



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

A Resolution Entitled: "Approval of loan and pledge of revenues to provide security therefor, including senior pledge of net casino revenues and junior pledge of oil revenues; approval of forms of documents to be entered into in connection therewith; and authorization for the Chairman and Vice-Chairman to execute and deliver documents."

- WHEREAS, The Tribe has accepted the Indian Reorganization Act of June 18, 1934, and has adopted a Constitution and By-laws pursuant to said Act; and
- WHEREAS, Article III of the Constitution of the Tribe provides that the Tribal Business Council is the governing body of the Tribe; and
- WHEREAS, The Constitution 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 of the Tribe specifically authorizes and empowers the Tribal Business Council to administer funds within the exclusive control of the Tribe and to make expenditures from available Tribal funds for public purposes of the Tribe; and
- WHEREAS, Shakopee Mdewakanton Sioux Community (the "Lender") has agreed to make a loan to the Tribe in an original principal amount of \$30,000,000 (the "Loan"), pursuant to a Loan Agreement (the "Loan Agreement") between the Tribe and the Lender a copy of which Loan Agreement has been presented to the Tribal Business Council and been placed on file in the offices of the Secretary; and
- WHEREAS, The obligation of the Tribe to repay the Loan will be evidenced by the execution and delivery of a Promissory Note in an original principal amount of \$30,000,000, in the form attached to the Loan Agreement; and
- WHEREAS, The Tribe has determined to pledge certain collateral to secure the Loan, such collateral to include (1) a senior pledge and assignment of net gaming-related revenues from the Four Bears Casino & Lodge owned and operated by the Tribe on its reservation (the "Casino"), together with certain other now existing or prospectively developed gaming and related facilities, as more particularly described in the Loan Agreement (the "Net Casino Revenues"), pursuant to a Depository Agreement (the "Depository Agreement") between the Tribe and First



National Bank & Trust Co. of Williston, as depository (the "Depository"), a copy of which Depository Agreement has been presented to the Tribal Business Council and been placed on file in the offices of the Secretary; and (2) a subordinate pledge and assignment of all oil revenues ("Oil Revenues") derived by the Tribe from, among other things, leases entered into by the Tribe with respect to oil exploration and extraction activities, and taxes collected and paid pursuant to an agreement between the Tribe and the State of North Dakota, and all in accordance with the further provisions of the Depository Agreement; and

WHEREAS, The Tribal Business Council believes it is in the public interest and promotes the general welfare of the Tribe to obtain the Loan and, to provide appropriate security therefor, to grant a senior pledge of and lien against such Net Casino Revenues, and a subordinate pledge of and lien against such Oil Revenues, all as further described in the Loan Agreement, the Note and the Depository Agreement (collectively described as the "Loan Documents"); and

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Approval of Loan, Loan Documents. The Tribal Business Council, pursuant to its constitutional authority, hereby approves the Loan and the forms of the Loan Documents currently on file in the office of the Secretary, and further approves all actions necessary or desirable on the part of the officers and agents of the Tribe to obtain the Loan and to undertake the transactions described herein, including the contemplated pledge and assignment of Net Casino Revenues and Oil Revenues, including but not limited to filing such UCC Financing Statements as the Lender may reasonably deem necessary or desirable in connection therewith; and

2. Execution of Documents. The Tribal Business Council hereby authorizes the Tribal Chairman, Marcus Levings, and the Vice Chairman, Frank Whitecalfe (referred to herein as the "Authorized Officers"), acting individually or together, to execute and deliver the Loan Documents substantially in the forms currently on file, together with such changes therein as the officer or officers executing the same may approve, such approval to be conclusively evidenced by the execution thereof, together with such other documents, certificates or agreements (with such additions, deletions or other modifications as any of the authorized signers may agree to in their sole discretion) necessary or desirable to carry out the intent of this resolution and the transactions described herein.

3. Deposit of Oil Revenues Directly with Depository. The Tribal Business Council hereby authorizes the Chairman, the Vice Chairman, the Treasurer and other officers of the Tribe to take or cause to be taken such actions as may be necessary or desirable to cause the Oil Revenues owing to the Tribe from either the State of North Dakota, the U.S. Department of Interior, Office of Special Trustee ("OST"), or the Office of Mineral Management Services



("MMS"), or otherwise, to be deposited directly from time to time into the Oil Revenue Account held by the Depository pursuant to the Depository Agreement. In such connection, the Tribal Business Council shall, among other things, adopt such resolutions as may be required in connection therewith by OST or MMS or any other applicable bureau or agency of the United States Department of the Interior.

4. Reporting Requirements. The Tribal Business Council hereby acknowledges that the requirements of the Loan, as set forth in the Loan Agreement and other Loan Documents, include, among others, the provision to the Lender certain financial statements of the Tribe and the Casino, annual budgets for the Tribe and the Casino, certain reports with respect to the Pledged Revenues, and other documents, including Compliance Certificates, all as more fully set forth in the Loan Agreement (all collectively referred to as the "Required Reports"). The Tribal Business Council hereby authorizes and directs the Treasurer and Chief Financial Officer of the Tribe to cause each of the Required Reports to be provided, as required by, and in accordance with, the provisions of the Loan Agreement.

5. Additional Certificates, etc. That the Authorized Officers and the Tribal Secretary, V. Judy Brugh, acting individually or together, may also execute and deliver to the Lender, legal counsel thereto, and legal counsel to the Tribe, such certified copies of proceedings taken by the Tribal Business Council in connection with the Loan, including but not limited to a certified copy of this Resolution, and such other certificates as may reasonably be requested by the Lender or legal counsel to the Lender.

6. Limited Waiver of Sovereign Immunity; Jurisdiction and other Legal Provisions. This Tribal Business Council has been advised that in order to obtain the Loan, 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 and the enforcement of remedies related thereto; (b) consent by the Tribe to apply the laws of a given jurisdiction in the interpretation of the foregoing documents; and (c) a method of arbitration for the resolution of disputes. All Legal Provisions in the Loan Documents are hereby approved; more specifically and expressly:

6.1 The limited waivers of sovereign immunity and exhaustion of tribal remedies to be contained in the Loan Documents are hereby approved.

6.2 The Tribe is hereby authorized to submit disputes arising in connection with the Loan to arbitration with the force and effect as provided for in the Loan Documents.

6.3 Each of the Loan Documents shall be governed by such laws as are provided therefor in such instruments.



6.4 Each of the Legal Provisions are hereby incorporated into this Resolution by this reference as though set forth at length herein, and are hereby expressly made by the Tribe in this Resolution for the benefit of the Lender, its successors and assigns, and all other persons expressly benefited by any Loan Document (each, a “Benefitted Party”).

7. Determination. The Tribal Council hereby determines that no laws, ordinances, resolutions or other actions of the Tribal Council or any of the agencies or instrumentalities of the Tribe, either written or established by custom or tradition: (a) prohibit the Tribal Council from approving the matters herein approved or the execution, delivery or performance of any Loan Documents; or (b) create any obligation of the Tribal Council to submit these matters for approval of or consent from any officer, body, agency or instrumentality of the Tribe, or any vote by members of the Tribe.

8. Effect of this Resolution. So long as any amounts are owing or performance on the part of the Tribe is due or unperformed under a Loan Documents, (a) the provisions of this Resolution shall constitute the law of the Tribe and may be relied on by the Lender, and its successors, assigns and participants, (b) the provisions of this Resolution shall constitute the terms of an agreement and contract between the Tribe and the Benefitted Parties, and (c) any rescission, amendment or modification of this Resolution in any manner that may result in an adverse effect to a Benefitted Party without the written consent of the Benefitted Party that is or may be so affected, shall constitute a breach of the Loan Agreement.

9. Miscellaneous Matters.

9.1 Any resolutions or other actions of the Tribe, or any of its officers, employees, or agents, either written or established by tradition that are in conflict with or inconsistent with the terms of this Resolution or any provision set forth in a Loan Document are hereby to such extent repealed and annulled. This Resolution shall supersede my prior or currently existing resolutions or other actions of the Tribe, or any of its officers, employees or agents, subdivisions, agencies or instrumentalities that are contrary to the actions authorized or contemplated herein or in a Loan Document.

9.2 If any provision of this Resolution or the application of any provision of this Resolution to any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, government or Indian tribe, or any agency, instrumentality or political subdivision thereof is held to be invalid, the remainder of the Resolution shall not be affected.

9.3 This Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.




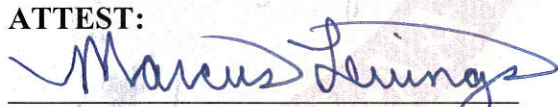
CERTIFICATION

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, 5 were present at a Special meeting thereof duly called, noticed, convened, and held on the 29th day of January 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 29th day of January 2010.


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

ATTEST:

Tribal Chairman, Marcus D. Levings
Tribal Business Council
Three Affiliated Tribes