



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

A Resolution entitled, "Approval of Amendment to Agreement with Tribal Financial Advisors ("TFA") to serve as Financial Advisor for the Three Affiliated Tribes on Tribal Refinancing including the Elbowoods Memorial Health Facility Housing Project"

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 15th, 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, The Tribal Business Council desires to refinance the current tribal obligations, new working capital needs and new construction needs into a single financial instrument; and

WHEREAS, The Tribal Business Council has previously engaged Tribal Financial Advisors to provide the necessary financial advice and services for the Tribe's ongoing refinancing project; and

WHEREAS, The Tribal Business Council now desires to amend the contract with Tribal Financial Advisors to include additional financing efforts including financial feasibility analysis for the proposed bonding issue for the Elbowoods Memorial Health Facility housing project.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby approves the attachment amendment proposal with Tribal Financial Advisors to continue to serve as Financial Advisor for the Tribes' proposed financing efforts; and

BE IT FURTHER RESOLVED, The approved Amendment with Tribal Financial Advisors shall include a provision and terms for a Financial Feasibility Analysis for a proposed bond issue in support of Elbowoods Memorial Health Facility housing project; and

August 6, 2010

The Honorable Marcus D. Levings
Tribal Chairman
Mervin Packineau
Treasurer, Tribal Business Council
Three Affiliated Tribes of the Fort Berthold Indian Reservation
404 Frontage Road
New Town, North Dakota 58763

Re: Engagement of Tribal Financial Advisors, Inc. to serve as Financial Advisor and provide a Financing Feasibility Analysis

Dear Chairman Levings and Treasurer Packineau:

This engagement letter (the “Engagement Agreement”) will confirm that The Three Affiliated Tribes of the Fort Berthold Indian Reservation (“TAT” or the “Tribe”) has engaged Tribal Financial Advisors, Inc. (“TFA”) to act as their financial advisor with respect to any transaction or series of transactions involved in refinancing existing debt or raising of incremental capital to be used by the Tribe for either TAT government uses, including support of the Tribe’s general fund, or TAT’s enterprises (the “Financing” or “Financings”). Additionally and separately, TAT has engaged TFA to conduct a financing feasibility analysis (the “Analysis”) in connection with the Tribe’s proposed approximate \$12.0 million housing financing (the “Housing Financing”). We look forward to continue working with you in assisting, developing and executing your financial plan to accomplish your goals.

1. Financial Advisory Services to Be Rendered. In relation to any Financing, TFA will perform the following services:

- a) Familiarize itself to the extent it deems appropriate with the business, operations, financial condition and prospects of the TAT’s existing business operations, including analyzing all existing debt agreements and related documents;
- b) Familiarize itself to the extent it deems appropriate with the business enterprise or activity to be associated with the Financing;
- c) Analyze existing and any proposed new debt and its possible affect on TAT;
- d) As needed, develop extensive cash flow models that includes:
 - Current and potential future sources of revenue, including those from existing gaming and any other operations of TAT
 - TAT’s capital expenditure and investment plans for its various businesses
 - TAT’s existing and possible future debt obligations
 - The current and future governmental cash flow needs of TAT

- e) Based upon the proposed size of the new debt and the cash flow model, perform sensitivity analysis on its structure and amount to understand the possible effects on TAT considering its governmental needs and long-term goals;
- f) Assist with the negotiation of all deal terms and execution of all documentation of the Financings and confirm they are consistent with current market conditions;
- g) Regularly communicate with the TAT's Council and any other parties as required by TAT, to fully explain and obtain feedback on the proposed deal and its terms;

2. Financial Advisory Services to Be Rendered in Connection with the Housing Financing. In relation to the Analysis, TFA will perform the following services:

- a) Evaluate all cash flows, as projected by TAT, associated with the proposed housing project, including healthcare clinic revenues, other program revenues, joint venture revenues, as well as program expenditures, capital costs, and debt service (interest expense and principal repayment, the terms of which are to be provided by the proposed placement agent for the Housing Financing).
- b) Analyze the proposed new debt and its possible affect on TAT;
- c) Develop a cash flow model that incorporates the financial projections supplied by TAT to assess the financial feasibility of the Housing Financing.
- d) Provide a written financial feasibility analysis that includes a summary of the cash flow model and notes the major assumptions used to prepare the financial projections.
- e) If requested, present findings to Tribal Council with in-person meeting.

In connection with TFA's activities on TAT's behalf, TAT agrees to cooperate with TFA and will furnish it, or cause to be furnished, all information and data concerning TAT that TFA reasonably deems appropriate and will provide TFA with access to TAT's financial staff, legal counsel, management, project contractors and project lenders, and Tribal leaders as reasonably requested by TFA.

To enable TAT to meet its goals and objectives TFA stands ready to assist and advise TAT from a financial standpoint as TAT may require. However, any services requested of TFA by TAT which are reasonably deemed by TFA to be outside the scope of the Financing or the Analysis, shall be addressed in a separate engagement agreement.

3. TFA Compensation. In return for the services contemplated herein for the period commencing August 6, 2010 TFA's compensation from the Tribes will include:

- (a) Monthly Fees. A monthly fee in the amount of \$15,000 payable in advance in full on the 15th day of each month (the "Monthly Fees") until the termination of TFA's engagement pursuant to Section 6 of this Engagement Agreement.

- (b) Completion Fees. Upon consummation of a Financing Event (as defined below), an amount equal to 50 basis points (0.50%) of such Financing Event payable in full, in cash, upon the closing of a Financing Event. For purposes of this Engagement Agreement, a "Financing Event" shall mean the completion of all or any portion of a Financing which includes taxable and/or tax-exempt bank or bonds and which is used for various purposes, including (but not limited to) refinancing of existing indebtedness, tribal housing, a government center, a hotel/casino expansion and/or other general tribal governmental purposes. For the purposes of this Engagement Agreement, services rendered in connection with the negotiation of the extension of existing indebtedness associated with TAT 16, TAT 17, TAT 18 and TAT 19 loans are not subject to a Completion Fee.
- (c) Analysis Fee. \$20,000 shall be due payable in two installments. 50% payable upon execution of this Engagement Agreement and 50% payable upon delivery of the Analysis. For purposes of this Engagement Agreement, the Analysis shall be deemed complete when the Analysis is presented to and discussed with the Tribal CFO, regardless of whether an in-person presentation is then requested. This assignment is expected to take approximately 30 to 45 days to complete, but will be flexible based upon availability of TAT's Tribal Council and TAT's financial staff and legal counsel. The Analysis is to be prepared in an independent fashion in conjunction with the Housing Financing.
- (d) Expenses. TAT will reimburse TFA for its reasonable out-of-pocket expenses incurred in connection with this engagement. TFA will invoice TAT monthly for all out-of-pocket expenses incurred and such expenses will be payable within 15 days of receipt of the bill therefore. Provided, however, that any reimbursement by TAT for amounts over an aggregate of \$20,000 from the date hereof will require prior written approval by TAT.

TAT agrees to promptly pay TFA for any expenses reasonably incurred by it, including attorneys' fees and disbursements of such counsel, in seeking payments of all amounts owed under this Engagement Agreement including those incurred under Section [6] hereof, whether through submission of a fee application, a proceeding under Section [6] hereof or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a post petition claim.

4. Confidentiality. In connection with this engagement, each party recognizes that certain nonpublic, confidential, proprietary information relating to the other party (the "Confidential Information") has been or may be furnished to such party. Except as expressly modified by this Engagement Agreement, the Confidentiality Agreement entered into between TFA and TAT dated as of June 15, 2009 that governs Confidential Information of the parties, shall remain in full force and effect. It is further understood by the parties that any advice rendered by TFA pursuant to its engagement hereunder, including any advice rendered during the course of participating in negotiations and meetings of TAT's financial staff, management and leadership, as well as written materials provided by TFA, shall constitute Confidential Information subject to the Confidentiality Agreement, will be solely for the benefit and confidential use of TAT and will not be reproduced, summarized, described, relied upon, or referred to or given to any other person or entity for any purpose without TFA's prior express written consent.

5. Indemnification.

(a) Since TFA will be acting on behalf of TAT, TAT hereby agree to indemnify and hold harmless TFA and its affiliates, and their respective directors, officers, shareholders, agents and employees of TFA and its affiliates, and each other person, if any, controlling TFA or any of its affiliates (each, an "Indemnified Person"), to the full extent lawful, from and against all losses, claims, damages, liabilities and expenses incurred by them (including reasonable fees and disbursements of counsel) (collectively, "Losses") in investigating, preparing or defending any pending or threatened claim, investigation, action, suit or proceeding (collectively, "Claims") which: (A) are related to or arise out of, directly or indirectly (i) actions taken or omitted to be taken (including any untrue statements made or any statements omitted to be made) by TAT, or (ii) actions taken or omitted to be taken by an Indemnified Person with TAT's prior consent or in conformity with TAT's actions or omissions; or (B) are otherwise related to or arise out, directly or indirectly, of the any Indemnified Person's activities on TAT's behalf in accordance with TFA's engagement under the Engagement Agreement; provided, however, that TAT shall not be responsible for any Losses pursuant to clause (B) above to the extent that such Losses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted from such Indemnified Person's gross negligence or willful misconduct. TAT further agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to TAT for or in connection with such engagement, except for such liability for Losses by TAT that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted from such Indemnified Person's gross negligence or willful misconduct. TAT further agrees that it will not, without the prior written consent of an Indemnified Person, settle or compromise or consent to the entry of any judgment in any pending or threatened Claim in respect of which such Indemnified Person seeks indemnification hereunder (whether or not such Indemnified Person is an actual or potential party to such Claim) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Person from all Losses arising out of such Claim.

(b) If any Claim is commenced to which an Indemnified Person proposes to demand indemnification hereunder, such Indemnified Person will notify TAT promptly after becoming aware thereof; provided, however, that any failure to so notify TAT will not relieve TAT from its obligations hereunder or otherwise, except to the extent that such failure shall have actually prejudiced the defense of such Claim. TAT shall promptly pay expenses reasonably incurred by any Indemnified Person in defending, participating in, or settling any Claim in which such Indemnified Person is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Engagement Agreement, upon submission of invoices therefore, whether in advance of the final disposition of such Claim or otherwise. Each Indemnified Person hereby undertakes, and TAT hereby accepts such undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such Indemnified Person is not entitled to be indemnified therefore. If TAT so elects or is requested by such Indemnified Person, TAT will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Person and the payment of the fees and disbursements of such counsel. In the event, however, such Indemnified Person reasonably determines in its judgment that having common counsel would present such counsel with a conflict of interest or if TAT fail to assume the defense of the action or proceeding in a timely manner, then such Indemnified Person may employ separate counsel to represent or defend it in any such action or proceeding and TAT shall promptly advance its reasonable fees and disbursements of such counsel upon submission of invoices therefore. In any action or proceeding the defense of which TAT assume, the

Indemnified person will have the right to participate in such litigation and to retain its own counsel at such Indemnified Person's own expense.

(c) In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, then the parties agree that the relative fault of TAT, on the one hand, and the Indemnified Persons, on the other hand, in connection with the statements, acts or omissions which resulted in the Losses giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Persons' aggregate contribution for all Losses with respect to which contribution is available hereunder exceed the aggregate fees actually received by the Indemnified Persons pursuant to the Engagement Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

(d) TAT's indemnity, reimbursement and contribution obligations under this Engagement Agreement shall be in addition to any rights that any Indemnified Person may have at common law or otherwise.

(e) Neither termination of the Engagement Agreement nor termination of TFA's engagement shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

6. Termination. TFA's engagement hereunder may be terminated at any time, with or without cause, by TAT upon 30 days written notice to TFA, or by TFA upon 30 days written notice to TAT; provided, however, that (a) no such termination will affect the TFA's right to any accrued and unpaid Monthly Fees, Completion Fees or Analysis Fee or expense reimbursement under Section 3 of this Engagement Agreement, or the indemnification contemplated by Section 5 of this Engagement Agreement; and (b) if TAT, or any affiliate of TAT, directly or indirectly, executes a definitive agreement related to a Financing Event, which specific Financing was underway during the term of TFA's engagement and for which TFA provided financial advisory and assistance, within one year following such termination then TFA shall be entitled to the full amount of any Completion Fees that would have been due contemplated in Section 3 of this Engagement Agreement upon the closing of any such transaction.

7. Governing Law; Arbitration. This Engagement Agreement will be governed by the laws of the State of California. Except as expressly set forth in the Confidentiality Agreement of this Engagement Agreement, the parties consent to have all controversies, disputes or claims arising out or relating to this Engagement Agreement submitted to binding arbitration for final resolution. The arbitration proceedings shall follow the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted in a location mutually agreeable to the parties. The parties agree that enforcement of any arbitration award, as well as any action to permit or compel arbitration, may be brought in any court of competent jurisdiction (including TAT's tribal court), with the expressed stipulation that any court only has the power to enforce any arbitration award and does not have the power to review or amend the final resolution of the arbitration proceedings. Except as expressly set forth in the Confidentiality Agreement of this Engagement Agreement, the sole remedy for such claim is damages, not to exceed the amounts payable pursuant to this Engagement Agreement.

8. Limited Waiver of Sovereign Immunity. TAT represents that acceptance of this Engagement Agreement complies with all tribal laws, rules, ordinances and regulations applicable to TAT ("Tribal

Law”); that TFA’s obligations are solely as set forth in this Engagement Agreement; and that Tribal Law places no other obligations upon TFA. TAT expressly agrees to a limited waiver of sovereign immunity and consents to have all controversies, disputes or claims arising out of or related to this Engagement Agreement resolved in accordance with this Engagement Agreement.

9. No Agency Relationship. It is understood that TFA, in performing its services, is not the agent for TAT and does not have the actual or implied authority to enter into any contracts which bind the Tribes, without the prior written consent of the Tribes.

10. Other. TAT agrees that they will not enter into an agreement with respect to a Financing Transaction unless such agreement expressly provides for the payment of the fees to TFA as set forth in this Engagement Agreement in a form that is satisfactory to TFA as confirmed by TFA in writing.

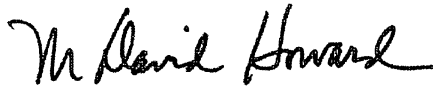
11. General. This Engagement Agreement supersedes and replaces all previous agreements or understandings regarding any work related to the Financings or the Analysis, whether written or oral, except with respect to the terms and conditions of that certain Confidentiality Agreement, which shall remain in full force and effect. All modifications, waivers of, and amendments to this Engagement Agreement must be in writing and signed by TFA and TAT. This Engagement Agreement shall be binding upon the successors and assigns of each party and shall inure to the benefit of, and be enforceable by, each party and its successors and assigns. The provisions of this Engagement Agreement shall be severable in the event that any of the provisions hereof are held in a final judgment by a court of competent jurisdiction (not subject to further appeal) to be invalid, void, or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. It is understood and agreed that no failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. This Engagement Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

Please confirm that the foregoing is in accordance with your understanding by signing and returning the enclosed duplicate of this letter. We sincerely look forward to the opportunity to advise TAT in connection with this engagement and are prepared to immediately begin work.

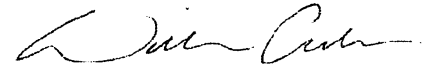
Very truly yours,



Kristi Jackson
Vice Chair and CEO



David Howard
President



William Crader
Vice President

Agreed and Accepted To:

By: _____

Its: _____

Date: _____



BE IT FINALLY RESOLVED, The Tribal Business Council directs the Tribal Chairman and the Tribal Treasurer to execute the Amendment to the Financial Services Contract and any other necessary documents to carry out the intent of this Resolution.

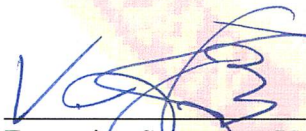
CERTIFICATION

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 Regular Meeting thereof duly called, noticed, convened and held on the 6th day of August, 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.

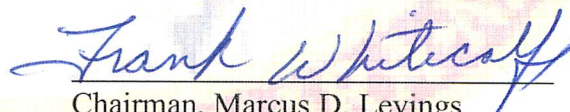
Chairman [] Voting. [] Not Voting.

Dated this 6th day of August, 2010.

ATTEST:



Executive Secretary, V. Judy Brugh.
Tribal Business Council



Chairman, Marcus D. Levings
Tribal Business Council

(SEAL)