



**RESOLUTION OF THE TRIBAL BUSINESS COUNCIL OF
THE THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD RESERVATION**

A Resolution entitled "Authorization for OTFM to Transfer the \$ 6,500,000 to Bremer Bank."

WHEREAS, This Nation has accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, Article VI, Sections 3, 5(a), 5(c), and 5(j) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council shall have the power to manage the economic affairs of the Three Affiliated Tribes and to administer funds within the exclusive control of the Tribes and thereby has the power to borrow funds that are necessary for the Tribe to continue exercising all of the powers of government; and

WHEREAS, The Tribal Business Council finds that the revenues of the Tribe do not always coincide with expenditures and that revenues owed or coming to the Tribe might not be received by the Tribe at the same pace as Tribal expenses become due; and

WHEREAS, The Tribal Business Council further finds that it would be prudent and a good business practice to obtain a line of credit of up to \$ 6,500,000 from Bremer Bank to be utilized by the Tribe for general governmental purposes in order to bridge the gap between the payment of expenses and the receipt of revenues; and

WHEREAS, Bremer Bank has indicated that it is willing to extend a \$6.5 million line of credit to the Tribe provided said line of credit is secured by deposits with said bank; and

WHEREAS, The Tribal Business Council has already resolved to transfer \$6,500,000 from the Interest Earnings from the Economic Recovery Fund to Bremer Bank to secure a revolving line of credit; and

WHEREAS, The Tribal Business Council has determined that obtaining a revolving line of credit is in the best interests of the Tribe and is necessary to sustain the stable operation of the Tribal government; and

WHEREAS, The Tribal Business Council desires to secure the revolving line of credit from Bank provided that it is willing provide the Tribe the most competitive rates.

NOW, THEREFORE, BE IT RESOLVED, by the Tribal Business Council of the Three that Affiliated Tribes authorizes OTFM to transfer the \$6.5 million to Bremer Bank.



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EXHIBIT A

CERTAIN LEGAL PROVISIONS

0.1. Governing Law and Construction. The Loan Documents applicable to the Tribe 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 Documents; 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, and provided further, provided that no recourse for the enforcement of remedies for a breach of the Note or this Loan Agreement shall be available except as against Assignment Payments. The Tribe expressly submits to and consents to the court jurisdictions as described in the loan documents, 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.

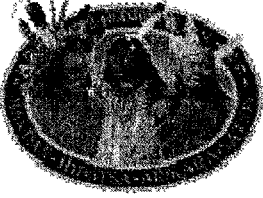
0.3. Arbitration. Any dispute, claim or controversy arising out of or relating to this Loan Agreement or any Loan Document, or the breach thereof, or the making of this Loan Agreement or any Loan Document, including claims of fraud in the inducement (hereinafter referred to as the "Financing Disputes"), 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

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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 of 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.



**THREE AFFILIATED TRIBES
TRIBAL BUSINESS COUNCIL
SPECIAL MEETING NO. 06-06-VJB
December 4, 2006**

1. CALL TO ORDER:

Chairman Marcus Wells, calls meeting to order 11:05 a.m.

2. OPENING PRAYER:

Brandon Hand opening prayer

3. ROLL CALL:

Members present: Councilman Nathan Hale, Chairman Marcus Wells, Councilman Malcolm Wolf, Councilman Mervin Packineau, Councilwoman Judy Brugh, Councilman Frank Whitecalfe, Councilman Barry Benson

4. APPROVAL OF THE AGENDA:

Chairman Marcus Wells moved for approval of agenda as amended, Councilman Packineau seconded motion.

A. FY 2007 Budget-Update from CFO, Brandon Hand

- Management Budget Team
- CD's
- Freeze on travel
- Status on various Programs

B. Addendum for OTF:

C. Board of appts. For Twin Buttes Segment-Barry Benson #06- -VJB

D. Boys and Girls Club-Mervin Packineau-

VOTE: 7 ayes: motion carried

B. FY 2007 Budget: Austin Gillette is present, Steve Kelly present 11:41 a.m.

Brandon Hand see attachment letter:

Councilman Hale moved to approve the letter to OST-Jim James: Councilman Whitecalfe seconded the motion.

VOTE: 7 ayes, motion carried.

Chairman Marcus Wells Jr., moved for approval #06-16-VJB resolution "Utilizing Bremer Bank". Councilman Whitecalfe seconded the motion.

VOTE: 6 ayes, motion carried

Councilman Packineau, moved to approval on freeze on travel, additional hiring other than those advertised at this time, and pay increases until February 2007 on the general fund side. Motion seconded by Councilman Hale.

VOTE: 7 ayes, motion carried.

Chairman Wells moved to approve CEDS non-profit program to assist tribal enrolled members that are blind, from a grant to purchase canes, contact person Roger Bird Bear - Councilman Hale seconded the motion.

VOTE: 7 ayes, motion carried

Steve Kelly, concerns resolution on 401k and 403B \$60,000 the use of the money is temporary, permission to call banks on these loans, they would work with us to consolidate these roughly \$500,000 in loans. (40-50 employees)
Councilman Whitecalfe moved to approve Steve Kelly to have authority to investigate, until next special mtg. 12/11/06 for discussion. Councilman Packineau seconded the motion.

VOTE: 6 ayes, motion carried

C. Board of appointments for Twin Buttes Segment Barry Benson#06- -VJB.

Councilman Benson, some discrepancies; requested to move/discuss at the next meeting.

D. Boys and Girls Club Smokey Myrick, Kenny Wells request- Kenny Wells opening statements on background of Club.

Councilman Packineau moved to approve \$2,140.00 for reimbursement of 13 train tickets, Seconded by Councilman Wolf

Discussion: Councilman Whitecalfe noted, will make check to that individual who covered that amount on their credit card to reimburse for the train tickets in the next two weeks.

VOTE: 6 ayes, motion carried.

Councilman Whitecalfe moved to approve to pay \$3,090.00 in notes for tribal pick-ups sitting at the bank. Seconded by Councilwoman Brugh

VOTE: 6 ayes, motion carried.

Chairwoman Brugh, moved to approve a loan of \$900.00 for travel expenses for Nuelly Heart to return to his employment, Councilman Packineau seconded motion.

VOTE: 5 ayes-0 nays-1 abstention-0 not voting; motion carried

2.ADJOURNMENT:

Councilman Hale 1:00 P.M.

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 _____ were present at the _____ Meeting there of duly called, noticed, convened and held on the _____ day of _____, 2006; that the foregoing Minutes were duly adopted at such meeting by the affirmative vote of _____ members; _____ members opposed; _____ members abstained; _____ members not voting.

Chairman [] Voting. [] Not voting.

Dated this _____ day of _____ 2007.

ATTEST:

Executive Secretary, V. Judy Brugh
Tribal Business Council,
Three Affiliated Tribes

Tribal Chairman, Marcus D. Wells Jr.
Tribal Business Council,
Three Affiliated Tribes



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, 6 were present at a Special TBC Meeting thereof duly called, noticed, convened and held on the 4th day of December, 2006, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 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 4th day of December, 2006.

ATTEST:

Chairman, Tex G. Hall
Tribal Business Council

Executive Secretary, Nathan Hale
Tribal Business Council

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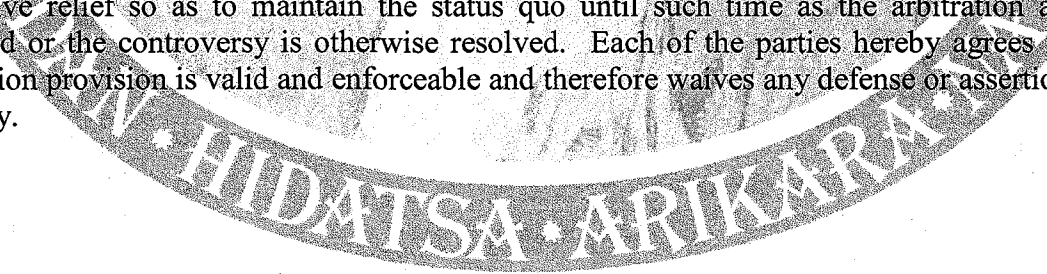


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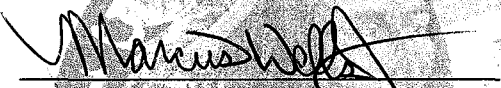
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Chairman Voting. Not Voting.

Dated this 4th day of December, 2006.

ATTEST:



Chairman, Marcus Wells Jr.
Tribal Business Council



Executive Secretary, V. Judy Brugh
Tribal Business Council

