



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

A Resolution entitled, "Approval of Four Bears Casino & Lodge Chief Operating Officer – Wesley Scott Wilson."

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

WHEREAS, The Constitution and By-laws of the Three Affiliated Tribes was adopted by membership of the Tribes on May 15th, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, The Constitution of the Three Affiliated Tribes 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, The Tribal Business Council desires to approve the employment contracts for the Four Bears Casino & Lodge Chief Operations Officer.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby approves the Employment Contract for the Four Bears Casino & Lodge Chief Operations Officer – Wesley Scott Wilson pursuant to the attached Contract.



EMPLOYMENT CONTRACT THREE AFFILIATED TRIBES

Chief Operating Officer
Four Bears Casino & Lodge

THIS EMPLOYMENT CONTRACT, made and entered into this 5th day of January 2011 by and between the Three Affiliated Tribes, of 404 Frontage Road, New Town, N.D. 58763 (Hereinafter referred to as TRIBE) and Wesley Scott Wilson of New Town, ND (hereinafter referred to as EMPLOYEE).

WITNESSETH

The Tribal Chairman, pursuant to authority granted by the Three Affiliated Tribes Tribal Business Council and the Constitution and By-laws of the TRIBE, hereby contracts with the EMPLOYEE to act as the Chief Operating Officer for the Four Bears Casino & Lodge, the Tribe's wholly owned Gaming Enterprise under the following terms and conditions:

1. **SCOPE OF WORK:** The EMPLOYEE'S responsibilities under this Contract are as follows:
 - A. The EMPLOYEE shall serve as the Chief Operating Officer for the Four Bears Casino & Lodge. The duties of the Chief Operating Officer are included and stated on the attached job description of the Chief Operating Officer.
 - B. The EMPLOYEE shall be knowledgeable of Casino Management, Operations, Marketing and Events, State, Federal and Tribal Gaming Laws and other matters pertinent to the operation of Class III Tribal Gaming Operation.
 - C. **Supervision:** The EMPLOYEE shall be under the immediate supervision of the Tribal Business Council.
 - D. The EMPLOYEE shall be required as a condition of employment to maintain the necessary Gaming License from the Three Affiliated Tribes Gaming Commission.
 - E. The EMPLOYEE shall be adhere to and abide by the policies and procedures of the Four Bears Casino & Lodge Personnel Handbook.



2. **COMPENSATION:** In consideration of the duties performed in paragraph 1, the EMPLOYEE shall be compensated as follows:

A. **Base Salary:** The EMPLOYEE shall be paid an annual salary of \$95,000.00.

a. **Annual COLA:** In addition to the base salary stated in Section 2.A., EMPLOYEE shall receive an annual Cost of Living Allowance of four percent (4%) to be calculated upon the yearly anniversary date of this Contract.

b. For the term of this Contract, Employee's total annual salary including base salary and COLAs shall not exceed \$125,000.00.

B. **Employment Status:** The EMPLOYEE is classified as exempt from the overtime provisions of the Fair Labor Standard Act and is therefore not entitled to overtime pay.

3. **BENEFITS:** The EMPLOYEE shall be entitled to the following EMPLOYEE benefits during the term of this contract:

A. 100% paid Full Family Medical, Dental, Life, and Short Term Disability Insurance under the terms and conditions of the Casino's Insurance plan

B. 100% Participation in the Casino's 401-K retirement plan under the terms and conditions of that plan.

C. Accumulation of sick and annual leave in accordance with the Casino's Personnel Handbook.

D. All other leave and holiday benefits set out in the Casino's Personnel Handbook.

E. All legally mandated EMPLOYEE benefits.

F. The use of a vehicle purchased for his use.

a. Ownership of the vehicle purchase for use by EMPLOYEE shall transfer to EMPLOYEE upon full payment of said vehicle.

4. **TERMINATION/TERM/SEVERENCE:**

A. **Term:** The term of this Contract shall be for a five (5) year period commencing _____, 2011 and ending _____, 2015.

B. **Termination without Cause:** Either party to this Contract may terminate this Contract without cause by the giving of at least thirty days prior written notification to the other party.



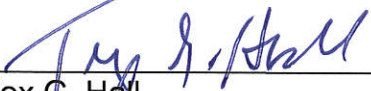
- a. If EMPLOYEE gives notice of his intent to terminate the Contract for any reason excluding the loss of his Gaming License, he shall be entitled to severance equal to six (6) months of his base salary including any COLAS, payment for unused leave and any other compensation due EMPLOYEE.
- b. If the Tribe terminates this Contract for any reason other than the loss of EMPLOYEE's Gaming License, EMPLOYEE shall be entitled to severance equal to the remaining compensation under the Contract including base salary, any COLAS, payment for unused leave and any other compensation due EMPLOYEE.

C. Termination for Cause

- a. Termination for Cause
 - i. EMPLOYEE may only be terminated for cause for items / actions as provided in Policy 510 – Prohibited Conduct Level 1 - Four Bears Casino & Lodge Personnel Handbook.
 - ii. EMPLOYEE terminated under this provision shall be entitled to severance as provided in Section 4.B.a.

5. **Waiver:** The Tribe provides a limited waiver of sovereign immunity to enforce the specific provisions and terms of this agreement but does hereby expressly deny any punitive damages. However, nothing in this agreement shall be construed or interpreted to waive the sovereign immunity of the Tribes' agents, officers and/or assigns.


IN WITNESS THEREOF we have hereunto set our hands and seals.



 Tex G. Hall
 Chairman
 Three Affiliated Tribes

1-5-11

 DATE



 Wesley Scott Wilson
 EMPLOYEE

1/5/11

 DATE

Approved Pursuant to Resolution # 11-003-USB






CERTIFICATION

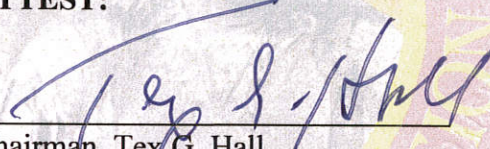
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 7 were present at a Special Meeting thereof duly called, noticed, convened and held on the 5th day of January, 2011, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] Voting. [] Not Voting.

Dated this 5th day of January, 2011



Executive Secretary, V. Judy Brugh.
Tribal Business Council

ATTEST:


Chairman, Tex G. Hall
Tribal Business Council

