

Downstream Authority of the Quapaw Tribe of Oklahoma Regular Meeting
May 3, 2012

Meeting Called to Order: 11:40 am

ROLL CALL:	John Berrey, Chairman	Present
	Larry Ramsey, Secretary	Present
	Ranny McWatters, Treasurer	Present
	Marilyn Rogers, Member	Present
	Tamara Smiley, Member	Present

DECLARATION OF QUORUM: announced by Larry Ramsey

Construction

Ryan/David/Jason/Ronnie/Mike/Brock

Amy/Jim/Bill/Kristina/Grace

Ernie/Tim/Bob/ Chris/Kent/John T

Thomas

Manhattan Update

- See Attached
 - Another week of reviewing VE items – goal is to have a GMP to the DDA by the end of next week - \$42 million
- Reviewed construction schedule
 - Mock up – painting today, wall covering next week
 - Pouring last basement wall today
 - 2-3 trucks a day of steel
 - Studs go up by the end of the month

Design Review

- Hotel
 - Suite bathrooms – doors to swing inside bathroom for the toilet closet
 - Housekeeping storage on each floor – remove windows and add closet
- Exterior
 - Discussion about removing balconies from bottom 3 floors – DDA wants balconies left
 - Remove some of the windows from the hotel offices
- Pool
 - Options presented by consultant
 - \$103,000 in “upgrades”
 - Gutter
 - UV
 - Air
 - DDA to review and make decision at later date
- Room Mix
 - Adjoining rooms
 - Adding 5 per floor

Q Store Sign

- Monument sign – see attached
 - Blue light
 - Different swirl option requested

Spring River Buffet Divider Screen

- Total bid \$12,993.75 (see attached)
- 4-6 week lead time
- 2 day install
- Consensus of the DDA

Player Development

- Meet with new PD Manager – Jeff Pletcher
- Review new proposed guidelines (see attached)

Adjourn 4:30pm

QUOTATION

ERNIE CARUTHERS
DOWN STREAM CASINO
HIGHWAY 166
JOPLIN, MO



Creative Seating & Fixtures

1141 Texas Avenue

Baxter Springs, Kansas 66713

800-367-9002 fax: 620-856-3102

E-MAIL - ken.creative.seating@earthlink.net

Phone Number: **918-919-6905**

Fax Number: **918-542-6290**

E-Mail Address: ecaruthers@downstreamcasino.com

PROJECT: **DIVIDER SCREEN - SPRING RIVER BUFFET**

THEME: **SPECIAL**

LOCATION: **DOWN STREAM CASINO - JOPLIN, MO**

Salesperson: **KENNY McCORD**

Quote # **102423-2**

SEATING LAYOUT: **N/A**

OF SEATS/STYLE: **N/A**

7/4/2012

DESCRIPTION	QTY	UNIT	PRICE/EACH	TOTAL
DIVIDER SCREEN PACKAGE DIVIDER SCREEN - for radius walls - to include [15] 3"x3" steel support post with glass clips powdercoated in "Hammeritone" finish and [13] radius top glass panels with flat polished edges, Custom Artwork Digital Image in [4] colors with clearshield as per drawing. NOTE - COLORS TO BE DETERMINED.	1	lot	\$ 11,143.75	\$ 11,143.75
PACKAGE SUBTOTAL				\$ 11,143.75

QUOTATION SUBTOTAL \$ 11,143.75

ESTIMATED FREIGHT and INSTALLATION \$ 1,850.00

GRAND TOTAL \$ 12,993.75

GRAND TOTAL: \$ 12,993.75
QUOTE# 102423-2

TERMS AND CONDITIONS

ALL QUOTED PRICES DO NOT INCLUDE FREIGHT OR CRATING CHARGES FOR L.T.L. SHIPMENT UNLESS SPECIFIED IN THE BODY OF THE QUOTATION

ALL APPLICABLE TAXES ARE THE SOLE RESPONSIBILITY OF THE PURCHASER. ALL QUOTED PRICES DO NOT INCLUDE TAX UNLESS SPECIFIED IN THE BODY OF THE QUOTATION.

ALL CHANGES TO WORK IN PROGRESS MUST BE APPROVED BY THE CUSTOMER AND BY CREATIVE SEATING & FIXTURES.

WE WILL NOT BE RESPONSIBLE FOR DELAYS TO SHIPMENTS CAUSED BY CARRIERS, STRIKES, ACCIDENT OR MANUFACTURING CONTINGENCIES.

PRODUCTION COMPLETION DATES MAY BE DELAYED IF CHANGES ARE MADE TO AN EXISTING ORDER.

ALL QUOTATIONS ARE VALID FOR 90 DAYS. AFTER 90 DAYS THE PRICING IS SUBJECT TO REVIEW AND MAY BE REVISED.

THE PUBLISHED STANDARD TERMS WITH CREATIVE SEATING & FIXTURES ARE 50% DOWN WITH RECEIPT OF ORDER, AND THE REMAINDER OF THE BALANCE UPON DELIVERY OF THE PACKAGE BY CSF TRUCK OR PRIOR TO SHIPMENT OF PACKAGE BY L.T.L. OR FULL DEDICATED CARRIER.

IT IS THE CUSTOMER'S RESPONSIBILITY TO RECEIVE THE NECESSARY APPROVALS FOR DESIGN & COLOR IF THIS QUOTATION CONTAINS PRODUCTS SPECIFIED BY THE PURCHASER WHICH DEVIATE FROM THE CORPORATE SPECIFICATIONS, THE CUSTOMER IS REQUIRED TO OBTAIN ANY APPROVALS NEEDED FROM THE APPROPRIATE ENTITIES.

THIS QUOTE DOES NOT INCLUDE ELECTRICAL, PLUMBING OR DEMOLITION WORK.

CREATIVE SEATING & FIXTURES HAS BEEN APPROVED TO COMPLETE THE WORK OUTLINED IN THIS QUOTATION.

QUOTE #:

PACKAGE TOTAL: \$

APPROVED BY:

DATE:

GENERAL
CONSTRUCTION NOTES:

- WHERE TWO DENOTED WALL TYPES COINCIDE, THE MOST STRINGENT OF BOTH WALL CONSTRUCTION DEFINITIONS APPLIES TO THAT WALL (i.e. FIRE CODE GYP. BATT INSUL.). WHERE A RATED CONSTRUCTION BEGINS/TERMINATES @ AN EXISTING TOL. ENCLOSURE OR NEW FURRED, NON-RATED ENCLOSURE, THE HIGHER RATING MUST BE PROVIDED. THE INTENT IS TO PROVIDE A COMPLETE ENVELOPE OF INTENDED DESIGN RATINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO PATCH & REPAIR ALL EXISTING WORK DISTURBED OR OTHERWISE IN NEED OF PATCHING & REPAIRING IN ORDER TO MAKE THE PROJECT A COMPLETE AND FINISHED PRODUCT. THIS PATCH & REPAIR INCLUDES ALL FINISHES REQUIRED TO MATCH ADJACENT SURFACES.
3. PROVIDE SOLID WOOD BLOCKING FOR ALL INDICATED WALL HUNG EQUIPMENT.
4. ALL DIMENSIONS ARE TO FACE OF GYPSUM BOARD UNLESS OTHERWISE NOTED.
5. THE ROOM AND DOOR NUMBERS SHOWN IN THIS FLOOR PLAN ARE FOR THE FIRST FLOOR ONLY. AS THE FLOOR PLANS FOR FLOOR TWO THROUGH FOUR ARE IDENTICAL, ROOM AND DOOR NUMBERS ON THE UPPER FLOORS WILL BE THE SAME EXCEPT FOR THE FIRST NUMERAL, E.G. ROOM 103 ON FLOOR ONE WILL BE 203 ON FLOOR TWO, 303 ON FLOOR 3 ETC.

REVISIONS:
02/14/2012 CORE AND SHELL BID PACKAGE
02/21/2012 INTERIOR PARTITIONS PACKAGE
02/27/2012 ADDENDUM 1
04-06-2012 INTERIOR BID PACKAGE
04-13-2012 CD FINAL SET

CONSULTANTS:

STRUCTURAL ENGINEERS
CHAVEZ-SANCHEZ CONSULTING
ENGINEERS, INC.
4701 LINCOLN ROAD NE, SUITE 102
ALBUQUERQUE, NM 87110

CIVIL ENGINEERS
CRAPTON TULL
288 E 8TH STREET
TULSA, OK 74119

MEP & LIFE SAFETY SYSTEMS ENGINEERING
M&E ENGINEERING, P.C.
60 LAWRENCE BOULEVARD
BUFFALO, NEW YORK 14202



**Downstream
Casino Resort**
HOTEL EXPANSION
69300 E. Nee Road
Quapaw, Oklahoma

FINAL CD
SET
JCJARCHITECTURE
38 Prospect Street
Hartford, CT 06103
©2011 JCJ Architecture, Inc.

P.C. B. DOW
P.M. S. CELELLA
D.P. K. ENNIS
J.C. G. FABIAN

ISSUE FEBRUARY 14, 2012
JOB H11017.00
DRAWN MM
SCALE 1/8"=1'-0"

FIRST THRU FOURTH
FLOOR PLAN
AREA 2

A-122

FIRST THRU FOURTH FLOOR PLAN AREA 2
1/8"=1'-0"

3160 W. Kearney
Springfield, MO 65803



MISSOURI NEON COMPANY

SIGN PURCHASE AGREEMENT

A DIVISION OF BOYCE INDUSTRIES, INC.

OFF: (800) 788-1778
FAX: (417) 865-9237

LETTERS FOR MONUMENT: 4-23-12

Proposal Submitted To: Downstream Casino Resort
D/b/a:
Address: 69300 E. Nee Road
City/State/Zip: Quapaw, OK 74363

Date: 4-23-12

Witnesseth, that Seller agrees to manufacture for Buyer and Buyer agrees to purchase the following:

Provide and install on-premise signage for the Downstream Q Store monument as per artwork attached; letters will be welded aluminum reverse channel letters with white LED halo illumination.

CONDITIONS OF ACCEPTANCE OF THIS CONTRACT

Custom sign components to be constructed of industry standard materials. All materials and workmanship will be guaranteed for a period of one (1) year, excluding fluorescent lamps which are covered under warranty for ninety (90) days. Infield labor for replacement of warranty parts is covered for the first ninety (90) days only. After first 90 days, infield labor is not included under warranty. It is agreed by the parties that the equipment herein specified is for special requirements and of special construction and is not subject to cancellation. All wiring on the premises, including the permanent connection of the sign and installation of fiber optic cable, is to be done by the Purchaser at his own expense. Permits and/or engineering fees will be an additional charge. It is understood by both the Purchaser and the Company that no verbal contract or agreement has been entered into. Both parties will adhere to the terms and conditions of this agreement. This agreement is subject to acceptance by the Company, and is not binding on the Company until so accepted. Any alteration or deviation from the above specifications, including extra costs, will be executed only upon written orders, and will become an extra charge over and above the price stated on this contract. Seller shall not be responsible for delays due to strikes, accidents, acts of God or events beyond the control of the Seller.

ON PREMISE UTILITIES NOT PROTECTED BY LOCATION SERVICES: Seller is not responsible for damage done to underground on-premise utilities (phone lines, electric, water, irrigation, gas, fiber-optic cables, etc.) encountered in the process of excavation for the purpose of sign installation.

ROCK CLAUSE: In the event of limestone or hard rock removal, holes would be excavated on a time-and-material basis and would be an extra charge.

THERE ARE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PURCHASING AGREEMENT AND THE PARTIES ARE BOUND BY THE SAME. ACCEPTANCE OF ANY LATE PAYMENTS SHOULD NOT CONSTITUTE A WAIVER OF THE DEFAULT PROVISION HERE IN OR MISSOURI NEON'S RIGHT HERE UNDER.

By their respective signatures below, the individuals executing this agreement warrant that they have full authority to execute this agreement on behalf of the named entity and to bind sale.

Undersigned agrees to pay: **Seven thousand nine hundred eighty five & 30/100 dollars** \$ **7,469.24**
ESTIMATED Sales Tax: NOT APPLICABLE
TOTAL PURCHASE PRICE: \$ 7,469.24

To consummate Contract: \$3,734.62

Permit :Not applicable

**I/WE HAVE READ THIS ENTIRE AGREEMENT INCLUDING THE ADDITIONAL
TERMS/CONDITIONS
ON THE REVERSE SIDE OF THIS DOCUMENT.**

Solicitor Glenn Donze

APPROVED: MISSOURI NEON CO.

Controller Lori Paulsen

Firm: Downstream Casino Resort

By: X

Title: _____ Date _____

Address: 69300 E. Nee Rd.
Quapaw, OK 74363

\$ 3,734.62+estimated sales tax

PAYMENT AS FOLLOWS

Date _____

FOR VALUE RECEIVED, the undersigned (jointly and severally) promise(s) to pay to the order of MISSOURI NEON CO., SPRINGFIELD, MO., the sum of: **\$3,734.62 PLUS APPLICABLE SALES TAX**, payable in one installment. The installment to be paid upon delivery and/or the installation. If the installment is not paid when due, the Undersigned agrees to pay interest thereon after maturity at the highest lawful rate, or at the option of the holder, a late charge of 1.5 percent on each installment overdue for a period of 10 days or more. Failure to pay the installment when due shall cause the entire remaining unpaid balance to become immediately due and payable, without notice, at the option of the holder of the Note. The acceptance of any installment thereon by holder after the time it becomes due as herein set forth shall not operate as a waiver of any rights of holder to enforce prompt payment of any further installment or otherwise. If Note shall not be paid when due, whether by acceleration or otherwise, the Undersigned agrees to pay all costs of collection and reasonable attorney's fees, if placed in the hands of an attorney (not salaried by the holder hereof) for collection. The Undersigned endorses and all parties hereto waive demand, protest and notice of nonpayment and agree to all extensions. In the event Buyer defaults on its payment obligations hereunder, Seller shall be entitled to recover its reasonable costs of enforcing this contract including attorney's fees, in addition to any other damages or remedies provided by law. Missouri Neon shall, at its discretion, reserve the right to use whatever means is appropriate, remove/repossess its property from the premises of the Buyer in the event of non-payment of any portion of this agreement. Buyer does not retain ownership of the property until all payments are paid in full to Missouri Neon or its assigns.

NOTE: This agreement may be withdrawn by us if not accepted within 30 days, and is not valid until approved by a company officer.

Firm Downstream Casino Resort

By: _____

Witness: _____

Title: _____

ADDITIONAL TERMS AND CONDITIONS

SECTION 1. ENTIRE AGREEMENT MODIFICATION AND SUCCESSOR'S INTEREST:

It is understood that this agreement constitutes the entire sign purchase agreement between the parties hereto and supersedes all prior representations, understandings and agreements. It is further understood that the terms of this sign purchase agreement cannot be waived, amended or modified in any way except by written agreement signed by Advertiser and by an executive officer of Missouri Neon or the General Manager of the office of Missouri Neon.

Upon acceptance, this sign purchase agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, executors, administrators and assigns.

SECTION 2. REMOVAL OF SIGN:

Upon default of Advertiser, Missouri Neon shall have the right, in addition to any other rights Missouri Neon may have hereunder, or at law, to remove sign from the premises where installed.

SECTION 3. HOLD HARMLESS

Advertiser agrees to save Missouri Neon harmless from any and all claims or demands made on account of loss of business or loss of trade due to any alleged defect in materials or labor.

SECTION 4. CHOICE OF LAW AND ADMISSABILITY OF COPIES OF CONTRACT:

The parties to this agreement hereby agree to resolve all disputes arising out of and related to this sign purchase agreement pursuant to the laws of the State of Missouri. This agreement is to be signed by each of the parties hereto in duplicate and it is agreed and stipulated that any of the signed copies of this agreement may be admitted into evidence in any litigation relating to the enforcement of this agreement. However, if the language on any copies differs from the other copies, the language contained in the original shall be deemed to be the controlling language.

SECTION 5. ADDITIONAL GENERAL PROVISIONS:

The paragraph headings in this sign purchase agreement are used for convenience only. They are not intended to alter or affect this agreement's meaning. The invalidity, whole or in part, of any provision of this sign purchase agreement shall not affect the validity or enforceability of any other of its provisions. Missouri Neon's failure to insist in one or more instance upon the performance of any term of this sign purchase agreement shall not be constitutes as a waiver or relinquishment of Missouri Neon's rights or obligations with respect hereto.

SECTION 6. ROCK CLAUSE:

In the event of limestone or hard rock removal, holes would be excavated on time and materials basis and would be an extra charge.

Meeting Minutes

Detailed, Grouped by Each Meeting and by 'Old Business' and 'New Business'

Downstream Hotel Expansion

12049 SE 110th Street
Galena, KS 66739

Project # 3452

Tel: (620) 856-5600 Fax: (620) 856-5605

Manhattan Construction Company

Owner, Architect, Contractor Meeting 21

Date	Start	End	Next Meeting	Next Time	Prepared By	Company
5/3/2012	10:00 AM	12:00 PM	5/9/2012	10:00 AM	Ronnie Wood	Manhattan Construction Company

Purpose	Location	Next Location	General Notes
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Attended By

Non-Attendees

Quapaw Tribe of Oklahoma - John Berrey
 Quapaw Tribe of Oklahoma - Larry Ramsey
 Quapaw Tribe of Oklahoma - Ranny Mcwatters
 Quapaw Tribe of Oklahoma - Shawn Mercer
 Quapaw Tribe of Oklahoma - Tamara Smiley
 Quapaw Tribe of Oklahoma - Tena VanCleave
 Quapaw Tribe of Oklahoma - Tim Brown
 Quapaw Tribe of Oklahoma - Ernie Caruthers
 Quapaw Tribe of Oklahoma - Bob Moritz
 Quapaw Tribe of Oklahoma - Bob Bergquist
 Quapaw Tribe of Oklahoma - Marilyn Rogers
 Manhattan Construction Company - Mike Kanter
 Manhattan Construction Company - Ronnie Wood
 Manhattan Construction Company - Ryan Haynie
 Manhattan Construction Company - David Anderson
 Manhattan Construction Company - Jason Schafer
 JCJ Architecture - Grace Fabian
 JCJ Architecture - Kristina Ennis
 JCJ Architecture - Scott Celella
 Chris Roper Construction Services - Chris Roper
 Kinslow, Keith, & Todd - Amy Harrell

Item	Meeting Item Description	Resp	Status	Due Date	Compl'd	Cls'd
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Old Business

Guest Room Furniture

013-003 3/28/2012 - Books have been used to begin procuring items for mock up. Mock up furniture is out to bid now with 4 bidders. (Kimble, Indian Country Furnishings, American Hotels and Harbor Linen) Pricing is due next week. Some bidders would still like to provide Downstream with turnkey package. Downstream to investigate Fabricut as a possible supplier.
 4/10/2012 - Several bids were received last week, but

Tim Brown
 (QUATRI); Chris
 Roper (CRCS)

No

Tim going next week to indiana plants

Meeting Minutes

Detailed, Grouped by Each Meeting and by 'Old Business' and 'New Business'

Item	Meeting Item Description	Resp	Status	Due Date	Compl'd	Cls'd
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Old Business

not all. Due to the large number of items, vetting the bids will take more time.
4/18/2012 - There were at least 6 bidders, several of whom bid all items. One company bid American made furniture. Next week there is a plan to provide a spreadsheet with pricing.
4/25/2012 - Harbor Hospitality and American Hotels have American furniture factories. Site visits to their factories are to be scheduled.

Hotel Flooring

013-004	3/28/2012 - Kristina to bring additional materials to NIGA convention/San Diego meeting next week. Image options to be investigated by MCC. MCC to investigate financial status of American Terrazzo and bring to conference call next week. 4/10/2012 - MCC is working on getting the final price with inlays included. Samples will follow final pricing. 4/18/2012 - MCC is doing pricing operation regarding animal inlays and sizing. According to JCJ we may not pursue the inlays as a value engineering option. 4/25/2012 - MCC still to wait on input from terrazzo company for value engineering options. DDA wants mosaic tile inlays in lieu of metal inlays or terrazzo inlays.	David Anderson (MCC)	No
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Guest Room Shower Tiles

013-007	3/28/2012 - Tiles to be in San Diego next week. 4/10/2012 - The tiles were not presented in San Diego. Two more tile options have not arrived, but should be ready for presentation next visit by Kristina. 4/18/2012 - JCJ to check on order status of tile samples. 4/25/2012 - JCJ brought samples for DDA review. Metal, Ceramic and glass samples. Prices range from \$3 each to \$18 each. MCC to leave 4"x4" openings blocked out in shower for options to be placed and reviewed. Research to see if a local artist is available to make what is desired	Kristina Ennis (JCJ)	No
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*4 tiles on back wall
three patterns in both colours*

Chiller Tie-In

013-008	3/28/2012 - Allen's performed 1st tie in Sat. night/Sun. morning on chiller and condenser water. No complaints. A couple more shut downs will be necessary. A tie in happens in the meeting room hallway. Owner's Rep coordinating with banquets for slow times that tie in can be performed. 4/10/2012 - Another shut down and tie in will occur tonight through tomorrow morning. 2 sets of 2 valves are to be installed. 4/25/2012 - Next week hangers will be installed for vitaulic pipe tie in.	Jason Schafer (MCC)	No
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Guaranteed Maximum Price

013-010	3/21/2012 - DDA waiting on Dec. Letter 3/28/2012 - No Update 4/10/2012 - The value of the four packages out to bid should create an opportunity to get to the final GMP. The bids are due next Thursday. The push will be for a GMP by the end of the month. on the 23rd, MCC to present budget revision to Chris Roper. On the 27th the budget is to be finalized and ready to present. 4/25/2012 - MCC to compile pricing by end of week. Faith and Allen's to have value engineering and pricing	John Thompson (ETP)	No
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Meeting Minutes

Detailed, Grouped by Each Meeting and by 'Old Business' and 'New Business'

Item	Meeting	Item Description	Resp	Status	Due Date	Compl'd	Cls'd
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Old Business

meeting next Monday. Budget on latest drawings to be complete Tuesday. MCC to break out certain areas such as spa, pool and the Buffalo grill.

Recommendation Letters

014-002	3/28/2012 - After interviews, MCC recommends bringing on board KC Gunite as the pool contractor. Approved by DDA.	David Anderson (MCC)	No
	4/10/2012 - No letters today. 3 qualified bidders submitted on fire suppression system and recommendation letters should be ready next meeting.		
	4/18/2012 - MCC is recommending Aegis Fire Protection from Kansas City as the fire suppression contractor. No objections given. Their bid saves 200,000 dollars from the original estimate. All other bid packages for the remainder of the project are out to bid.		
	4/25/2012 - No recommendation letters this week.		

*doors/hardware
- Contractors supply
painting
wiring - okay w/AD
flooring/millwork next week*

Mock Up Room

015-001	3/28/2012 - It is acceptable for TEPCO to use the same profile, without the exact finish for the storefront and balcony doors mock up.	Jason Schafer (MCC)	No
	4/10/2012 - Standard window frame in stock, balcony door approximately 8 weeks lead time. Electrical revisions to be made to not interfere with furniture.		
	4/18/2012 - JCJ to issue revised electrical layouts, Bulletin 04 Rev. 01. MCC working on getting orders placed for Wall Covering and Tile.		
	4/25 - Notes from second electrical revision are being completed. Tile has been ordered. Wall covering should be ordered today.		

Patio Design

016-001	3/21/2012 - JCJ to investigate Overhead trellis/pergola with incorporated fan, misters, electrical outlets, possibly adding supports off of the face of the structure.	Kristina Ennis (JCJ)	No
	3/28/2012 - JCJ to contact Chavez Grieves.		
	4/10/2012 - Preliminary davit type support system being sent to Chavez Grieves.		
	4/18/2012 - JCJ to contact Chavez Grieves to make sure supports are accounted for and in latest structural issue.		
	4/25/2012 - Design being incorporated currently.		

Item	Meeting	Item Description	Resp	Status	Due Date	Compl'd	Cls'd
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New Business

Value Engineering

021-001	5/3/2012 -						No
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Cc:	Company Name	Contact Name	Copies	Notes
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MANHATTAN CONSTRUCTION

DATE: 4/30/2012

PREPARED BY: Jason Schafer

THREE WEEK SCHEDULE

PREPARED BY: Jason Schafer				DOWNSTREAM HOTEL EXPANSION																						
				MAY																						
NO.	AREA	ACTIVITY DESCRIPTION	TIME OF DAY	M 30	T 1	W 2	T 3	F 4	S 5	S 6	M 7	T 8	W 9	T 10	F 11	S 12	S 13	M 14	T 15	W 16	T 17	F 18	S 19	S 20	REMARKS	NO.
1	MOCK-UPS	Patch Ceilings	Day	X	X																					
2		Prime & Paint Ceilings	Day	X	X	X																				
3		Hang Wall Covering	Day				X	X				X	X													
4		Tile Restrooms	Day									X	X	X	X	X										Depending On Availability
5		Install Millwork / Trim	Day												X	X			X	X						
6		Install Plumbing Fixtures	Day																X	X						
7		MEP Trim Out	Day																	X	X					
8		Install Frame And Glass	Day																							6 WEEKS OUT
9																										
10	Site	Dig / Pour Grade Beams East Wall	Day	X	X																					
11		Dig / Pour Grade Beams South Wall	Day	X	X	X																				
12		FRP East Wall	Day	X	X	X	X																			
13		Water Proof North Wall	Day				X	X	X		X	X	X	X	X			X	X	X						
14																										
15																										
16	West Elevators	Backfill at Elevator Pit	Day	X	X	X																				
17		Pour Elevator Pit Floor	Day								X														Set Drain	
18		Concrete Cure	Day								X	X	X	X	X	X	X									
19		Water Proof Elevator W/ Z Pex	Day																X	X	X					
20																										
21																										
22	East Elevators	FRP Walls	Day																							
23		Backfill at Elevator Pit	Day								X	X														
24		Pour Elevator Pit Floor	Day											X	X	X									Set Drain	
25																										
26	Structure	Erecting First Sequence Steel	Day	X	X	X	X	X	X		X	X	X	X												
27		Install Metal Decking & Joists	Day											X	X	X	X	X	X	X	X	X				
28		Pour Level 1	Day																			X	X			
29																										
30	Lower Level	MEP Lay Out For Underground	Day					X																		
31		MEP Under Slab Rough In	Day									X	X	X	X	X	X		X	X	X	X	X			
32		FRP Stem Walls	Day									X	X	X	X	X			X	X	X	X	X			
33		Fire Proof Under Lobby Level Steel	Day																			X	X			
34		FRP Slab On Grade	Day																						May 25TH	
35																										
36	Lobby Level	Install Mesh	Day												X	X		X	X	X						
37		Pour Lobby Level	Day																	X	X					
38		7 Day Wet Cure On Lobby	Day																		X	X	X	X		
39																										
40	Level 1	Install Mesh	Day																	X	X	X				
41		Pour Level 1	Day																						May24th	
42		Layout Walls	Day																						May 25th	
43		Install MEP Hangers	Day																						May 25th	
44																										

THREE WEEK SCHEDULE

DOWNSTREAM HOTEL EXPANSION

[illegible]

Player Development Guidelines

Drafted by

Jeffery M. Pletcher, MHA

Player Development Manager

Downstream Casino Resort

5/3/12

Player Development Guidelines

The purpose of this material is to provide a training guide for the daily operations of the Host Department. This guide will provide the following: coding players, booking events, comp decision process, outside events, Patron Management Contacts page, comp audit, database marketing techniques, telemarketing techniques, and sales techniques.

Page 3.....	Coding Players
Page 4.....	Host Bonus Program
Page 5.....	Survey Component
Page 6.....	Bonus Worksheet
Page 7.....	Example of Bonus Program
Page 8.....	Comp Decision Making
Page 10.....	Show Tickets
Page 11.....	Discounts on Losses

Coding Players

The current process for coding players is of the following: the hosts will choose who they wish to code, and as long as nobody else is coded to them and they have less than 300 players in their books, they get the player coded. This will allow reports to be manufactured to credit all incremental revenues from their coded players to their books where commissions will be drawn. This process does not take into consideration as to whether or not the player has even met their host. With this system, the hosts are credited for incremental revenue that they did not generate.

To more adequately align the casino's goals with the goals of player development, it is necessary to develop some guidelines as to what may warrant a coding. Below is a criteria created for coding players for commission purposes, as well as an un-coding criteria.

- A minimum of 4 trips must be generated in the system to warrant a coding.
- These trips must be separate in the system and not in consecutive days.
- A combination of events booked and comps in the system at property venues will be used to determine if a trip was generated.
- The actions taken in the system must be done by the host issuing a comp, or there must be a comment in the restricted field stating that the comp was issued per Host A.
- All codings are subject to the discretion of the Player Development Manager where decisions will only be made if it is clear a relationship has been established between the player and the host.
- All codings are subject to being removed at the discretion of the Player Development Manager when a relationship does not appear to be maintained in a positive fashion, or if it is clear a mistake was made and no relationship ever existed previously.
- All codings must be given to the Player Development Manager on a weekly basis, and must not exceed 10 per host (some exceptions may exist).
- Deceased players may be removed or un-coded immediately following the most recent quarter in which the player generated revenue.
- Permanently banned players may be removed in the same fashion as the deceased.
- All other inactive or fading players will be moved at the discretion of the Player Development Manager.

Always remember, Player Development is relationship marketing. The goal of the hosts is to build relationships with the highest-end players in the database. If a clear relationship can be proven to exist between a player and a host, exceptions can be made. However, if hosts aren't doing anything for the players in way of comps, show tickets, rooms, and the like, they aren't doing anything to generate additional revenue, and thus no commissions are deserved.

All codings are subject to spontaneous review. If a survey is sent out and the player indicates that they do not know who their host is, the host will have the players removed from their books immediately.

Host Bonus Program

The purpose of this program is to drive revenue by motivating the Player Development Department to sell the property, increase trips from the high-end segment of the database, and ultimately increase bottom-line revenue. Measurements that reflect positive growth in the high-end segment are of the following: trip average, trips, rooms booked, in-active player percentage, reactivation successes, activation successes, slot theoretical, table theoretical, and reinvestment percentage.

Outlined below is how the Player Development Department will be measured and compensated.

- Hosts will maintain relationships with no more than 300 players with the propensity to spend a minimum of \$300 per day.
- 10% of each Casino Host's book must be table games players, or hosts will not receive a bonus.
- A survey will be created as part of the scorecard to make sure hosts are making contact with their players regularly, informing them of promotions, and maintaining customer satisfaction.
- Trip Average will be monitored to make sure the hosts are targeting the correct customers.
- Rooms will be tracked and benchmarks will be set to make sure hosts are leveraging the hotel with high-end customers.
- Trips driven will be monitored to make sure the hosts are increasing frequency from their customers.
- In-actives will be tracked and maintained to make sure the hosts minimize the rate at which we lose high-end gamers.
- Reactivation will be tracked to provide an added bonus to the hosts for targeting customers that have left Downstream and not returned for a year or more.
- Activation will be tracked to provide an added bonus to the hosts for bringing in new high-end customers.
- Hosts will ultimately be paid based upon their Incremental Theoretical Revenue measured per quarter (year over year).
- Hosts will have the ability to increase their bonus percentage by hitting or exceeding threshold for rooms booked, hitting or exceeding threshold for trip average, hitting or exceeding threshold for trips driven, hitting or exceeding threshold for inactive %, bringing in inactive players, and bringing in new players.

Casino Hosts will be held to a higher standard of conduct at Downstream. Bonuses may be forfeited for the following reasons, failure to comply with the attendance policy, failure to book property events to satisfactory levels, failure to maintain a professional image off property during events, or other conducts not condoned by Executive Management.

Survey Component:

Using a Likert Scale of 1 to 5 with the following labels:

1- Strongly disagree, 2 disagree, 3 Neutral, 4 - Agree, 5 – Strongly Agree.

Please record your scores for each of the following statements.

- 1) I know who my host is at the Downstream Casino.
- 2) My host is available to me by phone.
- 3) I see my host on the casino floor when I play.
- 4) My host keeps me informed of the upcoming events.
- 5) My host makes time to visit with me during events or when I am playing my favorite game.
- 6) My host knows me by name.
- 7) My host recognizes me on special occasions.
- 8) My host explains to me what I have to do to get the comps that I want.
- 9) My host is one of the reasons I choose to visit the Downstream casino.
- 10) My host is one of my personal friends.

50 =Perfect or 110% of Bonus

40=Good or 100% of Bonus

30=Average or 50% of Bonus

20 or below=Poor or 0% of Bonus

Continuous below average scores may result in a removal from the host position.

Bonus Worksheet:

Trip Average	% of Incremental Theo
\$350	0.25
\$400	0.50
\$450	1.00
Trips Per Quarter	% of Incremental Theo
(4.0 freq) 3600	0.25
(4.2 freq) 3780	0.50
(4.5 freq) 4050	1.00
Reinvestment % For	% of Incremental Theo
18%	0.25
15%	0.50
12%	1.00

Rooms	% of Incremental Theo
525	0.25
575	0.50
600	1.00
Inactives	% of incremental Theo
15%	0.25
10%	0.50
5%	1.00
Reactivation	10% of 1st Trip Theo
Activation	10% of 1st Trip Theo
Bonus Scorecard	Results
Incremental Theo	\$500,000
Trip Average	0.50%
Trips	1.00%
Reinvestment %	1.00%
Rooms	0.25%
Inactive %	0.00%
Reactivation Theo	\$1,000
Activation Theo	\$10,000
Total Bonus Percentage	2.75%
Bonus	\$13,750
Reactivation Bonus	\$100
Activation Bonus	\$1000
Total Bonus Pool	\$14,850
Survey Component 30	0.50
Total Bonus	\$7,425.00

Example of how the program works:

Performance Measurements for Host A: Incremental Theo=\$500,000, Trip Average=400, Trips 4050, Reinvestment % =10%, 550 rooms booked, Reactivated 10 players with a combined \$20,000 theo, Activated 30 new players with a combined \$10,000 theo. and recorded a survey component of 30.

Host A has a year over year incremental Theoretical of \$500,000 (TYQ1=1.5 million – LYQ1=1.0 million leaving an Incremental Theo of \$500,000).

Host A has a \$400 trip average; this is a good number and 20% higher than the current host's average. Focusing on trip average will get the hosts thinking about the high-end clients as opposed to the grinders with high frequency and high yearly worth.

Host A has booked 550 rooms where currently the hosts average about 450 a quarter. Rooms extend trips and typically result in players spending about 50% more than a trip were they do not stay. Rooms must be measured but also maintaining proper reinvestment percentages.

Host A has an inactive % of 10%. Inactive players should count against the hosts for a period of 1 year, once all efforts have been exhausted, the players may be removed from the book. Exceptions are the deceased and banned patrons.

Host A also brought in 10 players that used to be big spenders, but are inactive. Their combined theo was \$20,000.

Host A also brought in 20 brand new players with combined theos of \$10,000.

Host A is a Rock star on paper; however, the soft skills need some improvement because his service scores average 30. This means Host A will only receive 50% of his potential bonus. If hosts aren't satisfying their customers, they should not receive full recognition of the bonus program.

Below is a scorecard spreadsheet of how the bonus would breakdown given the above performance measurements.

Each year the bonus program should be reevaluated to adjust to current number trends. In addition, the bonus program is not a guaranteed contract; hosts must maintain performance standards for total quality of work as well as quantity. The bonus program may be removed at any time without notice by the discretion of Executive Management

Comp Decision Making

Comps are gifts given to players in effort to generate additional revenue shown by a reward for loyal behavior, increase in trips, or increase in spend.

All comps must fall within a 20% reinvestment of a player's theoretical loss or actual loss, whichever number is bigger.

When servicing an in-house guest, please use the following list of steps in the decision making process.

- **Step 1**, review the player's Comp tab to determine what comps have already been issued on the day in question.
- **Step 2**, check the history tab and change the drop down setting to "average" and look at the players most recent trips (use no more than 10 trips).
- **Step 3**, check comments to see if the player has already been denied by your co-workers.
- **Step 4**, make your decision based upon the higher of the theo and actual for the day. For example, Player A asks for \$100 to the Red Oak. He has already lost \$1000 (actual), your reinvestment will be 10% and your ROI will be 9.0 or 900% $(\$1,000 - \$100) / \$100 = 9.0$ multiply by 100 to get ROI in percent form.
- **Step 5**, always write in the Printed remarks, Reservation time, how many in party, and your contact information.
- **Step 6**, always write in the Restricted remarks, comp per Host A, based upon last 6 trips, anniversary exception made, recovery comp, all relevant information that may help explain why you made your decision.

When booking a future trip, please use the following list of steps.

- **Step 1**, pull up contact screen to see if anyone has taken a call from the player before you.
- **Step 2**, check comments.
- **Step 3**, check the history tab and change the drop down setting to "average" and look at the players most recent trips (use no more than 10 trips).
- **Step 4**, decisions must be made in the same way as when you are servicing an in-house guest; however, negotiations will begin.
- **Step 5**, negotiate and do not surpass a 20% reinvestment unless the player spends over \$50,000 a trip.
- **Step 6**, update the contacts page for any promotions booked and schedule a follow up date. If a room was booked, request a follow up date in Patron for 1 day prior to arrival, and in comments add ETA for check-in.

When a player is asking for a comp and their past play does not warrant the comp, NEVER say no. Instead, use sales techniques that will explain to the player what he or she must do to get what they are asking for. Below is a point matrix that will help in the negotiating process. Points are used because it is

a more positive thing to focus on, where losses are a negative impact on the player. Hosts always root for the player to win.

- 800 pts = approximately a \$200 ADT where 1 point is earned when \$5 of coin-in is tracked on a games with a 5% hold (Oklahoma average hold is approximately 5%). Here is the math, Take 200 theo and divide by your hold to get the coin-in it takes to get a \$200 theo ($200/.05=4000$). With a \$4,000 coin-in, a player will have 800 points ($4,000/5=800$). \$200 is the minimum criteria for hosting based upon the bonus plan. They are good for a comp room on the weekday, and weekends as long as our occupancy is below 80%.
- 1600 pts=\$400 ADT and good for RFB non-fine dining.
- 3200 pts=\$800 ADT and good for RFB fine dining and show tickets.
- 6400 pts=\$1600 ADT and good for RFB fine dining and outside events.

By following this matrix, you will be able to sell the property and rewards card. Never say no, always tell the players what they have to do to get what they want. This will result in players playing up to get suites , tickets, fine dining, etc.

Show Tickets:

When booking shows, please use take the following steps:

- All that are invited qualify for 2 tickets.
- For 4 tickets, the player must be twice the lowest ADW threshold. For example, if the offer list's lowest ADW is \$300, only \$600 ADW are worth 4 tickets.
- Enter the correct amount of tickets allotted for Player Development (last show we had 355 allotted, we had 325 set up for comps in Patron).
- Multiply the allotted amount by 1.2 (1+no-show rate).
- Develop a mailer and market directly to VIPs with an expected response rate of 10% (if we have 300 tickets and 2 are promised per customer, we will have 150 VIPs expected to RSVP). This requires a minimum of 1500 offers to be mailed to yield 150 VIPs or 300 tickets.
- When we are at capacity in Patron, instead of turning customers away, we will start a waitlist. This way we can open up more tickets if sales are faltering and add more VIPs to the show without an additional mailer.
- Everyone on the waitlist will be told that we are sold out but may get more tickets between now and show date, if you don't hear from anyone you may come by around 7:15pm on show date and see if anyone doesn't show up, which is common.
- When a host RSVPs a customer, he or she will get an ETA. Then tell the player, if you are running late or cannot make it, please contact me. If you aren't here before 7:15pm and I haven't heard from you, I am going to give the tickets to another person. Obvious exceptions do apply; however, each player will be told how important it is to either cancel or inform us that they are running late.
- During ticket distribution, we will break up the allotted amount of tickets so that any holes in the show will be minimum and not all in the same section.
- Sales should be tracked by marketing so that we know how many tickets are being sold per day and also marking the date sales began and the date and time sales end for tickets.
- Based upon the sales data that is tracked and trended daily, we should be able to determine how many tickets we should sell by show date. If we are trending toward a number that does not "sell out". We should then give more tickets to Player Development (that is where the waitlist comes in and other marketing efforts can be made if there are hundreds added to comp). Tickets may also be given to radio stations for giveaways, HR for employee appreciation, Chamber After Dark drawings, business dignitaries etc.

Discounts on Losses

The purpose of this section is to identify the rules of engagement as it pertains to which customers qualify for discounts on losses, the time period in which the player's losses will be summed, percentage of loss matrix in which to determine how much the rebate to the customer will amount, and what types of games will be acceptable to warrant the pre-negotiated rebate.

- All discounts are graduated loss discounts (this is not a percentage of each bet but an accumulation of losses over a given period of time).
- Discounts are only applicable to table games players, and must be kept to a standard deck and standard set of rules negotiated up front with the customer.
- Table max should be negotiated up front with the customer by a gaming representative.
- The matrix for a percentage of discount based upon losses is of the following:
 - 10%-\$500,000+ in losses per day.
 - 5%-\$100,000 to \$499,999.99 in losses per day.
- There will be no discount above 10% and no discounts for any player that spends less than \$100,000 per day.
- Because discounts can be taken advantage of based upon the type of bets made, time played, spread of the table minimum and max, all discounts will be considered on a case by case basis and must be approved by the GM and DDA.
- If a player negotiates a discount on a per trip basis, the following Blackjack rules must be maintained in the fashion described below:
 - Must be an 8 deck game
 - Dealer hits on a soft 17
 - Player cannot double after a split
 - Player can only double on 10 and 11.
 - Player can resplit to make 2 hands
 - Player can resplit aces.
 - Player cannot hit split aces.
 - Player does not only lose the original bet against a dealer BJ.
 - No late surrender.
 - Blackjack pays 6 to 5.
 - Player may not play more than 1 spot.
 - Table max should be no more than 5% of the customer's total credit line.
 - Table minimum should be no less than 10% of the table max at 5% of the customer's
- To keep the current set of rules and table limits, losses will be tacked and paid on a quarterly basis.
- Trip frequency will be taken into consideration to avoid players to take advantage of the discount program.
 - To receive a discount on a per trip basis, a player must not visit the casino more than 6 trips a year.
 - For players with that visit once a month, only a quarterly discount will be available.

- Discounted players may not deviate from the agreement and still qualify for the discount. Once a player has decided upon the terms up front, he must sign the agreement along with the GM and DDA Chairman, and must maintain the terms of the agreement at all times to qualify for the discount.
- Past consideration is no consideration at all; if a discounted agreement is not made up front, no discounts can be given after the fact.
- To qualify for a discount, a player must maintain a minimum of 4 hours of play per day.

According to Michael Shackleford, UNLV professor of Casino Math, It is not unusual for "whales" to get a 10% rebate on losses. This is a very risky offer to make and a sharp player could easily abuse it and gain an advantage. The kind of player who would make an ideal recipient of this offer is one who grinds out a lot of play in a high house edge game. The kind of player who could best exploit this offer is one who plays a low house edge game, for a short time, and with a wide range of bet size. It sounds paradoxical, but under this deal, the player must lose to gain any benefit. Thus the player should set a high winning goal and relatively low losing goal. A good strategy to achieve a high winning goal quickly would be something like an anti-martingale, or anything where you bet more after you win.

With this in mind, we must maintain very strict rules when a player is granted a discount on a per trip basis as to maximize the house advantage. In addition, we must keep maximum bets no higher than 5% of their total credit line. For example, if a player has a credit-line of \$100,000, the best table maximum available would be \$5,000 per hand, but the player would not be allowed to play multiple spots.

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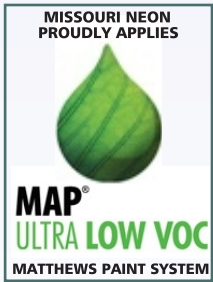
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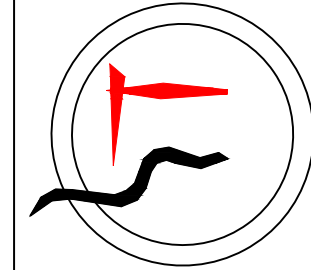
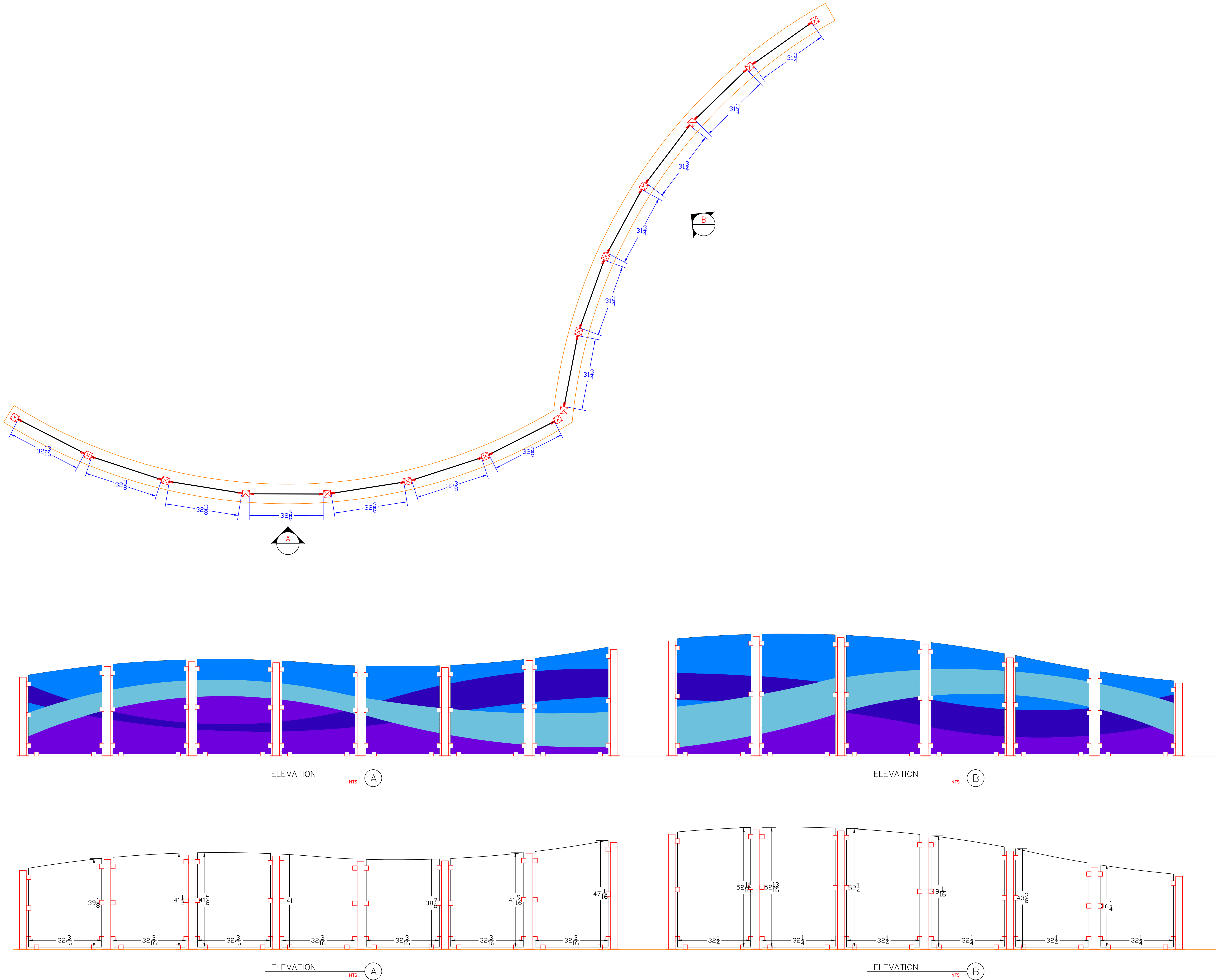
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