

August 26, 2009

Thomas Wright
Poma Nation / N.A.S.H.A.
Fort Bragg, CA

Via email: spiritwalker22@ymail.com

Subject: Introduction and Proposal for Planning & Design Services

Dear Mr. Wright:

Pursuant to your request I want to express our sincere interest in assisting The Poma Nation (TPN) in the development of your proposed business interests in Fort Bragg, California, including a possible Integrated Resort and other business interests as shown in your fax of August 25 (Native Americans Supporting Historical Alliance –N.A.S.H.A.) including:

- Performing Arts Center
- Museum
- Parks and Recreation Venues
- Alternative Energy Sources
- Medical Center
- Casino Resort
- Club House
- Tech School
- Farmer's Market
- Skate Park
- Other entertainment, learning and business venues

Our attached Company Profile will confirm our long standing interest in the advancement of Native American enterprises across the U.S. and abroad. Via this letter we would like to introduce our company and professional services and propose a way to start a business relationship with you.

1. WHAT WE DO:

Michael Lee Design (MLD) is a specialty consulting firm which focuses on resort, themed, and learning venues exclusively. We are known for producing projects which are of a high production value and signature quality, which are intended primarily for family markets, which are permeated with fun things to do, and which are developed at reasonable costs.

We plan, design, produce and oversee the production of experience-based destinations of all kinds including resorts, water parks, theme parks (like Disneyland), museums, aquariums, family entertainment venues and so on. Although we are architects & designers, we are markedly different than most because we design the “guest experience”. Before we think of buildings, we think of what the guest wants to do. We think of our projects as “attractions” because they are intended to draw guests magically and magnetically in order to: 1) give them respite from their work-a-day world; 2) provide meaningful memories with family and friends; and 3) provide relaxation, fitness, wellness, learning, discovery, adventure and simply fun experiences they cannot get in other locations or in other circumstances. We thereby strengthen our guests ability to return to work refreshed, enlivened, and hopefully with meaningful memories. We do that with



stories, personalities, meanings and messages combined and interwoven into the fabric of the physical facilities. Sometimes it is overt, using exhibits, shows, rides, and events for example. Sometimes it is more subtle with colors, textures, spaces and points of interest. In any case, we plan and program the guest experience before we plan the facilities, because that is what the traveling public is purchasing. It is their “purchase intent” to buy “an experience”, not just an overnight accommodation or a meal. Nevertheless, the buildings are important, just as a stage is important to a show...one must support the other.

2. OUR APPROACH:

We employ a Disney-like “Story-Driven-Process” in which we do everything possible to create a natural and immersive experience for the guest. It would be ideal if every location selected for a resort had a wonderful view, or access to a body of water, or a pristine forest...something special to bring them the wonders and beauties of nature. Unfortunately, that is often not as possible with many sites as it is in Fort Bragg with the beautiful Pacific Ocean as a backdrop. In any case, we employ the magic of our craft to showcase and intensify whatever natural features are available and to create man-made amenities that hearken to the themes of nature, thus making a sub-par site into the “paradise” the guest is seeking, and making a good location even better. This overall production quality adds great value to resort developments because it provides a “Wow Factor” which attracts guests and motivates them to tell others, and to return again and again. By placing the guest experience first, we find the guests are happier, which translates to greater economic sustainability for your projects.

Following herein you will find the Michael Lee Design Company Profile together with short biographies of our key individuals. Photos of our work are available for your review on our website: www.michaelledesign.com. You will see we have worked around the world for many resort companies and currently are working in Hawaii, French Polynesia, and the U.S. Our extended team has experience with world-class film studios and themed resort developers, such as Disney, Universal, LucasFilm, Warner Bros., Paramount, and many of the other entertainment giants. We have worked for Casino Resorts in many locations. In addition we have worked on learning and museum projects of world-class caliber, such as the Smithsonian Institution. We augment and add to our in-house services by teaming with local design professionals, giving us the best of both worlds, and providing the best communication, cost and schedule options.

3. PROPOSAL FOR INITIAL PLANNING & DESIGN SERVICES

MLD Scope, Deliverables and Cost:

We propose to plan, design and oversee the production of various developments (listed above) which TPN and N.A.S.H.A hope to develop in Fort Bragg, California. Here are the steps we propose:

1. **Background Research:** We will review and discuss information, documents, plans, photos etc. you may provide to us describing the existing conditions and future facilities, activities and operation. Whatever information you don't have, we can gather. Such information should include but is not limited to:
 - a. Existing planning done by the city of Fort Bragg, as on their website;
 - b. Your goals, hopes, wishes, concerns, etc.;
 - c. Performance history of your existing operations, financial, attendance, group sizes, return visitation, etc.
 - d. Physical site size, orientation, topography, zoning, surrounding uses, etc.
 - e. Access to utilities
 - f. Market – Local and Tourist potential

- g. City ordinances
- h. Competing, Comparable, and other interesting projects

2. **Planning Charrette:** After gathering information we will meet at or close to the site for a series of 2-day Charrette Planning Sessions. We have been in the attraction planning, design and development business for over 33 years, and believe the most productive, efficient and cost effective way to begin thinking about what your options and opportunities may be is by conducting this type of Planning Charrette. A Charrette is generally a two-day brainstorming session combining both idea generation together with hard-nosed economic analysis. Its purpose is to explore concepts for the “guest experience” and the types of businesses that make economic sense. Together we will determine with you the nature of the experiences your guests will have. Simultaneously, we will also evaluate the market and project potential, based on your goals and objectives. In addition, the Charrette process assists in establishing a rough order of magnitude for development sizing (e.g., land area, facility area requirements, capacity parameters for all key guest services...attractions, exhibits & displays, hotel rooms, food & beverage services and retail space) based on estimated attendance. It is also the purpose of this phase to produce limited drawings, graphics, etc, to illustrate the visual “look and feel” of the guest experience and overall concept. Finally, a Charrette provides preliminary investment criteria based on initial pro forma projections of estimated revenue and operating costs.

MLD will bring a team of experts representing key development disciplines (market research, economics, and attraction planning and design) to sit with your team of stakeholders for this two-day period. In addition to getting the job started properly, we guarantee this meeting will be fun and informative!

Charrette Report Includes:

- A. A clear and concise statement of creative, strategic and business objectives.
- B. An assessment of the proposed development site(s) regarding its accessibility, proximity to complementary facilities and attractions, compatibility of surrounding land uses and other salient factors.
- C. A review of the existing inventory of major tourist and other destination attractions and related assessment of the competitive environment.
- D. An analysis of the market support available to support the proposed development. This market will include area tourism in general, and growth trends in both visitor and resident markets.
- E. Determination of tourist and resident characteristics including estimated average length of stay, seasonal attendance distribution, average group size, age and income levels and spending patterns (to the extent such information is readily available).
- F. An assessment of the museum development program for the subject site including various visitor attraction/exhibition experiences to match identified visitor profiles (active, passive, adult, child, etc.), and associated food and beverage and retail opportunities.
- G. Based on the foregoing, provide estimates of annual attendance along with “design day” and “peak-on-site” attendance demand factors used to determine facility and guest service capacities and size food facilities, retail spaces, guest parking, etc.
- H. A very preliminary, first-cut, financial pro forma analysis (stabilized year) of the project. This analysis will include estimated per capita spending, based on admissions pricing assumptions and other assumptions for food and beverage and

retail spending. A gross operating margin will be provided with a resulting EBITDA (earnings before depreciation, interest, income taxes and amortization) calculated that will be compared with the estimated capital investment range to determine economic viability.

- I. A list of possible attraction/exhibition ideas to fit within the warranted investment and physical facility sizing, including those you have already suggested listed above
- J. A preliminary illustrative bubble-diagram of the components above and their building and grounds facilities arranged on the site with vehicular access, parking, back-of-house, pedestrian paths, etc.

This study is not a full-blown feasibility study, but just the beginning of one. In order to avoid any conflicts of interest, we will bring with us to the Charrette meeting a recreation economist who we will discuss with you beforehand. They with us will issue a report of the Charrette proceedings and recommended next steps. Then if you choose to take the economic feasibility work into a full and complete feasibility study, you can contract with that economist directly, or choose another. We can discuss the added costs to do this.

Research and Charrette Cost: \$52,000 (all cost shown are net of reimbursable travel expenses)

3. Master Planning

- a. **Preliminary Ideas and Program:** Utilizing background information from the Charrette, we will prepare a program showing expanded information as to the project components, their name, preliminary logo, size in land area or building area, annual guest capacity, and so on. This is usually an 8.5x11" spread sheet(s) for ease of communication.
Cost: \$3,500
- b. **Bubble Plan:** We will revise and refine the "bubble plan" from the Charrette showing possible relationships of the various components from the Charrette Program and subsequent materials above. Many alternative physical layouts and arrangements of the components are possible, so we will probe a little deeper and wider in this study.
Cost: \$5,800
- c. **Narrative Description:** We will write a short paragraph or two about each component. We have not included translation services, should you need the information to be in any language other than English.
Cost: \$6,400
- d. **Review One:** You will review the Bubble Diagram and Narrative above and give us feedback and direction. Minor modifications can be made without cost. Major modifications may require added cost.
Cost: Meeting time at \$2500/day
- e. **Conceptual Master Plan:** We will draw a Conceptual Master Plan showing the general component relationships, building footprints (no building floor plans are included), components, roads, pedestrian walkways, planting areas, service areas, and so forth, which are anticipated to be eventually developed within this land parcel over a period of years. The drawing will be at a convenient scale for your review. **Cost: \$8,800**

- f. **Review Two:** You will review the Conceptual Master Plan above and give us feedback and direction. Again, minor modifications can be made without cost. Major modifications may require added cost.
Cost: Meeting time at \$2500/day
- g. **Illustrations:** We can, if you desire, prepare “point of view” (POV) sketches and renderings to more fully illustrate the concept and site plan. This could include a “grand vision” bird’s eye illustration.
Cost: \$600 to \$1000 for marker sketches; \$1800 to \$2500 for painted renderings; \$4000-6000 for painted bird’s eye renderings.
- h. **Budget:** After your review and approval, we will also help you produce a rough order of magnitude (ROM) capital budget in today’s US dollars.
Cost: \$7,500
- i. **Review Three:** You will review the above materials and give us feedback and approval preparatory to beginning Step 4.
Cost: Meeting time at \$2500/day
- j. **Presentation Materials:** Using the materials generated above, and the feedback you give, we will produce a presentation quality bound book including the concept plan and renderings and issue them as electronic files (jpeg or pdf formats) and / or physical books for your use, distribution and reproduction. The book can be either a low-cost “comb-binding” or a higher cost “library-binding”. A mixture of both book types is possible and sometimes advisable depending upon who you intend to issue the book to, and how many copies are needed. We can also produce a power point show using the same materials, but because the aspect ratio is usually different, each may need its own attention.
Cost: Book layout and production: \$4,000 plus printing cost as an expense. Comb-bound books (landscape or portrait 8.5”x11”) usually cost about \$30 to \$60 each. If they are 11”x17” they are usually \$45 to \$70 each. If they are 12”x12” Library-bound (20 pages) cost is usually \$170 to \$200 each. Conversion from book to power point show or vise-versa: \$2,800.
We can also produce a 3-D electronic model from which we can make many POV’s. The cost for the model is high, but having created a model, the cost of POVs goes way down. We can also produce a fly-around video presentation from such a model. The costs are as follows:
Electronic 3-D Model: \$4,500
Electronic POVs of model: \$70 each
Enhance Electronic POVs: \$300 each
Fly-Around Video from Electronic Model: \$3500
The “Fees and Expenses Summary” below does not show these last 4 items but they can be added as you may wish)

Our work under this proposal is preliminary and conceptual. Therefore, we have not included the services of a civil engineer up to this point in this proposal for more specific work such as design of utilities, drainage, roads, and so on. When we get to that level of detail, and if we need to provide that information, we will advise you of the additional cost prior to incurring it. The more informed we are during master planning, the more authoritative the plan becomes.

Schedule:

Initial Charrette: 2 weeks preparation, 2 days meeting, 4-6 weeks for report.

Master Planning: Assuming we begin simultaneously with the economic work, we estimate it will take an additional four (4) to six (6) weeks beyond the Charrette report.

Overall Schedule: 8 – 12 weeks from our receipt of your initial payment to complete the scope of work described herein, excepting the publication of a “library bound” book, which takes an additional two (2) weeks. It is possible to do the work faster, but we will have to charge additional for the rush. We intend to discuss your schedule for presentation to the appropriate parties at a suitable opportunity.

Summary of Fees and Expenses Budget:

Adding up the above steps our professional fees without expenses are as follows:

Item 3.1&3.2: Research and Charrette	\$52,000
Item 3.3a: Preliminary Ideas and Program:	\$3,500
Item 3.3b: Bubble Plan	\$5,800
Item 3.3c: Narrative Description	\$6,400
Item 3.3d: Review Meeting (say 1 day)	\$2,500
Item 3.3e: Conceptual Master Plan	\$8,800
Item 3.3f: Review (telephone conference)	No Charge
Item 3.3g: Illustrations:	
3 marker sketches @ \$800 each	\$2,400
5 renderings @ \$2500 each	\$12,500
1 bird's eye @ \$5,000	\$5,000
Item 3.3h: ROM Budget (Assistance)	\$7,500
Item 3.3i: Review Meeting (say 1 day)	\$2,500
Item 3.3j: Presentation (suggested publications):	
Basic book or ppt	\$4,000
10 Library-bound @ \$200 each	\$2,000
30 Comb-bound @ \$60 each	\$1,800
Conversion to book or ppt	\$2,800

Total to this point: **\$119,500** (plus reimbursable expenses)

Payable as shown below:

Start	Upon Notice to Proceed	\$50,000 plus expenses
Interim Payment	Upon Completion of Item 3.3g	\$40,500 plus expenses
Final Payment	Delivery of Deliverables	<u>\$29,000 plus expenses</u>

Total Fee to This point for Charrette and Master Plan **\$119,500 plus expenses**

Additional work, not shown above, and before beginning subsequent design (such as added trips) is billed at \$2500 per day for principal time and \$1500 per day for associate's time, only upon your approval. Standard Terms and Conditions are attached and made part of this proposal-agreement.

4. SUBSEQUENT DESIGN PHASES

Once the general concept has been determined and the initial development programming and preliminary planning have been completed, there are five distinct phases following in order to complete the designing and developing of the project. MLD has experience in all phases serving as Project Manager, Project Designer, Project Architect and Project Producer, the combination of which roles might be called Owner Representative Services in coordinating and overseeing key vendors and contractors to assure the owner's desired results.

A. SCHEMATIC DESIGN...Refining the Concept and Beginning Design

The personality and character of the project is developed and finalized during this phase. Therefore, the importance of getting this phase right cannot be overstated.

Once the resort development concept is thoroughly and rigorously defined and expressed in the form of a Concept Master Plan, it then is interpreted into a set of architectural and engineering schematic drawings. This process requires the resort designer and facility architect to closely coordinate their work and, at the same time, maintain active involvement from the Owner.

At the conclusion of this phase the resort menu, development program and architectural character of the project will be fully described. Schematic plans, sections and elevations of facilities and site development requirements incorporating construction systems and materials, local constructability conditions and local code and regulatory requirements will be prepared. In addition, an integrated preliminary project cost estimate and schedule will be prepared.

B. DESIGN DEVELOPMENT...Working Through the Technical Details

During Design Development, the focus of the work shifts from being conceptual to being technical and analytical. Thus far the project has been painted in broad-brush strokes. Now it's time to thoroughly describe and engineer it. When completed, this set of documents, combined with the story treatments, illustrations and performance specifications for all project amenity and attraction elements will sufficiently detail the project scope so that a final, comprehensive project budget and schedule can be prepared.

C. CONSTRUCTION DRAWINGS...Preparing for Construction

During this phase all facility architectural, engineering and site development drawings are translated into documents sufficient for construction bidding and negotiation. Our Facility Architect has the lion's share of work to complete. Our Producer/Designer's primary responsibility is to provide technical assistance to the Facility Architect and to review all CDs for show design approval, prior to releasing the documents for construction. The Construction Manager's task is to coordinate completion of the CDs, finalize the procurement strategy, confirm the project budget and schedule, and pre-qualify construction trade contractors.

D. CONSTRUCTION, PRODUCTION & INSTALLATION...Getting it Built, Produced and Opened

The project site and facility are now under construction and all resort attractions and amenity elements are being fabricated and produced. On-site the Construction Manager or General Contractor is in the lead, responsible for all on-site project coordination and scheduling. Our Facility Architect is responsible for providing construction administration services, such as processing contractor requests for information (RFIs), reviewing contractor submittals and conducting building and site inspections). Our Producer/Designer also provides site representation to support overall guest attraction and amenity construction administration services.

Off-site, the Producer/Designer is responsible for overseeing the production and fabrication of all attraction elements such as exhibits, shows, rides, and events. As the facility approaches completion, the Producer/Designer assumes a more prominent role on-site as manager and coordinator of all guest amenity and attraction installations and field art direction.

E. POST OPENING...Project Closeout and Final Documentation

The project is open and operating. Now the development team is busy completing punch list items, delivering final operations and maintenance manuals for building and attraction systems, finalizing and delivering all "as built" documentation, closing out remaining construction trade and vendor contracts and attending to any remaining Owner contract obligations. Our Producer/Designer continues to monitor show quality and attraction systems for a short period to assure stable performance. Our Facility Architect completes remaining as-built drawing requirements. The Construction Manager/General Contractor is responsible for facility as-built drawing requirements, closing out all construction contracts, managing completion of facility punch list items, assembling and coordinating submittal of warranties, operating instructions and manuals for delivery to the Owner. Finally, the Owner prepares for any post-completion audits and closes out development team contracts.

Total Professional Fees:

The above presents a brief explanation of our design and development process to give you a sense of how we approach attraction projects. Our fees for providing such planning, design, management and owner representation services (Steps 3 through 4E) typically range from 12.5% to 15% of the "hard costs" of those project elements for which we have responsibility. For example, if the "hard cost" of those project elements is \$100M, a 12% fee would be \$12.0M, which includes comprehensive planning & design; master planning, architecture and engineering; theatrical producer and director fees; field art direction; graphic design; exhibition design; costume design; and managing and overseeing all related project disciplines. Our fees are very competitive when considering our expansive scope and comprehensive services as compared to just architecture and engineering services, and results in an integrated guest experience.

Once we have an adequate understanding of the nature of the project, the assignments you have in mind, and your goals for the projects, we will be able to be even more responsive to pin down a actual fee amount. We believe you'll find our methods of working, our quality of work, and our fees to be very acceptable. We would like you to visit to our website, www.michaelleedesign.com for additional photographs of our work.

Thank you for the opportunity to present our qualifications and this proposal. We look forward to visiting with you in person, getting to know your goals and concerns and answering your questions.

Best regards,



Michael V. Lee, A.I.A.
Enclosures follow herein

Accepted (authorized signature): _____

Name: _____

Company: _____

Date: _____

STANDARD TERMS AND CONDITIONS

1. Services. It is understood and agreed that MLD's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. In the event of a claim by a third party relating to services under the Proposal or Agreement Letter to which these Standard Terms and Conditions are attached, Client will indemnify MLD and its personnel from all such claims, liabilities, cost and expenses, except to the extent determined to have resulted from the intentional or deliberate misconduct of MLD personnel.

2. Payment of Invoices. Properly submitted invoices upon which payment is not received within thirty (30) days of the invoice date (or such other due date as may be indicated in the Proposal or Engagement Letter to which these Standard Terms and Conditions are attached) shall accrue a late charge of the lesser of (i) 1 1/2% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, MLD shall have the right to halt or terminate entirely its services until payment is received on past due invoices.

3. Term. Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of MLD's services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination.

4. Ownership.

a) MLD Technology. MLD has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; models (including, without limitation, function, process, system and data models); templates; the generalized features of the structure, sequence and organization of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the "MLD Technology").

b) Ownership of Deliverables. Except as provided below, upon full and final payment to MLD hereunder, the tangible items specified as deliverables or work product in the engagement letter or proposal to which these terms are attached (the "Deliverables") will become the property of Client. To the extent that any MLD Technology is contained in any of the Deliverables, MLD hereby grants Client, upon full and final payment to MLD hereunder, a royalty-free paid-up, worldwide, non-exclusive license to use such MLD Technology in connection with the Deliverables.

c) Ownership of MLD Property. To the extent that MLD utilizes any of its property (including, without limitation, the MLD Technology or any hardware or software of MLD) in connection with the performance of services hereunder, such property shall remain the property of MLD and, except for the license expressly granted in the preceding paragraph. Client shall acquire no right or interest in such property. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of MLD to provide consulting or other services of any kind or nature whatsoever to any person or entity as MLD in its sole discretion deems appropriate. In addition, and notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that (a) MLD will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the MLD Technology and (b) MLD may employ, modify, disclose, and otherwise exploit the MLD Technology (including, without limitation, providing services or creating programming or materials for other clients).

5. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. MLD WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH. MLD DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation on Damages. Client agrees that MLD, its partners, principals, and employees shall not be liable to Client for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to MLD under this engagement. In no event shall MLD, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, MLD will not be liable in respect of any decisions made by Client as a result of the performance by MLD of its services

hereunder. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

7. Cooperation. Client shall cooperate with MLD in the performance by MLD of its services hereunder, including, without limitation, providing MLD with reasonable facilities and timely access to data, information and personnel of Client. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to MLD for purposes of the performance by MLD of its services.

8. Force Majeure. Neither Client nor MLD shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

9. Limitation on Actions. No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.

10. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

11. Confidentiality. Client and MLD acknowledge and agree that all information communicated to either Client or MLD by the other party in connection with the performance by a party under this Agreement shall be received in confidence, shall be used only for purposes of this Agreement, and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the parties' obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by Client or MLD, (b) was known to either Client or MLD or had been previously possessed by Client or MLD without restriction against disclosure at the time of receipt thereof by Client or MLD, (c) was independently developed by Client or MLD without violation of this Agreement or (d) Client and MLD agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this Paragraph as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement. MLD may retain, subject to the terms of this Paragraph, copies of Client's confidential information required for compliance with applicable professional standards or internal policies. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such party to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall thereafter be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter.

12. Survival. The provisions of Paragraphs 1, 2, 4, 5, 6, 9, 10, 11, 12 and 13 hereof shall survive the expiration or termination of this engagement.

13. Assignment. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. MLD may assign its rights and obligations hereunder to any affiliate that is a successor in interest to all or substantially all of the assets or business of MLD practice, without the consent of Client.

14. Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Entire Agreement. These terms, and the Proposal or Engagement Letter to which these terms are appended, including Exhibits, constitute the entire agreement between MLD and Client with respect to the subject matter hereof and supersede all other oral and written representation, understandings or agreements relating to the subject matter hereof.



M L D

MICHAEL LEE DESIGN
M L D PRODUCTIONS

COMPANY PROFILE

Michael Lee Design, LLC, is an attractions planning, design and production company specializing in highly imaginative entertainment, leisure and educational projects. Michael Lee Design provides owner's representation, project management and comprehensive planning and design services for themed attractions worldwide, including:

- Resort development and redevelopment
- Theme parks, amusement parks, water parks, and events
- Visitors centers, museums, zoos, and aquariums
- Retail, hotel, and restaurant experiences

As the producer / director of the guest experience, MLD leads the planning, design and production teams under direct contract from the owner's group. MLD has pioneered what are now widely accepted approaches to project delivery, incorporating high creativity; rich 3-D visualization imagery; rapid delivery processes; theatrical technologies; hands-on management and the integration of economic, operational and functional planning with theatrical arts and crafts. MLD's goal is to produce unique, compelling and magical experiences for young and old alike throughout the world.

MLD is able to deliver projects of varying types, sizes, and locations cost effectively by employing a flexible team of experts in the following categories:

- project visioning and concepting
- project management and budgeting
- operational planning
- venue design including architecture and engineering
- master planning, landscape architecture, and area development
- show, ride and event production, planning, design and operations
- graphics and media production
- field representation and on-site art direction

The MLD client list includes Universal Studios, Warner Bros, Paramount Studios, Jim Henson Productions., Smithsonian Institution, Academy of Motion Picture Arts & Sciences, and Bechtel. MLD brings together world-class experience with home town sensibilities to make dreams into realities.

MLD is affiliated with the following organizations:



Please visit the Michael Lee Design website at: www.michaelledesign.com

EXAMPLE PROJECTS

Academy of Motion Picture Arts and Sciences – Oscar Experience
Anatalia Resort, Theme Park and Waterpark – Ankara, Turkey
Huahine Beach Resort – Tahitian Hotel Resort and Themed Water Amenities
Atlantis Resort – Conceptual Theme Design for Hotel Resort and Themed Water Amenities
Bechtel - Magic World – Arabian Resort City and Theme Park
Universal/MCA – Entertainment Concepts second gate studies Universal Studios Hollywood
Warner Bros. Spain, Warner Bros. Germany – Attractions Design
Jim Henson Productions – Various Entertainment & Show attraction Concepts
Star Mountain Resort Masterplan, Theme Park, Water Park and Entertainment Center
Geyser Falls Water Theme Park – Mississippi Band of Choctaw Indians
Clearwater Key Water Theme Park – Mississippi Band of Choctaw Indians
National Arbor Day Foundation – Learning / attractions, show & exhibit venues
Eastern Band of Cherokee Indians – Community Master Planning and Attractions studies
Cottontree Square – Mixed Use Village
Butterfly Discovery Center – San Francisco
WPI Koll – Entertainment Zone concepts in various locations
Eastbay Golf Course Clubhouse
Showbiz / Chuck E. Cheese's Pizza – Family Entertainment Restaurants
Pacific Mutual – Exhibit Center
Heritage Mountain / Seven Peaks – Themed Resort, Waterpark, Sports Club
Occidental Petroleum – Water Filtration / Purification Equipment
Sanyo Corporation – Computer Hardware Design
Novell Corporation – Corporate Interior Design and Project Management
Mystic Marinelife Aquarium – Expansion concepts
Sesame Street Parks -- Children's Television Workshop
Institute for Exploration – Guest Experience Concepts
Smithsonian Institution – Postal Museum & other projects
Swire Properties HK – Pacific Place Seasonal Shows & Attractions
Swire Properties HK – Festival Walk Seasonal Shows & Attractions
Old Tucson Studios – Rebuild Consulting & Guest Experience oversight
Sun International – Entertainment & Show Concepts / various locations in So. Africa
Monex – Capetown Theme Park “Ratanga Junction”
Paramount Parks Expansion Study for JB Research
Screen Actors Guild for W. D. King Associates
Wakayama Marina City (*Porte Europa*) for LucasArts/MCA
Chicago Field Museum Expansion for LucasArts
Aquarium of the Americas Expansion for LucasArts
Nichii Co. MYCAL for LucasArts / Economic Research Assoc.
Daewoo Retail Entertainment Center for HPC
Casey's Sports Park / Sportopia for LucasArts / M.S.B.
Isla Santa Rita Theme Park, for Harrison Price
Atlantis Submarines for Jim Garber and Associates
Planet Hollywood Restaurants for LucasArts
THX Theaters for LucasArts
Chabot Observatory and Science Center for LucasArts
Knott's Berry Farm Expansion for Harrison Price
Frankenmuth Gardens for Harrison Price
Cleveland Museum of Natural History for Harrison Price
Atlantic City Gateway Masterplan for Harrison Price / Rouse
Daytona Beach Redevelopment for Harrison Price / ZHA
Euroc Malmo Sweden Theme Park for Harrison Price
Sands Las Vegas Renovation for Harrison Price
Silvercup Studios for Harrison Price

Bass Pro Wildlife Attraction for Harrison Price
The Woodlands Attractions Concepts for Harrison Price
Great Frontier Resort and Attractions for Project Control
Nickelodeon Recreations / for Nickelodeon / Beyond the Box
Center for Technology & Innovation for the Lyon Group
Napa County, CA Center for Wine, Food and the Arts for Harrison Price Company
Alabama Coushatta – Big Thicket Resort Concept
Viejas Tribe – Tree House Concept Planning and Design

BIOS OF KEY INDIVIDUALS

MICHAEL LEE

Founder, President and Principal Designer

Michael's career in art and design has spanned over 33 years. He has built a reputation as a responsible creative artist, designer and architect on high-pressure, world-class projects. He has extensive experience in all phases of development of theme parks, water parks, resorts, museums, cultural entertainment centers, theaters, and other types of recreation and education projects. In the early 1970's Michael co-founded the Environmental Studies Department at California State University, Fullerton. As a licensed architect he has been a principal in several architectural and engineering firms, including Walker-Lee which produced award-winning projects for golf, resort and leisure projects of over \$500 million in value. As Director of Design for LucasArts Attractions, a division of Industrial Light and Magic (a George Lucas Company), he lead a team of world-class producers, planners and designers to produce attractions for Disney, Universal and other major entertainment companies. In 1989 Michael launched Michel Lee Design and MLD Productions for consulting, managing, and building projects for a wide variety of themed entertainment clients worldwide. He specializes in creative environments for attractions with his own unique mixture of experience in both science and art. He has taught design at two major universities and is a featured speaker at industry conferences. He has won the Governors Award for Excellence, the award for seasonal events from the Hong Kong Merchants Association and the General Electric Co. Award for Innovation. Michael holds a B.S. in Biology from Brigham Young University and a Masters in Fine Arts and Design from UCLA.

PAT SCANLON

Producer / Project Director

An 18-year executive of Walt Disney Imagineering in finance, marketing, business development, project development and project management, Pat brings a wealth of experience in planning, producing and managing world-class themed development projects. As Senior Vice President of Project Management, Pat managed design and construction of over \$800 million of new Disney attraction development in the US and Japan. Prior to that, he was Vice President and General Manager of the WDI Creative Group including the Show Design, Architectural Design, Engineering and Production divisions. After leaving Disney, Pat served for six years as Executive Vice President at BRC Imagination Arts, where he participated in the development of Mystery Lodge at Knott's Berry Farm, Space Center Houston Visitor Center at the Johnson Space Center, and Apollo/Saturn Center at Kennedy Space Center. He has expertly directed several projects with MLD, including Geyser Falls, Clearwater Key, and Islands of Paradise. Pat received a B.A. in Economics from UC-Santa Barbara and a M.S. in Finance from the UCLA Graduate School of Management. He currently serves on the board of directors of the Themed Entertainment Association.

HERB RAMSAIER

Master Planner, Landscape Architect and Land Use Planner

For over 30 years, Herb has master planned and designed resorts and outdoor environments worldwide. He specializes in designing and executing "showscape", landscaping that is itself a guest attraction. Herb began his career in master planning and landscape architecture with the themed entertainment division of the Walt Disney Company, serving as Director and Chief Landscape Architect of WED Enterprises for 12 years. He has planned and designed projects with MLD including Geyser Falls Water Theme Park, Clearwater Key, and Islands of Paradise. Herb holds a B.S. in Environmental Design from Cal Poly-Pomona.

ROBERT MCTYRE

Executive Producer and Marketing Consultant

Bob's illustrious career includes experience in producing, marketing, and executive management in areas as varied as live entertainment, theme parks, film studios, resort hotels and historical attractions. He created

and led the live entertainment division of Walt Disney Company as Senior Vice President of Theatrical Entertainment, producing award-winning productions such as Broadway's *Beauty and the Beast*. Also while with Disney, he produced the highly successful evening spectacular, *Fantasmic* at Disneyland and Magic Kingdom. He has also worked as Executive Vice President for Leavesden Studios, home of Warner Brothers' *Harry Potter*. Early in his career he managed theatres for the Nederlander and Shubert organizations in Southern California. Bob holds a B.A. from Michigan State University and did post-graduate work at UCLA.

CHRIS LEE

Vice President and Producer

Chris has managed attraction, show design, and marketing projects for MLD as well as for management consulting and software companies. He has directed and edited films for themed exhibitions, including *Trees in the Movies* for the National Arbor Day Foundation, and *Cowboys of Old Tucson* for Old Tucson Studios. In addition, he has consulted with Monitor Company and has worked as a producer and product manager for several creative software firms. Chris holds a B.A. in Economics and Italian from Brigham Young University and a M.B.A. from Harvard University.

SPENCER HARRIS

Project Coordinator and Designer

Spencer has worked with MLD since 2000, coordinating, designing and producing project presentations. He is a computer visualization specialist and one of the first within the themed entertainment industry to develop and use today's cutting-edge 3-D technology. He holds a B.S. from Utah Valley State College.

SCOTT SHERMAN

Designer

Scott is an accomplished artist, sculptor, and attraction designer, having worked for over ten years for Disney's Imagineering and for Universal Studios. Among his credits are the *20,000 Leagues Under the Sea* submarine ride at Tokyo DisneySea and Universal's *Islands of Adventure* in Orlando. In 2004, he played a major role in schematic design for MLD's Islands of Paradise. Scott graduated from the Art Center College of Design in Pasadena.

JOHN UIBEL

Designer

John has worked with MLD since 1993. He has designed guest experiences for Movie World Germany, Old Tucson Studios, Mystic Marinelife Aquarium's Institute for Exploration, Atlantis Paradise Island, the Harley Davidson Experience, and several other international projects. John has worked as a production designer, art director, and storyboard artist for 16 years in feature films, Imax films, television and commercial productions, and online interactive educational productions. He holds a B.F.A. in Design from Brigham Young University.

KURT HANKS

Designer

Kurt specializes in visual information design, with over 30 years experience working with museums, visitors centers, national parks, and a variety of business enterprises. He has designed guest experiences for many of MLD's educational and entertainment projects including the Arbor Day Farm, Islands of Paradise, and Geyser Falls. Kurt has written and illustrated over twenty books including several used as texts by design schools worldwide.

SEVEN NIELSEN

Designer

Seven has produced, directed and designed projects for themed attractions, television, movies, and live theater for over 30 years. He has art directed and designed attraction projects for MLD including Geyser Falls, Clearwater Key, and Islands of Paradise. Seven designed the Inaugural Galas for Presidents Ronald Reagan and George Bush. His production design credits include NBC's 2002 Olympics coverage, CBS's *Promised Land*, ABC's *The Donny & Marie Show*, and movies including *Con Air* and *Dumb and Dumber*. He is a master designer, set-dresser, and painter of all types of three-dimensional spaces.