

**RESOLUTION OF THE GOVERNING BODY OF
THE THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD RESERVATION**

A resolution entitled: "Approval of Limited Waiver of Sovereign Immunity for Lease of Gaming Machines from WMS Gaming, Inc."

- WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS,** The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and
- WHEREAS,** On October 7, 1992, the Tribe signed a Tribal-State Class III Gaming Compact between itself and the State of North Dakota pursuant to the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. Sections 2701 et seq., which was approved by the Department of the Interior on December 11, 1992, amendments to which were approved by the Department of Interior on November 26, 1999; and
- WHEREAS,** On October 14, 1992, the Tribal Business Council enacted a Class III Gaming Ordinance, which has been approved by the National Indian Gaming Commission; and was last amended on May 11, 2000, and
- WHEREAS,** The IGRA permits tribes to engage in Class III gaming activities, provided certain conditions are met; and
- WHEREAS,** The Tribe has taken all steps necessary to meet the requirements of IGRA; and
- WHEREAS,** Management of the 4 Bears Casino and Lodge has determined that leasing 12 slot machines from WMS Gaming, Inc., (hereinafter "WMS"), including Monopoly, Hollywood Squares and Puzzle Pays series devices games, is in the best interests of the 4 Bears Casino and Lodge and placement of these machines at the Casino is likely to draw additional gaming patrons to the Casino; and
- WHEREAS,** The Tribal Council desires the Three Affiliated Tribes enter into an Agreement for the use of the above machines, a facsimile copy of which is attached hereto, with WMS Gaming, Inc., located in Illinois, for the use of 12 slot machines, at a total lease cost on a monthly basis of 20% of the net slot win; and
- WHEREAS,** The Agreement with WMS requires a "limited waiver of sovereign immunity, and it is the desire of the Tribal Business Council that the sections of the agreement dealing with the "limited waiver of sovereign immunity" are stated as set forth in Exhibit A to this Resolution; and

WMS Gaming Inc.

Lease Agreement

THIS LEASE AGREEMENT ("Agreement") is made this 5th day of September 2002, between WMS Gaming Inc. ("WMS") located at 800 S. Northpoint Boulevard, Waukegan, Illinois 60085, and THREE AFFILIATED TRIBES, incorporated in the State of North Dakota, and doing business as FOUR BEARS CASINO AND LODGE ("Casino") with a gaming establishment located at HC3 BOX 2A, NEW TOWN, ND 58763 ("Location") in the county of Mountrail.

WHEREAS, WMS has the rights to certain gaming devices ("Devices") and associated trademarks based upon specific licensed properties (such rights referred to collectively as the "Rights"); and

WHEREAS, Casino holds all required gaming licenses and desires to operate the Devices at its Location and WMS holds all required gaming licenses to manufacture and supply the Devices.

WHEREAS, Casino has entered into previous participation agreements with WMS which are incorporated by reference herein, specifically *MONOPOLY*TM Participation Agreement, as amended, contract number P194 and *PUZZLE PAYS*TM Game Series Participation Agreement, as amended, contract number N/A (collectively "Prior Agreements"). In the event of a conflict between the terms of this Agreement and the terms of the Prior Agreements, the Agreement (or any addendum, supplement or amendment thereto) shall prevail.

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein, WMS and Casino agree as follows:

EQUIPMENT. WMS will lease, supply and deliver the Devices (in quantities as described on Exhibit A) and related seats, signage and other equipment, if any (such Devices and equipment collectively referred to as "Equipment") to Casino at the Location.

PAYMENT. As full consideration for the agreements as set forth herein, WMS and Casino agree that payments will be made in accordance with the rates set forth in Exhibit B, attached and incorporated herein, subject to the terms and conditions of this Agreement.

SOFTWARE LICENSE. WMS hereby grants Casino a non-exclusive, worldwide, royalty-free license to utilize the Device software solely in conjunction with Casino's operation of the Devices. In consideration for such license grant, Casino shall take all steps necessary to protect WMS' and its licensors' proprietary rights in the Devices and Device software. Casino agrees and acknowledges that it is expressly prohibited from: (i) copying the Device software, except for archive purposes consistent with its archive procedures; (ii) modifying, decompiling, disassembling, reverse engineering or otherwise attempting to derive the Source Code of the Device software; (iii) exporting the Device software or underlying technology in contravention of applicable U.S. and foreign export laws and regulations; and (iv) using the Device software other than in connection with operation of the Devices.

TAXES. Taxes, license and permit fees applicable to the installation or operation of the Equipment shall be paid by Casino. Casino shall indemnify and defend WMS from and against any penalty, liability and expense (including reasonable attorney's fees) arising from Casino's failure to remit such taxes or from any delinquency with respect to such remittance.

SURVEILLANCE AND SECURITY. Casino shall be responsible for providing, establishing and maintaining appropriate machine surveillance and exterior security, as required by the applicable gaming regulations.

INSURANCE. The Equipment, the Rights and all property and intellectual property rights therein remain the sole property of WMS. Casino shall maintain adequate insurance to hold WMS harmless from, and to the extent not covered by insurance, shall indemnify WMS from and against any and all loss or damage to the Equipment other than normal wear, and any and all claims due to possession, use, and operation of the Equipment. All payments to either party because of a casualty loss to the Equipment shall become the property of WMS.

WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN OR IN A SEPARATE WRITING ISSUED BY WMS FURNISHED TO CASINO, WMS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR USE, ARE HEREBY DISCLAIMED. WMS SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE, OR FOR ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE. WMS'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE PRODUCT CLAIMED TO BE DEFECTIVE OR UNSUITABLE. ANY MODIFICATIONS MADE BY CASINO TO ANY PRODUCT SOLD PURSUANT TO THIS ORDER SHALL VOID ANY WARRANTY PROVIDED BY WMS AND CASINO HEREBY HOLDS WMS HARMLESS FROM ANY DAMAGES ARISING FROM SUCH MODIFICATION. WMS MAKES NO REPRESENTATIONS WITH RESPECT TO PRODUCT HOLD PERCENTAGES. WMS PROVIDES NO WARRANTY FOR EQUIPMENT, ACCESSORIES AND/OR PERIPHERALS MANUFACTURED BY A THIRD PARTY, INCLUDING, BUT NOT LIMITED TO SIGNAGE, PROGRESSIVE DISPLAYS, SLOTS AND STOOLS, FAULTY PAYOUTS ASSOCIATED WITH PROGRESSIVE WIDE AREA SYSTEMS OR LOCAL AREA SYSTEMS.

OWNERSHIP: The parties intend this Agreement to be a true lease, and in no event shall this Agreement be construed as a sale of the Devices and Equipment described herein. Title to the Devices and Equipment described herein shall at all times remain in WMS, and Casino shall acquire no right, title or interest in the Devices and Equipment described herein other than its leasehold interest, subject to the terms and conditions of this Agreement. Notwithstanding the express intent of the parties, if a court of competent jurisdiction shall determine that this Agreement is not a true lease but rather a secured transaction, then Casino shall be deemed hereby to have granted to WMS a security interest in the Devices and Equipment described herein, and all accessions, additions, replacements and substitutions thereto and therefor, and all proceeds thereof, including insurance proceeds, to secure the prompt payment and performance of all

indebtedness, liabilities and obligations of Casino to WMS arising under this Agreement. Casino agrees to execute promptly upon request all financing statements which WMS may deem necessary or advisable to perfect a first-priority security interest in the Devices and Equipment described herein and the proceeds thereof, and that its failure to do so shall constitute a default hereunder.

ACCOUNTING INFORMATION. Along with applicable payments due WMS, Casino shall provide WMS with appropriate supporting documentation and any additional information reasonably necessary to substantiate the payment calculation and any taxes withheld therefrom.

RIGHTS. Casino agrees to respect WMS' exclusive ownership of the Equipment and Rights and agrees not to violate or be affiliated with any violation of such ownership and rights.

RIGHT TO INSPECT DEVICES AND EQUIPMENT. In addition to all other rights and remedies provided hereunder and by applicable law, WMS may enter onto Casino's premises at any reasonable hour to inspect the Devices and Equipment, and to inspect Casino's records and logs regarding the operation of the Devices and the calculation of Net Win.

WMS COMPLIANCE COMMITTEE. Casino shall provide WMS with all information reasonably requested by WMS or its Compliance Committee with respect to Casino and its respective affiliates (including their respective officers, directors and shareholders) financial condition, litigation, indictments, criminal proceedings, and similar concerns which they may have been involved if any ("Requested Information"), in order for WMS to determine that the Requested Information does not disclose any fact which might adversely affect, in any manner, any gaming license or permit held by WMS or its affiliates or the current standing of WMS or its affiliates with any gaming regulatory licensing agency. In the event Casino shall fail to provide the Requested Information promptly, or if the information with respect to Casino or its affiliates (whether provided by Casino or information obtained through WMS's own investigation) discloses facts concerning Casino or its respective affiliates which in the reasonable opinion of WMS or its Compliance Committee, may adversely affect any gaming license or permits held by WMS or the current standing of WMS or its respective affiliates with any gaming commission, board or similar governmental regulatory agency, then WMS shall have the right to immediately terminate this Agreement upon written notice to Casino and the parties hereto shall have no further obligation or liability, other than any outstanding payment due WMS by Casino and return of the Equipment by Casino to WMS.

TERM AND TERMINATION. THE TERM OF THIS AGREEMENT SHALL BE FOR AN INITIAL SIXTY-DAY TERM, AND SHALL RENEW AUTOMATICALLY AT THE END OF THE INITIAL SIXTY-DAY TERM AND AT THE END OF EACH THIRTY-DAY PERIOD THEREAFTER. Notwithstanding, either party may terminate this Agreement by providing a written notice thirty days prior to the requested date of termination and shall terminate immediately upon written notice to Casino in the event of default hereunder by Casino or the insolvency or bankruptcy of Casino, or the loss or impairment of any gaming license or permit required by law or regulation for Casino to legally operate Devices at the Location. Upon termination of this Agreement, Casino at its own expense, risk of loss and with proper notification

and regulatory approval shall return the Equipment to WMS in good working order. WMS shall arrange for the return of the Equipment. All payments then due shall be delivered to WMS at that time.

see Attachment A

~~LIMITED WAIVER OF SOVEREIGN IMMUNITY. The Casino expressly and unequivocally waives the Casino's sovereign immunity in any and all disputes arising under this Agreement. The Casino agrees that it may sue and be sued to enforce the terms of this Agreement. The Casino warrants that this limited waiver of sovereign immunity has been approved by the appropriate officer(s), board(s), commission(s), and/or other person(s) or entity(ies).~~

~~FORUM SELECTION CLAUSE. The Casino and WMS agrees that any and all disputes under this Agreement may be brought in any court of competent jurisdiction within the United States. The Casino and WMS agree that a judgment obtained in a court of competent jurisdiction may be enforced without modification through the tribal court system.~~

~~CHOICE OF LAW. The Casino and WMS agree that the substantive law to be applied in any and all disputes arising under this Agreement is the law of the state in which the Equipment and Devices are located, including that state's Uniform Commercial Code, without reference to any choice of law provision.~~

MISCELLANEOUS. This Agreement and the attached Addendum may only be modified by an amendment executed by all parties hereto. If any provision of this Agreement is invalid, illegal or unenforceable, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting the remaining provisions hereof. All notices hereunder shall be given to each party at the addresses set above. This Agreement is primary for all terms and conditions contained herein, and if found to conflict with or be inconsistent with any other terms or conditions applicable to this Agreement, the terms and conditions contained herein shall control and prevail. The headings in this Agreement are provided as a matter of convenience and are not to be used for interpretation. This Agreement is personal to Casino and may not be assigned to any other party without the prior written approval of WMS in its sole and absolute discretion. **All terms and conditions of this Agreement are subject to the regulatory approval, if necessary, of applicable gaming regulatory authorities.**

FOUR BEARS CASINO & LODGE
Casino Name

WMS GAMING INC.

Robert R. Rogowski
Vice President- Finance & Controller

Signature

Title

Date: _____

Date: _____

EXHIBIT A

WMS will lease, supply and deliver the following Devices and related seats, signage and other equipment, if any (such Devices and equipment collectively referred to as "Equipment") to Casino at the Location:

MONOPOLY™-STYLE DEVICES, including ROLL & WIN™, ADVANCE TO BOARDWALK™, ONCE AROUND™, CHAIRMAN OF THE BOARD™, REEL ESTATE™, MOVERS & SHAKERS™ and MONEY GRAB™ styled gaming devices and such other game titles to be subsequently introduced as part of the Series:

QUANTITY: ~~FIVE (5)~~ MONOPOLY-series gaming devices.

Six (6)

SPECIAL INSTRUCTIONS: _____

PUZZLE PAYST™-SERIES DEVICES, including but not limited to the JUMBLE®, Bee Bucks™, SCRABBLE® and Pictionary® styled gaming devices and such other game titles to be subsequently introduced as part of the Series:

QUANTITY: TWO (2) PUZZLE PAYST™ series gaming devices.

SPECIAL INSTRUCTIONS: _____

HOLLYWOOD SQUARES™-SERIES DEVICES, including but not limited to the HOLLYWOOD SQUARES styled gaming devices and such other game titles to be subsequently introduced as part of the Series:

Two (2)
QUANTITY: ~~THREE (3)~~ TWO (2) HOLLYWOOD SQUARES-series gaming devices.

SPECIAL INSTRUCTIONS: _____

PAC-MAN™-SERIES DEVICES, including but not limited to the PAC-MAN styled gaming devices and such other game titles to be subsequently introduced as part of the Series:

QUANTITY: _____ (_____) PAC-MAN-series gaming devices.

SPECIAL INSTRUCTIONS: _____

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EXHIBIT B

PAYMENT. In consideration for WMS providing the Equipment, and the use thereof by Casino, Casino shall retain 80% of the Net Win and WMS shall receive as rent 20% of the Net Win generated by the Devices, beginning on the first date of installation of the Devices at the Location or the date of this Agreement, whichever is later. "Net Win" shall be the drop minus fills and hand paid jackpots and prizes generated by Devices, which shall be calculated by Casino not less than weekly using the hard meters. WMS' share of the Net Win shall be due and payable by the 15th of the following month for the preceding month's Net Win. Casino shall remit WMS' share of the Net Win by check or currency. Late payments shall accrue interest until paid at a rate of 1.5% per month or the highest rate allowable by law, whichever is less.

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Exhibit A

GOVERNING LAW AND CONSENT TO JURISDICTION

The parties hereby consent to suit in the Fort Berthold District court of the Three Affiliated Tribes for disputes arising from a breach of this Agreement. The parties agree that this Agreement shall be interpreted pursuant to the Uniform Commercial Code (UCC), if the same has been adopted by the Three Affiliated Tribes, or if not, under the UCC as it is presently codified under the North Dakota law, except where such application of the UCC would directly contradict the laws of the Three Affiliated Tribes, or in cases where the Tribal Court makes express findings as to why the UCC should not apply, and that otherwise, the laws of the Three Affiliated Tribes shall apply. In the event that either party is not satisfied with the final results of a proceeding brought before the Fort Berthold District court, either party may initiate suit in the Federal District Court of North Dakota, but only after such cause has been heard and finally decided upon in the Fort Berthold District Court. Both Parties agree that in the event such a suit is entered into in the Federal District Court, the action may be appealed to the U.S. Court of appeals for the Eighth Circuit and ultimately the U.S. Supreme Court.

LIMITED WAIVER OF SOVEREIGN IMMUNITY

The Three Affiliated Tribes have agreed to the jurisdiction of the Fort Berthold district Court and the Federal Court system if applicable, to settle any disputes which may arise under this contract. This waiver of the sovereign immunity of the Tribe shall be limited to the above named jurisdictions and to the resolutions of disputes as outlined in this agreement. No other waiver either direct or implied is to be inferred from any aspect of this agreement. The Three Affiliated Tribes agree to be bound by the judgment of the Tribal Court and/or Federal District Court, however such judgment shall not exceed the value of the contract herein.

WHEREAS, The Tribal Business Council has determined that leasing the gaming machines from WMS as described in the Agreement is in the best interests of the Three Affiliated Tribes and its members; and

WHEREAS, The Tribal Business Council has determined that the accompanying "limited waiver of sovereign immunity" as set forth in Exhibit A is in the best interests of the Tribe and its members, and in the best interests of the 4 Bears Casino and Lodge;

NOW, THEREFORE, BE IT RESOLVED, That the Chairman or Vice Chairman, be, and hereby are authorized and directed to execute and deliver, on behalf of the Tribe, such Agreement and any other documents necessary to execute the attached Agreement for the lease of up to 12 gaming machines as described in the Agreement; and

THEREFORE BE IT FURTHER RESOLVED, That the Tribe expressly consents to a limited waiver of sovereign immunity as to any actions arising from any dispute arising under said Agreement with WMS, it being understood that such waiver is in the best interests of the Tribe and its members; and

THEREFORE BE IT FURTHER RESOLVED, That the Chairman or Vice Chairman of the Three Affiliated Tribes hereby are authorized and directed to take such other action necessary, required, and appropriate to carry out the purposes of this Resolution, including execution of the loan documents, provided that the language of the "limited waiver of sovereign immunity" as set forth in Exhibit A is inserted at the appropriate place in the Agreement and that this language replace any other language in the Agreement to the contrary.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 8th day of January, 2003 that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman Voting. [] Not Voting.

Dated this 8th day of January, 2003.

Randy Phelan
Executive Secretary, Randy Phelan
Tribal Business Council

ATTEST:
Tex G. Hall
Chairman, Tex G. Hall
Tribal Business Council