



Little River Band of Ottawa Indians

375 River Street
Manistee MI 49660
(231) 723-8288

Resolution No. #01-1219-01

Authorizing the Tribal Ogema, or in his absence, the Tribal Council Speaker to Execute an Agreement with Provisions for Procurement Services for Furniture, Fixtures and Equipment (FF&E) for Little River Casino Resort's Casino, Hotel, Restaurant and Conference Facilities in an Amount Not to Exceed \$48,000.00 and Consenting to Have Disputes Resolved in the Commercial Division of the Tribal Court

WHEREAS, the Tribe's status as a federally-recognized Indian tribe was reaffirmed and restored by Congress pursuant to Public Law 103-324, 108 Stat. 2156 (25 U.S.C. §1300k et seq.)(hereinafter "Little River Act"); and

WHEREAS, the Tribe adopted a Constitution, pursuant to a vote of the membership on May 27, 1998, which Constitution became effective upon its approval by the Assistant Secretary-Indian Affairs on July 10, 1998; and

WHEREAS, pursuant to Article IV, Section 5 (a)(4) and Article V, Section 5(a)(3) and (8) of the Tribal Constitution, the Tribal Ogema, or in his/her absence, the Tribal Council Speaker, is authorized to represent the Tribe in its relations with other organizations and manage the economic affairs/enterprises of the Tribe, in a manner consistent with the Tribal Constitution and resolutions of the Tribal Council; and

WHEREAS, the Tribal Council, pursuant to Article IV, Section 7 (b) of the Constitution, has the power to authorize and ratify agreements and contracts negotiated by the Tribal Ogema; and

WHEREAS, the Tribe's Construction Management Team, in consultation with various project advisors, prepared bid specifications for the procurement services to coordinate all aspects of procurement of the FF&E, as well as operating supplies and equipment (OS&E) for the gaming floor, hotel, 3 restaurants and conference facilities at Little River Casino Resort to which Provisions responded; and

WHEREAS, the CMT, in consultation with the Legal Department, has negotiated the terms of an Agreement with Provisions, which include a AIA B177 and the Scope of Work described in Provisions November 19, 2001 Proposal, as modified by Tribal representatives, which include dispute resolution under which the parties would attempt to mediate any disputes and by which the Tribe would agree to have disputes resolved in the Commercial Division of the Tribal Courts; and

WHEREAS, Article IX, Section 1 of the Constitution preserves the Tribe's immunity from suit except as authorized by resolution or in furtherance of tribal business enterprises; and

WHEREAS, the Tribal Council has determined that execution of a contract with Provisions will advance important Tribal purposes and tribal business enterprises.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians hereby authorizes the Tribal Ogema, or in his absence, the Tribal Council Speaker, to execute an Agreement for Interior Design Services (AIA Form B177, as modified), dated December 19, 2001, with Provisions for procurement services in connection with the purchasing the furnishings, fixtures and equipment (FF&E) and operating supplies and equipment (OS&E) for the Casino, hotel, restaurant and conference facilities under construction at Little River Casino Resort, in conformance with the design specifications developed by the Interior Designer (Interior Solutions, Inc.) and approved by the Tribe.

IT IS FINALLY RESOLVED THAT the Tribal Council consents to the jurisdiction of the Commercial Division of the Tribal Court to resolve disputes with Provisions, arising under the Agreement, as provided in Article 6 of the A177, as modified, including the limitation on recourse provisions in Sections 6.6.

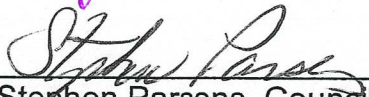
CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 1 FOR, 1 AGAINST, 1 ABSENT, and 0 ABSTAINING, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held at the Little River Band Community Center on December 19, 2001, in Manistee, Michigan. A quorum of the Tribal Council being present for such vote.



Janine M. Sam, Council Recorder

Attest:



Stephen Parsons, Council Speaker

Distribution: Council Record
Tribal Ogema (ATTN: Dale Magoon, Acct. Dept.)
Legal Department
Construction Management Team (2 copies)
Provisions

Abbreviated Form of Agreement for Interior Design Services

1990 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Portions of this document are derived from AIA Document B171, Standard Form of Agreement for Interior Design Services, copyright 1977, © 1990 by The American Institute of Architects and The American Society of Interior Designers, and AIA Document B727, Special Services Agreement, copyright 1972, 1979, © 1988 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C., 20006-5292. Material in AIA Document B177 differing from that found in AIA Documents B171 and B727 is copyrighted 1980, © 1990 by The American Institute of Architects and The American Society of Interior Designers. Reproduction of the material herein or substantial quotation of its provisions without written permission of AIA and ASID violates the copyright laws of the United States and will be subject to legal prosecution.

AGREEMENT

made as of the 19th day of December in the year of 2001
(In words, indicate day, month and year)

BETWEEN the Owner:

(Name and address)

Little River Band of Ottawa Indians
375 River Street
Manistee, Michigan 49660

and the Interiors Procurement Manager Architect:

(Name and address)

Provisions
Carlson Parkway
P.O. Box 59159
Minneapolis, Minnesota 55459-8236

For the following Project:

(Include detailed description of Project, location, address and scope)

Little River Casino Resort Expansion (procurement of furniture, fixtures and equipment (FF&E) and operating supplies and equipment (OS&E) for new Casino, Hotel, 3 Restaurants, and Conference Facilities).
2700 Orchard Highway
Manistee, Michigan 49660

For purposes of the Project:

The Interior Designer is:

Interior Solutions, Inc.
Cyndi Brege
755 Cummings Ave., N.W.
Grand Rapids, Michigan 49544

The Design/Builder is:

Cunningham-Limp Company
38799 West Twelve Mile Road, Suite 100
Farmington Hills, Michigan 48331

The Owner and the Procurement Manager Architect agree as set forth below.

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ARTICLE 1 ARCHITECT'S PROCUREMENT MANAGER'S SERVICES AND RESPONSIBILITIES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 12.)

See Attachment "A".

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND PROCUREMENT MANAGER ARCHITECT

ARTICLE 2 ARCHITECT'S PROCUREMENT MANAGER'S DISCLOSURE AND SPECIAL RESPONSIBILITIES

2.1 Except with the Owner's knowledge and consent, the Procurement Manager Architect shall not (1) accept trade discounts, (2) have a significant financial interest, or (3) undertake any activity or employment or accept any contribution, if it would reasonably appear that such activity, employment, interest or contribution could compromise the Procurement Manager Architect's professional judgment or prevent the Procurement Manager Architect from serving the best interests of the Owner.

2.2 The Procurement Manager Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

2.3 The Procurement Manager Architect shall not have control over or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractors' responsibility under their respective Contracts. The Procurement Manager Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work or to meet their schedules for delivery or completion in accordance with the Contract Documents.

2.4 Unless otherwise provided, the Procurement Manager Architect's duties shall not extend to the receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and installation.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information regarding requirements for the Project.

3.2 The Owner shall furnish all legal, accounting and

insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner.

3.3 The drawings, specifications, services, information, surveys and reports provided by the Owner pertaining to the Project shall be furnished at the Owner's expense, and the Procurement Manager Architect shall be entitled to rely upon the accuracy and completeness thereof. The Procurement Manager will review the Interior Designer's specifications for accuracy and product specification detail, and will confirm all quantities during the development of the Preliminary Cost Estimate as part of the Work.

3.4 Prompt written notice shall be given by the Owner to the Procurement Manager Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

3.5 The proposed language of certificates or certifications requested of the Procurement Manager Architect or the Procurement Manager Architect's consultants shall be submitted to the Procurement Manager Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.6 The Owner shall provide suitable space for the receipt, inspection and storage of materials, furniture, furnishings and equipment. The Procurement Manager will determine the space requirements for the receipt, inspection and storage of materials, furniture, furnishings and equipment and will coordinate the bid process to select an receiving, warehousing and installation provider.

ARTICLE 4 COST OF THE WORK

4.1 DEFINITION

4.1.1 The Cost of the Work shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Procurement Manager Architect,

including the costs of the Contractors' management or supervision of construction or installation.

4.1.2 The Cost of the Work shall include the cost at current market rates of labor, materials, furniture, furnishings and equipment furnished by the Owner, ~~and equipment designed, specified, selected or specially provided for by the Architect,~~ including the costs of the Contractors' management or supervision of construction or installation, plus a reasonable allowance for the Contractors' overhead and profit. In addition, a reasonable amount for contingencies shall be included for market conditions at the time of bidding and changes in the Work during the Contract Administration Phase.

4.1.3 The Cost of the Work ~~does not include~~ the compensation of the Procurement Manager~~Architect~~ and the Procurement Manager~~Architect's~~ consultants, ~~the cost of financing or other costs which are the responsibility of the Owner as provided in Article 3.~~

4.2 RESPONSIBILITY FOR THE COST OF THE WORK

4.2.1 The Procurement Manager~~Architect~~ does not warrant or represent that bids or negotiated prices will not vary from the estimate of the Cost of the Work or evaluation prepared or agreed to by the Procurement Manager~~Architect~~.

4.2.2 No fixed limit of the Cost of the Work shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Procurement Manager~~Architect~~ shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, furniture, furnishings and equipment, finishes, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Cost of the Work to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contracts.

4.2.3 If a fixed limit of the Cost of the Work is exceeded by the lowest bona fide bids or negotiated proposals, the Owner shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. if the Project is abandoned, terminate in accordance with Paragraph 7.3; or
4. cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

4.2.4 If the Owner chooses to proceed under Clause 4.2.3.4, the Procurement Manager~~Architect~~, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. ~~The modification of the Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit.~~

ARTICLE 5 USE OF INTERIOR DESIGNER'S ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

5.1 The Drawings, Specifications and other documents prepared by the Interior Designer and the Design/Builder~~Architect~~ for this Project are instruments of the Interior Designer and the Design/Builder~~Architect's~~ service for use solely with respect to this Project and, unless otherwise provided, the Interior Designer and the Design/Builder~~Architect~~ shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Interior Designer and the Design/Builder's~~Architect's~~ Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Interior Designer's and Design/Builder's~~Architect's~~ Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Interior Designer and the Design/Builder~~Architect~~ is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Interior Designer or Design/Builder, as appropriate~~Architect~~.

5.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Interior Designer's or the Design/Builder's~~Architect's~~ reserved rights.

ARTICLE 6 ARBITRATION

6.1 Disputes, claims or questions arising from the execution of the Work shall be submitted in writing to the Interior Designer.

6.2 Any claim, dispute, or other matter in question between the Contractor and the Owner referred to the Interior Designer, except those that have been waived by the making of Final Payment, shall be subject to hearing upon the written demand of either party. However, no demand for a hearing of any such dispute, claim, or other

matter may be made until the earlier of (1) the date on which the Interior Designer has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Interior Designer or have been given a reasonable opportunity to do so, if the Interior Designer has not rendered her decision by that date.

6.3 The written decision of the Interior Designer is final but subject to appeal within thirty (30) days after the date the decision is issued. Failure to appeal the decision within that thirty (30) day period will result in the Interior Designer's decision becoming final and binding upon the Owner and Contractor. If the Interior Designer renders a decision after the appeal has been filed, that decision may be entered as evidence but will not supercede any appeal proceedings unless the decision is accepted by all parties concerns.

6.4 Appeal of the Interior Designer's decision shall be submitted to the Commercial Division of the Tribal Court. The decision of the Tribal Court shall be final.

6.5 Pending the disposition of the dispute, claim or question, the Contractor and Owner shall continue to pursue their obligations under this Contract without delay to the Project or any portion thereof.

6.6 Property and Funds Pledged and Assigned to Satisfy Judgments. Damages awarded against the Owner in satisfaction of any appeal under this Contract shall be awarded only from the following: (i) financing provided to the Owner for the development of the Project, as described in a Taxable Construction Loan Agreement between the Owner and Miller & Schroeder Investments Corporation and Comerica Bank and Other Lender described therein; provided that the Contractor's right to recourse against financing proceeds under that Taxable Construction Agreement shall be subject to any requirements under the terms of a Taxable Disbursing Agreement between the Owner, Miller & Schroeder Investments Corporation, Comerica Bank and Commonwealth Land Title Insurance Company, as Disbursing Agent, dated June 21, 2001, as amended from time to time; and (ii) Net Gaming Revenues distributed to the Owner pursuant to the terms of a Management Agreement between the Owner and Manistee Gaming, L.L.C., dated July 15, 1999, as amended from time to time. Damages awarded against the Owner shall not constitute a lien upon or be collectible from any other income or assets of the Owner except with the Owner's consent. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance

with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

6.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

6.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ABANDONMENT

7.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

7.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Procurement Manager Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Procurement Manager Architect's services.

7.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Procurement Manager Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Procurement Manager Architect may terminate this Agreement by giving written notice.

7.4 Failure of the Owner to make payments to the Procurement Manager Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

7.5 If the Owner fails to make payment when due the Procurement Manager Architect for services and expenses, the Procurement Manager Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Procurement Manager Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Procurement Manager Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

7.6 In the event of termination not the fault of the Procurement Manager Architect, the Procurement Manager Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 7.7.

7.7 Termination Expenses are in addition to the Procurement Manager Architect's compensation, and include expenses which are directly attributable to termination.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Unless otherwise provided, this Agreement shall be governed by the laws of the Little River Band of Ottawa Indians. In the absence of controlling laws of the Little River Band of Ottawa Indians, this Agreement shall be construed according to the laws of the State of Michigan. The parties agree that the situs of this transaction is on Little River Band Tribal Lands ("Manistee Reservation") of the principal place of business of the Architect.

8.2 Except as otherwise stated in this Agreement, Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, and in AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, as appropriate, current as of the date of this Agreement.

8.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

8.4 The Owner and Procurement Manager Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction and installation, except such rights as they may have to the proceeds of such insurance set forth in the editions of AIA Document A201, General Conditions of the Contract for

Construction, and AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, current as of the date of this Agreement. The Owner and Procurement Manager Architect each shall require similar waivers from their contractors, consultants and agents.

8.5 The Owner and Procurement Manager Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Procurement Manager Architect shall assign this Agreement without the written consent of the other.

8.6 This Agreement represents the entire and integrated agreement between the Owner and Procurement Manager Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Procurement Manager Architect.

8.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Procurement Manager Architect.

8.8 Unless otherwise provided in this Agreement, the Procurement Manager Architect and the Procurement Manager Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project premises, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 9 REIMBURSABLE EXPENSES

9.1 Reimbursable Expenses are included in addition to the Procurement Manager Architect's compensation and include expenses incurred by the Procurement Manager Architect and Procurement Manager Architect's employees and consultants in the interest of the Project, as identified in the following Subparagraphs:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;

- .6 renderings, models and mock-ups requested by the Owner;
- .7 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .8 expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Procurement Manager Architect and Architect's consultants; and
- .9 expense of computer-aided design and drafting equipment time when used in connection with the Project.

ARTICLE 10 ARCHITECT'S PROCUREMENT MANAGER'S ACCOUNTING RECORDS

10.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a Multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 PAYMENTS TO THE PROCUREMENT MANAGER ARCHITECT

12.2 BASIS OF COMPENSATION

The Owner shall compensate the Procurement Manager Architect as follows:

12.2.1 AN INITIAL PAYMENT of None Dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

(Indicate whether initial payment will be credited to the first, to the last or proportionately, to all payments on the Owner's account.)

12.2.2 COMPENSATION FOR THE PROCUREMENT MANAGER ARCHITECT'S SERVICES, as described in Article 1, Procurement Manager Architect's Services and Responsibilities, shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

Total for fees and reimbursable expenses of forty-eight thousand (\$48,000.00) Dollars.

12.2.3 FOR REIMBURSABLE EXPENSES, as described in Article 9, and any other items included in Article 13 as Reimbursable Expenses, a multiple of Not applicable () times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

12.2.4 Payments are due and payable Twenty (20) days from the date of the Procurement Manager Architect's invoice. Amounts unpaid seven (7) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

8%

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's

11.1 Payments on account of the Procurement Manager's Architect's services, and for Reimbursable Expenses as defined in Article 9, shall be made monthly upon presentation of the Procurement Manager's Architect's statement of services rendered or as otherwise provided in this Agreement.

11.2 An initial payment as set forth in Subparagraph 12.2.1 is the minimum payment under this Agreement.

ARTICLE 12 COMPENSATION

12.1 DEFINITIONS

12.1.1 COST OF THE WORK

If the Cost of the Work, as defined in Subparagraph 4.1.1, is the basis of the Procurement Manager Architect's compensation, the cost of reused materials and equipment shall be determined as if purchased new for the Project, and shall include a reasonable allowance for overhead and profit.

12.1.2 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Procurement Manager Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

12.2.5 IF THE SERVICES covered by this Agreement have not been completed within eight (8) months of the date hereof, through no fault of the Procurement Manager Architect, the amounts of compensation shall be equitably adjusted.

ARTICLE 13 OTHER CONDITIONS

This Agreement entered into as of the day and year first written above.

OWNER

PROCUREMENT MANAGER ARCHITECT

(Signature)

(Signature)

**Robert Guenthart, Tribal Ogema or
Stephen Parsons, Tribal Council Speaker**

(Printed name and title)

(Printed name and title)

EXHIBIT A:

SCOPE OF SERVICES

The scope of work is based upon information communicated to Provision by Robert Frazier, Eljean Kizer and Cyndi Brege during the month of October and November.

The Procurement Work will consist of:

1. Bid and Purchase all FF&E for the hotel's 88 guestrooms, 12 suites, guest Corridors, indoor pool, conference facilities, public space and lobby Reception area.
2. Bid and Purchase all FF&E for the Gaming area and for three restaurants.
3. Consulting with respect to the development of a complete OS&E fit out
Budget and specification for
 - a) Hotel
 - b) Restaurants (3)
 - c) Conference facility
 - d) Casino
4. Direct and coordinate delivery of the FF&E to the Project Site or other location as designated.
5. Negotiate and recommend to Owner a receiving, warehousing, staging and installation firm for the FF&E and OS&E.

The furnishings, fixtures and equipment required to effect the Project, as described in the final plans and specifications provided by the Interior Designer and approved by the Owner, are referred to as the "FF&E". The operating supplies and equipment, as described in the final quantities and their specifications approved by the Owner, are referred to as the "OS&E".

Project Management Services

Communication & Coordination

Provisions shall establish and maintain close communication and coordination with Owner and other professionals involved with the project, including the General Contractor, Architect, Interior Design Firm, Installation Trades and Freight Forwarder. We will also coordinate our services with the management of the Casino and Resort Hotel.

Project Personnel

Provisions shall designate a Senior Project Manager and Managers to work with all parties involved with the project.

Meeting & Project Site

Provisions shall familiarize itself with the project site and attend appropriate meetings or presentations relating to the project. Provisions shall send a representative to the Project at other reasonable intervals for inspections, coordination and deliveries. We will follow

up with a final site visit to complete a punch list for all products shipped, received and installed and to follow up on all repairs, returns, et cetera as required.

Preliminary Budget Estimate

With acceptance of this Proposal, Provisions will immediately cooperate with Owner and the professionals retained by Owner (including Cyndi Brege of Interior Solutions, Inc., the Design/Builder, representatives of Manistee Gaming, LLC, and Casino Resort management) in the preparation of a preliminary cost estimate of the purchase of FF&E. We will also recommend a budget contingency amount for any customary product overruns. We will review the Interior Designers specifications for accuracy and product specification detail, and confirm all quantities during the development of the Preliminary Budget Estimate.

Schedule

Provisions shall work with the Owner to develop a mutually agreed upon schedule for the purchase, shipment and delivery of the FF&E.

Bid Procedure

Provisions will prepare all necessary bid documents for the FF&E utilizing plans and specification, approved by the Owner, for each item of FF&E (including, but not limited to, custom fabricated FF&E) to be procured by Provisions in cooperation with the Interior Designer. Bid documents, including proposed forms of Purchase Orders or Contracts with vendors, will be subject to approval by the Owner's Legal Department. We will require that all bid documents have a guaranteed maximum price. We will prepare and submit a list of at least three (3) bidders for each item of FF&E and each service, except when three bidders is not possible or practicable or if the specification for purchase is limited to only one manufacturer or supplier of FF&E. We will also conduct the bid process to select the FF&E receiving, warehousing and installation service provided. Upon our completion of the bid process we will review the bid responses with the Owner and submit the recommended list of suppliers to the Owner for approval. Upon our receipt of all approvals we will complete and submit a Final Budget to the Owner for order approval.

Final Purchasing Budget

Within sixty (60) days or less following the receipt by Provisions of written approval by Owner of the complete set of the final plans and specifications for the FF&E, Provisions shall submit to Owner a final cost for the purchase, shipment and delivery of the FF&E. The Final Budget will list itemized costs, fees, expenses and other charges included in the Preliminary Budget, together with all modifications required by the final plans and specifications.

Execution of Purchase orders

Following the receipt of the Final Budget that is signed and approved by Owner, we will purchase, or assist the Owner in completing the purchase of, all FF&E in accordance with the approved specifications and schedule. All Purchase Orders shall be placed in accordance with the bidding procedure and will utilize contract documents approved by the Owner's Legal Department. That the Owner enter into all contracts with the furniture installer, with all warehousing and installation contract in the name of the Owner and signed by the Owner.

Insurance

We recommend and will assist the Owner to secure full value freight transit insurance for the FF&E in order to cover for all risks of damage, destruction and loss thereof, by whatever casualty or other cause or occurrence whatsoever.

Project Management Services

We will troubleshoot to identify and provide a solution for any unforeseen acts or omissions that may impact the project timeline schedule. We will coordinate and take action in accordance with all reasonable change orders due to budget, time or manufacturing constraints. We will coordinate all delivery dates with the freight management, service, document shipments, and provide proof of deliveries when necessary.

Purchase Agreement Terms

Subject to the approval of the Owner, Provisions may place Purchasing Orders or enter into agreements to purchase FF&E. In such event, Provisions may require payment security in the form of a Standby Letter of Credit or Bank Guaranty, unless other arrangements are mutually agreed to between the Owner and Provisions.

In other cases, Provisions will act as a agent only to Little River Band of Ottawa Indians and will prepare the Purchase Order to the Little River Band of Ottawa Indians specifications. In that event, Purchase Orders may be executed will be executed in the name of the Owner and signed by the Owner.

Payment of FF&E, and Other Purchase Order Invoices

We will review all invoices and other requests for payment, whether the same are executed by Provisions or by the Owner, pertaining to approved Purchasing Orders and use best efforts to determine whether:

1. The invoiced items have been delivered in good condition or performed Satisfactorily and in compliance with the Purchase Order therefore, and

2. The invoiced amount is accurate and consistent with the Purchase Order. Provisions will note any discrepancies or objections. On Owner's behalf we will negotiate disputes related to quality.
3. Provisions will manage all of the supplier payables under our scope of work, and bill the Owner after we have issued our payment to the supplier. We will submit billing summaries on a monthly basis and our terms are net 20. The Owner will be responsible for the payment for all goods and services as invoiced by Provisions, plus applicable freight and taxes.
4. We will provide you with a final reconciliation of the project, including a budget verses actual cost comparison.

Progress Status Reports

We will provide you with periodic and timely progress reports including the status of the budget, purchase, shipment, delivery and final cost of the FF&E. We will coordinate and monitor the status of the installation work.

Compensation

Provisions will complete the above services for a total fee of \$48,000.00.

