

DEFENDANT INTERROGATORIES I: ATTACHMENT 3-1

Player (Lee Childs) / Backer (Lynne Mitchnick) Agreement

Scope:

- Buyins for all live tournaments that have a minimum buyin of \$200 and a maximum buyin of \$10K per tournament, with the condition that a minimum of 90% will have a buyin of \$5,000 or less ... Exceptions = home games / tournaments not hosted by a casino, charity events, and daily tournaments with a buyin less than \$200.
- "Buyin" as used throughout this document means entry fee + rebuys + add-ons + prepaid dealer bonus.
- Online tournaments are excluded from the initial agreement, but open to discussion later.
- Expenses are not part of the backing.
- Backer and Player may modify this agreement at any time, provided that both consent to the revisions in writing.

Backing Already Provided:

- Prior to having a signed agreement, Lynne provided \$7,160 cash in backing (\$5,010 for the Venetian \$5K deep stack on 13 July 2008; \$2,150 for the Borgata deep stack on 9 August 2008).

Bank Account / Transfer of Funds:

- Lee and Lynne will open a joint account at Wachovia with the provision that only one signature is required for all transactions.
- All funds for buyins and all of Lynne's share of cashes will be transacted through this account or cash will be delivered in person.
- Player and Backer agree that money in this account will not be used for anything else under any circumstances.
- All costs associated with the joint account (e.g., bank fees, wire transfer fees, etc.) will be deducted from the account and shared equally by Lee and Lynne.

Player / Backer Share of Cashes:

- When Lee cashes in a tournament, as is customary, up to 3% will be taken off the top for a tip for the dealers. This up to 3% is the total tip, including any amount that was already withheld from the buyin by the house.
- Next the money will be used to pay Lynne all makeup for all tournaments played to date that have not already been made up.
- After the dealers tip and makeup have been covered, the remaining money will be split equally between Lee and Lynne.

Player Responsibilities:

- Prepare a schedule of live tournaments that he plans to play six months in advance.
- Make every effort to always play to the best of his ability.
- Do not play if he is unable to bring his best game to the table for any reason.
- Inform Backer as soon as any deviations from or changes to the schedule are known.
- Deposit Backer's share of all cashes into the joint account or deliver cash in person within ten business days of the tournament cash.
- Provide Backer with the appropriate tax forms no later than January 31 of each calendar year.

Backer Responsibilities:

- Pay all buyins for tournaments covered under the scope of this agreement.
- Ensure that funds for buyins are in the joint account a minimum of ten days in advance of a tournament, or delivered in person during the tournament registration period.
- Inform Player as soon as any circumstances that may prevent deposit of funds into the joint account or in-person delivery of funds are known.
- Backer is responsible for all taxes on her share of cashes.

Temporary Suspension of Backing:

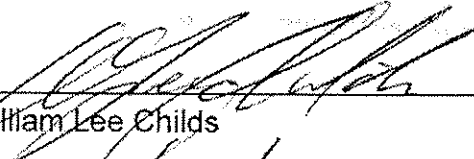
- Should circumstances arise that prohibit or would cause undue hardship for Backer to provide funds, backing may be suspended for a period not to exceed 30 days during a calendar year. This period may be extended by written agreement between Player and Backer.
- Player may play in all tournaments covered under the scope of this agreement for which Backer does not provide funds, incurring all expenses and keeping all wins himself.

Termination of Agreement by Player:

- Player may terminate the agreement at any time with 30 days written notice as long as all makeup has been paid to Backer. Makeup includes all buyins as defined above under "Scope" (i.e., tournament entry fees, add-ons, rebuys and prepaid dealer bonuses).
- Exception: Player may terminate the agreement at any time if he gets a sponsorship deal that includes tournament entry fees; in this situation, Player agrees to inform Backer as soon as the sponsorship deal is made and to pay Backer all makeup within 30 days of when the sponsorship deal is signed.
- Exception: Player may terminate the agreement at any time without notice if, for any reason, Backer becomes unable or unwilling to provide funding for more than 30 consecutive days.

Termination of Agreement by Backer:

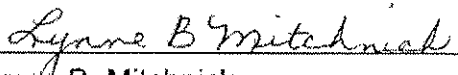
- Backer may terminate the agreement at any time with 30 days written notice.
- If backer initiates termination, then payback of any outstanding makeup is forfeited.
- Exception: If Backer terminates the agreement due to Player violating the agreement in any way, then Player is responsible for paying all makeup as defined in the first bullet under "Termination of Agreement by Player" ... In this situation, makeup may be paid in equal monthly installments for a period of up to one year.



William Lee Childs

9/13/08

Date



Lynne B. Mitchnick

9/13/08

Date