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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made and entered into at Rosebud, South Dakota, as of the 11th day of February, 1993, by and between the Rosebud Sioux Tribe, a federally recognized Indian tribe (hereinafter referred to as the "Tribe"), and BBC Entertainment, Inc., a Minnesota Corporation, duly authorized in South Dakota with an office at Mission, South Dakota (hereinafter referred to as "Manager").

RECITALS

A. The Tribe and the Reservation. The Tribe exercises governmental authority over certain real property located in the State of South Dakota which is recognized under federal law as an Indian Reservation and is known as the reservation of the Rosebud Sioux (the "Reservation").

B. The Manager. Manager is a corporation organized and existing under the laws of the State of Minnesota and is duly licensed and authorized to conduct business in the State of South Dakota. The officers, directors, and shareholders, of Manager ("Parties-In-Interest"), and their respective interest therein, as well as that information required by 25 U.S.C. Sec. 2711(a)(1)(A), (B), and (C), and Parts 556 and 558 of the National Indian Gaming Commission Rules and Regulations dated January 22, 1993 (25 CFR 556,558), are set forth in Exhibit "A" attached hereto.

C. The Ordinance. The Tribe has enacted an Ordinance (the "Ordinance") in compliance with the Compact and the Indian Gaming Regulatory Act ("IGRA") for the operation, conduct, and playing of

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slot machines, blackjack, poker and other class III games which may be conducted under a Compact with South Dakota (the "Class III Games"), which are defined as Class III gaming in the Indian Gaming Regulatory Act ("IGRA") and for the operation, conduct and playing of games of chance commonly known as bingo including (if played at the same location) pull-tabs, lotto, punch boards, tip jars, instant bingo and other games similar to bingo which are defined as Class II gaming in the IGRA, (a true copy of which Ordinance and Regulations are attached as Exhibit "B" hereto) in order to fund Tribal government operations and programs, including but not limited to programs which provide for the general welfare of the Tribe and its citizens, promote Tribal economic development, and provide employment and training opportunities for Tribal citizens, Indians generally, and persons who reside in the surrounding communities. The term "Ordinance" shall mean the Ordinance as it exists or may be amended or modified during the term hereof which is deemed for all purposes to be supplemental to the terms of this Agreement as of the effective date of such amendment or modification. The Tribe agrees that it will not at any time make any changes in said Ordinance that in any way are inconsistent with the terms of this Agreement or would cause material injury to the Project as hereinafter defined, unless any such change is required by the Compact or federal law, rule or regulation.

D. The Land. The Tribe is the beneficial owner of certain land on the Reservation located in South Dakota, which is legally described on Exhibit "C" attached hereto. The tribe warrants that

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said land is eligible for Class II and Class III gaming enterprises under the Indian Gaming Regulatory Act (IGRA), the Ordinance and the Compact.

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E. The Compact. The Tribe has or will enter into a compact with the State of South Dakota relating to the conduct of Class III gaming on its reservation, a true and correct copy of which is attached hereto as Exhibit "D".

G. Desire for Management Agreement. The Tribe wishes to enter into this Management Agreement with an entity that is able and willing to supply financing and obtain the human resources to establish, operate, fund and manage Class II and III Games in accordance with the terms of this Agreement, the Compact, Tribal law, federal law and applicable state law (if any);

H. Manager's Right to Manage. The Tribe is willing to vest in the Manager, the right to improve, develop, and maintain the Project and to manage the Project (as hereinafter defined) in conformance with the terms and conditions of this Agreement, Tribal ordinances, rules, and regulations, rules and regulations of the Tribal Gaming Commission, IGRA, the Compact and, the applicable

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state law (if any);

I. Manager's Qualifications. The Manager has available the capital, management expertise and operational skills necessary to establish, operate and manage the Project (as hereinafter defined) in accordance with this Agreement;

J. Exclusive Management Right. The Tribe wishes to contract with Manager to provide for the management and operation of Class III Games as permitted under IGRA and the Compact on the Tribe's land in South Dakota, together with related food and other services in all phases of this development and the right to manage Class II gaming activities as set forth herein ("the Project"). The tribe shall have the right to license or operate non gaming activities that are unrelated to the project itself but which might be developed in proximity to the project. Included in the concept of the Project is the Tribe's representation and warranty (hereby given) that the Manager shall have the right to manage Class III Gaming Activities conducted under authority of the Tribe by anyone on Indian Lands of the Tribe as that term is defined in IGRA in South Dakota, during the term of this Agreement.

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Tribe, Gaming Activity shall mean all Gaming Activity permitted by any federal, state, local or Tribal Government now or in the future, including, but not limited to all Class II gaming activities permitted pursuant to federal, state and tribal law and all Class III gaming activities permitted pursuant to Tribal State Compact between State of South Dakota and the Rosebud Sioux Tribe. Provided further

4 Tribe and manager agree that bingo shall be included in the project.

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L. No Interest in Indian Land. The parties acknowledge that this Agreement is not intended to create and shall not be deemed to create an interest in Indian land or with respect to any facilities thereon, such as but not limited to a license, tenancy lien, easement, leasehold interest, estate or any other form of possessory or non-possessory interest, either express or implied.

CONDITIONS SUBSEQUENT TO CONTRACT

The parties agree that the following conditions subsequent must be waived by Manager or Tribe or fulfilled on or before, sixty (60) days subsequent to approval of the Management Agreement by the National Indian Gaming Commission or this Management Agreement shall become void. In the event any of said conditions are not waived, extended or fulfilled within such time limit, the parties agree that the Manager or Tribe shall have the option to waive or extend the time for fulfillment or to declare that this

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contract null and void as such time.

Said conditions are:

1. Formal Approval of Manager. The manager has received all required (if any) formal approvals from all authorities of the State of South Dakota and approvals of all authorities of the Tribe and federal government which are required to approve the Manager to conduct the management of the Project and approval of the term of this contract.

2. Manager's Consent to be Bound. The Manager shall have consented in writing to be bound by all rules and regulations adopted by the Tribe's Tribal Gaming Commission, together with all gaming laws adopted by the tribe as required by the Compact, after a reasonable opportunity to inspect the same. When completed, all such rules, regulations and laws shall be attached to this Agreement and marked Exhibit "B".

3. Tribal Gaming Commission License. The Tribal Gaming Commission required under the terms of the Compact shall have issued a license to the Manager to permit it to perform the terms of this Agreement, which shall not be unreasonably withheld.

4. Issuance of Licenses. Issuance of licenses by the appropriate governmental authorities and the Tribe sufficient to permit the sale and dispensing of beer, wine and all other alcoholic beverages on the Project. Said licenses shall either be issued in the name of the Tribe or the Manager as appropriate under applicable law.

5. Agreement on Preliminary Plans and Equipping. The parties

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have reached agreement on the preliminary plans for the construction of and equipping of a gaming casino as provided in Article 4.1(a)(1).

ARTICLE 1.

APPOINTMENT OF MANAGER

1.1 Appointment. The tribe hereby engages Manager as an independent contractor with exclusive rights with respect to the operation and management of the Project for the Tribe's benefit on the terms and conditions set forth below, and Manager hereby accepts such engagement.

ARTICLE 2.

TERM

2.1 Term. This Agreement shall be enforceable between the parties until the failure of a condition subsequent not waived by the Manager or the expiration of the Term. The Term ("Term") of this Agreement shall commence the day the gaming activities of the Project are open for business to the public and shall continue

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ARTICLE 3.

GOVERNMENTAL AGENCY APPROVAL: RESUBMISSION

3.1 Approval Required. It is understood that this Agreement must be, and shall not be effective notwithstanding the date of the signatures of the parties until, approved in writing by the Chairman of the National Indian Gaming Commission pursuant to the IGRA, which exercises the federal government's authority over Indian gaming (the "Governmental Agency").

3.2 Modification and Resubmission After Disapproval. In the event there is a Governmental Agency disapproval but recommendations for modification of the Agreement are made by such Governmental Agency at or about the time of such disapproval, or the parties hereto determine for any reason that the modification of the Agreement may overcome such disapproval, each party will have ninety (90) days after receipt of such disapproval to negotiate with the other party with respect to such modifications and resubmit the Agreement for approval, unless the Governmental Agency designates a shorter period for resubmission , in which case such shorter period shall control. The decision concerning whether or not to agree to such modifications shall not be unreasonably withheld, and such negotiations shall be conducted in good faith with the intent to reach agreement. If a new Agreement cannot be reached between the Tribe and the Manager which is acceptable to the appropriate agencies, then the entire Agreement shall be void from that date.

3.3 No Agreement; Reimbursement of Manager, Tribal Promissory

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costs referred to in this section shall be verified by manager and tribe shall have the right to audit the records of manager to verify the costs.

ARTICLE 4.

MANAGER'S RESPONSIBILITIES; CAPITAL; COVENANT

4.1 Manager's Services. As soon as practicable, and subject to the approval of the Tribe, Manager agrees to develop plans for the construction of a facility sufficient to provide the space for a casino of cost, size and scope and finish as agreed upon by the parties. Manager agrees to commence and complete the construction of the Project as soon as reasonably practicable following agreement upon the plans and costs. Within such time after the execution of this Agreement as Manager reasonably determines and throughout the Term of this Agreement, Manager will provide those management services which are reasonable necessary or desirable, to design, construct, market, develop, operate and maintain the Project and the conduct of the Class III Games,

Manager warrants it will conduct the Project in the best interest

of the Tribe and Manager and to assure the attending public that operations are conducted in a fair, honest and professional manner. Without limiting the foregoing, Manager will use its best efforts to provide, and Tribe shall permit Manager to so provide, such services as may be necessary to implement the above: (The Tribe agrees to provide such assistance and suggestions to the Manager in the furnishing of such services as the manager from time to time may reasonably request);

(a) Project Preparation

(1) Within such time as the Manager determines to be practicable, and subject to the approval of the Tribe, the Manager agrees to select a building site or sites and develop preliminary plans for a casino which will include room for 120 gaming devices, bingo, a restaurant and lounge. (The Manager agrees to commence construction of the Project, according to such plans and specification as are mutually agreeable to the parties within the time reasonably determined by the Manager) and to pursue the completion of such construction with due diligence thereafter.

Manager shall require that all contractors and subcontractors give

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preference to hiring qualified Tribal citizens first, and Indians generally second, and then qualified non-Indians for construction of Project facilities and in awarding subcontractors.

(2) Development of an operating budget for a year's operation ("Annual Budget") for the fiscal year agreed upon by the

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. The Annual Budget shall be revised, if necessary, from time to time as the need may arise and as the parties shall agree, but in any event not less than annually. The manager agrees that all budgets shall have the prior approval of the Tribe before they are implemented.

(b) Project Operation. During the Term of this Agreement, the Manager agrees to:

(1) Operate the Project as the Manager deems best.

(2) Recruit, interview, screen and hire needed employees for the Project and provide all training necessary to assure that the project shall be operated in a professional and competent manner, and manager shall cooperate with Sinte Gleska College in training and hiring employees.

(3) Supervise and direct all procedure and activities necessary for Project operations giving first

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consideration on all hired employees to qualified or trainable Native Americans who are members of the Tribe if they are available.

(4) Assist the Tribe in entering into such contracts and making such other plans and arrangements as will be necessary to improve and expand operations of the Project.

(5) Provide for ongoing daily supervision of and direction to Project operations and personnel, including the hiring, training, promotion and discharging of personnel, and maintain and administer comprehensive employment practices.

(6) Supervise and manage the operation of Class II and Class III Games, food and beverage operations and other services and goods provided by the Project, and implement such rules, regulations and procedures, and modifications thereof.

(7) Comply with IGRA, applicable Federal law, the Compact and all laws and ordinances of the Tribe and the rules and regulations of the Tribal Gaming Commission and state law (if and where applicable);

(8) Conduct regular meetings with and report to the Tribe, at least monthly, about the status of the Project operations, matters that may need improvement or change, and resolution of any problems areas.

(9) Supervise and conduct the collection, safeguarding and receipting of all revenues and the prompt deposit of same,

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remittances to the Tribe and the Manager; and supervise and administer the bookkeeping and accounting therefore as governed herein.

(10) Hire and supervise adequate safety personal and to assure that the Project is secure and safeguarded at all times to assure the reasonable safety of patrons, personnel, monies and property of the Project, and maintain fire protection services which comply with all applicable safety regulations.

(11) Take all reasonable measures to assure that the Project is managed by Manager's personnel in a professional, orderly, and attractive manner, including the supervision of regular cleaning, painting, decorating, plumbing, and all other ordinary and customary maintenance and repair to the buildings that may be necessary from time to time, and that the Project is operated in good taste and in a professional and businesslike fashion.

(12) Not later than forty-five (45) days prior to the beginning of each fiscal year agreed upon by the parties, an Annual Budget shall be prepared by the Manager and submitted to the Tribe for its approval, which approval shall not be unreasonably withheld. If the Tribe disapproves the Annual Budget or any portion thereof, it shall advise the Manager as soon possible thereafter and the parties shall make every good faith effort to resolve their differences; if they are unable to do so, however, the matter shall be submitted to dispute resolution pursuant to Section 25.10 of this Agreement.

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(13) Enter into all contracts for provision of gaming devices, and secure equipment necessary to the operation of the Project during the Term.

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(15) Keep the Project, its buildings, improvements, and Tribal trust land of which they are a part, free and clear of all mechanics and other liens or encumbrances, of whatever kind or nature (other than Manager's Article 9 security interest to secure the purchase of personal property).

(16) To the extent that the parties agree that it is necessary,

7 to comply with the substance county, state or federal building, electrical, plumbing, solid waste and sewage disposal, fire, health and safety codes and all laws relating to the satisfaction of applicable access requirements for handicapped persons.

. However, nothing in this Agreement

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shall be construed to grant any jurisdiction to any state government, local, city, county or any agency or instrumentality of subdivision of any of the foregoing. Any relevant county or state permits or similar approvals the parties wish to obtain, shall be obtained only after the Tribe's prior written consent and for satisfaction of the Tribe's desire for public safety, and conformity with local building codes and requirements, and shall not be sought or obtained unilaterally by the Manager. The Tribe shall have the right, at all times, to have the Project inspected for such compliance,

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(17) Maintain a current and complete inventory of all Project property, other than real property, including all personal or intangible property. All such inventories shall be available to the Tribe at their request. The Manager and its employees may, from time-to time, have their own personal property on the Project site or in it facilities and shall maintain the right to remove such property.

(18) Perform all other acts necessary to fulfill the goals and comply with the policies and procedures of the Project, and to otherwise satisfy Manager's duties and obligations under this Agreement, including but not limited to those described elsewhere in this Agreement.

(19) Operate the Project

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(20) Advertise the Project in such ways as manager shall deem in the best interest of the Project, and to spend the amount represented in its annual budget on advertising.

(21) Comply with all applicable provisions of the Internal Revenue Code.

(22) Supply the N.I.G.C. with all information necessary for the commission to comply with its regulations issued pursuant to the National Environmental Policy Act.

4.2 Manager's Warranties and Representations. Manager represents and warrants as follows:

(a) Parties-in-Interest; Listing. Exhibit "F" is a list of all Parties in Interest to this Agreement. All parties on this list will be approved, and licensed by the State of South Dakota (if applicable) and the Rosebud Sioux Tribe. Exhibit "F" includes the following:

(1) All of the Manager's management level personnel and corporate officers and directors;

(2) All persons who will be, directly or indirectly, investors in Manager, including all general and limited partners, corporate officers, directors, stockholders, and holders of stock options or warrants;

(4) Those persons who signed this Agreement on behalf of Manager;

(5) The lists in subsections (1) through (5) above, will be updated by Manager on periodic basis, if changes occur, but

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not less than annually, so as to always accurately disclose the required information at all times during the Term of this Agreement and all extensions hereof. The initial list of information required by this Section 4.2 (Exhibit "F") is attached hereto. All future lists of information required by this Section 4.2, IGRA or the Compact shall be deemed to be supplemental to this Agreement and incorporated by reference.

(b) Parties-in-Interest; Moral Character. Manager represents and warrants that it shall use its best efforts to assure that all Parties-in-Interest employees are of good moral character and have never been convicted of any felony, of any other misdemeanor involving moral turpitude or any gaming offense and are and will continue to be eligible to be licensed by the Tribe in accordance with the Compact, the Tribal Ordinance and rules and regulations governing gaming.

(c) Operation of Project in Compliance with Law. Manager shall operate the project in accordance with applicable federal and state laws, including the Internal Revenue Code, the Compact, the Tribal Ordinances, and rules and regulations of the Tribal Gaming Commission authorizing and regulating the conduct of gaming as amended from time-to-time.

4.3 Manager's Warranties.

(a) Inducement and Survival of Representations and Warranties. The representations and warranties of Manager contained in Section 4.2, supra shall be true as of the date of

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this Agreement and throughout the Term of this Agreement, and any extensions thereof, shall be deemed to survive execution of this Agreement and shall further be deemed to be material and to have been relied upon by the Tribe in making the decision whether to enter into this Agreement and the transactions contemplated hereby, notwithstanding any investigation or prior knowledge of the Tribe, and are made as an inducement to the tribe to enter into this Agreement, and the parties further acknowledge that but for the representations and warranties of Manager as contained Section 4.2, supra and this Section 4.3 and the absolute truth thereof, the tribe would not have entered into this Agreement. Accordingly, Manager hereby represent and warrants to the Tribe as follows:

(1) Organization and Good Standing. Manager is a Minnesota Corporation and is duly organized, validly existing and in good standing under the laws of the States of Minnesota and duly qualified to do business in South Dakota with full power and authority to conduct it business as presently conducted and to own and operate the assets and properties now owned and operated by it and to conduct all transactions and activities contemplated hereby. At the date of all required approvals of this Agreement and throughout the Term hereof management will possess all authorizations, charters, licenses, registrations, consents, and franchises necessary or required by law to carry on the activities in which Manager is presently engaged and the activities and transactions contemplated hereby.

(2) Compliance with Laws; Authorization and

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Permits. Manager in the conduct of its business and transactions and activities contemplated hereby, and its use and occupancy of its assets and properties where located will be in all material respects in compliance with all licenses, permits, charters, and franchises and Manager is not aware of any claim or notice that such conduct, use, or occupancy is not or has not been in compliance with any, use, applicable laws, authorizations, codes and ordinances, orders, rules and regulations, insofar as any case of non-compliance, singly or in the aggregate, could result in any material adverse effect upon the operations of Manager and the conduct of the activities and transactions contemplated hereby or cause any of its operations to be suspended or terminated. Without limiting the generality of the foregoing, Manager's conduct of its business, activities and transactions contemplated hereby and occupancy and use of assets and properties is, and will be, in compliance with all applicable laws, authorizations, rules and regulations for the conduct of its business and transactions and activities contemplated hereby, by any governmental authority, agency, commission, subdivision or body having jurisdiction over the transactions and activities contemplating hereby.

(3) Governmental Licenses: Consents, Registrations, franchises, Etc. Manager will have all governmental licenses, charters, consents, registration, franchises, permits, and other authorizations which are material in connection with the conduct of its business and the activities and transactions contemplated hereby and has complied or will comply in

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all material aspects with the terms thereof and such licenses, consents, registrations, franchises, permits, and other authorizations are, and will continue throughout the Term of this Agreement and any extensions hereof, shall be valid and sufficient for such ownership and conduct of its business, and the activities and transactions contemplated hereby and are, and will, during the term hereof be unimpaired, and in full force and effect and Manager has received no written notice that any such license, charter, registration, franchise, permit or other authorization is not valid of sufficient or is impaired in any manner or is not in full force and effect and Manager has received no written notice that any such license, charter, registration, franchise, permit or other authorization is not valid or sufficient or is impaired in any manner or is not in full force and effect. As of the date of execution of this Agreement, Manager has filed and throughout the Term hereof will continue to file all applicable reports, returns and filing information or data with and pay the applicable taxes, fees, or assessments of all state, tribal and federal authorities and regulatory agencies, including the National Indian Gaming Commission and the Tribal Gaming Commission as required by applicable law, rule or regulation.

(4) Authority of Manager. Manager has full power and lawful authority to execute and deliver this Agreement and to

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consummate and perform the transactions and activities contemplated hereby in the manner herein provided. The execution and delivery of this Agreement by Manager and the consummation and performance of the transactions and activities contemplated hereby in the manner herein provided have been duly and validly authorized by all necessary action of Manager, (including approval of its Board of Directors), and this Agreement, assuming due execution by the Tribe and subsequent approval of the Governmental Agency constitutes and, when executed delivered, and approved by the Governmental Agency, will constitute legal, valid, and binding obligations of Manager enforceable against it and in accordance with the term hereof.

(5) Effect of Agreement on Manager. Neither the execution, nor the delivery of this Agreement by Manager nor the consummation or performance of the transactions contemplated hereby in the manner herein provided conflicts, or will conflict, with or result, or will result, in the breach of or violation of any term or provisions of, constitutes, or will constitute, a default under, causes, or will cause, or otherwise impairs, or will impair, the good standing, validity or effectiveness of, the Corporate Charter of Manager in effect on the date hereof, (ii) any agreement or instrument to which Manager on the date hereof, is a party to or by which it or its assets or properties is bound, or (iii) any law, judgment, referendum or understanding, order, writ, injunction, rule, regulation, decree or award in effect on the date hereof of any court, arbitrator, governmental agency, commission or body.

(6) Manager's Abilities. Manager has the

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experience and present ability to obtain such financing as may be necessary or desirable for the operation of the Project and the full, faithful and complete performance of all of Manager's obligations hereunder and all activities contemplated hereby and that it will fulfill its obligations under this Agreement and that

and carry on operations of the Project in the manner and on the scale contemplated hereby, and

(7) Property Free of Liens. Throughout the Term of this Agreement, Manager will keep the Project, its buildings, assets, personal property, fixtures, and the Tribal trust land of which they are a part, free and clear of all mechanic's liens and other liens and encumbrances or whatever kind or nature, whether imposed voluntarily, involuntarily, or by operation of law provided, however, that the parties agree

Nothing in this section authorizes any encumbrance or lien whatsoever on any real property owned by the Tribe.

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ARTICLE 5.

TRIBE TO HAVE SOLE PROPRIETARY INTEREST, LIENS

The parties acknowledge and agree that the Tribe has and will continue to have the sole proprietary interest in the Project (including but not limited to all construction accomplished thereon by the Manager) and all other real and personal property of the Project.

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ARTICLE 6.

OPERATIONS

6.1 Employees.

(a) All management and other employees of the Manager will be supervised, disciplined, promoted and discharged on a day-to-day basis by the Manager. Any general manager hired by the Manager shall be approved in advance by the Tribe. Manager recognizes that an important purpose of the Project is to provide training and employment opportunities and in accordance herewith shall give preference in employment and training first to available, qualified or trainable members, of the tribe, then to other available, qualified or trainable members of other Tribes, then to other available, qualified or trainable Native Americans, and then other available qualified or trainable persons who reside in the area, including opportunities to participate in the Project at the management level and to advance such persons whenever possible and practicable to do so in accordance with these preferences. Manager shall place special emphasis on the recruiting, training and employment of Tribal members. Manager shall take all steps reasonably necessary to implement the foregoing, consistent with the terms of this Agreement and the requirements of law. One of the primary inducements for the Tribe to enter into this Agreement is the employment of its members and training them in management skills for all management positions '

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(b) All employees hired by the Manager shall be of good moral character and shall, as a condition of their employment, be eligible for and receive and maintain in good standing an appropriate license from the Tribal Gaming Commission and shall be required to submit to any lawful means of testing, background examination and licensing as required by Ordinance or other law, including but not limited to testing in connection with the handling, collection or dispersal or money, property supplies or the like. Refusal to submit to such testing may, to the extent permitted by law, be grounds for termination. Employees shall also agree to follow all ordinances, laws and rules of the Tribe and the conditions of any licenses issued by Tribe, its agencies or instrumentalities, or any of its citizens, or upon Manager or its shareholders, officers, directors, agents or employees.

(c) To the extent not otherwise specified in this Agreement, all personnel who handle or have any contact with Project monies or proceeds shall, as a condition of employment be eligible for and be bonded in amounts to be mutually approved by the Tribe and Manager, which approvals shall not be unreasonably withheld, unless such bonding is impossible or economically prohibitive to obtain.

(d) Manager shall employ and engage such security personnel as may reasonably necessary to insure the reasonable safety and security of the Project and its guests and employees and of the monies incident to managing and operating the same at all times.

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(e) All employees performing services in connection with the Project shall be employees of Manager and not the Tribe, and hired "at-will" unless otherwise specifically set forth to the contrary in writing.

(f) The parties agree that the manager shall have one hundred eighty (180) days from the execution of this Agreement within which to create written personnel policies covering employee fringe benefits, vacations and grounds for termination of employment. Such policies shall be subject to approval by the Tribe.

(g) Employee Grievance Procedure. Employees will be encouraged to first discuss all disputes with their supervisor. If that fails the employee can take the matter to the department head and then to the Human Resource Manager. If none of these steps resolve the matter the employee can request a hearing with the General Manager. Any employee who has completed 90 calendar days of employment and feels that they have been unfairly or unjustly terminated or suspended can appeal to a five member grievance committee made up of an employee from the same department, an employee from another department, a management representative from a department other than that of the aggrieved employee, the employee relations manager and the human resources manager. Decisions of the grievance committee are final and cannot be appealed or reviewed.

6.2 Implementation of Annual Budget. Manager shall implement the most recent Annual Budget approved by the Tribe in accordance

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with this Agreement and Manager shall be authorized, without the need for further approval by the Tribe, to supervise Project personnel in making the specified expenditures and incurring the specified obligations provided for in the Annual Budget. Manager

the total amount thereof in any Annual Budget approved by the Tribe without first providing a suitable written explanation therefore. Manager shall notify the Tribe of gaming program changes at the monthly meetings.

6.3 Approval and Implementation of Project Policies. Tribe and Manager agree that the Project shall be operated in accordance with the Tribe's Ordinances, rules and regulations of the Tribal Gaming Commissions and account procedures.

6.4 Collection, Monitoring, Handling and Payment of Proceeds.

(a) Collection and Banking. Manager shall collect and receipt for all "Gross Receipts" (defined hereinbelow), and the payment therefrom of the amounts hereinafter provided.

(b) Monitoring of Gross Receipts, Game Materials and Bank Deposits. The Manager shall submit to the Tribe for approval all procedures to be used for monitoring "Gross Receipts", game

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materials and bank deposits. After such approval if the Manager wishes any changes in such procedures in the future, it agrees to submit the changes to the Tribe for approval and not to implement any such changes until the Tribe has approved them. The Tribe shall have access to all procedures at any reasonable time.

(c) Expenses and profits.

(1) As used in this Agreement, the term "profits"

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(2) "Gross Receipts" means

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(3) "Net Profits" means

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(4) "Operating Expenses" shall mean

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(6) Capital improvements to the Project building, including but not limited to major repairs or replacement of the heating, air conditioning, plumbing, roof, exterior walls or structural building components, drainage or the like shall be made

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(a) Exclusive Rights Fee to Tribe. In consideration of the Tribe's Agreement, NIGC Approval of said Agreement, and an approved compact, and all other approvals that might be necessary under the IGRA and regulations adopted pursuant thereto

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1. The manager has received formal approval from all authorities of the State of South Dakota and the Tribe which are reasonably required to approve the Manager to conduct the management of the Project.

2. This contract is formally approved by all United States government agencies whose approval is reasonably necessary to permit the conduct of gaming pursuant to this contract, including but not limited to the Bureau of Indian Affairs, the National Indian Gaming Commission under IGRA and any other United States governmental agencies whose approval is reasonably required.

3. The Manager shall have consented in writing to be bound by all rules and regulations adopted by the Tribe's Tribal Gaming Commission, together with all gaming laws adopted by the Tribe as required by the Compact, attached as Exhibit "B".

4. The Tribal Gaming Commission appointed pursuant to the terms of the Compact and the State of South Dakota shall have issued all, licenses, certificates and approvals to the Manager to permit it to perform the terms of this Agreement, as required by the Compact.

5. Issuance of Licenses by the State of South Dakota and the

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Tribe sufficient to permit the sale and dispensing of beer, wine and all other alcoholic beverages on the Project. Said licenses shall either be issued in the name of the Tribe or the Manager as appropriate under applicable law.

(b) Managers Fee/Tribe's Share and Guarantee.

(c) Computation and Payment of Project Proceeds to Manager and Tribe; Priorities. Monthly pro forma reports shall be made available to the Tribe. All Net Profits shall be calculated on a monthly basis (within 45 days after the 1st month of operation) based upon the accrual method of accounting. The Tribe's Share and Manager's Fee

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The parties agree that, pursuant to any of the audits, adjustments may be required to payments made on the above-described basis. If so, such adjustments shall be made within sixty (60) days after completion of such audit for the period covered by said audit.

6.6 Compliance With Laws. Manager and Tribe mutually covenant and agree that they shall use their best efforts to comply with, and assure that the project is in compliance with the Compact and requirements imposed thereby, all laws of the United States, and any Tribal Ordinances, rules, or regulations and rules and regulations of the Tribal Gaming Commission applicable to the Operation of the Project as amended from time-to-time, all of which are incorporated herein by reference. The Tribal Gaming Ordinances, rules and regulations of the Tribal Gaming Commissions are attached hereto as Exhibit "B".

6.7 Books and Records. The Manager shall maintain full and accurate original Project books and records, files, receipts, contracts, correspondence, memoranda, inventory records, supporting documentation for all expenses and disbursements, and all other business books, books of account of records normally maintained by a prudent businessman.

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inspect, photocopy and examine such records.

6.8 Accounting and Audits. Monthly statements of all Gross Receipts, Operating Expenses, Net Profits, Manager's Fees, Tribe's Share, and other amounts collected and received and all deductions and disbursements made therefrom, and all assets and liabilities of the Project (the "Monthly Statements"), shall be accurately issued in reasonable detail by manager.

The Manager shall establish an accounting system and procedures which shall at all times be in place which shall, at a minimum: (1) Include an adequate system of internal accounting controls (2) Permit the preparation of financial statements in accordance with generally accepted accounting principles (3) Be susceptible to audit, and (4) Allow a Class II operation, the Tribe, and the National Indian Gaming Commission to calculate the annual fee under 25 CFR 514.1 (5) Permit the calculation and payment of the manager's fee, and (6) Provide for the allocation of operating expenses or overhead expenses among the Tribe, the Tribal gaming operation, the contractor, and any other user of shared facilities and services.

The manager shall provide the Tribe with immediate access to the gaming operation, including its books and records, by those who the Tribe designates in writing, which persons shall have the right to verify the daily gross revenues and income from the gaming operation and access to any other gaming-related information the Tribe deems appropriate.

The Monthly Statements shall be issued to Manager and Tribe on

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or before forty-five (45) days following the month of reporting. The Tribe shall select a certified public accounting firm to perform an audit of books, records, and internal controls of the Project, at least once each fiscal year, and to certify the accuracy of the monthly statement issued hereunder and render its opinion thereon to Manager and Tribe. All such audits shall be conducted pursuant to the AICPA standards for audits of casinos when applicable.

The Tribe may also conduct its own independent audit of the Project's books and records at any reasonable time, at the provided such audit is conducted in accordance with reasonable accounting practices and by persons qualified to perform such audits.

6.9 Insurance. The parties agree that the Manager shall secure and maintain;

(a) Public liability and property damage insurance in the amount of

protecting against any claim arising out of an occurrence taking place or act or omission during the Term of the policy,

(b) Sufficient insurance to keep the buildings, improvements and contents thereof insured for their full replacement value against loss or damage by fire, with such extended coverage endorsements as determined by Tribe and Manager and

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(c) Business interruption insurance in an amount to be agreed upon by Tribe and Manager,

(d) Any bonding that shall otherwise be required under this agreement.

Manager and Tribe shall each be named as insured in all policies and Manager shall supply to the Tribe written evidence satisfactory to the Tribe of such insurance coverage. All insurance policies shall provide that the Tribe reserves unto itself the sole and absolute right to waive its sovereign immunity from suit (with the consent of the United States, if necessary) in any amount should it wish to do so for any reason whatsoever or for no reason. The Tribe must receive notices of alteration, termination or cancellation of any policy or coverage by certified mail not less than thirty (30) days prior to such alteration, termination or cancellation. Manager will promptly notify Tribe in connection with any matter related to the Project, and Tribe shall do likewise as to Manager.

6.10 **Destruction, Replacement of Premises; Use of Insurance Proceeds**. In the event of any destruction of a Project building or other catastrophic event causing interruption of the Project, any

se. The term of this Agreement shall be suspended upon such destruction or interruption for each day until the Project recommences operation. Reconstruction shall begin or

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recommencement shall occur within ninety (90) days after destruction or interruption. In the case of reconstruction, it shall proceed promptly and the Project shall commence operations as soon as reasonably possible after completion. In the event that the Project is not rebuilt in accordance herewith, this Agreement shall be terminated and the Term shall come to an end, notwithstanding anything herein to the contrary.

6.11 Disputes with Patrons. Patrons must be advised when they have a dispute that they have the right to the presence of a member or agent of the Tribal Gaming Commission. If the dispute involves more than $250.00 manager shall notify the Gaming Commission Director. The dispute will be resolved by the Gaming Commission within 30 days after it receives notice of the dispute.

ARTICLE 7.

COVENANTS OF THE TRIBE

7.1 Additional Covenants. In addition to any other obligations which may be contained in this agreement, Tribe hereby covenants and agrees as follows:

(a) The Tribe shall act in good faith and take all necessary steps and execute, ratify and endorse all documents, contracts and agreements required of it pursuant to the provisions of this agreement, and shall not unreasonably withhold its approval of any act or thing for which such approval may be required hereby.

(b) the Tribe shall indemnify, and hold manager harmless from and against any cost, expense or damage incurred by or claimed against Manager as a result of the willful, or intentional tortious

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act by the Tribe.

(c) Tribe agrees to perform necessary acts and duties in order to expedite Governmental Agency approval of this Agreement and compliance with the National Environmental Policy Act to the extent applicable.

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(d) Tribe shall maintain Tribal government operations and be solely responsible for disseminating information concerning the project to its members. This does not prohibit advertising by the manager.

(e) For all purposes under this Agreement, the Tribe shall be represented by the Tribal Council. The Manager shall be entitled to rely upon any decision or representation made by the council. Any action or inaction required or permitted of the Tribe hereunder shall be taken only by counsel meeting in official session. All actions of the council shall be reviewed at monthly meetings.

(f) The Tribe will cooperate with Manager in all efforts necessary to fulfill its duties herein and to ensure that the project is operated, and Manager's duties are performed, in compliance with the Compact, applicable laws, ordinances, rules and regulations. Manager shall comply at all times with all Tribal Ordinances, law rules and regulations, and rules, regulations and procedures of the Tribal Gaming Commission including those governing gaming and in effect from time to time. Tribe shall not be required to take any action which will violate its sovereignty

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or right to self government unless expressly provided herein. The Tribe warrants that it will not change its laws, rules and regulations regarding Class III Gaming authorized under this Agreement to be managed by Manager in any way that would cause unnecessary material injury to the Project or change the terms of this Agreement, unless such changes are required to be made by the Compact or applicable Federal Laws, rules or regulations, in which event Manager may terminate this Agreement within Thirty (30) days of the change in such law, rule or regulation by giving notice to the Tribe of its intent to terminate the Agreement, pursuant to this subsection, but no such notice of termination shall be effective until thirty (30) days following receipt by the Tribe. Any such termination shall be governed by Articles 10 and 11. Within ten (10) days of any changes in Tribal Laws, rules and regulations regarding any aspect of gaming of this Project, the Tribe shall cause copies to be served upon Manager in accordance with Article 22 herein.

(g) the Tribe agrees to deliver to the Manager a copy of any written notice received by the Tribe from the State of South Dakota, given under the Compact, within five (5) days after receipt of such notice by the Tribe.

(h) The Tribe warrants and represents that it will not levy any fee, charge or assessment, of any kind or nature, for which the economic incidence falls upon the Manager or the Project which is not explicitly authorized by this Agreement, and in the event that the Tribe breaches this warranty,

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7.2 Changes in Applicable Law. It is the present understanding and intention of the parties hereto that the Project contemplated hereby does conform, and will conform in all respects with the Compact and all applicable Tribal and Federal laws. In the event this Agreement or the Project is determined to be unlawful by Congress, the Department of the Interior, the Bureau of Indian Affairs, or the National Indian Gaming Commission, the Chairman thereof, or a court of competent jurisdiction; the parties shall employ their best efforts to modify this Agreement to bring it into compliance with applicable law, including the consideration of different types of businesses which can be conducted at the Project, both gaming and non-gaming. The parties acknowledge that changes in applicable law may necessitate changes to this Agreement to reflect economic reality and the parties agree to negotiate in good faith to reach agreement.

ARTICLE 8.

COMPLAINTS AND REPORTS

Manager shall carefully review any written complaint received

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from Tribe relating to any aspect of the Project or its operations and promptly take such action as may be reasonably appropriate to resolve Tribal concerns regarding such complaint, so long as Manager shall not be required to take any action which would be commercially unreasonable or materially injurious to the Project or its business. This section does not restrict the power of the Tribal Gaming Commission Acting pursuant to its ordinance.

ARTICLE 9

DEFAULT AND TERMINATION

9.1 Termination for Breach by Manager. All duties, covenants, representations, warranties and agreements contained in this Agreement are declared to be material conditions to this Agreement. Should Manager default in the performance of any duty, covenant, representation, warranty, condition or agreement contained in this Agreement and the default is not cured after notice as provided in Section 9.7 tribe may proceed as provided in Section 9.7 and Article 10. This section does not restrict the power of the Tribal Gaming Commission Acting pursuant to its ordinance.

9.2 Insolvency of Manager. Manager shall notify the Tribe within fifteen (15) days following the time Manager becomes insolvent with the meaning of 11 U.S.C. "101(31). Should Manager become insolvent, Tribe may, by giving fifteen (15) days written notice to Manager or to the person Appointed to manage Manager's affairs at the address for such appearing in the official records of the court that appointed him, terminate this Agreement. For purposes of this section 9.2, Manager shall be conclusively

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presumed to have become insolvent if Manager can no longer perform its financial obligations hereunder, or;

(a) Has filed for relief under title 11 of the United States Code or has suffered the filling of an involuntary petition under Title 11

(b) Has a receiver appointed to take possession of all or substantially all of Manager's property; or

(c) Has suffered an assignment for the benefit of creditors.

9.3 Termination for Crime. Should Manager or any of its officers, or general manager, by trial court judgement in a State or Federal or Tribal court of competent jurisdiction be found guilty of theft or embezzlement of Project funds or property, then Tribe may terminate this Agreement and forfeit Manager's interest herein. It is expressly agreed that in the event an employee of Manager (other than Manager's general manager or partners) is found by such final judgement guilty of theft, embezzlement, or any crime involving gaming, it shall not be grounds for termination of this Agreement, provided,

9.4 Termination for Interference with Tribal Governmental Affairs. The Tribe may terminate this Agreement in accordance with this Section 9.4 if Manager has interfered with, attempts or has attempted to influence in any manner, the internal and governing

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affairs of the Tribe, its government, officers, members or the decisions of its government or any agency or instrumentality thereof. The Tribe will keep detailed records of all such matters so that it may determine if repeated instances of such conduct have occurred, which records will delineate each instance as to persons involved, time and place of the instance, and the exact nature of the conduct regarded by the Tribe as willful interference or attempted interference and shall notify Manager of such instance, in writing, within fifteen (15) days of discovery thereof by Tribal Council. Such notice shall contain the complete detailed records of the instance. If so notified, Manager will take such steps as are necessary to inform, instruct, and prohibit its employees from further such actions, and shall notify the Tribe, in writing, of all actions taken. If, in the judgement of the Tribe, Manager has taken the necessary steps to mitigate the impact of the instance, the instance will be removed from the record by a notation on the Tribal records signed by Manager's and Tribe's designated representatives. No attempt to comply with this Agreement or reasonable attempt to obtain the Tribe's consent hereunder or participation by Tribal members who are Project employees or Managers in the governmental processes of the Tribe shall be deemed to be in violation of this section.

9.5 Mutual Agreement. This Agreement may be terminated by mutual agreement of Tribe and Manager.

9.6 Waiver of Breach. Any waiver by the Tribe of any breach of any provision of this Agreement by Manager must be in writing

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and shall be executed by the Tribe or it's duly authorized representative to be in effect. Any such written waiver shall be effective only for the particular breach and for the specific period provided in the terms of the written waiver. Such written waiver shall not waive any additional breach of a different provision of this Agreement.

9.7 Notice of Default. In the event that either party believes that there has been a default or other breach of the provisions of this Agreement, it shall give the other party written notice stating with particularity, the specific nature of the default and the provisions of this Agreement alleged to have been breached. The party claimed to be in default shall have thirty (30) days thereafter to cure the default, provided that if it is not possible to cure the default within (30) days, the party claimed to be in default shall give notice to the other party of the period that it will take to cure the default with assurances to the non-defaulting party that the alleged defaulting party has the ability to cure the default within such period. If the default is not cured or if reasonable action is not taken within thirty (30) days thereafter by the defaulting party, the other party may elect to exercise its right to either terminate this Agreement and, in addition to termination or in lieu thereof, to proceed to arbitration as specified herein.

ARTICLE 10

EFFECT OF TERMINATION

10.1 Termination and Reservation of Certain Rights and

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Obligations. Termination of this Agreement for any reason shall terminate all rights and obligations of the parties hereunder except as specifically provided otherwise in this Agreement, provided however, that unless specifically provided herein to the contrary, termination shall not affect any warranties or indemnities of the parties to each other, nor shall termination discharge, release or prejudice the rights, remedies, or liabilities of either party from, to or against the other with respect to any default under this Agreement or as to any rights, duties or obligations with respect to termination. Notwithstanding anything herein to the contrary, except as provided in Articles 11, 22 and 27, upon termination,

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10.2 Duty to Render Final Accounting. Upon termination, the Project Accountant shall render and deliver to the parties a final and accurate accounting of Project operations.

ARTICLE 11

PAYMENTS DUE UPON TERMINATION; PRIORITIES

11.1 Payments from Project Funds.

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ARTICLE 12.

MANAGER'S ACCESS TO BOOKS AND RECORDS AFTER TERMINATION

ARTICLE 13.

CONDITION PRECEDENT TO VALIDITY AND ENFORCE OF AGREEMENT

This Agreement, and except as otherwise specifically provided to the contrary, the obligations of Manager and the Tribe described herein, are expressly conditioned upon execution of this Agreement, and all related agreements and documents, by Tribe and Manager, and delivery of executed copies to the parties and any Governmental Agency required by law to review and approve same.

This agreement shall not be effective until approved by the Chairman of the National Indian Gaming Commission the dates of the signatures of the parties notwithstanding.

ARTICLE 14.

APPROVAL OF TRIBE

14.1 Written Request. Whenever a written request is made to the Tribe by the Manager, unless the tribe has expressly disapproved the thing or act for which approval is sought within thirty (30) days after receipt of the request for approval, the Tribe shall be deemed to have granted its approval.

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ARTICLE 15

NON-INTERFERENCE WITH TRIBAL AFFAIRS

Manager agrees that it shall not interfere with or attempt to influence the internal affairs or governmental decisions of the Tribe, but no attempt to comply with this Agreement or reasonable attempt to obtain Tribe's consent hereunder or participation by Tribal members who are project employees or Managers in the governmental processes or of the Tribe shall be deemed to be in violation of this Article.

ARTICLE 16

FORCE MAJEURE

In the event of any party being rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that upon such parties giving notice and reasonably full particulars of such force majeure in writing within a reasonable time after the occurrence of the cause relied upon, the obligations of the party giving notice shall be suspended during the continuance of any disability so caused, and the period of such suspension shall extend the time period of any agreed upon and appropriate deadlines for a like period of time. The cause of the force majeure shall, so far as possible, be remedied with all reasonable dispatch by the claiming party. The term "force majeure" as employed herein shall include, without limitations, acts of God,strikes, lockouts, wars, governmental or judicial actions and other events not within the control of the parties.

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ARTICLE 17

INVALID OR UNENFORCEABLE PROVISIONS

If any part or parts of this Agreement shall be deemed to be invalid or unenforceable for any reason by final judgement of a court of competent jurisdiction, this Agreement shall not be affected in its entirety, but shall be deemed amended or modified to accommodate said final judgement.

ARTICLE 18

CONFLICT OF INTEREST

18.1 No Payments to Tribal Council or a Member Thereof or a Relative of a Member Thereof. All parties hereto declare that no payments relative to obtaining this agreement have been made nor shall any payments be made to any elected member of the Tribal Council or any relative of such member for the purpose of obtaining or maintaining this Agreement or any other privilege for Manager or other Parties-In-Interest.

18.2 Parties-In-Interest. (Conflict of Interest). No elected member of the Tribal Government or member of the Tribal Gaming Commission or relative thereof who permanently resides in the same household with such individual may be an investor, including general and limited partners, corporate officer, director, or stockholder of Manager. Any person holding such an interest must divest himself or herself of any and all such interests in the event that such person becomes an elected member of the Tribal Government or a member of the Tribal Gaming Commission or a relative of such person who resides in such person's immediate

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household. For the purpose of this Agreement, the term "relative" means an individual who permanently resides in the same household and is related to an elected member of the Tribal Government or a member of the Gaming Commission as a father, mother, son, or daughter. In the event that any party holding such an interest or the relative of any such party residing in his or her immediate household, becomes an elected member of the Tribal Government or a member of the Tribal Gaming Commission or is a relative residing in the immediate household of a person who is elected to Tribal Government or becomes a member of the Tribal Gaming Commission, Tribe and Manager agree to immediate terminate the employ of such person by the Project upon his election to Tribal Government or becoming a member of the Tribal Gaming Commission or the election of any of their relatives who resides in his immediate household to Tribal Government, or selection as member of the Tribal Gaming Commission.

ARTICLE 19.

INSPECTION

The Tribe, shall have the right, at any time during the Term of this Agreement, to enter the Project to inspect any aspect of the same and to make photocopies of any of its records or books, wherever the same may be located. Appropriate tribal officials

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shall have the right to verify the daily gross revenues and income from the gaming operation and access to any other gaming related information the Tribe deems appropriate.

ARTICLE 20

MANAGER'S SALARY

ARTICLE 21.

ACCESS TO THE COURTS

Should litigation be necessary to enforce the obligations of this agreement, the parties agree that such litigation shall not be brought in the courts of any state. Instead, access to the courts, shall be as follows:

(a) Any litigation relating to a dispute over the terms, rights or obligations set forth in this agreement shall first be initiated in Rosebud Sioux Tribal Court.

(b) The parties agree that in the event of a dispute requiring court intervention, either party may apply to the Tribal Court for appointment of a special judge to preside over any such disputes. The Tribal Court shall immediately appoint such special judge to preside over disputes involving this contract or the management of the project. The special judge must be approved by both parties to this agreement prior to presiding over the case or controversy. The special judge must be law trained, and the

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parties hereto will share equally in any compensation to be paid to the special judge incurred in the course of his duties on the case.

(c) Should either party request the appointment of a special judge to hear a dispute or settle a controversy, said judge must be agreed upon by both parties and selected and appointed within seven days of the application by either party. The parties may waive or extend the time limit included herein by mutual agreement.

(d) With the use of the special judge as provided herein, the Rosebud Sioux Tribal Court shall have initial jurisdiction over all disputes arising with respect to this contract, subject only to those exceptions as set forth in subparts (f) and (g) hereto.

(e) Regular appeals from the decisions of the special judge for the Rosebud Sioux Tribal Court shall be taken as provided in the Rosebud Sioux Tribal Rules of Appellate Procedure.

(f) The jurisdiction of the Rosebud Sioux Tribal Court system with respect to disputes related to this contract, shall extend through the Tribal Trial Court and Appellate Court level. Tribal Court remedies must be exhausted before any party may initiate suit in Federal Court (except as set forth herein and in Section (g) below). Once Tribal Court remedies have been exhausted, the jurisdiction of the Tribal Court shall cease, permitting any party to bring suit before the United States Federal District Court, and Tribal Court jurisdiction will terminate for purposes of allowing the Federal Court to entertain a de novo review of the case on its merits. The parties hereto expressly intend that the Federal Court shall not be limited to a review of Tribal Court jurisdiction, but

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shall hear the case on its underlying merits on a de novo basis. The Federal Court may enter such relief on the merits of the controversy as it deems just and equitable, or as properly requested by either party. Upon adoption and execution of this contract, the provisions of this section shall be considered as an amendment to the tribal judicial code, applying solely to disputes arising under this contract and establishing the jurisdiction of the Rosebud Sioux Tribal Court as set forth herein with respect to disputes under this contract.

(g) The parties recognize that time is of the essence in resolving any disputes which might arise related to this contract. Therefore, the parties hereby establish the following exceptions to the requirement of exhaustion of tribal remedies:

(1) if no special Tribal Court Judge is appointed as provided by subparagraph (b) and (c) above, then the jurisdiction of the Tribal Court shall divest, and the parties may proceed to Federal Court for de novo review.

(2) After appointment of a special judge, in the event that the Tribal Court or Tribal Appellate Court fails to respond to any request for a restraining order or other injunctive relief within ten days, or to render a decision on any other matter which is submitted to it within 30 days, then jurisdiction of the Tribal Court shall divest and the parties may proceed to Federal Court for de novo review.

(3) If either party applies for a restraining order, and the Tribal Court either grants or denies such an order,

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and either party can demonstrate to the Federal Court that irreparable harm will result if such restraining order or injunctive relief is not immediately reviewed and acted upon, then the parties agree that the matter may proceed to Federal Court and the Federal Court shall be afforded the consent of both parties hereto to hear the merits of the issues surrounding the request for a restraining order on a de novo basis, and enter such relief as is just and equitable.

(h) The Tribe warrants that it will include a provision in its gaming ordinance which outlines and adopts the terms of Section 22.1 (a) through (h) in its entirety.

ARTICLE 22.

NOTICES

22.1 Notices; Manner of Service. Any notices permitted or required to be given under this Agreement shall be sufficient if in writing and mailed (or sent by telecopier or telegram) to the person set forth below:

If to Tribe:

President

William Kindle, President
Rosebud Sioux Tribe
P.O. Box 430
Rosebud, SD 57570

Phone: (605) 747-2381

Fax: (605) 747-2243

If to Manager:

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Charles Colombe, President
BBC Entertainment, Inc.
P.O. Box 21
Mission, SD 57555-0021

Phone: (605) 856-2143

Fax: (605) 856-4585

22.2 Notices; Change of Address. Upon any change of address, or person to whom notices should be directed, such party will notify all other parties hereto by mail. Thereafter, such new address or person will be deemed substituted for the above address or person.

22.3 Notices; Deemed Receipt. Notices under this Agreement shall be deemed served upon actual receipt by the party.

ARTICLE 24.

MISCELLANEOUS

24.1 Fire Protection. Fire protection for the project is supplied by the local department. The parties agree that existing fire protection and law enforcement are adequate to protect the Project and the parties' interests therein. If existing public services of any type or character are not adequate,

24.2 Recitals Deemed Material. The recitals to this Agreement shall be deemed to be representations and agreements of the parties and are in themselves a material part hereof. All recital, representations and warranties shall be deemed to be continuing and shall survive the execution hereof.

24.3 Not a Partnership of Joint Venture. Nothing herein shall

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written instrument executed by the party against whom such amendment, modification, supersedure, cancellation or waiver is be deemed or is intended to render the relationship between the Tribe and Manager as partners or joint venturers, nor is Manager authorized to act on the Tribe's behalf except where specifically authorized to do so.

24.4 Entire Agreement; Incorporation of Exhibits. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement is sought. Any such amendment as well as any assignment by Manager of this Agreement, or transfers of ownership in manager resulting in change in control, or subcontracts of manager's duties hereunder, whether voluntary, involuntary or by operation of law, in whole or in part whether absolute or for purposes of security, or otherwise, must be approved in advance and agreed upon and approved in writing by the Tribe and submitted by the Tribe to the same Governmental Agency required for the initial approval of this Agreement or such other person or entity as may then exercise its powers, for its written approval. The Tribe retains the absolute right to deny consent for any proposed transfer, assignment, subcontract, pledge, or encumbrance by Manager for any reason whatsoever or for no reason, notwithstanding anything herein to the contrary. All exhibits appended hereto shall be deemed incorporated herein by reference.

24.5 Waiver. This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, FR

written instrument executed by the party against whom such amendment, modification, supersedure, cancellation or waiver is charged. The failure of any party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any conditions, or warranty contained herein, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such condition or breach of waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

24.6 Construction. The captions and heading contained herein are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement. Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty in this Agreement shall not be construed against either party based upon authorship of any of the provision hereof. When this Agreement calls for the approval of any party hereto, such approval may not be unreasonably withheld. When appropriate, the use of the singular shall include the plural and the masculine shall include the feminine and vice versa.

24.7 Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

24.8 Further Documents. The parties each hereby consent and agree that, from time to time, after the date hereof, at the reasonable request of any party, and without further consideration,

they will execute and deliver such other documents and take such other action as may be reasonably required to carry out in all respects the transactions contemplated and intended by this Agreement.

24.9 Arbitration of Minor Disputes. Minor disputes (i.e., disputes not amounting to a material breach of this Agreement but creating and impasse) or if the Federal Court which is the exclusive forum for litigation of issues before the courts determines that it does not have subject matter jurisdiction under applicable law in accordance with Article 21 hereof, or if the parties agree, any dispute shall be arbitrated with dispatch if no agreement can be reached after good faith efforts to resolve the issues have failed, by a person or person the parties agree upon, but if they cannot agree within fifteen (15) days after the need for arbitration has been identified, then each party's nominee shall serve on a panel of three (3) arbitrators and the nominees shall name the third to serve with them. If they cannot agree, then the third shall be selected by the American Arbitration Association and the Arbitration Association for commercial arbitrations, to be held in Pierre, South Dakota, each party to bear its own attorney's fees, but other such costs to be an Operating Expense as defined in Article 6.4(c)(4). In the event that one of the parties refuses to participate in arbitration as provided for herein, attorneys fees and costs incurred by reason of such refusal may be awarded as additional damages. To the extent a limited waiver of Tribal immunity from suit is necessary to

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enforce compliance with this paragraph and give meaning to the decision of the arbitrator, it is hereby granted for such purposes only, but only to the extent provided in Article 21 of this Agreement.

24.10 Parties-In-Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

24.11 Applicable Law. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and the Compact or any relevant statute, law, ordinance or regulation, then the latter shall prevail; provided, however that in any such event the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring them within applicable legal requirements.

24.12 Indemnification Procedure. In any action commenced against or any claim filed or made against the Tribe whether or not subject to the Tribe's jurisdictional or liability immunity which , in respect to which defense or indemnity may be sought against Manager

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pursuant to Manager's obligation under this Agreement, the Tribe shall promptly notify Manager in writing, and Manager shall assume defense thereof, including the appointment of counsel selected by

In any action commenced against Manager in respect to which defense or indemnity is sought against the Tribe pursuant to the Tribe's obligations under this Agreement, Manager shall promptly notify the Tribe in writing:

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Tribe agrees to indemnify and save harmless Manager from and against a loss or liability by reason of such settlement or judgment to the extent provided in this Agreement.

The provision of this Agreement relating to indemnity between the parties shall survive termination hereof, but only as to matter, acts, or omission, arising prior to the termination hereof and brought, instituted, demand made or if a claim of any kind or nature whatsoever is otherwise asserted in accordance with applicable law within the applicable statute of limitations for such claims, causes of action, demand, et. al.

24.13 No Alteration Except by Mutual Consent. The Manager and Tribe hereby specifically warrant and respect to each other that neither of them shall act in any manner which would cause this Agreement to be altered, amended, modified, canceled, terminated (except for cause), revoked or otherwise frustrated, without the prior written consent of the other party. The Tribe and Manager further covenant and agree to act in good faith in all aspects of the transaction contemplated hereby and will deal fairly with the other in all matters relating hereto.

24.14 Time of Essence. Time is of the essence in the performance of this Agreement and all activities contemplated hereby.

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24.15 Tribal Resolution. The Resolution attached hereto as Exhibit "H" sets forth the scope of authority of the Tribal officials who have signed this Agreement on behalf of the Tribe and identifies the provision of the Tribal organic document which authorizes this Agreement and its execution.

24.16 No Present Lien or Lease. The parties agree and expressly warrant to each other that this Agreement is not a lease, and that it does not convey to the Manager any interest whatsoever in the real property on which the Project is located or any personal property of fixtures located therein.

24.17 NIGC Fees for Class II Gaming. Manager shall comply with 25 CFR 514.1 and issue appropriate quarterly reports to the Commission for purposes of determining assessable revenues upon which Class II fees shall be calculated, which fees shall be paid as a project expense at the effective rate.

ARTICLE 25.

INTERFERENCE BY THIRD PARTIES

The parties agree that if at any time during the Term of this contract individual Tribal members or any person, firm or corporation whatever should, by any court order, process issued by or on behalf of any court or otherwise attempt to interfere with the operation of this Agreement in accordance with its terms, that the Manager thereupon, and shall be entitled to operate the Project according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written at Rosebud, South

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Dakota, this 14 th day of June, 1994, respectively.

Tribe: Rosebud Sioux Tribe,
a federally recognized Indian Tribe

By: _____
William Kindle, President
Tribal Council

Attest:

By: _____
Secretary of the Tribal Council

Manager: BBC Entertainment, Inc.

By: _____
Charles Colombe, Its President

Attest:

By: _____
L. Wayne Boyd, Its Secretary

Approved: National Indian Gaming Commission

By: _____
Anthony Hope, Chairman

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