

**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 (the "Tribe") 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,** On October 7, 1992, the Tribe signed a Tribal-State Class III Gaming Compact, between itself and the State of North Dakota pursuant to the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. Sections 2701 et seq., which was approved by the Department of the Interior on December 11, 1992; and
- WHEREAS,** On October 14, 1992, the Tribal Business Council enacted a Class III Gaming Ordinance, last amended on March 8, 1995, which has been approved by the National Indian Gaming Commission; and
- WHEREAS,** The IGRA permits tribes to engage in Class III gaming activities, provided certain conditions are met; and
- WHEREAS,** The Tribe has taken all steps necessary to meet the requirements of IGRA; and
- WHEREAS,** Management of the 4 Bears Casino and Lodge (the "Casino" or the "Lessee") has determined that it is necessary to purchase, pursuant to an Equipment Lease-Purchase Agreement (the "Lease") with Governmental Credit Services, Inc. (GCS, or the "Lessor") that is attached hereto, certain electronic equipment (the "Equipment") that is year 2000 compliant for the restaurant, lodge, C-store and bar operations to replace the existing outdated and worn out cash register equipment at those facilities, known as point-of-sale (POS) equipment, as further described in Exhibit A to the Lease attached hereto; and
- WHEREAS,** The total lease-purchase price of the Equipment is \$172,260, including all interest and principal, payable in 36 equal installments of \$4,790 per month; or, at the option of 4 Bears Casino and Lodge, the Equipment may be purchased outright at any time for the value as shown in the Balance column of Exhibit "B" attached to the Lease; and

**WHEREAS,** GCS has requested a limited waiver of the Tribe's sovereign immunity in order to enable GCS, in the sole event of Lessee's default under the Lease for the aforementioned Equipment, to exercise such remedies as are required for GCS's financial security; and

**WHEREAS,** The Tribal Business Council, having reviewed this matter with legal counsel, finds that it is in the best interests of the Tribe to grant such a limited waiver of sovereign immunity to GCS or its assigns, expressly subject to the limitations enumerated herein; and

**WHEREAS,** GCS also desires to have the attached Agreement approved by the U.S. Department of Interior, pursuant to Section 81 of Title 25 of the United States Code;

**NOW, THEREFORE, BE IT RESOLVED** That the Tribal Business Council of the Three Affiliated Tribes hereby expressly approves said Lease and all attachments, in substantially the form as attached hereto, including a limited waiver of sovereign immunity as expressly limited herein, and authorizes to be made thereto any necessary technical amendments, and further authorizes either the Chairman or Vice-Chairman of the Tribe to execute said Lease, in substantially the form as attached hereto, on behalf of the Tribe; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** That the Tribal Business Council of the Three Affiliated Tribes hereby agrees to a limited waiver of the sovereign immunity of the Three Affiliated Tribes in connection with the Lease of the Equipment from GCS, and as stated in the Lease-Purchase Agreement attached hereto, in the following respects:

1. In the event of a default under the Lease for the Equipment, GCS, or its appointed representatives, may enter upon Tribal property, under escort of Tribal authorities, for the purpose of repossessing the Equipment.
2. Such entry shall take place only after GCS has given thirty (30) days' written notice to the Lessee of its intention to enter Tribal property, and such period has expired without the default having been cured, or an alternative, mutually acceptable to both GCS and the Tribe, having been agreed to.
3. GCS shall accept the escort of the Tribal authorities during its entry upon Tribal property. However, failure or refusal of the Tribe to provide such escort shall not impair the right of GCS, or its representatives, to enter Tribal property for the purposes described herein.



4. If, upon resale of the Equipment, GCS recovers, after all costs and expenses of repossession and resale, a dollar amount greater than the balance then owing under the Lease, including interest, GCS shall pay such excess to the Lessee. In the event that the same calculation shall result in a deficiency owing to GCS, then GCS shall be entitled to recover said deficiency from the Tribe.

5. The rights and obligations of GCS and the Lessee, as enumerated herein and in the Lease, may be enforced, by either party, by the prosecution of a lawsuit in Tribal or Federal court of the United States of American, whichever is appropriate, an the Tribe hereby consents to be sued in such event; and.

**THEREFORE BE IT FURTHER RESOLVED**, That the Tribal Business Council expressly states that nothing in the Lease, in this Resolution or in any ancillary documentation shall be construed as a waiver of the sovereign immunity of the Tribe, except to the limited extent expressly provided herein; and

**THEREFORE BE IT FURTHER RESOLVED**, that the Tribal Business Council hereby requests that the Department of Interior provide an accommodation approval for the attached Lease-Purchase Agreement, substantially in the form as attached hereto, it being understood that until said accommodation approval is obtained, the attached Lease-Purchase Agreement shall be of no effect.

#### 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 Regular Meeting thereof duly called, noticed, convened, and held on the 16<sup>th</sup> day of April, 1999; 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.

Dated this 16<sup>th</sup> day of April, 1999.

Daylon Spotted Bear  
Daylon Spotted Bear  
Secretary, Tribal Business Council

ATTEST:

Tex G. Hall  
Tex G. Hall  
Chairman, Tribal Business Council