

ALL VENDOR ACKNOWLEDGEMENTS OF THIS PURCHASE ORDER ARE TO BE SENT TO:

BOSSIER CASINO VENTURE, INC. ("BCV" or "Owner")  
P.O. Box 5456, Bossier City, LA 71171

The "Vendor" as designated by this Purchase Order, shall be subject to and governed by the following "Terms and Conditions" and any special conditions set forth in the "Description" and any drawings or specifications referred to on the face thereof.

INSTRUCTIONS, TERMS AND CONDITIONS:

1. **VENDOR ACKNOWLEDGEMENT** must be signed and returned within five (5) days after receipt of this Purchase Order. Vendor's performance pursuant to this Purchase Order shall also constitute acceptance of this Purchase Order and all terms and conditions stated within this Purchase Order. Unless so advised to BCV in writing within five (5) days from receipt of Purchase Order, BCV shall deem this Purchaser Order acceptable to Vendor. All subsequent Purchase Orders are subject to terms and conditions of this Purchase Order.
2. **PACKING SLIP** must be included in all shipments. Packing slips must indicate BCV item numbers, and quantities of each item included in shipment.
3. **PURCHASE ORDER NUMBER** must be shown on each package, packing slip and invoice.
4. **INVOICE.** Attach bill of lading or express receipt to invoice if sale of goods is involved. Original invoice must be submitted for payment.
5. **EXTRA CHARGES.** No additional charges of any kind, including charges for handling, boxing, packing, cartage or other extras, will be allowed unless stated on the face of this Purchase Order.
6. **CASH DISCOUNTS.** It is understood that the cash discount period, if any, will date from the receipt of the goods or from the date of receipt of the invoice, whichever is later.
7. **QUANTITIES.** The specific quantity ordered must be delivered in full and not be changed without BCV's prior consent in writing. Any unauthorized quantity is subject to rejection by BCV and return at Vendor's expense.
8. **PRICE.** This Purchase Order must not be filled at a higher price than last quoted or changed without BCV's prior consent in writing.
9. **CANCELLATION.** BCV reserves the right to cancel all or any part of the undelivered or unexecuted portion of this Purchase Order. Any unexpended portion(s) of deposits associated with this Purchase Order will be promptly refunded by the Vendor.
10. **TIME.** Time is of the essence of this Purchase Order.
11. **INSPECTION AND ACCEPTANCE.** All goods and services shall be subject to BCV's right of inspection. Defective goods will be held for Vendor at Vendor's risk and if Vendor so directs, will be returned at Vendor's expense. Thereafter, BCV shall also have the right to cancel any unshipped or unperformed portion of this Purchase Order. Payment for goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that BCV may have against Vendor.
12. **INDEMNIFICATION.** To the fullest extent permitted by law Vendor, at its sole cost and expense agrees to indemnify, defend and hold harmless BCV, its parent, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, successors and assigns from and against any and all losses, damages, costs, expenses, claims, judgments or liabilities (including reasonable costs and attorney's fees, which shall be reimbursed as incurred) which in any way arise out of or relate to any actual or alleged injury, death or damage to any person or property resulting from any act or omission of Vendor, its employees, contractors or affiliates or the goods supplied or services covered by this Purchase Order.  
Vendor also agrees, at its sole cost and expense, to indemnify, defend and hold harmless BCV, its parent, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, successor and assigns, from and against any and all claims, demands, losses, liabilities, damages, causes of action or expenses (including reasonable costs and attorney's fees, which shall be reimbursed as incurred), caused by, resulting from, or in any way connected with (a) an infringement of or claimed infringement of any patent, trademark, or copyright arising out of the sale, use or possession of the merchandise furnished by, or the services performed by Vendor, (b) the acts or omissions of Vendor or Vendor's agents, employees or contractors in conjunction with this Purchase Order, or (c) any breach of the warranties of Vendor contained in this Purchase Order.
13. **NON-LIABILITY** as to **St. Gabriel Downs, LLC or Silver Slipper Gaming, LLC.** Vendor agrees that in the event there is any default or alleged default by BCV under this Purchase Order, or Vendor has or may have any claim arising from or relating to this Purchase Order, Vendor shall not commence any lawsuit or otherwise seek to impose any liability whatsoever against St. Gabriel Downs, LLC or Silver Slipper Gaming, LLC. The Vendor hereby further agrees that neither St. Gabriel Downs, LLC nor Silver Slipper Gaming, LLC shall have any liability whatsoever with respect to this Purchase Order, or the goods or services provided. Vendor hereby further agrees that it shall not permit any party claiming through it, to assert a claim or impose any liability against either St. Gabriel Downs, LLC or Silver Slipper Gaming, LLC, either collectively or individually, as to any matter or thing arising out of or relating to this Purchase Order or any alleged breach or default by BCV. In addition, Vendor agrees that neither St. Gabriel Downs, LLC nor Silver Slipper Gaming, LLC, either individually or collectively, is a party to this Purchase Order or is liable for any alleged breach or default of the terms of this Purchase Order by BCV.
14. **TITLE** to goods covered by this Purchase Order shall pass to BCV Freight on Board (FOB) Point of Shipping, unless specifically provided for otherwise.
15. **WAIVER.** BCV's waiver of any breach or failure to avail itself of any right or remedy shall not be deemed to constitute a continuing waiver of the breach, right or remedy or any other breach, right or remedy provided herein or available at or in equity.
16. **ILLEGAL PROVISION.** If any provision contained within this Purchase Order is finally determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected thereby.
17. **INTEGRATED AGREEMENT.** This Purchase Order embodies the final, exclusive, and complete expression of agreement of the parties hereto, and may not be modified orally, but only in writing duly executed by both BCV and Vendor.
18. **IF PURCHASE ORDER** specifies delivery and installation dates, Vendor agrees (unless otherwise directed by the Owner) to deliver and/or install the goods on or before the delivery date set forth in this Purchase Order.
19. **OWNER** shall, at all times, hold title to all drawings and specifications furnished by it to Vendor and intended for use in conjunction with this Purchase Order. Vendor shall use such drawings and specifications only in conjunction with this Purchase Order and shall not disclose such drawings and specifications to any person, firm or corporation other than government inspectors or the employees or subcontractors of the Owner. Vendor shall, upon written request from the Owner, or upon performance of all terms and conditions of this Purchase Order, promptly return all drawings and specifications.
20. **ADDITIONAL TERMS AND SCOPE.** Vendor specifically agrees that the terms and conditions stated herein exclusively govern the rights and responsibilities of the parties regardless of different or additional terms submitted by Vendor within its acceptance, confirmation or invoice submitted to BCV. Any different or additional items submitted by Vendor shall not be part of this Purchase Order unless accepted in writing by BCV. If the Vendor performs Work beyond the scope of this Purchase Order without express written authorization from the Owner, then such Work will be non-compensable.
21. **ASSIGNMENT.** This Purchase Order and its terms and conditions may not be assigned by Vendor without BCV's prior written consent. If payments are to be made to factors or parties not named on this Purchase Order, BCV must review written authorization for such payments.
22. **SUBCONTRACTORS.** Vendor shall not subcontract any portion of the work contemplated by this Purchase Order without the prior written consent of BCV, which consent may be withheld in BCV's sole discretion. No approval of any subcontractor by BCV shall relieve Vendor from any of its obligations under this Purchase Order.
23. **VENDOR'S REPRESENTATIONS AND WARRANTIES.** Vendor represents and warrants that upon execution and throughout the term of this Purchase Order:  
The goods or services covered by this Purchase Order or other description or specification furnished by BCV will be in exact accordance with such Purchase Order, and free from:  
A. defects in materials and/or workmanship, fit for their intended purpose. Such warranty shall survive delivery, and shall not be deemed waived either by reason of BCV's acceptance or by payment.  
B. Vendor has obtained or filed all licenses, regulations, statements, compliance certificates and permits as may be required by law or other governmental authority, including, without limitation, the Louisiana Gaming Control Law.  
C. The goods or services covered by this Purchase Order do not infringe on any patent, trademark or copyright granted or recognized by the United States.  
D. The merchandise covered by this Purchase Order was not designed, manufactured, shipped, installed, sold or priced in violation of any federal, state or local law.  
E. Vendor, its employees and contractors shall abide by all federal, state and local laws or regulations and also BCV's Policies and Procedures while upon any BCV property.  
F. Vendor is a duly organized and validly existing business entity under the laws of its state of incorporation and it has obtained all requisite licenses to conduct business in the State of Louisiana.  
G. The execution of this Purchase Order has been duly authorized by all necessary corporate action on behalf of Vendor.  
In the event that any of the aforementioned representatives and warranties ceases to be true, complete and accurate at any time during the term of this Purchase Order, Vendor shall promptly notify BCV in writing of such default and shall promptly take such action as is necessary to cure such default. If such default is not cured in a reasonable amount of time, in BCV's sole discretion, then this Purchase Order may be terminated immediately upon notice to Vendor.
24. **ATTORNEY'S FEES.** Should BCV utilize the services of an attorney to enforce or defend any term or condition herein, BCV shall be entitled to an award of reasonable attorney's fees and costs expended through the pendency of the demand, claim and/or litigation.
25. **INSURANCE.** At all times while Vendor is providing services, products or performing work under this Purchase Order, Vendor shall, at its expense, maintain in a company or companies with a current A.M. Best Company rating of at least A: VII (a) Statutory Workers Compensation Insurance required by Louisiana Law and Employer's Liability Insurance with a limit of One Million Dollars (\$1,000,000), (b) Commercial General Liability Insurance with a limit of Three Million Dollars (\$3,000,000) per occurrence for property damage (including that of BCV), bodily injury (including death) and products and completed operations, and (c) Automobile Liability Insurance with a limit of One Million Dollars (\$1,000,000) per occurrence or accident. All insurance except the Worker's Compensation policy shall name BCV, its parents, subsidiaries and affiliates, as additional insured. The Commercial General Liability Insurance policy shall include contractual liability coverage for the indemnity provision contained herein and contain a broad form damage endorsement; the coverage of such policies shall be primary without regard to any insurance carried by BCV, and shall provide BCV with at least thirty (30) days notice of cancellation. The above limits may be provided through one policy or a combination of policies. A Certificate of Insurance evidencing the above requirements shall be provided to BCV.
26. **APPLICABLE LAW.** This Purchase Order shall be governed by and construed in accordance with the laws of the State of Louisiana. All actions or proceedings arising out of or related to this Purchase Order shall be litigated in any local, state or federal court located in Bossier Parish, Louisiana. The parties hereto consent to personal jurisdiction in any local, state or federal court located in Bossier Parish, Louisiana and hereby waive any objection to process based on personal jurisdiction.
27. **PRIVILEGED LICENSES.** Vendor acknowledges that BCV and its affiliates are engaged in businesses that are or may be subject to and exist because of privileged licenses issued by governmental authorities. If BCV or any subsidiary or other affiliate of BCV is directed to cease doing business with Vendor by any such authority, or if BCV shall determine, in BCV's sole and exclusive judgment, that Vendor, or any of its officers, directors, key employees, agents or representatives (i) is or might be engaged in, or is about to be engaged in, any activity or (ii) was or is involved in any relationship, either of which could or does jeopardize BCV's business or such licenses, or those of a parent, subsidiary or other affiliate, or if any such license is threatened to be or is denied, suspended or revoked, then this Purchase Order may be terminated by BCV without further liability to either party upon notice to Vendor, provided that Vendor shall be entitled to receive all fees that have accrued or otherwise become due but are unpaid at the time of termination. Without limiting the foregoing, BCV shall be entitled to a pro rata refund of any payments hereunder for the period following the date of termination of this Purchase Order (if applicable).
28. **PUBLICATION.** The Vendor acknowledges that, only with the prior written consent of the Owner, will it have the right to include representations of the design of the Project, including photographs of the product, supplies or the exterior or interior, among the Vendor's promotional materials. The Vendor's materials shall not include the Owner's or its affiliates confidential or proprietary information.