

**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, The Tribe has determined that it would be in the best interests of the Tribe and its enrolled members to borrow funds of approximately \$9,503,000 (the "Loan") to (i) refinance a certain interim loan borrowed in anticipation of the Loan (the "Interim Loan"), (ii) refinance a loan received by the Tribe in December 1999 to pay costs of constructing and equipping a swimming pool recreation center, a general purpose convention center, a marina, an amphitheater and other general governmental improvements, (iii) finance certain capital costs associated with the Tribe's exercise of customary essential governmental functions, and (iv) finance related costs of issuance; and

WHEREAS, The Tribe has determined that payment of principal and interest on the Loan should be secured by the general obligation and full faith and credit of the Tribe to efficiently access the most favorable loan terms; and

WHEREAS, The Loan shall be structured as follows: 1) the principal amount of the Loan is expected to equal approximately \$9,503,000; 2) the maturity of the Loan is expected to be approximately seven (7) years, with monthly principal being repaid in accordance with a fifteen (15) year amortization schedule; 3) the interest rate will be fixed based on prevailing market conditions, and is presently expected to not exceed 5.5% per annum; 4) the terms of the Loan would be set forth in a loan agreement similar to the loan agreement for the Interim Loan (the "Loan Agreement") and evidenced by promissory notes of the Tribe payable to the lenders (the "Lenders") identified in the Loan Agreement (the "Lenders"); and 5) the

full faith and credit of the Tribe would be pledged so that the obligation to repay the Loan and interest thereon will be a general obligation of the Tribe; and

WHEREAS The Servicer has agreed to use its best efforts to arrange the Loan, and it is proposed that the Servicer be engaged to arrange the Loan in accordance with the terms of a placement agreement (the "Placement Agreement") similar in form to the Placement Agreement used for the Interim Loan; and

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

Section 1. Further Recitals

- 1.1 This 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 This Tribal Business Council has been advised that in order to receive the Loan in accordance with the foregoing, the Tribe will be 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 (as more fully described in the Loan Agreement, "Claims") 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 arbitrating Claims for the resolution of disputes.

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 such form of each of the Loan Agreement, the Notes, and the Placement Agreement as may be necessary to receive the Loan (the "Loan Documents"), and hereby approves of the execution and delivery by the Tribe of each of the Loan Documents (in such form and with such modifications or changes thereto as are 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), together with any other documents deemed by them to be necessary or convenient to be executed in connection therewith (and which shall

be 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 such party).

- 2.3 Any of the following persons, 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 to execute the Loan Documents and any related documents on behalf of the Tribe and to take such actions as are required or desirable to effect the purposes of this Resolution.

	Name	Title
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 Claims to arbitration with the force and effect as will be provided for in the Loan Documents.
- 3.3 Each of the Loan Documents shall be governed by such laws as will be 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 Servicer, each Lender, and the successors, assigns and participants of each (the "Benefited Parties"), (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.

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 19th 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.

EXHIBIT A TO RESOLUTION

LIMITED WAIVER OF SOVEREIGN IMMUNITY

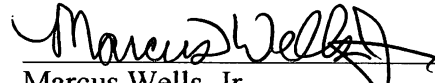
Nothing in this Agreement shall be deemed to be a waiver of the Tribe's sovereign immunity from suit, except to the extent that the Tribe hereby provides a limited waiver of its sovereign immunity and consents to be sued should an action be commenced to determine and enforce the obligations of the parties 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

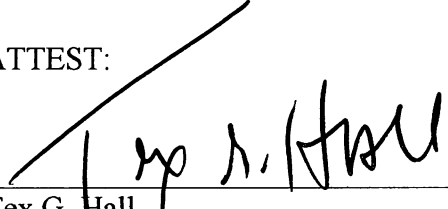
The Loan Documents shall be governed by, and construed in accordance with the laws of the Tribe, provided that, in the absence of applicable Tribal law, the substantive laws of the State of North Dakota and applicable federal law shall govern. Whenever possible, each provision of the Loan Documents and 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.

Dated this 19th day of September, 2001.



Marcus Wells, Jr.
Secretary, Tribal Business Council

ATTEST:



Tex G. Hall
Chairman, Tribal Business Council