphia Indemnity Ins. Co.	PAUB36145	8/30/2013-8/30/2015			
Coverage Type: Umbrella							
Each Occurrence	20,000,000						
Aggregate	20,000,000						
Products Completed Operations	20,000,000						
Retained Limit	10,000 Ded						
Bonds		Lexon Insurance Company	1022599	8/17/2013-8/17/2015			
Loc # 00001 Bldg # 00001							
3500 N. W. 37th Avenue							
Miami, FL 33142							
Part-Mutual Wagering Bond	100,000						
Bonds		Lexon Insurance Company	1022600	8/17/2013-8/17/2015			
Loc # 00001 Bldg # 00001							
3500 N. W. 37th Avenue							
Miami, FL 33142							
Part-Mutual Wagering Bond	100,000						
Bonds		Lexon Insurance Company	1026701	8/17/2013-8/17/2015			
Loc # 00001 Bldg #							
3500 N. W. 37th Avenue							

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Summary of Insurance		Prepared on: 12/20/2013	Page 13 of 25
Coverage	Amount/Limits	Insurance Company	Policy Number
<p>agency: Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com</p> <p>For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)974-1978 Bus: (305)633-6400 cetaceand@aol.com</p>			
<p>Building</p> <p>Valuation: Replacement Cost Coins: 90</p> <p>Business Personal Property</p> <p>Valuation: Replacement Cost Coins: 90</p> <p>Business Income w/EE</p> <p>Valuation: Actual Loss Sustained Coins: 90</p> <p>Loc # 00001 Bidg # 00002 1750 S. Kings Hwy Ft. Pierce, FL 34945</p> <p>Building</p> <p>Valuation: Replacement Cost Coins: 90</p>	<p>8,945,000 8,945,000 Lim 10,000 Ded</p> <p>504,042 504,042 Lim 10,000 Ded</p> <p>496,000 496,000 Lim</p> <p>75,000 75,000 Lim 10,000 Ded</p>		
			Premium

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Summary of Insurance Prepared on: 12/20/2013 Page 14 of 25

agency: Mack, Mack & Waltz Insurance Group, Inc. For: Florida Gaming Centers, Inc.
 1211 S Military Trail, Suite 100 3500 NW 37th Avenue
 Deerfield Beach, FL 33442 Miami, FL 33142
 (954)640-6225 Res: (561)971-1978
 (954)640-6225 Bus: (305)633-6400
 info@mackinsurance.com cefaceandl@abl.com

Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
Loc # 00001 Bldg # 00003 1750 S. Kings Hwy Ft. Pierce, FL 34945 Fence Coverage Valuation: Replacement Cost Coins: 90 Loc # 00001 Bldg # 00004 1750 S. Kings Hwy Ft. Pierce, FL 34945 Lighting Valuation: Replacement Cost Coins: 90	18,000 18,000 Lim 10,000 Ded 32,000 32,000 Lim 10,000 Ded	Lexington Insurance Company	1056766	12/20/13 - 12/27/2014	
Loc # 00001 Bldg # 3500 N. W. 37th Avenue Miami, FL 33142 Slot Machine Tax Bond	2,000,000	Standard Fire Insurance	6002569869	12/20/13 - 12/26/2014	11,093.00

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Vidhi Shah

Summary of Insurance			
Coverage	Amount/Limits	Insurance Company	Policy Number
agency: Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com	For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 celaceandl@aol.com		
Location Address: 3500 NW 37TH AVE MIAMI, FL 33142-4923 Location #: 0001 Building #: 00			
Building Basic Limit	175,000 2,000 Ded		
Building Additional Limit	325,000		
Content Basic Limit	150,000 2,000 Ded		
Content Additional Limit	350,000		
ICC Premium	55		
CRS Discount	-1,950		
CRS%	%		
Fed Policy Fee	40		
General Liability General Aggregate	1,000,000 500,000 Ded	Illinois National Insurance Comp.	01-818-59-13
Directors and Officers General Aggregate Securities Retention Designated Claim Retention	3,000,000 500,000 Ded 750,000 Ded	National Union Fire Insurance Co.	01-508-35-17

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

Vidhi Shah

Summary of Insurance			
Coverage	Amount/Limits	Insurance Company	Policy Number
agency: Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com	500,000 Ded	For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 cetaceandl@aol.com	Prepared by: 12/20/2013 Page 16 of 25
All other Loss to which Retention applies			
Commercial Property			
Loc # 00001 Bldg # 3500 N. W. 37TH AVENUE 3056 MIAMI, FL 33142	25,000,000 25,000,000 Lim 10,000 Ded	Lexington Insurance Company	018336834 1/24/2013 1/24/2014
Valuation: Replacement Cost Business Personal Property	20,000,000 20,000,000 Lim 10,000 Ded		
Valuation: Replacement Cost BI w/ Extra Expense	22,000,000 22,000,000 Lim 7 Ded		
Valuation: Actual Loss Sustained Outdoor Property	40,000 40,000 Lim 10,000 Ded		
Valuation: Replacement Cost See REMARKS - PRIMARY LIMIT			
Boiler & Machinery			
Loc # 00001 Bldg # 00001 3500 N. W. 37th Avenue Miami, FL 33142		Hartford Steam Boiler Ins. Co.	FB9044939 1/24/2013 1/24/2014

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Summary of Insurance				Prepared on: 12/20/2013	Page: 17 of 26
Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
<p>agency: Mack, Mack & Waitz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com</p> <p>For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 cetaceandl@aol.com</p>					
Equipment Breakdown	100,000,000 100,000,000 Lim	Landmark American	LMD379955	12/20/13 - 12/20/14	
Business Income	34,696,000 34,696,000 Lim				
Ordinance or Law	250,000				
Commercial Property					
<p>Loc # 00001 Bldg # 3500 N. W. 37TH AVENUE 3056 MIAMI, FL 33142</p> <p>Building</p> <p>Valuation: Replacement Cost Business Personal Property</p> <p>Valuation: Replacement Cost BI w/ Extra Expense</p> <p>Valuation: Actual Loss Sustained Outdoor Property</p> <p>Valuation: Replacement Cost See REMARKS -Excess Policy</p>	<p>25,000,000 25,000,000 Lim 10,000 Ded</p> <p>20,000,000 20,000,000 Lim 10,000 Ded</p> <p>22,000,000 22,000,000 Lim 72 Ded</p> <p>40,000 40,000 Lim 10,000 Ded</p>				
Commercial Property		Altera Excess & Surplus Insura	MAVEXF0061619	12/20/13 - 12/20/14	

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Vidhi Shah

Summary of Insurance		Prepared on: 12/20/2013	Page 16 of 25
Coverage	Amount/Limits	Insurance Company	Policy Number
agency: Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com			
For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 cetaceandl@aol.com			
Loc # 00001 Bldg # 3500 N. W. 37TH AVENUE 3056 MIAMI, FL 33142 Building	25,000,000 25,000,000 Lim 10,000 Ded	Astex Specialty Insurance Com	PXA962013 12/24/2013
Valuation: Replacement Cost Business Personal Property	20,000,000 20,000,000 Lim 10,000 Ded		
Valuation: Replacement Cost BI w/ Extra Expense	22,000,000 22,000,000 Lim 72 Ded		
Valuation: Actual Loss Sustained Outdoor Property	40,000 40,000 Lim 10,000 Ded		
Valuation: Replacement Cost See REMARKS -Excess Policy			
Loc # 00003 Bldg # 3500 N. W. 37TH AVENUE 3056 MIAMI, FL 33142 Building	30,000,000 30,000,000 Lim		
Valuation: Replacement Cost			

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

Confidential Vidhi Shah Summary of Insurance Prepared on: 12/20/2013 Page: 19 of 25						
Coverage	Agency:	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
Business Personal Property Valuation: Replacement Cost BI w/ Extra Expense Valuation: Actual Loss Sustained Outdoor Property Valuation: Replacement Cost See REMARKS	Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsuranc.com	22,230,000 22,230,000 Lim 22,000,000 22,000,000 Lim 40,000 40,000 Lim	For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 celaceandi@aol.com			
Bonds			Texem Insurance Company	1056759	11/2012-11/2013	
Loc # 00001 Bldg # 00001 3500 N. W. 37th Avenue Miami, FL 33142 PariMutual/Slot Machine Bond		100,000				
Crime			Naughton Union Fire Insurance Co	013827902	11/2013-11/2013	
A. Employee Dishonesty B. Forgery or Alteration C. Theft, Disappearance & Destruction Sec 1-Inside the Premises Sec 2-Outside the Premises D. Robbery & Safe Burglary Sec 1-Inside:Robbery of Custodians Safe Burglary Sec 2-Outside the Premises E. Premises Burglary F. Computer Fraud		500,000/5,000 Ded 500,000/5,000 Ded 500,000/5,000 Ded 500,000/5,000 Ded				

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Vidhi Shah

Summary of Insurance				Prepared on: 12/20/2013	Page 20 of 25
Coverage	Amount/Limits	Insurance Company	Policy Number	Policy Period	Premium
agency: Mack, Mack & Waltz Insurance Group, Inc. 1211 S Military Trail, Suite 100 Deerfield Beach, FL 33442 (954)640-6225 (954)640-6225 info@mackinsurance.com		For: Florida Gaming Centers, Inc. 3500 NW 37th Avenue Miami, FL 33142 Res: (561)971-1978 Bus: (305)633-6400 cetaceandi@aol.com			
G. Extortion					
Ins Loss Participation					
H. Premises Theft & Robbery Outside					
Sec 1 - Theft					
Sec 2 - Robbery Outside					
Q. Robbery & Safe Burglary					
Money & Securities					
Sec 1 - Inside the Premises					
Sec 2 - Outside the Premises					
U. Other Coverage					

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Garage & Dealers Covered Auto Symbols

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Prepared on 12/20/2013

agency: Mack & Walitz Insurance Group, Inc.
1211 S Military Trail, Suite 100
Deerfield Beach, FL 33442
(954)640-6225
(954)640-6225
info@mackinsurance.com

For: Florida Gaming Centers, Inc.
3500 NW 37th Avenue
Miami, FL 33142
Res: (561)971-1978
Bus: (305)633-6400
cetapeandl@aol.com

Garage & Dealers

- (21) ANY AUTO
- (22) ALL OWNED AUTOS
- (23) OWNED PRIVATE PASSENGER AUTOS
- (24) OWNED AUTOS OTHER THAN PRIVATE PASSENGER
- (25) OWNED AUTOS SUBJECT NO-FAULT COVERAGE
- (26) OWNED AUTOS SUBJECT TO U.M. LAW
- (27) SPECIFICALLY DESCRIBED AUTOS
- (28) HIRED AUTOS ONLY
- (29) NON-OWNED AUTOS USED IN GARAGE BUS
- (30) AUTOS LEFT FOR YOUR SERVICE/REPAIR/STORAGE
- (31) AUTOS ON CONSIGNMENT AND DEALER AUTOS
- (32) COMPANY USE

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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General Liability Classification Schedule Prepared on: 12/20/2013 Page 22 of 25

agency: Mack, Mack & Waitz Insurance Group, Inc.
1211 S Military Trail, Suite 100
Deerfield Beach, FL 33442
(954)640-6225
(954)640-6225
info@mackinsurance.com

For: Florida Gaming Centers, Inc.
3500 NW 37th Avenue
Miami, FL 33142
Res: (561)971-1978
Bus: (305)633-6400
cetaceandi@aol.com

Loc#	Classification	Class Code	Item Basis	Exposure	Rate	Premium
2013/No	PL/OP/CS/COE/CGL				Prem/OPS	Products
00001	Attendees	63218	IM	270,136		
00001	Security	98751	P	1,500,000		
00001	Parking Public Open Air	46604	S	22,024		
00001	Restaurants Oper Conc-FP	16819	S	1,100,000		
00001	Gift Shop - FP	13506	S	48,845		
00001	Restaurant Tavern/Liquor Sales	58161	S	1,000,000		
00001	Gambling - Casinos	43990	P	1,500,000		
00001	Building/Premise - Restaurant Lease	61212	A	4,000		
00002	Gift Shop - FP	13506	S	If Any		
00002	Attendees	63218	S	If Any		
00002	Restaurants Oper Conc-FP	16819	S	If Any		
00003	Parking Public Open Air	46604	S	If Any		
00003	Attendees	63218	S	If Any		
00003	Gift Shop - FP	13506	S	If Any		
00003	Parking Public Open Air	46604	S	If Any		
00003	Restaurants Oper Conc-FP	16819	S	If Any		

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

Workers Compensation Rating Schedule

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Prepared on: 12/20/2013

agency: Mack, Mack & Walz Insurance Group, Inc.
 1211 S Military Trail, Suite 100
 Deerfield Beach, FL 33442
 (954)640-6225
 (954)640-6225
 info@mackinsurance.com

For: Florida Gaming Centers, Inc.
 3500 NW 37th Avenue
 Miami, FL 33142
 Res: (561)971-1978
 Bus: (305)633-6400
 cetaceandi@aol.com

State/Loc	Class	Category	Total Emp	Emp Part	Emp Full	Est Ann Return	Rate	Est Ann Prem
FL / 00001	9182	Athletic Sporns or Park: Operations & Drivers	0	0	0	2,504,397.	3.46	86,652.14
FL / 00001	9061	Club NOC & Clerical	0	0	0	17,882,346.	2.50	447,058.65

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Workers Compensation Premise Schedule

Prepared on: 12/20/2013 Page 24 of 25

agency: Mack, Mack & Waltz Insurance Group, Inc.
1211 S Military Trail, Suite 100
Deerfield Beach, FL 33442
(954)640-6225
(954)640-6225
info@mackinsurance.com

For: Florida Gaming Centers, Inc.
3500 NW 37th Avenue
Miami, FL 33142
Res: (561)971-1978
Bus: (305)633-6400
cetaceandi@aol.com

Location: Building:

Address:

Building Description:

00001

3500 N. W. 37th Avenue

Miami, FL 33142

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

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Commercial Property - Premise Schedule

Prepared on: 12/20/2013 Page 25 of 25

agency:

Mack, Mack & Waltz Insurance Group, Inc.
1211 S Military Trail, Suite 100
Deerfield Beach, FL 33442
(954)640-6225
(954)640-6225
info@mackinsurance.com

For: Florida Gaming Centers, Inc.
3500 NW 37th Avenue
Miami, FL 33142
Res: (561)971-1978
Bus: (305)633-6400
ceta.ceandi@aol.com

Location #	Building	Address	Building Description
00001	00001	3500 N. W. 37th Avenue	\$100K FL Pierce Pari-Mutual
00001	00001	3500 N. W. 37th Avenue	\$100K Miami Pari-Mutual
00001	00001	3500 N. W. 37th Avenue	\$50K Summer Pari-Mutual
00001	00001	1750 S. Kings Hwy	Jai-alai Fronton
00001	00002	1750 S. Kings Hwy	Pumphouse
00001	00003	1750 S. Kings Hwy	Chain Link Fencing
00001	00004	1750 S. Kings Hwy	Parking Area Lights
00001	00001	3500 N. W. 37th Avenue	\$2MM FL Slot Machine Tax Bond
00001	00001	MIAMI, FL 33142	Building
00001	00001	MIAMI, FL 33142	Building
00001	00001	MIAMI, FL 33142	Building
00001	00001	MIAMI, FL 33142	Building
00003	00001	MIAMI, FL 33142	Building
00001	00001	3500 N. W. 37th Avenue	\$100K Miami PariMutual/Slot Machine Bond

These schedules are provided as a brief outline of your policy. You must refer to the provisions found in your policy for the details of your coverages, terms, conditions and exclusions that apply.

SCHEDULE 2.18
AFFILIATE TRANSACTIONS

1. Florida Gaming Corporation owns a certain parcel adjacent to the Ft. Pierce Facility, by Warranty Deed, recorded in Official Records Book 913, Page 2536, Public Records of St. Lucie County, Florida and Warranty Deed, recorded in Official Records Book 913, Page 2538, Public Records of St. Lucie County, Florida.
2. Employment Agreement between W. Bennett Collett, Jr. and the Seller dated as of April 25, 2011.
3. Employment Agreement between Daniel Licciardi and the Seller dated as of April 25, 2011.
4. Florida Gaming Corporation is the party to the following Included Contracts listed on Schedule II: (i) Otis Elevator Service Contract (#15); (ii) Royal Cool Air Conditioning Maintenance and Service Contract (#17); (iii) CIP Report Writing System (#22); and (iv) Roberts Communication Satellite Service Contract (#23).
5. There is an intercompany payable due to Florida Gaming Corporation by Seller in the approximate amount of \$5,021,284.00.

SCHEDULE 2.19(a)
ENVIRONMENTAL PERMIT

NONE.

SCHEDULE 2.20
INVENTORY MATTERS

NONE.

SCHEDULE 2.22
SHARED FACILITIES/SERVICES

1. Summer Jai-Alai and Summer Jai-Alai (1) permits are operated at Casino Miami Jai-Alai. The schedule is incorporated in the normal Miami jai-Alai schedule and CJMA receives rent for operating them but for no beneficial gain or loss for Summer. Dates are only operated to keep the permits alive. Lease is for 7 years from the start of slot operations at Casino Miami jai-Alai.

2. Florida Gaming Corporation owns a certain parcel adjacent to the Ft. Pierce Facility, by Warranty Deed, recorded in Official Records Book 913, Page 2536, Public Records of St. Lucie County, Florida and Warranty Deed, recorded in Official Records Book 913, Page 2538, Public Records of St. Lucie County, Florida.

3. Florida Gaming Corporation is the party to the following Included Contracts listed on Schedule II: (i) Otis Elevator Service Contract (#15); (ii) Royal Cool Air Conditioning Maintenance and Service Contract (#17); (iii) CIP Report Writing System (#22); and (iv) Roberts Communication Satellite Service Contract (#23).

SCHEDULE 2.23(a)
EMPLOYEES

The Employee List was included in the Intralinks data room created in connection with Seller's bankruptcy auction and Purchaser acknowledges receipt thereof.

SCHEDULE 2.25
BROKERS

Guggenheim Securities, LLC

SCHEDULE 2.27
SUPPLIERS

	Name	Address	Contract	Approximate Dollar Volume (as of 12/23/13)
1.	Allied Health Plans	9400 South Dadeland Blvd., Suite 510 Miami, FL 33156	Health benefits	\$111,133.67
2.	American Gaming Systems, LLC	6680 Amelia Earhart Court Las Vegas, NV 89119	Slot machines	\$449,946.00
3.	Aristocrat Technologies	7230 Amigo Street Las Vegas, NV 89119	Slot machines	\$42,425.50
4.	Bally Technologies, Inc.	6601 South Bermuda Road Las Vegas, NV 89119	Software/Hardware maintenance; slot machines; contract maintenance	\$26,360.95
5.	Dana Jai-Alai	301 East Dania Beach Blvd. P.O. Box 96 Dania, FL 33004	ITW wagering	\$58,946.77
6.	Edmunds Direct Mail, Inc.	301 Tilton Road Northfield, NJ 08225	Players Club mail services	\$68,124.11
7.	Flagler Dogs	401 NW 38 Court Miami, FL 33126	ITW wagering	\$13,420.47
8.	Gordon Food Service	2850 NW 120 Terrace Miami, FL 33167	F&B supplies	\$9,077.77
9.	Graphic Controls	400 Exchange Street Buffalo, NY 14204	Slot operating supplies	\$9,453.14
10.	Gulfstream Park	901 South Federal Highway Hallandale, FL 33009	ITW wagering	\$48,803.11
11.	IGT-Eastern Operating	6355 South Buffalo Drive Las Vegas, NV 89113	Slot machines	\$39,005.00
12.	International Sound	6355 South Buffalo Drive	Television Pari-Mutuel wagering and	\$195,797.39

	Corp.	Las Vegas, NV 89113	surveillance equipment	
13.	Miami Dade Police	9105 NW 25 Street, Suite 3049 Doral, FL 33172	Security services	\$20,673.02
14.	Palm Beach Kennel	1111 North Congress Avenue West Palm Beach, FL 33409	ITW wagering	\$49,742.75
15.	Roberts Communication Network, Inc.	4175 Cameron Street, Suite B-10 Las Vegas, NV 89103	Satellite service for jai-alai signal	\$70,850.00
16.	SFM Services, Inc.	9700 NW 79 th Avenue Miami, FL 33016	Janitorial, landscape, security services	\$23,716.56
17.	SHFL Entertainment, Inc.	1106 Palms Airport Drive Las Vegas, NV 89119	Slot machines; card shufflers	\$50,332.80
18.	Specialty House of Creation	200 North Walnut P.O. Box 130 Cottonwood, KS 66845	Player Club supplies	\$11,050.00
19.	Sportech, Inc.	1095 Winward Ridge Parkway Suite 170 Alpharetta, GA 30005	Pari-mutuel wagering equipment and service	\$40,955.03
20.	Tampa Bay Downs	112225 Race Track Road Tampa, FL 33626	ITW Wagering	\$121,607.57

SCHEDULE 3.03(b)
PURCHASER – APPROVALS,
CONSENTS/CONFLICTS

All Intangible Personal Property.

SCHEDULE 3.08
ALTERNATIVE PURCHASERS

NONE.

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EXHIBIT II

Copies of the Alternate APA identified as Exhibit I are available from the Clerk of the Bankruptcy Court, or by contacting Ali-Marcelle Lee-Sin at lee-sin@salazarjackson.com.