



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

A Resolution Entitled: “Approving the Authorization and Agreement for Cash Management Services between the Three Affiliated Tribes and The Bank of the West.”

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, 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, Article VI, Section 5 (l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies and Tribal officials on the Reservation; and

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

WHEREAS, The Tribal Business Council and Chief Financial Officer have reviewed the Authorization and Agreement for Cash Management Services, now formally approves the attached agreement with The Bank of the West.

THEREFORE BE IT RESOLVED, The Tribal Business Council of the Three Affiliated Tribes hereby formally approves the attached Authorization and Agreement for Cash Management Services with Bank of the West.

(Signature Page to Follow)



AUTHORIZATION AND AGREEMENT FOR CASH MANAGEMENT SERVICES

This Authorization and Agreement for Cash Management Services (this "Agreement") is executed by each of the business organizations named below (collectively, the "Business Entities"). Each Business Entity acknowledges that it has received from Bank of the West ("Bank") the *Cash Management Terms and Conditions* ("Terms and Conditions"), *Deposit Account Disclosure for Business Accounts* ("Disclosure Booklet"), applicable Schedules of Fees and Charges, applicable User Materials, related documents and disclosures (collectively, the "Disclosure Agreement") pertaining to the provision of one or more Cash Management Services (collectively "Services") by Bank to the Business Entities. Each Business Entity agrees that the Services obtained from Bank are subject to this Agreement, the Terms and Conditions, and the Disclosure Agreement, as those documents currently exist and may be added to, deleted from or otherwise changed from time to time in the future. Each Business Entity expressly acknowledges and agrees that if it has any electronic services, amendments to the Terms and Conditions and the Disclosure Agreement may be delivered or posted electronically, as is further disclosed in the Terms and Conditions. Capitalized terms used in this Agreement, not otherwise defined, have the meanings given to them in the Terms and Conditions.

Multiple Entry Cash Management Services Linking - Check Application -

Each of the undersigned Business Entities hereby authorizes the linking of its accounts with all of the below-named Business Entities for the selected Services. Each of the undersigned Business Entities hereby appoints the Business Entity first listed below ("Principal Business Entity") to act as the attorney in fact for such Business Entity with respect to all matters concerning Services with Bank, such authority specifically, but without limitation, including the right to: (1) establish, continue, modify, and terminate an account, Service or other banking arrangement made by or on behalf of Business Entity; (2) contract to procure other such Services available from Bank as Principal Business Entity considers desirable; (3) receive bank statements, vouchers, notices, and similar documents from a financial institution and act with respect to them; and (4) designate a person(s) ("Designee(s)") to act with respect to the Services. This power of attorney is coupled with an interest.

The undersigned intend that Bank treat all Business Entities as one entity for purposes of the Services provided pursuant to this Agreement. Specifically and without any limitation intended, each Business Entity specifically authorizes all deposit [and other] accounts of each Business Entity to be linked together for Account Analysis purposes, linked in the Deposit Concentration Service, linked in the Zero Balance Accounting Service, linked in access via our Online Banking Service through any website owned, operated, controlled, or maintained by Bank or any of its affiliates, without restriction. The accounts so linked may include, without limitation, deposit accounts (for example and without limitation, savings, checking, money market, certificates of deposit), credit accounts (for example and without limitation, lines of credit, credit cards, loans, leases), investment and brokerage accounts (for example and without limitation, mutual funds, stocks, securities, annuities) and any and all other accounts that we may now or in the future hold for or on behalf of any named Business Entity.

Each Business Entity represents with respect to the individual who executes this Agreement on its behalf ("Designee") that the Designee is an authorized signer for the Business Entity. Each Business Entity agrees that:

- Any Designee is authorized to access any account of any Business Entity named in this Agreement when such access is accomplished electronically via any Service provided in accordance with this Agreement.
- Each Designee shall further be entitled to access and control all such accounts singly via the Service without regard to any multiple signer designations, requirements, or restrictions that might otherwise be applicable to a specific account but for this Agreement. Such access includes, without limitation, the ability to: (1) control such accounts electronically; (2) view or initiate transactions including, without limitation, withdrawals; (3) deposit and transfer money; (4) generally perform all types of electronic transactions to and from each account of each Business Entity; and (5) further authorize other users to access the accounts to perform similar functions (under the control of such persons authorized hereunder).

Each Business Entity acknowledges and agrees that the linking of its business account(s) through the designated Services as contemplated in this Agreement could subject each of the Business Entities



(individually or collectively) to claims involving or arising out of the commingling of funds, and each Business Entity hereby assumes all of the risks involved. Each Business Entity further acknowledges and agrees that, for purposes of Online Banking, the granting of access to the deposit accounts of each Business Entity by way of a single identification number and password is provided by Bank only at the request and for the convenience of each Business Entity. Each Business Entity, individually and collectively, agrees to indemnify, protect, hold harmless and defend Bank from and against any and all claims, demands, damages, expenses, liabilities or costs (including attorneys' fees, professional fees and court costs), of whatever kind or nature whatsoever, in connection with or arising from allowing any of the accounts belonging to each Business Entity to be linked to one another for access via the Services or from the provision of the Services.

There are no additional pages attached to this Agreement, which contain additional Business Entities whose accounts and services may also be linked to the accounts of the Business Entities reflected on this page.

Cash Management Services Requested


- | | |
|--|---|
| <input type="checkbox"/> Account Analysis Service | <input type="checkbox"/> ImageExpress Services |
| <input type="checkbox"/> Account Reconciliation Services | <input type="checkbox"/> Online Banking Services |
| <input checked="" type="checkbox"/> ACH Blocked Service | <input type="checkbox"/> Payment Orders ACH |
| <input type="checkbox"/> Assured Access Card TM Services | <input type="checkbox"/> Payment Orders Wires |
| <input type="checkbox"/> Cash Vault Services | <input checked="" type="checkbox"/> Positive Pay Services |
| <input type="checkbox"/> Controlled Disbursement | <input type="checkbox"/> RemittanceBanking Services (LockBox) |
| <input type="checkbox"/> Deposit Concentration Service | <input type="checkbox"/> Remote Cashier's Check Service |
| <input type="checkbox"/> Direct Delivery of Checks Service | <input type="checkbox"/> SecureDirect Banking Integration |
| <input type="checkbox"/> DirectPay Manager | <input type="checkbox"/> Sweep Services |
| <input type="checkbox"/> Electronic Commerce Service | <input type="checkbox"/> Tax Direct Services |
| <input type="checkbox"/> Electronic Deposit Service | <input type="checkbox"/> Third Party Depository Services |
| <input type="checkbox"/> Image Clearing Service | <input type="checkbox"/> Zero Balance Accounting Services |

Each Business Entity understands that use of any Service is subject to: (1) Bank's receipt of any required information and documentation; (2) Bank's approval; and (3) each Business Entity's completion of any testing or training requirements.

The undersigned Designee, and each of them, is an officer, owner, principal or other authorized individual of the Business Entity on whose behalf the Designee is acting. The undersigned Business Entity and Designee represent and warrant that the Business Entity on whose behalf the Designee is acting has taken all action required by its organizational or constituent documents to authorize the undersigned Designee to execute and deliver this Agreement and any other documents Bank may require with respect to a Service, and to provide to Bank instructions, and to designate employees and agents to act in the name of and on behalf of the Business Entity regarding the Services and any and all accounts affected by any Service obtained on behalf of the Business Entity.

BUSINESS ENTITIES JOINING THIS AGREEMENT SERVICES

PRINCIPAL BUSINESS ENTITY

Tax Identification Number 45-0323672	
Business Entity Name Three Affiliated Tribes	Printed Signer's Name Whitney Bell
Authorized Signature 	Title CFO

Tax Identification Number:	
Business Entity Name	Printed Signer's Name
Authorized Signature	Title



RESOLVED: The _____, or _____
 _____, _____, or _____
 (Title) (Name) (Title) (Name) (Title) (Name)

of this Corporation is authorized to enter into any cash management services agreements with Bank of the West, to designate from time to time persons, in such number as may be directed, to manage any cash management service and otherwise give instructions regarding this organization's cash management service(s).

RESOLVED further that the authority conferred is in addition to any other authorizations in effect and shall remain in force until Bank receives written notice of its revocation at the office where the account is maintained or at such other location as Bank may direct.

CERTIFICATION

I certify that this resolution was adopted by this organization in accordance with law and its charter documents at a meeting duly held by this organization's governing body, and is now in effect. I certify that all of the signatures on the reverse are genuine and are those of person(s) who are authorized to execute the form who has such title as is listed above. I further certify that I have full authority to execute this certification. Bank of the West is entitled to rely upon this certification until written notice of its revocation is delivered to Bank of the West.

10-16-14
 DATED

[Handwritten Signature]
 SIGNATURE

K. Judy Brush
 PRINT NAME/TITLE (Must be Secretary or Assistant Secretary)

For Bank Use Only

Bank of the West (Office/Unit)	Bank of the West (Cash Management Sales)
Name:	Name: Kristi Martin
Title:	Title: CM Consultant
Office/Unit:	
Date:	Date:
Signature	Signature





**COMMERCIAL BANKING GROUP
ACH POSITIVE PAY SIGN UP FORM**

Organization Legal Name Three Affiliated Tribes	Tax Identification Number 45-0323672
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By executing this form, the undersigned Organization hereby requests the ACH Positive Pay service from Bank of the West ("us" or "our").

This Organization acknowledges that it has received from us the most current Cash Management Terms and Conditions and applicable Schedules of Fees and Charges, User Materials, related documents and disclosures (collectively, the "Agreement") pertaining to the provision of the ACH Positive Pay service to the Organization. The Organization agrees that the ACH Positive Pay service obtained from us is subject to the Agreement; as such document currently exists and as may be added, to, deleted from or otherwise changed from time to time in the future.

The Organization designates the following individual(s) as authorized System Administrator(s) (as such term is defined in the Agreement) for the ACH Positive Pay service. This Organization acknowledges that any System Administrator for the ACH Positive Pay service has the rights and obligations for security of this Organization's ACH Positive Pay service, including, without limitation, the ability to create additional user(s) and assign security levels to such additional user(s) of the ACH Positive Pay service.

This designation represents does not represent a *change* in System Administrator(s).

System Administrator Name Email Address System Administrator Signature
(Two Recommended)

[Redacted]	[Redacted]	[Redacted]

This Organization does not require an approval by a different System Administrator to create/modify and assign security levels to individuals who are authorized users of this Organization's ACH Positive Pay service. A newly created/modified operator may have immediate access to the ACH Positive Pay service upon our receipt of an acceptable authorization from any one System Administrator.

If a general partnership, limited partnership, limited liability partnership, the undersigned certifies that they are all the general partners or managing partners of the Organization; if a corporation, they are the authorized officers; and if a limited liability company, they certify that they are all the members of the Organization or all the managers of the Organization.

Printed Signer's Name Whitney Bell	Printed Signer's Name
Title CFO	Title
Authorized Signature	Authorized Signature
Date	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, 5 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 16th day of October, 2014; 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 16th day of October, 2014.



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

ATTEST:


Tribal Chairman, Tex G. Hall
Tribal Business Council
Three Affiliated Tribes