

AGREEMENT

This Agreement made this 11 day of March, 1994 by and between BBC Entertainment, Inc., ("BBC"), a Minnesota Corporation duly authorized to do business in the state of South Dakota and John Boyd, an individual who had subscribed for 25,000 shares of BBC Common Stock ("John"), and Wayne Boyd, an individual who had subscribed for 25,000 shares of BBC Commons Stock ("Wayne").

WHEREAS, BBC was incorporated on February 3, 1993 and John and Wayne on February 3, 1993 each subscribed to purchase 25,000 shares of commons stock of BBC; and

WHEREAS, BBC subsequently entered into an agreement with the Rosebud Sioux Tribe dated February 11, 1993, for the conduct of Class II and Class III gaming on the reservation of the Tribe; and

WHEREAS, BBC has continued its efforts to gain NIGC approval of the said management contract which approval as of this date has not been obtained but during which interim period BBC has expended a substantial sum of money and time, all of which money has been contributed by its other shareholder, Charlie Colombe relative to obtaining approval of the management agreement and being able to commence gaming activities; and

WHEREAS, Wayne and John have also devoted a substantial amount of time to BBC, but have been unable to invest any substantial sums of money into the company, and

WHEREAS, John, Wayne and Charlie Colombe have contacted several other Indian Tribes, independently, in primary discussion relative to obtaining management contracts but as of this date BBC has no further management contracts or agreements of any type and

all of the efforts and money relative to acquiring any additional contracts have come from Charlie Colombe, John and Wayne independent of each other; and

WHEREAS, the Klamath Tribes in Oregon have agreed with Charlie Colombe and the company to enter into final negotiation for a management contract, which negotiations, and expected contract will take further expenditure of funds which the company does not have without a further contribution from shareholders, which funds neither John nor Wayne have available at this time; and

WHEREAS, the parties desire to mutually terminate all right, title and interest that John Boyd and Wayne Boyd might have in and to any of the shares of stock of BBC.

IN CONSIDERATION OF THE FOREGOING THE PARTIES HAVE MUTUALLY AGREED AS FOLLOWS:

1. Effective the date of this agreement shareholders John Boyd and Wayne Boyd's ownership interest in BBC ownership shall terminate.
2. Except as expressly set forth herein BBC shall release and discharge John and Wayne from any liabilities for money that has been advanced to them from BBC.
3. This agreement shall acknowledge on behalf of John Boyd and Wayne Boyd that each resigns as an officer and/or director of BBC and that he has no claims of whatsoever nature against BBC except for the release of liability as described in this agreement, and the continuing interest in the Rosebud casino as described herein.
4. Wayne Boyd shall continue work with the Management of the

Rosebud Project as a part of the casino company, and may be a member of the Board of Directors and/or a salaried employee of the management team. In consideration thereof, and in consideration of their efforts to date, it is agreed that an amount of 20% of BBC's income from the Rosebud Casino and future expansions of the Rosebud Casino shall be paid to John and Wayne. Income purposes of this agreement shall be the gross income received by BBC less accounting expenses incurred by BBC and the cost of one General Manager. All sums due John and Wayne will be paid monthly at the same time as the Rosebud Sioux Tribe receives their share of the profits.

5. As of the date of this agreement, Charlie Colombe has spent approximately \$200,000.00 on behalf of BBC, which funds have been necessary for BBC to gain contract approval, and to facilitate planning and financing of the Rosebud project. It is agreed by and between the parties that an amount equal to 30% of the \$200,000 spent shall be deducted from the 20% distribution to John and Wayne in 36 equal monthly installments until said sum shall have been repaid in full without interest. Unless IRS rules provide otherwise.

6. John and Wayne understand that BBC will endeavor to obtain other management contracts and that it will endeavor to complete the construction of the proposed casino on the Rosebud Reservation and that BBC has ongoing discussions with various Indian Tribes relative to obtaining additional contracts.

7. Through the execution of this agreement BBC management does not warrant that BBC stock is of little or any value and BBC management is still doing everything in its power to develop the

company into a substantial entity within the gaming industry as was the original intention for BBC.

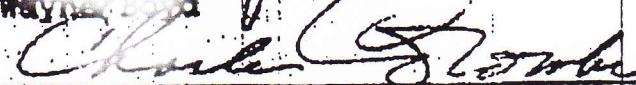
g. The parties hereby specifically release each and every party as well as all of the shareholders of BBC, its successors and assigns from any of the terms and provisions of any agreement previously executed between the parties and from any claims known or unknown that may presently exist or which shall arise in the future.

h. This agreement shall constitute the entire agreement between the parties and all former agreements of whatever type are expressly integrated into this agreement shall constitute a total termination of the relationship between the parties hereto and their shareholders, directors and officers, except as is expressly set forth herein.

IN CONSIDERATION WHEREOF, the undersigned have executed this agreement the date above stated.


John Boyd


Maynard Boyd


Charles Colombo

BBC ENTERTAINMENT, INC.


BY: Its President

ATTEST:


BY: Its Secretary