



Resolution #07- 229 -VJB

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

A resolution entitled “Resolution of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation Approving Tribal Agreement, Depository Agreement, Equipment Lease and Certain Ancillary Matters Pertaining to said Eagle Catch Casino ”

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, Article VI, Section 3 of the Constitution of the Three Affiliated Tribes specifically grants to the Tribal Business Council all necessary sovereign authority for the purpose of exercising the jurisdiction granted by the people of the Three Affiliated Tribes in Article 1 of the Constitution; and

WHEREAS, The Tribe has entered into a Participating Lease dated December 9, 2002 (the “Participating Lease”), with Dale Little Soldier (“DLS”), a member of the Tribe. Under the terms of the Participating Lease, DLS has agreed to lease to the Tribe a portion of certain land held in trust by the United States for the benefit of DLS within the boundaries of the Tribe’s Reservation in North Dakota; and

WHEREAS, DLS has entered into an Assignment and Assumption Agreement dated OCT, 2007 (the “Assignment and Assumption Agreement”) with Lake Sakakawea & Associates, LLC, a Minnesota limited liability company of which DLS is the controlling member (the “Borrower”). Under the terms of the Assignment and Assumption Agreement, DLS has assigned his right, title, and interest in the Participating Lease to the Borrower and the Borrower has assumed all of DLS’s obligations under the Participating Lease; and

WHEREAS, The Tribe has consented to the Assignment and Assumption Agreement; and



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WHEREAS, As assignee of the Participating Lease, the Borrower has agreed to construct (i) a casino building with approximately 51,000 square feet, (ii) various restaurants, entertainment, and other related facilities, (iii) paved parking areas and/or a parking structure reasonably adequate to serve the casino building and related facilities, including lighting and entry and exit ways, (iv) a water stabilization system, wells, and waste water and sewer lines to serve the casino structure; and (v) related appurtenances necessary for operation of a casino and such other related facilities (collectively, the “Eagle Catch Casino”), and to lease a portion of the Eagle Catch Casino to the Tribe on a “turn-key” basis for use as a gaming operation;

WHEREAS, To finance the Eagle Catch Casino and certain related costs, the Borrower has made and entered into a Loan Agreement (the “Loan Agreement”) with Wells Fargo Bank, National Association as Administrative Agent (in that capacity, the “Agent”) and certain Lenders defined in the Loan Agreement (each a “Lender”); and

WHEREAS, The Lenders have conditioned their willingness to make the advances contemplated by the Loan Agreement (the “Advances”) upon the Tribe’s making and entering into an agreement (the “Tribal Agreement”) setting forth the Tribe’s acceptance of certain responsibilities and limitations and agreeing to deposit revenues of its gaming operation conducted at the Eagle Catch Casino with a specified financial institution (the “Collecting Bank”) and certain other agreements, including a Depository Agreement specifying how revenues of the Tribe’s Eagle Catch Casino will be applied after they are deposited with the Collecting Bank and transferred to the Depository named therein (the “Depository Agreement”) and an Equipment Lease Agreement associated with the leasing of certain equipment to be utilized in the Eagle Catch Casino (the “Equipment Lease Agreement”), the terms of each of which are expressly approved by this Resolution; and

WHEREAS, The Tribe has been advised that as a condition to entering into the Tribal Agreement, the Depository Agreement, and the Equipment Lease Agreement (collectively, the “Eagle Catch Casino Agreements”) it will be required to agree to: (a) a limited waiver of the Tribe’s sovereign immunity concerning disputes; (b) a waiver of tribal court jurisdiction and application of the doctrines of exhaustion of tribal remedies or comity, to the fullest extent permitted by law; (c) consent to arbitration or other forums for resolution of any disputes and the enforcement of remedies related thereto;



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and (d) the application of the laws of the State of North Dakota to govern and interpret the Agreements; and

WHEREAS, The Tribe has concluded that it is in its economic best interests to provide the assurances, approvals, and waivers contained in the Eagle Catch Casino Agreements.

THEREFORE, BE IT RESOLVED THAT,

1. Approvals and Authorizations. The Tribal Business Council hereby determines and finds that: (a) the Recitals in this Resolution are true and correct in all material respects; (b) the Tribal Business Council is the governing body of the Tribe, with full power and authority to adopt this Resolution; (c) the Eagle Catch Casino Agreements are in the best interest of the Tribe and its members.

2. Approval of Documents and Authorization of Tribal Representative. The Tribal Business Council acknowledges that proposed forms of each of the Eagle Catch Casino Documents have been presented to the Tribal Business Council. The Tribal Business Council approves the Eagle Catch Casino Documents, and all of the terms and transactions they authorize or contemplate. The Tribal Business Council hereby authorizes and approves the Tribe's execution and delivery of, and performance under, each of the Eagle Catch Casino Documents in accordance with their respective terms. The Tribal Business Council authorizes and grants to the Chairman, or if the Chairman is unavailable, the Vice-Chairman (the "Tribe's Representative"), all requisite authority and power for and on behalf of the Tribe (a) to execute and deliver the Eagle Catch Casino Documents in substantially the form provided to the Tribal Business Council and (b) to execute, deliver, and to take other actions or enter into all other documents, certificates, consents, representations, and warranties required by the Agent or its representatives in order to effect the Eagle Catch Casino Documents, including any filings with federal, state, or tribal governmental authorities (the "Related Documents") in connection with the transactions and documents approved by this Resolution as the Tribe's Representative deems necessary or desirable. The approval granted with respect to any agreement or instrument also extends to any modification, amendment, or change approved by the Tribe's Representative, which approval shall be evidenced conclusively by the signature of the Tribe's Representative on such Eagle Catch Casino Documents or Related Documents. No further signature or attestation shall be required, other than the signature of the Tribe's Representative, as a condition to the authorization, execution and delivery of the Eagle Catch Casino Documents.



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3. Approval of Waiver of Sovereign Immunity and other Legal Provisions.

3.1 The Eagle Catch Casino Documents include, and the Related Documents may include, certain provisions related to the Tribe's (a) waiver of sovereign immunity; (b) waiver of rights to have disputes heard before a tribal court (the "Tribal Court") or other Tribal tribunal; (c) consent to arbitration or other forums for resolution of any disputes, and proceedings for the enforcement of remedies; and (d) consent to the application of the laws of the State of North Dakota. As to matters relating to the Eagle Catch Casino Documents, the Tribal Business Council on behalf of the Tribe, hereby expressly, unequivocally and irrevocably consents to be sued in the courts or to have claims asserted against the Tribe resolved through binding arbitration to the extent provided in the Eagle Catch Casino Documents and the Related Documents and the terms of this Resolution, provided, however, that this shall not include consent to the execution or levy of judgment, lien, garnishment, or attachment upon any rights or property of the Tribe other than the rights and property specifically pledged, granted, or mortgaged as security of the Eagle Catch Casino Documents and Related Documents. Provisions setting forth the Tribe's waiver of sovereign immunity and consent to binding arbitration, substantially in the form attached to this Resolution as Attachment A, are unconditionally and irrevocably approved and constitute the law of the Tribe so long as the applicable documents in which those provisions appear, or are referenced, are in effect, subject to any modifications permitted under the Eagle Catch Casino Documents and the Related Documents.

3.2 For purposes of enforcing the Tribe's obligation to arbitrate disputes and enforcing any arbitration award, the Tribal Court shall comply in all respects with the Tribal Court Arbitration Rules attached to this Resolution as Attachment B, which Rules are irreversibly and irrevocably approved and which shall constitute the law of the Tribe with regard to the Eagle Catch Casino Documents and the Related Documents so long as the Eagle Catch Casino Documents and the Related Documents are in effect.

3.3 The Tribal Business Council consents to the application of North Dakota civil law to the construction, interpretation, and enforcement of the Eagle Catch Casino Documents and the Related Documents, and to the application of North Dakota civil law to the procedural aspects of any suit, action, or proceeding relating thereto, including but not limited to legal process, execution of judgments and other legal remedies. In no respect shall this limited adoption of North Dakota law be construed to: (a) limit or restrict the Tribe's authority, right or power to execute, deliver and perform its obligations under or with respect to the Eagle Catch Casino Documents and the Related Documents or the Related Documents; or, (b) render such agreement or documents invalid or unenforceable by reason of the Tribe's sovereign or tribal status.



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4. Non-Impairment; Enforceability of Obligations. The Tribal Business Council waives the right of the Tribe to pass or adopt any law, ordinance, or resolution, or approve or allow any other action of any nature of the Tribe, or of any branch, division, authority, agency, subsidiary, board, department, committee, commission or other instrumentality of the Tribe, or any entity wholly owned or wholly controlled by the Tribe, their successors and assigns, or of any officer, employee, or agent, of the foregoing (collectively, “Tribal Entities”) that impairs the contractual rights of any non-tribal Party under the Eagle Catch Casino Documents or any Related Documents. Upon execution and delivery of the Eagle Catch Casino Documents or any Related Document as authorized in this Resolution, those documents will become valid and binding obligations of the Tribe, enforceable in accordance with their terms for purposes of tribal law and the laws of all other applicable jurisdictions.

5. Determination. The Tribal Business Council hereby determines that no laws, ordinances, resolutions or other actions of the Tribal Business Council or any other Tribal Entity, either written or established by custom or tradition: (a) prohibit the Tribal Business Council from approving the matters approved in this Resolution or the execution, delivery, or performance of the Eagle Catch Casino Documents or the Related Documents by any Party and the consummation of the transactions contemplated by those documents; or (b) create any obligation of the Tribal Business Council to submit these matters for approval of or consent from any other Tribal Entity.

6. Full Faith and Credit. The Tribal Business Council and any existing or future Tribal Court of the Tribe will give full faith and credit to any award, order, or decree rendered by any federal or state court in accordance with this Resolution and the Eagle Catch Casino Documents or Related Documents. To the extent reasonably necessary, the Tribal Business Council or the Tribal Court will issue orders, writs of attachment, or replevin, or other rulings and exercise appropriate legal powers to enforce and effectuate them. To the extent reasonably necessary, the Tribe’s police powers will be exercised to secure and support those enforcement efforts. All police or other law enforcement officials of the Tribe will carry out any orders that may be entered by the Tribal Business Council or the Tribal Court pursuant to this Resolution.

7. Compliance With Federal And Tribal Law. The Tribal Business Council intends, and has concluded after adequate opportunity to consider the matter, that none of the provisions of the Eagle Catch Casino Documents or the Related Documents, whether taken singularly, in the aggregate, or in any combination, constitute a “management contract,” or grant the Lenders a proprietary interest in the Tribe’s gaming operations, under Tribal law or within the meaning of the Indian Gaming Regulatory Act (“IGRA”) or any decision of the National Indian Gaming Commission (“NIGC”). The Tribal Business



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Council also acknowledges and agrees that the Eagle Catch Casino Documents fully comply with Tribal law, including the Tribal Gaming Ordinance. If there should ever be a determination by any governmental authority, including the Tribe, any court of competent jurisdiction, the NIGC, or the Bureau of Indian Affairs, whether preliminary or final, that any term of one or more of the Eagle Catch Casino Documents or Related Documents creates a management contract or grants any person a proprietary interest in the Tribe's gaming operations, the Tribe will seek, in good faith and at the request of any Lender, to enter into one or more amendments of the term so that no management contract is created and no proprietary interest is granted.

8. Effect of this Resolution. Until all obligations of the Tribe under the Eagle Catch Casino Documents have been performed in full or the Eagle Catch Casino Documents are terminated in accordance with their terms, whichever occurs first, the provisions of this Resolution constitute the law of the Tribe and may be relied on by the Lenders and their successors and assigns.

9. Repealer. Any laws, ordinances, rules, regulations, decisions, orders, judgments, resolutions, or other action of the Tribe, or any branch, division, authority, agency, subsidiary, board, commission, or other instrumentality of the Tribe, or any of the officers, employees, or agents, of the foregoing, whether written, unwritten, or established by tradition that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein, or any term set forth in the Eagle Catch Casino Documents or any Related Documents, are hereby to such extent repealed and annulled, and superseded by this Resolution.

10. Miscellaneous.

10.1 If any term of this Resolution or the application of any term of this Resolution is held to be invalid, the remainder of the Resolution will not be affected.

10.2 This Resolution will become effective as of the date and time of its passage and approval by the Tribal Business Council.

10.3 All actions heretofore or hereafter taken by any members of the Tribal Business Council in accordance with the foregoing resolution shall be, and hereby are, ratified and confirmed as the acts and deeds of the Tribe taken or made by them within the scope of their duties to the Tribe.



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ATTACHMENT A

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Contractual provisions regarding dispute resolution in substantially the following form are approved by the Tribal Business Council for inclusion in the Eagle Catch Casino Documents and any Related Documents. Such contractual provisions may be modified to the extent necessary in the opinion of the Tribe's Representative who executes each applicable document, to conform to the language and format of the applicable document.

Dispute Resolution. The Parties agree that any Claim will be governed by the following dispute resolution procedures unless otherwise agreed in writing by the Tribe and each other Party. "Claim" means any claim, demand, dispute, action or cause of action related or incidental to this Agreement or any Loan Document, whether now existing or hereafter arising, and whether sounding in tort, contract, or otherwise and whether arising as a matter of law or in equity, and including any action commenced under the Indian Civil Rights Act, the Constitution, or any Law of the Borrower.

(a) Limited Waiver of Sovereign Immunity. The Tribe is a federally recognized Indian tribe and the Tribe and its Affiliates (collectively, the Tribe and its Affiliates are the "Tribal Parties") possess sovereign immunity from unconsented suit and other legal proceedings. Nothing in this Agreement shall be deemed to be a waiver of any Tribal Party's sovereign immunity, except as provided in this Section. With respect to all Claims, the Tribe hereby irrevocably waives the sovereign immunity of each of the Tribal Parties, and all defenses based thereon, for the purpose of arbitration of Claims at the option of any of the Parties pursuant to subsection (b) of this section, and for the following limited purposes: (i) the enforcement in any tribal court or other dispute resolution forum of the Tribe (each, a "Tribal Court") of the Tribe's agreement to submit any Claim to arbitration; (ii) the enforcement in any Tribal Court of any relief ordered or award obtained by any Party in any such arbitration; and (iii) the issuance by any Tribal Court of injunctive relief reasonably required to maintain the status quo pending arbitration. If any Tribal Court fails to issue an order in any action brought under clause (i), (ii) or (iii) within 14 days after such action is brought, the Tribe expressly waives its sovereign immunity to permit the affected Party or Parties to seek enforcement in any court of competent jurisdiction sitting in the State of North Dakota (and all courts to which appeals therefrom may occur; each a "Non-Tribal Court").

(b) Rules and Location of Arbitration. Any Claims arising under the terms of this Agreement that are not resolved during the meet-and-confer process referred to in subsection (d) of this section, shall, at the option of any Tribal Party or any of the other



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Parties, be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association and shall be heard in _____ County, North Dakota.

(i) The Party that chooses to arbitrate may, by written notice to the other affected Parties, appoint one arbitrator. The other affected Parties to the controversy shall, by written notice, within twenty days after the receipt of such written notice, appoint a second arbitrator, and in default of such appointment the first arbitrator appointed shall be the sole arbitrator. When two 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 days thereafter with a copy mailed to each Party to the controversy within ten days after such appointment; provided that if the two arbitrators cannot agree upon a third, they shall apply to the AAA for such appointment.

(ii) No arbitrator shall be related to or affiliated with, or shall have represented in a legal capacity any Party. The arbitrators shall apply the governing law specified in subsection (g) of this section, 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 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 Claim any remedy or relief that a court or competent jurisdiction could order or grant, including, without limitation, equitable remedies, specific performance, and the issuance of injunctions. The award of the majority of the arbitrators shall be conclusive and binding upon the parties. Any review of the arbitration decision and award shall be limited in the manner provided in Tribal Business Council Resolution No. 07- 229 -VJB.

(c) Waiver of Exhaustion-of-Tribal-Remedies Doctrine. In connection with any Claim, the Tribe expressly waives the application of the doctrines of exhaustion of tribal remedies, abstention, and comity and all other rights of any Tribal Party that might otherwise require that a Claim be heard in a Tribal Court.

(d) Obligation to Meet and Confer. No Party shall commence any judicial or arbitration proceeding without providing written notice of the pending commencement of such proceedings to each other affected Party no fewer than 10 days prior to the commencement of any suit or arbitration proceeding, during which time the affected Parties shall in good faith seek to meet and confer to resolve the dispute without the need for commencement of judicial or arbitration proceedings.



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(e) Full Faith and Credit of Judgments. The Tribe and all present or future Tribal Courts shall give full faith and credit to any award, order, or decree rendered in any arbitration or by any Non-Tribal Court in accordance with this Section, and Tribal Courts shall issue such orders and exercise such legal powers as may reasonably be necessary in order to effectuate the same on lands subject to the jurisdiction of the Tribe. The Tribe's police powers shall be available to secure and support any such enforcement efforts, and all police or other law enforcement officials of the Tribe shall carry out any orders that may be entered by a Tribal Court under this Section. Subject to subsection (f) of this Section, below, the Tribe agrees that judgment-enforcement-remedies generally available throughout the State may be applied on lands subject to the sovereign jurisdiction of the Tribe with respect to any Claim.

(f) Limitation on Recourse. Notwithstanding any other provision of this Agreement, any monetary award or judgment against any Tribal Party with respect to a Claim may be enforced and collected only as against personal property and revenues of such Tribal Party that are used in connection with or derived from the Tribe's interest in the gaming business conducted or to be conducted at the Tribe's Eagle Catch Casino, and may not be collected or enforced against Protected Assets. "Protected Assets" means, with respect to any Tribal Party, any real property under the laws of the State of North Dakota (other than real property, if any, subject to a contractual lien) and revenues of the Tribe's gaming business that were the subject of a distribution to a Tribal Party that did not at the time of its occurrence violate any terms of the Tribal Agreement or any of the Loan Documents.

(g) GOVERNING LAW. THIS AGREEMENT SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA WITHOUT GIVING EFFECT TO ITS CONFLICT-OF-LAW PRINCIPLES.



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ATTACHMENT B

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Section 1. Purpose and Tribal Intent

(a) Purpose. It is the purpose of these provisions to authorize the arbitration of any dispute between the Tribe and any other parties to the Eagle Catch Casino Documents and Related Documents defined in Tribal Business Council Resolution #07-___-VJB (collectively, the “Parties”) arising from any contractual agreement among the Parties related to the Eagle Catch Casino. It is the intention of the Tribe, that these provisions shall govern the enforcement of the Parties’ agreements to arbitrate, and the enforcement of resulting arbitration awards, by the dispute resolution body of the Three Affiliated Tribes (the “Tribe”), whether a tribal court, the Three Affiliated Tribes Tribal Council, or other body or forum (“Tribal Court”).

Section 2. Scope

(a) Scope. These provisions apply to any Eagle Catch Casino Document or Related Document in which the Parties thereto agree to settle by arbitration any controversy arising out of such contract or instrument.

(b) Inconsistent provisions. Any prior legislation or other laws of the Tribe (“tribal laws”) that are inconsistent with the purpose and procedures established by these provisions are hereby repealed to the extent of any such inconsistency.

Section 3. Enforceability of Agreements to Arbitrate

Any agreement by the Tribe or by any authorized subdivision, instrumentality, component, or agency of the Tribe to arbitrate any claim in connection with the Eagle Catch Casino Documents or the Related Documents (each an “Authorized Agreement”), shall be valid and enforceable.

Section 4. Law to be Applied

(a) In any Authorized Agreement, the Parties may agree upon the jurisdiction whose substantive law shall govern the interpretation and enforcement of the contract, instrument, or controversy. Such choice of law shall be valid and enforceable, and not subject to revocation by one Party without the consent of the other Party or Parties thereto.



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(b) In any proceeding in the Tribal Court relating to an Eagle Catch Casino Document or a Related Document the Tribal Court shall apply the procedural rules of the Tribal Court and the substantive law of the State of North Dakota; *provided* that no procedural rule of the Tribal Court shall bar, unreasonably delay or impair any action, proceeding or remedy where such action, proceeding or remedy would not be barred, unreasonably delayed, or impaired by the procedural rules of the courts of the State of North Dakota.

Section 5. Stay of Proceedings in Tribal Court and Order to Proceed with Arbitration

(a) If any action for legal or equitable relief or other proceeding is brought in the Tribal Court by any Party to an Eagle Catch Casino Document or a Related Document, the Tribal Court shall not review the merits of the underlying action or proceeding, but shall stay the Tribal Court action or proceeding until an arbitration has been had in compliance with the agreement.

(b) A Party to an Eagle Catch Casino Document or a Related Document claiming the neglect or refusal of another Party thereto to proceed with an arbitration thereunder, may make application to the Tribal Court for an order directing the Parties to proceed with arbitration in compliance with their Authorized Agreement. In such event, the Tribal Court shall order the Parties to arbitration in accordance with the provisions of the Authorized Agreement and the question of whether an obligation to arbitrate the dispute at issue exists shall be decided by the arbitrator(s).

Section 6. Notice to the Parties

An arbitration award shall be in writing and signed by the arbitrator(s). The arbitrator(s) shall provide written notice of the award to each Party as required by applicable law or rule or, if not otherwise so specified, by certified or registered mail, return receipt requested.

Section 7. Application for Order Confirming Award; Record to be Filed with Clerk of Court; Effect and Enforcement of Judgment

(a) At any time within one year after an arbitration award has been rendered in accordance with these provisions and the Parties to the award are notified, any Party to the arbitration may make application to the Tribal Court for an order confirming the award.



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(b) Any Party applying to the Tribal Court for an order confirming an arbitration award shall, at the time the award is filed with the clerk of the Tribal Court for entry of judgment, file true and correct copies of the following papers with the clerk: (1) the agreement to arbitrate; (2) a copy of Tribal Business Council Resolution #07- ___ -VJB; (3) written identification of the arbitrator(s) and any material documenting the selection or appointment of the arbitrator(s); (4) each written extension of the time, if any, within which to make the award; (5) the award; and (6) evidence that all Parties to the arbitration have received notice of the filing or the intent to file an application to the Tribal Court for confirmation of the arbitration award.

(c) An arbitration award shall not be subject to review or modification by the Tribal Court, but shall be confirmed strictly as provided by the arbitrator; *provided* that the Tribal Court may nevertheless decline to enforce any arbitration award if it finds that any of the following occurred:

- (1) the award was procured by corruption, fraud, or undue means;
- (2) there was evident partiality or corruption in the arbitrator(s);
- (3) the arbitrator(s) were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy, or were guilty of any other misbehavior by which the rights of any Party have been prejudiced; or
- (4) the arbitrator(s) exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

Where an arbitration award is so vacated, the Tribal Court may, in its discretion, direct a rehearing by the arbitrator(s).

(d) In any of the following cases where the Tribal Court is authorized to make an order regarding arbitration, the Tribal Court may make an order modifying or correcting the arbitration award upon the application of any Party to the arbitration:

- (1) where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award;



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- (2) where the arbitrator(s) have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted; or
- (3) where the arbitration award is imperfect in matter of form not affecting the merits of the controversy.

The order may modify and correct the award, so as to effect the intent thereof and promote justice between the Parties.

- (e) The judgment confirming an award shall be docketed as if it were rendered in a civil action in Tribal Court. The judgment so entered shall have the same force and effect in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in the Tribal Court. When the award requires the performance of any other act than the payment of money, the Tribal Court may direct the enforcement thereon in the manner provided by law.

Section 8. Arbitration Award Not Appealable

No further appeal may be taken from an order issued by the Tribal Court pursuant to these provisions enforcing an agreement to arbitrate or an award issued by an arbitrator.

Section 9. Jurisdiction of the Tribal Court

To the extent allowed by federal law, the jurisdiction of the Tribal Court over any action to enforce an agreement to arbitrate, to compel arbitration pursuant to such an agreement to arbitrate, and to enforce an award made by an arbitrator pursuant to such agreement to arbitrate, contained in any Eagle Catch Casino Document or Related Document, shall be concurrent with the jurisdiction of any state or federal court over such contract, agreement, or other instrument. Any consent to the jurisdiction of a state or federal court contained in an Authorized Agreement, and any waiver of the obligation of the Parties to exhaust Tribal Court remedies shall be valid and enforceable in accordance with its terms when approved in writing by the Tribal Council.

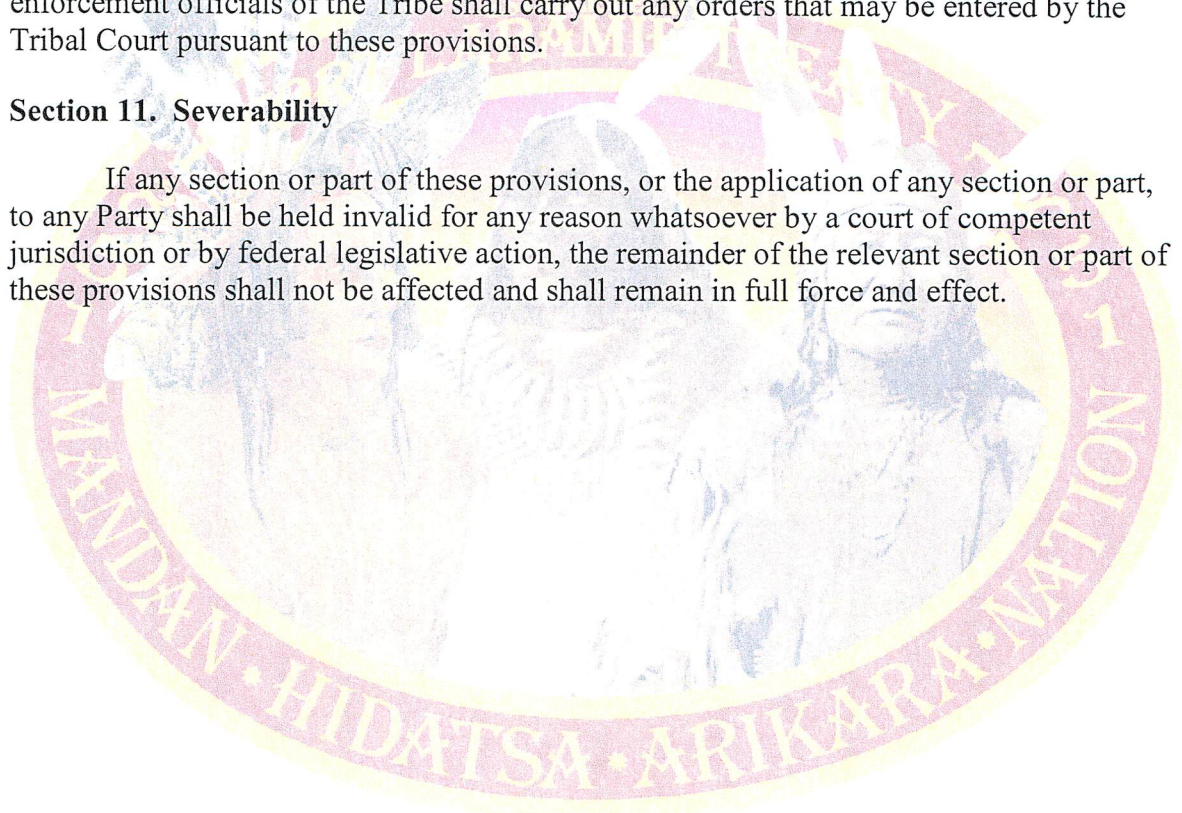


Section 10. Police Powers and Judgment Enforcement Remedies

The Tribe's police powers shall be available to secure and support any arbitration award rendered in accordance with these provisions, and all police or other law enforcement officials of the Tribe shall carry out any orders that may be entered by the Tribal Court pursuant to these provisions.

Section 11. Severability

If any section or part of these provisions, or the application of any section or part, to any Party shall be held invalid for any reason whatsoever by a court of competent jurisdiction or by federal legislative action, the remainder of the relevant section or part of these provisions shall not be affected and shall remain in full force and effect.





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CERTIFICATION

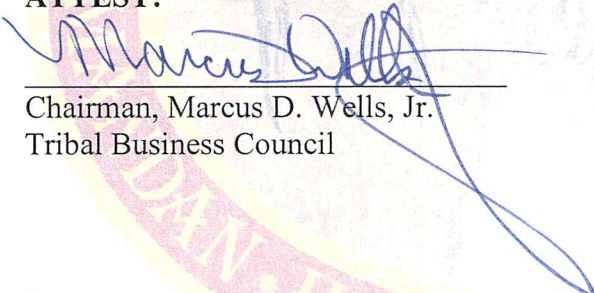
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 6 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 17th day of December, 2007; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman Voting. [] Not Voting.

Dated this 17th day of December, 2007.


Secretary, V. Judy Brugh
Tribal Business Council

ATTEST:


Chairman, Marcus D. Wells, Jr.
Tribal Business Council