

the case may be. The amount of time the Lessee is unable to operate because of a Force Majeure shall be added on to the end of the lease term so as to extend the lease period.

(6.3) Once legalized gaming has commenced on the Gaming Site, the Lessee shall have the right to cancel this Lease by giving thirty (30) days written notice and simultaneously paying to the Lessor the sum of \$250,000.00.

This shall in no way affect the Lessor's right to receive a percentage of all gross revenue derived from the gaming operation of Lessee as heretofore set forth in Article 3. To illustrate: If the Lessee gives written notice on April 25 and ceases operating on May 6, Lessee shall be liable to Lessor for the percentage of gross revenue as set forth in Paragraph 3.2 derived until operation ceases and the aforesaid \$250,000.00 is paid.

(6.4) Upon termination for any reason, all rights granted to Lessee hereunder shall cease and any improvements made by Lessee on the Gaming Site shall be and become the property of Lessor who shall not be obligated to compensate Lessee for the same. Improvements made on the Gaming Site shall be left in a state of good repair such that the same are able to be used for their intended purpose by Lessor. Lessee shall remove the Casino Vessel if any has been moored, constructed or placed on the Gaming Site and any personal property belonging to Lessee which is located on the Gaming Site within one hundred eighty (180) days of the date of such termination. The Lessee shall be liable to the Lessor for any pollution to the Gaming Site caused by Lessee or Lessee's operation and Lessee shall be responsible to Lessor for removing and clearing any pollution or hazardous material from the Gaming Site and other areas affected by the Lease at its expense as provided for by Paragraph (6.1) of this Article.

ARTICLE VII SUBLEASING

(7.1) PRIOR CONSENT: Lessee will not assign this Lease or sublet any portion of the Gaming Site without prior written consent of Lessor which consent shall not unreasonably be withheld. Notwithstanding this, Lessee may assign its rights hereunder in connection with any financing of the project or portion thereof.

(7.2) If Lessor consents to assigning or subleasing, then Lessee shall require the Sub-Lessee/Assignee to comply with and abide by all of the terms and requirements of this Lease, including the payment of rent as herein provided. The Sub-Lessee/Assignee shall be required by the terms of the sublease/assignment to make all rent payments due under this Lease directly to Lessor and said rent shall

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not be first paid to Lessee who in turn makes said payments to Lessor. However, Lessee shall remain liable to Lessor for the payment of all rent due and the performance of all of the terms of this Lease.

(7.3) If Lessor consents to assignment or subleasing, then any notice of default given by Lessor to Lessee shall also be given directly to the Sub-Lessee/Assignee pursuant to Paragraph (8.6) or said notice will not be effective. The Sub-Lessee/Assignee shall be required by the terms of the sublease/assignment to give any notice of default to Lessee and to Lessor pursuant to Paragraph (8.6). Lessor agrees that any Sub-Lessee/Assignee shall have all rights and privileges of Lessee herein but it must register its name and address with Lessor for notices pursuant to Paragraph (8.6).

(7.4) Lessee or its authorized representative may encumber its leasehold interest and such interest of Lessee may be sold pursuant to any deed of trust or other security instrument but, any person or party thus acquiring Lessee's leasehold interest shall be subject to all of the terms and provisions of this Lease, and none of Lessor's rights under this Lease will be lost or in any way impaired as a result. The Parties are not required to subordinate their rights under this Lease for any reason or purpose.

(7.5) Lessor expressly reserves the right to sell or lease the Gaming Site or any other property affected by the terms of this Lease but said sale or lease shall be subject to all terms and provisions of this Lease and shall not release Lessor from its obligations hereunder. Any purchaser or lessee must be approved by the Mississippi Gaming Commission or have taken the necessary steps to insure the gaming operations are not interrupted as a result of the transfer/lease. Lessor agrees to indemnify Lessee from expenses incurred as a result of any sale or lease of the Gaming Site.

ARTICLE VIII MISCELLANEOUS

(8.1) USE OF SITE: The Lessee shall use the Gaming Site primarily for the purpose of constructing, operating and maintaining the Improvements. Notwithstanding the foregoing, Lessee may construct, operate and maintain on the Gaming Site such other facilities and improvements as Lessee reasonably deems to promote the overall project as a resort destination. Upon the execution hereof, Lessee shall have possession of the Gaming Site and shall initiate such test as Lessee deems necessary in connection with the development of the project and the construction of the Improvements.

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(8.2) **INSURANCE:** At all times after Lessee commences construction on the Gaming Site, Lessee shall maintain in full force and effect general liability insurance with coverage of not less than \$2,000,000.00 for injury to one person and not less than \$5,000,000.00 for any one incident or accident on either the Gaming Site or other areas affected by this Lease, which shall name Lessor as additional insured. In addition, Lessee shall name the Lessor as additional insured on all other liability insurance policies, if any, carried by Lessee. Lessee shall furnish Lessor with copies of said insurance policies and Lessor shall also receive copies of all notices, etc. related thereto in a timely fashion.

If the required insurance lapses for any reason, Lessor may pay said insurance and shall be reimbursed by Lessee for said cost of insurance upon demand.

Further, Lessee shall indemnify and hold Lessor harmless from any and all causes of action which occur as a result of Lessee's acts or omissions, or as a result of the construction, operation or maintenance of the Improvements.

(8.3) **TITLE TO IMPROVEMENTS:** Upon the expiration, termination or cancellation of this Lease under any of the provisions hereof, the title to any permanent improvements to the land, shall be vested in and become the property of Lessor, and Lessee shall have no claim against Lessor for reimbursement of the cost thereof. Permanent improvement shall not include the barge or barges or other improvements contemplated by Paragraph 6.4 hereof.

(8.4) **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.

(8.5) **QUIET ENJOYMENT:** Lessor covenants and agrees that Lessee shall have the peaceful and quiet possession and enjoyment of the Gaming Site for the conduct of its business operations during the original Term or any Renewal Term of this Lease, without hindrance by Lessor.

(8.6) **NOTICE:** Any and all notices and demands by any party hereto 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 telecopy. Service by United States mail or delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon

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receipt, whichever is sooner. Service by telecopy shall be deemed made upon confirmed transmission.

Any notice or demand to Lessee shall be addressed to Lessee as follows: Myriad World Resorts of Tunica, LLC, Attn: Scott Hawrelechnko, Suite 1000, 10th Floor, 10050-112 Street, Edmonton, Alberta Canada T5K2J1; telephone number 780-431-0086, fax 780-447-2981.

Any notice or demand to Lessor shall be addressed to Lessor as follows: Jack Day Perry, Sr., P.O. Box 607, Tunica, MS 38676; telephone number (662) 363-1309; fax (662) 357-9133.

Any party hereto may change its address for the purpose of receiving notice 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.

(8.7) **ENTIRE AGREEMENT: AMENDMENTS:** This Lease and its exhibits contain the entire agreement between the parties, and no promise, representation, warranty, covenant, agreement or understanding not specifically set forth in this Lease shall be binding upon, or inure to the benefit of, either party. This Lease may not be amended, altered, modified or supplemented in any manner except by an instrument in writing duly executed by the parties. The parties hereby both agree that any material representations upon which either is relying is set forth herein. Further, if either party makes a material representation upon which the other party desires to rely, the same shall be reduced to writing and signed by both parties or the same shall not be relied upon.

(8.8) **GOVERNING LAW: INTERPRETATION:** This Lease shall be construed and enforced in accordance with the laws of the State of Mississippi. The fact that this Lease shall have been prepared by the attorney for either the Lessor or Lessee shall not be used to construe or interpret this Lease for or against either party; the parties intend that the provisions of this Lease shall be given their fair meaning and no court shall construe this Lease more stringently against one party than against the other.

(8.9) **BINDING EFFECT:** The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties and respective heirs, executors, administrators, personal and legal representative, successors, and assigns.

(8.10) **NO WAIVER:** The failure of Lessor or Lessee to insist upon strict

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performance of any of the terms, conditions, covenants and obligations contained in this Lease 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.

(8.11) RECORDING: At the request of either party, the parties shall execute and acknowledge a short form of lease for recording purposes, which short form of lease shall be recorded at the expense of the Lessee.

(8.12) SIGNS: Lessee shall have exclusive sign rights on the Gaming Site, and shall have the right to erect and display signs on the Gaming Site subject only to compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction.

(8.13) SECTION HEADINGS: The Section headings hereof are intended for convenience and reference purposes only and shall not be used to construe or interpret this Lease.

(8.14) SEVERABILITY: If any provision of this Lease shall be determined by any court to be invalid, illegal or unenforceable to any extent, then the remainder of this Lease shall not be affected, and this Lease shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Lease.

(8.15) Lessee represents and warrants that the leased premises have been fully and completely examined and that Lessee is fully aware of the condition of said Premises and accepts said premises "as is" without any reservations whatsoever except as provided herein. This Lease is made subject to all oil, gas and mineral leases heretofore or hereafter entered into by the Lessor with respect to any portion of the leased premises, provided, however, that said leases will not unreasonably interfere with Lessee's use of the Gaming Site. Lessor will not enter into any oil, gas or mineral lease(s) which will in any way adversely affect the surface rights of the Gaming Site pursuant to the terms of this Lease.

(8.16) TRANSMITTAL: Submission of this Lease for examination, even though executed by Lessor or Lessee, shall not bind the other party in any manner, and no lease or other obligation on the part of either party shall arise until this Lease shall be executed and delivered by the parties, each to the other.

(8.17) ADDITIONAL ACTIONS AND DOCUMENTS: Lessor and Lessee hereby agree to exercise their best and reasonable efforts to obtain, execute, deliver and file, or cause to be obtained, executed, delivered and filed, as the case may be, such

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additional documents, instruments and consents as may be necessary, or as reasonably may be requested by either party, and to take such further action as may be necessary, or as reasonably may be requested by either party, at the sole cost and expense of the requesting party, in order fully to effectuate the terms and conditions of this Lease.

(8.18) COUNTERPARTS: This Lease may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(8.19) TAXES: Once legal gaming operations have commenced, taxes imposed on the Gaming Site will be paid by Lessee. Lessee will provide Lessor with receipts showing all taxes have been paid for the previous year by February 1 of the following year. If not paid by March 1, then the Lessor may pay said taxes and charge same against or to Lessee, payable before next month's rent is due.

(8.20) CONSTRUCTION LIENS: Lessee will promptly pay for all labor and material used in the construction of improvements on the Gaming Site or other property affected by this Lease and will suffer no lien to be placed thereon for same and, if demanded by Lessor, will i) make bond with surety reasonably acceptable to Lessor for the payment of such costs, or ii) acquire lien waivers in a form acceptable to Lessor.

(8.21) COMPLIANCE WITH LAWS, ETC.: Lessee will comply with all applicable laws and regulations and particularly those relating to gaming, sanitation, public safety, and environmental protection and will permit no nuisance to exist on the Gaming Site.

(8.22) OBJECTIONS/APPROVALS: Any approval requested or required by either party pursuant to terms of this Lease, will be deemed to be approved unless an objection is given within the time as prescribed pursuant to the terms of this Lease.

(8.23) RIGHT OF FIRST REFUSAL: As part of the consideration hereby paid by Lessee to Lessor, Lessor hereby grants unto Lessee a right of refusal to acquire the site in the event of a sale of the same by Lessor. Any offer which Lessor has agreed to accept for the sale of the Gaming Site shall be transmitted to Lessee for consideration. Lessee shall have fifteen days to notify Lessor of whether Lessee intends to exercise its right of first refusal and acquire the Gaming Site on the same terms and conditions as Lessor's other offer in which event Lessee and Lessor shall contract for the sale of the Gaming Site based on the offer tendered to Lessee by

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Lessor. If Lessee fails to respond within said fifteen day period, then Lessee's rights granted by this paragraph shall terminate.

(8.24) Title Commitment/Requirements. Not later than October 15, 2004, Lessee, at Lessee's expense, may obtain a commitment for a leasehold title insurance policy. In the event Lessee objects prior to October 15, 2004 in writing to any matter revealed by the title commitment which renders Lessor's title to the Property less than good and marketable fee simple title (as defined below), Lessor, at Lessor's option and expense, may undertake to cure Lessee's objections. If Lessor chooses not to or is unable to cure Lessee's objections within thirty (30) days after receipt of Lessee's written objections, Lessee may terminate this Lease by a writing delivered to Lessor within fifteen (15) days after such thirty (30) day cure period and receive a full refund of all funds previously paid by Lessee to Lessor. If Lessee does not terminate this Lease within such fifteen (15) day period, Lessee shall be deemed to have accepted the title subject to the objections with no further right to terminate under this Paragraph. Notwithstanding the foregoing, Lessor, at its sole cost, shall be obligated to cure or remove on or before December 31, 2005 all mortgages, deeds of trust, judgment liens, mechanics and materialmen's liens against the property, unless caused by the action of Lessee or its agents, successors and/or assigns, whether or not Lessee objects thereto. In addition, Lessor shall not allow any encumbrances or easements to be placed on or granted with respect to the Gaming Site, other than those existing as of the date hereof, without the prior written consent of Lessee. If any such encumbrances or easements arise prior to the closing and Lessee objects, Lessor shall, at its sole expense, cure the objections, unless said encumbrances or easements are caused by the actions of Lessee or its agents, successors and/or assigns. For purposes of this Agreement, "good and marketable fee simple title" shall mean marketable title, subject only to the following (hereinafter called the "Permitted Exceptions"): (i) the standard or printed exclusions in the standard form of ALTA leasehold policy of title insurance, 1992 Form B, customarily issued by a title insurance company licensed to do business in Mississippi, at its standard rates, which exclusions are not able to be deleted by the reasonable actions or deliveries by Lessor (other than actions or deliveries which require the payment of money); (ii) the lien for taxes not due and payable; (iii) such matters as would be disclosed by a current and accurate survey and inspection of the Gaming Site; (iv) zoning ordinances affecting the Gaming Site; and (v) any matters not objected to by Buyer pursuant to this Paragraph. Included as reasonable actions or deliveries by Lessor shall include but not be limited to: i) such certified resolutions and other documents required by a reputable title company concerning the formation and existence of the trust, authorization of the Trustee to enter into this Lease and the individual or individuals authorized to act on behalf of the Trustee, and ii) such affidavits and indemnity

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agreement typically required by a reputable title company concerning possession, materialmen's liens, etc.

(8.25) Possession: Lessee shall be granted possession of the Premises upon the execution hereof subject to the rights of Lessor's current farm tenant to the Premises for the 2004 crop year. Notwithstanding the rights of Lessor's farm tenant for 2004, Lessee shall have the right during 2004 to enter on to the Premises for purposes of surveying and causing such test to be performed as Lessee deems necessary, required or desirable but on the condition however that Lessee shall be responsible for and pay any and all damages sustained by said farm tenant as a result of Lessee's so doing.

(8.26) OPTION TO PURCHASE: As part of the consideration hereby paid by Lessee to Lessor, Lessor hereby grants unto Lessee an option to purchase the Gaming Site after legal gaming has commenced on the Gaming Site. In the event Lessee exercises its option granted hereby, the purchase price shall be TWENTY FIVE MILLION DOLLARS (\$25,000,000.00) subject to the additional terms below concerning the payment of 4%. Lessee shall give Lessor written notice at least thirty (30) days prior to the proposed closing date which notice shall indicate the proposed closing date and Lessee's intent to exercise the option to purchase the Gaming Site. Lessor will execute a warranty deed and such other applicable documents as are reasonably requested in connection with Lessee obtaining fee simple title to the property including an owner's policy of title insurance without the standard exceptions being contained therein. Notwithstanding the fact that Lessee shall the right to acquire the Gaming Site at anytime after legal gaming operations have commenced, Lessee shall be required to pay Lessor the rent called for Paragraph 3.2 hereof for a minimum of twenty (20) years even if the option is exercised prior to said time, provided however, that Lessee may buy out the remaining term of the Lease at anytime after exercising the Option and acquiring the Premises by paying Lessor an additional Twenty Five Million Dollars (\$25,000,000).

(8.27) Brokers and Agent: The parties represent and warrant to each other that no broker or agent is due a commission from the proceeds of the Closing except as is specifically set forth herein and each hereby 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. Lessor has retained the services of Andrew Murphree and Lessor will pay a commission to Andrew Murphree.

(8.28) First mortgage. Lessor covenants and agrees that it will not execute or enter into any mortgage or deed of trust the lien of which encumbers or is to encumber the Property unless, prior to executing and entering into such mortgage

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or deed of trust, Lessor first obtains the written consent of Lessee. This shall not prevent Lessor from re-financing any existing indebtedness currently outstanding against the Gaming Site.

(8.29) Estoppel Certificate. Lessor shall, without charge, from time to time, within twenty (20) days after written request by Lessee, sign, cause such signature to be acknowledged by a notary public, and deliver to Lessee, or if so directed by Lessee, to any other person or entity specified by Lessee, a statement in writing identifying this Lease and the parties hereto and declaring, as of the date thereof, the following and such other matters as Lessee may require: (i) that this Lease is unmodified and in full force effect (or, if there have been any modifications, stating the modifications); (ii) that no Default has occurred that has not been cured as required by the Lease (or, if there is a current Default, stating the nature of such Default); (iii) that Lessee is not in default of any of the obligations to be performed by Lessee under the Lease (or, if Lessee has defaulted in the performance of any of the obligations to be performed by Lessee, stating the nature of such default); (iv) that there are no existing setoffs or defenses against the enforcement of any of the provisions of this Lease and any modifications hereof upon the part of Lessee to be performed or complied with, and, if so, specifying the same; (v) the dates to which Rent and other charges to be paid under this Lease have been paid by or on behalf of Lessee; (vi) that Lessor has not conveyed, assigned, transferred or delegated any right or duty of Lessor under this Lease, nor has Lessor encumbered or otherwise hypothecated its interest in the Premises except as may be set forth in the statement; and (vii) that any such statement may be conclusively relied upon by Lessee, any existing or proposed mortgagee of Lessee or any other party designated by Lessee.

(8.30) Fill Material: The parties will negotiate in good faith for the Lessee to purchase from Lessor any fill material needed for the development that does not come from the Gaming Site. The cost thereof shall be \$1.00 per cubic yard.

ARTICLE IX EMINENT DOMAIN

(9.1) REPAIR AND RESTORATION: In the event that all or any portion of the Gaming Site shall be taken or threatened to be taken under the power of eminent domain or settlement in lieu thereof for any public or quasi-public use, Lessor promptly shall deliver to Lessee notice thereof. Regarding any condemnation award, the Parties will seek reasonable compensation for the Sites, and the Lessee's improvements and damages, if any, to either the Sites or improvements. Unless terminated pursuant to paragraph (9.2) or (9.3) that follows, this Lease shall remain

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in full force and effect.

(9.2) If any of such property hereby leased is taken by eminent domain or threat of eminent domain before Lessee has made improvements on the premises, Lessor may retain the proceeds of such eminent domain award or settlement for the leased fee estate, conveying that subject to the leasehold estate, leaving condemner or to deal with Lessee solely.

(9.3) If any of such property hereby leased is taken by eminent domain or threat thereof after Lessee has made any improvements on the property, the proceeds of any eminent domain award or settlement will be divided between Lessor and Lessee depending upon the time of taking as follows:

| Period during which taking occurs | Percentage to Lessor | Percentage to Lessee |
|-----------------------------------|----------------------|----------------------|
| First year of term | 10% | 90% |
| Second year of term | 12% | 88% |
| Third year of term | 14% | 86% |
| Fourth year of term | 16% | 84% |
| Fifth year of term or thereafter | 18% | 82% |

(9.4) **TERMINATION BECAUSE OF CONDEMNATION:** Lessee shall have the right to terminate this Lease upon the occurrence of a taking or a threatened taking under the power of eminent domain or settlement in lieu thereof if, as a result thereof, the Gaming Site no longer can be made fit and reasonably acceptable or suitable for the use and occupancy thereof by Lessee for the conduct of its gaming business and hotel/motel business, in which event, Lessee having provided Lessor of its reasons for such unfitness in writing may elect to terminate this Lease by delivery of Notice to Lessor within thirty (30) days after the earlier of (i) Lessor's delivery to Lessee of notice regarding such taking or threatened taking; or (ii) the date on which possession of the Site or portion thereof shall be required by the public or quasi-public body. Upon delivery of any such notice, this Lease shall terminate as of the date on which such possession shall be required by the public or quasi-public body unless otherwise provided in such notice, and Lessee shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of such date of termination.

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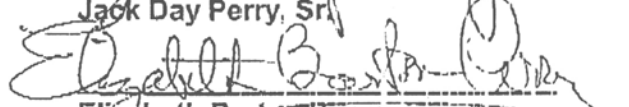
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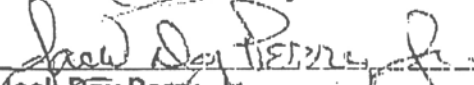
IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by each of their respective authorized representatives as of the day and year first above written.

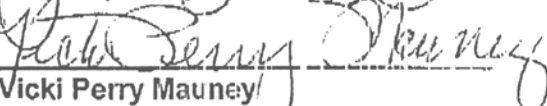
MYRIAD WORLD RESORTS OF
TUNICA, LLC

By 
SCOTT HAWRELECHKO, MANAGER


Jack Day Perry, Sr.


Elizabeth Barton Perry


Jack Day Perry, Jr.


Vicki Perry Mauney

STATE OF MISSISSIPPI
COUNTY OF TUNICA

Personally appeared before me, the undersigned authority in and for said County and State, the above named Jack Day Perry, Sr., who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of April, 2004.

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF TUNICA

Personally appeared before me, the undersigned authority in and for said County and State, the above named Elizabeth Barton Perry, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of April, 2004.

My Commission Expires: _____

STATE OF Mississippi
COUNTY OF Grenada

Personally appeared before me, the undersigned authority in and for said County and State, the above named Jack Day Perry, Jr., who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 30th day of April, 2004.

My Commission Expires: _____

My Commission Expires February 1, 2008

STATE OF Indiana
COUNTY OF Allen

Personally appeared before me, the undersigned authority in and for said County and State, the above named Vicki Perry Mauney, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 4th day of ^{May}~~April~~, 2004.

Don P. Bennett
Notary Public: Don P. Bennett

My Commission Expires: 1-5-2012

PROVINCE
STATE OF ALBERTA
COUNTY OF CANADA

Personally appeared before me, the undersigned authority in and for said County and State, the above named Scott Hawrelechko, the 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 26th day of April, 2004.



Notary Public

My Commission Expires:

At the Pleasure of the Lt Governor

