



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

*A Resolution entitled, "Forbearance Agreement and Waiver of Appeal Rights – Lake Sakakawea & Associates, LLC"*

- WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and
- WHEREAS,** The Constitution and By-laws of the Three Affiliated Tribes was adopted by membership of the Tribes on May 15<sup>th</sup>, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior; and
- WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and
- WHEREAS,** The Constitution of the Three Affiliated Tribes 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 Tribes and of the enrolled members thereof; and
- WHEREAS,** Pursuant to a Participating Lease dated as of December 9, 2002, between the Tribe and Tribal member Dale Little Soldier, later assigned by Mr. Little Soldier to a company controlled by him, Lake Sakakawea & Associates, LLC ("LSA"), LSA was to develop, obtain financing for, and construct a gaming and entertainment complex (the "Casino Project") on land held in trust for Mr. Little Soldier;
- WHEREAS,** LSA entered into a loan agreement dated as of January 15, 2008, with Wells Fargo Bank, National Association and other lenders named therein, to finance the Casino Project;
- WHEREAS,** On July 2, 2008, the Tribal Business Council approved Resolution *08-100-BLB*, "Rescission of Tribal Council Resolutions *07-229-VJB* and *08-22-MP* Concerning Approval of the Proposed Twin Buttes/Little Soldier Casino Project," thereby rescinding approval of the Casino Project;
- WHEREAS,** On July 11, 2008, LSA and Mr. Little Soldier sent the Tribe a Notice of Default, Specification of Dispute, and Appointment of Arbitrator, asserting breach of the Participating Lease, seeking damages of over \$20 million for such breach, and commencing arbitration pursuant to Section 33 of the Participating Lease;
- WHEREAS,** The arbitration panel held a hearing on the dispute on April 21-24, and issued an award on May 22, 2009, which was amended on June 5, 2009;



**WHEREAS,** The arbitration panel, with one arbitrator dissenting, awarded LSA and Mr. Little Soldier \$6,145,743.95 plus interest, and ordered the Tribe to indemnify Mr. Little Soldier and LSA from a suit brought against them by Totten Builders;

**WHEREAS,** LSA filed an action against the Tribe in the district court for Burleigh County, North Dakota, to confirm the award, *Lake Sakakawea & Associates, LLC v. Three Affiliated Tribes*, 08-09-C-01308;

**WHEREAS,** On August 5, 2009, the court entered a judgment against the Tribe and in favor of plaintiff LSA in the amount of \$6,307,138.95, plus interest at 7% per annum;

**WHEREAS,** LSA has begun acts to enforce the judgment, including placing liens on the Tribe's real property;

**WHEREAS,** the ten-day automatic stay of the judgment provided by law has expired, and LSA can now serve garnishment summonses and execute on the Judgment;

**WHEREAS,** The Tribe has the right to appeal from the judgment;

**WHEREAS,** An appeal of the judgment does not stay the judgment or prevent execution of the judgment or garnishment;

**WHEREAS,** It is in the Tribe's best interests to avoid garnishment proceedings and execution of the judgment;

**WHEREAS,** The Tribe has sufficient funds to make a partial payment on the judgment in the amount of \$1,600,000, and is in the process of arranging loans to cover portions of the judgment;

**WHEREAS,** LSA has tendered to the Tribe an agreement entitled "Forbearance Agreement and Waiver Of Appeal Rights", attached hereto, which provides as follows:

1. LSA agrees to forbear from executing upon the judgment or initiating garnishment proceedings to enforce the judgment until September 1, 2009.
2. In exchange for LSA's agreement to forbear until September 1, 2009, the Tribe agrees as follows: (a) to make a partial payment on the judgment today in the amount of \$1,600,000 by wire transfer; (b) to irrevocably waive its rights to appeal the judgment, or to otherwise challenge the judgment or orders in the Burleigh County Action, and (c) to pay the full amount of the judgment, including post-judgment interest and attorneys' fees, costs and expenses incurred to collect and enforce the judgment.
3. If the Judgment is not paid by September 1, LSA may begin proceedings to enforce the Judgment, but LSA agrees to cooperate with regard to the closing



on any loan the proceeds of which the Tribe intends to use to pay all or any part of the Judgment, whether on or before September 1.

4. LSA agrees to deliver at closing on any loan documentation showing: (1) the Tribe's satisfaction of the Judgment, (2) LSA's release of its judgment lien upon the property mortgaged to secure the Loan, and (3) any other related documentation that the Tribe or the Tribe's lender may reasonably request to evidence release of the judgment lien or the Tribe's satisfaction of the Judgment.
5. The Tribe waives its immunity from suit in state court regarding any dispute or claim arising out of the agreement, and waives any right it may have to require such dispute or claim to be heard in a court or other dispute forum of the Tribe.

**NOW THEREFORE BE IT RESOLVED**, that the Tribal Council hereby determines that no law, ordinances, rules, regulations, resolutions or other actions of the Tribal Council or any of the agencies or instrumentalities of the Tribe, either written or established by custom or tradition: (a) prohibit the Tribal Council from approving the matters herein approved, the execution, delivery or performance of any the Forbearance Agreement and Waiver of Appeal Rights or the consummation of the transactions contemplated therein; or (b) create any obligation of the Tribal Council to submit these matters for approval of or consent from any officer, body, agency or instrumentality of the Tribe, or any vote by members of the Tribe, except for such approvals and consents that have already been obtained and are in full force and effect;

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the Tribal Business Council hereby approves the Forbearance Agreement and Waiver of Appeal Rights, and authorizes the Chairman to execute and deliver it;

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the Tribal Business Council hereby authorizes LSA to be paid the following: the judgment amount of \$6,307,138.95, plus interest from the date of judgment to the date of financing at the judgment interest rate of 7% per annum, and all attorneys' fees, costs and expenses incurred to collect and enforce the judgment since its entry, including an initial payment on the judgment in the amount of \$1,600,000 by wire transfer before the close of business today;

**NOW THEREFORE BE IT FURTHER RESOLVED**, that upon execution of the Forbearance Agreement and Waiver of Appeal Rights by the Chairman and an authorized signor for Lake Sakakawea & Associates, LLC and delivery of the same by each party to the other, the Forbearance Agreement and Waiver of Appeal Rights, shall



constitute a valid and binding obligation of the Tribe under the Constitution and all laws of the Tribe; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, that any law, ordinances, judgments, decisions, orders, resolutions, rules, regulations or other action, of the Tribe, any instrumentality or agency of the Tribe (exclusive of the Tribe's Constitution), or any of the officers, employees, or agents, of the foregoing, whether written, unwritten or established by tradition that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein, or any provision set forth in the Forbearance Agreement and Waiver of Appeal Rights, are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same..


**CERTIFICATION**

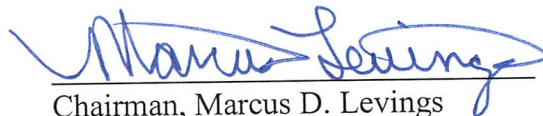
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Special Meeting thereof duly called, noticed, convened and held on the 20<sup>th</sup> day of August, 2009, 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 20<sup>th</sup> day of August, 2009.

**ATTEST:**

  
\_\_\_\_\_  
Executive Secretary, V. Judy Brugh.  
Tribal Business Council

  
\_\_\_\_\_  
Chairman, Marcus D. Levings  
Tribal Business Council

IN DISTRICT COURT, COUNTY OF BURLEIGH, STATE OF NORTH DAKOTA

_____	)	
Lake Sakakawea & Associates, LLC,	)	Case Type: Other Civil
	)	File No. 09-C-1308
Judgment Creditor/Plaintiff,	)	
	)	
vs.	)	
	)	
Three Affiliated Tribes,	)	
	)	
Judgment Debtor/Defendant.	)	
_____	)	

**FORBEARANCE AGREEMENT AND WAIVER OF APPEAL RIGHTS**

This Forbearance Agreement and Waiver of Appeal Rights (“Agreement and Waiver”) is entered into as of this 21st day of August, 2009 by and between Judgment Creditor/Plaintiff Lake Sakakawea & Associates, LLC (“LSA”) and Judgment Debtor/Defendant Three Affiliated Tribes of the Fort Berthold Reservation (the “Tribe”).

**RECITALS**

A. Judgment in favor of LSA and against the Tribe was entered in this action on August 5, 2009 (the “Judgment”). A true and correct copy of the Judgment is attached hereto as Exhibit A.

B. LSA has agreed to forbear from executing upon the Judgment or initiating garnishment proceedings to enforce the Judgment until Tuesday, September 1, 2009. In exchange for this agreement and in satisfaction of the Judgment, the Tribe has agreed to irrevocably waive any and all rights it has to appeal from or otherwise challenge any order or judgment entered in this action, to pay \$1,600,000.00 of the Judgment on August 21, 2009, and to pay the remainder of the Judgment, including post-judgment interest and all attorneys’ fees, costs and expenses incurred to collect and enforce the Judgment since its entry.

C. In furtherance of this Agreement, LSA and the Tribe enter into this Agreement and Waiver.

**AGREEMENT AND WAIVER**

1. Waiver. The Tribe hereby waives any and all rights it may have to appeal from any orders or the judgment entered in this action or to otherwise challenge any such order or the judgment by writ of mandamus or otherwise. The Tribe knowingly relinquishes any and all rights to appeal or to otherwise challenge the orders and judgment entered in this action, waiving those rights in exchange for the forbearance agreed to in Paragraph 3 of this Agreement and Waiver. The Tribe represents that it has consulted its counsel regarding the consequences of this waiver and that it makes this waiver in exchange for the valuable consideration received from LSA in this Agreement and Waiver.

2. Payment. The Tribe agrees to pay by \$1,600,000.00 of the Judgment on August 21, 2009 by wire transfer and agrees to pay the remainder of the full amount of the Judgment, including post-judgment interest and all attorneys' fees, costs and expenses incurred to collect and enforce the Judgment since its entry. The \$1,600,000.00 partial payment must be wire transferred to and received in the following account by the close of business on August 21, 2009:

WELLS FARGO BANK / ABA # 121000248

BNF = WIRES IN PROCESS / AC-0655450720

OBI = LAKE SAKAKAWEA #2773080002

3. Forbearance. LSA agrees to forbear from executing upon the Judgment or initiating garnishment proceedings to enforce the Judgment until Tuesday, September 1, 2009. If the Judgment is not paid in full and a further forbearance has not been agreed to by LSA by

September 1, 2009, LSA may immediately execute upon the Judgment, initiate garnishment proceedings to enforce the Judgment, and take all other actions to collect upon the Judgment.

4. Satisfaction or Release of Judgment. Upon payment of the Judgment in full, LSA agrees that it will provide documentation showing: (1) the Tribe's satisfaction of the Judgment, (2) LSA's release of its judgment lien upon the property mortgaged to secure any loan used to pay the Judgment; and (3) any other related documentation that the Tribe's lender may reasonably request to evidence release of the judgment lien or satisfaction of the judgment. If payment of the Judgment is made at the closing of a loan, LSA will provide the documentation as part of the closing. LSA agrees to cooperate in a commercially reasonable manner with respect to the closing on any loan the proceeds of which are used to pay all or any part of the Judgment.

5. Other Obligations Unmodified. The Tribe acknowledges its continuing obligations to defend the claims of Totten Builders against LSA and to pay any judgment obtained by Totten Builders, or to pay the reasonable attorneys' fees, costs and expenses incurred to enforce those obligations (the "Totten Builders Obligations"), all of which are set forth in the Order Confirming Arbitration Award dated July 29, 2009 in this action, a copy of which is attached as Exhibit B. Nothing in this Agreement and Waiver, including but not limited to the Tribe's payment of the Judgment, the satisfaction of the Judgment, or the release of the judgment lien, shall alter, modify, or extinguish the Totten Builders Obligations.

6. Representations and Warranties. The Tribe represents and warrants that: (a) this Agreement and Waiver has been duly approved and authorized by the resolution of the Tribal Business Council attached hereto as Exhibit C (the "Resolution"); (b) the Resolution and the process followed to obtain its approval and execution complies in every respect with the Tribe's

Constitution and Bylaws; and (c) that Marcus Levings, Jr, Chairman of the Tribe, is duly authorized to enter into this Agreement and Waiver on behalf of the Tribe by the Resolution attached as Exhibit C. The Tribe agrees that the Resolution is irrevocable and will not be withdrawn, revoked, or modified.

7. Waiver of Sovereign Immunity and Exhaustion of Tribal Remedies. Concerning any dispute or claim of any nature arising out of this Agreement and Waiver, the Tribe hereby irrevocably waives (a) its immunity from suit and any other legal process or proceedings in or before any court of the State of North Dakota and (b) any right it may have to require such dispute or claim to be heard in a court or other dispute forum of the Tribe.

8. Counterparts and Signatures. This Agreement and Waiver may be executed in counterparts. Electronic or facsimile copies of an executed counterpart will have the same force and effect as the original executed counterpart.

**LAKE SAKAKAWEA & ASSOCIATES, LLC**

By \_\_\_\_\_  
Dale Little Soldier

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

By \_\_\_\_\_  
Marcus Levings, Jr., Chairman



IN THE DISTRICT COURT, COUNTY OF BURLEIGH, STATE OF NORTH DAKOTA

Lake Sakakawea & Associates, LLC,	)	
	)	File No. 09-C-1308
Plaintiff,	)	
	)	
vs.	)	<b>JUDGMENT</b>
	)	
Three Affiliated Tribes,	)	
	)	
Defendant.	)	
	)	

This action came on for hearing before the Court, the Honorable Thomas J. Schneider presiding, and the Court, on July 30, 2009, having ordered that judgment be entered against defendant Three Affiliated Tribes of the Fort Berthold Reservation and in favor of plaintiff Lake Sakakawea & Associates, LLC.

IT IS HEREBY ORDERED AND ADJUDGED that Lake Sakakawea & Associates, LLC recover from defendant Three Affiliated Tribes damages and interest in the sum of \$6,223,170.91, plus costs, attorneys' fees, expenses and disbursements in the sum of \$83,968.04, making a total judgment in the sum of \$6,307,138.95.

It is further ORDERED AND ADJUDGED that interest will accrue on the Judgment from the date of entry at seven (7%) per annum.

Dated at Burleigh, North Dakota, this 5<sup>th</sup> day of August, 2009.

*Debra Lemmon*  
\_\_\_\_\_  
CLERK OF THE DISTRICT COURT RECEIVED & FILED

fb.us.4284302.01

AUG 05 2009  
CLERK OF DIST. Burleigh Co.

IN THE DISTRICT COURT, COUNTY OF BURLEIGH, STATE OF NORTH DAKOTA

_____ )	
Lake Sakakawea & Associates, LLC, )	File No. 09-C-1308
)	
Plaintiff, )	
)	
vs. )	<b>JUDGMENT</b>
)	
Three Affiliated Tribes, )	
)	
Defendant. )	
_____ )	

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*Debra Semenza*  
CLERK OF THE DISTRICT COURT RECEIVED & FILED

fb.us.4284302.01

AUG 05 2009  
Dist. Ct. Burleigh Co.

STATE OF NORTH DAKOTA

DISTRICT COURT

BURLEIGH COUNTY

SOUTH CENTRAL JUDICIAL DISTRICT

---

Lake Sakakawea & Associates, LLC,	)
	)
Plaintiff,	)
	)
vs.	)
	)
Three Affiliated Tribes,	)
	)
Defendant.	)

---

Case Type: Other Civil  
File No. 09C1308

**ORDER CONFIRMING  
ARBITRATION AWARD**

On consideration of the Motion of Plaintiff Lake Sakakawea & Associates, LLC for an Order confirming the arbitration award (as modified, the “Award”) rendered by Arbitrators Bruce Bohlman, Terry Pechota, and Sarah Vogel on May 22, 2009 and modified on June 5, 2009 against Defendant Three Affiliated Tribes of the Fort Berthold Reservation, and of the files, records and proceeding herein, IT IS HEREBY ORDERED, that the Motion is GRANTED as follows:

1. The Award in favor of Plaintiff Lake Sakakawea & Associates, LLC is hereby confirmed.
2. The Three Affiliated Tribes’ obligation to defend the claims of Totten Builders against Plaintiff Lake Sakakawea & Associates, LLC and to pay any judgment obtained by Totten Builders is hereby confirmed.
3. The Clerk of the Court shall enter judgment in favor of Plaintiff Lake Sakakawea & Associates, LLC against Three Affiliated Tribes of the Fort Berthold Reservation in the amount of \$6,145,743.95 plus interest of \$641.92 per diem from May 24,

2009 on \$3,247,859.00 of the \$6,145,743.95 and interest of 7% per annum from June 11, 2009 on the remainder of the \$6,145,743.95.

4. Plaintiff is awarded post judgment interest thereon at the rate of 7% per annum until the judgment is satisfied.

5. Plaintiff Lake Sakakawea & Associates, LLC is also awarded its reasonable attorneys' fees, costs, and expenses incurred to collect and enforce the Award, including obtaining confirmation of the Award.

Dated: July 29, 2009  
fb.us.5978419.04

Thomas J. Schneider  
District Court Judge

C: Moring  
Roy  
mahoney  
Dotson  
Leventhal



**MANDAN, HIDATSA & ARIKARA NATION**

Three Affiliated Tribes, Fort Berthold Indian Reservation  
404 Frontage Road – New Town, North Dakota 58763-9404

**Inter-Office Memorandum**

**To:**

**Kyle Klein  
Bank of the West**

**From:**

**Frank P. Henry  
General Finance Manager**

**Subject:**

Wire Transfer – Wells Fargo, LSA & Associates

**Date:**

August 21, 2009

Please WIRE transfer the following amounts from the Three Affiliated Tribe's following **Accounts**

**Account #933002792 for \$ 600,000.00**

**Account #933008211 for \$ 600,000.00**

**Account #933001778 for \$ 400,000.00**

to the following:

Bank: Wells Fargo Bank, N.A.

Account Name: LAKE SAKAKAWEA & Associates

Address:

Account Number: 2773080002

ABA # 121000248

BNF: WIRES IN PROCESS / AC-0655450720

RE: LAKE SAKAKAWEA #2773080002

**TOTAL WIRE AMOUNT**

**\$ 1,600,000.00**

Thank you in advance for your prompt attention to this matter.

CONCURRENCE :

Marcus Levings, Tribal Chairman  
THREE AFFILIATED TRIBES

Mervin Packineau, Tribal Treasurer  
THREE AFFILIATED TRIBES

CC: File

**FW: wire info**

Lenny Abrams

**Sent:** Friday, August 21, 2009 1:11 PM**To:** Frank P. Henry

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**From:** Michael L. Roy [mailto:MRoy@hobbsstraus.com]**Sent:** Friday, August 21, 2009 1:02 PM**To:** Lenny Abrams**Subject:** wire info

Lenny - I have spoken with the Treasurer regarding the 2:00 deadline and the need to wire the \$1.6 million before then. I am waiting to hear back. But I have the wire info and so thought I'd give it to you. Please give a heads up to your bank if that will help. here's the wire info:

WELLS FARGO BANK / ABA # 121000248

BNF = WIRES IN PROCESS / AC-0655450720

OBI = LAKE SAKAKAWEA #2773080002

**Michael L. Roy, Partner**

T 202.822.8282 | F 202.296.8834

**HOBBS STRAUS DEAN & WALKER, LLP**

2120 L Street NW, Suite 700, Washington, DC 20037

**HOBBSSTRAUS.COM**

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**Hobbs, Straus, Dean and Walker, LLP. Confidentiality Statement**

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

*A Resolution entitled, "Forbearance Agreement and Waiver of Appeal Rights – Lake Sakakawea & Associates, LLC"*

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

**WHEREAS,** The Constitution and By-laws of the Three Affiliated Tribes was adopted by membership of the Tribes on May 15<sup>th</sup>, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior; and

**WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

**WHEREAS,** The Constitution of the Three Affiliated Tribes 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 Tribes and of the enrolled members thereof; and

**WHEREAS,** Pursuant to a Participating Lease dated as of December 9, 2002, between the Tribe and Tribal member Dale Little Soldier, later assigned by Mr. Little Soldier to a company controlled by him, Lake Sakakawea & Associates, LLC ("LSA"), LSA was to develop, obtain financing for, and construct a gaming and entertainment complex (the "Casino Project") on land held in trust for Mr. Little Soldier;

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**WHEREAS,** On July 2, 2008, the Tribal Business Council approved Resolution *08-100-BLB*, "Rescission of Tribal Council Resolutions *07-229-VJB* and *08-22-MP* Concerning Approval of the Proposed Twin Buttes/Little Soldier Casino Project," thereby rescinding approval of the Casino Project;

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- WHEREAS,** the ten-day automatic stay of the judgment provided by law has expired, and LSA can now serve garnishment summonses and execute on the Judgment;
- WHEREAS,** The Tribe has the right to appeal from the judgment;
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- WHEREAS,** It is in the Tribe's best interests to avoid garnishment proceedings and execution of the judgment;
- WHEREAS,** The Tribe has sufficient funds to make a partial payment on the judgment in the amount of \$1,600,000, and is in the process of arranging loans to cover portions of the judgment;
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on any loan the proceeds of which the Tribe intends to use to pay all or any part of the Judgment, whether on or before September 1.

4. LSA agrees to deliver at closing on any loan documentation showing: (1) the Tribe's satisfaction of the Judgment, (2) LSA's release of its judgment lien upon the property mortgaged to secure the Loan, and (3) any other related documentation that the Tribe or the Tribe's lender may reasonably request to evidence release of the judgment lien or the Tribe's satisfaction of the Judgment.
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**NOW THEREFORE BE IT RESOLVED**, that the Tribal Council hereby determines that no law, ordinances, rules, regulations, resolutions or other actions of the Tribal Council or any of the agencies or instrumentalities of the Tribe, either written or established by custom or tradition: (a) prohibit the Tribal Council from approving the matters herein approved, the execution, delivery or performance of any the Forbearance Agreement and Waiver of Appeal Rights or the consummation of the transactions contemplated therein; or (b) create any obligation of the Tribal Council to submit these matters for approval of or consent from any officer, body, agency or instrumentality of the Tribe, or any vote by members of the Tribe, except for such approvals and consents that have already been obtained and are in full force and effect;

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constitute a valid and binding obligation of the Tribe under the Constitution and all laws of the Tribe; and


**NOW THEREFORE BE IT FURTHER RESOLVED**, that any law, ordinances, judgments, decisions, orders, resolutions, rules, regulations or other action, of the Tribe, any instrumentality or agency of the Tribe (exclusive of the Tribe's Constitution), or any of the officers, employees, or agents, of the foregoing, whether written, unwritten or established by tradition that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein, or any provision set forth in the Forbearance Agreement and Waiver of Appeal Rights, are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same..

**CERTIFICATION**

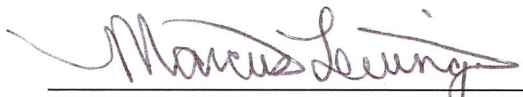
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Special Meeting thereof duly called, noticed, convened and held on the 21 day of August, 2009, 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 21<sup>st</sup> day of August, 2009.

  
\_\_\_\_\_  
Executive Secretary, V. Judy Brugh.  
Tribal Business Council

**ATTEST:**

  
\_\_\_\_\_  
Chairman, Marcus D. Levings  
Tribal Business Council