



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

A resolution entitled: “Approval of Third Loan Agreement Amendment of TAT Loan XX”

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, Article VI, Section 5(c) of the Constitution of the Tribe specifically authorizes and empowers the Tribal Business Council of the Tribe to administer the funds within the exclusive control of the Tribe and to make expenditures from available tribal funds for public purposes of the Tribe; and

WHEREAS, As authorized by Tribal Business Council Resolution Nos. 04-06 and 09-120-VJB, the Tribe entered into various documentation (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Documents”) evidencing and securing the terms and of a loan in the original principal amount of \$15,788,000 from Marshall Investments Corporation (the “Lender”) to the Tribe (“Loan XX”), including a Loan Agreement dated as of July 23, 2004, as amended by a First Amendment to Loan Agreement dated as of January 2, 2006 and as amended by a Second Loan Agreement Amendment (Loan XX) dated as of July 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); and

WHEREAS, As of February 1, 2010, the Loan XX principal balance was \$11,810,237.07, and all such amounts, together with accrued interest thereon, became due and owing on February 1, 2010; and

WHEREAS, The Tribe has requested that the Lender extend the maturity of Loan XX to March 1, 2010, and that the Lender provide an additional extension of the maturity to April 1, 2010 upon the satisfaction of certain conditions established by the Lender; and



WHEREAS, The Lender has agreed to the Tribe’s forgoing request, subject to charging (i) an initial extension fee of 0.25% on the outstanding principal balance of Loan XX and (ii) an additional extension fee of 0.25% on the then-current outstanding principal balance of Loan XX upon the Tribe’s request for an additional extension of the maturity of Loan XX to April 1, 2010; and

WHEREAS, The Tribal Business Council has been presented with a Third Loan Agreement Amendment (the “Amendment Agreement”) setting forth the terms of the requested extensions and the terms and conditions under which the Lender will agree to the extensions; and

WHEREAS, The Lender has requested that the Tribal Business Council clarify the meaning and application of Section 7(e) of Chapter 21 of the Code of Laws of the Tribe (“Section 7(e)”) with respect to Loan XX; and

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

Section 1. Approval and Authorizations

- 1.1 The Tribal Business Council hereby determines that the proposed actions described above are in the public interest and promote the welfare of the Tribe.
- 1.2 The Tribal Business Council hereby confirms that the Loan Documents, and all amendments thereto, have been duly executed and delivered by the Tribe and are in full force and effect.
- 1.3 The Tribal Business Council hereby approves the terms of the Amendment Agreement and the Tribe’s execution, delivery and performance of the Amendment Agreement in the form presented to the Tribal Business Council, or with such modifications as may be approved by an Authorized Representative (defined below) and legal counsel for the Tribe, which approvals shall be deemed to have been conclusively given upon the execution of the Amendment Agreement by an Authorized Representative.
- 1.4 The Tribal Business Council hereby confirms that the word “transaction” appearing in the first sentence of Section 7(e), when used in the context of a loan or credit arrangement, refers to the initial commitment of the loan by a lender, and not any subsequent commitment or extension of credit with respect to such loan, whether pursuant to the terms of the initial loan-related documents or as such documents may be subject to any subsequent amendment, restatement, extension, renewal, supplement or other modification; and, for the avoidance of doubt, the Tribal Business Council hereby further confirms that the maximum rate of interest permissible with respect to Loan XX at any



given time has been and remains five and one-half percent per annum higher than the average rate of interest payable on United States treasury bills maturing in six months for the six months immediately prior to July 2004 (the month in which the Lender first committed to and extended credit on Loan XX), and the interest rate set forth in the Promissory Note evidencing Loan XX (as amended by the Amendment Agreement) is a lawful rate of interest under Section 7(e) and does not violate any other law, rule or regulation of the Tribe.

- 1.5 The Chairman, Secretary and Treasurer of the Tribe, together with any other person who under the laws of the Tribe is permitted to act on behalf of the Tribe in the event of the absence or incapacity of the Chairman, Secretary or Treasurer (each of the foregoing, including the Chairman, Secretary and Treasurer, an "Authorized Representative"), are hereby authorized and directed to execute the Amendment Agreement, and to execute such other documents and take such actions as are required or desirable to effect the purposes of this Resolution.

Section 2. Miscellaneous Matters.

- 2.1 Any resolutions or other actions of the Tribal Business Council or of the Tribal Executive Committee, including any prior resolutions, that are in conflict with or inconsistent with the terms of this Resolution are hereby to the extent of such conflict or inconsistency 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 any Loan Document.

- 2.2 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.




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.

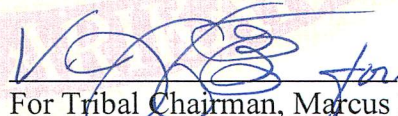
Chairman [**X**] voting. [] not voting

Dated this 26th day of February 2010

ATTEST:



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



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