



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

*A Resolution entitled "Approval of Buy-Out of LSA and Associates' Interests in its Participating Lease with the Tribe and Purchase of Certain Land Owned by Dale Little Soldier."*

**WHEREAS,** This Nation has accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

**WHEREAS,** The Tribal Business Council has the authority, pursuant to Article VI, Sections (1), (3), and (5) of the revised Constitution and Bylaws of the Three Affiliated Tribes to: (1) negotiate with, and approve contracts with Tribal members to establish procedures for the conduct of all tribal government and business operations which promote the health, peace, morals, education and general welfare of the Tribe and its members; and (ii) to do such acts of a governmental and public nature as it believes are in the best interest of the Tribe; and

**WHEREAS,** The Tribal Business Council entered into a Participating Lease Agreement with LSA and Associates which is a company owned and operated by Dale Little Soldier who is an enrolled member of the Tribe; and

**WHEREAS,** The Participating Lease Agreement sets forth the terms and conditions under which LSA and Associates would develop a casino on land owned by Dale Little Soldier identified as the "Site I" or "Leased Premises" in the Participating Lease Agreement; and

**WHEREAS,** LSA and Associates has located financing with the Marshall Investments Corporation for the construction and equipping of the casino contemplated by the Participating Lease that will allow the Participating Lease to become effective, under its terms, and will permit designs to be developed and construction to begin, and said financing will not involve any kind of general obligation or other commitment on the part of the Tribe to repay the loan between LSA and Associates and Marshall Investments Corporation, other than that the Tribe will be required to continue to operate the Class III gaming enterprise on the Site I premises during the duration of the loan agreement; and

**WHEREAS,** The Tribal Business Council desires to buy out LSA and Associates' interests in the Participating Lease Agreement and the land identified as the Site I premises as well as any additional land(s) on which a lagoon or any other improvements necessary to the operation and maintenance of

the proposed Casino need to be situated and the lands transferred to Dale Little Soldier in 1993 pursuant to Resolution No. \_\_\_\_\_; and

**WHEREAS,** Dale Little Soldier desires to sell said land and LSA and Associates desires to sell out its interests in the Participating Lease Agreement; and

**WHEREAS,** The Tribal Business Council desires to move forward and develop a Casino on said lands on its own.

**NOW, THEREFORE, BE IT RESOLVED,** by the Tribal Business Council of the Three Affiliated Tribes as follows:

Section 1. Approval and Authorizations

- 1.1 The Tribal Business Council hereby determines that the foregoing proposed actions are in the public interest and promote the welfare of the Tribe.
- 1.2 The Tribal Business Council hereby approves the execution, delivery and performance of the Buy Out Agreement and any other related documents reasonably necessary to effect said Buy Out and the purchase of lands necessary to construct and operate the Casino (the "Documents") in such forms as are approved by the an Authorized Representative (defined below) and legal counsel for the Tribe, which approvals shall be deemed to have been conclusively given upon the execution of the Documents by an Authorized Representative.
- 1.3 The Chairman, Secretary, or Treasurer of the Tribe, individually or together with any other person who under the laws of the Tribe are permitted to act on behalf of the Tribe, (each, an "Authorized Representative") are hereby authorized and directed to execute the Documents, and to execute such other documents, including the Buy Out Agreement and take such actions as are required or desirable to effect the purposes of this Resolution.

Section 2. Limited Waiver of Sovereign Immunity; Jurisdiction and Arbitration.

Provisions in the Documents relating to a waiver of the Tribe's Sovereign immunity are hereby expressly authorized, approved and adopted as the law of the Tribe with respect to the Documents so long such provisions substantially comply with the terms set forth in Exhibit A attached hereto:

- 2.1 The choice of governing laws, the limited waivers of sovereign immunity, the consents to jurisdiction and waivers of the doctrines of abstention and exhaustion of tribal remedies; and
- 2.2 The obligation to resolve disputes related to the Documents by binding arbitration.

Section 3. Material Terms and Conditions:

Provisions in the Documents relating to the following matters are hereby expressly authorized, approved and adopted with respect to the Documents so long such provisions substantially comply with the terms set forth below:

- 3.1 The Tribe shall pay to Dale Little Soldier/LSA and Associates the following:
  - a. Reimbursement of all verified expenses incurred by LSA and Associates/Dale Little Soldier pertaining to the design and development of the proposed Casino, including but not limited to attorneys fees, engineering and architect fees and consultant fees.
  - b. \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ shall be paid in a lump sum upon transfer of Dale Little Soldier's lands necessary for the Casino to the Tribe and the balance shall be paid to Dale Little Soldier in \_\_\_\_\_ annual payments for \_\_\_\_\_ years under a consultant agreement between Dale Little Soldier and the Tribe.
- 3.2 LSA and Associates shall transfer to the Tribe all right, title and interest(s) in the Site I (Lease Premises) consisting of approximately 25 acres, any additional land(s) on which a lagoon or any other improvements necessary to the operation and maintenance of the proposed Casino are situated together with any and all building, structures, fixtures, and improvements located on said lands specifically including the lands transferred to Dale Little Soldier in 1993 pursuant to Resolution No. \_\_\_\_\_. In return for the lands transferred to the Tribe that are not Site I lands, the Tribe shall trade Dale Little Soldier tribal land of comparable value plus half the cost to construct the lagoon. In addition, LSA and Associates shall transfer or grant any right-of-way, easement, or any other right of access necessary for the Tribe to access the Site I Premises and any additional land(s) transferred to the Tribe.
- 3.3 The Three Affiliated Tribes shall be allowed to operate and conduct all commercial activities on the Site I Lease Premises and any additional land(s) on which a lagoon or any other improvements necessary to the operation and maintenance of the proposed Casino.
- 3.4 LSA and Associates/Dale Little Soldier's interest(s) in the Participating Lease Agreement shall be terminated.
- 3.5 LSA and Associates/Dale Little Soldier shall provide the Tribe with all of the work product produced by any entity or individuals for which LSA and Associates/Dale Little Soldier seeks reimbursement.

## CHECKLIST

### 1. Plan A Resolution - Attached

We need:

- a. Budget Breakdown from LSA revealing exactly what LSA will be financing and what it won't be financing. This is necessary to determine what the Tribe will be responsible for providing to start and operate the Casino. (Surveillance, Road, Lagoon, Food & Beverage, Furniture, Cage Equipment, Money Counting Machines)
- b. LSA's Financial Projections
- c. Resolution transferring land from the Tribe to Dale Little Soldier
- d. Status of all permit applications submitted by LSA.
- e. Proof of title with respect to lands on which the Casino and improvements will be situated.
- f. Updated Schedule of Payments from Marshall Group.
- g. Letter to the Corps requesting transfer of taken lands adjacent to Dale Little Soldier/Casino Land to the Tribe. – Paul Danks will do.

### 2. Plan B Resolution - Attached

We need:

- a. Resolution transferring land from the Tribe to Dale Little Soldier
- b. Status of all permit applications submitted by LSA.
- c. Proof of title with respect to lands on which the Casino and improvements will be situated.
- d. Letter to the Corps requesting transfer of taken lands adjacent to Dale Little Soldier/Casino Land to the Tribe. – Paul Danks will do.
- e. Verification of LSA/Dale Little Soldier's expenses.
- f. LSA/Dale Little Soldier's work product.
- g. Consultant Agreement



**RESOLUTION OF THE TRIBAL BUSINESS COUNCIL OF  
THE THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION**

*A Resolution entitled "Approval of Buy-Out of LSA and Associates' Interests in its Participating Lease with the Tribe and Purchase of Certain Land Owned by Dale Little Soldier."*

**WHEREAS,** This Nation has accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

**WHEREAS,** The Tribal Business Council has the authority, pursuant to Article VI, Sections (1), (3), and (5) of the revised Constitution and Bylaws of the Three Affiliated Tribes to: (1) negotiate with, and approve contracts with Tribal members to establish procedures for the conduct of all tribal government and business operations which promote the health, peace, morals, education and general welfare of the Tribe and its members; and (ii) to do such acts of a governmental and public nature as it believes are in the best interest of the Tribe; and

**WHEREAS,** The Tribal Business Council entered into a Participating Lease Agreement with LSA and Associates which is a company owned and operated by Dale Little Soldier who is an enrolled member of the Tribe; and

**WHEREAS,** The Participating Lease Agreement sets forth the terms and conditions under which LSA and Associates would develop a casino on land owned by Dale Little Soldier identified as the "Site I" or "Leased Premises" in the Participating Lease Agreement; and

**WHEREAS,** LSA and Associates has located financing with the Marshall Investments Corporation for the construction and equipping of the casino contemplated by the Participating Lease that will allow the Participating Lease to become effective, under its terms, and will permit designs to be developed and construction to begin, and said financing will not involve any kind of general obligation or other commitment on the part of the Tribe to repay the loan between LSA and Associates and Marshall Investments Corporation, other than that the Tribe will be required to continue to operate the Class III gaming enterprise on the Site I premises during the duration of the loan agreement; and

**WHEREAS,** The Tribal Business Council desires to buy out LSA and Associates' interests in the Participating Lease Agreement and the land identified as the Site I premises as well as any additional land(s) on which a lagoon or any other improvements necessary to the operation and maintenance of the proposed Casino need to be situated and the lands transferred to Dale Little Soldier in 1993 pursuant to Resolution No. \_\_\_\_\_; and

**WHEREAS,** Dale Little Soldier desires to sell said land and LSA and Associates desires to sell out its interests in the Participating Lease Agreement; and

**WHEREAS,** The Tribal Business Council desires to move forward and develop a Casino on said lands on its own.

**NOW, THEREFORE, BE IT RESOLVED,** by the Tribal Business Council of the Three Affiliated Tribes as follows:

Section 1. Approval and Authorizations

- 1.1 The Tribal Business Council hereby determines that the foregoing proposed actions are in the public interest and promote the welfare of the Tribe.
- 1.2 The Tribal Business Council hereby approves the execution, delivery and performance of the Buy Out Agreement and any other related documents reasonably necessary to effect said Buy Out and the purchase of lands necessary to construct and operate the Casino (the "Documents") in such forms as are approved by the an Authorized Representative (defined below) and legal counsel for the Tribe, which approvals shall be deemed to have been conclusively given upon the execution of the Documents by an Authorized Representative.
- 1.3 The Chairman, Secretary, or Treasurer of the Tribe, individually or together with any other person who under the laws of the Tribe are permitted to act on behalf of the Tribe, (each, an "Authorized Representative") are hereby authorized and directed to execute the Documents, and to execute such other documents, including the Buy Out Agreement and take such actions as are required or desirable to effect the purposes of this Resolution.

Section 2. Limited Waiver of Sovereign Immunity; Jurisdiction and Arbitration.

Provisions in the Documents relating to a waiver of the Tribe's Sovereign immunity are hereby expressly authorized, approved and adopted as the law of the Tribe with respect to the Documents so long such provisions substantially comply with the terms set forth in Exhibit A attached hereto:

- 2.1 The choice of governing laws, the limited waivers of sovereign immunity, the consents to jurisdiction and waivers of the doctrines of abstention and exhaustion of tribal remedies; and
- 2.2 The obligation to resolve disputes related to the Documents by binding arbitration.

Section 3: Material Terms and Conditions:

Provisions in the Documents relating to the following matters are hereby expressly authorized, approved and adopted with respect to the Documents so long such provisions substantially comply with the terms set forth below:

- 3.1 The Tribe shall pay to Dale Little Soldier/LSA and Associates the following:
  - a. Reimbursement of all verified expenses incurred by LSA and Associates/Dale Little Soldier pertaining to the design and development of the proposed Casino, including but not limited to attorneys fees, engineering and architect fees and consultant fees.
  - b. \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ shall be paid in a lump sum upon transfer of Dale Little Soldier's lands necessary for the Casino to the Tribe and the balance shall be paid to Dale Little Soldier in \_\_\_\_\_ annual payments for \_\_\_\_\_ years under a consultant agreement between Dale Little Soldier and the Tribe.
- 3.2 LSA and Associates shall transfer to the Tribe all right, title and interest(s) in the Site I (Lease Premises) consisting of approximately 25 acres, any additional land(s) on which a lagoon or any other improvements necessary to the operation and maintenance of the proposed Casino are situated together with any and all building, structures, fixtures, and improvements located on said lands specifically including the lands transferred to Dale Little Soldier in 1993 pursuant to Resolution No. \_\_\_\_\_. In return for the lands transferred to the Tribe that are not Site I lands, the Tribe shall trade Dale Little Soldier tribal land of comparable value plus half the cost to construct the lagoon. In addition, LSA and Associates shall transfer or grant any right-of-way, easement, or any other right of access necessary for the Tribe to access the Site I Premises and any additional land(s) transferred to the Tribe.
- 3.3 The Three Affiliated Tribes shall be allowed to operate and conduct all commercial activities on the Site I Lease Premises and any additional land(s) on which a lagoon or any other improvements necessary to the operation and maintenance of the proposed Casino.
- 3.4 LSA and Associates/Dale Little Soldier's interest(s) in the Participating Lease Agreement shall be terminated.
- 3.5 LSA and Associates/Dale Little Soldier shall provide the Tribe with all of the work product produced by any entity or individuals for which LSA and Associates/Dale Little Soldier seeks reimbursement.

30 acres  
67 acres  
Total



Section 4. Miscellaneous Matters.

- 4.1 Any resolutions or other actions of the Tribal Business Council or of the Tribal Executive Committee, including any prior resolutions regarding the Loans that are in conflict with or inconsistent with the terms of this Resolution are hereby to such extent repealed and annulled. This Resolution shall supersede any prior or currently existing resolutions or other actions of the Tribal Business Council or Tribal Executive Committee that are contrary to the actions authorized or contemplated herein or in a Loan Document.
- 4.2 If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Chairman or other Tribal officers as designated by the Chairman are hereby authorized to execute and enter into any other documents other than those mentioned above associated with the development of the casino operations referenced in this Resolution, including any necessary permits, applications or other matters that may be required to authorize commencement of the casino operations referenced in this Resolution, and are also authorized to execute and enter into any additional agreements with Lake Sakakawea and Associates as may be necessary to effectuate this Resolution; and

**NOW THEREFORE BE IT FINALLY RESOLVED** that the Project Coordinator for the Tribe in this gaming venture shall be the Chief Executive Officer of MHA Enterprises, Inc.

**C E R T I F I C A T I O N**

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, \_\_\_\_\_ were present at a \_\_\_\_\_ Meeting thereof duly called, noticed, convened and held on the \_ day of \_\_\_\_\_, 2004, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of \_\_\_\_ members, \_\_\_\_ members opposed, \_\_\_\_ members abstained, \_\_\_\_ members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [ ] Voting. [ ] Not Voting.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2004.

**ATTEST:**

\_\_\_\_\_  
Chairman, Tex G. Hall  
Tribal Business Council

\_\_\_\_\_  
Executive Secretary, Randy Phelan  
Tribal Business Council





Resolution No. \_\_\_\_\_-RP

**RESOLUTION OF THE TRIBAL BUSINESS COUNCIL OF  
THE THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION**

*A Resolution entitled "Approval of Financing with Marshall Investments Corporation for New Casino Operated by Tribe"*

**WHEREAS,** This Nation has accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

**WHEREAS,** LSA and Associates has located financing with the Marshall Investments Corporation for the construction and equipping of the casino contemplated by the Participating Lease that will allow the Participating Lease to become effective, under its terms, and will permit designs to be developed and construction to begin, and said financing will not involve any kind of general obligation or other commitment on the part of the Tribe to repay the loan between LSA and Associates and Marshall Investments Corporation, other than that the Tribe will be required to continue to operate the Class III gaming enterprise on the Site during the duration of the loan agreement; and

**WHEREAS,** In order for financing to be completed, the Tribe must agree to the Financing Terms for the construction of the casino in so far as they require the Tribe to establish an escrow account, similar to that previously established for other Marshall Investments Corporation loans, into which all proceeds from the new casino operations will be placed, and from which the lease payment will be made, and from which payment will be made towards the construction loan and other equipment loans before profits from the casino are made available to the Tribe or LSA and Associates; and

**WHEREAS,** It is understood by the Tribe that the Financing Terms for the loan will be similar to those of other Marshall Investments Corporation loans with the Three Affiliated Tribes, and the amount borrowed may be up to \$7.5 million, with an interest rate of approximately 7.25%, but it is also understood by the Tribe that the loan terms themselves are not subject to the approval of the Tribe; and

**WHEREAS,** Because the proceeds from the proposed casino operations are owned by the Tribe, the Tribe must agree to a limited waiver of sovereign immunity in order for the Marshall Investments Corporation to be able to enforce the terms of the loan agreement with LSA and Associates, as is set forth in Exhibit A, attached hereto; and

**WHEREAS,** The proposed new casino operation is expected to generate additional income to the Three Affiliated Tribes without adversely affecting the profits generated by the existing casino operations of the Tribe; and

**WHEREAS,** The Three Affiliated Tribes Tribal Business Council desires to move forward with the terms of the Participating Lease.

**NOW, THEREFORE, BE IT RESOLVED,** by the Tribal Business Council of the Three Affiliated Tribes as follows:

Section 1. Approval and Authorizations

- 1.1 The Tribal Business Council hereby determines that the foregoing proposed actions are in the public interest and promote the welfare of the Tribe provided that the clarifications and conditions set out below are acknowledged and approved in writing by LSA and Associates.
- 1.2 The Tribal Business Council hereby approves the Financing Terms, in so far as they require Tribal approval, and the Tribe's execution, delivery and performance of all Loan Documents, Assignment Agreements and any other related documents reasonably necessary to effect the Loans (the "Loan Documents") in such forms as are approved by the an Authorized Representative (defined below) and legal counsel for the Tribe, which approvals shall be deemed to have been conclusively given upon the execution of the Loan Document by an Authorized Representative of the Tribe and written acceptance of the clarification of terms and conditions as set forth below by LSA and Associates.
- 1.3 The Chairman, Secretary, or Treasurer of the Tribe, individually or together with any other person who under the laws of the Tribe are permitted to act on behalf of the Tribe, (each, an "Authorized Representative") are hereby authorized and directed to execute the Loan Documents, and to execute such other documents, including the buy-out agreement and take such actions as are required or desirable to effect the purposes of this Resolution.

Section 2. Limited Waiver of Sovereign Immunity; Jurisdiction and Arbitration.

Provisions in the Loan Documents relating to the following matters are hereby expressly authorized, approved and adopted as the law of the Tribe with respect to the Loans; so long such provisions substantially comply with the terms set forth in Exhibit A attached hereto:

- 2.1 The choice of governing laws, the limited waivers of sovereign immunity, the consents to jurisdiction and waivers of the doctrines of abstention and exhaustion of tribal remedies; and
- 2.2 The obligation to resolve disputes related to the Loans by binding arbitration.

Section 3. Clarifications of Terms and Conditions:

- 3.1 Pursuant to Section 11 of the Participating Lease, the Tribe must approve the plans and specifications of the building or buildings to be located on the Site I premises. This shall include the approval of the architect. It shall be further understood that LSA & Associates shall be working as the Tribe's consultant during the design and construction of the proposed Casino. The Tribe and LSA and Associates shall jointly approve the selection of the contractors associated with the construction of the proposed Casino. Indian preference shall be applied to the selection of the general contractor and subcontractors for construction of the gaming facilities, which shall include, if possible, a guaranteed maximum price for construction, and further provided that all normal performance and completion requirements are met by the general contractor and all subcontractors.
- 3.2 LSA and Associates shall automatically transfer to the Tribe all right, title and interest(s) in the Leased Premises upon the conclusion of five years subsequent to the Commencement Date (as defined in the Participating Lease) in consideration of payment in the amount of \$250,000.00 from the Tribe. Said buyout shall include the transfer of the Site I (Lease Premises) consisting of approximately 25 acres, any additional land(s) on which a lagoon or any other improvements necessary to the operation and maintenance of the proposed Casino are situated together with any and all building, structures, fixtures, and improvements located on said lands specifically including the lands transferred to Dale Little Soldier in 1993 pursuant to Resolution No. \_\_\_\_\_. In return for the lands transferred to the Tribe that are not Site I lands, the Tribe shall trade Dale Little Soldier tribal land of comparable value plus half the cost to construct the lagoon. In addition, LSA and Associates shall transfer or grant any right-of-way, easement, or any other right of access necessary for the Tribe to access the Site I Premises and any additional land(s) transferred to the Tribe.
- 3.3 The terms of the Financing Documents shall include a provision that all funds shall be distributed through an appropriate escrow agent, with documentation for all disbursements, including the approval, as appropriate for construction costs, of an inspecting architect or engineer for each disbursement. The release of any funds shall be subject to the written approval of the Tribe.
- 3.4 The Three Affiliated Tribes shall be allowed to operate and conduct all commercial activities on the Site I Lease Premises and any additional land(s) on which a lagoon or any other improvements necessary to the operation and maintenance of the proposed Casino.

Section 4. Miscellaneous Matters.

- 4.1 Any resolutions or other actions of the Tribal Business Council or of the Tribal Executive Committee, including any prior resolutions regarding the Loans that are in conflict with or inconsistent with the terms of this Resolution are hereby to such extent repealed and

annulled. This Resolution shall supersede any prior or currently existing resolutions or other actions of the Tribal Business Council or Tribal Executive Committee that are contrary to the actions authorized or contemplated herein or in a Loan Document.

- 4.2 If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected.
- 4.3 LSA and Associates shall, by written agreement, acknowledge and approve the clarification of terms and conditions provided above as a condition precedent to the execution of the Tribe's waiver of sovereign immunity or any other document necessary to move forward with the Participating Lease.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Chairman or other Tribal officers as designated by the Chairman are hereby authorized to execute and enter into any other documents other than those mentioned above associated with the development of the casino operations referenced in this Resolution, including any necessary permits, applications or other matters that may be required to authorize commencement of the casino operations referenced in this Resolution, and are also authorized to execute and enter into any additional agreements with Lake Sakakawea and Associates as may be necessary to effectuate this Resolution; and

**NOW THEREFORE BE IT FINALLY RESOLVED** that the Project Coordinator for the Tribe in this gaming venture shall be the Chief Executive Officer of MHA Enterprises, Inc.

#### CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, \_\_\_\_\_ were present at a \_\_\_\_\_ Meeting thereof duly called, noticed, convened and held on the \_\_\_ day of \_\_\_\_\_, 2004, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of \_\_\_\_\_ members, \_\_\_\_\_ members opposed, \_\_\_\_\_ members abstained, \_\_\_\_\_ members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [  ] Voting. [  ] Not Voting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**ATTEST:**

\_\_\_\_\_  
Chairman, Tex G. Hall  
Tribal Business Council

\_\_\_\_\_  
Executive Secretary, Randy Phelan  
Tribal Business Council

**EXHIBIT A**

**CERTAIN LEGAL PROVISIONS**

**0.1. Governing Law and Construction.** The Loan Documents applicable to the Tribe shall be governed by, and construed in accordance with the laws of the Tribe, provided that in the absence of applicable Tribal law, the substantive laws of the State of North Dakota and applicable federal law shall govern. Whenever possible, each provision of the Loan Documents and any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of the Loan Documents or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Documents or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with a valid provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision. The provisions of this Section are irrevocable and may not be rescinded, revoked or amended without the prior written consent of the Lender. The Tribe acknowledges the Lender has relied upon them in entering into the Loan Documents.

**0.2. Limited Waiver of Sovereign Immunity.** Nothing in this Loan Agreement shall be deemed to be a waiver of the Tribe's sovereign immunity from suit, except to the extent that the Tribe hereby provides a limited waiver of its sovereign immunity and consents to be sued should an action be commenced to determine and enforce the obligations of the parties under any Loan Documents; and provided further that the Tribe's consent to suit is only as to arbitration and to court action initiated consistent with the Loan Documents, and provided further, provided that no recourse for the enforcement of remedies for a breach of the Note or this Loan Agreement shall be available except as against Assignment Payments. The Tribe expressly submits to and consents to the court jurisdictions as described in \_\_\_\_\_, including as provided in such Section the jurisdiction of the Tribal Court of The Three Affiliated Tribes of the Fort Berthold Reservation in the first instance and, after seeking relief in such Tribal Court, to the United States District Court for the District of North Dakota, in connection with any injunctive relief sought prior to arbitration, or to give effect to any relief ordered or award obtained in any arbitration proceeding.

**0.3. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Loan Agreement or any Loan Document, or the breach thereof, or the making of this Loan Agreement or any Loan Document, including claims of fraud in the inducement (hereinafter referred to as the "Financing Disputes"), shall be settled by arbitration under the rules of commercial arbitration of the American Arbitration Association (the "AAA") and Title 9 of the U.S. Code, as modified by this Section.

Any party may, by written notice to the other parties after such a controversy has arisen hereunder, appoint one arbitrator. The other parties to the controversy shall, by written notice, within twenty (20) days after the receipt of such notice by the first party, appoint a second

arbitrator, and in default of such appointment the first arbitrator appointed shall be the sole arbitrator. When two (2) arbitrators have been appointed as hereinabove provided, they shall, if possible, agree on a third arbitrator who shall be appointed by written notice signed by both of them within thirty (30) days thereafter with a copy mailed to each party hereto within ten (10) days after such appointment; provided that if the two arbitrators cannot agree upon a third, they shall apply to the AAA for such appointment.

No arbitrator shall be related to or affiliated with, or shall have represented in a legal capacity any party hereto. The arbitrators shall apply the governing law specified in Section 8.25, and shall follow such rules of discovery and evidence as the United States District Court for the State of North Dakota would apply. Within sixty (60) days of commencement of the arbitration actions, and after receiving evidence and hearing witnesses, if any, the arbitrators shall render their award, accompanied by findings of fact and a statement of reasons for the decision. The arbitrators shall have the authority to award in connection with a Financing Dispute any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, equitable remedies, specific performance of any obligation created under this Loan Agreement, the issuance of an injunction. The award of the majority of the arbitrators shall be conclusive and binding upon the parties. Any award rendered therein may be entered in and/or enforced in Tribal Court, or if such court shall not have jurisdiction or shall otherwise fail to timely act in the United States District Court of the State of North Dakota (or any federal appellate court), or if such Court shall not have jurisdiction or shall otherwise fail to timely act, in any other court of competent jurisdiction. Any review of the arbitration decision and award shall be limited to enforcement of the decision and award and the findings of the arbitrator(s) shall not be re-litigated. The parties further acknowledge and agree that any party may apply to the Tribal Court of the Tribe in the first instance and, after seeking relief from such Tribal Court, to the United States District Court for the State of North Dakota, and seek injunctive relief so as to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved. Each of the parties hereby agrees that this arbitration provision is valid and enforceable and therefore waives any defense or assertion to the contrary.



Section 4. Miscellaneous Matters.

- 4.1 Any resolutions or other actions of the Tribal Business Council or of the Tribal Executive Committee, including any prior resolutions regarding the Loans that are in conflict with or inconsistent with the terms of this Resolution are hereby to such extent repealed and annulled. This Resolution shall supersede any prior or currently existing resolutions or other actions of the Tribal Business Council or Tribal Executive Committee that are contrary to the actions authorized or contemplated herein or in a Loan Document.
- 4.2 If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Chairman or other Tribal officers as designated by the Chairman are hereby authorized to execute and enter into any other documents other than those mentioned above associated with the development of the casino operations referenced in this Resolution, including any necessary permits, applications or other matters that may be required to authorize commencement of the casino operations referenced in this Resolution, and are also authorized to execute and enter into any additional agreements with Lake Sakakawea and Associates as may be necessary to effectuate this Resolution; and

**NOW THEREFORE BE IT FINALLY RESOLVED** that the Project Coordinator for the Tribe in this gaming venture shall be the Chief Executive Officer of MHA Enterprises, Inc.

**CERTIFICATION**

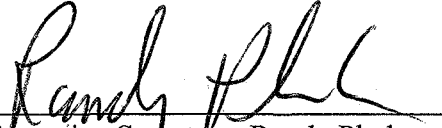
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, \_\_\_\_\_ were present at a \_\_\_\_\_ Meeting thereof duly called, noticed, convened and held on the \_ day of \_\_\_\_\_, 2004, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of \_\_\_ members, \_\_\_ members opposed, \_\_\_ members abstained, \_\_\_ members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [  ] Voting. [  ] Not Voting.

Dated this \_\_\_ day of \_\_\_\_\_, 2004.

**ATTEST:**

\_\_\_\_\_  
Chairman, Tex G. Hall  
Tribal Business Council

  
\_\_\_\_\_  
Executive Secretary, Randy Phelan  
Tribal Business Council