

PURCHASE AGREEMENT

This agreement is made on Sept. 8, 1995, at Safe Mo, by NEW PRIME, INC. (hereinafter "Seller"), a corporation organized under the laws of Nebraska, with its principal place of business at P.O. Box 4208, Springfield, Missouri, 65803, and the KLAMATH AND MODOC TRIBES AND YAHOOOSKIN BAND OF SNAKE INDIANS, [known as the KLAMATH TRIBES] (hereinafter "Buyer"), whose business address is P.O. Box 436, City of Chiloquin, County of Klamath, State of Oregon, 97624.

RECITALS

1. Buyer this day has bargained from Seller certain land situated in Klamath County, State of Oregon, described as follows: A parcel of property in Government Lots 23 and 28, Section 16, Township 35 South, Range 7 East, W.M., Klamath County, Oregon, more particularly described as follows:

"Beginning at the Northeast corner Government Lots 23, at a 5/8" rebar with a plastic cap, stamped R. Scott S&S Survey, Prop. Cor. PLS 2265, from which the 1/4 corner of Section 15 & 16, Township 35 South, Range 7 East, W.M., bears N 89-33-01 E, 1297.60 feet; thence along the North Line of Government Lot 23 S 89-33-01 W, 905.95 feet to the East Right of Way line of U.S. Highway 97, 50.00 from the center line, to 5/8" rebar with plastic cap, stamped as said; thence along said Right of Way line S 03-47-54 W, 743.27 feet, to a 5/8" rebar with cap; thence S 88-44-24 E, 20.00 feet, to a 5/8" rebar with cap along the East Right of Way Line of U.S. Highway 97, 70.00 feet from center line; thence along said Right of Way S 03-27-20 W, 187.70 feet, to a 5/8" rebar with plastic cap, stamped as said; thence East, 949.96 feet, to a 5/8" rebar with plastic cap, stamped as said; thence N 00-08-48 W, 267.17 feet, to a 1/2" iron pin; thence N 00-10-08 W, 669.31 feet, to the point of the beginning, containing 20 acres, more or less."

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NEW PRIME, Inc.

KLAMATH TRIBES

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Purchase of above the legally described property is for the development of a Gaming Facility by Buyer.

2. The total consideration for the purchase of the above legally described land is Seller's exclusive right to manage and operate the Gaming Facility to be constructed on the above land for a period of seven (7) years, consistent with the terms and conditions of the Management Agreement, dated June 30, 1994, and signed by Marvin Garcia, Chairman, Klamath Tribes, and Charles Colombe, President, BBC Entertainment, Inc., attached hereto, and the terms of which are incorporated herein into this Purchase Agreement as though stated in full.

3. Seller is selling Sellers' property to Buyer and its assigns for the express purpose of development of the property for a Gaming Facility within a period of two (2) years from and after the date of this Agreement.

4. Seller and Buyer agree that the use of the property is for the development of a Gaming Facility to be managed and controlled by Seller under the terms of the Management Agreement. In the event that said property is not used for a Gaming Facility managed and controlled by Seller, Buyer agrees to pay to Seller the sum of Eighty Thousand Dollars and no/100 (\$80,000.00), plus all predevelopment costs expended by Seller on behalf of the project. Said costs shall be identified by an accounting of costs.

5. Seller and Buyer agree that Buyer must promptly pass a Supporting Resolution that includes a limited waiver of sovereign immunity for the purpose of binding arbitration and the purpose of defining if a breach of the Management Agreement has occurred consistent with this Purchase Agreement and allowing for the enforcement of any provisions of this Purchase Agreement and the Management Agreement. The Supporting Resolution is hereby incorporated into this Agreement and attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties, Seller and Buyer agree with each other as follows;

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KLAMATH TRIBES



SECTION ONE DEED

Seller shall, on full compliance by Buyer with Buyer's promises under this Agreement, execute and deliver to Buyer a fee simple deed to the property.

SECTION TWO TIME OF ESSENCE; TERMINATION AND FORFEITURE

Time is of the essence in this Agreement. In the event Buyer fails to comply with or perform any conditions or covenants of this Agreement promptly at the time and in the manner required, Seller may elect to declare Buyer in breach of this Agreement and bring suit or arbitration to collect purchase price, costs and predevelopment expenses of Seller.

SECTION THREE BREACH

Seller and Buyer agree that the Management Agreement, attached hereto and incorporated herein, is considered breached upon entrance of any finding of an arbitrator, as defined and discussed in Section Four of this Purchase Agreement concluding that any condition or provision of the Management Agreement or Purchase Agreement has been breached, whether said breach is considered material, or not.

SECTION FOUR ARBITRATION

Parties agree that disputes will be defined and resolved pursuant to ARTICLE XIV, *Disputes/Arbitration*, of the Management Agreement incorporated above into this Agreement and attached hereto.

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KLAMATH TRIBE



SECTION FIVE SOVEREIGN IMMUNITY

As agreed by attached Supporting Resolution, incorporated herein, Buyer agrees to a limited waiver of sovereign immunity for the purpose and extent outlined in ARTICLE XV, *Limited Waiver of Sovereign Immunity*, of the Management Agreement incorporated above into this document and attached hereto. Buyer agrees to a limited waiver of its sovereign immunity to the extent necessary to enforce the provisions of this Agreement.

SECTION SIX NOTICE

Any notice under this Agreement may be given by mailing the notice by certified or registered U.S. Mail, addressed to Buyer at the address given below Buyer's signature, or such other address in the United States as Buyer may later designate by written notice to Seller. Notice to Seller may be similarly given to Seller at Seller's stated address or any future substituted address.

SECTION SEVEN MADATORY STATUTORY LANGUAGE

Pursuant to O.R.S. 93.040(2), Buyer and Seller submit the following language into this Agreement: The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws, and regulations, which, in farm or forest zones, may not authorize construction or siting of a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence or fire protection for structures.

The above language has been included only to satisfy O.R.S. 93.040, but Buyer and Seller agree that this language may not be applicable to a sovereign Indian Tribe.

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KLAMATH TRIBES



SECTION EIGHT ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding this Agreement shall not be binding upon either party except the provisions of the Management Agreement and the Deed, both of which are attached hereto and incorporated herein this Agreement.

SECTION NINE PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument at _____, on the date first written above.

NEW PRIME, Inc.

by: 

President

P.O. Box 4208

Springfield, Missouri 65803

In Witness Whereof, I affix the
Corporate Seal.

by: 

Secretary

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NEW PRIME, Inc. 

KLAMATH TRIBES

by: 

Chairman

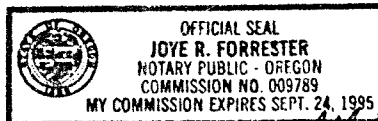
P.O. Box 436

Chiloquin, Oregon 97624

Subscribed to and sworn before me this
6th day of Sept., 1995.


Notary Public for Oregon

My Commission Expires: Sept 24, 1995



KLAMATH TRIBES 

Signed, sealed and delivered in the presence of and who also witnessed: (1) the filling in of the dates in Purchase Agreement; (2) the filling in of the name of the corporate president and secretary; and (3) the filling in of the names and addresses of the witnesses.

Ant C. C.

Witness Signature

Witness Name: Ant C. C.

Witness Address: 1340 Woodhurst
Spfld. Mo.

Deborah Lee Krueger

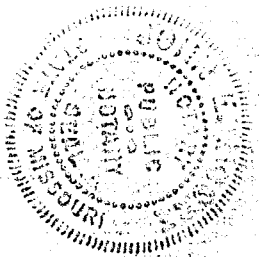
Witness Signature

Witness Name: Deborah Lee Krueger

Witness Address: 204 W. Farm Road 26
Pleasant Hope Mo
65725

STATE OF MISSOURI)
County of Greene) ss.

SIGNED AND SWORN or AFFIRMED to before me on this 8th
day of September, 1995, by Robert F Low and
LAWANA LOW.



John E. Moore
NOTARY PUBLIC in and for the
State of Missouri.
My Commission expires: 2/6/99

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INITIALS:

NEW PRIME, Inc. ll

KLAMATH TRIBES lll

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of New Prime, Inc. the 5th day
of March A.D., 19 96 at 2:49 o'clock PM., and duly recorded in Vol. M96,
of Deeds on Page 6060.

FEE \$55.00

Return: Brenda Shadwick
4506 Anderson Avenue
Klamath Falls, Oregon 97601

By Bernetha G. Letsch
Bernetha G. Letsch, County Clerk