

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

WHEREAS, This Nation 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 of the enrolled members thereof; 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 the funds within the exclusive control of the Tribes and to make expenditures from available Tribal funds for public purposes of the Tribes; and

WHEREAS, Miller & Schroeder Investments Corporation has agreed to lend to the Three Affiliated Tribes the principal amount of \$624,000.00 in order to temporarily finance costs associated with (a) the acquisition, construction, equipping and improving of a manufacturing facility to be used to manufacture and process custom designed homes, (b) the acquisition, construction, equipping and improving of a manufacturing facility to be used to manufacture and process custom countertops for custom designed homes, (c) the funding of capitalized interest and (d) costs of issuance of the Note evidencing the loan;

NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes hereby provides as follows:

Section 1. Recitals

- 1.1 The Tribal Business Council, consisting of the officials of the Tribal Business Council and the tribal representatives elected in the customary manner and in accordance with the Constitution and By-laws of The Three Affiliated Tribes of the Fort Berthold Reservation, a federally recognized Indian tribe (the "Tribe"), is the governing body of the Tribe.
- 1.2 Pursuant to a Loan Agreement (the "Loan Agreement") between Miller & Schroeder Investments Corporation ("Lender"), and the Tribe, the Lender proposes to lend to the Tribe the sum of \$624,000 (the "Loan"), which indebtedness shall be evidenced by promissory note in the aggregate principal amount of the loan payable to the Lender (the "Note"), secured by the general credit of the Tribe and by the Tribe's covenant to deliver permanent financing, as set forth in Section 5.

- 1.3 It is proposed that all proceeds of the Loan will be disbursed to the Tribe or for the benefit of the Tribe on the closing date, now anticipated to be November 12, 1999.
- 1.4 This Tribal Business Council has been advised that in order to receive the Loan in accordance with the foregoing, the Tribe is required to agree to various legal provisions (the "Legal Provisions") that provide for (a) a limited waiver of the Tribe's sovereign immunity with respect to suits or other legal actions or proceedings arising because of disputes related to the Loan, or the foregoing named documents or other agreements related thereto, (b) consent to arbitration or other forms for resolution of such disputes and the enforcement of remedies related thereto, and (c) consent by the Tribe to apply the laws of a given jurisdiction in the interpretation of the foregoing documents.
- 1.5 This Tribal Business Council has determined that no laws, ordinances, resolutions or other actions of this Tribal Business Council or the Tribe, or any of the agencies or instrumentalities of the Tribe, either written or established by tradition, (a) prohibit this Tribal Business Council from approving the issuance of the Note or entering into any of the foregoing described agreements by the indicated parties, or (b) create any obligation of this Tribal Business Council to submit these matters for further or additional approval of or consent from any officer, body, agency or instrumentality of the Tribe, or any vote by tribal members of the Tribe.

Section 2. Approval and Authorizations

- 2.1 The Tribal Business Council hereby determines that the foregoing proposed actions are in the public interest and promote the welfare of the Tribe, and the Tribal Business Council hereby approves the proposed actions.
- 2.2 This Tribal Business Council hereby approves the form of each of the Loan Agreement and the Note (the "Loan Documents"), and hereby approves of the execution and delivery by the Tribe of each of the Loan Documents (with such modifications or changes thereto as are necessary or convenient and approved by legal counsel for the Tribe, which approval shall be deemed conclusively given upon the execution thereof by a person authorized to act on behalf of such party), together with any other documents deemed by them to be necessary or convenient to be executed in connection therewith (and which shall be approved by legal counsel for the Tribe).
- 2.3 The Chairman, Vice Chairman, Secretary or any person who under the law of the Tribe is permitted to act on behalf of the Tribal Business Council in the event of the absence or incapacity of the Chairman or Vice Chairman or Secretary (the "Authorized Representative"), is hereby authorized and directed to execute on behalf of the Tribe to take such actions as are required or desirable to effect the purposes of this Resolution.

2.4 The Tribal Business Council does hereby appoint the following named persons:

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
1. Tex G. Hall	Chairman	
2. Mark N. Fox	Vice Chairman	
3. Daylon Spotted Bear	Secretary	

as (1) Authorized Representative and, if named above, (2) and (3) as Alternate Authorized Representative. The Authorized Representative (and each Alternate Authorized Representative) is hereby authorized and directed to execute on behalf of the Tribe the Loan Documents with such modifications or changes thereto as are necessary or convenient and approved by the Authorized Representative, which approval shall be deemed conclusively given upon the Authorized Representative's execution thereof, and to deliver such instruments to the appropriate parties, together with such other documents, certificates, consents or instruments required of the Tribe under the Loan Documents or as may be necessary or convenient to effect the transactions herein contemplated. Copies of all foregoing documents, certificates, consents or instruments shall be delivered, filed and recorded as provided therein. The Authorized Representative and other officers and agents of the Tribe are hereby authorized to take such actions as are required or desirable to effect the purposes of this Resolution.

Section 3. Limited Waiver of Sovereign Immunity: Jurisdiction.

All legal provisions in the Loan Documents are hereby approved; more specifically and expressly:

- 3.1 The limited waivers of sovereign immunity contained in the Loan Agreement are hereby approved.
- 3.2 The Tribe is hereby authorized to submit disputes arising in connection with the Loan Agreement to arbitration with the force and effect as provided for in such instruments.
- 3.3 Each of the Loan Documents shall be governed by such laws as are provided therefor in such instruments.

Section 4. Enforcement in Tribal Court.

- 4.1 In the event any court of competent jurisdiction, including the United States District Court for the District of North Dakota, the United States Court of Federal Claims, the United States Court of Appeals or the United States Supreme Court find that they do not

have subject matter jurisdiction over any dispute arising from any of the Loan Documents, that finding will not affect the jurisdiction granted by this Resolution to the Tribal Court of the Tribe.

- 4.2 In the event that any Court with jurisdiction issues a final judgment in respect of any dispute arising from any of the Loan Documents, the Tribal Court of the Tribe shall give such judgment full faith and credit, and shall issue such orders and exercise such legal powers as may be reasonably necessary in order to effectuate the same.
- 4.3 All police or other law enforcement officials of the Tribe shall carry out any orders that may be entered by any Tribal Court pursuant to this Section.

Section 5. Covenant.

- 5.1 The Tribal Business Council covenants to either proceed with the execution and delivery of General Credit Manufacturing Bonds (Twin Buttes Custom Homes Project), heretofore authorized on October 15, 1999, in an aggregate principal amount at least sufficient to retire the Note in full on or prior to its maturity or to enter into a permanent taxable construction loan with the Lender in an aggregate principal amount at least sufficient to retire the Note in full on or prior to its maturity.

Section 6. Miscellaneous Matters.

- 6.1 Any actions of the Tribal Business Council which are in conflict with or inconsistent with the terms of this Resolution or any provision set forth in a Loan Document are hereby amended to conform to this Resolution. This Resolution shall supersede any prior or currently existing action of the Tribal Business Council which is contrary to the actions authorized or contemplated herein or in a Loan Document, and this Resolution shall constitute a contract with the Lender, and shall not be rescinded or modified without the written consent of the Lender.
- 6.2 The Tribal Business Council shall not pass or adopt any ordinance or resolution or take other action of any nature which shall impair the contractual rights of any third party under any of the Loan Documents. Upon execution of any Loan Document as herein authorized, the Loan Document shall become a valid and binding obligation of the Tribe, enforceable in accordance with their terms for purposes of tribal law and the laws of all other applicable jurisdictions.
- 6.3 This Resolution shall become effective as of the date and time of its passage and approval by the Tribal Business Council.

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, 6 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 11th day of November, 1999; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 3 members, 0 members opposed, 2 members abstained, 1 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 11th day of November, 1999.

Dayton Spotted Bear
Secretary, Tribal Business Council

ATTEST:


Chairman, Tribal Business Council