

ORIGINAL



Little River Band of Ottawa Indians
1762 U.S. 31 South
Manistee MI 49660
(231) 723-8288

RESOLUTION NO. #00-0212-01

APPROVING SPECIAL COUNSEL CONTRACT WITH JOHNSON,
HAMILTON, QUIGLEY, TWAIT & FOLEY, PLC TO ASSIST
TRIBAL GAMING COMMISSION

WHEREAS, the Tribal Council of the Little River Band of Ottawa Indians is the governing body of the Tribe, pursuant to the Tribe's Constitution; and

WHEREAS, the Tribal Council has, pursuant to Ordinance No. 96-400-01, created a Tribal Gaming Commission and empowered that Commission to independently regulate Tribal gaming enterprises to protect the honesty and integrity of such operations; and

WHEREAS, the Tribal Council recognizes that maintaining the independence of the Gaming Commission will be make necessary for the Commission to have independent legal counsel available in certain situations; and

WHEREAS, the Executive Director of the Gaming Commission did, with the assistance of the Tribal Attorney, present revisions to the Special Counsel Contract with Johnson, Hamilton, Quigley, Twait & Foley, PLC, which revisions respond to the concerns of Tribal Council; and

WHEREAS, the Gaming Commission will request revision of the form of Contract with Johnson, Hamilton, Quigley, Twait & Foley, PLC, for execution, pursuant to Article IV, Section 7 of the Tribe's Constitution; and

WHEREAS, the Tribal Council has previously approved the appropriation of funds for the Gaming Commission in support of the necessary retainer and fees which might be performed under this Contract.

ORIGINAL

Resolution No. #00-0212-61
Page two

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians that the Special Counsel Contract with Johnson, Hamilton, Quigley, Twait & Foley, PLC., as proposed for revision, is hereby approved and the Tribal Council Speaker and the Interim Chairman of the Tribal Gaming Commission is authorized to execute the Contract on behalf of the Tribal Council, forward the contract to the Bureau of Indian Affairs, and request that the Contract be approved by the Secretary or his designated agent.

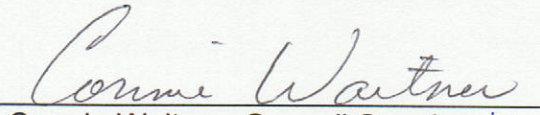
CERTIFICATION OF ADOPTION

This resolution was adopted by the Tribal Council of the Little River Band of Ottawa Indians its Regular Session held at the Little River Band Community Center on February 11, 2000, by a vote of 9 in favor, 0 opposed, 0 absent, and 0 abstentions. A quorum of the Tribal Council being present for such vote.

Date: 2/12/00


Charles Fisher, Council Recorder

Attest:


Connie Waitner, Council ~~Speaker~~ Member cf

**AGREEMENT
BETWEEN
JOHNSON HAMILTON QUIGLEY
TWAIT & FOLEY PLC
AND
THE LITTLE RIVER BAND OF OTTAWA
TRIBAL GAMING COMMISSION**

ORIGINAL

1. Parties

This Agreement is made by and between the law firm of Johnson Hamilton Quigley Twait & Foley PLC ("the Firm"), a registered Minnesota Professional Limited Liability Company located at W1450 First National Bank Building, 332 Minnesota Street, Saint Paul, Minnesota 55101, whose attorneys are registered and licensed under the laws of the State of Minnesota and are members in good standing with the Minnesota State Bar with at least one admitted to practice before the U.S. District Court, District of Minnesota, and the Little River Band of Ottawa Tribal Gaming Commission ("the Commission"), whose office is located at 159 Brickyard Road, P.O. Box 337, Manistee, MI 49660.

2. Purpose

The purpose of this Agreement is to have the Firm provide professional services to the Commission in connection with gaming industry matters, including, but not limited to, acting as general counsel for the Commission and appearing as the Commission's general counsel before all Federal and State courts, tribunals, departments, agencies and committees of the Congress and state legislatures; and any other related activities assigned to the Firm at the direction and control of the Commission.

3. Duties of the Firm

The Firm will provide the following professional services to the Commission pursuant to this Agreement:

(a) General Counsel Duties. The Firm will provide professional services to the Commission in connection with gaming industry matters, including, but not limited to, acting as general counsel for the Commission and appearing as the Commission's general counsel before all Federal and State courts, tribunals, departments, agencies and committees of the Congress and state legislatures; and any other related activities assigned to the Firm at the direction and control of the Commission, including preparation of draft rules and regulations, auditing the Commission's compliance with applicable gaming laws and regulations, and providing training to the Commission. It is expressly understood that the firm will only act on behalf of the commission in the event the Commission determines that a conflict of interest will preclude the Tribe's Legal Department from providing

such assistance or at the direction of the Commission after consulting with the Tribe's Legal Department.

4. Obligations of the Commission

ORIGINAL

The Commission shall have the following obligations under this Agreement:

(a) Payment of Compensation. In consideration for the professional services to be provided by the Firm hereunder, the Commission shall pay the Firm at the rate of \$185 per hour for services provided by attorneys of the Firm, and at the rate of \$100 per hour for services provided by non-attorney professionals of the Firm. The Commission will not pay for, nor will it be charged for, clerical or secretarial services performed by the Firm's staff in connection with the provision of professional services by the Firm hereunder. The maximum dollar amount to be charged to the Commission for the services rendered hereunder during each twelve month period this Agreement is in force, and the maximum amount of hours to be performed by the Firm in connection with the stated limit on the dollar amount to be charged the Commission hereunder, shall be stated on an addendum to this Agreement (in the form attached hereto).

(b) Retainer. The Commission recognizes that under the terms of this Agreement, it is likely that the Firm will expend a significant amount of time and resources in servicing the Commission's needs which the Firm could otherwise use to service other clients. Therefore, in order to ensure the availability of the Firm to service consistently its needs when it so desires, the Commission agrees to provide the Firm with a \$15,000 retainer against which charges for professional services shall be deducted. The Commission shall pay the retainer amount to the Firm upon execution of this Agreement. Any unused retainer funds shall be returned to the Commission at the conclusion of this Agreement. If at any time the retainer is drawn upon and reduced to \$5,000 or less, the Commission shall immediately pay to the Firm another retainer payment of \$10,000.

(c) Expense Reimbursement. The Commission shall reimburse the Firm for reasonable expenses incurred by the Firm on behalf of the Commission in connection with the Firm's provision of professional services hereunder, including, but not limited to, photocopying (\$.10/page), long distance telephone and facsimile (direct cost), computer research (direct cost), special postage and delivery services (direct cost), legal process services and filing fees (direct cost), and mileage (federal rate). Travel time incurred by Firm personnel in connection with their provision of professional services hereunder shall be compensated by the Commission at the rate of \$125 per hour for Firm attorneys and at rate of \$75 per hour for non-attorney professionals. In no event will the Commission be charged for more than eight (8) hours per day for travel by any member of the Firm. The Commission shall reimburse the Firm for all reasonable travel and lodging expenses incurred in connection with the Firm's provision of professional services hereunder at the per diem rate established in the Federal Register pursuant to 41 CFR Chapter 301. All expense reimbursements shall be made by the Commission within thirty (30) days of receipt of a billing statement from the

Firm detailing the expenses incurred.

(d) Payment Terms. It is expected that the commission will receive a billing statement from the Firm on a monthly basis. The Commission shall make payment to the Firm within fifteen (15) days of receiving a billing statement from the Firm, which statement shall detail the expenses advanced and professional services rendered by the Firm during the billing period.

(e) Direction and Control. Upon execution of this Agreement, the Commission shall designate in writing to the Firm the Commission official to whom the Firm shall report directly and who shall be responsible for assigning duties to and requesting professional services from the Firm pursuant to this Agreement and who shall act as paying agent for the Commission in connection with the Firm's billing statements.

5. Term of Agreement

The term of this Agreement shall be for a period of twenty-four (24) months commencing on December 1, 1999 and may be terminated by either party with or without cause upon 60 days written notice to the other party.

6. Non-Assignment of Rights

The Firm may not assign its rights and obligations under this Agreement without the prior written consent of the Commission.

7. Dispute Resolution

In the event of a dispute as to the terms of this Agreement, such dispute shall be subject to binding arbitration pursuant to the rules and procedures of the National Arbitration Forum and ultimately resolved under the laws of the State of Minnesota. The Commission expressly agrees to waive any immunity it may have from suit with regard to any dispute as to the terms of this Agreement, provided this immunity waiver is limited to the Commission's consent to any arbitration proceedings, and actions to compel arbitration and to enforce any awards or orders issuing from such arbitration proceedings.

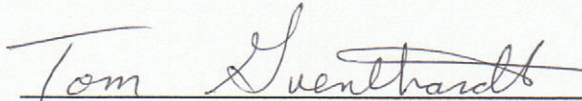
8. Integration Clause

This Agreement represents the full and complete agreement between the parties hereto, and supersedes any prior writings and agreements between the parties concerning these matters. The terms of this Agreement shall not be varied by any prior writing or parol evidence to the contrary. The terms of this Agreement may only be modified by the written consent of both parties.

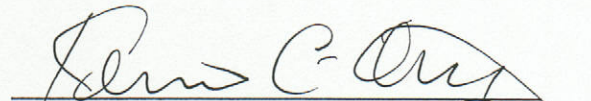
ORIGINAL

Signature page to the Agreement between Johnson Hamilton Quigley Twait & Foley PLC
and the Little River Band of Ottawa Tribal Gaming Commission.

AGREED TO BY:

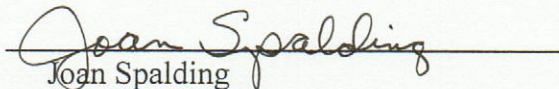


On behalf of
the Little River Band of Ottawa
Tribal Gaming Commission
Tom Guenthardt
Acting Gaming Commission Chairman
Date:



On behalf of
Johnson Hamilton Quigley
Twait & Foley PLC
Date: 1/31/00

and



Joan Spalding
Tribal Council Speaker
Date: 2-12-00

**ADDENDUM TO
AGREEMENT
BETWEEN
JOHNSON HAMILTON QUIGLEY
TWAIT & FOLEY PLC
AND
THE LITTLE RIVER BAND OF Ottawa
TRIBAL GAMING COMMISSION**

ORIGINAL

The parties intend to make this document an addendum to the Agreement between Johnson Hamilton Quigley Twait & Foley PLC and the Little River Band of Ottawa Tribal Gaming Commission which is effective as of December 1, 1999 and to be bound by the terms of that Agreement as though fully incorporated into this document. Accordingly, the Commission retains the Firm to provide professional services to the Commission as follows:

(1) The nature of the services to be performed

General Counsel Services

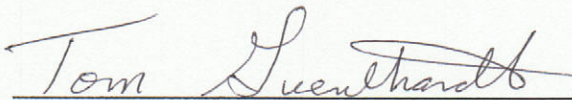
(2) The maximum dollar amount to be charged to the Commission each twelve month period for the services to be rendered

\$125,000

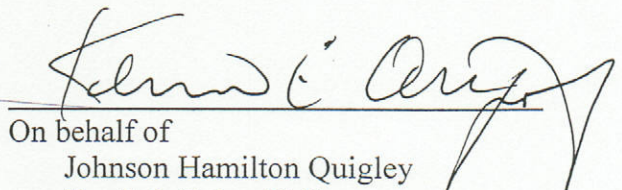
(3) The maximum amount of hours to be performed by the Firm in connection with the stated limit on the dollar amount to be charged to the Commission

500

AGREED TO BY:

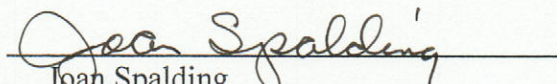


On behalf of
the Little River Band of Ottawa
Tribal Gaming Commission
Tom Guenthardt
Acting Gaming Commission Chairman
Date:



On behalf of
Johnson Hamilton Quigley
Twait & Foley PLC
Date: 1/31/00

and


Joan Spalding
Tribal Council Speaker