

**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 Tribe and of the enrolled members thereof; and

**WHEREAS,** Article VI, Section 5(c) of the Constitution of the Tribe specifically authorizes and empowers the Tribal Business Council of the Tribe to administer the funds within the exclusive control of the Tribe and to make expenditures from available Tribal funds for public purposes of the Tribe; and

**WHEREAS,** In accordance with an Amended Gaming Compact dated September 29, 2001, between the Tribe and the State of North Dakota (the “Compact”), the Tribe engages in class III gaming within the meaning of the Indian Regulatory Act of 1988, as amended; and

**WHEREAS,** The Tribe has determined that it would be in the best interests of the Tribe and its enrolled members to borrow funds to, among other things: 1) refinance a loan bearing taxable interest from MM&S Investments Corporation (the “Lender”) for the recent improvements made to the 4 Bears Casino and Lodge (the “Casino”); 2) refinance a portion of a loan bearing tax-exempt interest from the Lender for constructing and equipping various governmental improvements, including a swimming pool recreation center, a convention center, a marina, and an amphitheater; 3) improve, equip and expand the Casino (or reimburse costs related thereto), that may include, among other things, improvements to the restaurant, a state of the art slot tracking system, parking lot improvements and other general improvements to the layout of the Casino and related facilities; 4) purchase a sound system for the arena building, and 5) pay transaction-related costs; and

**WHEREAS,** The Tribe has determined that the Lender has the ability to provide the necessary funds for a loan to finance the foregoing (the “Loan”), which Loan will be evidenced by one or more taxable promissory notes (collectively, the “Notes”), secured by revenues from the operation of the Casino; and

**WHEREAS,** The Tribe has determined that the contemplated uses of the funds to be borrowed pursuant to the Loan are within the stated purposes for which funds of the Compact may be used, which purposes include economic development and other programs of the Tribe; and

**WHEREAS,** The Loan shall be generally structured as follows: 1) the principal amount of the Loan shall equal \$15,620,000; 2) the term of the Loan shall be for approximately eighty-four (84) months (i.e. seven years), with the initial twelve (12) monthly payments requiring the payment of only interest on the Loan, and the remaining seventy-two (72) months requiring the payment of interest plus principal; 3) the interest rate for the first approximately forty-eight (48) months of the Loan shall equal 7.75% and interest shall be adjusted on the 48<sup>th</sup> monthly payment date equal to the prime rate of interest as quoted in the Wall Street Journal, but with a cap of 9.0% and floor of 6.5%; 4) principal will be amortized over a period of approximately 180 months (fifteen years), but with all unamortized principal becoming due on maturity date of the Loan; 5) a servicing fee will be payable to the Lender in the amount of 0.10% of the outstanding Loan balance from time to time; 6) total monthly payments of principal and interest (after the commencement of amortization) will equal approximately \$147,027 plus the servicing fee; and

**NOW, THEREFORE, BE IT RESOLVED,** That the Tribal Business Council hereby provides as follows:

Section 1. Recitals

- 1.1 The Tribal Business Council, consisting of the officials of the Tribal Business Council and the tribal representatives elected in the customary manner and in accordance with the Constitution and By-laws of the Tribe, is the governing body of the Tribe.
- 1.2 Pursuant to a Loan Agreement (the "Loan Agreement") between the Lender and the Tribe, it is proposed that the Lender will lend to the Tribe the amount of \$15,620,000, which Loan shall be evidenced by a Note payable to the Lender in the aggregate principal amount of Loan, secured by a pledge of and security interest in revenues from the Casino through a Depository Agreement with First National Bank and Trust Company of Williston, Williston, North Dakota, to be amended and restated (the "Depository Agreement").
- 1.3 It is proposed that all or a material portion of the proceeds of the Loan will be disbursed to the Tribe or for the benefit of the Tribe on the closing date.
- 1.4 This Tribal Business Council has been advised that in order to receive the Loan in accordance with the foregoing, the Tribe is required to agree to various legal provisions (the "Legal Provisions") that provide for (a) a limited waiver of the Tribe's sovereign immunity with respect to suits or other legal actions or proceedings arising because of disputes related to the Loan or the foregoing named documents or other agreements

related thereto and the enforcement of remedies related thereto; (b) consent by the Tribe to apply the laws of a given jurisdiction in the interpretation of the foregoing documents; and (c) a method of arbitration for the resolution of disputes.

- 1.5 This Tribal Business Council has determined that no laws, ordinances, resolutions or other actions of this Tribal Business Council or the Tribe, or any of the agencies or instrumentalities of the Tribe, either written or established by tradition, (a) prohibit this Tribal Business Council from approving the issuance of the Notes or entering into any of the foregoing described agreements by the indicated parties, or (b) create any obligation of this Tribal Business Council to submit these matters for further or additional approval of or consent from any officer, body, agency or instrumentality of the Tribe, or any vote by tribal members of the Tribe.

Section 2. Approval and Authorizations

- 2.1 The Tribal Business Council hereby determines that the foregoing proposed actions are in the public interest and promote the welfare of the Tribe, and the Tribal Business Council hereby approves the proposed actions.
- 2.2 This Tribal Business Council hereby approves the Tribe's execution and delivery execution, delivery and performance of a Loan Agreement, the Notes, the Depository Agreement and such related documents as may be necessary or convenient and approved by legal counsel for the Tribe, which approval shall be deemed conclusively given upon the execution thereof by a person authorized to act on behalf of the Tribe (collectively, the "Loan Documents").
- 2.3 The following persons as the Chairman, Secretary, Treasurer, together with any other person who under the law of the Tribe is permitted to act on behalf of the Tribal Business Council in the event of the absence or incapacity of the Chairman, Secretary or Treasurer (each, an "Authorized Representative"), is hereby authorized and directed to execute the Loan Documents and other documents authorized hereby on behalf of the Tribe and to take such actions as are required or desirable to effect the purposes of this Resolution.

	<u>Name</u>	<u>Title</u>
1.	Tex G. Hall	Chairman
2.	Austin Gillette	Treasurer
3.	Marcus Wells, Jr.	Secretary

Section 3. Limited Waiver of Sovereign Immunity; Jurisdiction and other Legal Provisions.

All Legal Provisions in the Loan Documents are hereby approved; more specifically and expressly:

- 3.1 The limited waivers of sovereign immunity and exhaustion of tribal remedies to be contained in the Loan Documents are hereby approved; provided that limited waiver of sovereign immunity shall be substantially in the form attached hereto as Exhibit A.
- 3.2 The Tribe is hereby authorized to submit disputes arising in connection with the Loan to arbitration with the force and effect as provided for in the Loan Documents.
- 3.3 Each of the Loan Documents shall be governed by such laws as are provided therefor in such instruments.

Section 4. Determination. The Tribal Council hereby determines that no laws, ordinances, resolutions or other actions of the Tribal Council or any of the agencies or instrumentalities of the Tribe, either written or established by custom or tradition: (a) prohibit the Tribal Council from approving the matters herein approved or the execution, delivery or performance of any Loan Documents; or (b) create any obligation of the Tribal Council to submit these matters for approval of or consent from any officer, body, agency or instrumentality of the Tribe, or any vote by members of the Tribe.

Section 5. Effect of this Resolution. So long as any amounts are owing or performance on the part of the Tribe is due or unperformed under a Loan Documents, (a) the provisions of this Resolution shall constitute the law of the Tribe and may be relied on by the Lender, and its successors, assigns and participants, (b) the provisions of this Resolution shall constitute the terms of an agreement and contract between the Tribe and the Benefited Parties, and (c) any rescission, amendment or modification of this Resolution in any manner that may result in an adverse effect to a Benefited Party without the written consent of the Benefited Party that is or may be so affected, shall constitute a breach of the Loan Agreement.

Section 6. Miscellaneous Matters.

- 6.1 Any resolutions or other actions of the Tribe, or any of its officers, employees, or agents, either written or established by tradition that are in conflict with or inconsistent with the terms of this Resolution or any provision set forth in a Loan Document are hereby to such extent repealed and annulled. This Resolution shall supersede any prior or currently existing resolutions or other actions of the Tribe, or any of its officers, employees or agents, subdivisions, agencies or instrumentalities that are contrary to the actions authorized or contemplated herein or in a Loan Document.
- 6.2 If any provision of this Resolution or the application of any provision of this Resolution to any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, government or Indian tribe, or any agency, instrumentality or political subdivision thereof is held to be invalid, the remainder of the Resolution shall not be affected.
- 6.3 This Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.

EXHIBIT A TO RESOLUTION

LIMITED WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to be a waiver of the Tribe's sovereign immunity from suit, except to the extent that the Tribe hereby provides a limited waiver of its sovereign immunity and consents to be sued should an action be commenced to determine and enforce the obligations of the parties under any Loan Document; and provided further that the Tribe's consent to suite is only as to arbitration and to court action initiated consistent with the Loan Documents, and provided further that this consent is not, and shall not be deemed to be, a consent by the Tribe to the levy of any judgment, lien or attachment upon any property or income of the Issuer other than amounts described in the Note. The Tribe expressly submits to and consents to the jurisdiction of the Tribal Court of The Three Affiliated Tribes of the Fort Berthold Reservation in the first instance and, after seeking relief in such Tribal Court, to the United States District Court for the District of North Dakota in connection with any injunctive relief sought prior to arbitration, or to give effect to any relief ordered or award obtained in any arbitration proceeding.

The Tribe agrees not to assert any right, power or principle requiring deferral to or exhaustion of remedies in the courts or other governmental authorities of the Tribe as a bar or abatement to the claims of the Servicer or Lenders, and agrees that any such rights, power or principle is hereby waived and deemed satisfied.

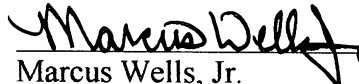
CHOICE OF LAW

The Loan Documents shall be governed by, and construed in accordance with the laws of the Tribe, provided that, in the absence of applicable Tribal law, the substantive laws of the State of North Dakota and applicable federal law shall govern. Whenever possible, each provision of the Loan Documents and any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of the Loan Documents or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Loan Documents or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto. The parties shall endeavor in good-faith negotiations to replace any invalid, illegal or unenforceable provisions with a valid provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision. The provisions of this Section are irrevocable and may not be rescinded, revoked or amended without the prior written consent of the Servicer. The Tribe acknowledges the Servicer and Lenders have relied upon them in entering into the Loan Documents.

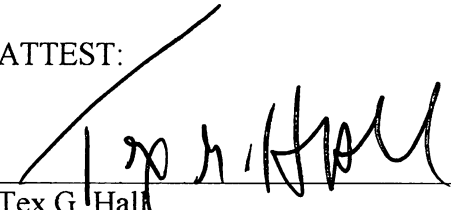
**CERTIFICATION**

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 14th day of September, 2001; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 5 members, 0 members opposed, 2 members abstained, 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 14th day of September, 2001.

  
\_\_\_\_\_  
Marcus Wells, Jr.  
Secretary, Tribal Business Council

ATTEST:

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