

JULY 2010 CROW TRIBAL LEGISLATURE

JOINT ACTION RESOLUTION NO. JAR10-10

INTRODUCED BY CEDRIC BLACK EAGLE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE
CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

**“FINAL APPROVAL OF A \$3 MILLION PHASE I CASINO LOAN AND LIMITED
WAIVERS OF SOVEREIGN IMMUNITY IN LOAN DOCUMENTS”**

WHEREAS, the Crow Tribe of Indians (the “Crow Tribe”) is a sovereign nation operating under the Constitution and Bylaws of the Crow Tribe of Indians adopted by the members of the Crow Tribe on July 14, 2001 (as amended to date, the “Constitution”); and

WHEREAS, Article I of the Constitution establishes three branches of government, the Executive (the “Executive Branch”), Legislative (the “Legislature”) and Judicial Branches, which exercise a separation of powers; and

WHEREAS, Article IV, Section 3 of the Constitution provides that the Executive Branch has the powers to represent the Crow Tribe in negotiations in matters of economic development affecting the Crow Tribe, to engage in any business that will further the economic well-being of the members of the Crow Tribe, to undertake any economic development activity which does not conflict with the provisions of the Constitution; and to negotiate and approve limited waivers of sovereign immunity when such a waiver is necessary for business purposes in accordance with Legislature’s approval required by Article V, Section 2(f) of the Constitution;

WHEREAS, Article IV, Section 3(f) of the Constitution provides that the Executive Branch has the power to negotiate and approve any encumbrance of Crow Tribal assets with final approval granted by the Legislature;

WHEREAS, Article V, Section 2(f) of the Constitution provides that the Legislature has the power and the duty to grant final approval or disapproval of limited waivers of sovereign immunity by the Executive Branch when such waivers are necessary for business purposes provided that a process for such approval or disapproval may be established by legislation; and

- WHEREAS,** the Executive Branch has sufficient power and authority under the Constitution to act on behalf of the Crow Tribe in the area of economic affairs including to borrow money to use for the payment of costs associated with the construction and development of a new casino on the Crow Tribe's reservation lands (the "Project"); and
- WHEREAS,** the Executive Branch has determined that it is in the best interests of the Crow Tribe to obtain a loan for the payment of costs associated with the Project and to enhance the economic development and well-being of the Crow Tribe and its members; and
- WHEREAS,** the Shakopee Mdewakanton Sioux Community ("Shakopee"), a federally recognized Indian tribe, has committed to lend up to \$3,000,000 to the Crow Tribe (the "Loan") to finance the Project, to pay transaction costs and for certain other matters as described in the Credit Agreement defined below; and
- WHEREAS,** the Executive Branch and the Legislature have been presented with a Construction and Term Credit Agreement between the Crow Tribe and Shakopee (the "Credit Agreement"), setting forth the terms upon which Shakopee has agreed to make the Loan to the Crow Tribe; and
- WHEREAS,** the obligation to repay the Loan is evidenced by a promissory note of the Crow Tribe in favor of Shakopee in the aggregate amount of the Loan (the "Note"); and
- WHEREAS,** the Executive Branch believes it is necessary in order to secure substantial advantages and benefits to the Crow Tribe to approve the Credit Agreement and the loan documents associated therewith, including the Note, a Security Agreement (the "Security Agreement"), a Depository Agreement (the "Depository Agreement"), a Control Agreement (the "Control Agreement") (the Credit Agreement, Note, Security Agreement, Depository Agreement and Control Agreement are collectively called the "Financing Documents"), copies of which have been made available to the members of the Executive Branch and the Legislature for review; and
- WHEREAS,** the Executive Branch and the Legislature have each been further advised that to receive the Loan in accordance with the foregoing, the Crow Tribe will be required to agree to various provisions set forth in the agreements approved below that will, among other things, provide for: (a) a limited waiver of the Crow Tribe's sovereign immunity concerning disputes with respect to the Loan Financing Documents and any other agreement executed and delivered by Crow Tribe in connection with the Loan (the "Loan Documents"); (b) a waiver of the doctrines of exhaustion of tribal remedies or comity, to the fullest extent permitted by law, (c) a consent to arbitration or other forums for resolution of such disputes and the enforcement of remedies related thereto; (d) amendment to the Crow Tribe's existing Secured Transaction Act; and (e) application of the

laws of the State of Minnesota to govern and interpret the Loan Documents unless otherwise provided therein;

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE BRANCH AND THE LEGISLATURE:

Section 1. Findings. The Executive Branch and the Legislature hereby determine and find that (a) the whereas clauses in this Resolution are true and correct in all material respects; (b) the Executive Branch and the Legislature have the full power and authority to adopt this Resolution; and (c) the Executive Branch and the Legislature's adoption of this Resolution is in the best interest of the Crow Tribe and the members of the Crow Tribe.

Section 2. Approval of Documents. The Executive Branch and the Legislature hereby acknowledge that the latest forms of the Financing Documents have been presented to the members of such branches, and the Executive Branch hereby authorizes and approves the execution, delivery and performance thereof by the Crow Tribe. Furthermore, the Executive Branch and the Legislature hereby each approves the limited waiver of sovereign immunity contained in the Loan Documents.

Section 3. Approval of Limited Waivers of Sovereign Immunity, Etc. in Loan Documents.

(a) The Loan Documents include certain provisions (the "Legal Provisions") relating to the Crow Tribe's (i) limited waiver of sovereign immunity from unconsented suit or other legal proceedings, including with respect to actions in the courts of the Crow Tribe and matters required to be submitted to arbitration under the terms of the applicable Loan Document, (ii) waivers of any requirement that disputes be heard in a court or other dispute resolution forum of the Crow Tribe, whether under the doctrines of exhaustion of tribal remedies, comity or otherwise, (iii) consents to jurisdiction of federal and state courts sitting in the State of Montana or courts of any state which may have jurisdiction over the subject matter as to any Recourse Assets (as defined in the Credit Agreement) of the Borrower located in such states and tribal courts or other forums of the Crow Tribe (the "Crow Tribal Court") (including all courts to which appeals from the foregoing courts may be filed) to compel arbitration or to enforce, modify or vacate any arbitration award, (iv) consents to arbitration (the "Arbitration Provisions"), and (v) consents to the application of the laws of the State of Minnesota and applicable federal law, except to the extent expressly provided to the contrary in any Loan Documents. The Executive Branch and the Legislature each hereby expressly, unconditionally and irrevocably approves all such Legal Provisions in the Loan Documents.

(b) The Executive Branch and the Legislature each does hereby expressly, conclusively and irrevocably find and determine that any of the Legal Provisions in a Loan Document are authorized hereby and shall be deemed incorporated by reference into this Resolution in its entirety as though set forth at length herein and made by the Crow Tribe in this Resolution.

(c) The Executive Branch and the Legislature each hereby finds and determines, and enacts as the law of the Crow Tribe, that any (i) waiver of sovereign immunity, including actions in the courts of the Crow Tribe, and waivers of tribal remedies exhaustion, (ii) consent to jurisdiction to federal, state or tribal courts or other forums of the Crow Tribe, (iii) consent to arbitration, or (iv) consent to the application of the laws of another jurisdiction, once made by the Crow Tribe, in consideration of or related to the Loan Documents, may not be revoked or withdrawn, except pursuant to the express terms of such waiver or consent or with the consent of all parties to whom (or for whose benefit or protection) such waiver or consent was made.

Section 4. Authorization of Tribal Representative. The Executive Branch and the Legislature hereby grant to the Chairman (the "Chairman" and acting in such capacity, the "Authorized Representative"), all requisite authority and power for and on behalf of the Crow Tribe (a) to execute and deliver the Financing Documents and all other documents necessary to effectuate the loan transaction with Shakopee, in the principal amount of up to \$3,000,000, in the form presented, or with such changes as the Authorized Representative may approve, that approval to be conclusively demonstrated by an Authorized Representative's decision to execute the same, and to deliver the same to Shakopee. Each Authorized Representative is further authorized, empowered and directed to take such further and additional action as such Authorized Representative reasonably determines to be necessary or appropriate and in the interest of the Crow Tribe to complete the transactions contemplated in this Resolution. All acts and deeds previously undertaken by any Authorized Representative for and on behalf of the Crow Tribe in carrying out the terms, purposes and intentions of this Resolution are hereby ratified and confirmed.

Section 5. Management and Ownership of New Casino. Pursuant to Resolution No. 94-20 of the Crow Tribal Council, the Absaloka Casino Enterprise, Inc., a wholly-owned corporation of the Crow Tribe ("ACE") was granted the exclusive right to conduct Class II and Class III gaming activities on the Crow Tribe's "Indian Lands" (as such term is defined within IGRA) within a twenty-five miles radius of Crow Agency, Montana, and the Crow Tribe's right, title and interest, in all personal property of the existing Little Bighorn Casino was transferred to ACE. Notwithstanding the foregoing, the Executive Branch and the Legislature hereby each confirms the following:

(a) The Executive Branch has the full power and authority to direct the ACE to comply with all terms and conditions related to gaming in the Loan Documents pursuant to the enumerated powers granted to the Executive Branch under the Constitution, and

(b) The following assets shall be owned exclusively in the name of the Crow Tribe: (i) all gross revenues derived from the operation of the new casino to be constructed with the proceeds of the Loan (the "New Casino") and the related facilities, including without limitation, restaurant and other facilities or businesses hereafter established or acquired and managed on a day to day basis by the New Casino (collectively, such enterprises and facilities are the "New Casino Facilities"), (ii) the New Casino Facilities' accounts, capital reserve accounts, debt repayment accounts and

deposit accounts, wherever located; and (iii) the inventory, intangibles, furniture, fixtures and equipment located at the New Casino Facilities.

Section 6. Consent to Application of Revenues and Other Assets. The Executive Branch hereby consents to the application of, and hereby directs all officers and employees of the Crow Tribe and the Absaloka Casino Enterprise, Inc. ("ACE") to apply revenues or other assets of the Crow Tribe as described in Section 5(b) above, in the manner contemplated or required by the terms of the Loan Documents.

Section 7. Certification, Reliance. The Secretary shall certify to Shakopee the name and signature of the Chairman, and the Chairman shall certify to Shakopee the name and signature of the Secretary and Shakopee shall be fully protected in relying on the signature or other authority (whether or not properly used) of the person whose name and signature is so certified, or refusing to honor any signature or authority not so certified.

Section 8. Determination. The Executive Branch and the Legislature each hereby determine that no law, ordinances, rules, regulations, resolutions or other actions of the Executive Branch, the Legislature or any of the agencies or instrumentalities of the Crow Tribe, either written or established by custom or tradition: (a) prohibit the Executive Branch or the Legislature from approving the matters herein approved, the execution, delivery or performance of any Financing Documents or the consummation of the transactions contemplated therein; or (b) create any obligation of the Executive Branch or the Legislature to submit these matters for approval of or consent from any officer, body, agency or instrumentality of the Crow Tribe, or any vote by members of the Crow Tribe, except from such approvals and consents that have already been obtained and are in full force and effect.

Section 9. Granting of Security Interest. The Executive Branch hereby confirms that payment of the Crow Tribe's obligations under the Credit Agreement and the Note are and shall be secured by the security interests created by the Security Documents (as defined in the Credit Agreement).

Section 10. Continuation of Gaming Business. The Executive Branch hereby covenants that so long as the Loan is outstanding and unpaid, and to the extent permitted by United States law, (i) the Crow Tribe will continue to own and operate directly or through an instrumentality or agency of the Crow Tribe, gaming facilities on the Crow Tribe's reservation on trust lands, and (ii) the Crow Tribe will continue to conduct class III gaming (as defined in the Indian Gaming Regulatory Act, Public Law 100-497, and federal regulations promulgated pursuant thereto) at such gaming facilities.

Section 11. Full Faith and Credit. The Executive Branch and the Legislature hereby each confirms that the Crow Tribe and all present or future Crow Tribal Courts shall give full faith and credit to any award, order or decree lawfully rendered by any arbitration or by any federal or state court in connection with the Loan Documents, and, to the extent reasonably necessary, the Crow Tribal Court shall issue such orders and rulings and exercise such legal powers as may reasonably be necessary in order to effectuate the same. To the extent reasonably necessary, the Crow Tribe's police powers shall be exercised to secure and

support any such enforcement efforts, and all police or other law enforcement officials of the Crow Tribe shall carry out any orders that may be entered by the Crow Tribal Court pursuant to this Resolution.

Section 12. Repeal. The Executive Branch and the Legislature hereby each confirms that any law, ordinances, judgments, decisions, orders, resolutions, rules, regulations or other action, of the Crow Tribe, any instrumentality or agency of the Crow Tribe, or any of the officers, employees, or agents, of the foregoing, whether written, unwritten or established by tradition that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein, or any provision set forth in a Financing Document, are hereby repealed and annulled with respect to the transactions approved by this Resolution to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

Section 13. Miscellaneous.

(a) The foregoing resolutions are in addition to, and shall not be limited by, any resolutions heretofore or hereafter adopted by the Crow Tribe and the foregoing resolutions shall continue in full force and effect and shall not be rescinded or modified without the written consent of Shakopee.

(b) If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected with respect to the same.

(c) This Resolution shall be effective immediately upon its enactment by the Legislature and approval by the Chairman of the Executive Branch.

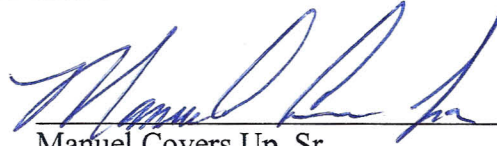
(d) Any reporting required by Shakopee shall also be provided to the Gaming Committee of the Legislative Branch and the Executive Branch Gaming Oversight Committee.

(e) The Loan may be prepaid at any time with fifteen (15) days' notice, in whole or in part without penalty or premium. In addition, upon satisfaction in full of all Obligations (as defined in the Credit Agreement), Sections 3, 5, 6, 7, and 11, 12, and 13 of this Resolution shall expire and will cease to be of any further force and effect.

(Remainder of Page Intentionally Blank)

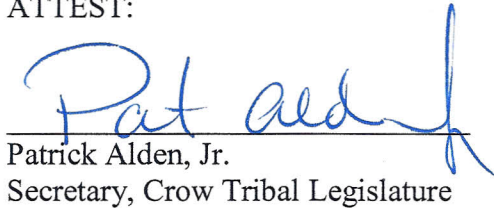
CERTIFICATION

I hereby certify that this Joint Action granting **"FINAL APPROVAL OF THE \$3 MILLION PHASE I CASINO LOAN AND LIMITED WAIVERS OF SOVEREIGN IMMUNITY IN LOAN AND CONSTRUCTION DOCUMENTS"** was duly approved by the Crow Tribal Legislature with a vote of 11 in favor, 1 opposed, and 6 abstained and that a quorum was present on this 9th day of July, 2010.



Manuel Covers Up, Sr.
Speaker of the House
Crow Tribal Legislature

ATTEST:



Patrick Alden, Jr.
Secretary, Crow Tribal Legislature



EXECUTIVE ACTION

I hereby


X approve,
_____ veto

this Joint Action Resolution granting **"FINAL APPROVAL OF THE \$3 MILLION PHASE I CASINO LOAN AND LIMITED WAIVERS OF SOVEREIGN IMMUNITY IN LOAN AND CONSTRUCTION DOCUMENTS"** pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 of the Constitution and Bylaws of the Crow Tribe of Indians on this 12 day of July, 2010.



Cedric Black Eagle
Chairman, Executive Branch
Crow Tribe of Indians

ATTEST:



Scott Russell
Secretary, Executive Branch
Crow Tribe of Indians

JAR Entitled: "FINAL APPROVAL OF A \$3 MILLION PHASE I CASINO LOAN AND LIMITED WAIVERS OF SOVEREIGN IMMUNITY IN LOAN DOCUMENTS"

Bill or Resolution
Number:

JAR 10-10

Introduced by:

Executive Branch

Date of Vote: 7/9/2010

Representative:

YES

NO

ABSTAINED

H. Two Leggins

X

V. Pretty Paint

X

C.J. Stewart

X

K. Shane

X

S. Backbone, Sr.

X

O. Half, Jr.

X

W. Plainfeather

X

R. Old Crow, Sr.

X

M. Not Afraid

X

V. Crooked Arm

X

L. DeCrane

X

C. Goes Ahead

X

B. Hugs

X

G. Real Bird, Jr.

X

M. Backbone

X

D. Wilson

X

P. Alden, Jr.

X

Secretary of the House

M. Covers Up, Sr.

X

Speaker of the House

Totals:

11

1

6

Result of Vote:

Passed

Not Passed

Tabled


Veto-Override



Manuel Covers Up, Sr.

Date

Speaker of the House



Patrick Alden, Jr.

Date

Secretary of the House



Crow Country

LEGISLATIVE BRANCH OF THE CROW TRIBAL GOVERNMENT

P.O. Box 309 – MAKAWASHA Avenue

Crow Agency, Montana 59022

Phone: (406) 638-2023/2025 ~~ Fax: (406) 638-2030

EMAIL: www.crowlegislature.org

Legislative Branch

Prior:

Arrow Creek

Carlson Goes Ahead
Lawrence DeCrane
Bryce J. Hugs

Big Horn:

Valley of the Give Away

Vincent Crooked Arm
Marlin D. Not Afraid
Patrick Alden, Jr.
Secretary of the House

Dunmore:

Black Lodge

Conrad J. Stewart
V. Jeannie Pretty Paint
H. Noel Two Leggins

Reno:

Center Lodge

Shawn E. Backbone, Sr.
Kenneth G. Shane
Oliver Half, Jr.

Lodge Grass:

Valley of the Chief

Manuel Covers Up, Sr.
Speaker of the House
Rudolph K. Old Crow
Woodrow Plainfeather

Wyola:

Mighty Few

Dana Wilson
Gordon Real Bird, Jr.
M. Tye Backbone

Staff

Ronald Arneson, Esq.
Attorney At Law

Jay Harris
Law Clerk

Jackie Blacksmith
Administrative Officer

William Old Crow
Finance Officer
Admin. Asst.

Sheri Chandler
Office Assistant

Kenny Pretty On Top
Maintenance/Custodian
Sergeant at Arms

Leslie Plainfeather
Legal Assistant

OFFICIAL CERTIFICATE OF DELIVERY

I, Pat Alden, Jr., Secretary of the Legislative Branch of the Crow Tribal Government, hereby this Transitional Action do deliver a True and Correct Official copy of the Final Approval for the following Bill:

INTRODUCED BY CEDRIC BLACK EAGLE, CHAIRM
CROW TRIBAL EXECUTIVE BRANCH

“JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

“FINAL APPROVAL OF A \$3 MILLION PHASE I CASINO LOAN AND
LIMITED WAIVERS OF SOVEREIGN IMMUNITY IN LOAN DOCUMENTS”

No. JAR10-10 to Michelle Wally Bear in the

Position of: Administrative Assistant for the

Crow Tribal Executive Branch.

Done and dated this 28 day of July, 2010 @ 3:10 a.m./p.m.

Secretary of the House
Legislative Branch of the
Crow Tribal Government

Served by:

Jackie Blacksmith

Legislative Branch Staff

Cc: file





Crow Country

Legislative Branch

Pryor:

Arrow Creek

Carlson Goes Ahead
Bryce Hugs
Lawrence DeCrane

Big Horn:

Valley of the Give

Away

Vincent Crooked Arm
Marlin D. Not Afraid
Pat Alden, Jr.

Dunmore:

Black Lodge

Conrad J. Stewart
V. Jeannie Pretty Paint
H.Noel Two Leggings

Reno:

Center Lodge

Oliver Half, Jr.
Shawn E. Backbone, Sr.
Kenneth G. Shane

Lodge Grass:

Valley of the Chief

Manuel Covers Up, Sr.
Speaker of the House
R. Knute Old Crow, Sr.
Woodrow Plainfeather

Wyola:

Mighty Few

Dana Wilson
M. Tye Backbone
Gordon Real Bird, Jr.

Staff

Attorney Ron Arneson, Esq.
Attorney at Law

Leslie Plain Feather
Legal Assistant

Gerald Jay Harris
Legal Clerk

Jackie Blacksmith,
Administrative Officer

William Old Crow
Finance Officer/Admin.
Assist.

Sheri Chandler
Office Assist./Receptionist
/Editor

Kenny Pretty On Top
Maintenance/Custodian
Sergeant at Arms

LEGISLATIVE BRANCH OF THE CROW TRIBAL GOVERNMENT

P.O. Box 309 – 144 MAKAWASHA Avenue
Crow Agency, Montana 59022

Phone: (406) 638-2023/2025/2238

Fax: (406) 638-2030

OFFICIAL CERTIFICATE OF DELIVERY

I, Pat Alden, Jr. Secretary of the Legislative Branch of the Crow Tribal Government hereby
this Transitional Action do deliver a True and Correct Official copy

Of the Final Approval for the following:

INTRODUCE BY CEDRIC BLACK EAGLE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL
EXECUTIVE BRANCH ENTITLED:

**“FINAL APPROVAL OF A \$3 MILLION PHASE I CASINO LOAN AND
LIMITED WAIVERS OF SOVEREIGN IMMUNITY IN
LOAN DOCUMENTS”**

JAR10-10 to Delm Bird in the

Position of: Comt clerk for the

Crow Tribal Judicial Branch.

Done and dated this 29th **day of** July, 2010 @ 4:24 **a.m./p.m.**

A handwritten signature in blue ink, appearing to read "Pat Alden, Jr.", written over a horizontal line.

Secretary Of The House
Legislative Branch of the
Crow Tribal Government

Served by:

Jackie Blacksmith
Legislative Branch Staff

Cc: file

