



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

A Resolution Entitled: Adoption of Tribal Credit Transaction Code.

- WHEREAS,** The Three Affiliated Tribes of the Fort Berthold Indian Reservation (the “Tribe”) have accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS,** Article III of the Constitution and Bylaws of the Tribe provides that the Tribal Business Council is the governing body of the Tribe; and
- WHEREAS,** Article VI of the Constitution and Bylaws 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; and
- WHEREAS,** Article VI, Section 5(c) of the Constitution and Bylaws authorizes and empowers the Tribal Business Council to administer any funds or property within the exclusive control of the Tribe to make expenditures from available Tribal funds for public purposes of the Tribes; and
- WHEREAS,** The Tribal Business Council has determined in is in the interests its members to allow short term consumer loans on the Fort Berthold Reservation or in any matter that is under the jurisdiction and authority of the Three Affiliated Tribes; and
- WHEREAS,** The Tribal Business Council has reviewed the attached Tribal Credit Transaction Code and deemed it sufficient to regulate the short term consumer loan industry.



THREE AFFILIATED TRIBES

TAT CODE OF LAWS

TITLE VII – BUSINESSES AND LICENCES

CHAPTER 7 - TRIBAL CREDIT TRANSACTION CODE

TITLE VII – BUSINESSES AND LICENSES
CHAPTER 7 - TRIBAL CREDIT TRANSACTION CODE
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SECTION 1 - GENERAL PROVISIONS

- 1.01 Short Title.** This Title shall be known and may be cited as the “Tribal Credit Transaction Code”.
- 1.02 Scope.** In the furtherance of the sovereignty of the Three Affiliated Tribes, the Tribe has adopted the Tribal Credit Transaction Code and intends that it apply to all creditors and debtors and related processes, procedures and transactions that are under the jurisdiction of the Tribe and contemplated by this Title.
- 1.03 Territorial Application.** To the greatest extent provided under the law, this Title applies to all loan transactions that are under the jurisdiction of the Tribe. Without limiting the generality of the foregoing, but rather in furtherance thereof:
- 1.03.1 Except as otherwise provided in this Title or the other tribal laws of the Tribe, when a transaction bears a reasonable relation to the Fort Berthold Reservation and also to another tribe, nation, or state, or to the people residing therein the parties may contract that the law of either the Tribe or of the other tribe, nation or state shall govern their rights and duties.
- 1.03.2 In the absence of an agreement effective under subsection (1), this Title applies to transactions bearing an appropriate relation to the Fort Berthold Reservation.
- 1.03.3 As a result of the emergence of electronic commerce and the necessary involvement of the Tribe in commerce as an essential attribute of its sovereignty and to promote its self-government and provide for the economic security, health and welfare of the Tribe and its nation, the Tribe has an interest to define and clarify the law that governs transactions in electronic commerce. This Title applies to persons located within the jurisdiction of the Tribe who use the internet, facsimiles, or third persons to conduct transactions with consumers located outside of the jurisdiction of the Tribe, or to a person located outside of the jurisdiction of the Tribe who uses the internet, facsimiles, or third persons to conduct transactions with consumers within the jurisdiction of the Tribe.
- 1.04 Severability.** If the application of any provision or clause of this Title is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Title if the remaining provisions can still be given effect without the invalid provision(s) or application(s).
- 1.05 Administration.** The Department, or its designated successor, shall be charged with the administration of this Title. The Department or its designated successor is authorized to promulgate upon review and approval of the Tribal Business Council, rules regarding those matters designated to be governed by this Title.
- 1.06 Sovereign Immunity.** Nothing in this Title shall in anyway be deemed a waiver of any of the rights, privileges and immunities of the Tribe or any instrumentality or

subdivision of the Tribe whether such instrumentality or subdivision be unincorporated, incorporated or otherwise.

SECTION 2 -DEFINITIONS

2.01 Definitions. For the purposes of this Title, the following definitions apply:

- 2.01.1 "Account" means any banking, checking, credit union, commercial, savings, savings and loan, brokerage, investment, or other kind of depository account held by a consumer and includes a stored value card.
- 2.01.2 "Check" means a negotiable instrument that is drawn on a state or federal bank, credit union, or savings and loan association and is payable on demand.
- 2.01.3 "Consumer" means a natural person who is borrowing for personal, family or household purposes.
- 2.01.4 "Creditor" or "Lender" means the person regularly engaged in the business of making loans in whose favor an obligation exists by reason of which he is, or may become, entitled to the payment of money.
- 2.01.5 "Debtor" or "Borrower" means the person who, by reason of an existing obligation is, or may become liable to pay money to another, whether such liability is certain or contingent.
- 2.01.6 "Department" means the Office of the Tribal Treasurer..
- 2.01.7 "Interest" means the compensation allowed by law for the use, or forbearance, or detention of money or its equivalent, may be at a fixed or variable rate or stated amount and includes without limitation, points, loan origination fees, credit service or carrying charges, charges for unanticipated late payments, and any other charges, direct or indirect, as an incident to or as a condition of the extension of credit agreed to between the creditor and a consumer in the loan agreement. These charges do not include charges made by a third party.
- 2.01.8 "Licensee" means a person licensed under Part 6 (or who is exempt from licensing under Section 6.01.12) engaged in the business of making Loans.
- 2.01.9 "Loan" means an extension of credit by a Creditor to a Debtor repayable in accordance with the terms of the written loan agreement between the Creditor and the Debtor. For purposes of this Title, a loan does not include any transaction involving the sale of goods or services and providing financing for such goods or services.
- 2.01.10 "Negotiable Instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it: (a) is payable to bearer or to order at the time it is issued or first comes into possession of a holder; (b) is payable on demand or at a definite time; and (c) does not

state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money except that the promise or order may contain: (i) an undertaking or power to give, maintain, or protect collateral to secure payment; (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral; or (iii) a waiver of the benefit of any law intended for the advantage or protection of any obligor.

- 2.01.11 “Person” means a natural person, sole proprietorship, firm, partnership, corporation, or other entity.
- 2.01.12 “Tribal Council” shall mean the Three Affiliated Tribes Tribal Business Council.
- 2.01.13 “Tribe” means the Three Affiliated Tribes of the Fort Berthold Reservation.

SECTION 3 - EXTENSION OF CREDIT

- 3.01 A Licensee may, subject to the provisions of this Title, offer and extend credit to a consumer and in connection therewith, may charge and collect interest and other charges permitted by this Title, and may take such security as collateral in connection therewith as may be acceptable to the Licensee.

SECTION 4 - USURY AND INTEREST RATES

- 4.01 **Rate of interest set by written agreement — No maximum or usury restriction.** Unless a maximum interest rate or charge is specifically established elsewhere in this Title or the other tribal laws of the Tribe, there is no maximum interest rate or charge, or usury rate restriction between or among persons if they establish the interest rate or charge by written agreement.
- 4.02 **Loan of money — Presumption as to interest.** Whenever a loan of money is made it is presumed to be made upon interest, unless it is otherwise expressly stipulated at the time in writing.
- 4.03 **Annual rate of interest where not specified.** When a rate of interest is prescribed by a law or contract, without specifying the period of time by which such rate is to be calculated, it is to be deemed an annual rate.
- 4.04 **Loan to be repaid in current money.** A borrower of money, unless there is an express contract to the contrary, must pay the amount due in such money as is current at the time when the loan becomes due, whether such money is worth more or less than the actual money lent.
- 4.05 **Maximum rate of interest where no rate specified — Commencement where date not specified.** Under an obligation to pay interest, no rate being specified, interest is payable from the date of the inurrence of debt, unless the parties have otherwise agreed, at a maximum rate of the Category A rate of interest as established in § 4.11,

Comment [d1]: Unclear what this is

and in the like proportion for a longer or shorter term. In the computation of interest for less than a year, three hundred sixty five days are deemed to constitute a year.

- 4.06 When interest becomes part of principal.** The parties may, in any contract in writing whereby any debt is secured to be paid, agree that, if the interest on such debt is not punctually paid, it shall become a part of the principal and thereafter bear the same rate of interest as the principal debt.
- 4.07 Interest on moneys after they become due.** Unless there is an express contract in writing fixing a different rate or the interest rate clearly appears on the bill, statement, or invoice, interest is payable on all moneys at the Category B rate of interest as established in §4.11 after they become due on any instrument of writing, and on moneys lent, or due on any settlement of accounts, from the day on which the balance is ascertained, and on moneys received to the use of another and detained from that other.
- 4.08 Interest on judgments, statutory liens and inverse condemnations.** [Reserved]
- 4.09 Legal rate of interest stipulated by contract after breach.** Any legal rate of interest, stipulated by a contract, remains chargeable after a breach thereof, as before, until the contract is superseded by a verdict or other new obligation.
- 4.10 Interest on loan — Advance deduction.** The interest which would become due at the end of the term for which a loan is made, not exceeding one year's interest in all, may be deducted from the loan in advance if the parties thus agree.
- 4.11 Official interest rates.** The official interest rates, as referenced throughout this Title are as follows:
- 4.11.1 Category A rate of interest is twelve percent per year.
- 4.11.2 Category B rate of interest is eighteen percent per year.
- 4.12 Recommendations for amendment of official rates.** The Department shall annually review current interest rates, which review shall take into account the national rate of inflation and the prime lending rate as well as other indices deem proper, and, if necessary, shall recommend amendments to §4.11 to the Tribal Council.

Comment [d2]: Same

Comment [d3]: Same

SECTION 5 - LIMITATIONS ON LOANS

[Reserved]

SECTION 6 - ADDITIONAL REQUIREMENTS FOR LOANS

- 6.01 Loan requirements.** The lender shall disclose in any loan contract the following:
- 6.01.1 The amount and date of the loan;

- 6.01.2 The amount of the down payment, if any;
- 6.01.3 The dates any payments are due and the amount of payments;
- 6.01.4 A list of any property used to secure the loan;
- 6.01.5 Any liens or title filings required;
- 6.01.6 A description of the method used to compute the charges;
- 6.01.7 An explanation of any fee or charge, including the cost of the loan as an annual percentage rate (APR);
- 6.01.8 Any fee or charge that may be applied for delinquency;
- 6.01.9 The conditions for an extension of payment or maturity of the loan;
- 6.01.10 Refinancing requirements, including any fee or charge; and
- 6.01.11 The address and telephone number of the Department and that any improprieties in making the loan or in loan practices may be referred to the Department.
- 6.01.12 The following or a similar notice in a prominent place on each loan contract in at least ten-point type for any loan with a cost of the loan as an annual percentage rate exceeding 36 percent.

"THIS LOAN IS NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS. THIS LOAN SHOULD BE USED ONLY TO MEET SHORT-TERM CASH NEEDS. RENEWING THE LOAN RATHER THAN PAYING THE DEBT IN FULL WHEN DUE WILL REQUIRE PAYMENT OF ADDITIONAL FINANCE CHARGES."
- 6.01.13 The lender shall provide a copy of the loan contract to the debtor.
- 6.01.14 Unless otherwise provided in the loan contract, a Debtor may prepay a loan at any time without penalty.
- 6.02 Satisfaction of loan — Release of assignments.** When the payment of a loan is satisfied in full, the lender shall release any liens against any property used as security, cancel any note, and release all assignments associated with the contract. The lender shall send the note stamped paid in full and release any liens or assignments to the debtor within sixty days of receiving payment in full.
- 6.03 Prohibited and permitted fees — attorney fees and costs.**
 - 6.03.1 A Creditor may not charge or receive, directly or indirectly, any interest, fees, or charges except those specifically authorized by the loan contract.
 - 6.03.2 If there are insufficient funds to pay a check on the date of presentment, a Creditor may charge a fee as provided in the loan contract.

- 6.03.3 If the loan involves an electronic deduction and there are insufficient funds to deduct on the date on which the payment is due, a Creditor may charge a fee as provided in the loan contract.
- 6.03.4 Reasonable attorneys' fees and court costs may be awarded in any action on a loan entered into pursuant to this part to the extent as specifically authorized in the loan contract.
- 6.04 Prohibited acts.** A lender making loans may not commit, or have committed on behalf of the lender, any of the following prohibited acts:
- 6.04.1 engaging in the business of lending unless the Department has first issued a valid license;
- 6.04.2 threatening to use or using a criminal process in this or any other jurisdiction to collect on the loan made to a consumer in this jurisdiction or any civil process to collect the payment of loans not generally available to Creditors to collect on loans in default;
- 6.04.3 altering the date or any other information on a check received from a consumer;
- 6.04.4 altering or changing the date upon which the lender and consumer agreed to make any electronic deductions from the consumer's account unless the consumer agrees, in writing, by voice, by electronic authorization or otherwise, to the change;
- 6.04.5 making any false, misleading, or deceptive representation to a financial institution relating to a consumer who has agreed to provide payment for a loan through an electronic deduction;
- 6.04.6 using any device or agreement that would have the effect of charging or collecting more fees, charges, or interest than those allowed by this Title;
- 6.04.7 engaging in deceptive or fraudulent practices in the making or collection of a loan;
- 6.04.8 using or attempting to use the consumer's authorization to deduct the amount set forth in the loan contract or any other information obtained from the consumer or the consumer's financial institution for any purpose other than to collect the proceeds of the loan or as otherwise provided in the loan contract;
- 6.04.9 charging any interest, fees, or charges other than those specifically authorized by this Title;
- 6.04.10 making a misrepresentation of a material fact by an applicant in obtaining or attempting to obtain a license;

SECTION 7 - LICENSING AND CONSUMER PROTECTION PROCEDURES.

7.01 License — application requirements — business locations.

7.01.1 A person may not engage in or offer to engage in the business of loans unless licensed by the Department. A license may be granted to a person located within the jurisdiction of the Tribe who uses the internet, facsimiles, or third persons to conduct transactions with consumers located outside of the jurisdiction of the Tribe, or to a person located outside of the jurisdiction of the Tribe who uses the internet, facsimiles, or third persons to conduct transactions with consumers in the jurisdiction of the Tribe.

7.01.1 An applicant for a license to engage in the business of making loans shall pay to the Department a license application fee of \$500.00.

7.01.2 The application for licensure must be in writing, under oath, and in the form prescribed by the Department. The application must contain:

- (a) the name of the applicant;
- (b) the date of formation if a business entity;
- (c) the physical address of each loan office to be operated by the applicant;
- (d) the name and resident address of the owner or partners or, if a corporation or association, of the directors, trustees, and principal officers; and
- (e) any other pertinent information that the Department may require.

7.01.3 A license may not be issued for longer than 1 year. The license year must coincide with the calendar year, and the license fee for any period less than 6 months is \$300.00.

7.02 License renewal fee.

7.02.1 A person licensed under §7.01 shall pay, on or before December 1 of each year, a license renewal fee of \$400.00 for each license that the person holds under this part.

Comment [d4]: Same

7.02.2 Failure to pay any yearly license renewal fee required by this section within the time prescribed will result in the automatic revocation of the license subject to renewal.

7.03 Denial of license and license renewal.

7.03.1 The Department shall deny any new license or refuse to renew any license if:

7.03.1.1.1 information that the Department considers necessary has not been provided; or

7.03.1.1.2 the applicant makes any material misstatement of fact or any material omission of fact in the application.

7.03.2 The Department shall provide written notice to the applicant of the denial or refusal, setting forth in the notice the grounds upon which the denial or refusal is based.

7.04 License revocation or suspension — restitution — penalty.

7.04.1 The Department shall provide a 10-day written notice of a proposed violation that includes a statement of the alleged violation and provision for a hearing or an opportunity for hearing. The notice must be based on a finding that any person, licensee, or officer, agent, employee, or representative, whether licensed or unlicensed, of the person or licensee has violated any of the provisions of this Title, has failed to comply with the rules, regulations, instructions, or orders promulgated by the Department, has failed or refused to make required reports to the Department, has furnished false information to the Department, or has operated without a required license. The Department may impose a civil penalty not to exceed \$1,000 for each violation and not to exceed \$5,000 for each administrative action and may issue an order revoking or suspending the right of the person or licensee, directly or through an officer, agent, employee, or representative, to do business in the jurisdiction of the Tribe as a licensee or to engage in the business of making loans. In addition, the Department may order restitution to borrowers and reimbursement for the Department's cost in bringing the administrative action.

7.04.2 All notices, hearing schedules, and orders must be mailed to the person or licensee by certified mail to the address for which the license was issued or, in the case of an unlicensed business, to the last-known address of record.

7.04.3 A revocation, suspension, or surrender of a license does not relieve the licensee from civil or criminal liability for acts committed prior to the revocation, suspension, or surrender of the license.

7.04.4 The Department may reinstate any suspended or revoked license if there is not a fact or condition existing at the time of reinstatement that would have justified the department's refusal to originally issue the license. If a license has been suspended or revoked for cause, an application may not be made for the issuance of a new license or the reinstatement of a suspended or revoked license for a period of 6 months from the date of suspension or revocation.

7.04.5 All civil penalties collected pursuant to this section must be deposited in the Tribe's general fund.

7.05 Complaint procedure. Each licensee shall appoint a resident agent for service of process or for receipt of all consumer inquiries, including complaints, and provide notice of such appointment to the Department.

7.06 Information and annual reports.

7.06.1 Each licensee shall keep and use books, accounts, and records that will enable the Department to determine if the licensee is complying with the provisions of this Title and maintain any other records required by the Department. The Department is

authorized to examine the records at any reasonable time and upon reasonable notice. The records must be kept for 2 years following the last entry on a loan and must be kept according to reasonable procedures that include an examiner being able to review the recordkeeping and reconcile each loan with documentation maintained in the consumer's loan file records.

- 7.06.2 Each licensee shall file, on forms prescribed by the Department, an annual report with the department on or before March 31 for the 12-month period in the preceding year ending as of December 31. The report must disclose in detail and under appropriate headings:
 - 7.06.2.1 the assets, and liabilities of the licensee at the beginning and the end of the period;
 - 7.06.2.2 the income, expense, gain, loss, and balance sheets;
 - 7.06.2.3 the total number of loans made in the year ending as of December 31 of the previous year, including: (i) the number of individual consumers with 12 or fewer new loans; and (ii) the number of individual consumers with 13 or more new loans;
 - 7.06.2.4 the average loan amount, average annual interest percentage rate, and average loan term;
 - 7.06.2.5 the total number of loans outstanding as of December 31 of the previous year;
 - 7.06.2.6 the minimum and maximum amount of checks for which deposits were deferred in the year ending as of December 31 of the previous year;
 - 7.06.2.7 the total number and dollar amount of returned checks, the total number and dollar amount of checks recovered, and the total number and dollar amount of checks charged off during the year ending as of December 31 of the previous year; and
 - 7.06.2.8 the total number and dollar amount of agreements involving electronic transactions or deductions, the total number and dollar amount of electronic deductions made by the licensee, and the total number and dollar amount of electronic deductions for insufficient funds charged off during the year ending as of December 31 of the previous year.
- 7.06.3 A report must be verified by the oath or affirmation of the owner, manager, or president of the lender.
- 7.06.4 If a licensee conducts another business or is affiliated with other licensees under this part or if any other situation exists under which allocations of expense are necessary, the licensee shall make the allocation according to appropriate and reasonable accounting principles as approved by the Department.
- 7.06.5 Information about any other business conducted on the same premises where loans are made must be provided as required by the Department.

7.07 Civil remedies.

- 7.07.1 The remedies provided in this section are exclusive and cumulative and apply to licensees and unlicensed persons to whom this Title applies. The tribal courts of the Tribe have exclusive jurisdiction to apply and enforce the provisions of this Title, including this part.
- 7.07.2 Any person found to have intentionally violated this part is liable to the consumer for actual damages. Costs and attorneys fees shall not be awarded unless specifically provided for in the loan contract.
- 7.07.3 A consumer may sue for injunctive and other similar equitable relief to stop a person from violating any provisions of this Title.
- 7.07.4 The consumer may not bring a class action suit to enforce this Title.
- 7.07.5 The consumer and the licensee or unlicensed person may agree to arbitration in accordance with the terms of the loan contract. The remedies provided in this section are intended to be the exclusive remedies available to a consumer for a violation of this Title.

7.08 Investigations by department —subpoenas — oaths — examination of witnesses and evidence.

- 7.08.1 The Department may investigate any matter, upon complaint or otherwise, if it appears that a person has engaged in or offered to engage in any act or practice that is in violation of any provision of this Title or any rule adopted or order issued by the Department pursuant to this Title.
- 7.08.2 The Department may issue subpoenas to compel the attendance of witnesses and the production of documents, papers, books, records, and other evidence before it in any matter over which it has jurisdiction, control, or supervision pertaining to this Title. The Department may administer oaths and affirmations to a person whose testimony is required.
- 7.08.3 If a person refuses to obey a subpoena or to give testimony or produce evidence as required by the subpoena, a judge of any tribal court of the Tribe may, upon application and proof of the refusal, issue a subpoena or subpoena duces tecum for the witness to appear before the Department to give testimony and produce evidence as may be required. The clerk of court shall then issue the subpoena, as directed, under the seal of the court, requiring the person to whom it is directed to appear at the time and place designated in the subpoena.
- 7.08.4 If a person served with a subpoena refuses to obey the subpoena or to give testimony or produce evidence as required by the subpoena, the department may proceed under the contempt provisions or as otherwise provided by the tribal law of the Tribe.

7.09 Production of records located outside state — Alternate procedures — Designated record inspectors. If the Department requires the production of records that are located outside the jurisdiction of the Tribe, the party shall either make them available to the Department at a convenient location within the Fort Berthold Reservation or pay the reasonable and necessary expenses for the Department to examine them at the place where they are maintained. The Department may designate representatives to inspect them on the Department's behalf.

7.10 Cease and desist orders.

7.10.1 If it appears to the Department that a person has engaged in or is about to engage in any act or practice constituting a violation of any provision of this Title or any rule adopted or order issued by the Department pursuant to this Title, the Department may issue an order directing the person to cease and desist from continuing the act or practice after reasonable notice and opportunity for a hearing. The order may apply only to the alleged act or practice constituting a violation of this Title. The Department may issue a temporary order pending the hearing that:

- (a) remains in effect until 10 days after the hearings examiner issues proposed findings of fact and conclusions of law and a proposed order; or
- (b) becomes final if the person to whom notice is addressed does not request a hearing within 10 days after receipt of the notice.

7.10.2 A violation of an order issued pursuant to this section is subject to the penalty provisions of this Title and the tribal laws of the Tribe.

7.11 Injunctions — receivers.

7.11.1 Whenever the Department has reason to believe that a person is using, has used, or is about to knowingly use any method, act, or practice that violates any provision of this Title or any rule adopted or order issued by the Department pursuant to this Title, the Department, upon determining that proceeding would be in the public interest, may bring an action in the name of the Tribe against the person to restrain by temporary or permanent injunction or temporary restraining order the use of the unlawful method, act, or practice.

7.11.2 The notice for an action pursuant to subsection (1) must state generally the relief sought and be served at least 20 days before the hearing of the action in which the relief sought is a temporary or permanent injunction. The notice for a temporary restraining order is governed by the tribal laws of the Tribe.

7.11.3 An action under this section may be brought in the any tribal court of the Tribe.

7.11.4 A tribal court may issue temporary or permanent injunctions or temporary restraining orders to restrain and prevent violations of this Title, and an injunction must be issued without bond to the Department. If the Department is successful in obtaining an

injunction or restraining order under this section, the Department is entitled to an award of reasonable attorneys' fees and costs.

7.11.5 In addition to all other means provided by law for the enforcement of a restraining order or injunction, the court in which the action is brought may impound and appoint a receiver for the property and business of the defendant, including books, papers, documents, or records pertaining to the property or business, or as much of the property or business as the court considers reasonably necessary to prevent violations of this part. The receiver, when appointed and qualified, has the powers and duties as to custody, collection, administration, winding up, and liquidation of the property and business that are conferred upon the receiver by the court.

7.12 Lenders exempt from licensing requirements. The following entities are exempt from the licensing and reporting requirements of this part:

7.12.1 Any incorporated or unincorporated instrumentality and subdivision that is established by the Tribe under the tribal laws of the Tribe and wholly owned, directly or indirectly, by the Tribe;

7.12.2 Any state bank and its subsidiary;

7.12.3 Any national bank and its subsidiary;

7.12.4 Any bank holding company and its subsidiary; and

7.12.5 Any other federally insured financial institution, its holding company and subsidiary.



NOW, THEREFORE BE IT RESOLVED, The Three Affiliated Tribes Tribal Business Council hereby approves the Tribal Credit Transaction Code in its entirety; and

BE IT FURTHER RESOLVED, the Tribal Credit Transaction Code shall be tentatively cited as Title VII, Chapter 7 – Tribal Credit Transaction Code and said citation may be modified at a later date.


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, 7 were present at a Regular meeting thereof duly called, noticed, convened, and held on the 14 day of JULY 2011; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 1 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] Voting. [] Not Voting.

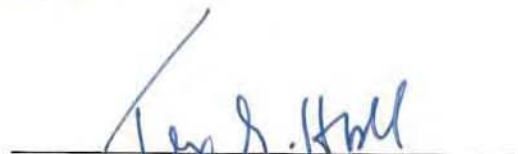
Dated this 14 day of July 2011.

ATTEST:



Tribal Secretary V. Judy Brugh

Tribal Business Council
Three Affiliated Tribes



Tribal Chairman, Tex G. Hall

Tribal Business Council
Three Affiliated Tribes

