



**RESOLUTION OF THE GOVERNING BODY  
OF THE  
THREE AFFILIATED TRIBES  
OF THE  
FORT BERTHOLD INDIAN RESERVATION**

*A Resolution entitled "Intermediary Relending Program (IRP) Loan"*

**WHEREAS,** The Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

**WHEREAS,** The Three Affiliated Tribes' Constitution authorizes and empowers the Mandan, Hidatsa & Arikara Tribal Business Council to engage in activity on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

**WHEREAS,** The Three Affiliated Tribes Tourism and Independence Development Center has applied for an Intermediary Relending Program Loan and/or grant administered by the Rural Business-Cooperative Service, an agency of the Rural Development mission area, United States Department of Agriculture, herein called the "Government," acting under the provisions of the Intermediary Relending Program (IRP) (7 C.F.R. Part 4274 Subpart D, 53 F.R. 30643, et. seq.); and

**WHEREAS,** The Federal Government has advised the Tourism and Independence Development Center that it is not an eligible entity to receive an IRP loan; and

**WHEREAS,** The Three Affiliated Tribes wishes to be substituted as the Intermediary and Borrower in place of the Tourism and Independence Development Center; and

**WHEREAS,** It is the intent of the Three Affiliated Tribes to provide loans to qualified borrowers from the proceeds of the Intermediary Relending Program Loan; and

**WHEREAS,** It is the intent that the Intermediary Relending Program Loan will be used for a relending program to establish IRP Revolving Fund #1 in accordance with the application package as submitted or as amended and approved by the Agency; and

**WHEREAS,** The loan will be scheduled for repayment over a term of thirty (30) years at one percent (1%) per annum; and

**WHEREAS,** Initial security for the loan will consist of a pledge of all assets now in or hereafter placed in the Borrower's Intermediary Relending Program Revolving Fund #1, including cash and investments, notes receivable from ultimate recipients, and the Intermediary's security interest in collateral pledged by ultimate recipients; and

**WHEREAS,** The Borrower shall create a reserve for Bad Debts and shall consider establishing a Debt Service Reserve; and

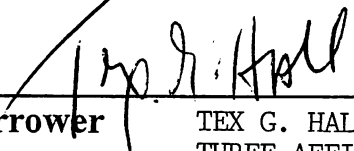
**WHEREAS,** The Borrower must sign an RD 400-4, Assurance Agreement, and maintain compliance with said agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Tribal Business Council, in order to comply with the requirements of the Federal Government, acting through the Rural Development program of the United States Department of Agriculture, hereby authorizes the Three Affiliated

**ADDENDUM**

**The Debt Collection Improvement Act of 1996 bars delinquent federal debtors from obtaining Federal Financial Assistance in the form of direct or guaranteed loans. All applicants must certify they are not delinquent on any Federal Government Indebtedness.**

**I certify I am not delinquent on any Federal Government Assistance.**

  
\_\_\_\_\_  
**Borrower**      **TEX G. HALL, CHAIRMAN**  
                                 **THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION**

12-27-02  
**Date**

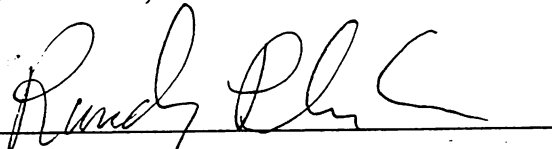
**March, 2002**

2. To be bound by the provisions of the equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt Federal and Federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to USDA and the Secretary, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as required and such other information as they may require the supervision of such compliance, and to otherwise assist USDA in the discharge of its primary responsibility for securing compliance.
6. To refrain from entering into any contract, or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or Federally assisted construction contracts pursuant to Part II, Subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by USDA or the Secretary pursuant to such Subpart D.
7. That the Recipient fails or refuses to comply with these undertakings, USDA may take any and all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the Office of Federal Contract Compliance Programs, U.S. Department of Labor.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

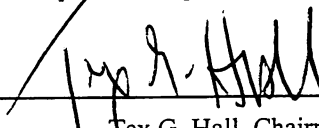
(CORPORATE SEAL)

Attest:   
\_\_\_\_\_  
Marcus Wells, Jr., Executive Secretary  
RANDY PLICZAK

\_\_\_\_\_  
Recipient

Three Affiliated Tribes of the  
Fort Berthold Indian Reservation

\_\_\_\_\_  
Name of Corporate Recipient

By   
\_\_\_\_\_  
Tex G. Hall, Chairman

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated Dec. 12, 2002 between  
Three Affiliated Tribes of the Fort Berthold Indian Reservation

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3)- of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor and of any prior authority which remain in effect.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office of Director, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or Federally Assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as provided by Law.
- (g) The contractor will include the provisions of this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.*

USDA  
Form RD 400-4  
(Rev. 3-97)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018

The Three Affiliated Tribes of the Fort Berthold Indian Reservation

310 Main Street, Box 610, New Town, ND 58763

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
  - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
  - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Three Affiliated Tribes of the Fort Berthold Indian Reservation on this \_\_\_\_\_

(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

Three Affiliated Tribes of the Fort Berthold Indian Reservation Recipient

12-27-02

Date

Attest: \_\_\_\_\_  
Title

Tex G. Hall, Chairman Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**U.S. DEPARTMENT OF AGRICULTURE**

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**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

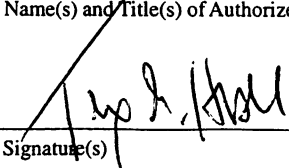
Three Affiliated Tribes of the Fort Berthold Indian Reservation

Organization Name

PR/Award Number or Project Name

Tex G. Hall, Chairman

Name(s) and Title(s) of Authorized Representative(s)

  
Signature(s)

12-27-02  
Date

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

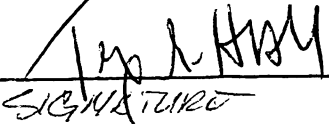
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Three Affiliated Tribes of the Fort Berthold 12-27-02  
(name) Indian Reservation (date)

Tex G. Hall, Chairman  
(title)   
SIGNATURE

oOo

USDA-RECD  
Form FmHA 1940-1  
(Rev. 3-95)

# REQUEST FOR OBLIGATION OF FUNDS

1072

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED (111) Complete Items 1 through 30 and applicable Items 31 through 43. See FMI.					
1. CASE NUMBER ST CO BORROWER ID 4 0 0 5 5 0 4 5 0 3 2 3 6 7 2		LOAN NUMBER		FISCAL YEAR 0 2	
2. BORROWER NAME Three Affiliated Tribes of the Fort Berthold Indian Reservation			3. NUMBER NAME FIELDS 3: (1, 2, or 3 from item 2) 654		
4. STATE NAME North Dakota			5. COUNTY NAME Independence, Devello Mountain		
GENERAL BORROWER/LOAN INFORMATION					
6. RACE/ETHNIC CLASSIFICATION 1-WHITE 4-HISPANIC 2-BLACK 5-API 3-AIAN		7. TYPE OF APPLICANT 1-INDIVIDUAL 2-PARTNERSHIP 3-CORPORATION 4-PUBLIC BODY 5-ASSOC OF FARMERS 6-ORG OF FARMERS WORKERS 7-OTHER		8. COLLATERAL CODE 1-REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3-NOTE ONLY OR CHATTEL ONLY 4-MACHINERY ONLY 5-LIVESTOCK ONLY 6-CROPS ONLY 7-SECURED BY BONDS	
9. EMPLOYEE RELATIONSHIP CODE 1-EMPLOYEE 2-MEMBER OF FAMILY 3-CLOSE RELATIVE 4-ASSOC.		10. SEX CODE 1-MALE 2-FEMALE 3-FAMILY UNIT 4-ORGAN, MALE OWNED 5-ORGAN FEMALE OWNED 6-PUBLIC BODY		11. MARITAL STATUS 1-MARRIED 2-SEPARATED 3-UNMARRIED (INCLUDES WIDOWED/DIVORCED)	
12. VETERAN CODE 1-YES 2-NO		13. CREDIT REPORT 1-YES 2-NO		14. DIRECT PAYMENT 3 (See FMI)	
15. TYPE OF PAYMENT 1-MONTHLY 2-ANNUALLY 3-SEMI-ANNUALLY 4-QUARTERLY		16. FEE INSPECTION 1-YES 2-NO		17. INTEREST CREDIT 1-YES (FOR SFH ONLY) 2-NO	
18. COMMUNITY SIZE 1-10,000 OR LESS (FOR SFH AND HPG ONLY) 2-OVER 10,000		19. DWELLING TYPE/USE OF FUNDS CODE (See FMI)			
COMPLETE FOR OBLIGATION OF FUNDS					
20. TYPE OF ASSISTANCE 0 7 9 (See FMI)		21. PURPOSE CODE		22. SOURCE OF FUNDS 2	
23. TYPE OF ACTION 1-OBLIGATION ONLY 2-OBLIGATION/CHECK REQUEST 3-CORRECTION OF OBLIGATION		24. TYPE OF SUBMISSION 1-INITIAL 2-SUBSEQUENT		25. AMOUNT OF LOAN 2 5 0 0 0 0 0 0	
26. AMOUNT OF GRANT 0 0 0 0		27. AMOUNT OF IMMEDIATE ADVANCE 0 0 0 0		28. DATE OF APPROVAL MO DA YR 0 8 - 1 3 - 1 0 1 2	
29. INTEREST RATE 0 1 0 0 0 0 0 0		30. REPAYMENT TERMS 3 0		COMPLETE FOR SINGLE FAMILY HOUSING ONLY	
31. INCOME CATEGORY CODES 1-VERY LOW 2-LOW 3-MODERATE 4-ABOVE MODERATE		32. LOW INCOME LIMIT-MAX. 0 0		33. ADJUSTED FAMILY INCOME 0 0 0 0	
34. R.E. INSURANCE 0 0		35. R.E. TAXES 1st year 0 0		36. R.E. TAXES 2nd year 0 0	
37. NOTE INSTALLMENT INELIGIBLE 0 0		38. TYPE OF UNIT 1-FARM TRACT 2-NON-FARM TRACT			
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS					
39. PROFIT TYPE 1-FULL PROFIT 2-LIMITED PROFIT 3-NONPROFIT		40. DISASTER DESIGNATION NUMBER (See FMI)			
41. TYPE OF SALE 1-CREDIT SALE ONLY 2-ASSUMPTION ONLY 3-CREDIT SALE WITH SUBSEQUENT LOAN 4-ASSUMPTION WITH SUBSEQUENT LOAN		COMPLETE FOR EM LOANS ONLY			
42. OBLIGATION DATE MO DA YR		43. BEGINNING FARMER/RANCHER (See FMI)			

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.



**LETTER OF INTENT TO MEET CONDITIONS**

Date \_\_\_\_\_

TO: United States Department of Agriculture

\_\_\_\_\_  
Rural Development  
(Name of USDA Agency)

\_\_\_\_\_  
PO Box 367  
(USDA Agency Office Address)

\_\_\_\_\_  
Bismarck, ND 58502

We have reviewed and understand the conditions set forth in your letter dated \_\_\_\_\_ It is  
our intent to meet all of them not later than \_\_\_\_\_

\_\_\_\_\_  
Three Affiliated Tribes of the Fort Berthold Indian  
Reservation  
(Name of Association)  
BY \_\_\_\_\_  
Tex Hall, Chairman  
(Title)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL BUSINESS-COOPERATIVE SERVICE (RBS)

FORM APPROVED  
OMB NO. 0570-0021

APPLICATION FOR LOAN  
(Intermediary Relending Program)

FEB 14 2002

**General Information:** The "Application for Loan" is to provide information needed for the analysis and loan determination process. For complete guidance see RD Instruction 4274-D.

Instructions to Intermediary (applicant): Complete items 1 through 15. Submit original of this application and all supporting documents to the USDA, Rural Development. If additional space is required, provide for by an attachment. Additional information may be obtained from the RBS National Office.

1. **NAME:** (Show official name without abbreviations unless the abbreviation is a part of the official name.)

Three Affiliated Tribes of the Fort Berthold Indian Reservation X TGH  
~~Tourism and Independence Development Center~~  
Attn: Dennis R. Fox, Jr.

Street 310 Main Street Box 610		City New Town	County Ft. Berthold
State ND	ZIP Code 58763	Telephone Number 701-627-2870	Amount of Loan Required \$ 250,000.00

2. **APPLICANT'S TAX IDENTIFICATION NUMBER**  
45-0323672

3. **DATE ESTABLISHED:**  
Independence Program: May 13, 1997

4. **CITIZENSHIP** - If not a public body, what percent of the members or what percent of the ownership of the intermediary are citizens of the United States or reside in the United States after being legally admitted for permanent residence.

Three Affiliated Tribes

5. **HISTORY OF INTERMEDIARY:** Provide a brief description and history of the applicant. Include recent experience in making and servicing commercial loans.

The Independence Program was established May 13, 1997 and will be five years old  
May 13, 2002. Our program started with a loan fund of \$74,147.00. The Three Affiliated Tribes contributed \$146,000.00 and the HUD Rural Housing and Economic Development Grant contributed \$60,000. Our current loan fund of \$269,200.66 provides direct financing and leverages the Independence Loan Fund for business development financing from other financial institutions on or near the Fort Berthold Reservation. We now have over 350 participants and of those we have assisted 70 start-ups and have financed 53 business plans. Before receiving loans, the participants will complete 70 hours of training in money management, job skills, management skills, how to start and run a business, How to write then submit their business plans to the appropriate financial institution.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0021. The time required to complete this information is estimated to average 56 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

6. **LITIGATION** – List details of any pending or final disciplinary or legal (*civil or criminal*) action against the intermediary, members and directors.

NONE

7. **NAMES OF ATTORNEYS, ACCOUNTANTS, AND OTHER PARTIES** – List the names of all attorneys, accountants, appraisers, packagers, agents, and all other parties (*whether individuals, partnership, associations*) engaged by or on behalf of the intermediary (*whether on a salary, retainer or fee basis and regardless of the amount of compensation*) for the purpose of rendering professional or other services of any nature whatever to the intermediary, in connection with the preparation or presentation of this application. List all fees or other charges or compensation paid or to be paid for any purpose in connection with this application or disbursement of the loan whether in money or other property of any kind whatever, by or for the account of the intermediary together with a description of such services rendered or to be rendered with complete justification for such purposes.

Name and Address ( <i>Include ZIP Code</i> )	Description of Service Rendered or to be Rendered with Complete Justification	Total Compensation Agreed to be Paid*	Compensation Already Paid
NONE			

\*Enter specific dollar amounts or hourly rates "Unknown." "Undetermined." or other imprecise terms are not sufficient.

8. **SUBSIDIARIES AND AFFILIATES** – (1) List the name and addresses of all entities that are subsidiaries, parent organizations, or affiliates of the applicant. Comment briefly on the relationship between the intermediary and the listed entities.

The Independence Program is a Program of the Three Affiliated Tribes but, operates under its own Loan committee.

9. **PURCHASE AND SALES RELATIONS WITH OTHERS** – Does the intermediary loan to, buy from, sell to or use the services of any business or organization in which an officer, director, or member of the intermediary has a substantial interest?

Yes  No

If "Yes," give names of such officer, director, or member, names of the business or organization and explain the nature of the transaction(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. **RECEIVERSHIP – BANKRUPTCY** – Has the intermediary or affiliate or any officer or director of the intermediary or affiliate ever been in receivership or adjudicated bankrupt?

Yes  No

If "Yes," give names, dates and details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. **DISCLOSURE OF SPECIAL INFORMATION REGARDING PRINCIPALS** – List below the names of any RBS employees who have any present or have had past, direct or indirect, financial interest in or association with the intermediary, or any of its officers, directors or members. When a member, officer, or director, or their spouse is an employee of the U.S. Government, including members of the armed forces, detailed information must be submitted with the application.

NAME AND ADDRESS (Including ZIP Code)	Details of Relationship or Interest
NONE	

12. **MANAGEMENT** – Enter names of (a) all board members, key officers, key hired managers, and directors and their annual compensation, including salaries, fees, withdrawals, deferred compensation, stock options, etc. Elected officials on applications for loans from public bodies are excluded.

(a) Name	(b) Position or Title	(c) Annual Compensation \$
Dennis R. Fox, Jr.	Director	\$50,000 per year
Madeline Grinnell	Finance Officer	\$36,000 per year
Casey Fredericks	Loan Committee	\$50.00 per bus. plan review
Amy Mossett	Loan Committee	\$50.00 per bus. plan review
Bruce Gillette	Loan Committee	\$50.00 per bus. plan review
Maggie Yellow Bird	Loan Committee	\$50.00 per bus. plan review
Jim Wolf	Loan Committee	\$50.00 per bus. plan review
Tex Hall	TAT Bus. C. Chairman	none
Randy Phelan	TAT Bus. C. Vice Ch.	
Austin Gillette	TAT Bus. C. Treas.	
Marcus Wells	TAT Bus. C. Secr.	
<del>Mark Fox</del> <i>merwin hickinson TGH.</i>	TAT Bus. C. Member	
Daylon Spotted Bear	TAT Bus. C. Member	
Malcolm Wolf	TAT Bus. C. Member	

13. **REGULATORY AGENCIES** – List all regulatory agencies (*National, State, or Local*) which supervise or regulate the applicant and explain if there are pending matters with such regulatory agencies. Indicate if permits, licenses or clearances are necessary and their status.

The Independence Program is under the Jurisdiction of the Three Affiliated Tribes and Three Affiliated Tribes Tribal Court System.

14. Is the applicant, or any member, officer, director or other individual or entity directly involved in the operation and management, delinquent on any federal debt?

Yes

No

If "Yes," attach an explanation.

15. What is the service area for your proposed Intermediary Relending Program revolving loan program?

Fort Berthold Indian Reservation in western North Dakota

**WARNING:** Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statement or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both.

Misrepresentation of material facts may also be the basis for denial of credit by the RBS.

CORPORATE SEAL

Attest: [Signature] 2/12/02  
Three Affiliated Tribes Secretary

(Title)

Intermediary Name:

[Signature]  
Chairman of the Three Affiliated Tribes  
Title

Date Signed: February 11, 2002, 19\_\_

Intermediary Contact Person  
Dennis R. Fox, Jr.

610 Main Street, Box 310, New Town, ND 58763  
701-627-2870  
Name  
Address  
Telephone

**Compliance with 1900-D Instruction**

Applicant: Three Affiliated Tribes of the Fort Berthold Indian Reservation

To assure the high standards of honesty, integrity, and impartiality maintained by Rural Development employees, we need to identify any assistance from our Agency to be provided to Rural Development employees, members of their families, known close relatives, or their business or close personal associates. This includes insured and guaranteed loans and grants to individuals and organizations.

I hereby certify, in accordance with 1900-D, that any known relatives or close associates with a Rural Development employee, if any, are listed below:

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Certified this 27<sup>th</sup> day of Dec., 02

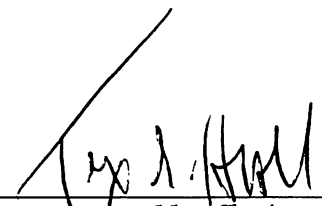
(Signature)

Chairman

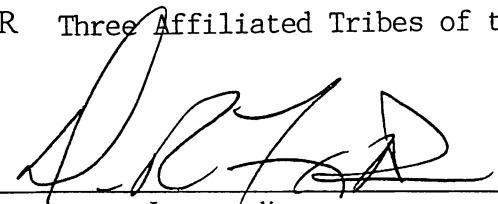
(Title)

**Audit Agreement**

In accordance with RD Instruction 4274-D, Section 4274.343 (a) (6) we understand the following: An annual audit is required by Rural Development. The dates of the audit report period need not necessarily coincide with other reports on the IRP. Audits shall be due 90 days following the audit period. Audits must cover all of the intermediary's activities. Audits will be performed by an independent certified public accountant or by an independent public accountant licensed and certified on or before December 31, 1970, by a regulatory authority of a State or other political subdivision of the United States. An acceptable audit will be performed in accordance with generally accepted auditing standards and include such tests of the accounting records as the auditor considers necessary in order to express an opinion on the financial condition of the intermediary. Rural Development does not require an unqualified audit opinion as a result of the audit. Compilations or reviews do not satisfy the audit requirement.

BY:   
\_\_\_\_\_  
Tex G. Hall, Chairman

FOR Three Affiliated Tribes of the Fort Berthold Indian Reservation

  
\_\_\_\_\_  
Intermediary

12-27-02  
\_\_\_\_\_  
(Date)





Tribes to apply for and accept an IRP loan in the sum not to exceed \$250,000, under the terms as offered by the Federal Government and set forth in the IRP Plan, IRP Loan Agreement, and IRP Pledge and Security Agreement attached hereto and made a part hereof; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Chairman and, if necessary, the Secretary or Treasurer of the Tribal Business Council are hereby authorized, empowered and directed to take all action necessary or appropriate to comply with and execute documents setting the IRP Plan, IRP Loan Agreement, IRP Pledge and Security Agreement and all other written instruments as may be required to evidence and secure said loan, including, but not limited to, the Letter of Intent to Meet Conditions, Request for Obligation of Funds, Representations for Loan and Authorization to File a Financing Statement and Related Documents, and Limited Waiver of Sovereign Immunity; it being expressly understood that all documents shall be subject to legal review and it being also expressly understood that the Limited Waiver of Sovereign Immunity as may be required is subject to final approval by the Tribal Business Council; and

NOW, THEREFORE, BE IT FINALL RESOLVED, that Tribal Business Council, on behalf of the Three Affiliated Tribes, resolves to abide by the terms of said documents and all other written instruments evidencing and securing said Loan.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation, hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum; 7 members were present at a Regular Meeting thereof duly called, noticed, convened and held on the 21<sup>st</sup> day of November 2002; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 7 members, 0 members opposed, 0 abstained, 0 members not voting; and that said Resolution has not been rescinded or amended in any way.

Chairman  Voting  Not Voting  
Dated this 21<sup>st</sup> day of November 2002.

ATTEST:

Randy Phelan  
Executive Secretary, Randy Phelan  
Tribal Business Council

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

**LIMITED WAIVER OF SOVEREIGN IMMUNITY**

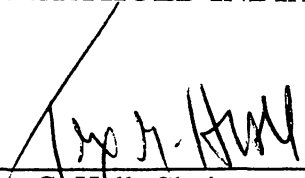
**RE: INTERMEDIARY RELENDING PROGRAM LOAN FOR \$250,000  
ISSUED BY RURAL BUSINESS COOPERATIVE SERVICE, ONE OF THE AGENCIES  
OF THE RURAL DEVELOPMENT MISSION AREA**

The **THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION** (hereafter, "Three Affiliated Tribes") hereby expressly waives its sovereign immunity from suit in any action taken to protect and enforce rights following an Event of Default by the Three Affiliated Tribes in any obligations assumed by the Three Affiliated Tribes in connection with the Intermediary Relending Program Loan for \$250,000 to be issued by the Rural Business Cooperative Service to the Three Affiliated Tribes. Provided, however, that Three Affiliated Tribe's waiver of its sovereign immunity is expressly limited to actions brought to enforce the debts and obligations of the Three Affiliated Tribes pursuant to the Loan Resolution/Security Agreement, Financing Statement, and the Promissory Note. This partial waiver of sovereign immunity shall terminate upon payment in full of Three Affiliated Tribe's obligations under the Promissory Note.

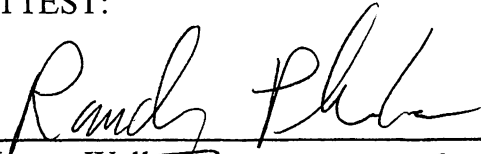
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD INDIAN RESERVATION**

By: \_\_\_\_\_

  
Tex G. Hall, Chairman  
Tribal Business Council

ATTEST:

  
\_\_\_\_\_  
~~Marcus Wells, Jr.~~ RANDY PINCIAN  
Executive Secretary  
Tribal Business Council