



Resolution # 04-047-RP

**RESOLUTION OF THE TRIBAL BUSINESS COUNCIL OF
THE THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD RESERVATION APPROVING LOAN, WITHDRAWAL OF TRUST
FUND MONEYS FOR RESERVE ACCOUNT THEREFOR AND ASSIGNMENT OF
TRUST FUND INTEREST AS SECURITY**

WHEREAS, This Nation has 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, Public Law 102-575, entitled "Three Affiliated Tribes and Standing Rock Sioux Tribe Equitable Compensation Act," as amended (the "Act"), established the "Three Affiliated Tribes Economic Recovery Fund" (the "Trust Fund") in the United States Treasury and required a percentage of receipts by the Eastern Division of the Pick-Sloan Missouri River Basin Project described in the Act to be deposited into the Trust Fund, resulting in the sum of \$149,200,000 being initially deposited into the Trust Fund; and

WHEREAS, Under the Act, the United States Secretary of the Interior (the "Secretary") is required to deposit the interest that accrues on deposits to the Trust Fund ("Trust Interest") in a separate account in the United States Treasury (the "Trust Interest Account"); and such interest is declared to be available, without fiscal year limitation, for use by the Secretary to make payments to the Tribe for educational, social welfare, economic development, and other programs, subject to the approval of the Secretary; provided that no part of the principal of the Trust Fund is available for making such payments, and no part of any moneys in the Trust Fund may be distributed to any member of the Tribe on a per capita basis; the Office of the Special Trustee for American Indians within the federal Department of the Interior ("OST") is charged with overseeing the Trust Fund; and

WHEREAS, Pursuant to authorization from the Tribal Business Council, in May 2002 the Tribe borrowed \$9,503,000 from Marshall Investments Corporation ("Marshall"), as lender, bearing an interest rate, plus servicing fee, totaling 5.6% (the "Tax-Exempt 2002 Loan"), under terms authorizing the lender to submit requests to the Office of Trust Fund Management (located within the OST and responsible for investing amounts in the Trust Fund) to pay from Trust Interest

any deficiencies in loan payments from the Tribe; and

WHEREAS, Under the terms of the Tax-Exempt 2002 Loan, among other things, the Tribe is required to maintain in the Trust Interest Account an amount at least equal to all scheduled debt service due on all tribal debt having a claim against Trust Interest (the "Interest Retention Requirement"); and

WHEREAS, The Tribal Business Council has determined that it would be in the best interests of the Tribe to eliminate the Interest Retention Requirement to permit greater financial flexibility; and

WHEREAS, Marshall has submitted the following proposal (the "Refinancing Proposal") to arrange a refinancing loan (the "Refinancing Loan") to repay the Tax-Exempt 2002 Loan and financing transaction costs on terms that will provide an economic savings to the Tribe and at the same time eliminate the Interest Retention Requirement and that would include the following general terms:

- (i) the amount of the Refinancing Loan would (i) be in a total amount of approximately \$9,565,088; (ii) bear interest excludable from gross income for federal income tax purposes at the market rate then prevailing at closing (currently 4.85%), and (iii) require principal to be repaid in approximately 60 monthly payments of principal and interest based upon a 180 month amortization schedule; the terms of the Refinancing Loan would be set forth in a loan agreement (the "Loan Agreement"), and the Tribe's obligation to pay principal and interest on the Refinancing Loan would be evidenced by one or more promissory notes (collectively, the "Note");
- (ii) the payment obligation of the Tribe under the Refinancing Loan would be secured by the full faith and credit of the Tribe (but with no recourse as against revenues of the Four Bears Casino & Lodge that are required to pay debt secured by such revenues and certain other related "Protected Assets");
- (iv) the Refinancing Loan would be created as "Trust Asset Recourse Debt" as defined in a certain Collection and Reserve Account Agreement dated June 27, 2003 (as amended and supplemented, the "Reserve Account Agreement"), which was previously entered into by the Tribe and First National Bank and Trust Co. of Williston (the "Lenders' Agent") in connection with prior financings of the Tribe; therefore the Refinancing Loan would be secured by a "Reserve Account" created pursuant to the Reserve Account that on or before the closing of the Refinancing Loan would be funded by a withdrawal of Trust Interest in an amount equal to twice the largest scheduled monthly payment of principal and interest on the Refinancing Loan (the "Reserve Account Funding Withdrawal");
- (v) the Tribe would also enter into an assignment agreement between the Tribe, Lender and First National Bank and Lender's Agent (the "Assignment Agreement"), pursuant to which (A) the Tribe will agree to

secure the payment of scheduled monthly debt service due on or before the maturity date of the Refinancing Loan (and if the Refinancing Loan is not repaid in full on the maturity date, thereafter until all principal and interest on the Refinancing Loan are paid in full) by an irrevocable assignment of Trust Interest (“Assigned Trust Interest”); provided, however, the Assigned Interest will not additionally secure the payment of the “balloon payment” due on the maturity date and in no event shall Trust Income withdrawn in any year ever exceed the scheduled annual principal and interest payments due on the Refinancing Loan in such year; and (B) if amounts in the Reserve Account for the Refinancing Loan are withdrawn to pay any scheduled monthly debt service due on the Refinancing Loan, the Lender’s Agent will be irrevocably authorized to request the OST to pay to Lender’s Agent an amount of Assigned Trust Interest sufficient to restore the withdrawal (a “Restoration Payment Request”); and

(vi) to ensure that the foregoing assignment of Assigned Trust Interest and implement the authorization to Lenders’ Agent to request withdrawals of Assigned Trust Interest to restore withdrawals from the Reserve Account, the Tribe would enter into an agreement with the OST (the “Instructions and Agreement for Payments”), pursuant to which the Tribe would irrevocably instruct the OST to comply with Restoration Payment Requests submitted by Lenders’ Agent, regardless of any change in the membership of the Tribal Business Council or any law of the Tribe; and

(vii) the Tribe would also complete, execute and submit to the BIA and the OST such instruments or documents required for irrevocably effectuating the Reserve Account Funding Withdrawal and all withdrawals of Assigned Trust Interest requested pursuant to a Restoration Payment Request, including federal forms 1034 (the “Withdrawal Documents”);and

NOW, THEREFORE, BE IT RESOLVED, by the Tribal Business Council of the Three Affiliated Tribes as follows:

Section 1. Approval and Authorizations

- 1.1 The Tribal Business Council hereby determines that the proposed actions described above are in the public interest and promote the welfare of the Tribe.
- 1.2 The Tribal Business Council hereby approves the Refinancing Loan and the terms of Refinancing Proposal, including the irrevocable assignment of Assigned Trust Interest, the Reserve Account Funding Withdrawal (and the deposit of Trust Interest so withdrawn into the Reserve Account), and the Tribe’s execution, delivery and performance of all Withdrawal Documents, a Loan Agreement, Note, Assignment Agreement, Instructions and Agreement as to Payments, and all other agreements, instruments or other documents reasonably necessary to effect the Refinancing Proposal (the “Loan Documents”) all in such forms as shall be approved by an Authorized Representative (defined below) and

legal counsel for the Tribe, which approvals shall be deemed to have been conclusively given upon the execution of the Loan Documents by an Authorized Representative.

- 1.3 The Chairman, Secretary, and Treasurer of the Tribe, together with any other person who under the laws of the Tribe are permitted to act on behalf of the Tribe in the event of the absence or incapacity of the Chairman, Secretary or Treasurer (each, an "Authorized Representative") are hereby authorized and directed to execute the Loan Documents, and to execute such other documents and take such actions as are required or desirable to effect the purposes of this Resolution.

Section 2. Limited Waiver of Sovereign Immunity; Jurisdiction and Arbitration. Provisions in the Loan Documents relating to the following matters are hereby expressly authorized, approved and adopted as the law of the Tribe with respect to the Refinancing Loan; so long such provisions substantially comply with the terms set forth in EXHIBIT A attached hereto, including those related to:

- 2.1 The choice of governing laws, the limited waivers of sovereign immunity, the consents to jurisdiction and waivers of the doctrines of abstention and exhaustion of tribal remedies; and
- 2.2 The obligation to resolve disputes related to the Refinancing Loan by binding arbitration.

Section 3. Miscellaneous Matters.

- 3.1 Any resolutions or other actions of the Tribal Business Council or of the Tribal Executive Committee, including any prior resolutions that are in conflict with or inconsistent with the terms of this Resolution are hereby to such extent repealed and annulled. This Resolution shall supersede any prior or currently existing resolutions or other actions of the Tribal Business Council or Tribal Executive Committee that are contrary to the actions authorized or contemplated herein or in a Loan Document.
- 3.2 If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected.



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C. Tom Shels*

Resolution # 04-047-RP

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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, Public Law 102-575, entitled "Three Affiliated Tribes and Standing Rock Sioux Tribe Equitable Compensation Act," as amended (the "Act"), established the "Three Affiliated Tribes Economic Recovery Fund" (the "Trust Fund") in the United States Treasury and required a percentage of receipts by the Eastern Division of the Pick-Sloan Missouri River Basin Project described in the Act to be deposited into the Trust Fund, resulting in the sum of \$149,200,000 being initially deposited into the Trust Fund; and

WHEREAS, Under the Act, the United States Secretary of the Interior (the "Secretary") is required to deposit the interest that accrues on deposits to the Trust Fund ("Trust Interest") in a separate account in the United States Treasury (the "Trust Interest Account"); and such interest is declared to be available, without fiscal year limitation, for use by the Secretary to make payments to the Tribe for educational, social welfare, economic development, and other programs, subject to the approval of the Secretary; provided that no part of the principal of the Trust Fund is available for making such payments, and no part of any moneys in the Trust Fund may be distributed to any member of the Tribe on a per capita basis; the Office of the Special Trustee for American Indians within the federal Department of the Interior ("OST") is charged with overseeing the Trust Fund; and

WHEREAS, Pursuant to authorization from the Tribal Business Council, in May 2002 the Tribe borrowed \$9,503,000 from Marshall Investments Corporation ("Marshall"), as lender, bearing an interest rate, plus servicing fee, totaling 5.6% (the "Tax-Exempt 2002 Loan"), under terms authorizing the lender to submit requests to the Office of Trust Fund Management (located within the OST and responsible for investing amounts in the Trust Fund) to pay from Trust Interest

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any deficiencies in loan payments from the Tribe; and

WHEREAS, Under the terms of the Tax-Exempt 2002 Loan, among other things, the Tribe is required to maintain in the Trust Interest Account an amount at least equal to all scheduled debt service due on all tribal debt having a claim against Trust Interest (the "Interest Retention Requirement"); and

WHEREAS, The Tribal Business Council has determined that it would be in the best interests of the Tribe to eliminate the Interest Retention Requirement to permit greater financial flexibility; and

WHEREAS, Marshall has submitted the following proposal (the "Refinancing Proposal") to arrange a refinancing loan (the "Refinancing Loan") to repay the Tax-Exempt 2002 Loan and financing transaction costs on terms that will provide an economic savings to the Tribe and at the same time eliminate the Interest Retention Requirement and that would include the following general terms:

- (i) the amount of the Refinancing Loan would (i) be in a total amount of approximately \$9,565,088; (ii) bear interest excludable from gross income for federal income tax purposes at the market rate then prevailing at closing (currently 4.85%), and (iii) require principal to be repaid in approximately 60 monthly payments of principal and interest based upon a 180 month amortization schedule; the terms of the Refinancing Loan would be set forth in a loan agreement (the "Loan Agreement"), and the Tribe's obligation to pay principal and interest on the Refinancing Loan would be evidenced by one or more promissory notes (collectively, the "Note");
- (ii) the payment obligation of the Tribe under the Refinancing Loan would be secured by the full faith and credit of the Tribe (but with no recourse as against revenues of the Four Bears Casino & Lodge that are required to pay debt secured by such revenues and certain other related "Protected Assets");
- (iv) the Refinancing Loan would be created as "Trust Asset Recourse Debt" as defined in a certain Collection and Reserve Account Agreement dated June 27, 2003 (as amended and supplemented, the "Reserve Agreement"), which was previously entered into by the Tribe and First National Bank and Trust Co. of Williston (the "Lenders' Agent") in connection with prior financings of the Tribe; therefore the Refinancing Loan would be secured by a "Reserve Account" created pursuant to the Reserve Account that on or before the closing of the Refinancing Loan would be funded by a withdrawal of Trust Interest in an amount equal to twice the largest scheduled monthly payment of principal and interest on the Refinancing Loan (the "Reserve Account Funding Withdrawal");
- (v) the Tribe would also enter into an assignment agreement between the Tribe, Lender and First National Bank and Lender's Agent (the "Assignment Agreement"), pursuant to which (A) the Tribe will agree to

secure the payment of scheduled monthly debt service due on or before the maturity date of the Refinancing Loan (and if the Refinancing Loan is not repaid in full on the maturity date, thereafter until all principal and interest on the Refinancing Loan are paid in full) by an irrevocable assignment of Trust Interest (“Assigned Trust Interest”); provided, however, the Assigned Interest will not additionally secure the payment of the “balloon payment” due on the maturity date and in no event shall Trust Income withdrawn in any year ever exceed the scheduled annual principal and interest payments due on the Refinancing Loan in such year; and (B) if amounts in the Reserve Account for the Refinancing Loan are withdrawn to pay any scheduled monthly debt service due on the Refinancing Loan, the Lender’s Agent will be irrevocably authorized to request the OST to pay to Lender’s Agent an amount of Assigned Trust Interest sufficient to restore the withdrawal (a “Restoration Payment Request”); and

(vi) to ensure that the foregoing assignment of Assigned Trust Interest and implement the authorization to Lenders’ Agent to request withdrawals of Assigned Trust Interest to restore withdrawals from the Reserve Account, the Tribe would enter into an agreement with the OST (the “Instructions and Agreement for Payments”), pursuant to which the Tribe would irrevocably instruct the OST to comply with Restoration Payment Requests submitted by Lenders’ Agent, regardless of any change in the membership of the Tribal Business Council or any law of the Tribe; and

(vii) the Tribe would also complete, execute and submit to the BIA and the OST such instruments or documents required for irrevocably effectuating the Reserve Account Funding Withdrawal and all withdrawals of Assigned Trust Interest requested pursuant to a Restoration Payment Request, including federal forms 1034 (the “Withdrawal Documents”);and

NOW, THEREFORE, BE IT RESOLVED, by the Tribal Business Council of the Three Affiliated Tribes as follows:

Section 1. Approval and Authorizations

- 1.1 The Tribal Business Council hereby determines that the proposed actions described above are in the public interest and promote the welfare of the Tribe.
- 1.2 The Tribal Business Council hereby approves the Refinancing Loan and the terms of Refinancing Proposal, including the irrevocable assignment of Assigned Trust Interest, the Reserve Account Funding Withdrawal (and the deposit of Trust Interest so withdrawn into the Reserve Account), and the Tribe’s execution, delivery and performance of all Withdrawal Documents, a Loan Agreement, Note, Assignment Agreement, Instructions and Agreement as to Payments, and all other agreements, instruments or other documents reasonably necessary to effect the Refinancing Proposal (the “Loan Documents”) all in such forms as shall be approved by an Authorized Representative (defined below) and

legal counsel for the Tribe, which approvals shall be deemed to have been conclusively given upon the execution of the Loan Documents by an Authorized Representative.

- 1.3 The Chairman, Secretary, and Treasurer of the Tribe, together with any other person who under the laws of the Tribe are permitted to act on behalf of the Tribe in the event of the absence or incapacity of the Chairman, Secretary or Treasurer (each, an "Authorized Representative") are hereby authorized and directed to execute the Loan Documents, and to execute such other documents and take such actions as are required or desirable to effect the purposes of this Resolution.

Section 2. Limited Waiver of Sovereign Immunity; Jurisdiction and Arbitration. Provisions in the Loan Documents relating to the following matters are hereby expressly authorized, approved and adopted as the law of the Tribe with respect to the Refinancing Loan; so long such provisions substantially comply with the terms set forth in EXHIBIT A attached hereto, including those related to:

- 2.1 The choice of governing laws, the limited waivers of sovereign immunity, the consents to jurisdiction and waivers of the doctrines of abstention and exhaustion of tribal remedies; and
- 2.2 The obligation to resolve disputes related to the Refinancing Loan by binding arbitration.

Section 3. Miscellaneous Matters.

- 3.1 Any resolutions or other actions of the Tribal Business Council or of the Tribal Executive Committee, including any prior resolutions that are in conflict with or inconsistent with the terms of this Resolution are hereby to such extent repealed and annulled. This Resolution shall supersede any prior or currently existing resolutions or other actions of the Tribal Business Council or Tribal Executive Committee that are contrary to the actions authorized or contemplated herein or in a Loan Document.
- 3.2 If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected.

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 8 day of April, 2004; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 8 day of April , 2004.

Secretary, Tribal Business Council

ATTEST:

Tex G. Hall
Chairman, Tribal Business Council

EXHIBIT A
CERTAIN LEGAL PROVISIONS

0.1. Governing Law and Construction. 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 Lender. The Tribe acknowledges the Lender has relied upon them in entering into the Loan Documents.

0.2. Limited Waiver of Sovereign Immunity. Nothing in this Loan 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 suit is only as to arbitration and to court action initiated consistent with the Loan Documents, provided that no recourse for the enforcement of remedies for a breach of the Loan Agreement shall be available as against Protected Assets. The Tribe expressly submits to and consents to the court jurisdictions as described in Section 8.27, including as provided in such Section the jurisdiction of the Tribal Court of The Three Affiliated the 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.

0.3. Arbitration. Any dispute, claim or controversy arising out of or relating to this Loan Agreement or any Loan Document, or the breach thereof, or the making of this Loan Agreement or any Loan Document, including claims of fraud in the inducement (hereinafter referred to as the "Financing Disputes"), shall be settled by arbitration under the rules of commercial arbitration of the American Arbitration Association (the "AAA") and Title 9 of the U.S. Code, as modified by this Section.

Any party may, by written notice to the other parties after such a controversy has arisen hereunder, appoint one arbitrator. The other parties to the controversy shall, by written notice, within twenty (20) days after the receipt of such notice by the first party, appoint a second arbitrator, and in default of such appointment the first arbitrator appointed shall be the sole arbitrator. When two (2) arbitrators have been appointed as hereinabove provided, they shall, if

possible, agree on a third arbitrator who shall be appointed by written notice signed by both of them within thirty (30) days thereafter with a copy mailed to each party hereto within ten (10) days after such appointment; provided that if the two arbitrators cannot agree upon a third, they shall apply to the AAA for such appointment.

No arbitrator shall be related to or affiliated with, or shall have represented in a legal capacity any party hereto. The arbitrators shall apply the governing law specified in Section 8.25, and shall follow such rules of discovery and evidence as the United States District Court for the State of North Dakota would apply. Within sixty (60) days of commencement of the arbitration actions, and after receiving evidence and hearing witnesses, if any, the arbitrators shall render their award, accompanied by findings of fact and a statement of reasons for the decision. The arbitrators shall have the authority to award in connection with a Financing Dispute any remedy or relief that a court or competent jurisdiction could order or grant, including, without limitation, equitable remedies, specific performance of any obligation created under this Loan Agreement, the issuance of an injunction. The award of the majority of the arbitrators shall be conclusive and binding upon the parties. Any award rendered therein may be entered in and/or enforced in Tribal Court, or if such court shall not have jurisdiction or shall otherwise fail to timely act in the United States District Court of the State of North Dakota (or any federal appellate court), or if such Court shall not have jurisdiction or shall otherwise fail to timely act, in any other court of competent jurisdiction. Any review of the arbitration decision and award shall be limited to enforcement of the decision and award and the findings of the arbitrator(s) shall not be re-litigated. The parties further acknowledge and agree that any party may apply to the Tribal Court of the Tribe in the first instance and, after seeking relief from such Tribal Court, to the United States District Court for the State of North Dakota, and seek injunctive relief so as to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved. Each of the parties hereby agrees that this arbitration provision is valid and enforceable and therefore waives any defense or assertion to the contrary.

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Any party may, by written notice to the other parties after such a controversy has arisen hereunder, appoint one arbitrator. The other parties to the controversy shall, by written notice, within twenty (20) days after the receipt of such notice by the first party, appoint a second arbitrator, and in default of such appointment the first arbitrator appointed shall be the sole arbitrator. When two (2) arbitrators have been appointed as hereinabove provided, they shall, if

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No arbitrator shall be related to or affiliated with, or shall have represented in a legal capacity any party hereto. The arbitrators shall apply the governing law specified in Section 8.25, and shall follow such rules of discovery and evidence as the United States District Court for the State of North Dakota would apply. Within sixty (60) days of commencement of the arbitration actions, and after receiving evidence and hearing witnesses, if any, the arbitrators shall render their award, accompanied by findings of fact and a statement of reasons for the decision. The arbitrators shall have the authority to award in connection with a Financing Dispute any remedy or relief that a court or competent jurisdiction could order or grant, including, without limitation, equitable remedies, specific performance of any obligation created under this Loan Agreement, the issuance of an injunction. The award of the majority of the arbitrators shall be conclusive and binding upon the parties. Any award rendered therein may be entered in and/or enforced in Tribal Court, or if such court shall not have jurisdiction or shall otherwise fail to timely act in the United States District Court of the State of North Dakota (or any federal appellate court), or if such Court shall not have jurisdiction or shall otherwise fail to timely act, in any other court of competent jurisdiction. Any review of the arbitration decision and award shall be limited to enforcement of the decision and award and the findings of the arbitrator(s) shall not be re-litigated. The parties further acknowledge and agree that any party may apply to the Tribal Court of the Tribe in the first instance and, after seeking relief from such Tribal Court, to the United States District Court for the State of North Dakota, and seek injunctive relief so as to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved. Each of the parties hereby agrees that this arbitration provision is valid and enforceable and therefore waives any defense or assertion to the contrary.

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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 8 day of April, 2004; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 8th day of April , 2004.

Secretary, Tribal Business Council

ATTEST:

Tex G. Hall
Chairman, Tribal Business Council