



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

**WHEREAS**, Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota (the “Tribe”) is a federally recognized Indian Tribe pursuant to the Indian Reorganization Act of June 18, 1934 (48 stat. 984); and

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

**WHEREAS**, The Tribe’s 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 Tribe and of the enrolled members thereof; and

**WHEREAS**, Section 184 of the Housing and Community Development Act of 1992 (“Section 184”) created a federal program specifically designed to address the lack of mortgage capital in Indian country by authorizing HUD, through its Office of Native American Programs (“ONAP”), to guarantee loans made by private lenders to Native Americans; and

**WHEREAS**, under Title VII of NAHASDA, Section 306(g)(1) of the Federal National Mortgage Association Charter Act was amended to provide that Section 184 loans may be pooled for the purpose of being guaranteed by the Government National Mortgage Association (“GNMA”); and

**WHEREAS**, the Tribe pursuant to the Tribal Constitution, may issue obligations from time to time, in furtherance of an essential public and governmental purpose; and

**WHEREAS**, pursuant to Section 7871(c)(1) and 7871(e) of the Internal Revenue Code of 1986, as amended (the “Code”), and Revenue Procedures 83-87, 84-36 and 84-37, the Tribe is authorized to issue bonds, the interest on which is exempt from federal income taxation; and

**WHEREAS**, the Tribe proposes to issue its HUD Section 184/GNMA Collateralized Revenue Bonds for financing of Tribal Housing Series 2002 in an aggregate principal amount not to exceed \$25,000,000 (the “Bonds”); and

**WHEREAS**, the proceeds of the Bonds will be used for the purpose of financing single family dwelling units for occupancy by tenants who qualify under criteria of the Tribe in geographic areas in which the Tribe is authorized to provide housing; and

**WHEREAS**, there has been presented to this meeting the proposed substantially final forms of the (a) Trust Indenture (the “Indenture”) between the Tribe and National Bank of Arizona, as trustee (the “Trustee”), (b) Origination, Servicing and Administration Agreement (the “Agreement”) by and among the Tribe, the Trustee, Countrywide Home Loans, Inc., as Master Servicer (the “Master Servicer”) and Bank One, N.A. as Lender (the “Lender”), (c) Bond Placement Agreement (the “Placement Agreement”) between the Tribe and U.S. Bancorp Piper



Jaffray Inc. (the “Placement Agent”), (d) Preliminary Offering Statement, (e) Continuing Disclosure Agreement (the “Disclosure Agreement”) among the Tribe and the Trustee, (f) Tax Certificate as to Arbitrage and the Provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986, by the Tribe (the “Tax Certificate”), (g) Master Lease by and between the Tribe and the Fort Berthold Housing Authority (the “Housing Authority”)/(the “Master Lease”), (h) Sublease by and between the Housing Authority and the Tribe (the “Sublease”), (i) Occupancy Agreement (Fee Simple) (the “Fee Occupancy Agreement”) by and between the Tribe and each tenant of a housing unit, (j) Occupancy Agreement (Leasehold) (the “Leasehold Occupancy Agreement”) by and between the Tribal and each tenant of a housing unit, (k) Construction Loan Agreement for Tribal Housing—Phase One (the “Construction Loan Agreement”) by and between the Tribe and the Lender, (l) Construction Contract for Tribal Housing—Phase One (the “Construction Contract”) by and between a contractor to be selected by the Tribe (the “Contractor”) and the Tribe, (m) Individual Loan Mortgage for Tribal Housing (the “Mortgage”) by the Tribe in favor of the Lender, (n) Promissory Note for Tribal Housing Dwelling Unit (Fee) (the “Fee Note”) by the Tribe in favor of the Lender, (o) Individual Loan Leasehold Mortgage for Tribal Housing by the Tribe in favor of the Lender (the “Leasehold Mortgage”), (p) Promissory Note for Tribal Housing Dwelling Unit (Leasehold) by the Tribe in favor of the Lender (the “Leasehold Note”), (q) Maintenance Stipend Policies of the Tribe as established by the Tribe pursuant to Section 8 of the Occupancy Agreement (the foregoing documents (a) through (h) above are hereinafter collectively referred to as the “Tribal Documents”) and the foregoing documents (i) through (q) above are herein after collectively referred to as the “Program Documents”); and

**WHEREAS**, the Tribe has determined that it is in the best interest of the public health, safety and welfare of the Tribe that the Bonds be issued for the purposes described herein;

**NOW THEREFORE BE IT RESOLVED:**

**Section 1.** The Tribal Business Council of the Tribe hereby finds and determines that the issuance and sale of the Bonds pursuant to the terms of the Tribal Documents, and the implementation of the Tribal Housing Program as provided in the Program Documents, is in furtherance of the purposes of the Tribe.

**Section 2.** The Bonds are hereby authorized as revenue bonds to be designated “Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota HUD Section 184/GNMA Collateralized Revenue Bonds (Tribal Housing Program), Series 2002” (the “Bonds”), which shall be issued in an aggregate principal amount not in excess of \$25,000,000. The Bonds shall be in substantially the form set forth in the proposed form of Indenture and will mature on the dates and in the amounts set forth in the Indenture. The Bonds will bear interest at a rate not to exceed 7% per annum.. The Bonds shall be payable and subject to redemption prior to maturity as provided in the Indenture.

**Section 3.** The Bonds shall be payable solely from the revenues received by, or on behalf of, the Tribe pursuant to the Indenture. The Bonds shall not constitute general or moral





obligations of the Tribe, and the full faith and credit of the Tribe is not pledged to the payment of the principal of, premium, if any, or interest on the Bonds. No holder of the Bonds shall have the right to compel the exercise of the taxing power of the Tribe to pay the Bonds or the interest or premium, if any, thereon.

**Section 4.** The Bonds shall not be issued or sold unless and until all agreements, certificates, documents or instruments requiring the execution or consent of the Tribe are in form and substance acceptable to the Tribal Attorney, and the Tribe receives such opinions, certificates or other documents in connection with the Bonds as the Tribal Attorney may deem necessary or appropriate, in form and substance satisfactory to the Tribal Attorney.

**Section 5.** Subject to the terms and conditions set forth in Section 2 hereof, the forms, terms and provision of the Bonds, in the form contained in the Indenture and presented at this meeting are hereby approved, with such insertions, omissions and changes as shall be approved by the Tribal Attorney, the execution of such documents being conclusive evidence of such approval, and the Chairman of the Tribal Business Council and the Secretary of the Tribal Business Council are hereby authorized and directed, subject to the satisfaction of Section 4 hereof, for and on behalf of the Tribe to sign and countersign the Bonds. The signatures of the Chairman of the Tribal Business Council and Secretary of the Tribal Business Council on the Bonds may be by facsimile.

**Section 6.** Subject to the terms and conditions set forth in Section 2 hereof, the forms, terms and provisions of the Tribal Documents in the forms of such documents presented at this meeting are hereby approved, with such insertions, omissions and changes as shall be approved by the Tribal Attorney, the execution of said documents being conclusive evidence of such approval, and the Chairman of the Tribal Business Council and the Secretary of the Tribal Business Council are hereby authorized and directed, for and on behalf of the Tribe, to sign and attest the Tribal Documents.

**Section 7.** Subject to the terms and conditions set forth in Section 2 hereof, the forms, terms and provisions of the Program Documents are hereby approved, with such insertions, omissions and changes as shall be approved by the Tribal Attorney, the execution of such Program Documents being conclusive evidence of such approval, and the Chairman of the Tribal Business Council is hereby authorized and directed, for and on behalf of the Tribe, to execute and deliver Program Documents from time to time as necessary to implement the Tribal Housing Program.

**Section 8.** The Chairman and Secretary of the Tribal Business Council of the Tribe are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and by the Tribal Documents, including without limitation, the execution and delivery of the closing and any other documents reasonably necessary or required to be delivered in connection with the execution and delivery of the Tribal Documents or the Program Documents.



**Section 9.** (A)(i) In consideration of the purchase of the Bonds by the Initial Purchaser and of retaining the exclusion from gross income for federal income taxes of the interest income on the Bonds, the Tribe covenants, and the appropriate officials of the Tribe are hereby directed, to take all action required, or to refrain from taking any action prohibited, by the Code, which would adversely affect in any respect such exclusion. To that end the Tribe will take no action which would, including, particularly, but not by way of limitation, (1) cause the Bonds to be a “private activity bond” within the meaning of the Code (Section 141(a) of the Code), (2) cause the Bonds to be an “arbitrage bond” within the meaning of the Code (Section 148(a) of the Code), or (3) cause the Bonds to be “federally guaranteed” within the meaning of the Code (Section 149(b) of the Code). Moreover, the Tribe will (1) comply with the provisions of the Code relating to rebate (Section 148(f) of the Code), (2) make the required information filing pursuant to the Code (Section 149(e) of the Code), and (3) do all other things necessary to preserve the tax-exempt status of the interest income of the Bonds.

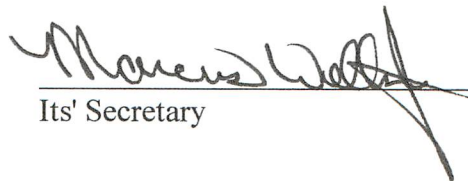
(ii) The Bonds are part of an issue substantially all of the proceeds of which are to be used in the exercise of essential governmental functions of the Tribe, being functions which are customarily performed by state and local governments with general taxing power.

(B) The Tribal Business Council further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code.

**Section 10.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

**Section 11.** All ordinances, resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any ordinance or resolution or any part thereof.

THREE AFFILIATED TRIBES OF THE FORT  
BERTHOLD RESERVATION, NORTH  
DAKOTA



---

Its' Secretary





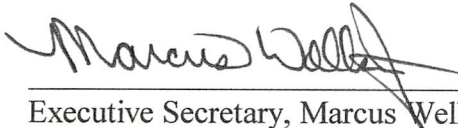
CERTIFICATION

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 who five (5) constitute a quorum, 5 were present at a Special Meeting thereof duly called, noticed, convened and held on the 13<sup>th</sup> day of May, 2002, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 1 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman  Voting.  Not Voting.

Dated this 13<sup>th</sup> day of May, 2002.

ATTEST:

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

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