



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

A Resolution Entitled: "Resolution Amending Resolution No. 10-016-VJB, in connection with a Loan to the Tribe from the Shakopee Mdewakanton Sioux Community."

WHEREAS, On January 29, 2010, the Tribal Business Council duly adopted Resolution No. 10-016-VJB (the "Authorizing Resolution"), in connection with a loan in the amount of \$30,000,000 (as further described in the Authorizing Resolution, the "Loan"), to be made to the Tribe by the Shakopee Mdewakanton Sioux Community, as lender (the "Lender"), and

WHEREAS, Pursuant to the Authorizing Resolution, the Tribe and the Lender entered into a Loan Agreement dated January 29, 2010 (the "Original Loan Agreement"), setting forth the terms and provisions of the Loan; and

WHEREAS, The Tribe and the Lender have agreed to certain modifications to the terms of the Loan and such modifications are set forth in documents, as further described below, heretofor furnished to the officers of the Tribe and the Tribal Business Council; and

WHEREAS, There are currently on file in the offices of the Secretary the following documents:

- (a) The Original Loan Agreement, executed by the Tribe and the Lender;
- (b) Proposed form of First Amendment to Loan Agreement (the "Amendatory Loan Agreement"), to be entered into between the Tribe and the Lender, amending certain provisions of the Original Loan Agreement, including the form of a Promissory Note in the original principal amount of \$30,000,000 (the "Note"), to be executed by the Tribe in favor of the Lender, attached as an exhibit to the Amendatory Loan Agreement;
- (b) Proposed form of Depository Agreement (the "Depository Agreement"), to be entered into between the Tribe and First National Bank & Trust Co. of Williston, as depository (the "Depository"); and
- (c) UCC Financing Statement (the "Financing Statement," and referred to together with the Original Loan Agreement, the Amendatory Loan Agreement, the Note and the Depository Agreement as the "Loan Documents"); and



WHEREAS, The Tribal Business Council believes it is in the public interest and promotes the general welfare of the Tribe to enter into the Loan Documents and to approve, confirm and ratify the terms and provisions of the Loan, as set forth therein, and all modifications proposed and agreed thereto since the date of adoption of the Authorizing Resolution;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Approval and Ratification of Loan, Loan Documents. The Tribal Business Council, pursuant to its constitutional authority, hereby approves, confirms and ratifies the Loan and the forms of the Loan Documents currently on file in the office of the Secretary, and specifically approves and ratifies any and all modifications to the terms of the Loan and the Loan Documents proposed since the date of adoption of the Authorizing Resolution, which are hereby agreed to, ratified and confirmed.

2. Execution of Documents. The Tribal Business Council hereby authorizes the Tribal Chairman, Marcus Levings, and the Tribal Treasurer, Mervin Packineau (referred to herein as the "Authorized Officers"), acting individually or together, to execute and deliver the Amendatory Loan Agreement, the Note and the Depository Agreement, substantially in the forms currently on file, together with such changes therein as the officer or officers executing the same may approve, such approval to be conclusively evidences by the execution thereof, together with such other documents, certificates or agreements (with such additions, deletions or other modifications as any of the authorized signers may agree to in their sole discretion) necessary or desirable to carry out the intent of this resolution and the transactions described herein.

3. Additional Certificates, etc. The Authorized Officers and the Tribal Secretary, V. Judy Brugh, acting individually or together, are also authorized and directed to execute and deliver to the Lender, legal counsel thereto, and outside legal counsel to the Tribe, such certified copies of proceedings taken by the Tribal Business Council in connection with the Loan, including but not limited to a certified copy of this Resolution, as may reasonably be requested by the Lender, legal counsel to the Lender, or outside legal counsel to the Tribe, and including certified copies of all related proceedings taken in connection with the corresponding amendment of the Tribe's Usury Code required in connection with the Loan, and such officers' certificates as may be reasonably requested in connection therewith.

4. Limited Waiver of Sovereign Immunity; Jurisdiction and other Legal Provisions. This Tribal Business Council has been advised that in order to obtain the Loan, the Tribe is required to agree to various legal provisions (the "Legal Provisions") that provide for (a) a limited waiver of the Tribe's sovereign immunity with respect to suits or other legal actions or proceedings arising because of disputes related to the Loan or the foregoing named documents or other agreements related thereto and the enforcement of remedies related thereto; (b) consent by the Tribe to apply the laws of a given jurisdiction in the interpretation of the foregoing



documents; and (c) a method of arbitration for the resolution of disputes. All Legal Provisions in the Loan Documents are hereby approved; more specifically and expressly:

4.1 The limited waivers of sovereign immunity consent to the jurisdiction of the courts named in the Loan Documents, application of the laws provided for in the Loan Documents and exhaustion of tribal remedies contained in the Loan Documents are hereby expressly approved.

4.2 The Tribe is hereby authorized to submit disputes arising in connection with the Loan to arbitration with the force and effect as provided for in the Loan Documents.

4.3 Each of the Loan Documents shall be governed by such laws as are provided therefor in such instruments.

4.4 Each of the Legal Provisions are hereby incorporated into the Authorizing Resolution, as amended by this Resolution, by this reference as though set forth at length herein, and are hereby expressly made by the Tribe in this Resolution for the benefit of the Lender, its successors and assigns, and all other persons expressly benefited by any Loan Document (each, a "Benefitted Party").

5. Determination. The Tribal Council hereby determines that no laws, ordinances, 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 or the execution, delivery or performance of any Loan Documents; 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.

6. Effect of this Resolution. So long as any amounts are owing or performance on the part of the Tribe is due or unperformed under a Loan Documents, (a) the provisions of the Authorizing Resolution, as amended by this Resolution, shall constitute the law of the Tribe and may be relied on by the Lender, and its successors, assigns and participants, (b) the provisions of the Authorizing Resolution, as amended by this Resolution, shall constitute the terms of an agreement and contract between the Tribe and the Benefitted Parties, and (c) any rescission, amendment or modification of the Authorizing Resolution, as amended by this Resolution, in any manner that may result in an adverse effect to a Benefitted Party without the written consent of the Benefitted Party that is or may be so affected, shall constitute a breach of the Loan Agreement.



7. Miscellaneous Matters. Any resolutions or other actions of the Tribe, or any of its officers, employees, or agents, either written or established by tradition that are in conflict with or inconsistent with the terms of the Authorizing Resolution, as amended by this Resolution, or any provision set forth in a Loan Document are hereby to such extent repealed and annulled. The Authorizing Resolution, as amended by this Resolution, shall supersede any prior or currently existing resolutions or other actions of the Tribe, or any of its officers, employees or agents, subdivisions, agencies or instrumentalities that are contrary to the actions authorized or contemplated thereby or in a Loan Document.

7.1 If any provision of the Authorizing Resolution, as amended by this Resolution, or the application of any provision of the Authorizing Resolution, as amended by this Resolution, to any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, government or Indian tribe, or any agency, instrumentality or political subdivision thereof is held to be invalid, the remainder of the Resolution shall not be affected.

7.2 This Resolution shall become effective immediately as of the date and time of its passage and approval by the Tribal Council.

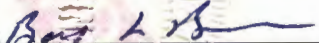


CERTIFICATION

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, 6 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 26th day of February 2010; 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.

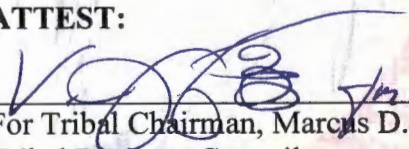
Chairman [] voting. [] not voting

Dated this 26th day of February 2010



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

ATTEST:



For Tribal Chairman, Marcus D. Levings
Tribal Business Council
Three Affiliated Tribes