

RESOLUTION OF THE GOVERNING BODY OF
THE THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD 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, Article VI, Section 5(c) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to administer funds within the exclusive control of the Tribes and to make expenditures from available Tribal funds for public purposes of the Tribes; and
- WHEREAS, In conjunction with the development of the Four Bears Casino and Lodge, an agreement was entered into on the 17th day of June, 1993, among the Three Affiliated Tribes, the Bruce H. Lien Company, and Tribal member Adam T. Mandan, wherein Mr. Mandan, for certain valuable consideration, relinquished and transferred to the Bruce H. Lien Company all his right, title, and interest in the former Four Bears Gas Station and the surrounding two-acre tract of land, which facility would be (and has been) renovated into a convenience store to become part of the Four Bears Casino facilities complex; and
- WHEREAS, Clause III of said agreement, executed by former Tribal Chairman Wilbur D. Wilkinson on behalf of the Three Affiliated Tribes, provides that "(t)he Three Affiliated Tribes agrees to assist Adam T. Mandan in his efforts to settle his debts with the Three Affiliated Tribes and the direct loan with the Bureau of Indian Affairs;" and
- WHEREAS, The direct loan referenced in said agreement was secured by Adam T. Mandan from the Bureau of Indian Affairs in 1985 in the amount of \$30,000.00, which loan proceeds were to be used to absorb the costs inherent in the start-up and initial operation of the Four Bears Gas Station, which commercial venture was pursued by the limited partnership entered into between Adam T. Mandan and the Three Affiliated Tribes in 1984; and
- WHEREAS, Adam T. Mandan has recently engaged in negotiations with



U.S. Department of Justice

United States Attorney
District of North Dakota

219 Federal Building & U.S. Courthouse
655 First Avenue North
P. O. Box 2505
 Fargo, ND 58108-2505

701-239-5671
FAX: 701-239-5232

January 31, 1996

Adam T. Mandan
Box 363
New Town, ND 58763

Re: U. S. v. Adam T. Mandan, et al

Dear Mr. Mandan:

The Bureau of Indian Affairs has advised this office they are willing to accept your \$6,000 settlement offer if it is paid in full at the time of settlement. You have indicated to Mr. Annear of this office that you will need two weeks to raise the money. We, therefore, will expect to receive payment from you by February 15, 1996. Please forward your payment, in the form of a certified check, bank draft or money order, to this office by that date.

If you have any questions, please feel free to contact this office.

Sincerely,

JOHN SCHNEIDER
United States Attorney

By: L. L. WEBB
Paralegal Specialist
Financial Litigation Unit

NOTICE OF INTENTION TO FORECLOSE REAL ESTATE MORTGAGE

<p>TO: Adam T. Mandan Box 363 New Town, ND 58763</p>	<p>Rosella Mandan Box 363 New Town, ND 58763</p>
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PLEASE TAKE NOTICE that a certain real estate mortgage given by Adam T. Mandan, as mortgagor, on or about September 27, 1985, to the United States of America, acting through the Department of the Interior, Bureau of Indian Affairs, to secure the payment of a promissory note in the sum of \$30,000.00, made, executed and delivered by Adam T. Mandan on or about July 29, 1985, to the United States of America, acting through the Department of the Interior, Bureau of Indian Affairs, which said mortgage is a lien on the following described property located in Dunn County, North Dakota, to-wit:

West half of the northeast quarter of section seventeen, township one hundred forty-nine north, range ninety-one west of the fifth principal meridian in Dunn County, North Dakota, containing 80.00 acres, more or less.

and which mortgage was filed in the Office of the Register of Deeds of Dunn County, North Dakota, on June 3, 1986, is in default for nonpayment of installments due on the promissory note for which said mortgage stands as security.

That there is now due and owing upon the indebtedness secured by the above-described mortgage the sums of:

Principal	\$20,195.42
Interest to December 18, 1995	1,684.67
TOTAL	\$21,880.09

on which said indebtedness there is interest at the rate of 7-1/4 percent per annum from the date of this notice.

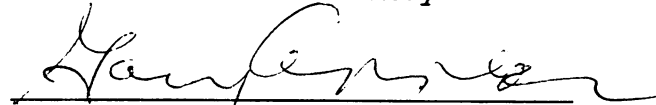
PLEASE TAKE NOTICE that unless the total amount due as above stated is paid within thirty (30) days from the date of mailing of this notice proceedings will be commenced to foreclose the mortgage hereinbefore described.

PLEASE TAKE FURTHER NOTICE that any action taken by the United States to foreclose the property hereinbefore described will be in accordance with federal law and procedures. The United States gives this Notice of Intent to Foreclose as a matter of courtesy and is not bound thereby by any state law applying to foreclosure of property.

Dated December 18, 1995.

JOHN T. SCHNEIDER
United States Attorney

By:


GARY ANNEAR
First Asst. U. S. Attorney
Box 2505
Fargo, ND 58108-2505
Attorney for the United States

AGREEMENT

This Agreement is entered into this 17 day of June, 1993, by and between and among Adam T. Mandan, of New Town, North Dakota, Three Affiliated Tribes, HC3 Box 2, New Town, North Dakota, and Bruce H. Lien Company, a corporate entity, whose address is 3290 Lien Street, Rapid City, South Dakota.

The parties for good and valuable consideration agree as follows:

I.

1. Adam T. Mandan will give up all right, title and interest in Four Bears Gas Station and the two acres surrounding this Gas Station including the lease entered into with the Fort Berthold Development Corporation, an entity created by the Three Affiliated Tribes, which no longer exists. Adam T. Mandan hereby agrees to transfer the foregoing mentioned property to Bruce H. Lien Company and this agreement to transfer shall be incorporated into the Management Agreement between the Three Affiliated Tribes and the Bruce H. Lien Company.

2. Adam T. Mandan will vacate the foregoing mentioned premises no later than June 5, 1993.

II.

1. Bruce H. Lien Company will pay up to \$13,500.00 of accounts payable due and owing to oil and gasoline suppliers by Adam T. Mandan.

2. Bruce H. Lien Company will pay Adam T. Mandan \$500.00 per month for a period of twenty (20) months beginning on the 1 day of June, 1993, for a total of \$10,000.00.

3. Adam T. Mandan shall be allowed to take with him the perishable inventory such as candy, pop, cigarettes, etc.

4. The trade fixtures shall remain with the building.

5. The Bruce H. Lien Company agrees to incorporate this Agreement pertaining to the Four Bears Gas Station into the foregoing mentioned Management Agreement in accordance with 2.0 of said Management Agreement. Bruce H. Lien Company further agrees to renovate and rehabilitate the existing facility in the amount of up to \$150,000.00.

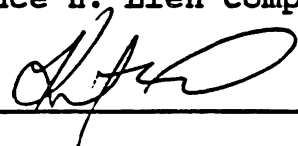
III.

The Three Affiliated Tribes agrees to assist Adam T. Mandan in his efforts to settle his debts with the Three Affiliated Tribes and the direct loan with the Bureau of Indian Affairs.

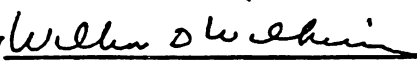
Dated this 17 day of June, 1993.


Adam T. Mandan

Bruce H. Lien Company

By 

Three Affiliated Tribes

By 

the Bureau of Indian Affairs and has succeeded in securing the agreement of the Aberdeen Area Office to accept the sum of \$6,000.00 as full settlement of his outstanding obligation on the direct loan, which obligation is currently constituted by principal and interest in the total amount of approximately \$22,000.00; and

WHEREAS, It is the considered judgment of the Tribal Business Council that, in the spirit of honoring the above-referenced contractual obligation of the Three Affiliated Tribes "to assist Adam T. Mandan in his efforts to settle ... the direct loan with the Bureau of Indian Affairs," the Council should grant the request made by Adam T. Mandan that the Tribes make payment of the \$6,000.00 settlement amount;

NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes hereby authorizes and directs the payment of the amount of \$6,000.00 as and for full and final settlement on the U.S. Direct Loan at issue secured by Adam T. Mandan from the Bureau of Indian Affairs.


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 Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 8th day of February, 1996; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 6 members, 1 members opposed, 0 members abstained, 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 8th day of February, 1996.

Daylon Spotted Bear
Secretary, Tribal Business Council

ATTEST:



Chairman, Tribal Business Council