

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

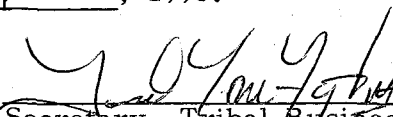
- WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934 and the authority under said Act; and
 - WHEREAS,** The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and
 - WHEREAS,** The Tribal Business Council believes that Esley P. Thorton Jr., has carried out duties as the Tribal Employment Rights Office Director in a manner which has benefited the Tribes; and
 - WHEREAS,** The Tribes desire to retain Esley P. Thorton, Jr., in his capacity as Tribal Employment Rights Director.
- NOW THEREFORE BE IT RESOLVED,** That the Tribal Business Council hereby approves the attached employment contract with Esley P. Thorton, Jr., and authorizes the Tribal Chairman to enter into the contract on behalf of the Three Affiliated Tribes.

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

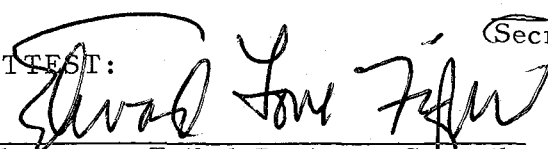
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitutes a quorum, 7 were present at a Regular Meeting, thereof duly called, noticed, convened, and held on the 20th day of September, 1990; 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vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.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 11th day of October, 1990.



Secretary, Tribal Business Council

ATTEST:


Chairman, Tribal Business Council

CONTRACT FOR EMPLOYMENT

This agreement by and between the Three Affiliated Tribes of the Fort Berthold Indian Reservation and Esley P. Thorton, Jr., residing at New Town, North Dakota, is entered into this 11th day of October, 1990.

WITNESSETH: That, in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree as follows:

POSITION: The Three Affiliated Tribes, hereinafter referred to as the Tribe, hereby contract with and employ Esley P. Thorton, Jr., hereafter referred to as Thorton, as Executive Director of the Tribal Employment Rights Office, hereafter referred to as TERO. Thorton, shall be responsible for fulfilling the duties and responsibilities as described in the Position Description for the TERO Director on file with the Personnel Office as of the date of this agreement. A true and correct copy of said position description is attached to and made a part of this contract. Modifications to said Position Description can be made upon the mutual agreement of both parties.

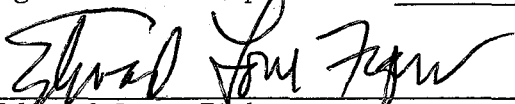
COMPENSATION: The Tribes agree to pay Thorton as compensation for all services rendered by him hereunder the sum of \$28,000.00 dollars per year. Said payment shall be made in a series of installments which coincide with the payroll schedule of the Tribes.

TERM: The effective date of this contract shall be the date of its approval by the Tribal Business Council. This contract shall expire on October 11, 1992. Within a period of two (2) weeks prior to said expiration date, the Tribes shall take action on the matter of the renewal of this Contract. In the event, however, that the Tribes should fail to take any such action, this Contract shall be automatically renewal for a successive term of the same period as the term herein.

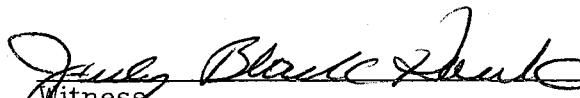
TERMINATION: This Contract can be terminated by the Tribes for cause upon written notice to Thorton thirty (30) days after a hearing has been held at which Thorton is provided the opportunity to respond to the allegation of cause for termination. Thorton may terminate this contract upon thirty (30) days written notice to Tribes. In the event, however, that this Contract is terminated by the Tribes without cause, Thorton shall be entitled to full compensation as provided herein throughout the balance of the term of the Contract.

PERSONNEL POLICY AND PROCEDURE: Thorton shall be afforded the rights setforth in the Personnel Policy and Procedures Manual of the Three Affiliated Tribes. Where a conflict exists between this agreement and the Personnel Policies and Procedures Manual the conditions of this contract shall supersede those of the Personnel Policy and Procedures.

Agreed and accepted this 11th of October, 1990.


Edward Lone Fight
Tribal Chairman


Esley P. Thorton, Jr.


Witness


Witness