



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

A Resolution entitled "Acknowledgement of Interim Non-Tribal Loan and Approval of Financing with Bank Related to Gaming Operations on Leased Site"

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, Pursuant to a Participating Lease dated as of December 9th 2002, between the Tribe and Dale Little Soldier D/B/A Lake Sacagawea & Associates ("Lessor"), approved by the United States Department of the Interior on January 9, 2003, and recorded in the Land Title and Records Office of the Bureau of Indian Affairs (the "Lease"), Lessor has leased to the Tribe certain "Site I Premises" described therein located on the "Premises" defined therein that are held in trust for the benefit of Lessor located within the Tribe's reservation; and

WHEREAS, By Resolution No. 05-138, the Tribal Business Council re-affirmed the Tribe's commitment to a plan for development of a casino on the Premises; and

WHEREAS, Lessor proposes to construct gaming and related facilities (the "New Facilities") on the Premises, with the Site I Premises being leased to the Tribe for operation of a gaming business; and

WHEREAS, Lessor has approached BankFirst, a South Dakota bank (including any participants, successors or assigns, the "Bank"), to provide one or more loans (collectively, the "Loans") to finance the development, design, construction and equipping, opening and transaction costs of the New Facilities (the "Project"), and Lessor has received a proposal from BankFirst for the Loans in the form attached hereto as EXHIBIT A (the "Financing Proposal"), which does not require the Tribe to incur any liabilities or obligations except those for which recourse is limited to the assets or revenues of the New Facility (to the extent consistent with law and the Tribe's gaming compact with the State of North Dakota (the "Compact")); and

WHEREAS, Lessor has also requested a loan of up to approximately \$400,000 from the Bank to fund certain preliminary costs associated with the Project (the "Interim Non-Tribal Loan"), and the Bank has conditioned its willingness to fund the Interim Non-Tribal Loan on the Tribal Business Council's acknowledgement of the Interim Non-Tribal Loan and formal approval of the Financing Proposal; and

WHEREAS, Consistent with a written authorization dated January 3, 2006, the Tribal Business Council desires to authorize Daylon Spotted Bear to act for the Tribe in connection with the Project as herein provided; and

WHEREAS, The Tribal Business Council further desires to confirm its understanding as to negotiating a buy-out of Lessor's interest in the Premises (which is not a condition to any approval granted herein) (the "Buy-Out"); and

WHEREAS, The Tribe has previously engaged Marquette Advisors to prepare a market study of the New Facilities, and Lessor has requested the right to utilize the services of Marquette Advisors to obtain and update to that study (the "Market Study Update"); and

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

Section 1. Approval and Authorizations

1.1 The Tribal Business Council hereby determines that the foregoing proposed actions are in the public interest and promote the welfare of the Tribe.

1.2 The Tribal Business Council hereby approves the Financing Proposal and the Tribe's execution, delivery and performance of any loan agreements, depository agreements, security agreements, assignment agreements and any other related documents reasonably necessary to effect the Financing Proposal and to which the Tribe is a party (the "Loan Documents") in such forms as are approved by an Authorized Representative (defined below) and legal counsel for the Tribe, which approval with respect to any Loan Document shall be deemed to have been conclusively given upon the execution of the Loan Document 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.

1.4 Subject to the foregoing authorization, Daylon Spotted Bear is hereby authorized as a representative of the Tribe to deal with all matters relating to the Lease and the Project not otherwise requiring further action of this Tribal Council.

1.5 Lessor is hereby authorized to obtain at Lessor's expense the Market Study Update.

Section 2. Waiver of Sovereign Immunity, Etc. 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 Loans; so long such provisions substantially consistent with other agreements entered into between the Tribe and the Bank.

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; provided that no enforcement as against the Tribe of any provision of a Loan Document shall be available except as against assets or revenues of the New Facilities (and then only to the extent allowed by federal law the Compact); and

2.2 The obligation to resolve disputes related to the Loans by binding arbitration.

Section 3. Understanding as to Buy-Out. It shall be a condition to entering into the Loan Documents or the commencement of the term of the Lease that, following the closing on the Loan, the Lessor and the Tribe will each in good faith negotiate to reach mutually agreeable terms whereby after seven years of operation of the New Facilities, at the Tribe's option, the Tribe could acquire all of Lessor's interest in the New Facilities.

Section 4. Miscellaneous Matters.

4.1 Any resolutions or other actions of the Tribal Business Council or of the Tribal Executive Committee, including any prior resolutions regarding the Loans 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.

4.2 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.

4.3 The Tribe nor any agency, instrumentality, component, enterprise or entity owned or controlled, directly or indirectly, by the Tribe, (each, together with the successors and assigns of each, a "Tribal Party") shall ever be permitted to adopt or take any resolutions or other action that has the effect of impairing any contractual rights of any third party under any of the Loan Documents or any agreements, documents or certificates related to the Loan Documents (collectively, the "Financing Documents"), and any such resolution or action to the contrary shall be void and of no effect; and if any future Tribal Party should ever allow any such resolution or other action, Tribal Business Council recognizes that such impairment may result in an event of default under the Financing Documents. Upon execution and delivery of any Financing Document to which the Tribe is a party as herein authorized, the Financing Document shall become a valid and binding obligation of the Tribe, enforceable in accordance with its terms, and the provisions thereof shall constitute the law of the Tribe.

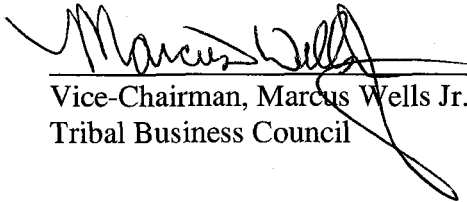
CERTIFICATION

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 a TBC Meeting thereof duly called, noticed, convened and held on the 13th day of February, 2006, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

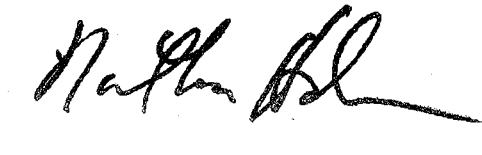
Chairman [] Voting. Not Voting.

Dated this 13th day of February, 2006.

ATTEST:



Vice-Chairman, Marcus Wells Jr.
Tribal Business Council



Executive Secretary, Nathan Hale
Tribal Business Council