



**RESOLUTION OF THE GOVERNING BODY OF THE
THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD INDIAN RESERVATION**

A Resolution entitled, "Conduct a Veterans Needs Assessment on the Fort Berthold Reservation."

WHEREAS, this Nation having accepted the Indian Reorganization Act of June 18, 1934 and the authority under said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, The Tribal Business Council is concerned with assessing the health needs of tribal members who have served in the United States Armed Forces; and

WHEREAS, American Indians make up only 1% of the U.S. population (2000 Census), they lead with the highest record of military service per capita in the United States, when compared with other ethnic groups (Native American Report, 2003); and

WHEREAS, The following proposed study is funded by the Bremer Foundation and will survey 100 American Indian veterans randomly from each of the four North Dakota Indian reservations and one Indian service area using computer assisted interviewing technology. The effort will be coordinated through the tribal veteran service officers, Veterans of Foreign War, AMVETS, and/or Vietnam Veteran organizations and will employ veterans to conduct the collection of confidential surveys; and

WHEREAS, The targeted population will be individuals age 18 and over, male and female veterans, living within the Reservation boundaries/Indian areas and each participant will receive \$15 in compensation for their time. The information collected for this survey will be done anonymously and the data will be stored at the University of North Dakota (UND) Center for Rural Health (CRH) within a locked file cabinet for a period of 3 years, then destroyed at the end of this time period; and

WHEREAS, An individualized reservation/Indian area report and community presentation will be given to each participating reservation/Indian area along with a copy of the state report. The state report generated from combining the data from all five sites will also be shared with the North Dakota Department of Health and the Veteran's Administration for the purpose of informing state and federal officials of American Indian veteran health needs.

BREAKAWAY AGREEMENT

This BREAKAWAY AGREEMENT (hereinafter referred to as "Contract") is made and entered into this the 11th day of May, 2006, by and between the Three Affiliated Tribes of the Fort Berthold Indian Reservation, acting by and through its governing body, the Tribal Business Council (hereinafter referred to as "Purchaser") and Myriad World Resorts Of Tunica, LLC, a Mississippi limited liability company, by and through Larson Elmore, its Manager (hereinafter referred to as "Seller"), collectively referred to as "Parties".

WHEREAS, Seller has entered into a contract to purchase the following described property in Tunica County, Mississippi, to wit:

TRACT I

The West Half (W ½) of Section Six (6) less the right of way to the Board of Commissioners to the Yazoo-Mississippi Levee Board containing 315.3 acres, more or less.

TRACT II

The North Half (N ½) of Section Seven (7) west of the right of way to the Board of Commissioners to the Yazoo-Mississippi Levee Board containing 242.5 acres, more or less.

TRACT III

The north 180 feet of the North Half (N ½) of Section Seven (7) east of the right of way to the Board of Commissioners to the Yazoo-Mississippi Levee Board.

(Hereinafter the "Resort Property"); and,

WHEREAS, Purchaser has entered into Contract, dated _____, May 2006, to purchase that portion of the Resort Property (hereinafter referred to as Casino-Hotel #3) for the purpose of constructing and operating a Las Vegas style casino with maximum of an 80,000 sq ft casino floor with 2,500 or more slot machines and 42 or more gaming tables or a minimum 50,000 sq ft casino floor with approximately 1,600 slot machines and 26 gaming tables along with a 500 room hotel on approximately 4-6 acres of land located in Tunica County, Mississippi subject to the following two conditions: (1) the necessary approvals have been or will be obtained from the Tunica County Board of Commissioners and the Mississippi Gaming Commission for the construction and operation of a casino, hotel and ancillary facilities (restaurants and bars), and (2) that Seller has sufficient funding in place to build the Resort Property, including the infrastructure (roads, sewer, lights and parking) necessary to service the Resort Property and Casino-Hotel #3 which will be incorporated into and part of the Improvements on the Resort Property; and,

WHEREAS, Purchaser is willing to sell to the Seller the right to repurchase the site upon which Casino-Hotel #3, hereinafter described as "Contract" if they cannot perform or sell Casino-Hotel #3 to a qualified buyer,

WHEREAS, Seller is willing to enter into this Contract to repurchase Casino-Hotel #3 from Purchaser, as a breakaway contract, if after good faith efforts to obtain funding either through bona-fide equity investors and/or lenders or to sell Casino-Hotel #3 to a qualified buyer for a reasonable sum in the form of a royalty not to exceed \$4,00,000.

WHEREAS, the parties desire to reduce their Contract to writing,

NOW THEREFORE, based on the above and foregoing, and for and in consideration of the mutual covenants, conditions and promises contained herein the parties do hereby agree and Contract as follows:

- 1) **Representations of Authority to Sign and Willingness to Be Legally Bound:** The undersigned parties represent and warrant that each has the authority and is willing to enter into this legally binding Contract:
 - a) **Larson Elmore** of Whitfield & Associates, LLC, with registered address at 18 Ninth Fairway Loop, Maumelle, AR 72113 has the authority to represent the Seller Group of Companies including: Myriad World Resorts of Tunica, LLC; Myriad Entertainment & Resorts, Inc; and Myriad Golf Resorts, Inc (“Myriad”) for the purpose of entering into this legally binding Contract.
 - b) **Tex G. Hall**, in his capacity as Chairman of the Three Affiliated Tribes, with registered address at 404 Frontage Road, New Town, North Dakota 58763 represents that he has the authority under the Constitution of the Three Affiliated Tribes and by authority granted by Resolution No. _____ of the Tribal Business Council to enter into this legally binding Contract.
 - c) **Nathan Hale**, in his capacity as Secretary of the Tribal Business Council of the Three Affiliated Tribes, with registered address at 404 Frontage Road, New Town, North Dakota 58763 represents that he has the authority under the Constitution of the Three Affiliated Tribes and by authority granted by Resolution No. _____ of the Tribal Business Council to enter into this legally binding Contract.
- 2) **Property:** Purchaser hereby agrees to sell and Seller hereby agrees to repurchase Casino-Hotel #3 based on the terms hereof.
- 3) **Good Faith Efforts to Seek Funding and/Or To Sell the Contract to a Bona-Fide and Qualified Purchaser:** In order for Myriad to exercise this Contract, Purchaser must agree to actively seek financing from a minimum of five bona-fide investors and/or lenders. This includes sending out the financial pro-forma for Casino-Hotel #3, developing a business plan for operation and securing the services of a qualified gaming management team or group. If by September 1, 2006 Purchaser cannot obtain the necessary funding or financing, or, in the alternative is unable to find a buyer for its contract for Casino, then

Seller is willing to repurchase Casino-Hotel #3 under certain terms and conditions.

- 4) **Purchase Price:** The consideration to be paid in the form of a royalty is Four Millions and No/100s Dollars (\$4,000,000).
- 5) **Notice of Inability to Fund:** Myriad after receiving written notice that Purchaser is unable to fund despite having made a series of good faith efforts to obtain financing for Casino-Hotel #3 from bona-fide investors and/or financing groups, and, that despite having made a good faith effort to find a buyer for Casino-Hotel #3 Purchaser was unable to sell its contract
 - a) **Proof of good faith efforts:** Purchaser shall provide Seller with written proof of its good faith efforts to obtain funding from a bona-fide investor and/or financing group (ex. Marshall Group) and shall submit to Seller copies of the letters declining Purchaser application for funding either its inability to fund Casino-Hotel #3 or its intent to sell Casino-Hotel #3 to a qualified buyer.
 - b) **Number of efforts required:** Purchaser shall be required to approach five bona-fide lenders and/or financing groups and shall be required to do so in writing.
 - c) **Payment terms:** Seller shall pay in the form of a royalty equal to 5% of the net income from Casino-Hotel #3 up to \$4,000,000. Seller shall not be obligated to begin making payments until Casino-Hotel #3 is operating. Seller shall make its payments on a quarterly basis beginning three months after Casino-Hotel #3 has begun operations.
 - d) **Improvements to Casino-Hotel #3:** The parties agree that any documented improvements to Casino-Hotel #3 which are beyond those listed in Section 7, paragraphs a-h of the Contract for the purchase of Casino-Hotel #3 and which are paid for by the Seller shall be reimbursed to the Seller at the time of closing unless other repayment arrangements are made.
- 6) **Closing Date:** This transaction shall close at the Dulaney Law Firm, L.L.P., 986 Harris Street, P.O. Box 188, Tunica, MS 38676, or other such place as is mutually agreed upon by the parties.
- 7) **Collection Costs:** In the event any action is commenced by either party against the other in connection herewith, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.
- 8) **Notice:** Any and all notices and demands by any party to the other party, required or desired to be given hereunder shall be in writing and shall be validly given or made only if

deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or if made by Federal Express or similar delivery service keeping records of deliveries and attempted deliveries or if made by teletype. Service by United States mail or delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner. Service by facsimile copy or teletype shall be deemed made upon confirmed transmission.

- a) **Purchaser:** Any notice or demand to Purchaser shall be addressed to the Three Affiliated Tribes, Attn: Chairman and Secretary, Tribal Administration Building, 404 Frontage Road, New Town ND 58763; telephone number 701-627-4718, fax 701-627-3622.
- b) **Myriad:** Any notice or demand to Seller shall be addressed to Myriad World Resorts of Tunica, LLC, and Attn: Scott Hawrelechko or Larson Elmore, Suite 1000, 10th Floor, 10050-112 Street, Edmonton, and Alberta Canada T5K2J1; telephone number 780-431-0086, fax 780-447-2981.

Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

- 9) **Failure of Performance:** If either Party fails to perform pursuant to the terms of this Contract, the Initial Deposit of \$25,000 shall remain the property of the Seller. The \$1,000,000 placed into escrow for the purchase of Casino-Hotel #3 shall remain the property of the Purchaser. The amounts retained by the Seller shall be considered liquidated damages, as consideration for the execution of this contract and in full settlement of any claims, causes of action at law or in equity, whereupon Purchaser and Seller shall be relieved of all obligations under this contract.
- 10) **Entire Contract: Amendments:** This agreement and its exhibits contains the entire agreement between the parties with regard to the sale and purchase of the Property except as provided for herein, and no promise, representation, warranty, covenant, agreement or understanding not specifically set forth in this contract shall be binding upon, or inure to the benefit of, either party. This contract may not be amended, altered, modified or supplemented in any manner except by an instrument in writing duly executed by the parties. The parties hereto represent, covenant and agree that any promise, representation, warranty,

covenant, agreement or understanding which either deems material is included in and made a part of this contract.

- 11) **Governing Law: Interpretation:** This contract shall be construed and enforced in accordance with the laws of the State of Mississippi. The fact this contract shall have been prepared by an attorney for either the Seller or Purchaser shall not be used to construe or interpret this contract for or against either party; the parties intend that the provisions of this contract shall be given their fair meaning and no court shall construe this contract more stringently against one party than against the other. Further, both parties represent that they are represented by counsel and have been fully advised of the affects and ramifications of all terms, conditions, covenants, and obligations contained in this contract.
- 12) **Binding Effect:** The provisions of this contract shall be binding upon, and shall inure to the benefit of, the parties and respective heirs, executors, administrators, personal and legal representatives, successors and assigns.
- 13) **No Waiver:** The failure of Seller or Purchaser to insist upon strict performance of any of the terms, conditions, covenants and obligations contained in this contract shall not be deemed a waiver of any rights or remedies for any subsequent breach or default in the terms, conditions, covenants and obligations herein contained.
- 14) **Section Headings:** The Section headings hereof are intended for convenience and reference purposes only and shall not be used to construe or interpret this contract.
- 15) **Severability:** If any provisions of this contract shall be determined by any court to be invalid, illegal or unenforceable to any extent, then the remainder of this contract shall not be affected, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.
- 16) **Time is of the Essence:** Time is of the essence as to this Contract and failure of either party to timely comply with the provisions of this Contract may result in the other party canceling this Contract which decision will be in that party's sole discretion.
- 17) **Brokers and Agent:** Purchaser represents and warrants to Seller that no broker or agent is due a commission from the proceeds of the Closing. Seller represents and warrants that Seller may have entered into a brokerage agreement and that Seller and Broker will agree in a separate document as to the amount of commission and procedure for payment, including the payment at Closing. Seller will provide such information at time of Closing as to payment. Each Party agrees to indemnify and hold the other and the Property harmless

from the claims of any agent or broker for the payment of a commission.

18) Assignment and Sale: Purchaser, in order to comply with Mississippi law for ownership of casino property, shall be allowed to assign this Contract to a Mississippi entity without the prior written consent of Seller. Further, Purchaser reserves the right to sell this Contract to third party who is qualified to own and operate a Mississippi casino; provided, the Seller is given the first right to repurchase this Contract and to meet or match any purchase offer. The parties agree to enter into a separate Contract that will more fully describe the terms and conditions of the Seller's first right of refusal.

19) Liens and Encumbrances of Title: Seller will be putting funding and liens place in order to prepare the land on which Casino-Hotel #3.

20) Ability to Execute: Seller warrants and represents that it possesses full right, power and authority to execute, deliver and perform this Contract. Purchaser warrants and represents that it possesses full right, power and authority to execute, deliver, and perform this Contract.

Witness our signatures on the day and year as first above written and by signing this 18 page Contract each party represents to the Party opposite that this Contract has been read in its entirety and all terms, conditions covenants and obligations are fully understood.

Three Affiliated Tribes

**Myriad World Resorts of Tunica, LLC
Whitfield & Associates, LLC**

By _____
Name: Tex G. Hall
Its: Chairman

By _____
Name: Larson Elmore
Its: MANAGER

By _____
Name: Nathan Hale
Its: Secretary

STATE OF NORTH DAKOTA
COUNTY OF MOUNTRAIL

Personally appeared before me, the undersigned authority in and for said County and State, the above named Tex G. Hall, Chairman of the above named Three Affiliated Tribes and acknowledged that on behalf of said nation, and in its name, being duly authorized so to do, he signed the foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the _____ day of May, 2006.

(SEAL)

By _____
Name of Notary Public
My Commission Expires:

STATE OF NORTH DAKOTA
COUNTY OF MOUNTRAIL

Personally appeared before me, the undersigned authority in and for said County and State, the above named Nathan Hale, Secretary of the above named Three Affiliated Tribes and acknowledged that on behalf of said nation, and in its name, being duly authorized so to do, he signed the foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the _____ day of May, 2006.

(SEAL)

By _____
Name of Notary Public
My Commission Expires:

STATE OF ARKANSAS)
) ss
COUNTY OF PULASKI)

Personally appeared before me, the undersigned authority in and for said County and State, the above named Larson Elmore, Manager of the above named Myriad World Resorts of Tunica, LLC and acknowledged that on behalf of said limited liability company, and in its name, being duly authorized so to do, he signed the foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this the _____ day of May, 2006.

(SEAL)

By _____
Name of Notary Public
My Commission Expires:

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Council of the Three Affiliated Tribes hereby authorizes participation in the *Healthcare Needs of North Dakota American Indian Veterans Study* conducted by Leander R. McDonald, PhD and Richard L. Ludtke, PhD, UND Center for Rural Health. The Tribal Council grants permission to the UND-CRH to use all collected data in combined format for the purpose of disseminating state results from analyses of the data. Further, be it resolved that specific information collected within the boundaries of the Fort Berthold Reservation belongs to the Three Affiliated Tribes and may not be released in any form to individuals, agencies, or organizations without additional tribal authorization.


NOW THEREFORE, BE IT RESOLVED that the Tribal Business Council of the Three Affiliated Tribes hereby supports and recognizes the goals of the American Indian Veterans study.

CERTIFICATION

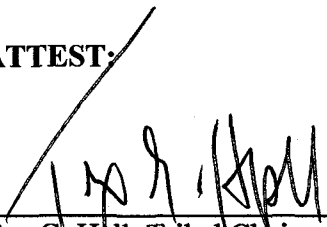
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of Fort Berthold Indian Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitutes a quorum, 6 were present at a Regular Meeting thereof duly called, convened, and held on the 11 day of May, 2006; and that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] Not voting []

Dated this 11th day of May 2006.



Nathan Hale, Executive Secretary's Office
Tribal Business Council
Three Affiliated Tribes

ATTEST:


Tex G. Hall, Tribal Chairman
Tribal Business Council
Three Affiliated Tribes



**RESOLUTION OF THE GOVERNING BODY
OF THE THREE AFFILIATED TRIBES
OF THE FORT BERTHOLD INDIAN RESERVATION**

A Resolution entitled, "Tribal Business Council Approval and Certifications for the FY 2006 Grant Application for the ICDBG Grant Program for the Mandaree West Segment Hidatsa Multi-purpose Building."

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws under said Act on May 15th, 1936; and

WHEREAS, pursuant to Article III, Section 1 of the Constitution and By Laws of the Three Affiliated Tribes, the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, pursuant to Article VI, Section 5 (l) of said Constitution, the Tribal Business Council has the power to adopt resolutions regulating the procedures of the Tribal Business Council and other Tribal agencies and Tribal officials on the Reservation; and

WHEREAS, the Tribal Business Council has authority to engage in activities on behalf of and for the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Pursuant to Article VI, Section 5 (d) of said Constitution the Tribal Business Council is authorized to negotiate with the federal government and advise the federal government with regards to all appropriations estimates or federal projects for the benefit of the Three Affiliated Tribes; and

WHEREAS, the Tribe has authority pursuant to Resolution No. 04-14-NH, to submit applications to the U.S. Department of Housing and Urban Development (HUD) for the Indian Community Development Block Grant (ICDBG) program and the Tribal Business Council has decided that the first priority for the ICDBG Grant Application for FY 2006 shall be to build a new Multi-purpose Building for the West Segment (Mandaree Community) with a Total project cost of \$900,000.00 + 25% cash match of \$225,000.00= \$1,125,000.00 ; and

WHEREAS, pursuant to Resolution No. 05-97-NH the tribe has adopted, acknowledged, and accepted the Maintenance and Operation Plan required by HUD for all proposed community facilities and commits to providing annually the necessary financial support in the amount of \$30,000.00 for these responsibilities; and

NOW THERE FOR IT BE RESOLVED, the Tribal Business Council hereby authorizes the FY2006 ICDBG Grant application in the amount of \$900,000 for the purpose of constructing a Multi-purpose building for the West Segment Community; and

BE IT FURTHER RESOLVED, that the Tribal Business Council hereby certifies that the requirements of 24 CFR 953.6049(a) and (c) have been complied with in the development of the FY 2006 ICDBG grant application to ensure adequate citizen participation and input and further certifies that at least 70% of the beneficiaries of the purposed projects will be low and moderate income persons; and

BE IT FURTHER RESOLVED, the Tribal Business Council hereby certifies that the demographic data submitted with the FY 2006 ICDBG grant application has been systematically collected, is systematically reliable and feasible and is independently verifiable; and

BE IT FURTHER RESOLVED, the Tribal Business Council hereby certifies that it will provide a cash match of 25% of the total project cost in the amount of \$225,000.00 in compliance with the ICDBG grant requirements for the FY 2006 application (Total project cost is \$900,000.00 + 25% cash match of \$225,000.00= \$1,125,000.00.); and

BE IT FURTHER RESOLVED, that the Tribal Business Council hereby authorizes Chairman Tex G. Hall and Secretary Nathan Hale to sign and certify all agreements, applications, and other documents necessary to said grant application; and

BE IT FINALLY RESOLVED THAT, the Three Affiliated Tribes hereby adopts and adheres to all codes of conducts, financial management and internal control policies and procedures in compliance with 24 CFR Part 84 and 85; 24 CFR Part 1003 in the administration of all ICDBG projects.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Forth Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the ~~first~~ ^{Maxwell} day, 2005; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman Voting. Not voting.

Dated this 11th day of May, 2005.