April 7, 1995

## CONFIDENTIAL

Richard Lunderman, Director Rosebud Sioux Tribe Commission on Gaming P.O. Box 430 Rosebud, SD 57570

Dear Mr. Lunderman:

John and I have been discussing the possibility of selling our interests in BBC Entertainment, Inc. to the Rosebud Sioux Tribe.

Currently, John and I own 50% of the preferred stock of BBC Intertainment, Inc. and Charles Colombe owns the remaining 50%. These shares are the only shares that have been reported and should be the only ones issued to our Knowledge. As you are aware, John, Charlie and I have been approved as the parties in interest to BBC Entertainment, Inc. Any change in the interest is required to be reported to the Tribal Gaming Commission and the National Indian Gaming Commission. Since John and I are not aware of any other shares, nor have either you or the NIGC been notified of any changes, then we must assume that there are no other legal shares outstanding. John and my shares entitle us to 50% of the voting rights to BBC Entertainment, Inc. as well as the right to elect officers to the Board of Directors.

Although John and I own 50% of the Stock, we have a separate agreement with Mr. Colombe defining the distribution of revenues from the Rosebud Casino Project. Under this revenue distribution agreement, John and I receive 20% of the gross income received by BBC Entertainment, Inc. from the Rosebud Casino and the remaining revenue is to be distributed between Mr. Colombe and New Prime Inc., our lenders. The only expenses to be deducted from the gross income prior to our split is the General Managers salary and the cost of an accountant.

Our proposal to the Rosebud Sioux Tribe contains two options. The first option would be to average the income received by John and I from the Rosebud Casino in the months of February, March and April. We would then multiply this by the remaining months or 52 for a total. We would then discount this by 10%. We would then get \$300,000.00 upon the execution of the agreement and the balance paid over 36 monthly installments.

The second option would be for the Tribe to pay us \$300,000.00 upon the execution of an agreement and then we would discount our current percentage of the net profits by 10% and the Tribe would pay us this amount every month for 36 months. Currently we are receiving 20% of the 35% net or 7% of the net profits. If you discount this by 10% then we would be entitled to 6.3% of the net less our share of the general managers salary.

An example of option one would be our share of profits from the months of February - \$25,000.00, March - \$26,000.00, and April - \$27,000.00. The average would be \$26,000.00. If you multiply this by 52 the total is \$1,362,000.00. With a 10% discount this total would be reduced to \$1,225,800.00. We would then ask that \$300,000.00 be paid upon execution of the contract, leaving \$925,800.00 to be paid in 36 monthly installments. These installments would \$25,416.00 per month.

The major difference between option one and two is the fact that option two would consider the actual cash flows of the casino in calculating the monthly payments and option one would not.

This is a draft proposal and any discussion would be appreciated.