



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

*A Resolution entitled, "Forbearance Agreement, Security and Settlement Agreement – Lake Sakakawea & Associates, LLC"*

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

**WHEREAS,** The Constitution and By-laws of the Three Affiliated Tribes ("Tribe") was adopted by membership of the Tribe on May 15, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of the Interior; and

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

**WHEREAS,** The Constitution of the Tribe 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;

**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; and

**WHEREAS,** On July 2, 2008, the Tribal Business Council approved Resolution 08-100-BLB, rescinding approval of the Casino Project; and

**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, and commencing arbitration; and

**WHEREAS,** The arbitration panel 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, *Dallas Delorme d/b/a Totten Builders and Supply vs. Dale Little Soldier, individually, and Lake Sakakawea &*



*Associates, LLC* (Benson County Civil No. 03-09-C-18-1) (the “Totten Builders Action”); and

**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; and

**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 (the “Judgment”); and

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

**WHEREAS,** On August 21, 2009, the Tribal Business Council adopted Resolution No. 09-132-VJB, “Forbearance Agreement and Waiver of Appeal Rights,” which authorized the Chairman to execute an agreement with LSA entitled “Forbearance Agreement and Waiver of Appeal Rights” which agreement provided that LSA would forbear from executing upon the judgment or initiating garnishment proceedings to enforce the judgment until September 1, 2009, and that in exchange the Tribe agreed to waive its right to appeal the judgment in the Burleigh County court action; and

**WHEREAS,** The Tribe wishes to obtain further forbearance of execution of the Judgment; and

**WHEREAS,** The Tribe is arranging loans to pay the Judgment; and

**WHEREAS,** On August 25, 2009, Dale Little Soldier executed a Confession of Judgment in the “Totten Builders Action,” and on August 27, 2009, judgment was entered in that case in favor of plaintiff Dallas Delorme and against defendant LSA in the amount of \$875,000 plus accrued interest of \$62,424.65, on which interest is accruing at \$167.81 per day (7% per annum) from August 25, 2009; and

**WHEREAS,** On September 2, 2009, the Tribal Business Council adopted Resolution No. 09-137-VJB, indicating that the Tribe agreed that its liability for the judgment in the Totten Builders Action would be \$700,000.00 (plus interest accruing from September 1, 2009, in the amount of \$134.25 per day), subject to certain conditions, including that the Tribe and LSA enter into a forbearance agreement on the Judgment through October 15, 2009, and that the Tribe be provided documentation that the Tribe would not be liable for any part of the judgment in the Totten Builders Action over and above the amount of \$700,000.000 plus interest; and



**WHEREAS,** LSA and Totten Builders have agreed to reduce the judgment in the Totten Builders claim to \$850,000.00 (plus interest on the amount of \$700,000.000 from September 1, 2009), provided payment is made before November 15, 2009, and Totten Builders has agreed to forbear from enforcing the judgment until November 15, 2009, and to release all claims against LSA, Mr. Little Soldier and the Tribe upon payment of the agreed-upon amount (the "LSA-Totten Builders Settlement"); and

**WHEREAS,** LSA has agreed that it will be responsible to pay \$150,000.00 of the reduced judgment in the Totten Builders Action of \$850,000.00, capping the Tribe's liability for that judgment at \$700,000.00 (plus interest on that amount from September 1, 2009); and

**WHEREAS,** LSA has tendered to the Tribe an agreement entitled "Forbearance, Security and Settlement Agreement" which provides as follows:

1. LSA agrees to forbear from executing upon the judgment or initiating garnishment proceedings to enforce the judgment until October 15, 2009. If the Amended Judgment is not paid by October 15, 2009, LSA may begin proceedings to enforce the Amended Judgment. "Amended Judgment" means the Judgment plus the amount of \$700,000.00 (plus interest on \$700,000.00 from September 1, 2009).
2. The Tribe agrees to pay the Amended Judgment, and post-judgment interest and attorney fees, costs and expenses incurred to collect and enforce the Amended Judgment on or before October 15, 2009.
3. The parties agree that the Tribe's payment of \$700,000 (plus interest accruing from September 1, 2009, in the amount of \$134.25 per day) and attorney fees and costs through September 1, 2009 with regard to the Totten Builders Action constitutes full satisfaction of the Tribe's obligations to LSA and Mr. Little Soldier under the Arbitration Award and the Amended Judgment. LSA agrees to obtain a release from Totten Builders of any claim against the Tribe, and the LSA-Totten Settlement Agreement provides for a release of any and all claims Totten Builders may have against the Tribe upon payment of the settlement amount in that case..
4. The Tribe agrees to provide LSA a security interest and lien against all payments received under any oil and gas tax agreement between the Tribe and the State of North Dakota, and any tax assessed by the Tribe on the production or extraction of oil.
5. The Tribe agrees not to incur or permit any lien on the lease or royalty revenues from oil and gas leases or production until the Amended Judgment is paid.



6. LSA agrees to deliver at closing on any loan documentation showing: (1) the Tribe's satisfaction of the Amended Judgment, (2) LSA's release of its judgment lien upon the property mortgaged to secure the Loan, (3) LSA's release of its security interest, liens, and rights of set off against the Collateral, and (4) 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 Amended Judgment.
7. 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.
8. Within 3 business days of execution of the Forbearance, Security and Settlement Agreement, the Tribe will establish with Wells Fargo Bank, National Association a segregated deposit account in the name of Tribe (the "Collection Account") which will at all times be subject to a control agreement (the "Control Agreement") in favor of LSA, and will deposit into such account its receipts on the production or extraction of oil and gas. The Control Agreement will provide that deposits into the Collection Account will be applied to the Amended Judgment. The Control Agreement will provide that 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 of the Forbearance, Security and Settlement Agreement, the Control Agreement, or the consummation of the transactions contemplated therein; or (b) create any obligation of the Tribal Council to submit these matters for approval 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; and

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the Tribal Business Council hereby approves the Forbearance, Security and Settlement Agreement, and authorizes the Chairman to execute and deliver it, provided that delivery shall be made only after the Tribe is presented evidence that LSA and Dallas Delorme d/b/a Totten Builders have executed the LSA-Totten Builders Settlement, and that that agreement provides for release of all claims against the Tribe upon payment of the settlement amount in that action; and



**NOW THEREFORE BE IT FURTHER RESOLVED**, that upon execution of the Forbearance, Security and Settlement Agreement 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, Security and Settlement Agreement, 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 the Tribal Business Council hereby authorizes the Treasurer to execute and deliver the Control Agreement contemplated by the Forbearance, Security and Settlement Agreement, subject to prior review and approval of the Control Agreement by legal counsel; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, that upon execution of the Control Agreement by the Treasurer and authorized signors for Lake Sakakawea & Associates, LLC and Wells Fargo Bank, National Association and delivery of the same by each party to the others, the Control Agreement 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, Security and Settlement Agreement or the Control Agreement, are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

**CERTIFICATION FOLLOWS ON PAGE 6**

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, SECURITY AND SETTLEMENT AGREEMENT**

This Forbearance, Security and Settlement Agreement (this “Agreement”) is entered into as of this 14th day of September, 2009 by and between Lake Sakakawea & Associates, LLC (“LSA”) and the Three Affiliated Tribes of the Fort Berthold Reservation (the “Tribe”).

**RECITALS**

A. On May 22, 2009, LSA and its principal, Dale Little Soldier, received an arbitration award in their favor and against the Tribe, which award was amended on June 5, 2009. The amended arbitration award is attached hereto as Exhibit A and is referred to herein as “Arbitration Award.” The Arbitration Award provided for money damages against the Tribe, and also ordered the Tribe to defend, hold harmless and indemnify LSA and Mr. Little Soldier from a claim brought against them in *Dallas Delorme d/b/a Totten Builders and Supply vs. Dale Little Soldier, individually, and Lake Sakakawea & Associates, LLC* (Benson County Civil No. 03-09-C-18-1) (the “Totten Builders Action”).

B. The Arbitration Award was confirmed by court order entered in *Lake Sakakawea & Associates, LLC vs. Three Affiliated Tribes* (File No. 09-C-1308) on July 29, 2009 (the “Court Order”), a true and correct copy of which is attached hereto as Exhibit B, and Judgment in favor

of LSA and against the Tribe was entered in *Lake Sakakawea & Associates, LLC vs. Three Affiliated Tribes* (File No. 09-C-1308) on August 5, 2009 (the “Judgment”), a true and correct copy of which is attached hereto as Exhibit C.

C. The Tribe retained Patrick Durick, of Pearce & Durick (Bismarck, ND) to defend the claims against LSA and Mr. Little Soldier in the Totten Builders Action. On July 30, a Substitution of Counsel was filed in the Totten Builders Action naming Mr. Durick as new counsel. Dallas Delorme d/b/a Totten Builders and Supply obtained a judgment against LSA in the amount of \$875,000, plus interest thereon at a rate of 7.00% since August 18, 2008 in the Totten Builders Action), as set forth in the Confession of Judgment attached hereto as Exhibit D.

D. The Tribe and LSA entered into a Forbearance Agreement and Waiver of Appeal Rights dated as of the 21st of August, 2009 (the “Agreement and Waiver”), a true and correct copy of which is attached hereto as Exhibit E. Pursuant to the Agreement and Waiver, the Tribe paid \$1,600,000 of the Judgment on August 21, 2009.

E. The Tribe has requested that LSA forbear from executing upon the Amended Judgment (hereafter defined) or initiating garnishment proceedings to enforce the Judgment until October 15, 2009 (the “Forbearance Termination Date”), and LSA is willing to grant the Tribe’s request subject to the terms and conditions of this Agreement, including the Tribe’s granting of security to LSA.

**AMENDED JUDGMENT; FORBEARANCE;**

**GRANT OF ADDITIONAL SECURITY**

1. Amended Judgment. The Tribe agrees to increase the amount of the Judgment by the amount of the Totten Builders Obligation (hereafter defined). The parties agree that the Totten Builders Obligation is \$700,000.00, plus interest of \$134.25 per day from September 1, 2009.

The Judgment, as increased by the amount of the Totten Builders Obligation, is referred to herein as the “Amended Judgment.” LSA agrees that payment by the Tribe of the Totten Builders Obligation and of LSA’s and Mr. Little Soldier’s attorney fees and costs with respect to the Totten Builders Action through September 1, 2009 constitute full satisfaction of the Tribe’s obligations to LSA and Mr. Little Soldier under the Arbitration Award, the Court Order, and the Judgment with respect to the claims of Dallas Delorme d/b/a Totten Builders and Supply against LSA. LSA agrees to obtain a release from Dallas Delorme d/b/a Totten Builders and Supply in favor of the Tribe with respect to any claims Dallas Delorme d/b/a Totten Builders and Supply may have against the Tribe in connection with the subject matter of the Totten Builders Action.

2. Forbearance. LSA agrees to forbear from executing upon the Amended Judgment or initiating garnishment proceedings to enforce the Amended Judgment until the Forbearance Termination Date. If the Amended Judgment is not paid in full and a further forbearance has not been agreed to by LSA by the Forbearance Termination Date, LSA may immediately execute upon the Amended Judgment, initiate garnishment proceedings to enforce the Amended Judgment, and take all other actions to collect upon the Amended Judgment.

3. Payment of Amended Judgment. The Tribe agrees to pay on or before the Forbearance Termination Date the unpaid portion of the Amended Judgment, all post-judgment interest and all attorneys’ fees, costs and expenses incurred to collect and enforce the Judgment and the Amended Judgment, and LSA’s and Mr. Little Soldier’s attorney fees, costs and expenses with respect to the Totten Builders Action through September 1, 2009 (the “Unpaid Amended Judgment, Interest, Fees, and Costs”). The Unpaid Amended Judgment, Interest, Fees, and Costs must be wire transferred to and received in the following accounts by the close of business on the Forbearance Termination Date as follows:



- a. A payment in the amount of \$850,000 plus interest at the rate of 7% per annum on \$700,000 from September 1, 2009 to the date of payment to:

Deliver/Send to: Bremer Bank Metro  
South Saint Paul, MN USA 55118-3580

ABA/Routing Number: 096010415

BBK (Beneficiary Bank): Bremer Bank, N.A.  
Minot, ND 58702 FW-091300256

BNF (Beneficiary): Traynor Law Firm, PC  
North Dakota Bar Foundation  
509 – 5<sup>th</sup> St. N.E., Suite 1, P.O. Box 838  
Devils Lake, ND 58301-0838  
Account #229-416-3

- b. A payment of the remainder of the Unpaid Amended Judgment, Interest, Fees, and Costs to:

WELLS FARGO BANK / ABA # 121000248

BNF = WIRES IN PROCESS / AC-0655450720

OBI = LAKE SAKAKAWEA #2773080002

4. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the Unpaid Amended Judgment, Interest, Fees, and Costs by the Tribe, the Tribe does hereby grant, assign, pledge and confirm unto LSA, a continuing security interest in, a lien upon, and a right of set off against, and assigns, transfers, pledges and sets over to LSA, all of the Tribe's right, title to and interest in and to the following property, whether now owned or existing or hereafter acquired or arising, wherever located (the "Collateral"):

- a. All of the Tribe's rights to payment, and all payments received, under any oil and gas tax agreement between the Tribe and the State of North Dakota (the "State"), including, without limitation, the Oil and Gas Tax Agreement

between the Tribe and the State dated as of June 10, 2008, as such agreement may be amended, supplemented, restated or replaced from time to time (“State Tax Payments”);

- b. All of the Tribe’s rights to payment, and all payments received, under any tax assessed by the Tribe on the production or extraction of oil and gas to the extent such revenues are collected by the Tribe (“Tribal Oil Tax Revenues”);
- c. The Collection Account (as defined below), and all assets credited thereto from time to time; and
- d. All accessions to, substitutions for and replacements of, products and proceeds of the conversion, voluntary or involuntary, into cash or liquidated claims of any of the foregoing, including all proceeds of insurance, indemnities, performance or redemption bonds, judgments, awards of damages and settlements hereafter made as a result or in lieu of any of the foregoing.

5. Further Agreements Related to Collateral.

- a. Within three business days from the date of this Agreement, the Tribe will cause to be established with Wells Fargo Bank, National Association (the “Collection Bank”) a segregated deposit account in the name of Tribe (the “Collection Account”) which will at all times be subject to a control agreement (the “Control Agreement”) in favor of LSA providing for “control” (within the meaning of Section 9-104 of the Uniform Commercial Code) of the Collection Account by LSA.
- b. The Tribe will direct the State to pay all State Tax Payments and pay all Tribal Oil Tax Revenues directly to the Collection Bank for deposit in the

Collection Account. All State Tax Payments and Tribal Oil Tax Revenues will be maintained in the Collection Account, and no assets credited to the Collection Account may be withdrawn from the Collection Account or otherwise applied by the Tribe for any purpose without the prior written consent of LSA.

- c. The Tribe will hold any State Tax Payments and Tribal Oil Tax Revenues that it receives, other than those made directly to the Collection Account, in trust for LSA, will not commingle such State Tax Payments and Tribal Oil Tax Revenues with any other Tribal assets, and will promptly pay over such State Tax Payments and Tribal Oil Tax Revenues, in the form received except for any necessary endorsements, to the Collection Bank for deposit in the Collection Account.

6. Remedies. Unless the Unpaid Amended Judgment, Interest, Fees, and Costs has been paid in full by the Tribe on or prior to the Forbearance Termination Date, or upon the occurrence of a default under this Agreement, and at any time thereafter, LSA shall have the right (in addition to any other rights LSA may have under this Agreement, the Control Agreement or otherwise), at any time and from time to time, in LSA's discretion, with or without judicial process or the aid or assistance of others and without cost to LSA, to exercise any one or more of the following remedies:

- a. To apply to the payment of any or all of the Unpaid Amended Judgment, Interest, Fees, and Costs, any or all Collateral, in such manner as LSA shall in LSA's sole discretion determine; to enforce payment of any Collateral; to settle, compromise or release in whole or in part, any amounts owing on the

Collateral; to prosecute any action, suit or proceeding with respect to the Collateral; to extend the time of payment of any and all Collateral; to make allowances and adjustments with respect thereto; to issue credits in LSA's or the Tribe's name; or to sell, assign or deliver the Collateral (or any part thereof), at public or private sale.

- b. To notify any account debtor with respect to the Collateral, or any other person obligated to pay any amount due with respect to the Collateral, that such person's obligation has been assigned or transferred to LSA for security and that payment is to be made directly to LSA. If LSA so requests at any time, the Tribe will so notify such account debtors and other obligors that the amount due is payable directly to LSA. At any time after LSA or the Tribe gives such notice to an account debtor or other obligor, LSA may (but need not), in its own name or in the name of the Tribe, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such obligation, or grant any extension to, make any compromise or settlement with, or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.
- c. The net cash proceeds resulting from the exercise of any of the foregoing rights or remedies shall be applied by LSA to the payment of the Amended Judgment in such order as LSA may elect, and the Tribe shall remain liable to the LSA for any deficiency.

d. The enumeration of the foregoing rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies LSA may have under the Uniform Commercial Code, or other applicable law. LSA shall have the right, in LSA's sole discretion, to determine which rights and remedies are to be exercised, and to determine which Collateral is to be proceeded against and in which order, and the exercise of any right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

7. Negative Pledge. Unless the Unpaid Amended Judgment, Interest, Fees, and Costs has been paid in full, the Tribe will not incur, assume or permit to exist any Lien on any Lease and Royalty Revenues. The term "Lien" means any lien, charge or encumbrance of any nature on all or any portion of the Lease and Royalty Revenues, including any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, whether voluntarily incurred or arising by operation of law or otherwise. The term "Lease and Royalty Revenues" means all of the Tribe's right, title to and interest in and to the following property, whether now owned or existing or hereafter acquired or arising, wherever located: (a) all as-extracted collateral (within the meaning of Section 9-109 of the Uniform Commercial Code) arising from the production or extraction of oil and gas and (b) any accounts, revenues, receipts, royalties or income arising from the leasing, sale, production or extraction of any interests in oil and gas, including, without limitation, any such revenues, receipts, royalties or income paid to or for the benefit of the Tribe by the United States with respect to any such interests.

8. Further Assurances. The Tribe shall, at its expense, duly execute and deliver, or shall cause to be duly executed and delivered, such further agreements, instruments and

documents, including, without limitation, an amended judgment, additional security agreements and collateral assignments, and do or cause to be done such further acts as may be reasonably necessary or proper to evidence, perfect, maintain and enforce LSA's security interest and the priority thereof in the Collateral and otherwise to effectuate the provisions or purposes of this Agreement or any supplement hereto, including, without limitation, the preparation, execution and filing of any documents deemed advisable by LSA for perfecting and maintaining its lien on the Collateral.

9. Satisfaction or Release of Amended Judgment; Release of Liens and Security Interests. Upon payment of the Unpaid Amended Judgment, Interest, Fees, and Costs, LSA will provide documentation showing: (1) the Tribe's satisfaction of the Amended Judgment, (2) LSA's release of its judgment liens upon the Tribe's real property; (3) LSA's release of its security interest, liens, and rights of set off against the Collateral, and (4) any other related documentation that the Tribe's lender(s) may reasonably request to evidence release of the judgment lien, release of the security interest, liens and rights of set off against the Collateral, or satisfaction of the Amended Judgment. If payment of the Unpaid Amended Judgment, Interest, Fees, and Costs 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 Unpaid Amended Judgment, Interest, Fees, and Costs. The Control Agreement shall include provisions providing for termination of that agreement upon payment of the Unpaid Amended Judgment, Interest, Fees, and Costs.

10. Representations and Warranties. The Tribe represents and warrants that: (a) this Agreement has been duly approved and authorized by the resolution of the Tribal Business

Council attached hereto as Exhibit F (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; (c) that Marcus Levings, Jr, Chairman of the Tribe, is duly authorized to enter into this Agreement on behalf of the Tribe by the Resolution attached as Exhibit F; (d) the Collateral is free and clear of all liens, other than the security interest in favor of LSA granted in this Agreement and (e) upon filing of the UCC-1 financing statements in the forms attached hereto as Exhibit G with the North Dakota Secretary of State and the Recorder of Deeds of the District of Columbia, LSA will have a first priority perfected security interest in the State Tax Payments and the Tribal Oil Tax Revenues. The Tribe agrees that the Resolution is irrevocable and will not be withdrawn, revoked, or modified.

11. Waiver of Sovereign Immunity and Exhaustion of Tribal Remedies. Concerning any dispute or claim of any nature arising out of this Agreement, 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.

12. Counterparts and Signatures. This Agreement 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.


13. Binding Effect. This Agreement and the security interest created hereby shall inure to the benefit of LSA, its legal representatives, successors and assigns, and shall be binding upon the Tribe and its successor and assigns. Notwithstanding the foregoing, LSA may assign its rights under this Agreement without the prior written consent of the Tribe.

14. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the internal law of the State and applicable federal law, except to the extent that either the creation or a perfection of a security interest in any portion of the Collateral is not recognized under the internal law of the State, but is recognized under the law of the Tribe, then to such extent only the law of the Tribe shall apply.

**LAKE SAKAKAWEA & ASSOCIATES, LLC**

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

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

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

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**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 17<sup>th</sup> day of Sept, 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 17<sup>th</sup> day of Sept, 2009.

**ATTEST:**

Scott Eafe  
For Executive Secretary, V. Judy Brugh.  
Tribal Business Council

Marcus Levings  
Chairman, Marcus D. Levings  
Tribal Business Council

