



**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 (Loan XIX)”**

**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. 04-047, 09-119-VJB and 10-028-BLB, 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 \$9,213,000 from Marshall Investments Corporation (the “Lender”) to the Tribe (“Loan XIX”), including a Loan Agreement dated as of July 23, 2004, as amended by a First Loan Agreement Amendment (Loan XIX) dated July 30, 2009, as amended by a Second Loan Agreement Amendment (Loan XIX) dated as of February 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); and

**WHEREAS,** As of March 26, 2010, the Loan XIX principal balance was \$6,520,435.77 and all such amounts, together with accrued interest thereon, will, without further action by the Tribe, become due and owing on April 1, 2010; and

**WHEREAS,** The Tribe has requested that the Lender extend the maturity of Loan XIX to July 1, 2010; and

**WHEREAS,** The Lender has agreed to the Tribe’s forgoing request, subject to charging an extension fee of 0.625% on the outstanding principal balance of Loan XIX; 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 extension and the terms and conditions under which the Lender will agree to the extension; and

**WHEREAS,** The Lender has requested that the Tribal Business Council reaffirm its clarification of 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 XIX; 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 reaffirms that, as set forth in Resolution No. 10-028-BLB, 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 reaffirms that the maximum rate of interest permissible with respect to Loan XIX 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 XIX), and the interest rate set forth in the Promissory Note evidencing Loan XIX (as amended by

**THIRD LOAN AGREEMENT AMENDMENT (LOAN XIX)**

This THIRD LOAN AGREEMENT AMENDMENT (LOAN XIX) (this "Amendment Agreement") is dated as of [March 31], 2010, between the THREE AFFILIATED TRIBES OF THE FORT BERTHOLD RESERVATION, a federally recognized Indian tribe (the "Tribe"), and MARSHALL INVESTMENTS CORPORATION ("Lender").

**RECITALS:**

WHEREAS, a certain Tax Exempt Loan Agreement (Loan XIX) dated as of July 23, 2004, as amended by a First Loan Agreement Amendment (Loan XIX) dated July 30, 2009, as amended by a Second Loan Agreement Amendment (Loan XIX) dated as of February 26, 2010 (as amended from time to time, the "Loan Agreement") was entered into by the Tribe and the Lender, pursuant to which the Lender extended the Loan to the Tribe, evidenced by the Note (as defined in the Loan Agreement); and

WHEREAS, the Tribe has requested an extension to the Maturity Date of the Loan as hereinafter provided; and

WHEREAS, the Lender is willing to grant such extension upon the terms set forth herein;

NOW, THEREFORE, in consideration of the foregoing Recitals and the terms and conditions set forth below, the parties hereto agree as follows:

1. Definitions. Any capitalized term used but not defined in this Amendment Agreement is used with the same meaning that applies to the use of such term in the Loan Agreement or the Note.
2. Amendments to Note. As of the Effective Date, the Note shall be amended as follows:
  - (a) The definition of Maturity Date in Section 1 of the Note shall be amended to read in its entirety as follows:

**Maturity Date means July 1, 2010.**
  - (b) Section 6(c) of the Note shall be deleted in its entirety.
3. No Note Exchange; No Novation; Continuity of Security.
  - (a) The amendment to language of the Note as provided in this Amendment Agreement shall occur without the need for any exchange of the Note originally issued to the Lender by the Tribe for another form of the Note that includes the amended language.
  - (b) All terms of the Note not expressly amended by this Amendment Agreement shall remain in full force and effect, including the principal balance thereof.
  - (c) The amendment of the Note by this Amendment Agreement shall not constitute or be construed to be a novation of any indebtedness evidenced by the Note immediately prior to the effectiveness of the amendment.

(d) The Lender shall continue to be entitled to all the priorities in interest, right and claim that existed under the Loan Documents (as defined in the Loan Agreement) immediately prior to the Effective Date.

4. Amendment of Assignment Agreement. As of the Effective Date, the identified “Maturity” of the Loan set forth in Exhibit C to the Assignment Agreement (Tax Exempt Loan XIX) dated as of July 15, 2004, but effective as of July 23, 2004, between the Lender, the Tribe and First National Bank & Trust Company of Williston, as Lenders Agent, shall be amended to be July 1, 2010.

5. Amendment of Instructions and Agreement as to Payments. As of the Effective Date, the Instructions and Agreement as to Payments dated as of July 15, 2004, but effective as of July 23, 2004, between the Tribe and the United States of America, acting through its Office of Special Trustee for American Indians within its Department of the Interior (“OST”), shall be amended as follows:

(a) In each instance in which it appears, the term “Maturity Date” shall mean July 1, 2010.

(b) The “Loan Maturity” described on Exhibit C shall be amended to be July 1, 2010.

6. Representations of the Tribe. The Tribe hereby represents to the Lender that:

(a) the Loan Principal Balance as of March 26, 2010, was \$6,520,435.77;

(b) except for the Failed Condition (defined below), no default or event of default, however defined, under any of the Loan Documents exists as of the date hereof or shall exist as of the Effective Date;

(c) all representations and warranties of the Tribe in the Tax Certificate and Agreement dated as of July 23, 2004, and each of the other Loan Documents are hereby restated as of this date and shall be deemed restated as of the Effective Date, and as so restated are and shall be true and correct in all material respects (other than any representations expressly speaking as of a prior stated date or time);

(d) the execution, delivery and performance by the Tribe of this Amendment Agreement:

(i) has been duly authorized by the Tribal Council of the Tribe;

(ii) has received all authorizations, approvals or consents, if any, required from tribal membership or any agency or instrumentality of the Tribe, any creditor of the Tribe and any other Person who has any contractual or other rights against the Tribe or with respect to the Trust Assets; and

(iii) do not violate or conflict with any provision of the Constitution of the Tribe or with any law, regulation, ruling, order or decree currently in effect or any contract, agreement, or instrument to which the Tribe or any assets of the

Casino Facilities Enterprise (as defined in the Casino Depository Agreement) are bound or subject;

(e) the Tribe has full power to execute, deliver and perform this Amendment Agreement;

(f) the Amendment Agreement has been duly executed and delivered by the Tribe, and is a valid and binding agreement of the Tribe, enforceable in accordance with its terms;

(g) no material litigation or other legal proceedings are pending or threatened which may result in a Material Adverse Effect; and

(h) the Lender has not engaged or attempted to engage, directly or indirectly in planning, organizing, directing, coordinating, or controlling all or any portion of the Tribe's gaming operations, and the Lender has no proprietary interest in those operations.

7. Effectiveness; Conditions. This Amendment Agreement shall become effective as of the day and year first stated above (the "Effective Date"), but only so long as on or before such date, each of the following conditions shall have been satisfied:

(a) the Tribe shall deliver to the Lender, each in form and substance satisfactory to the Lender:

(i) a copy of a resolution of the Tribal Council of the Tribe authorizing the execution, delivery and performance of this Amendment Agreement by the Tribe, certified to be a true copy by the Chairman and Secretary of the Tribe;

(ii) a copy of this Amendment Agreement duly executed on behalf of the Tribe; and

(b) the Tribe shall pay to the Lender an extension fee equal to 0.625% of the Loan Principal Balance as of March 26, 2010 (which fee equals \$40,752.72), plus all fees, costs and expenses of the Lender in connection with this Amendment Agreement, including the Lender's legal fees and expenses in an amount not to exceed \$10,000; and

(c) all representations of the Tribe in this Amendment Agreement shall be true and correct in all material respects.

8. Covenant to Deliver OST Consent. Not later than June 1, 2010, the Tribe shall deliver to the Lender, in form and substance satisfactory to the Lender, a written consent from the OST to the change in the Maturity Date from April 1, 2010 to July 1, 2010. Failure to deliver the OST consent as required by this Section 8 shall constitute an immediate Event of Default under the Loan Agreement and the Lender shall be entitled to exercise all rights and remedies set forth in the Loan Agreement.

9. Further Assurances. The Tribe shall, upon request of the Lender, execute and deliver such further instruments, financing statements and other assurances and do such further

acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Amendment Agreement.

10. Counterparts. This Amendment Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together shall constitute one and the same instrument.

11. Gaming Law Limitations. Notwithstanding any provision in any Loan Document or this Amendment Agreement, the Lender has not engaged or attempted to engage and shall not engage in any of the following: planning, organizing, directing, coordinating or controlling all or any portion of the Tribe's gaming operations (collectively, "Management Activities"), including, but not limited to: (a) the training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor; (b) any employment policies or practices; (c) the hours or days of operation; (d) any accounting systems or procedures; (e) any advertising, promotions or other marketing activities; (f) the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment; (g) the vendor, type, theme, percentage of pay-out, display or placement of any gaming device or equipment; or (h) budgeting, allocating, or conditioning payments of the Tribe's operating expenses; provided, however, that the Lender will not be in violation of the foregoing restriction solely because the Lender: (i) enforces compliance with any term in any Loan Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; or (ii) requires that all or any portion of the revenues securing the Note and other debts, liabilities and obligations of the Tribe to the Lender be applied to satisfy valid terms of the Loan Documents; or (iii) otherwise forecloses on all or any portion of the property securing the Note and other debts, liabilities and obligations of the Tribe to the Lender.

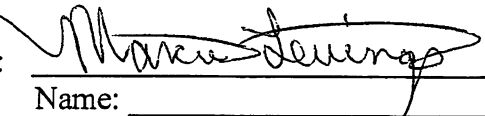
12. Waiver of Satisfaction of Condition. The Tribe has failed to deliver the consent of the OST as required by Section 8(a)(iii) of that certain Second Loan Agreement Amendment dated as of February 26, 2010 (the "Failed Condition"). On the Effective Date, the Lender shall be deemed to have waived the Failed Condition and the Tribe shall no longer be required deliver the consent of the OST relating to the Second Loan Agreement Amendment. The foregoing waiver shall be effective only with respect to the Failed Condition, and the waiver shall not entitle the Tribe to any other or further waiver in any similar or other circumstances. Except as expressly set forth in this Section, nothing in this Amendment Agreement, any other correspondence or any oral communications between the Tribe and the Lender or otherwise shall be construed to be a waiver, modification or release of any breach, Default or Event of Default, whether now existing or hereafter arising, or any of the Lender's rights and remedies under the Loan Documents. The Lender expressly reserves each and every right it may now or hereafter have against the Tribe or any property or revenues securing the Loan, except with respect to the Failed Condition (the waiver of which is conditioned as set forth above).

13. Other Provisions. On and after the Effective Date, all provisions of the Loan Agreement and the Note, as amended by this Amendment Agreement, that have not been amended by this Amendment Agreement shall be and remain in full force and effect, including, but not limited to, those provisions relating to the following: governing law, benefited parties, notices, amendments, assignability, jurisdiction, indemnification, waiver of sovereign immunity, waiver of the exhaustion of tribal remedies, arbitration and dispute resolution.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this **Third Loan Amendment Agreement (Loan XIX)** as of the date first above written.

**THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION, as  
Tribe**

By:   
Name: \_\_\_\_\_  
Title: Tribal \_\_\_\_\_

*[TRIBE SIGNATURE PAGE TO THIRD LOAN AGREEMENT AMENDMENT (LOAN XIX)]*



**OUTSOURCE MANAGEMENT, LLC, as attorney  
in fact for MARSHALL INVESTMENTS  
CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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(d) the execution, delivery and performance by the Tribe of this Amendment Agreement:

(i) has been duly authorized by the Tribal Council of the Tribe;

(ii) has received all authorizations, approvals or consents, if any, required from tribal membership or any agency or instrumentality of the Tribe, any creditor of the Tribe and any other Person who has any contractual or other rights against the Tribe or with respect to the Trust Assets; and

(iii) do not violate or conflict with any provision of the Constitution of the Tribe or with any law, regulation, ruling, order or decree currently in effect or any contract, agreement, or instrument to which the Tribe or any assets of the

Casino Facilities Enterprise (as defined in the Casino Depository Agreement) are bound or subject;

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12. Waiver of Satisfaction of Condition. The Tribe has failed to deliver the consent of the OST as required by Section 8(a)(iii) of that certain Second Loan Agreement Amendment dated as of February 26, 2010 (the "Failed Condition"). On the Effective Date, the Lender shall be deemed to have waived the Failed Condition and the Tribe shall no longer be required deliver the consent of the OST relating to the Second Loan Agreement Amendment. The foregoing waiver shall be effective only with respect to the Failed Condition, and the waiver shall not entitle the Tribe to any other or further waiver in any similar or other circumstances. Except as expressly set forth in this Section, nothing in this Amendment Agreement, any other correspondence or any oral communications between the Tribe and the Lender or otherwise shall be construed to be a waiver, modification or release of any breach, Default or Event of Default, whether now existing or hereafter arising, or any of the Lender's rights and remedies under the Loan Documents. The Lender expressly reserves each and every right it may now or hereafter have against the Tribe or any property or revenues securing the Loan, except with respect to the Failed Condition (the waiver of which is conditioned as set forth above).

13. Other Provisions. On and after the Effective Date, all provisions of the Loan Agreement and the Note, as amended by this Amendment Agreement, that have not been amended by this Amendment Agreement shall be and remain in full force and effect, including, but not limited to, those provisions relating to the following: governing law, benefited parties, notices, amendments, assignability, jurisdiction, indemnification, waiver of sovereign immunity, waiver of the exhaustion of tribal remedies, arbitration and dispute resolution.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this **Third Loan Amendment Agreement (Loan XIX)** as of the date first above written.

**THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION, as  
Tribe**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Tribal \_\_\_\_\_

*[TRIBE SIGNATURE PAGE TO THIRD LOAN AGREEMENT AMENDMENT (LOAN XIX)]*

**OUTSOURCE MANAGEMENT, LLC**, as attorney  
in fact for **MARSHALL INVESTMENTS  
CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[LENDER SIGNATURE PAGE TO THIRD LOAN AGREEMENT AMENDMENT (LOAN XIX)]*



**CONSENT OF OFFICE OF SPECIAL TRUSTEE FOR AMERICAN INDIANS**

The undersigned, an authorized representative of the Office of Special Trustee for American Indians within the Department of the Interior of the United States of America (the "OST"), hereby consents to the following:

1. The OST hereby consents to an amendment to the Instructions and Agreement as to Payments (Loan XIX), dated as of July 15, 2004 (the "Instructions"), between the Three Affiliated Tribes of the Fort Berthold Reservation, a federally recognized Indian tribe (the "Tribe"), and the OST, whereby the Maturity Date (as defined in the Instructions) of the Loan (as defined in the Instructions) is extended from April 1, 2010 to July 1, 2010.

2. The OST hereby consents to an amendment to the Assignment Agreement (Tax Exempt Loan XIX) (Three Affiliated Tribes of the Fort Berthold Reservation), dated as of July 15, 2004 (the "Assignment Agreement"), among the Tribe, First National Bank & Trust Co. of Williston, and Marshall Investments Corporation, whereby the maturity date of the Subject Loan (as defined in the Assignment Agreement) is extended to July 1, 2010.

Dated: \_\_\_\_\_, 2010

**OFFICE OF SPECIAL TRUSTEE FOR  
AMERICAN INDIANS**

By: \_\_\_\_\_  
Its \_\_\_\_\_



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, 5 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 30<sup>th</sup> day of March 2010; 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 30<sup>th</sup> day of March 2010

  
 \_\_\_\_\_  
 Tribal Secretary, V. Judy Brugh  
 Tribal Business Council  
**Three Affiliated Tribes**

**ATTEST:**  
  
 \_\_\_\_\_  
 Tribal Chairman, Marcus Levings  
 Tribal Business Council  
**Three Affiliated Tribes**