

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

- WHEREAS, This National having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS, The Constitution of the Three Affiliated Tribes 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 Tribes and Tribal members; and
- WHEREAS, Article VI, Section 5(1) of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to adopt resolutions regulating the procedures of the Tribal Business Council and other Tribal agencies; and
- WHEREAS, the Tribal Personnel Director is currently developing policies and procedures governing the administration of the Tribes formal employee retirement plan; and
- WHEREAS, the proposed Three Affiliated Tribes Employee Retirement Plan requires a Plan Administrator who is responsible for managing the operation and administration of the Plan and a Trustee who is responsible for managing the contributions made toward the Plan, investing the funds of the Plan, and disposing of such Plan assets; and

NOW THEREFORE BE IT RESOLVED that the Tribal Business Council hereby appoints Amy Henry, Personnel Director/Employment Administrator as Plan Administrator of the Tribes' Retirement Plan; and

BE IT FURTHER RESOLVED that the Tribal Business Council designate the following persons as Trustee for the Tribes' Retirement Plan:

1. Tribal Controller
2. Tribal Personnel Director
3. Tribal Treasurer; and

BE IT FURTHER RESOLVED that approval of Plan policies and procedures, investments and all other business relevant to the administration of the Plan shall be obtained from the respective Tribal Business Council committee delegated to oversee the Tribal Personnel Office.

ARTICLE VIII

DUTIES OF PLAN ADMINISTRATOR AND TRUSTEE

8.1 Duties of Plan Administrator:

The Plan Administrator shall be the Employer or an individual designated by the Employer who has agreed to assume such responsibilities. The Plan Administrator will control and manage the operation and administration of the Plan. The Plan Administrator's primary responsibilities in this regard shall include, but are not limited to, the following:

- A. Administer the Plan by the general rules in the Plan document on a uniform basis so as not to discriminate in favor of any Participant, and for the exclusive benefit of the Participants and their Beneficiaries;
- B. Resolve all questions relating to Employee participation and the payment of benefits under the Plan;
- C. Maintain all necessary records for the administration of the Plan and pay all associated costs for the administration of the Plan;
- D. Serve as the agent for the service of legal process with respect to the Plan;
- E. Notify, counsel, and assist Participants and Beneficiaries regarding any rights, benefits, or elections available under the Plan;
- F. Prepare and file proper forms for tax qualification status and any reports and tax forms as may be required from time to time by any governmental agency;
- G. Implement the claims review procedure under Section 10.7;
- H. Appoint agents or employ Persons to assist in administering the Plan.

The acceptance of the appointment as Plan Administrator must be in writing and a copy of the appointment sent to the Prototype Sponsor. The Employer may make a written revocation of his selection of the Plan Administrator. The resignation of the Plan Administrator must be written and a copy sent to the Prototype Sponsor.

The Insurer shall not be designated as the Plan Administrator. An agent or employee of the Insurer shall not be designated as the Plan Administrator without the prior written consent of an authorized officer of the Insurer.

8.2 Multiple Fiduciaries:

Any Person or Persons may serve in more than one fiduciary capacity with respect to the Plan (including service both as Trustee and Plan Administrator). Where more than one Person serves as Plan Administrator, such Persons may agree in writing to allocate among themselves the various powers and duties prescribed in Section 8.1, provided all such Persons sign such agreement. A copy of any such agreement shall be retained with the other Plan documents.

8.3 Selection and Removal of Trustees:

The Employer shall select one or more Persons to serve as Trustee for the trust established pursuant to the Plan. The signature of a Trustee in Article I shall constitute acceptance of his appointment and of the Trustee's responsibilities enumerated herein. Any Trustee may resign by written notice delivered to the Employer, and any Trustee may be removed by the Employer by written notice delivered to such Trustee. Any Trustee who resigns, dies, or, if an Employee, terminates his employment shall cease to be a Trustee on the date of the resignation, death or termination of employment. The Employer shall fill Trustee vacancies as such vacancies occur. A copy of all written notices must be filed with the Prototype Sponsor.

8.4 Administration of Investments:

The Trustee shall receive all contributions to this Plan, and shall hold and, except to the extent an investment manager is given such authority, manage such amounts, together with the income therefrom, as a fund in trust according to the terms of this Plan. The Trustee shall invest and reinvest the funds of this Plan, and shall keep funds invested, without distinction between principal and income, in such property, real or personal, as he shall deem advisable, including but not limited to common and preferred stocks, bonds, mortgages, mutual funds, other evidences of indebtedness or ownership, and life insurance policies or annuity contracts as provided under this Plan. The Trustee shall establish and maintain a funding policy to carry out the objectives of the Plan, except to the extent that an investment manager has been appointed under Section 8.6, in which event the Trustee shall be subject to the direction of the investment manager. In making investments, the Trustee has wide latitude in the selection of investments and shall not be restricted to securities or other property of a character authorized or required by applicable law for such investments. However, the Trustee shall exercise the judgment and care under the circumstances then prevailing, which men of prudence, discretion, and intelligence familiar with such matters exercise in a like situation and shall diversify such investments so as to minimize the risk of large losses. If two or more Persons are designated as Trustee, each is required to use reasonable care to insure that his fellow Trustees do not breach their responsibilities.

8.5 Powers of the Trustee:

In addition to and not in limitation of other powers of the Trustee and except as otherwise set forth in this Plan or granted by law the Trustee shall have the following powers and authority in the administration of the funds of this Plan:

- A. To sell, exchange, convey, assign, or otherwise transfer any securities or other property held in trust, either by private contract or public offering;
- B. To exercise all rights of ownership over any property held in trust, including but not limited to, all rights incident to stock ownership;

- C. To register securities or other trust property in the name of the trust or of the Trustee, and to hold instruments in bearer form, in the name of a nominee or in the name of the Trustee without designation of fiduciary capacity; to incur and pay all necessary custodian fees. The records of the trust shall at all times show all such investments to be part of the funds of the trust;
- D. To apply for, purchase and hold Policies on the lives of Participants in accordance with the provisions of the Plan, and to have the authority to exercise all rights, elections, options, privileges and other powers, and to receive all payments in respect to all such Policies; the Trustee may assign Policies to a former Participant at the Participant's option in accordance with Section 6.1D and Section 7.3;
- E. To borrow in the name of the trust in such amounts, for such periods, and upon conditions as the Trustee may deem advisable; to give promissory note as Trustee in return therefor; and to secure any such loan by mortgage or pledge all or part of the property of the trust, other than the loan value of any Policy purchased under Section 5.1. Policy loans are only permitted for the payment of premiums when Employer contributions are not sufficient or timely within the grace period of the Insurer. No lender shall be bound to see to or be liable for the application of the proceeds, and the Trustee shall not be personally liable, but each loan made pursuant hereto shall be payable only out of the assets of the trust;
- F. To invest or reinvest in any shares or evidences of participation in any common trust fund or other pooled investment account including the separate accounts of the Insurer, whether or not the Trustee now or hereafter serves as Trustee or manager of the fund or account;
- G. To settle, compromise, or submit to arbitration all claims or damages due from or to the Plan which relate only to the Trustee's responsibilities hereunder; to commence or defend any legal, equitable, or administrative proceedings brought in connection with this Plan, which relate only to the Trustee's responsibilities hereunder; and to represent the Plan in all such proceedings;
- H. To employ agents with respect to carrying out business and other matters connected with the Trustee's ministerial responsibilities hereunder; to employ one or more Persons to render advice with regard to any responsibility of the Trustee hereunder; and to pay the reasonable compensation and expenses of all such agents and Persons;
- I. To make, execute and acknowledge all instruments of transfer or conveyance of all other instruments which may be necessary or appropriate in the execution of the Trustee's powers and duties specified hereunder. If more than one Person is a Trustee, one or more may be authorized to act in the capacity of and sign as Trustee;

- J. To do all such acts as the Trustee may deem necessary and proper to administer the funds held and to carry out the purposes of this Plan. The Trustee shall be responsible only for those duties specifically delegated to him under this Plan, and he shall be subject to the direction of the Plan Administrator or investment manager in all other matters, including, but not limited to those areas of responsibility specifically listed in Section 8.1 or 8.6. The decisions made by the Trustee pursuant to the Plan's provisions shall be binding on anyone who has or could have an interest in this Plan;
- K. To maintain a suspense account to hold forfeitures prior to their application to plan costs on the next Anniversary;
- L. To invest in individual or group annuity contracts issued by the Insurer with amounts not used to pay Policy premiums in accordance with Section 5.1.

8.6 Investment Manager:

The Employer may appoint and retain an investment manager to manage part or all of the assets of the Plan (including the power to acquire and dispose of such assets). No such appointment shall become effective until the investment manager enters into a signed agreement with the Employer accepting such appointment. If an investment manager is appointed pursuant to this Section, it shall be his responsibility to establish and maintain a funding policy for the Plan as well as to direct the Trustee in investing Plan assets under its charge in accordance with Section 8.4.

8.7 Expenses:

The Employer shall reimburse the Trustee, Plan Administrator and investment manager, if any, for all reasonable expenses incurred by them because of the Plan's operation. The Trustee, Plan Administrator and investment manager, if any, may receive reasonable compensation for services rendered to the Plan and may be reimbursed for all expenses reasonably incurred in performing their duties hereunder. However, if any of these Persons already receives full-time compensation from the Employer, or from an association of Employers whose Employees are Participants herein, or from an Employee organization whose members are Participants herein, such Person shall be reimbursed only for expenses properly and actually incurred, and not receive any additional compensation. Such expenses and compensation shall be charged against the trust unless they shall previously have been paid directly by the Employer.

The Employer shall pay all the administrative costs of the Trust in addition to the contribution determined pursuant to Article 1.6 of the Adoption Agreement.

8.8 Accounting:

The Trustee and Plan Administrator shall keep accurate and detailed accounts of all transactions made with respect to the Plan's funds or Plan's operation. All books, records and other material relating to such transactions may be inspected at any time by any Person authorized by the Employer. The Trustee shall file with the Employer within a reasonable time after the close of each Plan Year and at any other time the Employer so requests a written account of all transactions of the trust during that year and the value of the trust funds as of the close of such year. The Trustee has the right to a judicial settlement of his accounts if he so wishes. Not more than once during any Plan Year, the Plan Administrator shall, upon receipt of a request in writing from any Participant or Beneficiary, furnish to such Participant or Beneficiary the latest available information concerning his total accrued benefits and his vested accrued benefits, if any, or the earliest date on which such benefits will become vested.

8.9 Net Worth of Trust:

For the purposes of this Section, Policies purchased pursuant to Section 5.1 shall not be included as Plan assets or counted as part of the Participant's Account. The Trustee shall determine the net worth of the Plan's assets as of the last day of each Plan Year. The Plan's assets shall be valued at fair market value as of the valuation date. Each Participant's share of any increase or decrease in the value of the Plan's assets shall be in the same proportion of such increase or decrease as the value of his Account, as determined on the prior valuation date, bears to the aggregate value of all Participants' Accounts, as determined on the prior valuation date.

8.10 Bank Trustee:

If the Trustee, as named in the Adoption Agreement (Article I hereof), is a bank or similar financial institution supervised by the United States or a State, the Trustee is hereby authorized to invest and reinvest the Plan's assets in deposits of the Trustee and its affiliates. As used in the preceding sentence, the term "deposits" includes, but is not limited to, any account, temporary or otherwise, upon which a reasonable rate of interest is paid, including a certificate of deposit issued by a bank or similar financial institution.

C E R T I F I C A T I O N

I, the under signed, 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 11 members of whom 7 constitutes a quorum, 7 were present at a SPECIAL meeting thereof duly called, noticed, convened, and held on the 28th day of OCTOBER, 1986; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 28 day of OCTOBER, 1986.

Dennis Hulse
Secretary, Tribal Business Council

ATTEST:

Clarence Asendorf
Chairman, Tribal Business Council