

ADDENDUM

THIS ADDENDUM (the "Addendum") is effective as of the ____ day of _____, 2011, by and between Silverton Casino, LLC ("Silverton") and Ideabox Media Group, Inc., ("Ideabox").

WHEREAS, Silverton and Ideabox have entered into an agreement for Ideabox regarding an audio and control system dated _____ (the "Agreement"); and

WHEREAS, the parties wish to clarify, amend and modify the terms of the Agreement as more particularly provided in this Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, the parties hereby further agree as follows:

1. Definitions and Interpretations.

a. **Definitions.** The following words, terms and phrases when capitalized shall have the following meanings for the purpose of this Agreement:

- i. "Parties" shall mean Silverton and Ideabox.
- ii. "Party" shall mean Silverton or Ideabox.

b. **Section References.** References to a "Section" shall be deemed references to an enumerated section of this Agreement.

c. **Reference and Convenience of Labels.** Section headings and Subsection labels are used for convenience and referential notation only and shall have no interpretative effect or impact whatsoever.

d. **Recitals.** The above recitals are true and correct and incorporated herein.

e. **Silverton Affiliates.** Include Majestic Nevada, Inc., Majestic Nevada Property Holdings, LLC, Majestic Enterprise Holdings, Inc., the Roski Gaming Trust.

2. **Privileged Gaming Licensee.** Ideabox acknowledges that Silverton and its parent, subsidiaries, partnerships, joint ventures and other affiliates are engaged in businesses that are or may be subject to and exist because of privileged licenses or other permits issued by Nevada regulatory and government authorities. Silverton shall have the right to terminate the Agreement, without penalty or prejudice and without further liability to Ideabox: (i) if any of the Ideabox or any affiliate of Ideabox is directed to cease doing business with Company by any such authority or sovereignty; (ii) if Silverton, in its sole and exclusive judgment, that Ideabox, Ideabox's affiliates or any of its or their directors, officers, employees, agents or other representatives is, might be or about to be engaged in or involved in any activity or any relationship, any of which could or does jeopardize any of the businesses or licenses of Silverton (including, without limitation, any denial, suspension or revocation (or the threat thereof)). Ideabox shall be entitled to receive all undisputed fees that have accrued or otherwise become due but are unpaid at the time of termination, if not otherwise prohibited by any applicable governmental or licensing authority. Without limiting the foregoing, Silverton or its designee shall be entitled and Ideabox shall refund, pro rata, any pre-paid fees, deposits, escrowed amounts, or other upfront payments made by Silverton based on the proportion of the work or services then completed under the Agreement.

3. **Insurance Requirements for Onsite Activities.** Ideabox shall, at its sole cost and expense and at all times while the Agreement is in force and Ideabox or any subcontractor is performing work on any premises owned, operated or managed by Silverton or its affiliates, carry and maintain insurance policies of the following types and of not less than the following amounts reasonably satisfactory to Silverton in a company or companies with a current A.M. Best Company rating of at least A: (i) Employer's Liability Insurance and Statutory Workers' Compensation Insurance, including Employers' Liability Insurance, with limits of One Million Dollars (\$1,000,000) each accident and a policy limit of One Million Dollars (\$1,000,000), covering all personnel of such contractor or subcontractor performing such work at Silverton's premises or provide a valid certificate of self-insurance, and, where appropriate; and (ii) Commercial General Liability Insurance covering all operations with combined single limits of at least (A) One Million Dollars (\$1,000,000) for property damage (including that of Ideabox), plus (B) One Million Dollars (\$1,000,000) for bodily injury, including death; and (iii) Automobile Liability Insurance covering all vehicles (whether owned or not) with combined single limits of at least One Million Dollars (\$1,000,000); and (iv) Professional Liability and Errors and Omission Insurance with limits of at least One Million Dollars (\$1,000,000). The Commercial General Liability Policy shall name Silverton, its subsidiaries, affiliated, allied and/or proprietary companies, corporations, trusts, joint ventures and/or partnerships as are now or may hereafter be constituted or acquired as additional insureds, include contractual liability coverage for the indemnity provisions contained in the Agreement and contain a broad form property damage endorsement. The policies of insurance required to be maintained by Ideabox shall be written as primary and non-contributory. Prior to the commencement of any work, Ideabox and each approved subcontractor shall furnish Silverton with Certificates of Insurance evidencing the above coverages and endorsements containing the following statement: "Thirty (30) days notice shall be given to the additional insured before material change in, or cancellation of, this policy shall be effective." Such certificates shall be delivered to Silverton, care of Risk Management Department, Mike Tosti. The consent of Silverton to the insurance and limits set forth above, as they may be changed by Silverton as provided below, shall not be considered as a limitation of Ideabox's or any subcontractor's liability relative to such work nor an agreement by Silverton to assume liability in excess of said amounts or for risks not insured against. Silverton RESERVES THE RIGHT TO CHANGE SUCH INSURANCE REQUIREMENTS FOR ANY REASON AT ANY TIME. The compliance or failure to comply, in whole or in part, with the insurance provisions contained in the Agreement shall in no way relieve Ideabox from its indemnity obligations hereunder or under the Agreement. Notwithstanding any other remedy available to Silverton at law or in equity, Silverton shall be entitled to

terminate the Agreement immediately in the event Ideabox fails to obtain or maintain the insurance required herein or fails at any time to provide a valid Certificate of Insurance at the inception of the first of the Agreement and prior to the expiration of any previously provided certificate of insurance.

4. **Indemnification.** Each Party, at its sole cost, shall indemnify, defend and hold the other Party (including, without limitation, its officers, directors, employees, and agents) harmless for, from and against any and all losses, expenses, costs, liabilities, damages, claims, suits, and demands, arising from or attributable to the acts or omissions of such Party (including, without limitation, intellectual property, trade secret, trademark, copyright, or patent infringement claims). Neither Party shall be entitled to recover damages in the nature of lost profits, except in the event of gross negligence or willful misconduct, even if such damages are foreseeable or if the breaching Party has constructive knowledge of the possibility of such damages.

5. **Choice of Law.** Any term or provision of the Agreement which now or hereafter is declared contrary to any law, order, ordinance, requirement, ruling or regulation of any governmental authority, whether federal, state or local, whether now in force or enacted or promulgated in the future, or which is otherwise invalid, shall be deemed stricken from the Agreement without impairing the validity of the remainder of the Agreement. Any choice of law, choice of or consent to jurisdiction or choice of or consent to jurisdiction or venue provision contained in the Agreement is hereby deleted in its entirety. The Agreement and this Addendum shall be governed by and construed in accordance with the law of the State of Nevada without regard to its conflicts of laws principles. All actions or proceedings arising out of or related to this Addendum or the Agreement shall be litigated in any local, state or federal court located in Clark County, Nevada. The Parties hereto consent to personal jurisdiction in any local, state or federal court located in Clark County, Nevada and hereby waive any objection to process based on personal jurisdiction.

6. **Independent Contractors.** The Parties to the Agreement are acting as independent contractors and independent employers. Nothing contained in the Agreement shall create or be construed as creating a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to bind the other Party in any respect.

7. **Compliance With Laws.** The Parties shall perform all of their respective obligations under the Agreement in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes or orders including, without limitation, all environmental laws, data protection laws, privacy laws, data protection laws and labor laws and OSHA regulations (including, without limitation, 29 CFR '1910 et seq. and 29 CFR ' 1926 et seq.).

8. **Waiver.** Any failure by either Party at any time, to enforce or require the other Party's compliance with any of the terms and conditions of the Agreement shall not constitute a waiver of such terms and conditions in any way, or the right of the nondefaulting Party at any time to avail itself of any and all remedies it may have for any breach of said terms and conditions including, without limitation, any right to terminate the Agreement as specified herein. The remedies of the Parties provided for in the Agreement shall be cumulative with all other remedies that either Party may have against the other Party at law or in equity. Notwithstanding anything contained herein or in the Agreement to the contrary, Ideabox shall not be entitled to recover any indirect, special or consequential damages or any damages in the nature of lost profits.

9. **Counterparts; Facsimile; Electronic and Digital Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Each Party may rely upon the facsimile signature of the other. In addition, at all times while this Agreement is in force, each Party expressly agrees to the use and acceptance of signatures by digital and/or electronic means. In addition, each Party expressly agrees (except with respect to documents required to be signed in the presence of a third party or documents having an additional qualifying requirement in addition to the signature) that the use of a message which represents the document and is transformed by a digital signature, constitutes a sufficient signing of record. Subject to the foregoing restrictions, each Party further agrees that an electronic and/or digital signature will be accorded the full legal force and effect of a handwritten signature under Nevada law. Execution of this Agreement at different times and places by the Parties shall not affect the validity hereof.

10. **Partial Invalidity.** In the event that any portion of the Agreement or this Addendum are deemed by a court of competent jurisdiction to be unenforceable in whole or in part, said provision shall be limited or curtailed to the extent necessary to bring it within the requirement of present or future law, and this Addendum and the Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be.

11. **Waiver.** None of the terms of this Addendum or the Agreement, including this section, or any term, right, or remedy herein shall be deemed waived unless such waiver is in writing and signed by the Party to be charged therewith. No written waiver shall excuse the performance of any act other than as specifically referenced therein, and no waiver shall be deemed or construed to be a waiver of such terms or conditions for the future or any subsequent breach thereof.

12. **Notices.** Any notices required or permitted to be given pursuant to this Addendum or the Agreement shall be in writing and sent by certified, postage prepaid, return receipt requested. Notice shall be deemed to be given upon the date three (3) days after such notice is deposited in the mail. Notices may also be delivered by courier or by facsimile transmission and shall be deemed to be delivered when received by the Party to whom such notice is directed. All notices to Silverton should be directed to: Kirk Golding, Vice President of IT, 3333 Blue Diamond Rd., Las Vegas, NV 89139.

13. **Prohibition on Advertising and Press Releases.** Except with the prior written consent of Silverton, which may be withheld in its sole judgment, Ideabox acknowledges that it shall not advertise, publish or otherwise disclose in any press release or other form of distribution: (i) its association with the Silverton; or (ii) any aspects of the Agreement or this Addendum.

14. **Representation by Counsel - Mutual Negotiation.** Each party has had the opportunity to be represented by counsel of its choice in negotiating this Addendum and the Agreement. This Addendum and the Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and

participation of counsel, and will be interpreted in accordance with its terms without favor to any Party. The Parties hereto and their respective counsel have reviewed this Addendum and the Agreement, and the normal rule of construction to the effect that any ambiguities in this Addendum and the Agreement are to be resolved against the drafting Party are not to be employed in the interpretation of this Addendum and the Agreement.

15. **Force Majeure.** Neither Party shall be liable for failure to perform or delay in performing any obligation under this Addendum or the Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, the Party not subject to the Force Majeure shall be entitled to terminate this Addendum or the Agreement by notice in writing to the other.

16. **Conflicts.** In the event of conflicts between provisions of the Agreement and provisions of this Addendum, this Addendum shall control.

17. **Full Force and Effect.** Except as specifically modified herein, the Agreement shall remain in full force and effect.

Each person signing below represents that he or she has read this Addendum in its entirety, understands its terms, is duly authorized to execute this Addendum on behalf of the Party indicated below by his or her name, and agrees on behalf of such Party that such Party will be bound by those terms.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year first mentioned above.

Silverton Casino, LLC, a Nevada limited liability company, by:
Majestic Nevada, Inc., a Nevada Corporation, its Managing
Member

By: _____

Name: Craig D. Cavileer

Title: Vice President

Date _____, 2011

Ideabox Media Group, Inc.,

By:  _____

Name: Mark A. Day

Title: President

Date: June 13, 2011