

**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,** The Tribe has the authority, under Article VII, Sections (1), (3), and (5) of the revised Constitution and Bylaws of the Three Affiliated Tribes to: (i) 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 Tribe has the authority, under Article VII, Sections (1), (3), and (5) of the revised Constitution and Bylaws of the Three Affiliated Tribes to lease land with and without tribal members for the conduct of all tribal government and business operations in order to promote the health, peace, morals, education and general welfare of the Tribe and its members, and to do such other acts of a governmental and public nature as it believes are in the best interest of the Tribe; and

**WHEREAS,** TAT is a federally recognized Indian tribe organized under Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. 461 et seq. and has the authority, and does conduct gaming on the northwestern portion of its reservation lands pursuant to: (i) the Indian Gaming Regulatory Act of 1988, P.L. 100-497, 25 U.S.C. §2701 et. seq. ("IGRA"), and (ii) a Class III compact entered into between the Tribe and the State of North Dakota, approved by the Secretary of Interior as published in the Federal Register on December 11, 1992; and

**WHEREAS,** The Tribe previously requested, by resolution, Mr. Little Soldier (then D/B/A Beaver Creek and Associates) to continue to develop his plan/proposal to develop a gaming and historical recreation facility in the area now known as Beaver Creek, and to be known as Lake Sakakawea

Casino and Resort Project (the actual property referred to herein as the "Premises" or the "Project"); and

**WHEREAS,** Mr. Dale Little Soldier has continued to develop his plan and proposal for the Lake Sakakawea Casino and Resort Project; and

**WHEREAS,** the Tribe has not previously reached an agreement regarding compensation with Mr. Little Soldier or his affiliates in connection with such work and has not granted him the authority to negotiate definitive agreements with any third party lending institutions; and

**WHEREAS,** Mr. Dale Little Soldier has relied on the authority granted him by the Tribal Council, and has developed a plan/proposal for gaming and recreation on the Premises at substantial cost and expense to Dale Little Soldier and/or his affiliates; and

**WHEREAS,** Dale Little Soldier and the Tribe believe that the plan/proposal is in the best interest of the Tribe; and

**WHEREAS,** the proposed Premises are currently held by the United States in trust on behalf of Mr. Dale Little Soldier; and

**WHEREAS,** the Tribe now desires to locate, own and operate an additional gaming facility on the Premises in compliance with the IGRA; and

**NOW, THEREFORE, BE IT RESOLVED** that the Tribal Business Council hereby (i) authorizes Mr. Dale Little Soldier, in consultation with the Tribal Treasurer and the Tribe's financial advisor, to be the person representing the Tribe in connection with the transaction proposed as the Sakakawea Casino and Resort; (ii) agrees to compensate Mr. Dale Little Soldier, or such entity as he may organize at the rate of \$2,500 per month, plus actual expenses incurred in connection with the Lake Sakakawea Casino and Resort project, not to exceed \$750 per month, to be paid until such time as financing for the Project is approved by the Tribal Business Council, not to exceed six months, subject to the terms of that Consultant Agreement in substantially the form as attached; (iii) It is understood by the parties that if financing can be obtained, and is approved by the Tribal Business Council, Mr. Little Soldier shall have the opportunity to provide consulting services for management and operation of the Lake Sakakawea Casino and Resort Project for at least one year subsequent to the date gaming operations



COPY

THREE AFFILIATED TRIBES  
CONSULTANT AGREEMENT

This Agreement is made this 18th day of March, 1998 by and between the Three Affiliated Tribes (the "Tribe") and Dale Little Soldier, ("Little Soldier" or "Consultant"), Rural Route 1, Box 136, Golden Valley, ND 58541.

WITNESSETH:

1. That in consideration of the undertaking set forth and described herein, the Tribe, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purpose(s):

To provide consulting services to the Tribe, which include, but are not limited to, the following:

1. Prepare preliminary designs and or cost estimates for all new or updated infrastructure needed to operate a proposed Casino. These should include, but not be limited to, roads, parking areas, water supply and delivery system sanitary waste disposal, surface drainage and electric power.
2. Prepare preliminary designs and or cost estimates of the proposed Casino building;
3. Prepare itemized cost estimates of support equipment such as security systems, computer systems, lighting fixtures, bar and restaurant equipment, and method of financing;
4. Prepare an inventory and cost estimates of gaming devices, gaming tables, chairs and other gaming furniture needed for the Casino, and determine method and cost of financing;
5. Prepare an updated feasibility study, acceptable to those interested financial institutions, reflecting the proposed number of gaming machines and type of establishment that will allow successful operation of the Casino, and which will also indicate what possible effect the Casino will have on existing casino facilities of the Tribe;

It is understood that the above list is not inclusive but is offered as a reasonable estimate of what will be required to satisfy a lender of the feasibility of the proposed project and provide reasonable satisfaction that the investment will be able to be repaid in a timely manner.

3. FURTHER, that the Consultant shall be retained for a period not to exceed six months, beginning March 20, 1998 and ending September 18, 1998, with the understanding that upon the agreement of the parties, this Agreement may be extended upon similar terms and conditions for such additional period as may be agreed upon by the parties; and

4. FURTHER, that the Consultant will be entitled to compensation for services rendered in connection with the performance of the scope as stated in Part 2 above for which he has been retained; that compensation shall be made based on an actual invoice prepared by the Consultant for such services; and, that the schedule and method of payments shall be as follows:

On or before the end of each 30 day period in which this Consultant Agreement is in effect, Consultant shall prepare an invoice for an amount not more than \$2,500.00 and the Consultant shall be compensated as soon as said invoice is processed by the Tribe. Consultant may submit invoices more frequently than each 30 days, but shall not be compensated more than \$3250.00, including expenses, for any 30 day period and shall not be compensated more than twice during any 30 day period.

5. FURTHER, it is hereby stipulated that compensation as described herein shall constitute full payment for services rendered, and that additional assessments of expenses not identified herein shall be the sole responsibility of the Consultant; and

6. FURTHER, that the Consultant shall submit such periodic reports concerning his activities as are requested by the Tribal Business Council, the Tribal Treasurer, or Tribal financial advisor. He shall not be entitled to payment for his services unless and until he has provided the aforementioned information in form and substance acceptable to the Tribe; and.

7. FURTHER, the Consultant agrees that during such time as he is retained by the Tribe as a consultant under this Agreement, he will not render services, give advice or counsel, release, give or disclose information, documents or any like instruments to any other person or entity which is engaged in, or is likely to become engaged in, activities which are or could possibly be competitive with the interests of the Tribe; and

Nor shall the Consultant make any other use of information provided, compiled or gathered pertaining to the Three Affiliated Tribes such as business methods, operations, costs, proposals, budgets, projections and/or other information of a confidential or sensitive nature to which the Consultant was privy for the period of time for which he was retained under this Agreement; and

That upon termination or completion of his service to the Tribe, the Consultant agrees to return and/or submit all written and other materials, which are not matters of public record, furnished by the Three Affiliated Tribes or accumulated by him in performance of this Agreement; and



That all reports and/or other documents compiled, developed and/or written by the Consultant - i.e., analyses, writings or other materials connected with the performance of services under this Agreement are now and shall remain the sole property of the Three Affiliated Tribes and that all rights to such materials are also the sole property of the Three Affiliated Tribes; and

8. FURTHER, that this Agreement may be terminated at any time, with or without cause, by either Party, upon notice in writing. This written notice shall be deemed sufficiently given if posted by certified mail and shall be effective on or before 10 working days after receipt of the notice to terminate by the other Party; however, it is understood by the parties that the Tribe and the Consultant will make all reasonable efforts to allow the Consultant to complete the tasks contemplated by the this Agreement; and


9. FURTHER, that each Party shall have the right to seek legal redress for any alleged breach of this Agreement by the other Party by instituting the appropriate cause of action in a court of competent jurisdiction; and


10. FURTHER, that the Consultant hereby states that this Agreement is not planned to be his sole source of income for the Calendar Year applicable to the period stated within Paragraph 3 of this Agreement; and

11. FINALLY, that this Agreement constitutes the entire understanding between the Parties and that no amendment or modification hereof shall be made unless reduced to writing and executed by both Parties with the appropriate approvals.

IN WITNESS HEREOF, the Parties hereto identified have executed this Agreement as of the date first written, and do hereby certify that the signatures signifying approval and acceptance are true authorized representatives of the respective Parties to this Agreement.

APPROVAL:

  
\_\_\_\_\_  
Russell D. Mason  
Chairman  
Three Affiliated Tribes

  
\_\_\_\_\_  
Mark N. Fox  
Treasurer  
Three Affiliated Tribes

  
Dale Little Soldier

Social Security Number:  
501-34-6268

commence, pursuant to a separate agreement to be approved by the Tribal Business Council at the time of or before financing is approved; (iv) It is further understood by the parties that Mr. Little Soldier may need to retain certain professionals to perform some of the tasks associated with the duties of his consultant agreement, and that the costs associated with these professionals will need to be approved separately by the Tribal Business Council. These professionals include, but are not limited to, an architect and business consultant for assembling an amended feasibility study and providing research necessary for the feasibility study; and (v) authorizes Mr. Little Soldier to assist, in consultation with the Tribe's financial advisor and Treasurer, to negotiate a final proposal with those financial institutions who have indicated an interest, subject to such approval by the Tribal Business Council as may be necessary; and (vi) instructs its legal counsel to use its best and good faith efforts to finalize all documentation, including, but not limited to, the consulting agreement and such other matters as may be necessary to obtain financing.

#### 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, 7 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 18<sup>th</sup> day of March, 1998; that the foregoing resolution was duly adopted at such Meeting by the affirmative vote of 5 members, 1 members opposed, 0 members abstained, 1 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 18<sup>th</sup> day of March, 1998.

Daylon Spotted Bear  
Secretary, Tribal Business Council

ATTEST

  
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Chairman, Tribal Business Council