



GABRIELINO-TONGVA TRIBE

A California Indian Tribe historically known as San Gabriel Band of Mission Indians

501 Santa Monica Blvd., Ste. 500, Santa Monica, CA 90401-2490
www.gabrielinotribe.org • tel: (310) 587-2203 • fax: (310) 587-2281

As of August 1, 2007

Re: Confidentiality Agreement - Potential Business Transaction with Gabrielino-Tongva Tribe and/or SMDC Development Company, LLC

Dear _____:

You, your affiliated entities, investment groups, individual investors, consultants, attorneys, accountants and your other related parties and representatives (collectively, the "**Investors**") have requested information (defined below) concerning the Gabrielino-Tongva Tribe, a California Indian Tribe historically known as San Gabriel Mission Indians, and St. Monica Development Company, LLC, a California limited liability company (respectively, the "**Tribe**" and "**SMDC**") arising from the Investors' interest in considering a business transaction (a "**Transaction**") with the Tribe and/or SMDC. As a condition to, and in consideration of, the Tribe and SMDC furnishing the "**Information**", the Investors agree as follows:

The Investors agree that all Information furnished to any of the Investors will be maintained in strict confidence, subject only to the terms herein.

Prior to the Investors disclosing any Information to any nonsignatory who might not be considered an Investor, but may wish to become one, that nonsignatory will be required to execute this Confidentiality Agreement as a co-signatory, expressly acknowledging that such agreement is for the protection, rights, and benefit of the Tribe and SMDC. That nonsignatory shall be referred to below as an "Investor" also.

The Investors agree that the Information will be used solely in connection with the Investors' interest in considering a Transaction. The Information will be kept strictly confidential and will not be disclosed to any person or entity, other than the Investors who have agreed to be bound by a Confidentiality Agreement and the Investors' officers, employees or agents who are working or consulting on this matter, all of whom shall be advised of this agreement and shall agree to be bound by the terms thereof, except with the prior written consent of the Tribe and SMDC or pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial or administrative or legislative body or committee (any such subpoena or order, an "**Order**").

Tribal Council

Hon. Bernie Acuna

Hon. Linda Candelaria

Chief Executive Officer: Jonathan Stein, St. Monica Development Co., LLC

Hon. Martha Gonzalez Lemos

Hon. Suzanne Rodriguez

Tribal Administrator: Barbara Garcia

Hon. Laurie Salse

In the event that the Investors learn of an Order issued to any Investor, or anyone to whom the Investors have transmitted Information, or the Investors otherwise become legally compelled to disclose any Information, the Investors shall promptly advise the Tribe and SMDC in writing and consult with the Investors and Investors' counsel prior to any disclosure of Information, and will cooperate with the Tribe and SMDC in its effort to seek a protective order or to obtain an order or other reliable assurance that confidential treatment shall be accorded to any disclosed Information or otherwise to seek any other appropriate remedy. Should the Tribe and SMDC waive its right to seek a protective order or be unable to obtain a remedy or accede to the disclosure of Information, the Investors shall in any event furnish only that portion of the Information which is legally required.

All nonpublic confidential or proprietary information (including, without limitation, financial statements, customer and supplier lists, reports, marketing studies and business plans and forecasts) about the Tribe or SMDC (whether written, oral, or in electronic or other form and whether prepared by the Tribe and SMDC, its representatives or otherwise) which has been or will be furnished to the Investors by or on behalf of the Tribe and SMDC or the Tribe and SMDC's directors, officers, employees, affiliates, advisors (including without limitation, attorneys, accountants and financial and other advisers) or agents (collectively referred to herein as "**its representatives**") is collectively referred to herein as the "**Information.**" "**Information**" under this agreement shall also include the fact that the Information has been provided to the Investors and that the Tribe and SMDC is considering a Transaction and that discussions or negotiations are taking place concerning a possible Transaction, and any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.

The foregoing restrictions with respect to Information furnished to the Investors shall not apply to any Information that:

- 1) is or becomes generally available to the public other than a result of a disclosure by the Tribe or SMDC;
- 2) is known or was available to the Investors on a nonconfidential basis prior to the date of this Agreement;
- 3) becomes available to the Investors on a nonconfidential basis from a source other than the Tribe and SMDC, which source was itself not bound by a Confidentiality Agreement with or in favor of the Tribe or SMDC; or,
- 4) was independently developed by the Investors or the Investors' representatives without the use of Information supplied hereunder.



The Investors agree that upon the request of the Tribe or SMDC, we will return to the Tribe and SMDC all Information furnished to them without retaining any copies thereof or extracts therefrom.

Although the Tribe and SMDC has endeavored to include in the Information to be furnished to the Investors material believed to be relevant for the purpose of our investigation of the Tribe and SMDC, the Investors understand that neither the Tribe nor SMDC nor any of their representatives have made or make any representation or warranty as to the accuracy or completeness of such Information at this time.

As a condition to the receipt of the Information, or any of it, the Investors agree that the Investors will not do a Transaction with any other representative of the Gabrielino-Tongva Tribe, or any other group representing itself as a "band", or "Tribal Council", or other representative for some or all of the descendants of the historic Gabrielino-Tongva Tribe.

The term of this agreement shall be two (2) years from the date indicated below. The agreement shall be governed by the laws of the State of California. If any provision of this agreement is held for any reason to be unenforceable, the remainder of the agreement will nevertheless remain in full force and effect. Each of the parties bound by this agreement agrees that any dispute arising hereunder shall be resolved exclusively in the Los Angeles Superior Court, or by private arbitration or mediation in the County of Los Angeles, California, and each of the parties hereby irrevocably submit to that venue and to the personal jurisdiction of such courts for that purpose. The prevailing party in any such dispute, whether resolved judicially or privately, will be entitled to its attorneys fees, accountants' fees, expert fees, neutrals' fees and other costs.

This agreement constitutes the full, complete and final expression of the parties' understanding with respect to the subject matter hereof and can only be amended by writing signed by the parties hereto. By signing the Investors are indicating that the Investors are authorized by the Investors' organization to sign this Confidentiality Agreement on their behalf. A facsimile transmission of signatures of this Confidentiality Agreement shall be legally binding on all parties hereto.



If the foregoing accurately reflects our understanding, please indicate by signing below and kindly returning a copy for our files.

**ACCEPTED AND AGREED TO IN FULL
AS OF THE DATE WRITTEN BELOW**

[addressee]

By
Its

Date: August __, 2007

CO-SIGNATORY

_____ Print
name here

Sign here

Date: August __, 2007

-end

Very truly the Investors,

THE TRIBE

By: _____
Jonathan Stein, CEO
Gabrielino-Tongva Tribe, a California Indian
Tribe historically known as San Gabriel Band of
Mission Indians, and SMDC

Date: August 30, 2007

SMDC

By: _____
Jonathan Stein, CEO,
St. Monica Development Company, LLC, a
California limited liability company

Date: August 30, 2007

