



**LEGENDS™**  
RESORT & CASINO | ARKANSAS

**BE LEGENDARY.**

EXHIBIT  
60

# A LETTER FROM THE CEO

Arkansas State Racing Commission  
1515 W. 7th St., Suite 505  
Little Rock, AR 72203

**Dear Arkansas State Racing Commission & Staff,**

On behalf of the team at Cherokee Nation Businesses (CNB), we are pleased to submit our application for a casino gaming license, along with our plans for a world-class economic development project in Pope County, anchored by Legends Resort & Casino Arkansas.

The development will include a casino, hotel and associated amenities, food and beverage offerings and a multipurpose space to accommodate meetings, conferences, concerts and special events. The development also will feature an outdoor entertainment venue and a family water park, along with an RV and dog park.

Our proposed \$225 million investment in Pope County will create good-paying jobs, boost local tourism and provide significant tax revenue for many years to come. The project's economic impact for the state of Arkansas over the next 10 years is estimated to be more than \$5 billion.

CNB helped pioneer the hospitality and gaming industry in Oklahoma. Throughout our 30-year history, we have succeeded by doing business the right way — through careful and thoughtful planning, building partnerships and always honoring our commitments. Our culture of success and innovation has led to rapid growth, and our commitment to ethical operations has earned the respect of our industry partners.

CNB is a financially sound operator that follows through on its promises. This is why we place such a heavy emphasis on trust, transparency and developing relationships with state and local officials, community leaders and the people of Pope County.

Towards building those relationships, CNB has established a Legends Resort & Casino office in downtown Russellville. Open to the public, the office welcomes visitors of all opinions on the future of gaming in Arkansas. We make it a point to hear their voices, because our goal is to serve all Pope County residents, not merely those who favor our proposal.

For this project, we are proud to introduce our strategic consultant — Legends — an organization with unparalleled industry knowledge, having worked with some of the world's greatest professional sports teams, collegiate partners, live events and venues including AT&T Stadium in Dallas, Texas, the Ultimate Fighting Championship and Live Nation amphitheatres.

Together with Legends, we have identified unique and innovative ways to elevate the

guest experience and overall offerings for our proposed project.

The key characteristics below, which are detailed further in our application, illustrate why we are "The Operator of Choice for Pope County."

- Respected Gaming Owner & Operator
- The Strength of an Iconic Sports & Entertainment Consultant
- Financial Powerhouse with No Debt
- Committed to Long-term Success in Pope County
- Immediate Driver of Tourism & Recurring Tax Revenue

The residents of Pope County deserve the best. We plan to bring it.

That's why we have entered into a binding economic development agreement with Pope County, which will provide more than \$38 million to various municipalities, fire protection districts and agencies once the license is awarded. Additionally, CNB has received a resolution of support from the Pope County Quorum Court and letters of support from Pope County Judge Ben Cross and Dover Mayor Roger Lee, along with a resolution of welcome and a resolution for city services from the Russellville City Council.

CNB also is presenting two viable sites in Pope County where the resort can be developed. The first option is located along Hob Nob road near Russellville and the second is located in Dover along highway AR-7.

The future of Pope County is bright, and CNB is proud to be part of it.

We look forward to continuing this conversation and reinforcing what makes CNB "The Operator of Choice for Pope County."

Sincerely,



**Chuck Garrett**

Chief Executive Officer

Cherokee Nation Businesses

# APPLICATION

APPLICATION FOR CASINO LICENSE

1. **Legal Name of Casino Applicant:** Legends Resort & Casino, LLC
  
2. **Physical Address of the Casino Applicant:** 777 West Cherokee Street, Catoosa, Oklahoma 74015
  
3. **Physical Address of the Proposed Casino:** OPTION A; HOB NOB ROAD: The casino will be situated northeast of Russellville on land located just north of Interstate 40 between the Weir Road exit to the west and Bradley Cove Road to the east. Cherokee Nation Businesses controls 130+/- acres at this location. This rural property has not been assigned a mailing or 911 address at this time. OPTION B; DOVER, AR: Two site parcels have been secured in Dover as viable casino locations. The southernmost location is located along highway AR-7, north of Linker Mountain road and east of Music lane. The company controls 30.5 +/- acres at this southernmost location. The second parcel is located on the east side of highway AR-7 and is north of Morgan road and west of Slabtown road. The company controls 70.5 +/- acres at this eastern location. Both of these properties have not been assigned a mailing or 911 address at this time.
  
4. **List the name, address, and date of birth of each officer/owner of the casino applicant:**  
See Company Officers and Drivers Licenses tab.  
Cherokee Nation Businesses, LLC is the sole member of Legends Resort & Casino, LLC. The Board of Directors serve as the Manager of Cherokee Nation Businesses, LLC and the Officers provide day-to-day direction and control of operations. The Chief of the Cherokee Nation is Charles Hoskin, Jr.
  
5. **Attach a photocopy of a valid, unexpired driver's license or a valid, unexpired U.S. passport for each of the casino applicant's owners, board members, and officers evidencing that they are over the age of twenty-one. See Company Officers and Driver Licenses.**
  
6. **Do you certify that the casino will operate in compliance with any zoning restrictions enacted by the city, town, or county in which the proposed casino will be located?**  

Yes  No
  
7. **Do you certify that the casino applicant, owners, shareholders, board members and officers have never had a casino license revoked in any state?**  

Yes  No
  
8. **Do you certify that the casino applicant, owners, shareholders, board members and officers have never been convicted of a disqualifying felony offense as defined in the Arkansas Racing Commission Casino Gaming Rules?**  

Yes  No

9. Do you certify that the casino applicant, if an individual, is not a county judge, mayor or quorum court member who issued a letter of support or voted in favor of a letter of support for the casino applicant?

Yes X No \_\_\_\_\_

10. Attach consents for criminal background checks for each owner, board member, and officer of the casino applicant. Use Arkansas State Police Form 122, which can be found at the following link: [https://static.ark.org/asp/pdf/asp\\_122.pdf](https://static.ark.org/asp/pdf/asp_122.pdf). See Background Consent and Fingerprints.

11. Attach a detailed explanation of the casino applicant's:

a. Experience conducting casino gaming;

See Detailed Explanation tab.

b. Timeline for opening a casino;

See Detailed Explanation tab.

c. Proof of financial stability and access to financial resources, including but not limited to sources of financing immediately available to begin building and operating a casino; and

See Detailed Explanation tab.

d. Plans for the applicant's proposed casino, including hotel, amenities, projected number of employees, and any other information the casino applicant deems relevant.

See Detailed Explanation tab.

12. Attach either a letter of support from the county judge or a resolution from the quorum court in the county where the proposed casino is to be located and, if the proposed casino is to be located within a city or town, also attach a letter of support from the mayor in the city or town where the casino applicant is proposing the casino to be located. See Letter of Support Tab.

13. Attach a check for the application fee in the amount of \$250,000 made payable to the State of Arkansas. In the event the casino applicant is not successful in obtaining a casino gaming license, one-half (50%) of the application fee shall be refunded to the casino applicant. See Check (Enclosed).

I, Chuck Garrett, certify that the information provided in this form and its attachments are complete and accurate.

Signed this 15th day of January, 2020.

By: \_\_\_\_\_

Title: Chief Executive Officer

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



## NOTICE TO CASINO GAMING LICENSE APPLICANTS

The Commission, or a designated Committee of the Commission, shall examine all applications submitted for a casino gaming license under Amendment 100 and the Casino Gaming Rules. All applicants shall appear before the Commission for an interview and review of the information submitted in the application for a casino gaming license. The Commission shall select the most qualified applicant based upon the following factors:

- 1) Experience in the casino gaming industry;
- 2) Proof of the casino applicant's financial stability and ability to secure financing for the proposed casino and amenities;
- 3) The details of the casino applicant's plans for the casino in Pope / Jefferson counties, including plans for a hotel and other amenities, and the details for the type of casino gaming and sports wagering proposed to be offered by the applicant.
- 4) Timeline for construction and opening of the casino and proposed amenities.

5 - COMPANY OFFICERS  
AND DLs

**LEGENDS RESORT & CASINO  
List of Officers**

|   |
|---|
| <b>Legends Resort &amp; Casino, LLC</b>       |
| Sole Member – Cherokee Nation Businesses, LLC |

| <b>Legends Resort &amp; Casino, LLC<br/>List of Officers</b> |                                     |
|--|-------------------------------------|
| Chuck Garrett  | President & Chief Executive Officer |
| Shawn Slaton   | Executive Vice President            |
| Robert A. Huffman, Jr.                                       | Secretary/Chief Legal Officer       |
| Doug Evans   | Treasurer/Chief Financial Officer   |

| <b>Cherokee Nation Businesses, LLC<br/>Board of Directors</b> |              |
|---|--------------|
| Jerry Holderby  | Board Member |
| Gary Cooper   | Board Member |
| Mike Watkins  | Board Member |
| Brent Taylor  | Board Member |
| Tommye Sue Wright   | Board Member |
| Christopher Carter  | Board Member |
| Shaun Shepherd  | Board Member |
| Dan Carter  | Board Member |
| Darrelld "Deacon" Turner                                      | Board Member |
| Bob Berry   | Board Member |
| Buck George   | Board Member |
| Lynna Carson  | Board Member |

| Cherokee Nation Businesses, LLC<br>List of Officers |                                       |
|---|---------------------------------------|
| Bill John Baker                                     | Executive Chairman                    |
| Chuck Garrett                                       | President and Chief Executive Officer |
| Shawn Slaton  | Executive Vice President              |
| Robert A. Huffman, Jr.                              | Secretary/Chief Legal Officer         |
| Doug Evans  | Treasurer/Chief Financial Officer     |

| Other Gaming Executives |   |
|-------------------------|---|
| Mark Fulton             | Chief Operating Officer of Cherokee Nation Entertainment              |
| Stephanie Cipolla       | Chief Human Resources Officer   |
| Gary Weddell            | Sr. VP, Casino & Retail Operations                                    |
| Molly Jarvis            | Sr VP Shared Services, Marketing, Communication & Culture and Tourism |
| Shella Bowlin           | Senior Director, Strategy & Analytics                                 |
| Jennifer Provence       | VP Corporate Casino Marketing   |

Oklahoma  
Driver License



GARRETT,  
CHARLES LANGLEY



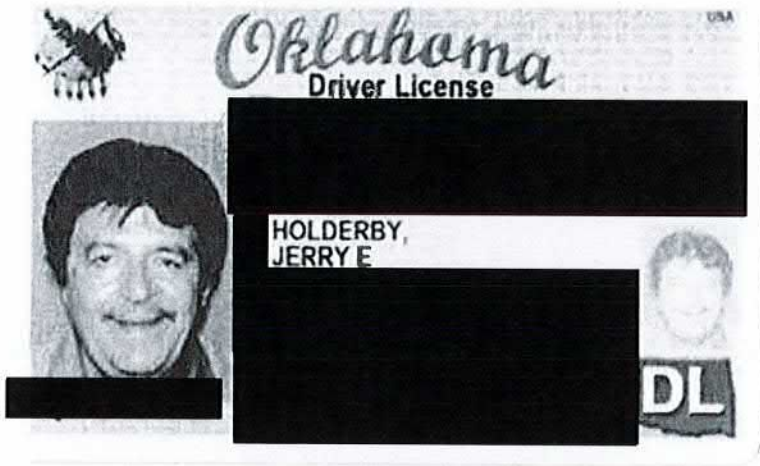
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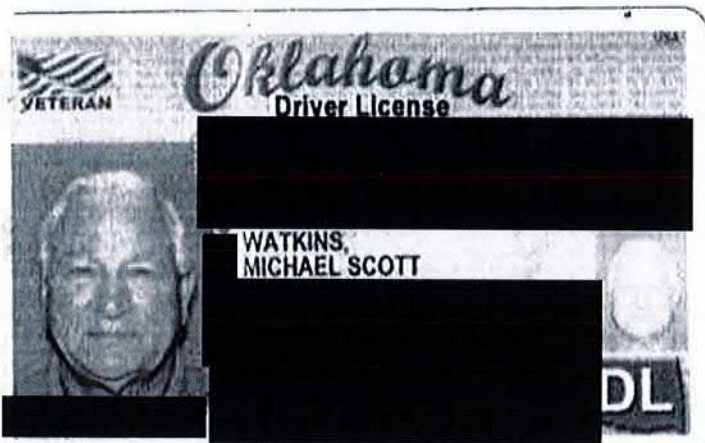


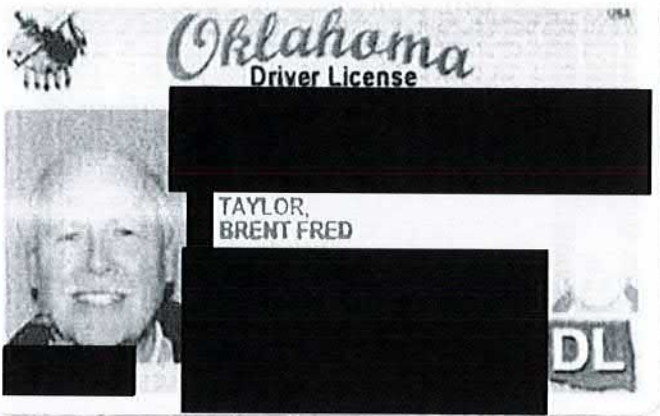


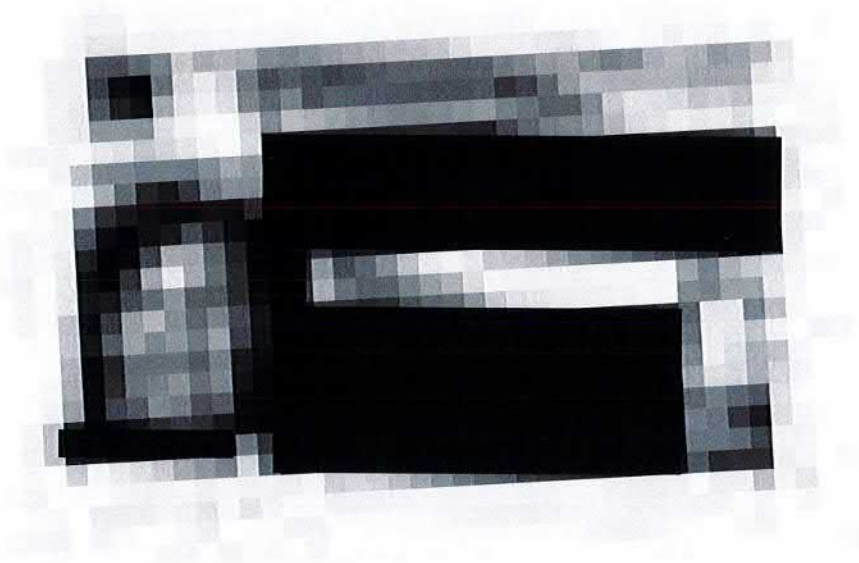


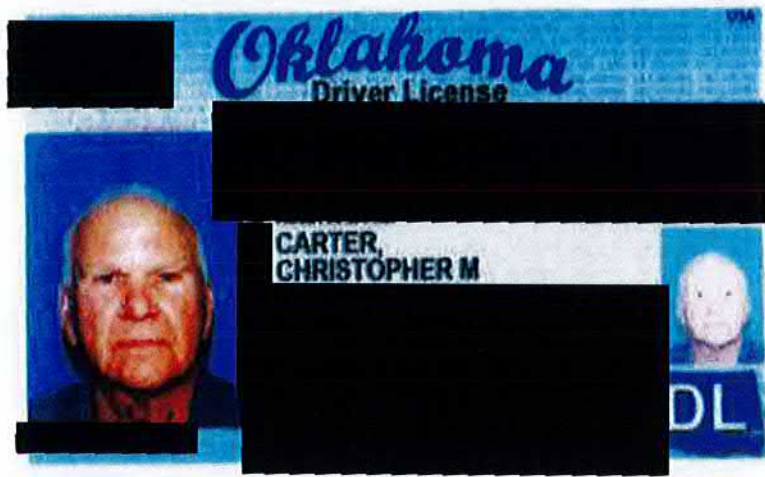


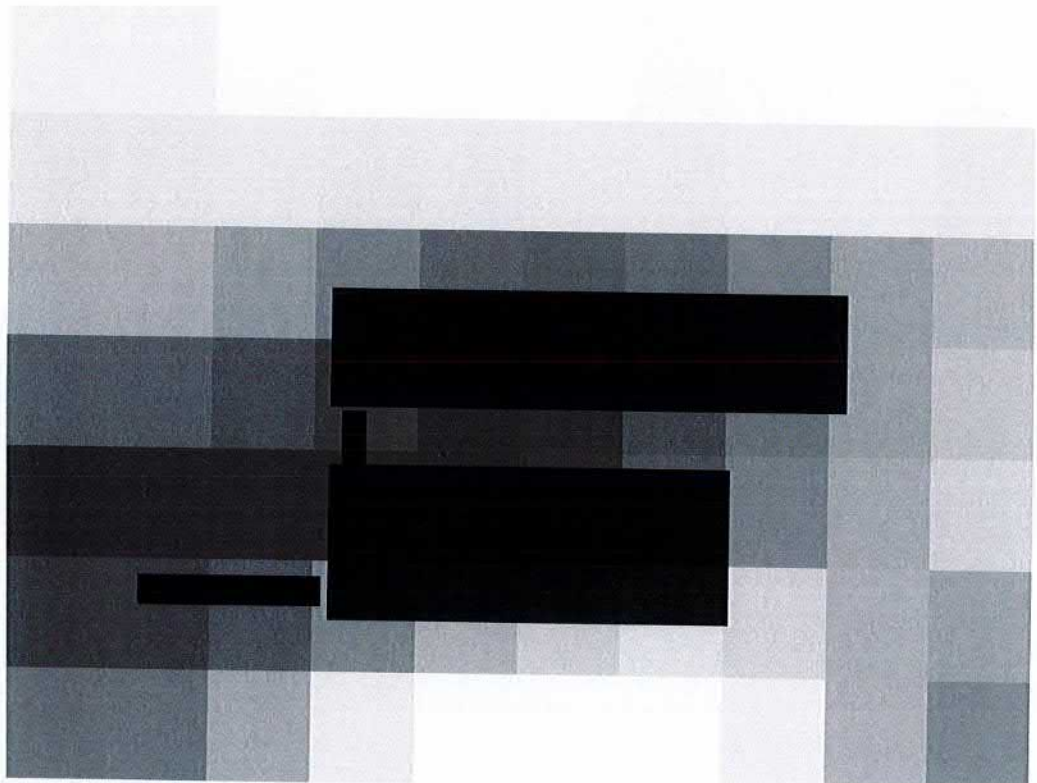


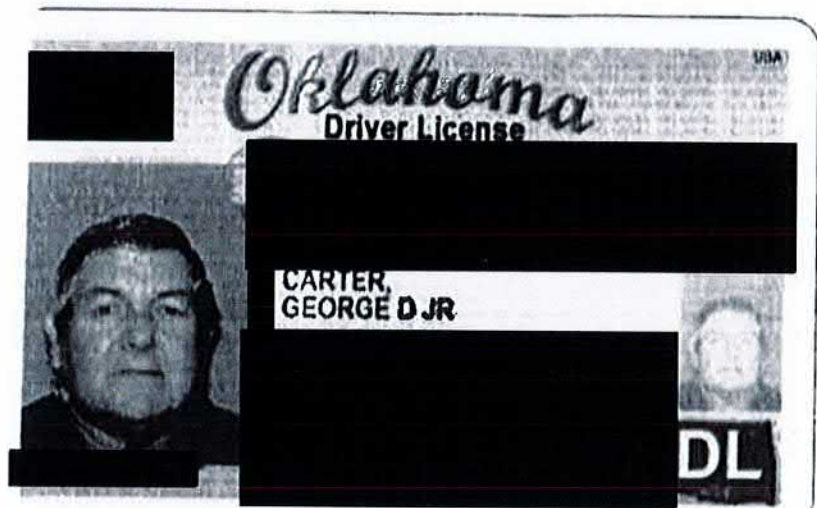




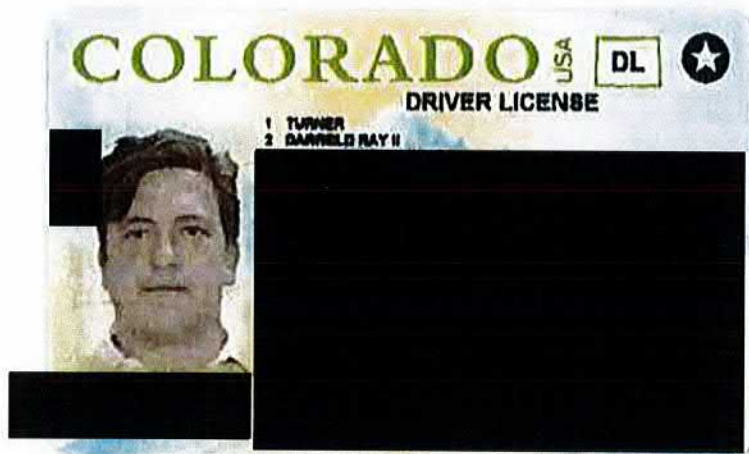


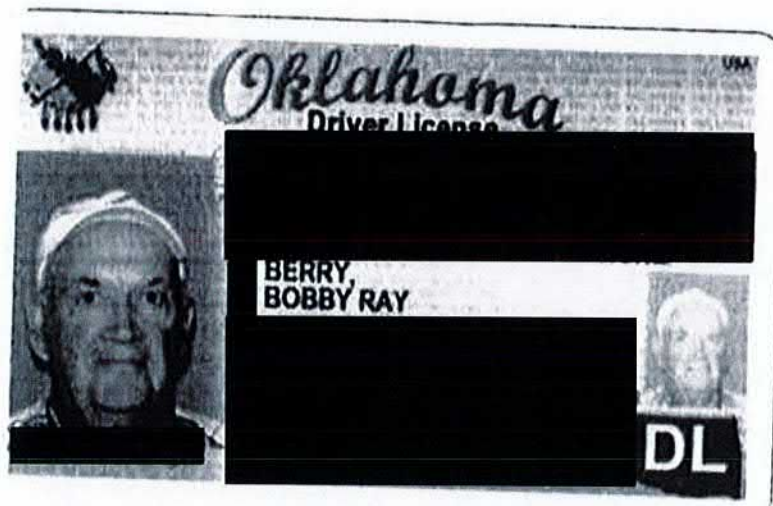


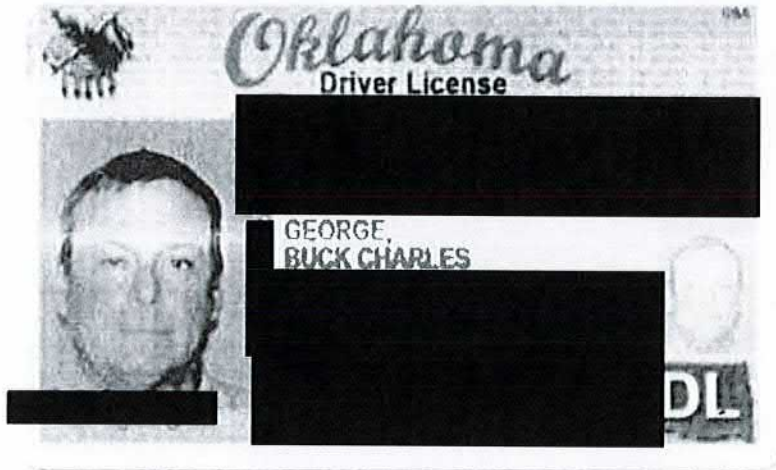
















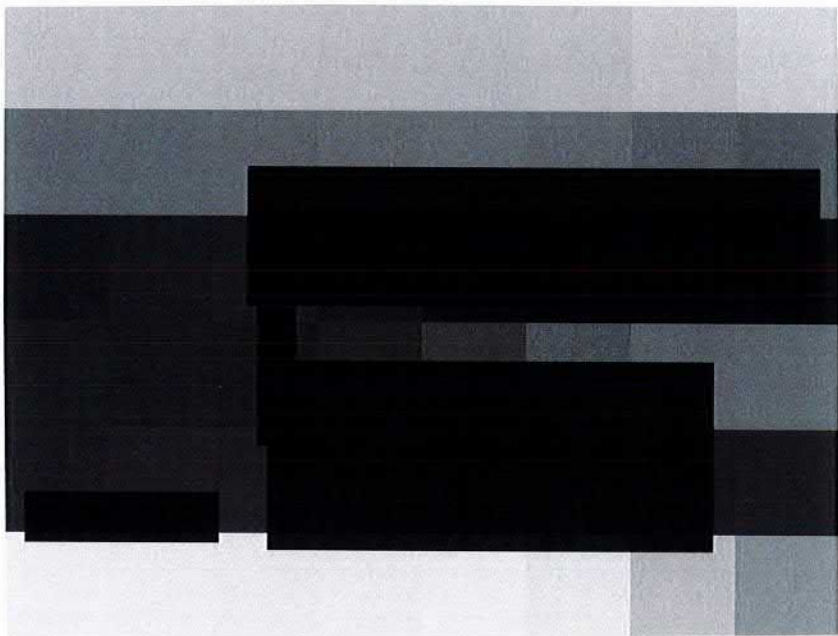














# 11 - DETAILED EXPLANATION





**LEGENDS™**  
RESORT & CASINO | ARKANSAS

**BE LEGENDARY.**

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**LEGENDS™**  
RESORT & CASINO | ARKANSAS

## EXECUTIVE SUMMARY

Cherokee Nation Businesses (CNB) is pleased to submit its plan to the Arkansas State Racing Commission for a world-class economic development project in Pope County – Legends Resort & Casino.

This stunning \$225 million investment will attract visitors from across the region and bring legendary entertainment to Pope County.

Throughout CNB's 30-year history in gaming operations, it has achieved success through doing business the right way — by honoring partnerships, thoughtful planning and following through with its commitments.

CNB is deeply rooted in Arkansas and shares a communal connection to its people and heritage.

In the past 10 years, CNB has purchased more than \$83 million in goods and services from local Arkansas vendors. It also employs 200 Arkansas residents and already provides entertainment options for more than 275,000 individuals across the state.

In September, CNB opened a Legends Resort & Casino office in downtown Russellville. Located at 116 S. Commerce Ave., the staffed-facility is a resource for residents of Pope County who are eager to learn more about the project.

Since the opening, the Legends staff has welcomed thousands of visitors through our doors and has continued to meet new people every day.

CNB also has had the opportunity to sponsor local nonprofits, events and activities throughout the River Valley. Over the past 100 days, the Legends brand has become synonymous with service and community partnerships.

This commitment is solidified through the \$38 million economic development agreement with Pope County. CNB also has received all necessary letters of support, including a resolution from the Pope County Quorum Court and letters of support from Pope County Judge Ben Cross and Dover Mayor Roger Lee.

Furthermore, in order to bring the best entertainment options to Arkansas, CNB entered into a consulting agreement with Legends – a global leader in designing, planning and realizing exceptional experiences in sports, entertainment and leisure — founded by the Dallas Cowboys and the New York Yankees.

This strategic advantage, along with our commitment to the community, positions CNB as the operator of choice for Pope County.

From luxury resort-style entertainment, to family fun at the water park and the excitement of year-round concerts, this \$225 million investment will offer "Something for Everyone," through the following amenities:

- Casino & Sportsbook
- Dining Venues
- Hotel & Spa
- Meeting & Conference Center
- Resort Pool
- Outdoor Music Venue
- Outdoor Water Park
- RV & Dog Park

In addition, throughout this proposal, CNB will demonstrate the key characteristics needed to operate a gaming facility in Pope County, outlined as follows:



## **A RESPECTED GAMING & ENTERTAINMENT OPERATOR**

30-year History, 10 Facilities

Never Closed a Facility or Performed Layoffs

Never Defaulted on a Loan or Project Debt

Supportive of Local Horse Racing; Track & Training Facility Owner

Seasoned Construction Management Team

Experienced Hospitality Amenities Developer

Successful Gaming Consulting Company Owner

Experienced Leadership Team with More than 100 Years of Combined Gaming Experience

Committed to Key Operational Priorities:

- Safety & Security
- Responsible Operations
- Buying, Hiring & Sourcing Locally
- Employer of Choice
- Community Improvement



## **AN ICONIC SPORTS & ENTERTAINMENT, EVENTS & HOSPITALITY EXPERIENTIAL CONSULTANT – LEGENDS**

An Industry-leading Sports, Entertainment & Hospitality Agency  
Operates the Two Most Successful Venues in the United States

### **A FINANCIAL POWERHOUSE**

More than \$1 B in Assets  
2018 Annual Revenues: \$1.1 B  
Operating Debt-free  
Cash-on-Hand in Excess of Amount Needed for the Entire Project  
Immediate Access to \$150 MM in Credit, with the Ability to Upsize to \$500 MM

### **COMMITTED TO LONG-TERM SUCCESS IN POPE COUNTY**

Offering a Legendary Economic Development Plan Valued at \$225 MM  
10-year Economic Impact Statewide: \$5 B+

### **IMMEDIATE DRIVER OF TOURISM & TAX REVENUE**

Resort & Casino Anticipates Being Operational in 18 Months after a License  
is Issued & All Permits are Received & Potential Litigation Resolved

Resort & Casino Projects More than 1.1 MM Annual Guest Visits

Projected Tax Revenues over the Course of the 10-year License:

- \$21-\$31 MM for the Arkansas State Racing Commission
- \$49-\$67 MM for Pope County Communities
- \$131-\$246 MM for the State of Arkansas

As you will learn throughout this application, Cherokee Nation Businesses is more than just a gaming operator — it's a dedicated and trustworthy community partner with the experience needed to make this economic development plan a success.

We invite you to find out how our partnership makes us "The Operator of Choice for Pope County."

A.  
EXPERIENCE  
CONDUCTING  
CASINO GAMING

# I. WHO WE ARE

## ABOUT CHEROKEE NATION BUSINESSES

Cherokee Nation has owned and operated businesses since 1969 and entered into the gaming and hospitality market nearly 30 years ago. Today, Cherokee Nation's business operations are owned by Cherokee Nation Businesses (CNB) — an independent, board-governed holding company. CNB owns 35 companies in industries such as gaming and hospitality, information technology, health sciences, construction, consulting, aerospace & defense and telecommunications. Its core competencies are gaming and federal contracting. CNB has more than 7,000 employees in 47 states, 25 countries and two U.S. provinces. In 2018, annual revenues were \$1.1 billion.

CNB's gaming and hospitality properties are operated by Cherokee Nation Entertainment (CNE), one of the largest, most successful and financially stable tribal businesses in the country.



### HOSPITALITY DIVISION

- 10 casino properties
- 10 MM+ annual guest visits
- 8 K+ gaming positions
- 4 K+ employees

### FEDERAL CONTRACTING DIVISION

- 32 LLCs (several Tribal 8(a) certified)
- \$4 B+ in contract wins since 2012
- 60+ federal agencies served
- 3 K+ employees worldwide

## ABOUT LEGENDS

As a strategic consultant to CNB, Legends will provide its world-class expertise and create an unforgettable entertainment and hospitality experience.

Founded in 2008, Legends is a holistic experiential services agency with more than 1,500 full-time and 30,000 seasonal team members globally. Legends has three core divisions operating worldwide: Global Planning, Global Sales and Hospitality, offering clients and partners a 360-degree platform to elevate their brand and execute their vision. Currently, Legends works with marquee clients across business verticals including professional sports; collegiate; attractions; entertainment; and conventions and leisure. We are the industry leaders in designing, planning and realizing exceptional experiences in sports and entertainment.

With strong ties to Arkansas, Legends was honored to serve as project manager for the major renovation of Donald W. Reynolds Razorback Stadium at the University of Arkansas.



## CLIENT SNAPSHOT



# II. RESPECTED GAMING OPERATOR

For nearly 30 years, CNB has operated gaming and hospitality venues in Oklahoma. This rich history dates back to April 8, 1989, when the Cherokee Nation Tribal Gaming Act was passed. The act included regulation of gaming by the Cherokee Nation Gaming Commission to ensure gaming is conducted fairly and honestly by the tribe, its agents and players. In 2005, CNB expanded into commercial gaming at Will Rogers Downs and is subject to regulations and oversight by the Oklahoma Horse Racing Commission and the state of Oklahoma.

**In Arkansas, CNB's commitment to responsible gaming will be no different. Once the license is awarded, Legends Resort & Casino, LLC will be subject to all Arkansas State Racing Commission rules and regulations as well as local and state laws and taxes.**

CNB opened its first gaming facility in Roland, Oklahoma, on Nov. 9, 1990. The facility originally was 18,000 square feet and employed 64 people – now, that facility is more than 320,000 square feet and employs nearly 500. On Sept. 25, 1993, CNB opened a gaming facility in Catoosa, Oklahoma, which in 2004 became Oklahoma's first gaming resort destination, including a casino, hotel, restaurants, meeting and conference spaces and a golf course. In 2009, this location was expanded and transformed into Hard Rock Hotel & Casino Tulsa.

Today, CNB's gaming operations have grown to include 10 casinos and associated hospitality amenities, including restaurants, entertainment venues, a spa, retail shops, convenience stores, golf courses, a cultural tourism program, tourist welcome centers, museums, hotels, a horseracing track & equine training facility and an RV campground.

**In Nov. 2009, the Choctaw Nation terminated operations at Blue Ribbon Downs, the oldest horse racing track in Oklahoma. In Dec. 2009, CNB purchased the property and has since utilized it as an equine training facility – reviving the industry in southeastern Oklahoma. CNB has been formally endorsed by the Oklahoma Horse Racing Commission for this project and has been a committed and dedicated partner for more than a decade.**

Across its gaming properties, CNB hosts more than 10 million annual guest visits and operates more than 7,000 gaming machines, 95 table games, 710 hotel rooms, 98,000 square feet of convention and meeting space, 40 food and beverage offerings, three golf courses and 400 KOA RV spots – all housed in 2.8 million square feet of facility space.

In addition, CNB owns and operates Cherokee Nation Hospitality Consulting, a strategic gaming and hospitality consulting business.

## ENTERTAINMENT POWERHOUSE

|  |                          |                                      |                                  |                                       |   |
|--|--------------------------|--------------------------------------|----------------------------------|---------------------------------------|---|
| <b>10</b><br>Gaming Properties         | <b>4 K+</b><br>Employees | <b>10 MM+</b><br>Annual Guest Visits | <b>7 K+</b><br>E-Games           | <b>95</b><br>Table Games & Poker      | <b>710</b><br>Hotel Rooms                       |
| <b>40</b><br>Food & Beverage Offerings | <b>3</b><br>Golf Courses | <b>400</b><br>KOA RV Spots           | <b>3</b><br>Simulcast Operations | <b>2.8 MM</b><br>SF of Facility Space | <b>98 K</b><br>SF of Convention & Meeting Space |

## CASINO MARKET STRATEGY

When considering new casino locations, CNB strategically analyzes and reviews the following components:

- Internal & External Market & Feasibility Studies
- Strategic Facility Location near Key State Highways or Interstate Highways
- Population Density of Nearby Communities
- Market-based & Customer-based Focus Groups
- Strategic Analysis of Competitors & Casino Product Assessment

By following this strategy, CNB has created casino products based on market size with master planning always at the forefront for future growth.

| Location                                    | Employees | Annual Guest Visits | E-Games | Hotel Rooms | Facility SF |
|---|-----------|---------------------|---------|-------------|-------------|
| <b>LARGE MARKET</b>                         |           |                     |         |             |             |
| Hard Rock Hotel & Casino Tulsa              | 1,600     | 3.7 MM              | 2,400   | 450         | 1.4 MM      |
| Cherokee Casino & Hotel West Siloam Springs | 750       | 1.6 MM              | 1,475   | 140         | 740 K       |
| Cherokee Casino & Hotel Roland              | 500       | 1.2 MM              | 900     | 120         | 325 K       |
| <b>MEDIUM MARKET</b>                        |           |                     |         |             |             |
| Cherokee Casino Tahlequah                   | 220       | 610 K               | 525     | -           | 95 K        |
| Cherokee Casino Fort Gibson                 | 140       | 620 K               | 480     | -           | 30 K        |
| Cherokee Casino Ramona                      | 150       | 430 K               | 450     | -           | 30 K        |
| Cherokee Casino Grove                       | 170       | 440 K               | 390     | -           | 40 K        |
| <b>SMALL MARKET</b>                         |           |                     |         |             |             |
| Cherokee Casino South Coffeyville           | 120       | 330 K               | 300     | -           | 20 K        |
| Cherokee Casino Sallisaw                    | 130       | 460 K               | 240     | -           | 30 K        |
| Cherokee Casino Will Rogers Downs           | 190       | 350 K               | 250     | -           | 60 K        |

## MARKET-LEADING BRANDS

CNB uses strategic branding that reflects the character of the local community to develop its new casino models. Currently, CNB's facilities operate under two brands: Hard Rock Hotel & Casino Tulsa and Cherokee Casino. These facilities feature restaurants like Toby Keith's I Love This Bar & Grill and offer guests a wide range of amenities. Legends Resort & Casino will be the newest addition to the company's family of brands.



## WORLD-CLASS ENTERTAINMENT

Across all of CNB's facilities, guests can enjoy local, regional and national entertainment acts such as Reba McEntire, Journey, Lynyrd Skynyrd, Blake Shelton, Willie Nelson, Hank Williams Jr. and many more. These important connections in the world of entertainment are leveraged across all of its affiliated venues.



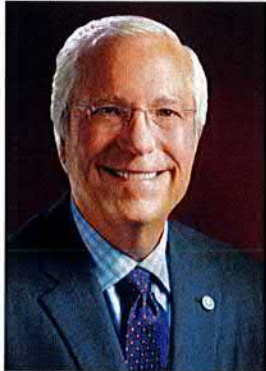
## AWARD-WINNING GUEST SERVICE

The company is committed to providing a superior guest experience each and every time someone walks through its doors. CNB's facilities have won numerous awards for guest service and routinely are highly ranked by TripAdvisor, AAA, U.S. News & World Report and other organizations.



## KEY LEADERSHIP

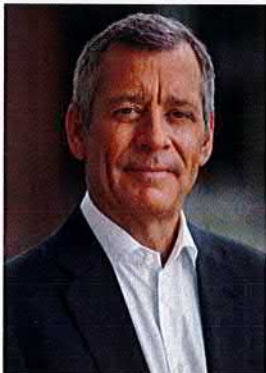
With more than 100 years of combined experience in the gaming and hospitality industries, CNB's executive management team understands what it takes to create and operate entertainment facilities for local and regional markets.



### **BILL JOHN BAKER**

EXECUTIVE CHAIRMAN

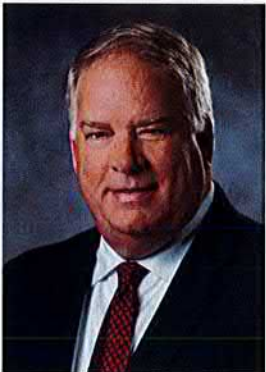
Bill John Baker served as Principal Chief of Cherokee Nation from 2011 to 2019, where he worked with various local, state and federal government officials. Baker also spent 12 years serving on the Council of the Cherokee Nation. As executive chairman of Cherokee Nation Businesses, Baker serves as ambassador to the larger business community and the federal government and is the senior-most advisor to CNB's board of directors.



### **CHUCK GARRETT**

CHIEF EXECUTIVE OFFICER

Chuck Garrett has more than 25 years of experience in the legal, banking and commercial real estate industries, as well as serving in senior management roles at several large corporations. Garrett joined CNB in 2013 and currently serves as chief executive officer, working with CNB's board of directors to set the vision, direction and strategy for the company. Prior to this role, he served as executive vice president.



### **SHAWN SLATON**

EXECUTIVE VICE PRESIDENT

Shawn Slaton has more than 20 years of experience working with tribal governments and their various enterprises. Slaton began his career in the oil and gas industry. He later transitioned into public accounting, where he specialized in asset management and finance. At CNB, Slaton has served in various roles since 1997, including chief executive officer, executive vice president and chief financial officer.



### **DOUG EVANS**

CHIEF FINANCIAL OFFICER

Doug Evans serves as the chief financial officer overseeing all fiscal areas of Cherokee Nation Businesses. Evans brings more than 30 years of experience in financial reporting and analysis, treasury management, operational budgeting, strategic capital planning, problem-solving and supply-chain management. Evans works closely with the executive leadership team and the board of directors in setting strategic company policy and direction.





**MARK FULTON**

CHIEF OPERATING OFFICER

Mark Fulton has more than 25 years of experience in the gaming and hospitality industry. Fulton joined Cherokee Nation Businesses in 2007, coming from Tunica, where he oversaw the purchase, rebranding and operations of Harrah's and Bally's Tunica for Resorts Destinations Inc. Fulton's immediate responsibilities are leading the casino, racing, hotel and retail operations for CNB, which include 10 casinos, three hotel properties, two retail convenience/fuel stores and three golf courses.



**GARY WEDDELL**

SENIOR VICE PRESIDENT OF CASINO & RETAIL OPERATIONS

Gary Weddell joined Cherokee Nation Businesses in 2004 as a senior project manager of construction services, and quickly became the general manager of Cherokee Casino & Resort before its 2009 rebranding to Hard Rock Hotel & Casino Tulsa. Prior to joining CNB, Weddell spent 23 years as a district manager with Walmart. In his current role, Weddell oversees the operations of 10 casinos throughout northeast Oklahoma.



**JENNIFER PROVENCE**

VICE PRESIDENT MARKETING

Jennifer Provence has more than 15 years of experience in the gaming and hospitality industry, including roles at both MGM Resorts and Caesars Entertainment. Provence joined Cherokee Nation Businesses in 2016 and currently serves as vice president of Corporate Casino Marketing, implementing overall marketing strategies and programs across 10 brands.



## **STEPHANIE CIPOLLA**

CHIEF HUMAN RESOURCES OFFICER

Stephanie Cipolla joined Cherokee Nation Businesses in 2016 and currently leads the company's Human Resources function. She is responsible for strategy, compensation, benefits, leadership development, staffing, analytics, training and employee relations. Prior to joining CNB, Cipolla spent 25 years with the energy company Williams, and was vice president of Human Resources at the time she left to join to CNB.



## **ROBERT HUFFMAN**

CHIEF LEGAL OFFICER

Robert Huffman joined Cherokee Nation Businesses in 2004 and has served as the chief legal officer and a member of the executive leadership team since joining the company. Huffman has been a practicing attorney for 42 years and holds a Martindale-Hubbell AV Preeminent Peer Review Rating. Huffman has extensive experience in legal matters including corporate, regulatory and gaming law.



## **MOLLY JARVIS**

SENIOR VICE PRESIDENT MARKETING

Molly Jarvis joined Cherokee Nation Businesses in 2002 and has more than 25 years of experience in casino and brand marketing. Jarvis was responsible for developing, implementing and managing the overall marketing and sales strategy for CNB, including the brand transition from Cherokee Casino Resort to Hard Rock Hotel & Casino Tulsa in Aug. 2009. Prior to joining CNB, Jarvis held several positions with Williams Communications.



## **SHELLA BOWLIN**

SENIOR DIRECTOR OF STRATEGY

Shella Bowlin joined Cherokee Nation Businesses in 2004 and has more than 20 years of experience in multi-project management, market trend review and risk assessment. Prior to joining CNB, Bowlin was an industrial engineering manager at Continental Airlines (now United), as well as an industrial engineer at American Airlines. Bowlin's current responsibilities include process improvement, cost controls, operational streamlining and data processing.

## COMMUNITY ADVOCATES

CNB helped pioneer the gaming industry in Oklahoma. Its culture of success and innovation has led to rapid growth and has firmly positioned the company as a respected gaming operator. Its commitment to doing business the right way has resulted in countless long-term community partnerships which positively impact local and regional economies. Stability and prudent investments have been a cornerstone of this success.

**In its 30 years of gaming and hospitality operations, CNB has never closed a facility or laid off employees. When it joins a community, CNB is committed to staying there. Because of this dedication, local leaders praise CNB for the positive impact generated in their communities.**



"If [CNB] came to us again today and was starting over from scratch to put in a new facility, I don't think there would be any hesitation with the Oklahoma Horse Racing Commission or the state of Oklahoma."

### **JOE LUCAS**

CHAIRMAN, OKLAHOMA HORSE RACING COMMISSION



"Every year their contributions to the economy, their investment, the jobs they created just grew and grew and grew. You also want to know that they're going to be above board and honest, and that is our experience with Cherokee Nation."

### **MARY FALLIN**

FORMER GOVERNOR, OKLAHOMA



"I'd say our relationship is excellent and it's not something that evolved to excellent, they set out from the beginning to be good corporate partners."

**DENNIS LARSEN**

DEPUTY CHIEF, TULSA POLICE DEPARTMENT



"I know what we've experienced in Rogers County, and our relationship, if it was shown on screen to the whole wide world – it's something that I'd be proud of."

**SCOTT WALTON**

SHERIFF, ROGERS COUNTY, OKLAHOMA



"They've been wonderful partners, I couldn't ask for a better partner for our town."

**ELAINE CARR**

MAYOR, WEST SILOAM SPRINGS, OKLAHOMA

# III. GAMING OPERATIONS

Through the experience of its leadership team, CNB has created a unique operational lens that focuses on the following principles:

- Prioritizing safety & security first
- Managing responsible operations
- Buying, hiring & sourcing locally
- Taking pride in being the employer of choice
- Listening & responding to community needs

## **SAFETY & SECURITY**

CNB's top priority is maintaining a safe, secure and fun environment for employees, guests and the community. CNB is proud of its partnerships with law enforcement and actively collaborates with local and federal investigators, theft prevention and crime intelligence organizations. CNB also utilizes advanced security techniques, such as facial and license plate recognition, gunshot detection, social media monitoring and intelligent access control systems within all of its properties.

Traditional security deployments include: licensed security staff dedicated to the casino floor, hotel areas and parking lots; additional security staff for special events and concerts; metal detectors and K9 units for added security; and utilization of off-duty law enforcement for increased uniform presence when needed.

All of CNB's security staff are trained in first aid, CPR and the use of AEDs.

## **RESPONSIBLE OPERATIONS**

CNB team members also ensure casinos meet stringent compliance requirements, and guests enjoy a safe environment while engaging in responsible gaming.

All CNB-owned casinos participate in the Smart Play OK program sponsored by the Oklahoma Association on Problem & Compulsive Gambling (OAPCG). The organization's mission is to increase the general public's awareness of problem and compulsive gambling, enhance the availability and quality of treatment services for problem gamblers and their families, ensure the quality of education and prevention programs for all citizens of Oklahoma, and provide support to the National Council on Problem Gambling.

Over the past three years, CNB voluntarily has contributed nearly \$400,000 to the OAPCG, funding education pertaining to the nature of problem or compulsive gambling behavior and supporting programs designed to assist those individuals and their families. CNB's casino properties also participate in the OAPCG's self-exclusion program, where individuals may voluntarily ban themselves from Oklahoma's participating casinos.

CNB ensures its employees have the necessary resources to provide a safe environment by offering ongoing training to spot suspicious activity and comply with the company's obligations under Title 31 (Bank Secrecy Act) and anti-money laundering laws. Employees participate in an annual "See Something, Say Something" awareness campaign to stay observant and help identify activity which could be fraudulent, or perhaps even indicate signs of possible human trafficking.

Finally, CNB maintains strong partnerships with regulatory bodies such as Oklahoma's Alcoholic Beverage Laws Enforcement Commission to develop and implement programs that keep guests and community members safe.

## BUYING, HIRING & SOURCING LOCALLY

Today, common threads tie Cherokee Nation and Arkansas together: history, family and community. The Arkansas River, Dwight Mission, and the Illinois Bayou all played a prominent role in Cherokee history and provide many ancestral links to Cherokees living in Arkansas. These historical connections have paved the way toward Arkansas-based community partnerships that existed before casino gaming in Arkansas. Over the past 10 years, CNB has purchased more than \$83 million in goods and services from Arkansas vendors and has supported nearly 50 community organizations and events in the past two years. As a good community neighbor, CNB currently employs more than 200 Arkansas residents and provides entertainment options to 275,000 Arkansans. Furthermore, in the past five years, Cherokee Nation has provided \$4.1 million in scholarships to Arkansas students.

## COMMUNITY PARTNERSHIPS



## ORGANIZATIONS & EVENTS



CNB has important goals in mind for its operations in Pope County. Foremost is the hiring and training of Arkansas residents for the jobs created by the casino and resort. The company will hold career fairs in Pope County in order to recruit, hire and train as many skilled workers as possible from these areas. Whatever the rank or responsibility, the priority will be the same: hire locally.

The next important goal CNB will consider is how to source the goods and services that keep the casino and resort running.

CNB is dedicated to accomplishing this using local Arkansas vendors – further proving that CNB is “The Operator of Choice for Pope County.”

## THE EMPLOYER OF CHOICE

If you're part of the CNB workforce, you're part of an extended family. Today, CNB has more than 7,000 employees around the world and continues to position itself as the employer of choice. CNB employees are community-oriented and offer guests a superior experience by providing a safe environment, quality facilities and entertainment choices that always exceed expectations. That will be no different at Legends Resort & Casino.

From its team members, it will expect:

- **Service – Strive to exceed guest and team member expectations.**
- **Teamwork – Help one another through teamwork and treat everyone with mutual respect.**
- **Integrity – Value honesty and uphold high standards; always do the right thing.**
- **Commitment – Have pride, dedication and enthusiasm.**

CNB offers employees an attractive benefits package, including medical, dental and vision insurance. It also features an employer-matching 401(k) program, a tuition reimbursement program, extensive leadership development and training programs and a variety of career opportunities. No matter your career field, being part of the CNB workforce is more than just a job – it's a career.



"Everything at CNB made me think, wow, I really want to be a part of this and make something better. The casino is a family. My mother-in-law has worked there for 25 years, my wife has worked there for 12 and now I've worked there for almost seven years."

### **GEORGE JONES**

SECURITY MANAGER, HARD ROCK HOTEL & CASINO TULSA



"I am absolutely amazed at what CNB has accomplished in the past 29 years, and proud that I was part of the team through it all. The growth and success of our company has provided many career opportunities and benefits for people throughout northeast Oklahoma, and will continue for generations to come."

### **TAMERA LEE**

REVENUE AUDIT MANAGER, CHEROKEE CASINO SALLISAW

## LISTENING & RESPONDING TO COMMUNITY NEEDS

CNB strives to make a commitment to each community it serves. Sometimes it's about helping with new road construction. Other times, it's an infrastructure project to keep rural water safe and clean. Time after time, CNB makes an effort to listen, respond and fulfill community needs.

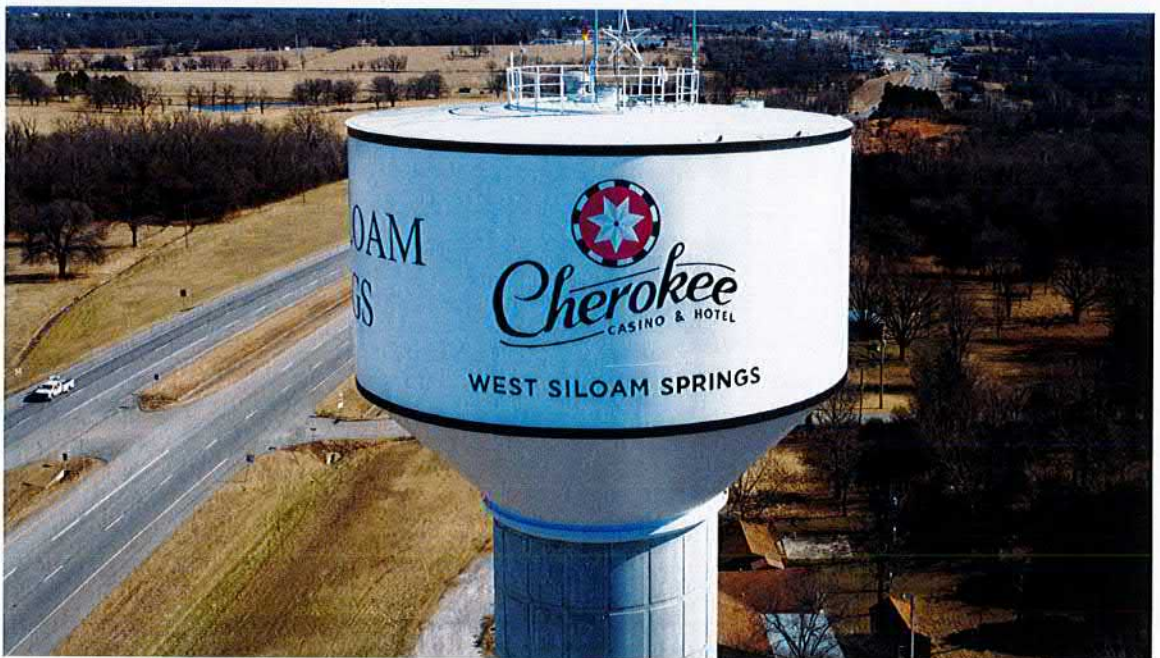
## COMMUNITY COMMITMENT PROJECT EXAMPLES

**2009:** Revived Blue Ribbon Downs as an equine training facility after Choctaw Nation ceased operations in Sallisaw, Oklahoma.

**2014:** Partnered with the town to install a new water tower, water lines and utility infrastructure in West Siloam Springs, Oklahoma.

**2016:** Assisted the city with extending a 5-mile sanitary sewer line in Claremore, Oklahoma.

**2017:** Partnered with city and county officials to improve and expand public works infrastructure in Grove, Oklahoma.



CNB also encourages voluntary employee involvement in its company-wide Community Impact Team. The team coordinates volunteer efforts in order to effectively utilize company manpower in places where those efforts are needed most. Past service initiatives include helping tornado and flood victims, beautifying city streets and parks and serving food at local shelters. In the past four years, CIT teams have logged more than 12,700 hours in service to local communities across Oklahoma and Arkansas.



B.  
TIMELINE  
FOR OPENING  
A CASINO

# I. THE APPROACH

Based on the development experience of CNB, construction of the Legends Resort & Casino will commence immediately upon the receipt of the necessary permits and entitlements pending resolution of any related litigation.

The development will include a casino, hotel and associated amenities, food and beverage offerings, multi-purpose space to accommodate meetings, conferences, concerts and special events. The development also will feature an outdoor entertainment venue, a water park, RV and dog park.

The development anticipates opening within 18 months after the license is awarded.

## DEVELOPMENT 18 MONTHS



## EXPERIENCED DEVELOPER

Throughout its 30-year history, CNB has been committed to continually improving the guest experience. In addition to constructing and developing 10 gaming properties, the company has undergone 41 expansion, facility renovation and improvement projects valued at more than \$793 million.

CNB is a market-leading construction developer for gaming projects and has a history of completing projects ahead of schedule and within budget. Here are results from three recent developments:

| <b>Project</b>                 | <b>Size (SF)</b> | <b>Construction Timeline</b> | <b>Opening Date</b> |
|--------------------------------|------------------|------------------------------|---------------------|
| Cherokee Casino & Hotel Roland | 325 K            | 13 Months                    | May 2015            |
| Cherokee Casino Tahlequah      | 95 K             | 11 Months                    | April 2019          |
| Cherokee Casino Grove          | 40 K             | 8 Months                     | Dec. 2016           |

## COMMITTED TO EXCELLENCE

CNB's long-term dedication to its facilities is evident in the consistent improvements to its flagship property — Hard Rock Hotel & Casino Tulsa. Originally opened in 1993 as a 41,000-square-foot bingo facility, CNB successfully transitioned Cherokee Bingo Outpost into Hard Rock Hotel & Casino Tulsa. As Oklahoma's first gaming resort destination, CNB later added an additional 350,000 square feet to the facility and numerous guest amenities, including multiple dining and live entertainment options, resort-style amenities, a world-renowned golf course and, in 2019, a country music venue. The development now boasts 1.4 million square feet of entertainment, dining, lodging and gaming amenities for guests to enjoy.

| HARD ROCK HOTEL & CASINO TULSA EVOLUTION |   |   |              |
|--|---|---|--------------|
| YEAR                                     | PROJECT                                   | PHASE   | SIZE (SF)    |
| 1993                                     | Cherokee Bingo Outpost                    | Original Building   | 41 K         |
| 2002                                     | Cherokee Bingo Outpost                    | Gaming Floor Expansion  | 15 K         |
| 2004                                     | Cherokee Casino Resort                    | Cherokee Casino Resort Phase 1  | 245 K        |
| 2007                                     | Cherokee Casino Resort                    | Parking Garage  | 511 K        |
| <b>2009</b>                              | <b>Hard Rock Hotel &amp; Casino Tulsa</b> | <b>Hard Rock Brand Expansion<br/>Hotel/Convention<br/>Concert Venue</b> | <b>350 K</b> |
| 2012                                     | Hard Rock Hotel & Casino Tulsa            | New Casino Area & Suite Tower   | 171 K        |
| 2018                                     | Hard Rock Hotel & Casino Tulsa            | New Casino Area & Track 5. Bar  | 66 K         |



Originally built in 1993 as a Cherokee Bingo Outpost – then later expanded to Cherokee Casino Resort – Hard Rock Hotel & Casino Tulsa was Oklahoma's first gaming resort destination and is northeastern Oklahoma's premier casino and resort destination.

C.  
PROOF OF FINANCIAL  
STABILITY AND  
ACCESS TO FINANCIAL  
RESOURCES, INCLUDING  
BUT NOT LIMITED TO  
SOURCES OF FINANCING  
IMMEDIATELY AVAILABLE  
TO BEGIN BUILDING AND  
OPERATING A CASINO

# I. SOLID FINANCIAL PARTNER

Financial strength and stability are two key attributes of CNB — both of which position it as the clear choice for Pope County. CNB has been in business since 1969 and has continually reinvested in its properties, which now total more than \$1 billion in assets.

CNB intends to self-fund the project through available cash-on-hand with no need to rely upon external third-party project financing or financing contingencies and, if desired, using its revolving line of credit. The development's projected cost is \$225 million.

CNB is able to operate debt-free due to a strong, stable balance sheet and significant cash flow generated from multiple casino operations.

If needed, CNB has access to an immediate line of credit of \$150 million, with the ability to increase this line of credit to \$500 million should it desire (see page 27 for credit letter). CNB intends to invite Arkansas financial institutions to participate in any future credit facility increases.



**\$1 B**  
Assets



**\$1.1 B**  
Total Revenue



**\$611 MM**  
Gross Gaming Revenue



**\$700 MM**  
Cash & Credit Availability

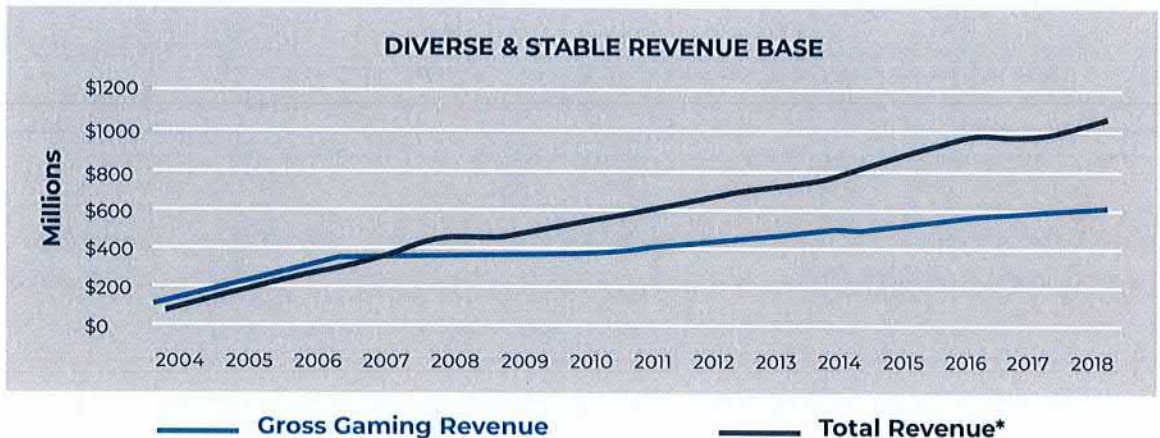


**\$0**  
Debt

## REVENUE GROWTH

CNB's entry into casino-style gaming from bingo started in 2004 when Oklahomans voted to approve this type of play. With only four casino properties at that time, CNB's gross gaming revenues were \$159 million.

Through conservative investment, responsible operations and market understanding, CNB's revenues increased at a combined annual growth rate of 14% over the past 15 years. Today, CNB's gross gaming revenues are more than \$600 million with 10 casino properties. Furthermore, between its federal contracting division and associated hospitality amenities, CNB benefits from a diverse and stable revenue base.



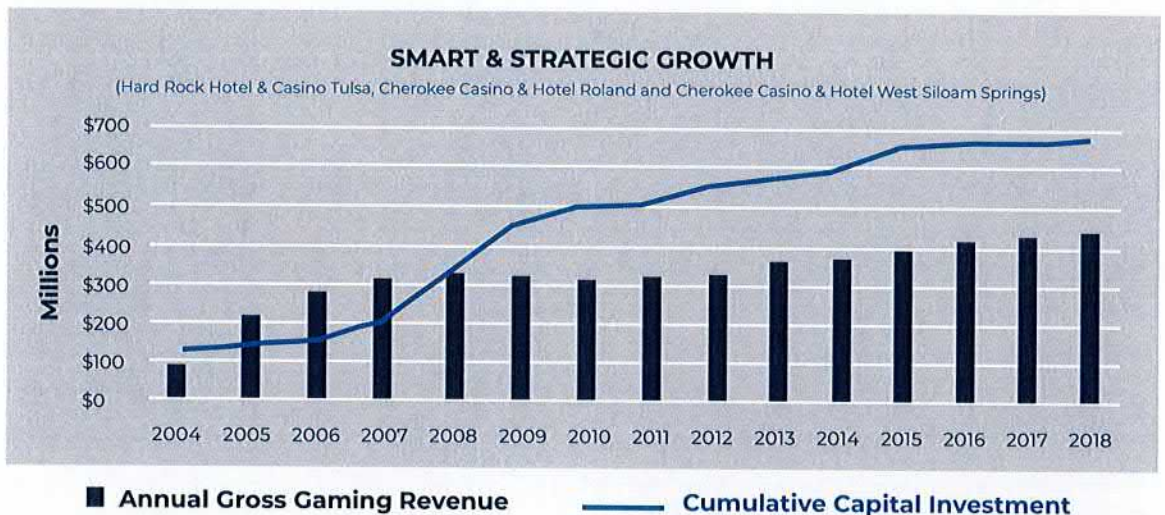
\*Total revenue includes hospitality amenities (hotel, food and beverage, golf, etc.) and CNB's federal contracting division.

## A COMMITMENT TO PERFORMANCE

CNB has proven it knows how to strategically implement renovations, expansions, global brands and concepts into its facilities in order to maximize financial and market performance. CNB has always taken a prudent, measured approach, structuring operations in order to minimize risk while creating options for future expansion. This allows CNB to gain a better understanding of the market and its customers, then expand its offerings to maximize customer satisfaction. Through qualitative and quantitative research, combined with analysis of competitive market conditions, CNB is able to deliver entertainment options without losing the local character and appeal of each destination.

Three of its casino locations, Hard Rock Hotel & Casino Tulsa, Cherokee Casino & Hotel Roland and Cherokee Casino & Hotel West Siloam Springs, compete in regional markets and utilize sound forecasting methodologies to continually exceed guest expectations. Over the past 15 years, CNB has invested \$545 million in improving these facilities to meet market demand.

These three facilities illustrate CNB's commitment to the guest experience and help provide further insight into Legends Resort & Casino's plans for long-term investment in Pope County.



Originally built in 1990 as a Cherokee Bingo Outpost, Cherokee Casino & Hotel Roland has transformed into one of eastern Oklahoma's top casino and resort destinations.



Bank of Oklahoma Tower  
P.O. Box 2300, 8<sup>th</sup> Floor  
Tulsa, OK 74102-2300  
[www.bok.com](http://www.bok.com)

August 12, 2019

Cherokee Nation Businesses, LLC  
777 W. Cherokee St.  
Catoosa, OK 74015

Attn: Doug Evans

To whom it may concern:

This letter is being provided at the request of Cherokee Nation Businesses, LLC ("CNB") to confirm CNB's strong financial position, robust credit profile and access to additional capital resources. BOK Financial ("BOKF") has had a longstanding relationship with CNB that originated in 2005. Over the nearly 15-year relationship, CNB has always acted in good faith with BOKF and has consistently remained in good standing with the bank.

Today, CNB has an unfunded revolving line of credit in the amount of \$150,000,000. Historically, in spite of significant growth capital expenditures, this revolving line of credit has remained unfunded and CNB has maintained significant liquidity balances. Moreover, based on BOKF's visibility into the senior bank market, we feel highly confident that CNB would have the ability to upsize its credit facility to over \$500,000,000 should there be a need.

Sincerely,

Jarrod Compton  
Senior Vice President  
[jcompton@bokf.com](mailto:jcompton@bokf.com)  
(918) 588-6301

D.  
PLANS FOR THE  
APPLICANT'S PROPOSED  
CASINO, INCLUDING  
HOTEL, AMENITIES,  
PROJECTED NUMBER  
OF EMPLOYEES,  
AND ANY OTHER  
INFORMATION THE  
CASINO APPLICANT  
DEEMS RELEVANT



# I. LEGENDS RESORT & CASINO

CNB is pleased to submit this plan to the Arkansas State Racing Commission for a world-class economic development project in Pope County, Arkansas, valued at \$225 million.

Legends Resort & Casino is a stunning entertainment destination that will attract visitors from across the region.

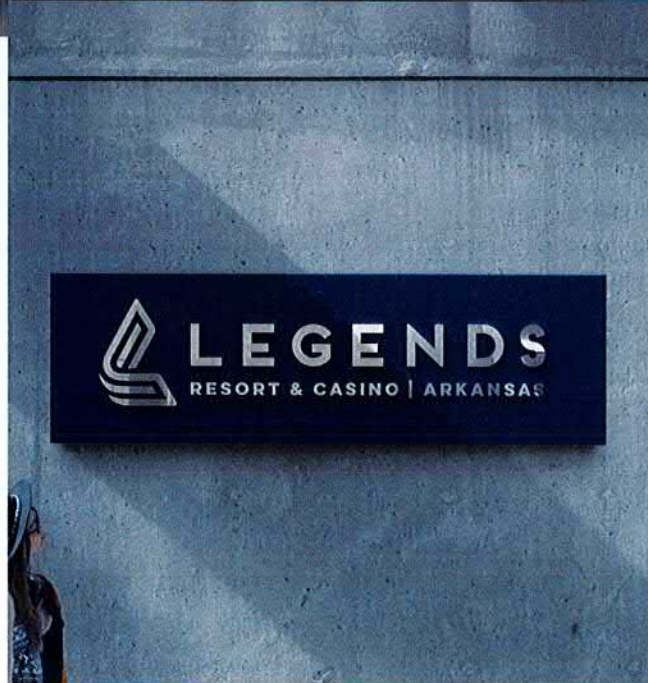
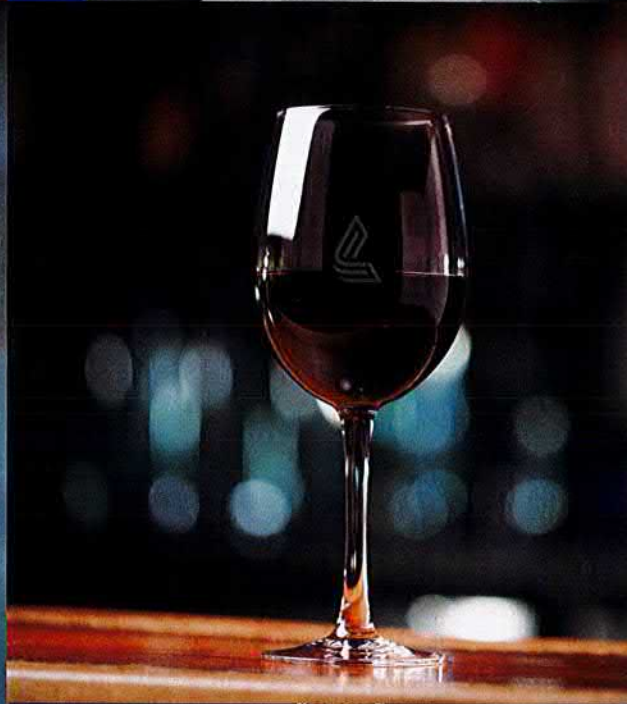
Developed with the needs of the community in mind, it offers something for everyone with its own brand of relaxed luxury. Visitors will experience refined surroundings with a casual weekend vibe that's part pure energy, part relaxed escape. Its thoughtfully planned venues and diverse entertainment choices create the perfect setting for guests to feel and be legendary.

The architecture and design of Legends Resort & Casino is influenced by the distinctive natural landscape of the Arkansas River Valley. Throughout the resort and casino property, guests will enjoy a celebration of Arkansas' legendary figures in sports, music and entertainment; its cuisine; and landscape of The Natural State.

Thoughtful planning of the Legends Resort & Casino site layout makes every guest feel like the experience is designed just for them. The stunning drop-off with beautiful fountains welcomes casino patrons to their own grand entrance, while hotel, spa and convention center guests are invited into a spacious lobby of their own. Venues that offer "something for everyone" build on the experience with shared spaces, creating an easy flow between the conference center, outdoor music venue and the RV & dog park. An exciting hub of culinary choices is in the center of it all, serving the resort pool and entertainment guests alike. Main parking is tucked behind the facility, letting the elegance of the tower and surrounding property be your first and lasting impression.







## PROJECT OVERVIEW

CNB's development plan includes the following:

- Approximately 50,000 square feet of gaming space, accommodating 1,200 slot machines and 32 table games.
- A 200-room luxury hotel with resort pool and spa.
- Dining establishments with a total of 600 seats.
- Approximately 15,000 square feet of multipurpose space for meetings, conferences, concerts and special events. This space will have its own separate entrance from the casino in an effort to attract family-style events to the area.

## SPORTS BETTING

CNB is in the final stages of identifying a partner and/or platform provider to offer a world-class sports betting area at Legends Resort & Casino. The area will feature an upscale social atmosphere offering the latest in sports wagering and display technology, featuring ultra-HD televisions and LED video walls. Guests will have access to multiple betting windows, as well as self-service betting kiosks. CNB also is evaluating the desirability of a mobile sports betting offering that would allow guests to continue to enjoy safe and secure access to CNB's sports betting capabilities throughout the state of Arkansas. CNB will evaluate mobile sports betting in conjunction with its continued analysis of potential partners for its sports betting operations.

## FACILITY DETAILS



### GAMING

- 50,000 square-foot casino
- 1,200 slot machines
- 32 table games



### SPORTS BETTING

- Sportsbook located within a high-end sports bar
- CNB will partner with an experienced sportsbook operator & platform provider



### HOTEL

- 200 rooms
- Pool
- Spa



### FOOD & BEVERAGE

- Grab & go concept
- Sports bar
- Center bar
- Food hall
- Steakhouse



### CONFERENCE CENTER

- 15,000 square feet of multi-purpose space for:
  - Weddings
  - Conferences & banquets
  - Concerts

## CASINO

Immerse yourself in the sights and sounds of 50,000 square feet of exciting gaming, including 1,200 slot machines and 32 table games. With its elegant atmosphere amid lively bars and culinary choices, this is where legends are made and fun is always on tap.



## SPORTSBOOK

Experience the thrill of live sports betting at our sportsbook, perfectly situated in our luxurious sports bar complete with LED video walls. It's the perfect escape to meet up with friends, catch the big game and make it a night to remember.



## DINING VENUES

Something different. Something bold. Something grab-and-go. Whatever you're in the mood for, you'll find it at our exciting mix of dining venues, each with its own flavor of relaxed elegance. Savor prime cuts in our luxurious steak house. Enjoy the social scene at our upscale sports bar. Find an irresistible new favorite at our food hall. Or just kick back and unwind at our center bar, in the heart of it all.



## HOTEL & SPA

From the moment you're greeted, you'll know you're in for an incredible stay. Each of our 200 luxurious rooms is a retreat of its own. Plush comforts and lush views surround you, with everything you need — including fun and refined dining — right on property. While you're here, take in the moment and renew your spirit in our beautiful and welcoming spa.





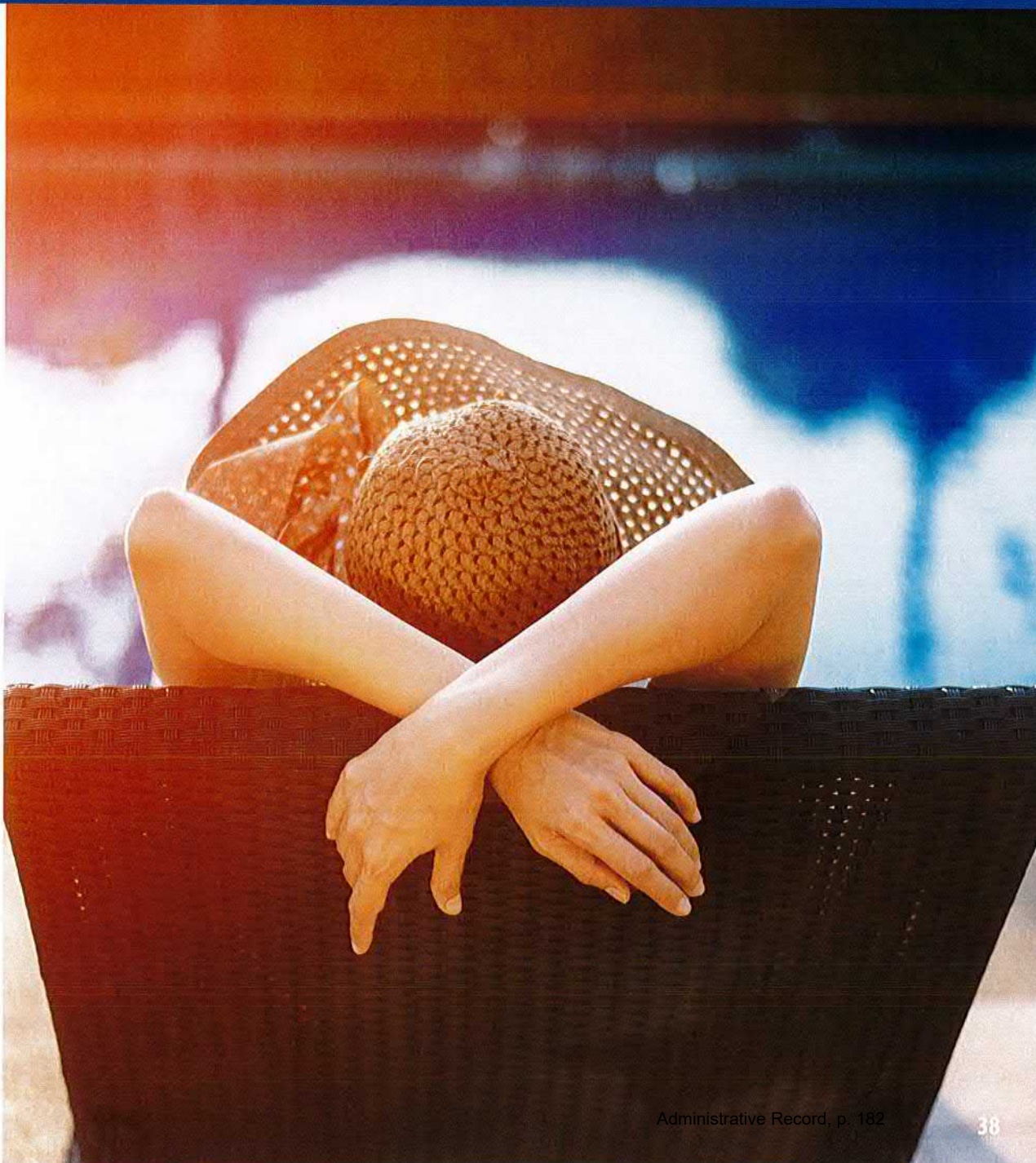
## MEETING & CONFERENCE CENTER

Soaring ceilings. Rich, modern comforts. Every refined detail of our 15,000 square feet of event space lets you know you're in for something special. With its own dedicated entrance, this grand venue lends an extraordinary atmosphere to conferences, banquets, weddings, family entertainment and concerts.



## RESORT POOL

Our gorgeous resort pool is a destination of its own, with its meandering blue coves, swim-up bar and private cabanas. Situated next to relaxed restaurants with patio dining and an outdoor stage, the fun continues even after the sun sets.



## OUTDOOR MUSIC VENUE

Catch the music festival vibe at our outdoor concerts, where the songs are served up with sunshine and starlight. With beautiful spots for gathering and fun concessions, you'll be the star of the show, no matter who takes the stage.



## OUTDOOR WATER PARK

You won't want the day to end at this crystal-blue water park unlike any other. From beautiful areas to play and lounge, to beachy dining and poolside drinks, we poured laid-back luxury into every feature. Enjoy memory-making entertainment for all ages.



## RV & DOG PARK

The outdoor beauty of The Natural State sets the stage for our scenic and inviting RV & dog park. Enjoy modern amenities, including a fun area for playing fetch, all thoughtfully designed to serve our 100 large RV sites. And if you're ready for a little excitement or pampering, it's a short walk to our world-class gaming and dining.



## II. PROPOSED LOCATIONS

CNB is presenting two viable sites in Pope County where the resort can be developed, one on Hob Nob Road near Russellville and one in Dover.

### OPTION A: HOB NOB ROAD

Option A is situated northeast of Russellville on land located just north of Interstate 40 between the Weir Road exit to the west and Bradley Cove Road exit to the east.

CNB has 130 acres of land under option or contract. The primary road frontage for this property option will be along Hob Nob Road, which runs along the eastern boundary of the site and turns west directly through the site, connecting Bradley Cove Road and Weir Road. The site has not been assigned a street address, but once one is assigned, CNB will inform the Racing Commission of the address.



### COUNTY MASTER PLAN & PERMITTING

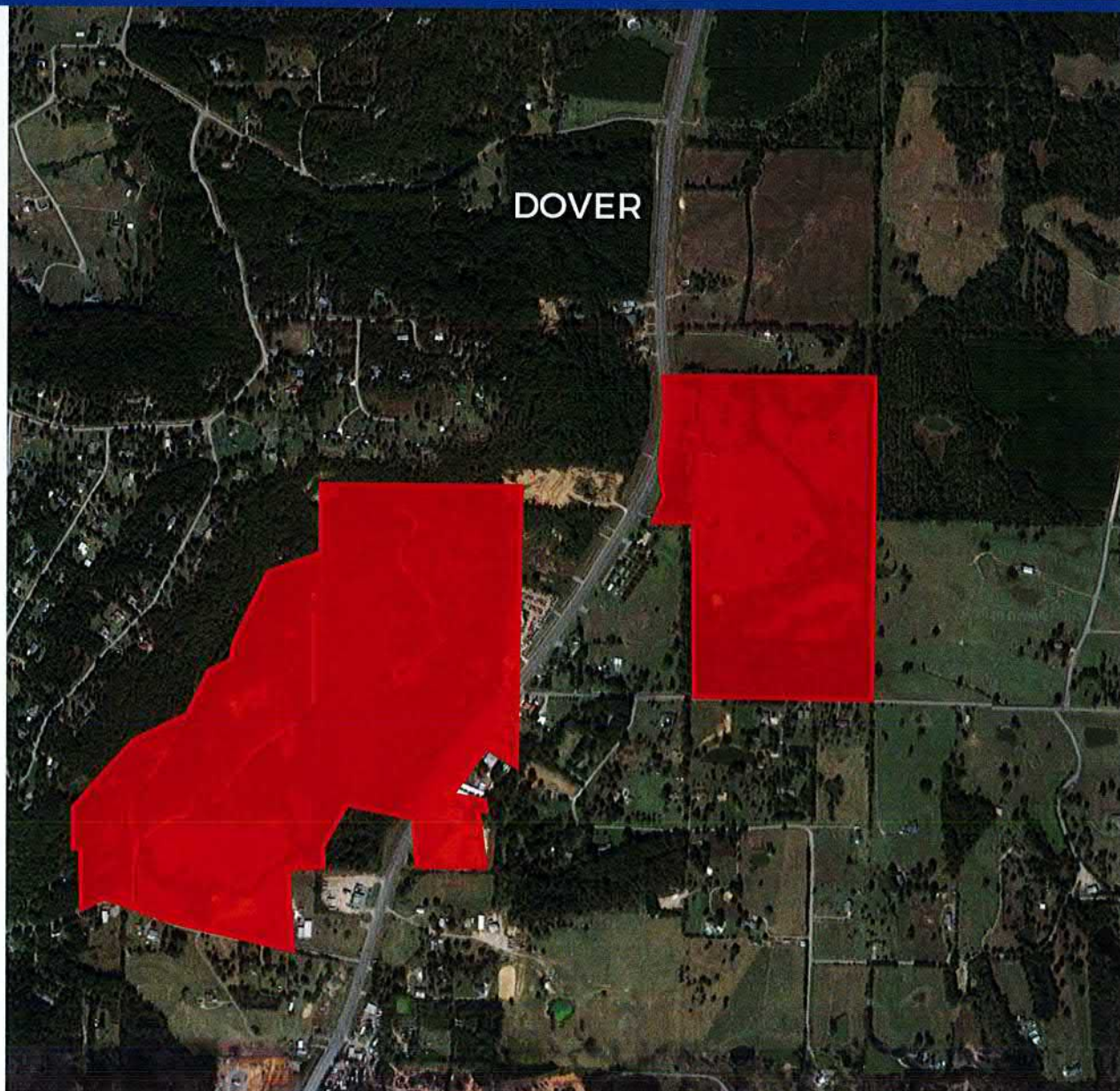
On Nov. 12, 2019, the Pope County Planning Board authorized Legends Resort & Casino, LLC to construct, develop and operate the proposed resort at the Hob Nob Road location. Arkansas Code Annotated 14-40-206 requires all municipalities that may annex the property at a later date to honor this permit.

**OPTION B: DOVER, ARKANSAS**

Two site parcels have been secured in Dover as viable casino locations. The southernmost location is located along Highway AR-7, north of Linker Mountain Road and east of Music Lane. The company controls 30.5 +/- acres at this southernmost location.

The second parcel is located on the east side of Highway AR-7 and is north of Morgan Road and west of Slabtown Road. The company controls 70.5 +/- acres at this eastern location.

Neither of these properties have been assigned a mailing or 911 address at this time.



# III. POPE COUNTY COMMUNITY OUTREACH

## **DOWNTOWN RUSSELLVILLE OFFICE**

On Sept. 5, 2019, Legends Resort & Casino opened an office in downtown Russellville. Since opening, it has served as a touchpoint for the community, not only as a source of information about CNB's proposed development, but as a place to submit resumes and request sponsorships for local groups and events.

The office is open to the public, from 10 a.m. to 6 p.m., Monday through Friday. Here, all community voices are welcomed, and CNB encourages community stakeholders to meet with office staff at their convenience.





## A COMMITMENT TO COMMUNITY

One of CNB's greatest strengths lies in the commitment it brings to every community in which it operates. This year, in Pope County alone, the company has proudly sponsored more than two dozen events in support of community institutions and nonprofit organizations.

On Sept. 10, 2019, 13 volunteers worked with River Valley Food 4 Kids in its ongoing effort to feed children who are enrolled in RVF4K's backpack program, sorting deliveries of canned goods and boxed food to 19 area schools.

On Nov. 9, 2019, CNB volunteers helped an autism support group, A Meeting of Minds (AMOM), with its Family Fall Fest, by working games and food stations while visiting with families.

An enthusiastic supporter of Arkansas charities, CNB participated in the "Buckets of Hope" drive to prevent children from going hungry and infants from going without basic necessities like diapers. The company matched all donations of nonperishable food and infant supplies made to its Russellville office throughout the month of November.

In support of area athletics and sporting events, CNB is a proud sponsor of the John Daly Golf Classic, supporting the River Valley Boys & Girls Club, and the Disabled American Veterans' Big Bass Tournament.

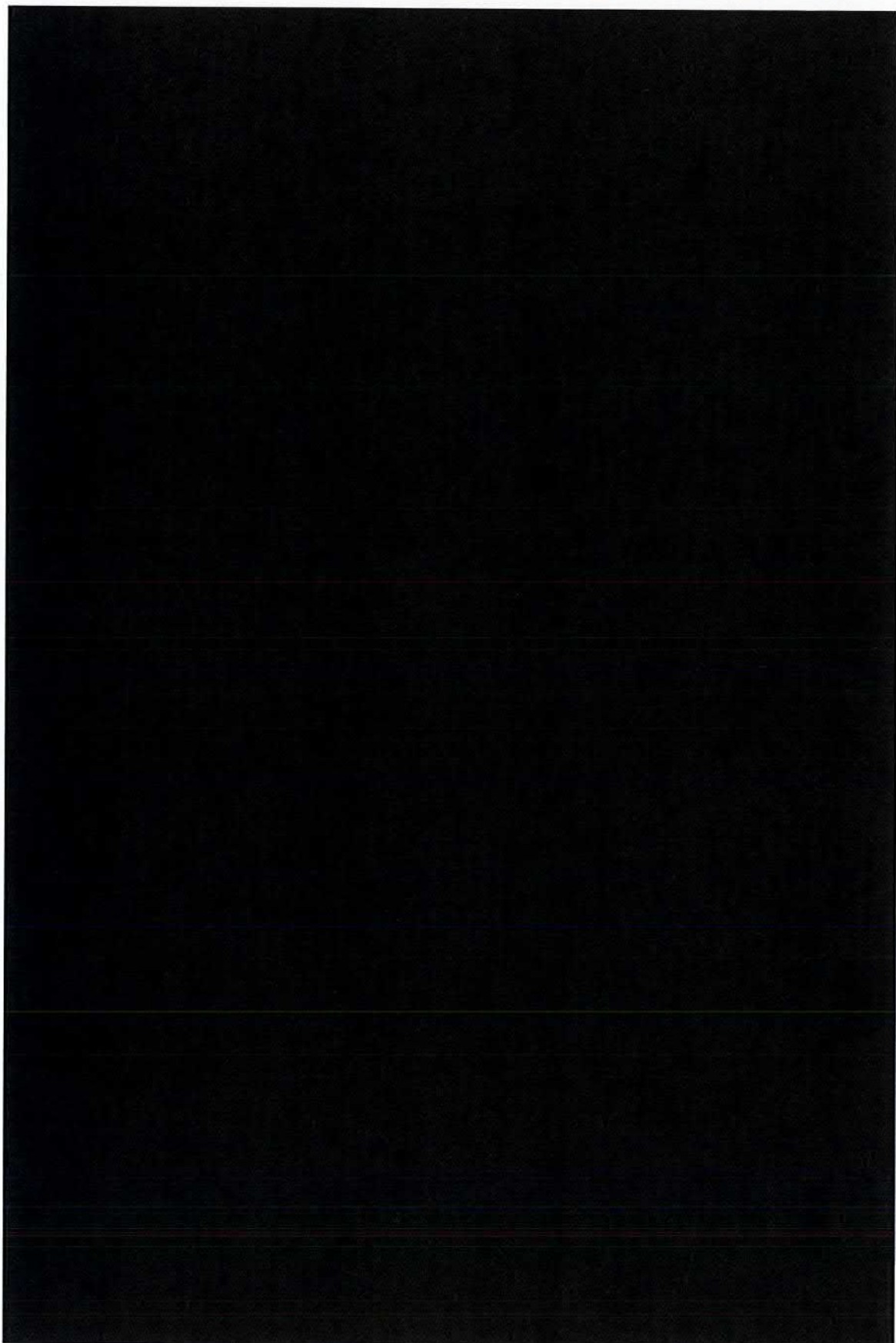
In support of artistic expression and local music, CNB participates in Russellville's Downtown Art Walk and hosts the "Local Music Legends" series at Old Bank Sports Bar & Grill.

And in support of Pope County's great annual traditions, CNB is a proud sponsor of the Pope County Fair and the Russellville Christmas Parade, hosted by Russellville Parks and Recreation.

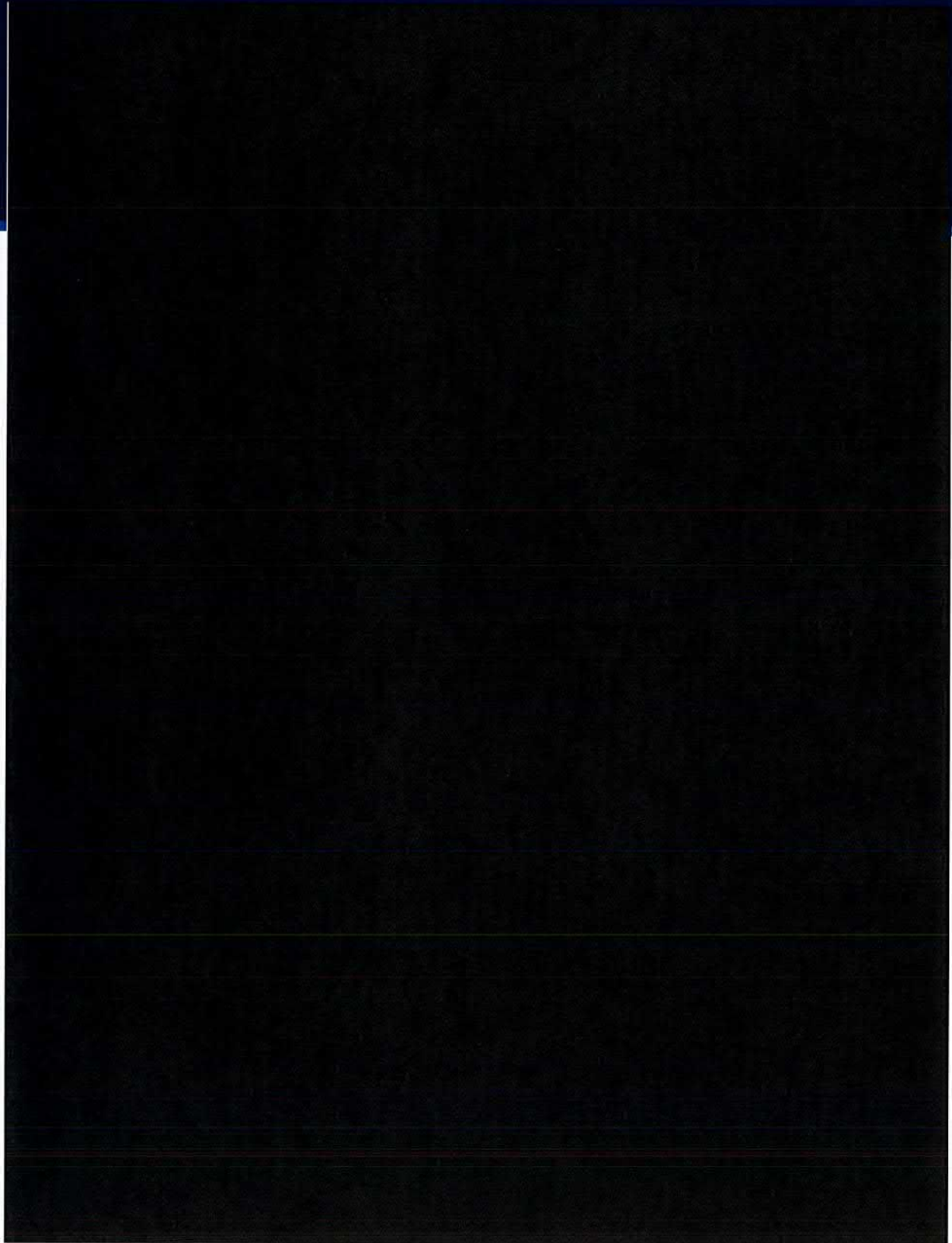
No matter the event or the opportunity, CNB is willing to listen and respond to community needs, further positioning it as "The Operator of Choice for Pope County."



# IV. MARKET OPPORTUNITY



# V. RESORT & CASINO REVENUE POTENTIAL



# VI. ECONOMIC IMPACT

The total economic impact of Legends Resort & Casino is projected to exceed \$5 billion statewide in the first 10 years. The project is expected to generate more than 1,000 direct jobs in Pope County.

**TOTAL ECONOMIC IMPACT: \$5 B+**  
OVER A 10-YEAR PERIOD STATEWIDE

## JOBS

|                       |                             |              |
|-----------------------|-----------------------------|--------------|
| <b>PERMANENT JOBS</b> | Direct                      | 1,000        |
|                       | Indirect                    | 1,100        |
|                       | <b>Total Permanent Jobs</b> | <b>2,100</b> |
| <b>TEMPORARY JOBS</b> | Construction                | 1,575        |
|                       | Indirect/Induced            | 900          |
|                       | <b>Total Temporary Jobs</b> | <b>2,475</b> |

Assumptions: Based on Amendment 100. Approximately seven jobs created per \$1 MM invested with an average wage of \$28 K. Output is estimated to be \$116 MM. Job multiplier is assumed to be four jobs per \$1 MM invested with an average wage of \$38 K.

Annual Operations Impact: Direct jobs based on phase 1 jobs count with an average salary of \$42 K. Multiplier jobs are assumed to be 110 indirect jobs per 100 direct jobs based on Little Rock Metro Chamber report with an average wage of \$38 K.

Total economic impact does not include economic development agreement with Pope County.

Output is a factor from the Oklahoma City University (OCU) Economic Impact report created for Cherokee Nation.



## ANNUAL INCENTIVES

Legends Resort & Casino will generate significant tax benefits.

Over the course of the license, Legends Resort & Casino is projected to generate between \$201 million and \$344 million for the Arkansas State Racing Commission, Pope County communities and for the state of Arkansas.

## 10-YEAR TAX REVENUE RANGES



**\$21 - \$31 MM**

Arkansas State  
Racing Commission



**\$49 - \$67 MM**

Pope County  
Communities



**\$131 - \$246 MM**

State of  
Arkansas

Taxes inclusive of gaming, sales, property and income.

## ECONOMIC DEVELOPMENT AGREEMENT

In addition to the \$225 million project investment, CNB has entered into an economic development agreement with Pope County that will provide more than \$38 million to various municipalities, fire protection districts and agencies once the license is awarded and all potential litigation is resolved. An annual payment of more than \$2 million will be provided to beneficiaries as specified in the economic development agreement. A copy of this agreement is available on page 51.

# CONCLUSION

As demonstrated throughout this proposal, Legends Resort & Casino is a world-class economic development project that offers "Something for Everyone."

Several advantages set CNB apart as "The Operator of Choice for Pope County."

**Respected Gaming Owner & Operator**

**The Strength of an Iconic Sports & Entertainment Consultant**

**Financial Powerhouse with No Debt**

**Committed to Long-term Success in Pope County**

**Immediate Driver of Tourism & Recurring Tax Revenue**

Our proposed \$225 million investment will provide a positive economic impact in Pope County, creating jobs, tourism and tax revenue. Our experience in gaming and in project and construction management, along with our financial strength and history with the state of Arkansas, is why we're asking you to provide a license to CNB — an operator who always delivers on its commitments.

As proven and trustworthy community partners, CNB has the experience and necessary approvals needed to make this economic development plan an immediate success. We are dedicated to making a legendary impact for Pope County.

Cherokee Nation Businesses is more than just a gaming operator. It's a dedicated and trustworthy community partner with the experience to make this economic development plan a success. That's what makes CNB "The Operator of Choice for Pope County."



FILED

2019 AUG 13 PM 7:45

PAFFENHIS  
POPE COUNTY CLERK

*PC*

**ECONOMIC DEVELOPMENT  
AGREEMENT**

This Economic Development Agreement (the "Agreement") is entered into as of August 13<sup>th</sup>, 2019 by and between the citizens of Pope County, Arkansas acting by and through the Pope County Judge Ben Cross (the "County") and Cherokee Nation Businesses, LLC, (the "Operator"). Capitalized terms used and defined elsewhere in this Agreement are defined in Section 1.

RECITALS

- A. Operator seeks to make application to the Arkansas Racing Commission (the "Commission") for the casino license established in Arkansas Constitutional Amendment 100 in Pope County, Arkansas (the "License").
- B. As a condition precedent to submission of such application, Operator is required by Amendment 100, the Rules of the Commission, and Arkansas Act 371 of 2019, to provide written evidence of the County's support of said application;
- C. The Pope County Judge has the authority, pursuant to Ark. Const. Amend 55 Sec 1(a) and Ark. Code Ann. Sections 14-14-801(a), 14-14-801(2), 14-14-1102(b)(7)(A), 14-164-201, *et seq.*, 14-170-205, and 14-176-103, to negotiate in good faith with the Operator, to enter into this Agreement, to perform all of the terms and conditions imposed upon the County hereunder, and to require performance by Operator of the terms and conditions upon it hereunder;
- D. Operator's development plans contemplate not only a Casino, but also ancillary facilities including recreational and entertainment components;
- E. The Project will result in hundreds of millions of dollars of capital investment by Operator, thousands of jobs, significant direct and indirect revenues and other economic benefits to the County and surrounding area; and
- F. This Agreement shall become effectuated, fully executed and enforceable upon endorsement signatures of representatives of both the County and Operator and the passage of a Resolution of Support by the Pope County Quorum Court for the Operator's casino license application to be submitted to the Commission.

**NOW, THEREFORE**, in consideration of their execution and delivery of this Agreement, the passage of a Resolution of Support for the Operator and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator and the County hereby agree to the following:

**1. Definitions**

The terms defined in this Section 1 shall have the meanings indicated for purposes of this

Agreement. Capitalized terms which are used primarily in a single Section of this Agreement are defined in that Section.

- (a) "Amendment 100" refers to Amendment 100 to the Arkansas Constitution, known as the Arkansas Casino Gaming Amendment of 2018.
- (b) "Casino" shall have the meaning given such term in Rule 1.065 of the Rules.
- (c) "Commission" means the Arkansas Racing Commission.
- (d) "Rules" means the Arkansas Casino Gaming Rules in effect from time to time as promulgated by the Commission pursuant to Amendment 100.

## 2. General Provisions

### 2.1 Purpose

The County has determined that the development, construction and operation of the Project will (i) be in the best interests of the citizens of Pope County and its municipalities; (ii) support and contribute to the economic growth within the County and the entire State of Arkansas; (iii) contribute to the provision and preservation of gainful employment opportunities for residents of the County; and (iv) support and promote tourism in Central Arkansas and the County. Accordingly, the County Judge has evaluated each potential operator for Pope County and the terms of a potential agreement prior to agreeing to the terms of this Agreement.

### 2.2 Application for License

Operator shall comply with the applicable rules and regulations adopted and/or prescribed by the Commission, presently or in the future, which govern the operation of Casino gaming at the Project, including the Rules. The parties agree that (i) the Rules are incorporated into this agreement, as and when adopted or prescribed, the same as if set forth fully herein, and (ii) in the event of a conflict between the provisions of this Agreement and the Rules, the Parties agree to take all reasonably necessary steps to amend or modify this Agreement to accommodate or reflect the Rules in a manner that preserves to the extent possible the economic benefits of the transactions contemplated hereby to each of the Parties.

### 2.3 Term

The term of this Agreement shall commence upon (i) execution of this Agreement by the County Judge, and the authorized representative of the Operator, and (ii) the passage of a Resolution of Support for the Operator's Casino License Application to be submitted to the Commission, and shall continue until the expiration of the term of the License, including any and all renewals or extensions thereof (the "Term").



**3. Project**

(a) Operator will pursue development of the Project, which will meet the following minimum commitments:

i. a minimum construction cost of Two Hundred Twenty Five Million DOLLARS (\$225,000,000), in addition to the Economic Development Fee referenced in 4.1(b) below;

ii. casino/gaming facilities constructed in compliance with the License and any rules or regulations imposed by the Commission;

iii. a hotel with a minimum of 200 rooms which shall, meet the construction and operational standards necessary to achieve the American Automobile Association's "Four Diamond" hotel rating, or substantial equivalent thereof;

iv. a mixed-use indoor conference and music venue capable of accommodating a minimum of one thousand (1,000) guests;

v. multiple price-point dining facilities, sports bar/communal areas;

vi. a sports book/simulcast parlor, subject to the Commission's Rules;

vii. a waterpark;

viii. a recreational vehicle park;

ix. an outdoor music venue capable of accommodating a minimum of five thousand (5,000) guests;

x. a medical air ambulance landing zone for use by medevac patients; and

xi. a separate, secure office space to be utilized as a sub-station by local law enforcement agencies.

(b) Operator shall use commercially reasonable efforts to promptly apply for, pursue and obtain the License, in the name of its wholly owned subsidiary, Legends Resort and Casino, LLC, an Arkansas LLC, and all other approvals necessary for the design, development, construction and operation of the Project (the "Approvals").

(c) Operator agrees to keep the County reasonably informed with respect to the progress of design and construction of the Project. The County acknowledges and agrees that the Operator may alter the Project and its components from time to time provided that said alterations shall remain in compliance with this Agreement.

### 3.1 Duty to Complete; Commencement of Operations

The Operator will use commercially reasonable efforts to commence and complete construction of the Project, and to commence operations of the Project, at the earliest dates reasonably practicable, taking into account, among other factors, (i) the process for obtaining the License and the Approvals, and the potential of regulatory delays and/or legal challenges, (ii) the typical time frames for design, development and construction of projects of this nature and magnitude, (iii) the process of recruiting and training the necessary skilled workforce and obtaining all necessary permits/licenses for operating the Project, and (iv) events or factors that are unforeseeable or outside the Operator's control, including any Force Majeure event.

### 3.2 Project Operations

Operator agrees to diligently operate and maintain the Project in accordance with the Rules and in compliance with this Agreement.

### 3.3 Maintenance; Transfer

(a) Operator agrees at all times during the term of this Agreement to use reasonable business judgment and diligence to maintain and/or upgrade the improvements comprising the Project, and to refrain from making transfers of any interest in the Project except as may be expressly authorized by the Commission and in consultation with the County Judge and Quorum Court of Pope County.

(b) The terms of this Agreement shall be binding and enforceable by the County against any successor in interest to the Operator.

## 4. Obligations of Operator

### 4.1 Economic Development Fee

(a) The Operator recognizes and acknowledges that the construction and operation of the Project will cause direct and indirect impacts and benefits within Pope County. The Operator also recognizes and acknowledges that the ultimate responsibility to mitigate the community impacts of the Project rests upon local governmental units.

(b) The Operator shall be obligated to pay Economic Development Fees in the total amount of Thirty-Eight Million Eight Hundred Thousand DOLLARS (\$38,800,000.00) (the "EDF"), to be distributed among certain municipalities and fire protection districts or associations within Pope County. Operator shall deliver to the Recipients within thirty (30) days of the successful resolution of all litigation or administrative challenges relating to the issuance of the License (the "Final Conditions") cashier's checks, as follows, to-wit:

- i. \$27,599,373 to Pope County, Arkansas;
- ii. \$3,361,608 to the City of Pottsville, Arkansas;
- iii. \$3,532,236 to the City of Atkins, Arkansas;
- iv. \$1,444,000 to the City of London, Arkansas;
- v. \$1,505,356 to the City of Dover, Arkansas;
- vi. \$242,427 to the City of Hector, Arkansas;
- vii. \$800,000 to the Crow Mountain Fire Protection District;
- viii. \$130,000 to the Pope County Fire Association;
- ix. \$30,000 to the Arkansas Tech University Foundation;
- x. \$25,000 to the Russellville Center For the Arts;
- xi. \$25,000 to the Dover Public Education Foundation;
- xii. \$25,000 to the Hector Public Education Foundation;
- xiii. \$25,000 to the Atkins Red Devil Foundation;
- xiv. \$25,000 to the Pottsville Community Scholarship Fund;
- xv. \$10,000 to the Dover Chamber of Commerce;
- xvi. \$10,000 to the Atkins People For a Better Atkins; and
- xvii. \$10,000 to the River Valley Arts Center.

(c) The EDF hereinabove provided is agreed to be appropriate and adequate and fairly and lawfully established. Any share of the EDF that is refused by a Recipient will be paid to Pope County.

#### 4.2 Community Development Grants

(a) It is in the best interests of the County and the Operator to provide resources for continuing charitable contributions to the people of Pope County, Arkansas. Accordingly, beginning on the second anniversary date of the commencement of Casino gaming operations, and on each subsequent anniversary date during the term of this Agreement, Operator shall contribute the sum of Two Million DOLLARS (\$2,000,000) to a charitable foundation which is properly established and operating pursuant to state and federal law to be designated by the County prior to commencement of the payments described in this sub-section.

(b) The amount of the contributions provided in (a) above shall be adjusted every five (5) years during the term hereof to reflect the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") over the previous five (5) years, calculated by using the most recently published CPI at the date of the adjustment, and the CPI on the same date five (5) years prior to the date of the adjustment.

4.3 Ongoing Research and Economic Development Support

(a) Operator shall contribute the sum of Twenty Five Thousand DOLLARS (\$25,000), every two (2) years during the term of this Agreement, to the Arkansas Tech University Foundation for purposes of study/research relating to the economic impact of the Project.

(b) Operator shall contribute the sum of One Hundred Thousand DOLLARS (\$100,000) annually to the Russellville Economic Development Alliance, or its successor or assigns.

(c) The amount of the contributions provided in (a) and (b) above shall be adjusted every five (5) years during the term hereof to reflect the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") over the previous five (5) years, calculated by using the most recently published CPI at the date of the adjustment, and the CPI on the same date five (5) years prior to the date of the adjustment.

(d) The contributions provided in (a) and (b) above shall begin on the first anniversary date of the commencement of Casino gaming operations.

4.4 Certain Hiring Practices

(a) Operator agrees to use commercially reasonable efforts to create positions for and set a targeted goal of filling three percent (3%) of its workforce at the Project with individuals who have one or more "disabilities" (as that term is defined under the Americans with Disabilities Act).

(b) Operator agrees to hire a full time employee certified as an addiction counselor or contract with an appropriate Pope County non-profit organization to provide addiction counseling services.

(c) Operator agrees that upon commencement of operations, all employees who do not receive gratuities as part of their regular compensation will be subject to a \$13 per hour minimum wage.

4.5 Utility Services; Infrastructure

County agrees to fully cooperate with, utilize its best efforts, and actively assist Operator in the timely procurement of necessary utility and other public services, including, without limitation, electric, gas, water, sewer and sanitation services, as well as necessary infrastructure improvements, including, without limitation, street and highway improvements, access thoroughfares, curb cuts and signalized intersections, all at costs, assessments or rates generally available to other commercial users within Pope County, Arkansas. Operator agrees that it will

assume and pay all costs associated with the street and drainage infrastructure improvements and modifications upon county roadways and rights-of-way necessary for the development of the Project.

## 5. Covenants of Operator

The Operator covenants that throughout the Term, the Operator shall:

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, and refrain from making any organic changes to its legal form (including changing the legal status of its wholly owned subsidiary as an Arkansas LLC), or any changes in the status of the Project site that would have the effect of eliminating or changing any of its responsibilities regarding the payment of taxes, assessments, levies, permit fees, or the like, to the State of Arkansas or any subdivision or agency thereof, or to Pope County or any of its subdivisions, municipalities or agencies thereof

(b) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect the rights, licenses, registrations, permits, certifications, approvals, consents, franchises, patents, copyrights, trade secrets, trademarks and trade names that are used in the conduct of its businesses and other activities, and comply with all governmental requirements applicable to the operation of its business and other activities, in all material respects, whether now in effect or hereafter enacted.

(c) Violation or breach of this Section shall result in liquidated damages equal to the then present value of the subsequent 15 years of tax losses to the state of Arkansas, Pope County and all municipalities within, as a direct result of such a breach or violation.

## 6. Default

### 6.1 Events of Default

The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(a) If any material representation or warranty made by Operator hereunder shall prove to have been false or misleading in any material respect as of the time made or furnished.

(b) Subject to Force Majeure, if Operator shall materially default in the performance of any (i) governmental requirement; or (ii) commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Section 6.1) of this Agreement, and in such event if Operator shall fail to remedy any such default within one hundred eighty (180) days after receipt of written notice of default with respect thereto.

(c) If Operator fails to make any payments required to be made by Operator hereunder as and when due, and further fails to make any such payment within ninety (90) days after receiving written notice of default from the County; provided that if any such payment be the subject of a good faith dispute as to the amount thereof and Operator is proceeding with diligence to resolve such dispute, the time for making such payment shall be extended pending such resolution.

(d) If the County, either through letter from the County Judge's Office or Resolution of the Quorum Court, endorses or expresses support for any other casino license applicant during the term of this Agreement.

## 6.2 Remedies

(a) Upon an Event of Default, the County shall have the right if it so elects to: (i) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Agreement by Operator, and/or to enjoin or restrain Operator from commencing or continuing said breach, and/or to cause by injunction Operator to correct and cure said breach or threatened breach; and/or (ii) exercise any and all other remedies available at law or in equity.

(b) Except as expressly stated otherwise, the rights and remedies of the County whether provided by law or by this Agreement, shall be cumulative, and the exercise by the County of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the County shall apply to obligations beyond those expressly waived in writing.

(c) In the event that the County, either through letter from the County Judge's Office or Resolution of the Quorum Court endorses or expresses support for any other casino license applicant during the term of this Agreement, this Agreement shall become voidable, at the election of the Operator, after which Operator shall no longer be bound hereunder and may continue to pursue its casino license application utilizing the Resolution of Support before the Commission.

## 6.3 Termination

Except for the provisions that by their terms survive, this Agreement shall terminate upon the occurrence of any of the following, and upon notification of such occurrence by Operator to County:

(a) The Commission fails to issue the License or issues the same to someone other than Operator;

(b) Operator's License (i) is revoked by a final, non-appealable order; (ii) expires and is not renewed by the Commission and Operator has exhausted any rights it may have to appeal such

expiration or non-renewal; or (iii) subsequently terminates due to conditions the Commission imposes which are not satisfied within the time periods specified therein, subject to any cure periods or extension rights.

## **7. Miscellaneous**

### **7.1 Applicable Law and Construction**

The laws of the State of Arkansas shall govern the validity, performance and interpretation of this Agreement. This Agreement has been negotiated by the County and Operator, and the Agreement, shall not be deemed to have been drafted by the County or by the Operator, but by each of them.

### **7.2 Venue**

The parties expressly agree that any actions or legal proceedings relating to this Agreement may be brought in the State of Arkansas and that any legal action or procedure of any nature which may be brought by any party relating to this Agreement may only be brought in the following venues, to wit: the Circuit Court sitting in Pope County, Arkansas, or the United States District Court sitting in Little Rock, Arkansas.

### **7.3 Complete Agreement**

This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations and statements whether written or oral by each of the parties.

### **7.4 No Joint Venture**

The County and the Operator agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the County and Operator as joint venturers or partners.

### **7.5 Time of the Essence**

All times, wherever specified herein for the performance by Operator of its obligations hereunder, are of the essence of this Agreement.

### **7.6 Captions**

The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

## 7.7 Force Majeure

(a) An event of "Force Majeure" shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of Operator, or its agents and contractors, of their duties and obligations under this Agreement: (i) Strikes, lockouts, labor disputes, disputes arising from a failure to enter into a union or collective bargaining agreement, inability to procure materials on favorable terms due to market-wide shortages, failure of utilities, labor shortages or explosions; (ii) Acts of God, tornadoes, floods, sinkholes, fires and other casualties; (iii) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, or national or international calamities; (iv) Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure; (v) Any litigation or administrative delay which impedes the ability of Operator to complete the Project, unless based in whole or in part on the actions or failure to act of Operator; (vi) The failure by, or unreasonable delay of, the County, the State of Arkansas or any other governmental authority or subdivision to issue any licenses, permits or approvals on terms Operator reasonably deems necessary to develop, construct, open or operate the Project, unless such failure or delay is based materially on the actions or failure to act of Operator, or its agents and contractors; or (vii) Any impacts to major modes of transportation to the Project Site, whether private or public, which adversely and materially impact access to the Project Site.

(b) Notwithstanding any other provision of this Agreement to the contrary, Operator shall be entitled to an adjustment in the time for, or excuse of the performance of, any duty or obligation of Operator under this Agreement for Force Majeure events, but only for the number of days due to and/or resulting as a consequence of such causes and only to the extent that such occurrences actually prevent or delay the performance of such duty or obligation or cause such performance to be commercially unreasonable.

## 7.8 Amendments

This Agreement may not be modified or amended except by a written instrument signed by the Parties; provided, however, that the parties acknowledge that the Commission may, subsequent to the date of this Agreement, promulgate additional rules or regulations, issue interpretations or adopt policies or evaluation criteria which rules, regulations, interpretations, policies or criteria may conflict with, or may not have been contemplated by, the express terms of this Agreement. In such event, the Parties agree to take all reasonably necessary steps to amend or modify this Agreement to accommodate or reflect the provisions of all such regulations, interpretations, policies or criteria, in a manner that preserves to the fullest extent possible the economic benefits of the transactions contemplated hereby to each of the Parties.



7.9 Further Assurances and Assistance

The County and Operator will cooperate and work together in good faith to the extent reasonably necessary and commercially reasonable to accomplish the mutual intent of the parties that the Project be successfully completed as expeditiously as is reasonably possible. The County also agrees to utilize its best efforts to assist Operator in its dealings with the City of Russellville, whether in obtaining required approvals, services, permits or permissions or addressing matters of concern or importance to its officials or citizens.

7.10 Severability

In the event one or more provisions of the Agreement shall be deemed unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

7.11 Exclusivity

County agrees that it shall not negotiate or enter into another economic development agreement, or any similar agreement to this Agreement, with any other party so long as this Agreement has not been terminated.

IN WITNESS WHEREOF, the Parties have set their hands and had their seals affixed on the dates set forth after their respective signatures below on this 13<sup>th</sup> day of August, 2019.

"COUNTY"

Counsel for Pope County, Arkansas

By: 

Ben D. Cross  
Pope County Judge


8/13/2019  
@ 7:18 P.M.



Clayton E. McCall  
McCall Law Firm  
1020 West Main St.  
Russellville, AR 72801

"OPERATOR"

Counsel for Cherokee Nation Businesses, LLC

By: 

Charles Garrett  
Executive Vice President  
Cherokee Nation Businesses, LLC



Dustin McDaniel  
McDaniel, Richardson and Calhoun, PLLC  
1020 West 4<sup>th</sup> St.  
Suite 410  
Little Rock, AR 72201

# 12 - LETTERS OF SUPPORT



RESOLUTION OF SUPPORT:  
POPE COUNTY QUORUM  
COURT

RESOLUTION NO. 2019-R- 014

**“BE IT RESOLVED BY THE QUORUM COURT OF THE COUNTY OF POPE, STATE OF ARKANSAS THAT: A RESOLUTION IN SUPPORT OF CHEROKEE NATION BUSINESSES, LLC/LEGENDS RESORT AND CASINO, LLC (COLLECTIVELY “CNB”) CASINO LICENSE APPLICATION”**

WHEREAS, we the Pope County Quorum Court have considered the qualifications and suitability of five potential casino operators to establish a facility in Pope County, giving specific attention to public safety, public benefit, business integrity, entertainment amenities and long-term commitment to community partnership; and

WHEREAS, The County Judge has executed an Economic Development Agreement with CNB that establishes significant commitments to the benefit of Pope County; We thank the County Judge for the leadership and judgment he has demonstrated in selecting the proposal and operator best suited for Pope County and negotiating the most favorable terms possible in the Agreement,

NOW THEREFORE BE IT RESOLVED that the Pope County Quorum Court grants and expresses its support for a casino license application to be submitted by the Cherokee Nation Businesses, LLC/Legends Resort and Casino, LLC to build and operate the Legends Resort and Casino in Pope County, Arkansas.

DATE: 8-13-19

APPROVED:



BEN D. CROSS, COUNTY JUDGE

DATE SIGNED: 8/13/2019

@ 7:25 P.M.

ATTEST:

Pam Ennis  
PAM ENNIS, COUNTY CLERK

VOTES FOR: 8 VOTES AGAINST: 4  
ABSTAIN: 1 PRESENT: 13 ABSENT: 0

A-335

LETTERS OF SUPPORT:  
POPE COUNTY JUDGE



**BEN D. CROSS**  
**POPE COUNTY JUDGE**

100 West Main Street Russellville, AR 72801  
(479) 968-7487 Fax (479) 967-6874  
pcjudge@suddenlinkmail.com



November 12, 2019

Arkansas Racing Commission  
c/o Honorable Chairman, Mr. Alex Lieblong  
1515 Building, 1515 West 7<sup>th</sup> Street, Suite 505  
Little Rock, Arkansas 72201

Re: Letter of Support for Cherokee Nation Businesses, LLC/ Legends Resort and Casino, LLC

Dear Chairman Lieblong and Honorable Members of the Arkansas Racing Commission,

In my capacity as County Judge of Pope County, Arkansas, I, Ben D. Cross, submit this letter to express my exclusive support for Cherokee Nation Businesses, LLC/Legends Resort and Casino, LLC ("Legends") to apply for a casino license in the Pope County municipality of Dover. I have met with representatives from Legends and feel that Legends possesses the qualifications, experience and commitment to community support to successfully operate a casino in Pope County, Arkansas. This letter shall serve as the required letter of support to comply with Rule 2.13, Section 5 (b) of the Arkansas Racing Commission Casino Gaming Rules, ACT 371 of 2019, and pursuant to Amendment 100 to the Arkansas Constitution.

This letter is in addition to a resolution of support in favor of Legends issued by the Pope County Quorum Court on August 13, 2019, and is also being submitted under the advice of counsel to mitigate litigation exposure to our county and avert further expense to our local taxpayers in defending any such actions on a local level by relying upon the statutory requirements in question.

Respectfully submitted,

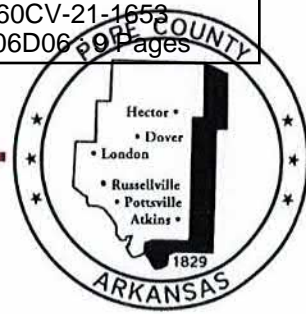
A handwritten signature in blue ink, appearing to read "Ben D. Cross".

Ben D. Cross  
Pope County Judge



**BEN D. CROSS**  
**POPE COUNTY JUDGE**

100 West Main Street Russellville, AR 72801  
(479) 968-7487 Fax (479) 967-6874  
pcjudge@suddenlinkmail.com



November 12, 2019

Arkansas Racing Commission  
c/o Honorable Chairman, Mr. Alex Lieblong  
1515 Building, 1515 West 7<sup>th</sup> Street, Suite 505  
Little Rock, Arkansas 72201

Re: Letter of Support for Cherokee Nation Businesses, LLC/ Legends Resort and Casino, LLC

Dear Chairman Lieblong and Honorable Members of the Arkansas Racing Commission,

In my capacity as County Judge of Pope County, Arkansas, I, Ben D. Cross, submit this letter to express my exclusive support for Cherokee Nation Businesses, LLC/Legends Resort and Casino, LLC ("Legends") to apply for a casino license in the currently unincorporated portions of Pope County. I have met with representatives from Legends and feel that Legends possesses the qualifications, experience and commitment to community support to successfully operate a casino in Pope County, Arkansas. This letter shall serve as the required letter of support to comply with Rule 2.13, Section 5 (b) of the Arkansas Racing Commission Casino Gaming Rules, ACT 371 of 2019, and pursuant to Amendment 100 to the Arkansas Constitution.

This letter is in addition to a resolution of support in favor of Legends issued by the Pope County Quorum Court on August 13, 2019, and is also being submitted under the advice of counsel to mitigate litigation exposure to our county and avert further expense to our local taxpayers in defending any such actions on a local level by relying upon the statutory requirements in question.

Respectfully submitted,

Ben D. Cross  
Pope County Judge

LETTER OF SUPPORT:  
DOVER MAYOR



# *City of Dover*

Mayor's Office  
P.O. Box 258 Dover, Arkansas  
mayorofdover@suddenlink.net  
479-331-3270

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*Gateway to the Ozarks*

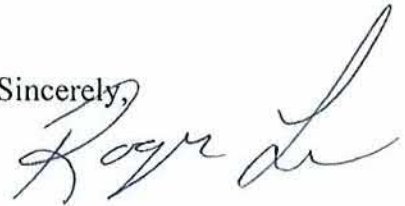
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October 28, 2019

To whom it may concern,

As the mayor of Dover, AR. I give my support to Cherokee Nation Business to build a casino resort, as defined in the economic development agreement between CNB and Pope County, to be located within the city limits of Dover. This opportunity would provide jobs, economic growth, and overall financial stability to the city of Dover.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Lee", written in a cursive style.

Mayor Roger Lee

RESOLUTION OF  
WELCOME:  
RUSSELLVILLE  
CITY COUNCIL

Prepared by:  
William F. Smith III  
City Attorney  
203 S. Commerce Ave,  
Russellville, AR 72801  
Sponsor: Keller  
LAI#1

**RESOLUTION NO. 1782**

**A RESOLUTION WELCOMING CHEROKEE NATION BUSINESS TO THE  
COMMUNITY AND FOR OTHER PURPOSES**

**WHEREAS**, Cherokee Nation Business (“CNB”) has opened an office in the City of Russellville, Arkansas (“City”); and,

**WHEREAS**, CNB is one (1) of the casino operators who has applied for a gaming license in Pope County with the Arkansas Racing Commission; and,

**WHEREAS**, has a letter of support from the County Judge and an economic agreement with the Pope County Quorum County; and,

**WHEREAS**, the City Council of the City of Russellville, Arkansas, desires to welcome CNB into the community and being a community partner.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF  
RUSSELLVILLE, ARKANSAS, THAT:**

**SECTION 1:** The City Council hereby welcomes CNB into the community and is proud of CNB being a community partner to the City.

**SECTION 2:** The recitals in the Preamble of this Resolution are incorporated into this Section of this Resolution by reference.

**SECTION 3:** The Resolution shall go into effect immediately upon and after passage.

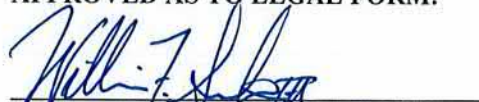
**ORDERED**, this 21<sup>st</sup> day of November, 2019.

  
RICHARD HARRIS, MAYOR

  
GINA SKELTON,  
CITY CLERK-TREASURER

I, Gina Skelton, City Clerk-Treasurer of the City of Russellville, Arkansas, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 1782 passed by the City Council of the City of Russellville, Pope County, Arkansas, on the 21<sup>st</sup> day of November, 2019.

**APPROVED AS TO LEGAL FORM:**

  
WILLIAM F. SMITH III,  
CITY ATTORNEY



RESOLUTION:  
CITY SERVICES  
RUSSELLVILLE  
CITY COUNCIL

---

Prepared by:  
William F. Smith III  
City Attorney  
203 S. Commerce Ave,  
Russellville, AR 72801  
Sponsor: Tripp  
FC#6

**RESOLUTION NO. 1790**

**A RESOLUTION ADDRESSING CITY SERVICES FOR CHEROKEE NATION  
BUSINESS'S CASINO DEVELOPMENT FOR THEIR "SITE 1" AND FOR OTHER  
PURPOSES**

**WHEREAS**, Cherokee Nation Business ("CNB") has opened an office in the City of Russellville, Arkansas ("City"); and,

**WHEREAS**, CNB is one (1) of the casino operators who has applied for a gaming license in Pope County with the Arkansas Racing Commission; and,

**WHEREAS**, CNB has a letter of support from the County Judge and an economic agreement with the Pope County Quorum Court; and,

**WHEREAS**, thru conversations between the Mayor and CNB regarding their casino project in or adjacent to the City limits and its impact on the community, the City has become aware of CNB's concerns with their "Site 1" location; and,

**WHEREAS**, the City recognizes and believes that CNB's "Site 1" is best suited for development by CNB, for the community as a whole for economic development purposes and the location is better suited for the financial interests of CNB in operating a casino than at "Site 2" based on the close proximity of "Site 1" to Interstate 40 interchange; and,

**WHEREAS**, the City proposes to address the concerns of CNB in relation to its "Site 1."

**NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF  
RUSSELLVILLE, ARKANSAS, THAT:**

**SECTION 1:** (a) The City Council shall follow all its procedures and laws concerning CNB's future request for water and sewer services for its casino project based on whether the casino is inside or outside the city limits of the City.

(b) If the casino project is located inside the city limits of the City, then CNB may apply for water and sewer services with City Corporation which operates those services and provide those services to new customers who apply for such services and reside inside the city limits of the City.

(c) If the casino project is located outside the city limits of the City, then CNB shall have to comply with Ordinance No. 1458, which sets out the procedure for the application for the extension of water and sewer services outside the city limits of the City. In sum, Ordinance No. 1458 requires approval of water and sewer services outside the city limits of the City by the City Corporation Board of Directors, the Planning Commission and the City Council in that order.

(d) It is the intent of the City Council and the Mayor to exercise their authority granted to them under the various laws of the State or Arkansas and by local ordinance to provide water and sewer services for "Site 1" whether the site is inside or outside the city limits of the City as both

Prepared by:  
William F. Smith III  
City Attorney  
203 S. Commerce Ave,  
Russellville, AR 72801  
Sponsor: Tripp  
FC#6

the City Council and Mayor recognize the infrastructure needs of CNB's casino project. It is believed that providing such services to the casino project will be in the overall best interest of the community of the City and Pope County.

(e) CNB should recognize that the City Council and Mayor cannot compel entities such as the Planning Commission and the City Corporation Board of Directors, which operate under specific state laws, to approve CNB's request for water and sewer services should the application for such services be made while "Site 1" is outside the city limits of the City.

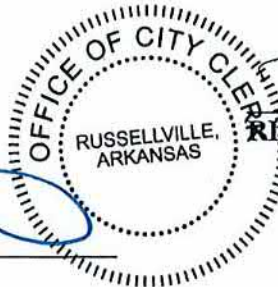
**SECTION 2:** Both CNB and the City acknowledge the City's request and CNB's agreement for CNB to submit to the Pope County Court, the Pope County Clerk or appropriate official or office as designated by either A.C.A. §14-601-101 *et seq.*, or A.C.A. §14-40-609, a voluntary petition for annexation into the City under either A.C.A. §14-601-101 *et seq.*, or A.C.A. §14-40-609 within ninety (90) days after issuance of a casino operating license to operate a casino in Pope County at "Site 1" by the Arkansas Racing Commission.

**SECTION 3:** The recitals in the Preamble of this Resolution are incorporated into this Section of this Resolution by reference.

**SECTION 4:** This Resolution shall go into effect immediately upon and after passage.

**ORDERED**, this 19<sup>th</sup> day of December, 2019.

  
GINA SKELTON,  
CITY CLERK-TREASURER



  
RICHARD HARRIS, MAYOR

I, Gina Skelton, City Clerk-Treasurer of the City of Russellville, Arkansas, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 190 passed by the City Council of the City of Russellville, Pope County, Arkansas, on the 19<sup>th</sup> day of December, 2019.

**APPROVED AS TO LEGAL FORM:**

  
WILLIAM F. SMITH III,  
CITY ATTORNEY



**LEGENDS**<sup>™</sup>  
RESORT & CASINO | ARKANSAS

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[LegendsArkansas.com](http://LegendsArkansas.com)



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RESORT & CASINO | ARKANSAS

SUPPLEMENTAL MATERIALS

*As solicited by the Arkansas Racing Commission on May 7, 2020*

DIGITAL

OPERATED BY

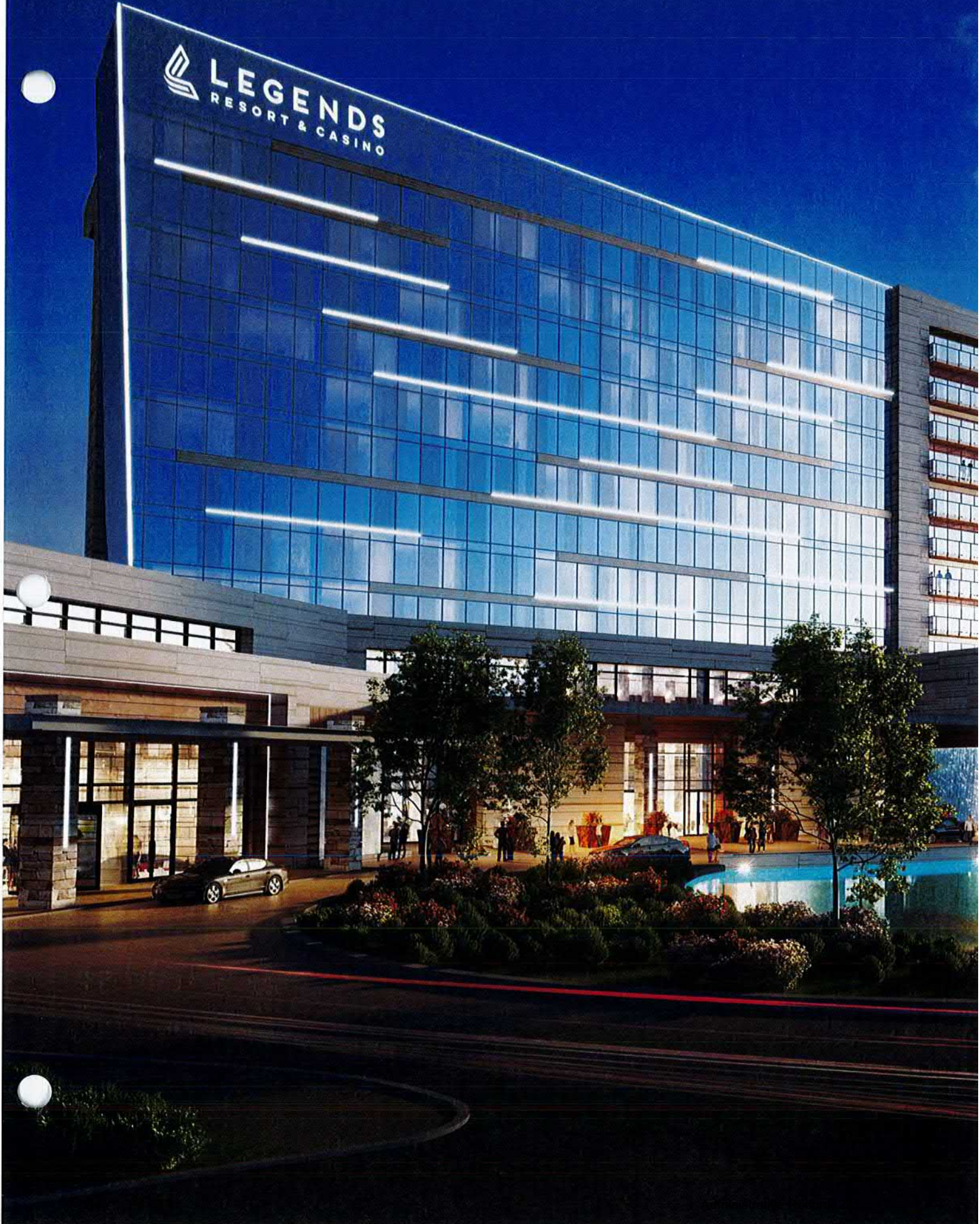


**CHEROKEE NATION**  
Businesses

tabbics  
EXHIBIT  
7



 **LEGENDS**  
RESORT & CASINO



# THE RIGHT CHOICE FOR POPE COUNTY

## **SUPPLEMENTAL MATERIAL PACKET**

As solicited by the Arkansas State Racing Commission on May 7, 2020

**OPERATED BY:**



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May 18, 2020

Arkansas State Racing Commission

1515 W. 7th St., Suite 505

Little Rock, AR 72203

**DEAR ARKANSAS STATE RACING COMMISSIONERS:**

On behalf of the team at Cherokee Nation Businesses (CNB), we appreciate the recent action taken by the Arkansas State Racing Commission to accept our application for "good cause shown" pursuant to its rules. This has been a long and complicated process for all, and we thank you for your patience and dedication throughout.

We value your desire to thoroughly evaluate and compare the two applicants and ultimately make the decision that is in the best interest of Pope County and the state of Arkansas. We are providing this supplementary material to help you with the fair assessment and accurate scoring of our application for the casino gaming license. Please review these materials in conjunction with our application.

As reflected in our application, CNB is a financially sound operator with an impeccable track record of following through on its promises. Throughout our 30-year history, we have succeeded by doing business the right way. This is why – from day one – we have placed a heavy emphasis on trust, transparency and developing relationships with state and local officials, community leaders and the people of Pope County.

I would be remiss to not recognize the tremendous impacts of COVID-19 across the United States and the world. CNB's demonstrable financial strength and experience operating a diversified business employing more than 7,500 employees across 36 companies has put us in a strong position.

We are committed to providing paid leave to all of our hospitality and casino gaming staff throughout the pandemic. Since temporarily closing our 10 casino properties on March 16, paid leave has exceeded [REDACTED], ensuring employees can support their families amid the public health crisis.

We are proud to have entered into a binding economic development agreement with Pope County, which will provide more than \$38 million to various municipalities, fire protection districts and agencies once the license is awarded and associated litigation resolved. Moreover, CNB is honored to have received various expressions of support, including a resolution of support from the Pope County Quorum Court and multiple letters of support from Pope County Judge Ben Cross. We also received a resolution of welcome from the Russellville City Council, as well as recent letters of support from Mayor Lee of Dover, Mayor Tankersley of Pottsville, Mayor McGee of Hector, Mayor Sweet of Atkins and Mayor Frost of London.

Upon the Commission's recent approval of criteria and related weights used for scoring, we wanted to utilize this supplement to display our plans and qualifications in a clear and straightforward manner as it pertains to the four key areas. Our team continues to operate toward the fulfillment of the promise we made to Pope County – to be a good long-term partner. Our diligence and mindfulness throughout this process is reflected throughout this supplemental material.

One thing we can all agree on – Pope County deserves the best, including world-class amenities that visitors from across the region and state will enjoy. This is why it was a top priority for us to bring together a team of world-class partners for this project. We are pleased with how far we have progressed with our project plans to ensure a successful timeline of completion, in accordance with what we laid out in our application.

Even in the midst of an unprecedented public health crisis, we have continued to move forward with our plans to bring Legends Resort & Casino Arkansas to the River Valley. Our hearts go out to the many Arkansas communities who have lost lives and suffered due to the recent pandemic. Recognizing that we have all been tasked with making difficult decisions during this time, CNB will continue to support its employees and the community at-large as best we can. We wish you and your families good health and we hope that you continue to remain safe.

Once again, thank you for considering our application.

Sincerely,



**Chuck Garrett**  
Chief Executive Officer  
Cherokee Nation Businesses

## OVERVIEW

Using the Arkansas State Racing Commission's scorecard criteria for casino gaming applicants, the following supplemental dataset was developed to summarize Cherokee Nation Businesses' overall suitability as a candidate to bring Legends Resort & Casino Arkansas to Pope County.

In the following pages, CNB provides relevant and informative new updates as it pertains to each of the criteria by which it will be evaluated, including an overview of CNB's response to the COVID-19 pandemic and how its decades of experience has informed decision making during these unprecedented times.

| <b>I. Experience Conducting Casino Gaming</b>  |               |
|--|---------------|
| Years of Gaming Experience   | 30+           |
| Number of Gaming Properties  | 10            |
| Annual Guest Visits  | 10 Million+   |
| Number of Employees  | 7,500+        |
| Committed to Responsible Operations  | Yes           |
| Permanently Closed Facilities  | No            |
| Conducted Layoffs  | No            |
| Filed Bankruptcy   | No            |
| <b>II. Timeline for Opening a Casino</b>   |               |
| Project Timeline   | 18 Months     |
| Number of Project Phases   | 1             |
| Development Agreements Secured   | 2             |
| Construction Manager   | CDI           |
| Hospitality Consultant   | Legends, LLC  |
| Architect  | HKS           |
| Sportsbook Partner   | Selected      |
| <b>III. Proof of Financial Stability &amp; Access to Financial Resources, Including but Not Limited to Sources of Financing Immediately Available to Begin Building &amp; Operating a Casino</b> |               |
| Diversified Business Model   | Yes           |
| Funding for Proposed Casino  | Funds on Hand |
| Long Term Debt   | No            |
| Existing Line of Credit  | \$300 Million |

**IV. Plans for the Applicant's Proposed Casino, Including Hotel, Amenities, Projected Number of Employees, & Any Other Information the Casino Applicant Deems Relevant**

|   |                |
|---|----------------|
| Minimum Project Investment                                | \$225 Million  |
| Hotel Rooms   | 200            |
| Slot Machines   | 1,200          |
| Table Games   | 32             |
| Permanent Jobs  | 1,000+         |
| Sportsbook  | Yes            |
| Outdoor Music Venue Seating                               | 5,000 Capacity |
| Gaming Floor  | 50,000 sq ft   |
| Economic Development Agreement Requiring Project Minimums | Yes            |
| Support from Current Elected Pope County Officials        | Yes            |
| Support of Pope County Mayors                             | 5 of 6         |

| Commitment to Arkansas                           |  |
|--|--|
| Economic Development Agreement                   | \$38.8 Million & \$2 Million+ Annually |
| Cost of Items Purchased from AR Vendors          | \$83 Million                           |
| Charitable Investments in Pope County            | Yes                                    |
| Historical Connection to Arkansas                | Yes                                    |
| Arkansas Residents Employed                      | 200                                    |
| Prioritizes Arkansas-Based Vendors               | Yes                                    |
| Investment in the River Valley Community         | Support 40+ Local Organizations        |
| Current Pope County Business Office              | Yes                                    |
| Community Forum About Economic Impact of Project | Yes                                    |

| Employee Relations            |     |
|-------------------------------|-----|
| Company Matching 401(k)       | Yes |
| College Tuition Reimbursement | Yes |
| Competitive Benefits Package  | Yes |

| Disaster Response                           |            |
|---|------------|
| Paid All Employees During COVID-19 Shutdown | Yes        |
| Layoffs Prior to COVID-19                   | No         |
| Layoffs During COVID-19                     | No         |
| [Redacted]                                  | [Redacted] |

I. EXPERIENCE  
CONDUCTING  
CASINO GAMING



## EXPERIENCE INFORMS DECISION MAKING. EVEN AMIDST A CRISIS.

CNB is proud to have a rich history in gaming dating back 30 years as outlined in its application. But, in 2020 – the world changed. This supplement explains how CNB has relied on its decades of experience to guide the organization through the COVID-19 pandemic.

From the onset of its spread in southeast Asia and into Europe, CNB actively monitored COVID-19 starting late last year and identified it as a potential high-risk for business operations across the globe. As the velocity of transmissions increased, CNB created a task force in early February charged with responding to and protecting employees, guests and business assets. The task force relied upon CNB's business expertise, as well as counsel from consultants Bain & Company and KITH, and the Centers for Disease Control and World Health Organization.

Prior to COVID-19, CNB responded to the record-floods that affected communities throughout northeast Oklahoma and the Arkansas River Valley in May of 2019. During this time, CNB had to temporarily close one of its gaming facilities – Cherokee Casino Fort Gibson – as the Arkansas River crested toward record heights. The facility took in more than several feet of standing water. Over the course of this time, CNB continued to pay employees.

Through this event, CNB's disaster mitigation response team communicated the facility's closing to all guests and proactively moved out assets to mitigate losses during the period before waters entered the facility. This event also helped establish a strategic framework for CNB's public health task force and ensured it focused efforts on protecting guests and the well-being of employees at all costs.

Safety, speed and thoughtfulness were important tenets of CNB's disaster response plan for that situation which was utilized as a framework for the build-out of CNB's immediate response to the COVID-19 pandemic.

Tangible actions from CNB's response plan began to materialize in early February, with the implementation of guidelines issued by the Centers for Disease Control and Prevention, including increased cleaning protocols and the installation of additional hand sanitizer stations across all 10 properties.

CNB's task force also established a set of monitoring gates that informed decision making when it came to facility closures and work-at-home orders. Within a month of creating and adopting this framework, all risk-gates were triggered, and on March 16, under the guidance of local, state, tribal and federal officials – CNB made the decision to temporarily close all public-facing operations due to the pandemic. This included all casinos, hotels, retail operations and museums.

Upon closing its casino properties, CNB donated several tons of perishable food items to community members in need. In addition, marketing campaigns were scaled back, and corporate travel and conferences were put on hold. Capital projects, except for those necessary for safety reasons, were suspended or deferred.

CNB has also recognized that without winning the trust and goodwill of its employees, even the best-laid plans can go to waste. CNB's ability to stand by its commitments in the worst of times means it is able to keep the most talented workforce in gaming and hospitality intact. Continuing to pay hospitality and gaming staff while facilities are closed is something CNB is in a unique position to do and believes is right. Since closing operations on March 16, CNB has paid hospitality and gaming employees more than [REDACTED] in payroll.

CNB's financial strength is led by its diverse revenue stream that supports business continuity during challenging times. CNB's federal contracting businesses, Cherokee Federal, continues to provide essential services to government clients and grow its footprint and is on track to win more than [REDACTED] in new contract awards this fiscal year (Oct-Sept). This includes working with the U.S. Department of Health and Human Services and military health agencies to provide critical mission support in response to the COVID-19 pandemic – putting many employees working on government sites on the forefront of pressing solutions.

Looking ahead, CNB has a plan in place for reopening all corporate offices, each of its 10 gaming facilities and diversified business operations around the world. For CNB's hospitality and gaming businesses, phased reopening plans include adherence to social distancing guidelines and cleaning protocols to do what it can to help prevent the recurrence of outbreaks in high-traffic facilities.

Restoring normal business operations in the hospitality industry will require finesse. CNB is studying and implementing recent advances in security techniques and gaming practices to further assist health and safety. One promising technique is point-of-entry monitoring via walk-up or drive-through checking areas. Using temperature-taking stations and/or thermal scanning options, combined with effective social distancing protocols, CNB can monitor guest and employee health, isolate symptomatic persons and refer them to medical experts. This effort will greatly contribute to maintaining health security within CNB's gaming operations and reduce overall exposure. As included in this packet, CNB has provided a copy of its reopening plan titled, "Responsible Hospitality."

In the future, gaming operators must position health security as a key priority when protecting the safety of guests and employees.

CNB is leading this charge.

While the Legends office in Downtown Russellville remains closed during the COVID-19 crisis, CNB continues to provide support to first responders across Pope County.



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Administrative Record, 231

## II. TIMELINE FOR OPENING A CASINO

## COMMITMENT TO PROGRESS FULFILLS OUR PROMISE. EVEN AMIDST A CRISIS.

Since submitting its application for the casino license, CNB has moved full-speed-ahead and focused on securing business partnerships, establishing agreements with local authorities and clearly communicating the goals put forth in its timeline to complete Legends Resort & Casino Arkansas.

The credibility of CNB's timeline is further bolstered by the establishment of an economic development agreement with Pope County. This agreement, unprecedented among current and prospective Arkansas casino gaming providers in its scope, details the legally required minimum \$225 million investment in Legends Resort & Casino Arkansas. With this agreement in place, CNB's commitment to community is stronger than ever.

As part of the economic development agreement, CNB is excited to currently be working alongside local officials to determine the structure of a charitable foundation by which CNB will donate \$2 million annually with an inflationary increase in perpetuity.

In terms of the operational timeline itself, CNB has remained committed to actively investing in the project over the past year and taking the necessary steps to ensure construction commences immediately upon the receipt of the necessary permits and entitlements pending resolution of any related litigation.

This includes regularly working alongside its team of world-class partners to develop and design plans for the entire casino resort. Upon finalizing its contract with Legends in May 2019 for project management, hospitality services and revenue maximization, CNB immediately went to work developing a custom-fit project for Pope County. The nationally-recognized team at HKS Architects joined the project in the summer of 2019 to develop the schematic designs to validate the project. To-date, the team has drafted the layout and design for the following:

- a. Preliminary casino layouts
- b. Casino services
- c. Sportsbook
- d. All floors of the hotel
- e. Back of house support
- f. Multipurpose venue for entertainment & meetings
- g. Food & beverage spaces including the casino bar, sportsbook & bar, food hall, steakhouse & the pool bar

Additionally, CNB and Legends have developed and continue to work through initial food and beverage programs for the various dining options. The team has also designed parameters for the resort pools, waterpark, RV park and outdoor amphitheater.

Beyond the design and plans for the project, CNB has enlisted Legends to provide expert project management counsel by which it has solicited, contracted and engaged primary design professionals including civil engineering, geotechnical services, mechanical engineering, electrical engineering, plumbing engineering and structural engineering. CNB and Legends have prepared both the Russellville and Dover sites as much as possible without breaking ground, including enlisting civil engineering firm Garver to vet infrastructure requirements in Pope County and meet with utility providers.

Over the past several months, despite its primary focus and duty to ensure the proper response to the COVID-19 pandemic across its portfolio of businesses, CNB has continued to make critical decisions on the construction front. The team completed the request for proposal process, qualified the top four candidates for construction manager, and selected Arkansas-based CDI Contractors to join its all-star team of project partners. With a successful track record completing projects such as the Donald W. Reynolds Razorback Stadium at the University of Arkansas in Fayetteville, the team at CDI understands the importance of keeping construction timeline commitments.

III. PROOF OF FINANCIAL STABILITY & ACCESS TO FINANCIAL RESOURCES, INCLUDING BUT NOT LIMITED TO SOURCES OF FINANCING IMMEDIATELY AVAILABLE TO BEGIN BUILDING & OPERATING A CASINO

### **FINANCIAL STABILITY ENSURES CONTINUED INVESTMENT. EVEN AMIDST A CRISIS.**

Despite current market conditions and the ongoing global impact of COVID-19, it is extremely important to emphasize that CNB remains in a strong financial position and maintains the cash on hand required to successfully fulfill its commitments and plans for Legends Resort & Casino Arkansas.

Although its 10 gaming properties remain closed, CNB has multiple revenue streams through its federal companies. CNB has not and will not lay off any of its 7,500 employees – 200 of which are Arkansas residents – across 50 states and 26 countries.

CNB has paid ██████████ to casino employees throughout COVID-19 closures. A number of employees who took voluntary furlough only did so of their own accord because they fared better with federal benefits. Upon reopening its casinos, CNB will safely resume gaming operations with its workforce completely intact, further underscoring its strong financial position.

CNB's financial strength positions it well, even in turbulent credit markets.

The financial stability of CNB beyond its gaming and hospitality portfolio has allowed for its continued investment in Legends Resort & Casino Arkansas. This includes making steady progress on the project development front, as well as continuing to fulfill commitments to the River Valley. In March and April of this year, the Legends Resort & Casino Arkansas team promoted local establishments on its social media channels through its "United Together" campaign.

Additionally, CNB staff in Pope County have facilitated food deliveries to municipalities and hospital workers (while practicing safe social distancing), as well as donated \$2,500 to River Valley Food 4 Kids to ensure student access to daily lunches during the pandemic.

Lastly, it is important to mention one of the primary reasons Pope County Judge Ben Cross and the Pope County Quorum Court selected CNB as its operator of choice – its diversified business portfolio, stable revenue base and debt-free operations due to a strong balance sheet.

The severe implications caused by the global pandemic and CNB's response should reinforce why it is the right choice for Pope County.

IV. PLANS FOR THE  
APPLICANT'S PROPOSED  
CASINO, INCLUDING  
HOTEL, AMENITIES,  
PROJECTED NUMBER  
OF EMPLOYEES & ANY  
OTHER INFORMATION  
THE CASINO APPLICANT  
DEEMS RELEVANT



### **STRENGTH OF PARTNERS GUARANTEES PROGRESS. EVEN AMIDST A CRISIS.**

The plans for Legends Resort & Casino Arkansas rest on a strong foundation. Over the course of its rich 30-year history as a casino gaming operator, CNB has developed a proven formula that tailors the right product offerings to each new market it serves. As evidenced by the success of its 10 existing properties, CNB's discipline and financial stability will ensure this project is viable and achievable.

CNB engaged Morowitz Gaming Advisors to validate the market potential for a casino resort development in Pope County. As reflected in the application, Legends Resort & Casino Arkansas has been strategically designed and sized to the market based on these findings. As a good community partner, CNB strives to create the best possible guest experience while also keeping in mind the well-being of local businesses in and around Pope County.

CNB also engaged Dr. Russell Evans, a leading economist, to commission an independent economic impact study to validate CNB's internal estimates of the economic impact of Legends Resort & Casino Arkansas. With the aid of this additional research, CNB can confidently state that the regional economic impact of its project will exceed \$5 billion over a 10-year period.

Over the past year, CNB has actively worked with its strategic partners to evaluate and refine the plans for Legends Resort & Casino Arkansas, including the buildout of floor plans, dining concepts and other resort details to ensure an optimal guest experience.

From the moment guests pull into the entrance of Legends Resort & Casino Arkansas, one thing will be undeniable – each detail was designed specifically for Pope County and the River Valley. The project's architecture firm, HKS, has worked hard to ensure every detail of the project reflects the area while showcasing the "Legends of Arkansas." From the River Valley's native fauna to the memorabilia of Arkansas' legendary sports and music icons, Legends Resort & Casino will be Pope County's casino.

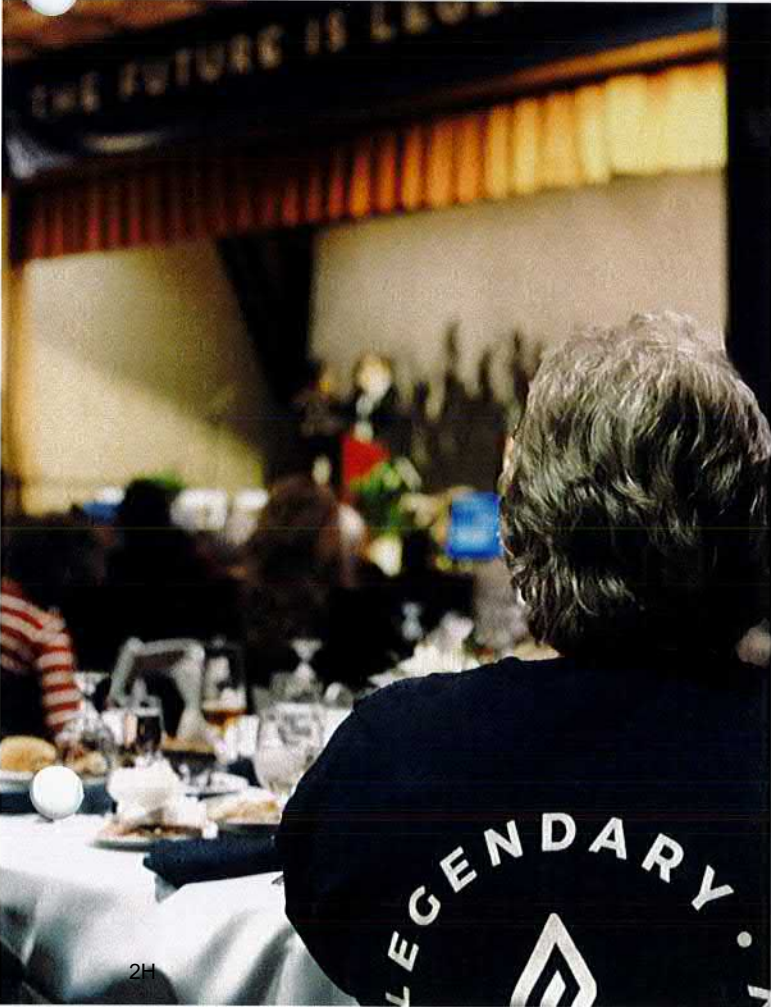
To further ensure plans for Legends Resort & Casino Arkansas are built on a solid foundation, CNB's team has remained in close communication with land owners in both Russellville and Dover to maintain land options detailed in the application.

Lastly, the success of Legends Resort & Casino Arkansas stands to benefit from CNB's firmly established roots in Pope County. This can be largely attributed to the ongoing investment CNB has made in developing meaningful relationships and becoming an active participant in the community. From the onset, CNB has focused diligently on being a constant presence in Pope County, immersing itself in the culture, as well as regularly attending local civic meetings, community gatherings and frequenting the many businesses and dining establishments the River Valley has to offer.

Through the local presence established by way of its office in downtown Russellville which opened in September 2019, CNB has welcomed thousands of visitors and identified opportunities to fulfill its promise to be a good community partner. CNB already has demonstrated its commitment to buying, hiring and sourcing locally through its office. Not only has CNB hired local residents as employees, it has purchased goods and services from local vendors and supported more than 40 local organizations through volunteer efforts, event sponsorships and financial contributions. During the COVID-19 pandemic, CNB has remained highly involved by taking its office virtual and utilizing its website and social media platforms to launch a "United Together" campaign in which it serves as a reference for helpful information, as well as an avenue to continue the open dialogue with the community and to support local businesses.

In February 2020, CNB hosted 400 members of the public at the Hughes Community Center in Russellville for a free community update event and dinner. Through this event, Pope County residents had the opportunity to meet the many faces behind the project including Cherokee Nation Principal Chief Chuck Hoskin Jr. and other project partners.

CNB's commitment to doing business the right way has created countless partnerships that position the organization as "The Right Choice for Pope County."



# THE RIGHT CHOICE FOR POPE COUNTY

A crisis reveals true character.

Cherokee Nation Businesses stands ready to be judged on the merits of its application to the Arkansas State Racing Commission and is the reliable partner who will see this project through to completion.

We are ready, willing and financially able to move forward in bringing Pope County the world-class resort it deserves.

We are confident we are the right choice for Pope County.



# RESPONSIBLE HOSPITALITY

Cherokee Nation Entertainment's plan for offering a safe,  
responsible place of employment and entertainment



A Wholly Owned Subsidiary of Cherokee Nation Businesses

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CHEROKEE NATION®

**Osiyo!**

The Cherokee Nation and Cherokee Nation Businesses have made tremendous progress in our fight to stop the spread of COVID-19 in our workplace and our communities these past two months. Isolating at home and working remotely has been unprecedented in the history of our tribe. Thankfully, when the public health crisis swept through northeast Oklahoma, we were prepared and ready to act using guidance based on science, medical facts and compassion from our health teams and the CDC. I commend you all for doing your part to stay safe, keeping your families safe and keeping your neighbors safe. Our data shows that our State of Emergency and Shelter in Place movement early on proved effective in minimizing the number of positive cases within the Cherokee Nation. We're navigating our way through the worst public health crisis in generations and will continue to work together to get through these next chapters. After all, we're all in this together.

Chuck Hoskin Jr.  
Principal Chief  
Cherokee Nation



**A message to our team members and guests,**

**The health and safety of Cherokee Nation Entertainment (CNE) team members, valued guests and the communities where we live and work will continue to be our top priority as we navigate through this challenging time. Our venues provide entertainment and enjoyment, but also serve as a key part of the economic engine of the Cherokee Nation, one of the largest job providers in northeast Oklahoma.**

**We suspended operations across all of our properties in mid-March to protect our employees, our guests and the general public. While challenging, it is clear it was the right course of action. Now, we must rise to meet the challenge of bringing our organization back to safe and productive operations. We have been closely monitoring all available guidance regarding COVID-19 for both our industry and our region, including information supplied by the Centers for Disease Control and Prevention (CDC), and our state and local health departments.**

**As we approach a multi-phase reopening of our facilities and amenities, we have developed extensive guidelines and procedures that enhance our stringent standards for sanitization and cleaning. We will commence operations only when we are confident we can provide an experience that minimizes the risks to the safety and security of our employees, our guests and our community.**

**We are incredibly proud of the work our team has done to protect one another and to ensure our guest experience remains unparalleled. While the guest experience will be different than before, we will continue to deliver the same market-leading hospitality and entertainment they have come to know and love.**

**How we move forward from this pandemic will be a part of our legacy. We intend to emerge confident in the knowledge that we did all we could to protect the safety of our employees, ensure the enjoyment of our guests and preserve the security of our future. We are proud of the commitment of our team and look forward to welcoming guests back soon.**

A handwritten signature in black ink that reads "Chuck Garrett".

**Chuck Garrett  
Chief Executive Officer  
Cherokee Nation Businesses**



# 1.0 Responsible Hospitality

The *Responsible Hospitality* program was designed to enhance safety and minimize risk for Cherokee Nation Entertainment (CNE) team members and guests. The program ensures sanitization and hygiene practices at our facilities surpass already rigorous standards and meet or exceed regulatory requirements and recommendations of health officials.

We have incorporated the most current information available on enhanced sanitization and cleanliness for the hospitality industry and will remain ready to augment our program as new information emerges. CNE will continue to monitor guidelines from the Centers for Disease Control and Prevention (CDC), as well as other governmental and local health agencies. We are deploying simple solutions such as hand sanitizer stations, as well as more complex solutions, such as temperature screenings and reconfiguring amenities throughout all casino properties, retail operations and golf courses.

## 2.0 Our Approach

CNE's current operations span 10 properties across northeast Oklahoma and we rely on thousands of team members to deliver quality guest service and experiences. We have chosen to take a measured approach to reopening our venues to the public and will be evaluating each location based on its relative complexity, size and health factors in surrounding areas. CNE's phased approach for reopening is called **Responsible Hospitality** and will be implemented in three phases:

- **Now:** Immediately upon reopening.
- **Near:** Progress and adapt to a new operating environment.
- **Future:** Incorporate firsthand learning experiences with data and science to add resiliency and preparation for stable, healthy, long-term operations.

At every step, our program focuses on **team member and guest safety**. **Responsible Hospitality** includes additional training for our team, physical distancing guidelines, enhanced sanitization and cleaning, with the use of personal protective equipment (PPE) to help mitigate risks. Our guests should expect the most stringent measures to be in place now, with adjustments made as circumstances evolve. We will continue to monitor conditions in our communities to ensure that we are bringing venues back into service appropriately and at the right time.

## 3.0 What Responsible Hospitality Means For Our Team Members

CNE has adopted many new health and safety practices and will ensure details are clearly communicated and monitored. We want our team to be comfortable during their workday and to return home to their families and communities safely. A healthy, safe team also means a healthier, safer environment for our guests. As we begin our *Responsible Hospitality* program and facility reopenings, team members can expect the following protocols:

**Entry Screening:** All team members will be subject to a brief health questionnaire upon arrival including a noninvasive temperature screening. Any team member experiencing a temperature above 100.4°F, or who displays other risks based on the health questionnaire, will not be allowed access to the property and will be provided with information and assistance to seek medical care.

**Personal Protective Equipment:** All team members will be issued and required to wear masks when working indoors. Those working outdoors will be required to wear a mask while in close proximity to one another or guests. Training on proper mask usage will be provided and disposable gloves will be required based upon roles and responsibilities.

**Handwashing:** We will refresh training on handwashing and remind each other, and our guests, to take advantage of this easy preventative measure with increased rigor. Additional touchless hand sanitizer stations will be placed throughout each property including employee work zones.

## 3.0 What Responsible Hospitality Means For Our Team Members (cont)

**Physical Distancing:** Wherever possible, we are redesigning our workflow and our physical environment to encourage and maintain physical distance in accordance with health guidelines. Signage will be added to provide guidance throughout each property and will indicate areas that are temporarily closed.

**Back of House:** Sanitization and cleaning efforts will also extend to back of house areas. Some break areas will be temporarily closed. Shifts will have staggered start times to reduce back of house traffic.

**Training:** Additional procedures require additional training. CNE's Human Resources and Safety Teams will provide employees with up-to-date information and training. All team members will be required to complete this mandatory training prior to returning to their position. This includes, but is not limited to, face mask etiquette, enhanced sanitization and cleaning procedures, and handwashing.

Questions and concerns from team members regarding CNE's Responsible Hospitality program can be addressed to the Human Resources team via the HResponse Hotline or email.

## 4.0 What Responsible Hospitality Means For Our Guests

We look forward to serving our guests again soon and providing the unmatched hospitality and entertainment they have come to expect. CNE will continue to follow evolving health guidelines and utilize the most current science and facts to keep our guests and our team members safe. We ask for patience and understanding as we adapt to this new operating environment. Now, and in the near term, guests should expect:

**Hours and Amenities:** We will limit our operating hours at select properties to allow time to clean and sanitize thoroughly each day. Some amenities and venues will be temporarily closed throughout our multi-phased reopening.

**Entry Screening:** Just like our team members, we will require and offer guests a noninvasive temperature screening prior to enter our facilities. Anyone with a temperature in excess of 100.4°F will not be permitted access to our properties.

**Masks:** It is required that all guests, as well as team members, wear a mask. We suggest that guests bring their own masks, which should cover the nose and mouth, but not the entire face or head.

**Please note:** There are areas within each property where masks may be briefly removed to accommodate eating or drinking. Brief removal of a mask may also be required by staff for identification purposes.

## 4.0 What Responsible Hospitality Means For Our Guests (cont)

**Physical Distancing:** Six-foot distancing guidelines will be in place according to recommendations by the CDC. Guests will be asked to follow the same guidelines, observe signage and follow recommendations from team members:

- We will be reducing the maximum allowable occupancy of our properties and venues to ensure guests have the appropriate amount of space to follow physical distancing guidelines.
- Electronic Games and Table Games will be arranged to accommodate recommended minimum distances.
- We are reducing capacities in our restaurants to ensure spacing recommendations are implemented effectively.
- Our cashiers and customer service areas will have clear, protective shields installed to provide a protective barrier between team members and guests, as well as signage indicating physical distancing recommendations.
- Additional signage will be visible throughout each property to address recommended distancing practices in elevators, lobbies and other areas.

## 4.0 What Responsible Hospitality Means For Our Guests (cont)

**Inside the Properties:** We've implemented new, extensive cleaning and sanitization processes, some of which will be visible to guests and others that are not. These processes include:

**Sanitizer Stations:** Stations with sanitizer and disinfectant wipes will be accessible throughout the property.

**Enhanced Cleaning & Sanitization:** These processes will take place throughout our venues including utilizing disinfecting equipment and cleaning agents that meet or exceed established guidelines. During the closure, and for the foreseeable future, CNE will continue to work with third-party companies to perform extensive deep cleaning and disinfecting within each of our facilities. Some of these protocols include:

- Our processes will utilize cleaning and sanitization chemicals that are certified to kill up to 99.9999% of all bacteria and viruses (including the COVID-19 virus.)
- Electrostatic sprayers will be used to apply disinfectant coatings on hard and soft surfaces.
- The frequency of cleaning will be increased for public spaces like restrooms and high-use common areas such as elevators, entryways and service counters.
- Electronic Games and Table Games will be cleaned in-between guest use and upon request.
- An increased number of team members will be on duty, dedicated to cleaning and sanitizing our venues.
- We will increase the frequency in which we sanitize our casino chips using state-of-the-art equipment and supplies.

## 4.0 What Responsible Hospitality Means For Our Guests (cont)

**Safety & Security Staff:** Our safety and security teams are being trained on additional procedures and will remain ready to help any guests as needed. Physical distancing and PPE will be utilized. Brief removal of mask may be required for identification purposes.

Our customer service team will always be available to address concerns about CNE's **Responsible Hospitality** policy and procedures or the guest experience. In addition, guests can find up-to-date information on our website and the One Star Rewards mobile app.



## 5.0 Casino Operations

Our casinos will continue to offer guests the excitement and entertainment they have come to expect. We are making significant changes to ensure that our team and our guests are safer while in the casino. Here are some changes guests will notice while visiting our casinos:

### Electronic Games:

- The number of Electronic Games and seats made available to the public will be reduced in an effort to promote proper physical distancing.
- Sanitizing wipes will be readily available throughout the gaming floor to allow guests to sanitize their gaming machine of choice.
- An increased number of team members will be present on the floor, dedicated to cleaning and sanitizing Electronic Games and seating.

### Table Games:

- Table Game seating will be reduced to a maximum of three seats per table. Chairs and rails will be sanitized after each guest leaves.
- Guests will be offered hand sanitizer at the start of play.
- Items including cell phones, wallets and keys will not be permitted on the table.
- Cards will be changed out a minimum of three times per day.
- Chip trays, shufflers, card shoes, discard racks and other equipment will be thoroughly sanitized at frequent intervals.

## 5.0 Casino Operations (cont)

**Poker Operations:** Poker operations will not be available immediately upon reopening. Once we determine it is safe to offer poker again, we will do so with additional safety protocols in place.

**Player's Club:** Our market-leading Player's Club program will be available to assist guests upon reopening. To ensure guest safety, we will:

- Sanitize all keypads and touch screens after each guest's use and have sanitizing wipes readily available for guests to use on touch screens and kiosks.
- Limit the exchange of physical Player's Club cards between guests and staff.
- Brief removal of mask may be required for identification purposes.

## 6.0 Promotions & Events

In the future, we will begin to reintroduce the promotions and events our loyal guests have come to know and love. We will find innovative ways to offer limited promotions and gift events that reward guest loyalty upon reopening. All event-based and drawing promotions will remain suspended. Previously announced promotions, as well as offers that were interrupted during recently suspended operations, will be addressed as follows:

### March Promotions:

- March promotions will be rescheduled.
- Guests will retain all entries previously earned and will continue to earn entries added to the previous total until the promotion is completed.
- Guests who earned the required points to receive March's "Gift of the Month" will be able to claim their gift at a future date. Other guests will be granted an extended earning window.
- Rewards play not redeemed for March will be added to guest accounts upon reopening and will be available for 30 days.

### One Star Rewards:

- The tier qualifying year has been extended through December 31, 2020, to all guests.
- Points that were set to expire after 12 months of no activity will be granted an additional 90 days until expiration.
- Some One Star tier offers have been suspended for at least 60 days due to health and safety concerns including cruises and Las Vegas trips.
- Food and beverage promotions will remain suspended.

## 7.0 Food & Beverage Offerings

To further enhance the safety of our guests and team members, we are adding additional protocols that support recommended guidelines for food and beverage service. At this time, all buffet-style restaurants and banqueted events will remain suspended. Additional changes will be made as we implement our *Responsible Hospitality* program including:

- Venues will have a reduced seating capacity and we will be limiting the group sizes permitted to dine together to help maintain distancing.
- Dining tables, counters and seating will be cleaned and sanitized after each use.
- Venues will utilize contact-less food delivery methods whenever possible.
- Team members will wear gloves when preparing and delivering food items.
- Venues will utilize disposable menus and provide a new menu for each guest.
- Most food and beverage items will be served in disposable containers.
- Some menus may be limited due to product availability and to reduce the amount of staff required in our kitchens.
- Self-serve drink stations will be temporarily closed.
- Single-use condiments and utensils will be available upon request.

## 8.0 Hotel Operations & Amenities

Upon reopening, our hotels will limit occupancy. We will adjust occupancy plans as conditions allow. Key changes guests can expect when they stay with us include:

- Hotel guests will receive a complimentary welcome package upon check-in equipped with a mask, gloves and disinfecting wipes.
- Each room will be deep cleaned prior to occupancy with a peroxide-based cleaner and disinfectant. A notice will be posted on each door to alert guests that the room has been thoroughly sanitized.
- We will use a 2-person team to change over each room—one to remove used items and one to place new, sanitized items on disinfected surfaces.
- Some in-room items will be removed including throw pillows and printed materials.
- All high-touch surfaces including coffee makers, remotes, door handles and light switches will be cleaned and disinfected.
- Bell service and valet services will be temporarily suspended.
- Ice machines on guest floors will be disabled and ice will be delivered upon request in disposable packaging.
- Pool areas will remain temporarily closed.

Though the guest experience may be different than in the past, we remain committed to providing a clean, relaxing and enjoyable environment for guests.

## 9.0 Entertainment & Golf

**Entertainment:** We are working to bring back our iconic live music and entertainment performances, and look forward to announcements about bookings and safety measures soon. Entertainment will be offered with the following changes:

- Limited, live entertainment will continue without dancing.
- Dance floors will provide more space for recommended physical distancing.
- Seating will be reduced to allow for proper physical distancing.

View the entertainment schedule for each property by visiting the website or in the One Star Rewards mobile app.

**Golf:** We will continue to offer an award-winning golf experience to our guests. The following changes will be implemented to maximize the health and safety of our golfers including:

- Golf carts will be sanitized between each user. Limit one player per cart.
- On the course, cups are turned upside down to prevent unnecessary contact.
- Hand sanitizer stations have been added near course restrooms.
- Masks are required to enter the clubhouse and Pro Shop areas, but are not required on the course during play.
- Team members and guests must follow recommended physical distancing guidelines.

## 10.0 Retail

Retail options at our properties will operate differently as we make changes for the safety of our guests and team members including:

- Limited hours of operation to allow our team time to clean and sanitize more frequently. Fogging cleaners will be used for soft goods and merchandise.
- The number of guests allowed in the store at any one time will be limited.
- Plexiglass partitions will be installed at the counters.
- Guests in the store and waiting in line must maintain recommended physical distance.
- Counters, keypads, touch screens and door handles will be sanitized frequently. Credit card machines will be sanitized after each use and guests will be offered a single-use, clean pen if requested.
- Stand-alone smoke shops will be drive-through only.

## 11.0 What's Next

CNE's *Responsible Hospitality* program was designed to be a flexible, evolving program that addresses the needs of now, while working towards returning our properties, amenities and services to full use. We will continue to implement industry-leading practices to ensure our team members and guests remain safe and healthy. We look forward to revising, streamlining and implementing improved measures as we progress towards a more resilient future.

Wado!





# LETTERS OF SUPPORT

**LEGENDS™**  
RESORT & CASINO | ARKANSAS

# COUNTY SUPPORT



RESOLUTION NO. 2019-R-014

**“BE IT RESOLVED BY THE QUORUM COURT OF THE COUNTY OF POPE, STATE OF ARKANSAS THAT: A RESOLUTION IN SUPPORT OF CHEROKEE NATION BUSINESSES, LLC/LEGENDS RESORT AND CASINO, LLC (COLLECTIVELY “CNB”) CASINO LICENSE APPLICATION”**

**WHEREAS**, we the Pope County Quorum Court have considered the qualifications and suitability of five potential casino operators to establish a facility in Pope County, giving specific attention to public safety, public benefit, business integrity, entertainment amenities and long-term commitment to community partnership; and

**WHEREAS**, The County Judge has executed an Economic Development Agreement with CNB that establishes significant commitments to the benefit of Pope County; We thank the County Judge for the leadership and judgment he has demonstrated in selecting the proposal and operator best suited for Pope County and negotiating the most favorable terms possible in the Agreement,

**NOW THEREFORE BE IT RESOLVED** that the Pope County Quorum Court grants and expresses its support for a casino license application to be submitted by the Cherokee Nation Businesses, LLC/Legends Resort and Casino, LLC to build and operate the Legends Resort and Casino in Pope County, Arkansas.

DATE: 8-13-19

APPROVED:



BEN D. CROSS, COUNTY JUDGE

DATE SIGNED: 8/13/2019

@ 7:25 P.M.

ATTEST:

Pam Ennis  
PAM ENNIS, COUNTY CLERK

VOTES FOR: 8 VOTES AGAINST: 4  
ABSTAIN: 1 PRESENT: 13 ABSENT: 0

A-335

FILED

2019 AUG 13 PM 7:45

PATTENNIS  
POPE COUNTY CLERK

**ECONOMIC DEVELOPMENT  
AGREEMENT**

This Economic Development Agreement (the "Agreement") is entered into as of August <sup>13<sup>th</sup></sup>, 2019 by and between the citizens of Pope County, Arkansas acting by and through the Pope County Judge Ben Cross (the "County") and Cherokee Nation Businesses, LLC, (the "Operator"). Capitalized terms used and defined elsewhere in this Agreement are defined in Section 1.

RECITALS

- A. Operator seeks to make application to the Arkansas Racing Commission (the "Commission") for the casino license established in Arkansas Constitutional Amendment 100 in Pope County, Arkansas (the "License").
- B. As a condition precedent to submission of such application, Operator is required by Amendment 100, the Rules of the Commission, and Arkansas Act 371 of 2019, to provide written evidence of the County's support of said application;
- C. The Pope County Judge has the authority, pursuant to Ark. Const. Amend 55 Sec 1(a) and Ark. Code Ann. Sections 14-14-801(a), 14-14-801(2), 14-14-1102(b)(7)(A), 14-164-201, *et seq.*, 14-170-205, and 14-176-103, to negotiate in good faith with the Operator, to enter into this Agreement, to perform all of the terms and conditions imposed upon the County hereunder, and to require performance by Operator of the terms and conditions upon it hereunder;
- D. Operator's development plans contemplate not only a Casino, but also ancillary facilities including recreational and entertainment components;
- E. The Project will result in hundreds of millions of dollars of capital investment by Operator, thousands of jobs, significant direct and indirect revenues and other economic benefits to the County and surrounding area; and
- F. This Agreement shall become effectuated, fully executed and enforceable upon endorsement signatures of representatives of both the County and Operator and the passage of a Resolution of Support by the Pope County Quorum Court for the Operator's casino license application to be submitted to the Commission.

**NOW, THEREFORE**, in consideration of their execution and delivery of this Agreement, the passage of a Resolution of Support for the Operator and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator and the County hereby agree to the following:

**1. Definitions**

The terms defined in this Section 1 shall have the meanings indicated for purposes of this

Agreement. Capitalized terms which are used primarily in a single Section of this Agreement are defined in that Section.

- (a) "Amendment 100" refers to Amendment 100 to the Arkansas Constitution, known as the Arkansas Casino Gaming Amendment of 2018.
- (b) "Casino" shall have the meaning given such term in Rule 1.065 of the Rules.
- (c) "Commission" means the Arkansas Racing Commission.
- (d) "Rules" means the Arkansas Casino Gaming Rules in effect from time to time as promulgated by the Commission pursuant to Amendment 100.

## 2. General Provisions

### 2.1 Purpose

The County has determined that the development, construction and operation of the Project will (i) be in the best interests of the citizens of Pope County and its municipalities; (ii) support and contribute to the economic growth within the County and the entire State of Arkansas; (iii) contribute to the provision and preservation of gainful employment opportunities for residents of the County; and (iv) support and promote tourism in Central Arkansas and the County. Accordingly, the County Judge has evaluated each potential operator for Pope County and the terms of a potential agreement prior to agreeing to the terms of this Agreement.

### 2.2 Application for License

Operator shall comply with the applicable rules and regulations adopted and/or prescribed by the Commission, presently or in the future, which govern the operation of Casino gaming at the Project, including the Rules. The parties agree that (i) the Rules are incorporated into this agreement, as and when adopted or prescribed, the same as if set forth fully herein, and (ii) in the event of a conflict between the provisions of this Agreement and the Rules, the Parties agree to take all reasonably necessary steps to amend or modify this Agreement to accommodate or reflect the Rules in a manner that preserves to the extent possible the economic benefits of the transactions contemplated hereby to each of the Parties.

### 2.3 Term

The term of this Agreement shall commence upon (i) execution of this Agreement by the County Judge, and the authorized representative of the Operator, and (ii) the passage of a Resolution of Support for the Operator's Casino License Application to be submitted to the Commission, and shall continue until the expiration of the term of the License, including any and all renewals or extensions thereof (the "Term").

**3. Project**

(a) Operator will pursue development of the Project, which will meet the following minimum commitments:

i. a minimum construction cost of Two Hundred Twenty Five Million DOLLARS (\$225,000,000), in addition to the Economic Development Fee referenced in 4.1(b) below;

ii. casino/gaming facilities constructed in compliance with the License and any rules or regulations imposed by the Commission;

iii. a hotel with a minimum of 200 rooms which shall, meet the construction and operational standards necessary to achieve the American Automobile Association's "Four Diamond" hotel rating, or substantial equivalent thereof;

iv. a mixed-use indoor conference and music venue capable of accommodating a minimum of one thousand (1,000) guests;

v. multiple price-point dining facilities, sports bar/communal areas;

vi. a sports book/simulcast parlor, subject to the Commission's Rules;

vii. a waterpark;

viii. a recreational vehicle park;

ix. an outdoor music venue capable of accommodating a minimum of five thousand (5,000) guests;

x. a medical air ambulance landing zone for use by medevac patients; and

xi. a separate, secure office space to be utilized as a sub-station by local law enforcement agencies.

(b) Operator shall use commercially reasonable efforts to promptly apply for, pursue and obtain the License, in the name of its wholly owned subsidiary, Legends Resort and Casino, LLC, an Arkansas LLC, and all other approvals necessary for the design, development, construction and operation of the Project (the "Approvals").

(c) Operator agrees to keep the County reasonably informed with respect to the progress of design and construction of the Project. The County acknowledges and agrees that the Operator may alter the Project and its components from time to time provided that said alterations shall remain in compliance with this Agreement.

### 3.1 Duty to Complete; Commencement of Operations

The Operator will use commercially reasonable efforts to commence and complete construction of the Project, and to commence operations of the Project, at the earliest dates reasonably practicable, taking into account, among other factors, (i) the process for obtaining the License and the Approvals, and the potential of regulatory delays and/or legal challenges, (ii) the typical time frames for design, development and construction of projects of this nature and magnitude, (iii) the process of recruiting and training the necessary skilled workforce and obtaining all necessary permits/licenses for operating the Project, and (iv) events or factors that are unforeseeable or outside the Operator's control, including any Force Majeure event.

### 3.2 Project Operations

Operator agrees to diligently operate and maintain the Project in accordance with the Rules and in compliance with this Agreement.

### 3.3 Maintenance; Transfer

(a) Operator agrees at all times during the term of this Agreement to use reasonable business judgment and diligence to maintain and/or upgrade the improvements comprising the Project, and to refrain from making transfers of any interest in the Project except as may be expressly authorized by the Commission and in consultation with the County Judge and Quorum Court of Pope County.

(b) The terms of this Agreement shall be binding and enforceable by the County against any successor in interest to the Operator.

## 4. Obligations of Operator

### 4.1 Economic Development Fee

(a) The Operator recognizes and acknowledges that the construction and operation of the Project will cause direct and indirect impacts and benefits within Pope County. The Operator also recognizes and acknowledges that the ultimate responsibility to mitigate the community impacts of the Project rests upon local governmental units.

(b) The Operator shall be obligated to pay Economic Development Fees in the total amount of Thirty-Eight Million Eight Hundred Thousand DOLLARS (\$38,800,000.00) (the "EDF"), to be distributed among certain municipalities and fire protection districts or associations within Pope County. Operator shall deliver to the Recipients within thirty (30) days of the successful resolution of all litigation or administrative challenges relating to the issuance of the License (the "Final Conditions") cashier's checks, as follows, to-wit:

- i. \$27,599,373 to Pope County, Arkansas;
- ii. \$3,361,608 to the City of Pottsville, Arkansas;
- iii. \$3,532,236 to the City of Atkins, Arkansas;
- iv. \$1,444,000 to the City of London, Arkansas;
- v. \$1,505,356 to the City of Dover, Arkansas;
- vi. \$242,427 to the City of Hector, Arkansas;
- vii. \$800,000 to the Crow Mountain Fire Protection District;
- viii. \$130,000 to the Pope County Fire Association;
- ix. \$30,000 to the Arkansas Tech University Foundation;
- x. \$25,000 to the Russellville Center For the Arts;
- xi. \$25,000 to the Dover Public Education Foundation;
- xii. \$25,000 to the Hector Public Education Foundation;
- xiii. \$25,000 to the Atkins Red Devil Foundation;
- xiv. \$25,000 to the Pottsville Community Scholarship Fund;
- xv. \$10,000 to the Dover Chamber of Commerce;
- xvi. \$10,000 to the Atkins People For a Better Atkins; and
- xvii. \$10,000 to the River Valley Arts Center.

(c) The EDF hereinabove provided is agreed to be appropriate and adequate and fairly and lawfully established. Any share of the EDF that is refused by a Recipient will be paid to Pope County.

#### 4.2 Community Development Grants

(a) It is in the best interests of the County and the Operator to provide resources for continuing charitable contributions to the people of Pope County, Arkansas. Accordingly, beginning on the second anniversary date of the commencement of Casino gaming operations, and on each subsequent anniversary date during the term of this Agreement, Operator shall contribute the sum of Two Million DOLLARS (\$2,000,000) to a charitable foundation which is properly established and operating pursuant to state and federal law to be designated by the County prior to commencement of the payments described in this sub-section.

(b) The amount of the contributions provided in (a) above shall be adjusted every five (5) years during the term hereof to reflect the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") over the previous five (5) years, calculated by using the most recently published CPI at the date of the adjustment, and the CPI on the same date five (5) years prior to the date of the adjustment.



#### 4.3 Ongoing Research and Economic Development Support

(a) Operator shall contribute the sum of Twenty Five Thousand DOLLARS (\$25,000), every two (2) years during the term of this Agreement, to the Arkansas Tech University Foundation for purposes of study/research relating to the economic impact of the Project.

(b) Operator shall contribute the sum of One Hundred Thousand DOLLARS (\$100,000) annually to the Russellville Economic Development Alliance, or its successor or assigns.

(c) The amount of the contributions provided in (a) and (b) above shall be adjusted every five (5) years during the term hereof to reflect the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") over the previous five (5) years, calculated by using the most recently published CPI at the date of the adjustment, and the CPI on the same date five (5) years prior to the date of the adjustment.

(d) The contributions provided in (a) and (b) above shall begin on the first anniversary date of the commencement of Casino gaming operations.

#### 4.4 Certain Hiring Practices

(a) Operator agrees to use commercially reasonable efforts to create positions for and set a targeted goal of filling three percent (3%) of its workforce at the Project with individuals who have one or more "disabilities" (as that term is defined under the Americans with Disabilities Act).

(b) Operator agrees to hire a full time employee certified as an addiction counselor or contract with an appropriate Pope County non-profit organization to provide addiction counseling services.

(c) Operator agrees that upon commencement of operations, all employees who do not receive gratuities as part of their regular compensation will be subject to a \$13 per hour minimum wage.

#### 4.5 Utility Services; Infrastructure

County agrees to fully cooperate with, utilize its best efforts, and actively assist Operator in the timely procurement of necessary utility and other public services, including, without limitation, electric, gas, water, sewer and sanitation services, as well as necessary infrastructure improvements, including, without limitation, street and highway improvements, access thoroughfares, curb cuts and signalized intersections, all at costs, assessments or rates generally available to other commercial users within Pope County, Arkansas. Operator agrees that it will

assume and pay all costs associated with the street and drainage infrastructure improvements and modifications upon county roadways and rights-of-way necessary for the development of the Project.

## 5. Covenants of Operator

The Operator covenants that throughout the Term, the Operator shall:

(a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, and refrain from making any organic changes to its legal form (including changing the legal status of its wholly owned subsidiary as an Arkansas LLC), or any changes in the status of the Project site that would have the effect of eliminating or changing any of its responsibilities regarding the payment of taxes, assessments, levies, permit fees, or the like, to the State of Arkansas or any subdivision or agency thereof, or to Pope County or any of its subdivisions, municipalities or agencies thereof

(b) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect the rights, licenses, registrations, permits, certifications, approvals, consents, franchises, patents, copyrights, trade secrets, trademarks and trade names that are used in the conduct of its businesses and other activities, and comply with all governmental requirements applicable to the operation of its business and other activities, in all material respects, whether now in effect or hereafter enacted.

(c) Violation or breach of this Section shall result in liquidated damages equal to the then present value of the subsequent 15 years of tax losses to the state of Arkansas, Pope County and all municipalities within, as a direct result of such a breach or violation.

## 6. Default

### 6.1 Events of Default

The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(a) If any material representation or warranty made by Operator hereunder shall prove to have been false or misleading in any material respect as of the time made or furnished.

(b) Subject to Force Majeure, if Operator shall materially default in the performance of any (i) governmental requirement; or (ii) commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Section 6.1) of this Agreement, and in such event if Operator shall fail to remedy any such default within one hundred eighty (180) days after receipt of written notice of default with respect thereto.

(c) If Operator fails to make any payments required to be made by Operator hereunder as and when due, and further fails to make any such payment within ninety (90) days after receiving written notice of default from the County; provided that if any such payment be the subject of a good faith dispute as to the amount thereof and Operator is proceeding with diligence to resolve such dispute, the time for making such payment shall be extended pending such resolution.

(d) If the County, either through letter from the County Judge's Office or Resolution of the Quorum Court, endorses or expresses support for any other casino license applicant during the term of this Agreement.

## 6.2 Remedies

(a) Upon an Event of Default, the County shall have the right if it so elects to: (i) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Agreement by Operator, and/or to enjoin or restrain Operator from commencing or continuing said breach, and/or to cause by injunction Operator to correct and cure said breach or threatened breach; and/or (ii) exercise any and all other remedies available at law or in equity.

(b) Except as expressly stated otherwise, the rights and remedies of the County whether provided by law or by this Agreement, shall be cumulative, and the exercise by the County of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the County shall apply to obligations beyond those expressly waived in writing.

(c) In the event that the County, either through letter from the County Judge's Office or Resolution of the Quorum Court endorses or expresses support for any other casino license applicant during the term of this Agreement, this Agreement shall become voidable, at the election of the Operator, after which Operator shall no longer be bound hereunder and may continue to pursue its casino license application utilizing the Resolution of Support before the Commission.

## 6.3 Termination

Except for the provisions that by their terms survive, this Agreement shall terminate upon the occurrence of any of the following, and upon notification of such occurrence by Operator to County:

(a) The Commission fails to issue the License or issues the same to someone other than Operator;

(b) Operator's License (i) is revoked by a final, non-appealable order; (ii) expires and is not renewed by the Commission and Operator has exhausted any rights it may have to appeal such

expiration or non-renewal; or (iii) subsequently terminates due to conditions the Commission imposes which are not satisfied within the time periods specified therein, subject to any cure periods or extension rights.

## **7. Miscellaneous**

### **7.1 Applicable Law and Construction**

The laws of the State of Arkansas shall govern the validity, performance and interpretation of this Agreement. This Agreement has been negotiated by the County and Operator, and the Agreement, shall not be deemed to have been drafted by the County or by the Operator, but by each of them.

### **7.2 Venue**

The parties expressly agree that any actions or legal proceedings relating to this Agreement may be brought in the State of Arkansas and that any legal action or procedure of any nature which may be brought by any party relating to this Agreement may only be brought in the following venues, to wit: the Circuit Court sitting in Pope County, Arkansas, or the United States District Court sitting in Little Rock, Arkansas.

### **7.3 Complete Agreement**

This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations and statements whether written or oral by each of the parties.

### **7.4 No Joint Venture**

The County and the Operator agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the County and Operator as joint venturers or partners.

### **7.5 Time of the Essence**

All times, wherever specified herein for the performance by Operator of its obligations hereunder, are of the essence of this Agreement.

### **7.6 Captions**

The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

## 7.7 Force Majeure

(a) An event of "Force Majeure" shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of Operator, or its agents and contractors, of their duties and obligations under this Agreement: (i) Strikes, lockouts, labor disputes, disputes arising from a failure to enter into a union or collective bargaining agreement, inability to procure materials on favorable terms due to market-wide shortages, failure of utilities, labor shortages or explosions; (ii) Acts of God, tornadoes, floods, sinkholes, fires and other casualties; (iii) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, or national or international calamities; (iv) Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure; (v) Any litigation or administrative delay which impedes the ability of Operator to complete the Project, unless based in whole or in part on the actions or failure to act of Operator; (vi) The failure by, or unreasonable delay of, the County, the State of Arkansas or any other governmental authority or subdivision to issue any licenses, permits or approvals on terms Operator reasonably deems necessary to develop, construct, open or operate the Project, unless such failure or delay is based materially on the actions or failure to act of Operator, or its agents and contractors; or (vii) Any impacts to major modes of transportation to the Project Site, whether private or public, which adversely and materially impact access to the Project Site.

(b) Notwithstanding any other provision of this Agreement to the contrary, Operator shall be entitled to an adjustment in the time for, or excuse of the performance of, any duty or obligation of Operator under this Agreement for Force Majeure events, but only for the number of days due to and/or resulting as a consequence of such causes and only to the extent that such occurrences actually prevent or delay the performance of such duty or obligation or cause such performance to be commercially unreasonable.

## 7.8 Amendments

This Agreement may not be modified or amended except by a written instrument signed by the Parties; provided, however, that the parties acknowledge that the Commission may, subsequent to the date of this Agreement, promulgate additional rules or regulations, issue interpretations or adopt policies or evaluation criteria which rules, regulations, interpretations, policies or criteria may conflict with, or may not have been contemplated by, the express terms of this Agreement. In such event, the Parties agree to take all reasonably necessary steps to amend or modify this Agreement to accommodate or reflect the provisions of all such regulations, interpretations, policies or criteria, in a manner that preserves to the fullest extent possible the economic benefits of the transactions contemplated hereby to each of the Parties.

7.9 Further Assurances and Assistance

The County and Operator will cooperate and work together in good faith to the extent reasonably necessary and commercially reasonable to accomplish the mutual intent of the parties that the Project be successfully completed as expeditiously as is reasonably possible. The County also agrees to utilize its best efforts to assist Operator in its dealings with the City of Russellville, whether in obtaining required approvals, services, permits or permissions or addressing matters of concern or importance to its officials or citizens.

7.10 Severability

In the event one or more provisions of the Agreement shall be deemed unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.


7.11 Exclusivity

County agrees that it shall not negotiate or enter into another economic development agreement, or any similar agreement to this Agreement, with any other party so long as this Agreement has not been terminated.

IN WITNESS WHEREOF, the Parties have set their hands and had their seals affixed on the dates set forth after their respective signatures below on this 13<sup>th</sup> day of August, 2019.

"COUNTY"

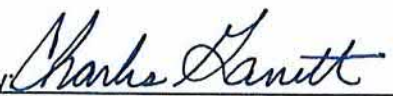
Counsel for Pope County, Arkansas


By:   
Ben D. Cross  
Pope County Judge  
8/13/2019  
@ 7:18 P.M.

  
Clayton E. McCall  
McCall Law Firm  
1020 West Main St.  
Russellville, AR 72801

"OPERATOR"

Counsel for Cherokee Nation Businesses, LLC

By:   
Charles Garrett  
Executive Vice President  
Cherokee Nation Businesses, LLC

  
Dustin McDaniel  
McDaniel, Richardson and Calhoun, PLLC  
1020 West 4<sup>th</sup> St.  
Suite 410  
Little Rock, AR 72201



**BEN D. CROSS**  
**POPE COUNTY JUDGE**



100 West Main Street Russellville, AR 72801  
(479) 968-7487 Fax (479) 967-6874  
pcjudge@suddenlinkmail.com

November 12, 2019

Arkansas Racing Commission  
c/o Honorable Chairman, Mr. Alex Lieblong  
1515 Building, 1515 West 7<sup>th</sup> Street, Suite 505  
Little Rock, Arkansas 72201

Re: Letter of Support for Cherokee Nation Businesses, LLC/ Legends Resort and Casino, LLC

Dear Chairman Lieblong and Honorable Members of the Arkansas Racing Commission,

In my capacity as County Judge of Pope County, Arkansas, I, Ben D. Cross, submit this letter to express my exclusive support for Cherokee Nation Businesses, LLC/Legends Resort and Casino, LLC ("Legends") to apply for a casino license in the currently unincorporated portions of Pope County. I have met with representatives from Legends and feel that Legends possesses the qualifications, experience and commitment to community support to successfully operate a casino in Pope County, Arkansas. This letter shall serve as the required letter of support to comply with Rule 2.13, Section 5 (b) of the Arkansas Racing Commission Casino Gaming Rules, ACT 371 of 2019, and pursuant to Amendment 100 to the Arkansas Constitution.

This letter is in addition to a resolution of support in favor of Legends issued by the Pope County Quorum Court on August 13, 2019, and is also being submitted under the advice of counsel to mitigate litigation exposure to our county and avert further expense to our local taxpayers in defending any such actions on a local level by relying upon the statutory requirements in question.

Respectfully submitted,

Ben D. Cross  
Pope County Judge



**BEN D. CROSS**  
**POPE COUNTY JUDGE**



100 West Main Street Russellville, AR 72801  
(479) 968-7487 Fax (479) 967-6874  
pcjudge@suddenlinkmail.com

November 12, 2019

Arkansas Racing Commission  
c/o Honorable Chairman, Mr. Alex Lieblong  
1515 Building, 1515 West 7<sup>th</sup> Street, Suite 505  
Little Rock, Arkansas 72201

Re: Letter of Support for Cherokee Nation Businesses, LLC/ Legends Resort and Casino, LLC

Dear Chairman Lieblong and Honorable Members of the Arkansas Racing Commission,

In my capacity as County Judge of Pope County, Arkansas, I, Ben D. Cross, submit this letter to express my exclusive support for Cherokee Nation Businesses, LLC/Legends Resort and Casino, LLC ("Legends") to apply for a casino license in the Pope County municipality of Dover. I have met with representatives from Legends and feel that Legends possesses the qualifications, experience and commitment to community support to successfully operate a casino in Pope County, Arkansas. This letter shall serve as the required letter of support to comply with Rule 2.13, Section 5 (b) of the Arkansas Racing Commission Casino Gaming Rules, ACT 371 of 2019, and pursuant to Amendment 100 to the Arkansas Constitution.

This letter is in addition to a resolution of support in favor of Legends issued by the Pope County Quorum Court on August 13, 2019, and is also being submitted under the advice of counsel to mitigate litigation exposure to our county and avert further expense to our local taxpayers in defending any such actions on a local level by relying upon the statutory requirements in question.

Respectfully submitted,

Ben D. Cross  
Pope County Judge



# CITY SUPPORT



***City of Dover***  
Mayor's Office  
P.O. Box 258 Dover, Arkansas  
mayorofdoover@suddenlink.net  
479-331-3270

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**Gateway to the Ozarks**

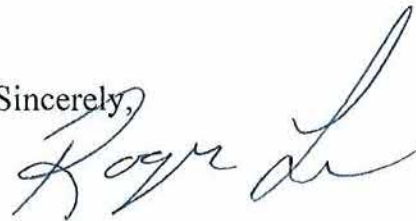
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October 28, 2019

To whom it may concern,

As the mayor of Dover, AR. I give my support to Cherokee Nation Business to build a casino resort, as defined in the economic development agreement between CNB and Pope County, to be located within the city limits of Dover. This opportunity would provide jobs, economic growth, and overall financial stability to the city of Dover.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Lee", written in a cursive style.

Mayor Roger Lee

**RESOLUTION NO. 1782**

**A RESOLUTION WELCOMING CHEROKEE NATION BUSINESS TO THE  
COMMUNITY AND FOR OTHER PURPOSES**

**WHEREAS**, Cherokee Nation Business (“CNB”) has opened an office in the City of Russellville, Arkansas (“City”); and,

**WHEREAS**, CNB is one (1) of the casino operators who has applied for a gaming license in Pope County with the Arkansas Racing Commission; and,

**WHEREAS**, has a letter of support from the County Judge and an economic agreement with the Pope County Quorum County; and,

**WHEREAS**, the City Council of the City of Russellville, Arkansas, desires to welcome CNB into the community and being a community partner.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF  
RUSSELLVILLE, ARKANSAS, THAT:**

**SECTION 1:** The City Council hereby welcomes CNB into the community and is proud of CNB being a community partner to the City.

**SECTION 2:** The recitals in the Preamble of this Resolution are incorporated into this Section of this Resolution by reference.

**SECTION 3:** The Resolution shall go into effect immediately upon and after passage.


**ORDERED**, this 21<sup>st</sup> day of November, 2019.

  
RICHARD HARRIS, MAYOR

  
GINA SKELTON,  
CITY CLERK-TREASURER

I, Gina Skelton, City Clerk-Treasurer of the City of Russellville, Arkansas, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 1782 passed by the City Council of the City of Russellville, Pope County, Arkansas, on the 21<sup>st</sup> day of November, 2019.

**APPROVED AS TO LEGAL FORM:**

  
WILLIAM F. SMITH III,  
CITY ATTORNEY



Prepared by:  
William F. Smith III  
City Attorney  
203 S. Commerce Ave,  
Russellville, AR 72801  
Sponsor: Tripp  
FC#6

**RESOLUTION NO. 1790**

**A RESOLUTION ADDRESSING CITY SERVICES FOR CHEROKEE NATION BUSINESS'S CASINO DEVELOPMENT FOR THEIR "SITE 1" AND FOR OTHER PURPOSES**

**WHEREAS**, Cherokee Nation Business ("CNB") has opened an office in the City of Russellville, Arkansas ("City"); and,

**WHEREAS**, CNB is one (1) of the casino operators who has applied for a gaming license in Pope County with the Arkansas Racing Commission; and,

**WHEREAS**, CNB has a letter of support from the County Judge and an economic agreement with the Pope County Quorum Court; and,

**WHEREAS**, thru conversations between the Mayor and CNB regarding their casino project in or adjacent to the City limits and its impact on the community, the City has become aware of CNB's concerns with their "Site 1" location; and,

**WHEREAS**, the City recognizes and believes that CNB's "Site 1" is best suited for development by CNB, for the community as a whole for economic development purposes and the location is better suited for the financial interests of CNB in operating a casino than at "Site 2" based on the close proximity of "Site 1" to Interstate 40 interchange; and,

**WHEREAS**, the City proposes to address the concerns of CNB in relation to its "Site 1."

**NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF RUSSELLVILLE, ARKANSAS, THAT:**

**SECTION 1:** (a) The City Council shall follow all its procedures and laws concerning CNB's future request for water and sewer services for its casino project based on whether the casino is inside or outside the city limits of the City.

(b) If the casino project is located inside the city limits of the City, then CNB may apply for water and sewer services with City Corporation which operates those services and provide those services to new customers who apply for such services and reside inside the city limits of the City.

(c) If the casino project is located outside the city limits of the City, then CNB shall have to comply with Ordinance No. 1458, which sets out the procedure for the application for the extension of water and sewer services outside the city limits of the City. In sum, Ordinance No. 1458 requires approval of water and sewer services outside the city limits of the City by the City Corporation Board of Directors, the Planning Commission and the City Council in that order.

(d) It is the intent of the City Council and the Mayor to exercise their authority granted to them under the various laws of the State or Arkansas and by local ordinance to provide water and sewer services for "Site 1" whether the site is inside or outside the city limits of the City as both

Prepared by:  
William F. Smith III  
City Attorney  
203 S. Commerce Ave,  
Russellville, AR 72801  
Sponsor: Tripp  
FC#6

the City Council and Mayor recognize the infrastructure needs of CNB's casino project. It is believed that providing such services to the casino project will be in the overall best interest of the community of the City and Pope County.


(e) CNB should recognize that the City Council and Mayor cannot compel entities such as the Planning Commission and the City Corporation Board of Directors, which operate under specific state laws, to approve CNB's request for water and sewer services should the application for such services be made while "Site 1" is outside the city limits of the City.

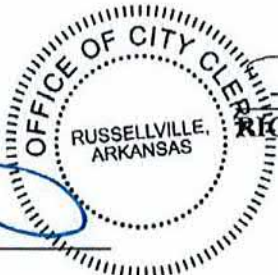

**SECTION 2:** Both CNB and the City acknowledge the City's request and CNB's agreement for CNB to submit to the Pope County Court, the Pope County Clerk or appropriate official or office as designated by either A.C.A. §14-601-101 *et seq.*, or A.C.A. §14-40-609, a voluntary petition for annexation into the City under either A.C.A. §14-601-101 *et seq.*, or A.C.A. §14-40-609 within ninety (90) days after issuance of a casino operating license to operate a casino in Pope County at "Site 1" by the Arkansas Racing Commission.

**SECTION 3:** The recitals in the Preamble of this Resolution are incorporated into this Section of this Resolution by reference.

**SECTION 4:** This Resolution shall go into effect immediately upon and after passage.


**ORDERED**, this 19<sup>th</sup> day of December, 2019.

  
\_\_\_\_\_  
GINA SKELTON,  
CITY CLERK-TREASURER

  
  
\_\_\_\_\_  
RICHARD HARRIS, MAYOR

I, Gina Skelton, City Clerk-Treasurer of the City of Russellville, Arkansas, hereby certify that the above and foregoing is a true and correct copy of Resolution No. 1790 passed by the City Council of the City of Russellville, Pope County, Arkansas, on the 19<sup>th</sup> day of December, 2019.

**APPROVED AS TO LEGAL FORM:**

  
\_\_\_\_\_  
WILLIAM F. SMITH III,  
CITY ATTORNEY

To Arkansas Racing Commission,

April 7, 2020

The Pottsville city council voted back in early 2019 to not send a letter of support to any Casino. I stand behind that 100%, but that being said we understand that we are almost guaranteed to have a casino in Pope County. We think that most of the citizens of Pottsville understand this and if we are going to have a casino here in Pope county, they would want the best one that would help our community.

We think Judge Cross has done a great job vetting all potential casino operators for Pope county and the Quorum Court has signed a letter of support for it (CNB) Cherokee Nations Business / Legends casino.

Out of the two casinos that have a letter of support we think the best choice for our community is Cherokee Nations / Legends casino.

Thank you



Mayor Randy Tankersley

And the Pottsville City Council

April 7, 2020

Chairman Alex Lieblong

Commissioner Mark Lamberth

Commissioner Butch Rice

Commissioner Denny East

Commissioner Michael Post

Commissioner Bo Hunter

Commissioner Steve Landers

Mr. Smokey Campbell

Arkansas Racing Commission, 1515 West 7<sup>th</sup>, Suite 505 Little Rock, AR 72203

**RE: Pope County AR casino license**

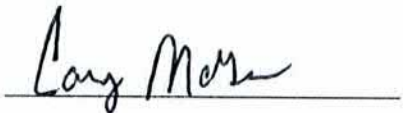
Dear Commission

We, Mayors in Pope County, want to express to the Arkansas Racing Commission, that if a casino operator is issued a license in Pope County, Cherokee Nations Business/Legends be the one.

Each of our respective towns would benefit directly from the Economic Development Agreement between CNB/Legends and the citizens of Pope County through County Judge Ben Cross.



Randy Tankersley – Mayor of Pottsville



Cary McGee – Mayor of Hector

April 7, 2020

Chairman Alex Lieblong

Commissioner Mark Lamberth

Commissioner Butch Rice

Commissioner Denny East

Commissioner Michael Post

Commissioner Bo Hunter

Commissioner Steve Landers

Mr. Smokey Campbell

Arkansas Racing Commission, 1515 West 7<sup>th</sup>, Suite 505 Little Rock, AR 72203

**RE: Pope County AR casino license**

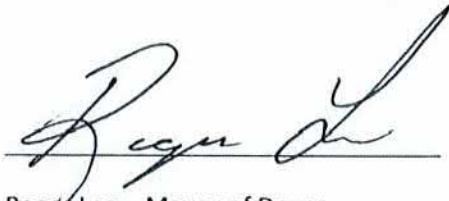
Dear Commission

We, Mayors in Pope County, want to express to the Arkansas Racing Commission, that if a casino operator is issued a license in Pope County, Cherokee Nations Business/Legends be the one.

Each of our respective towns would benefit directly from the Economic Development Agreement between CNB/Legends and the citizens of Pope County through County Judge Ben Cross.



Edwin Price – Mayor of London



Roger Lee – Mayor of Dover



# PARTNER SUPPORT





**Legends Project Development**  
One Cowboys Way, Suite 325  
Frisco, TX 75034  
www.legends.net

May 15, 2020

Dear Members of the Arkansas Racing Commission,

We were honored to engage in an extensive consulting partnership with Cherokee Nation Businesses (CNB) more than a year ago to manage the design and development of its proposed Legends Resort & Casino Arkansas project in Pope County, as well as to conceive the culinary experience and support CNB in the monetization of non-gaming attractions.

As a successful global business, we set our eyes on working alongside highly qualified, respected organizations on high-impact projects. Throughout this experience, CNB has proven to be the ideal operator in its streamlined ways of working and its steadfast commitment to success, including ensuring the necessary groundwork is laid to deliver a state-of-the-art project on budget and on time. We are truly proud of the substantial progress made on the plans for Legends Resort & Casino Arkansas over the past year and are excited to move forward with the construction process once CNB is granted the license.

Our company has an extensive history in the state of Arkansas and strong ties to many local legends, including the Jones family. Legends was founded in 2008 through a joint venture between Dallas Cowboys Owner Jerry Jones and New York Yankees Owner George Steinbrenner. We have worked with premier facilities across the country, including the University of Arkansas, AT&T Stadium in Dallas, Ultimate Fighting Championship and Live Nation amphitheaters.

We are honored to add Legends Resort & Casino Arkansas to our portfolio and bring a first-class destination to the River Valley.

Thank you,

Townes Clemons  
Project Manager  
Legends Project Development

# Dillard's, Inc.

1600 Cantrell Road • P.O. Box 486 • Little Rock, Arkansas 72203-0486

**Chris B. Johnson**

Senior Vice President, Principal Financial Officer

Telephone (501) 376-5255

Fax (501) 399-7502

May 15, 2020

## Members of the Arkansas Racing Commission:

As many of you know, CDI Contractors LLC, a wholly owned subsidiary of Dillard's, Inc., and its heritage are deeply rooted in Arkansas, having been in business for more than 33 years. We have served many high-profile clients and have amassed an impressive and award-winning portfolio.

Earlier this year, we were pleased to be introduced to members of the leadership team at Cherokee Nation Businesses (CNB) and to participate in a competitive bidding process to be the construction manager for its proposed Legends Resort & Casino Arkansas project. Upon completing the RFP process and conducting a formal interview with the CNB team earlier this month, we were pleased to be selected as the partner of choice for this project.

Given CDI's rich history and extensive client base, we are well prepared for what it takes to complete a project of this size on time and on budget. We have completed noteworthy projects such as the Dillard's Corporate Headquarters in Little Rock, Donald W. Reynolds Razorback Stadium at the University of Arkansas in Fayetteville, Baptist Health Medical Center in Conway and the National Airport Alice L. Walton Terminal Building in Bentonville, to name a few.

We have been very impressed by CNB's professionalism, impeccable track record of successful gaming operations, and their comprehensive plans for Legends Resort & Casino Arkansas. Our team is very excited and supportive of the prospect of Cherokee Nation Businesses being a new business partner for the state of Arkansas with a potential to make a very large impact.

Best,



Chris Johnson

CFO

CDI Contractors

and Senior Vice President, Principal Financial Officer

Dillard's, Inc.

May 14, 2020

Arkansas Racing Commissioners,

Having worked closely with the team at Legends on countless Hotels and Sports and Entertainment venues across the world, we were honored to have the opportunity to join the project team during the summer of 2019. We have since worked closely with our partners to develop a design exclusively for Legends Resort & Casino Arkansas.

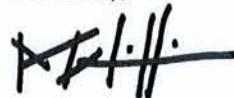
HKS, Inc. has an extensive portfolio of world renowned hotels and resorts, including the Four Seasons São Paulo, the JW Marriott in Austin and the Omni Nashville. We have designed some of the world's premier entertainment venues such as AT&T Stadium in Dallas, Johnson Controls Pro Football Hall of Fame Village in Canton, Ohio and the recently unveiled SoFi Stadium in Los Angeles and Globe Life Ballpark and Texas Live! In Arlington. Our firm has also designed many casinos from Las Vegas to Macau including the soon to open momentous resort and casino on Cebu Island in the Philippines.

We adhere to our design practice, process and standard of investing significant time understanding our clients and their needs, researching their market and translating this to careful planning and design. This ensures we capture every detail possible as we look to design a truly bespoke facility that reflects the needs, character and dreams of our clients and their guest. From our first discussions and throughout our relationship with Cherokee Nation Businesses we have learned and greatly appreciated they operate in the same way and have a like-minded approach to this project.

After spending considerable time in Pope County learning about the area and taking in the beauty of the River Valley, we have carefully crafted a design that incorporates the natural essence of the region and celebrates Arkansas' greatest legends. Together, with CNB and Legends, we have designed a world-class destination specifically for Pope County.

We could not be prouder of the work completed thus far, and look forward to bringing our design for Legends Resort & Casino Arkansas to fruition.

Sincerely,



Mark A. Williams, FAIA  
Principal  
HKS, Inc.

# COMMUNITY SUPPORT

