

**SEPTEMBER 17, 2010 SPECIAL SESSION  
CROW TRIBAL LEGISLATURE**

**JOINT ACTION RESOLUTION NO. JAR10-15**

**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:**

**“RESOLUTION RATIFYING APPROVAL AND LOAN DOCUMENTS FOR THE  
CROW TRIBE TO OBTAIN A \$1.5 MILLION LINE OF CREDIT FROM FIRST  
INTERSTATE BANK, SECURED BY INTEREST FROM THE 107TH  
SETTLEMENT TRUST FUND, TO PROVIDE FUNDS FOR OPERATION OF THE  
TRIBAL GOVERNMENT .”**

**WHEREAS, the Chairman of the Executive Branch has authority and responsibility pursuant to the “enumerated powers” in Article IV, Section 3 of the Constitution and Bylaws of the Crow Tribe of Indians to represent the Crow Tribe in negotiations with Federal, State and local governments and other agencies, corporations, associations, or individuals in matters of welfare affecting the Crow Tribe; to “negotiate and approve or prevent any sale, disposition, lease or encumbrance of Tribal lands, interests in lands or other Tribal assets, including buffalo, minerals, gas and oil with final approval granted by the Legislative Branch;” and to “negotiate and approve limited waivers of sovereign immunity when such a waiver is necessary for business purposes in accordance with Article V, Section 2(f) of [the] Constitution;” and**

**WHEREAS, the Legislative Branch has authority and responsibility pursuant to its “powers and duties” in Article V, Section 2(d) of the Constitution “to grant final approval or disapproval of items negotiated by the Executive Branch of Government pertinent to the sale, disposition, lease or encumbrance of Tribal lands, interests in lands or mineral assets,” and in Article V, Section 2(f) to “grant final approval or disapproval of limited waivers of sovereign immunity by the Executive Branch when waivers are necessary for business purposes;” and**

**WHEREAS, Joint Action Resolution JAR10-12, enacted by the Legislature on July 12, 2010 and approved by the Chairman on July 28, 2010, granted approval and authorization for the Chairman of the Executive Branch to obtain a \$1.5 million Line of Credit for funding continuing Tribal Government operations (the “Line of Credit”) from First Interstate Bank (the “Bank”), and to pledge and assign a portion of the**

interest from the Crow Tribal Trust Fund as security for the loan, all in accordance with the Credit Terms Sheet attached thereto and incorporated by reference; and

WHEREAS, the Legislature's approval of the Loan in JAR10-12 was subject to final ratification by further Resolution of the Legislature after all the loan documents and agreements have been finalized and reviewed with the Legislature for consistency with the Credit Terms Sheet; and

WHEREAS, the Chairman of the Executive Branch, with the Office of Legal Counsel, have negotiated and drafted the loan documents based on similar documents from a loan obtained by the Tribe in 2007, and copies of those documents as listed below have been provided to the Legislature for review and are attached hereto and incorporated by reference (the "Loan Documents"):

1. Loan Agreement;
2. Third Supplemental Pledge and Assignment Agreement (including approvals by the Bureau of Indian Affairs and the Office of the Special Trustee); and
3. Promissory Note; and

WHEREAS, the terms specified in the Loan Documents are consistent with the terms in the Credit Terms Sheet and approved by JAR10-12; and

WHEREAS, in JAR10-12, the Legislature also granted final approval of the limited waiver of sovereign immunity in the form set forth as Exhibit A to the Credit Terms Sheet, and such limited waiver has been duly incorporated into the Loan Documents;

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

Section 1. That the approval granted by JAR10-12 of the \$1.5 million Line of Credit to the Crow Tribe from First Interstate Bank for funding continued Tribal Government operations, secured by and to be repaid from interest earned on the Crow Tribal Trust Fund, all as provided in the Loan Documents, is hereby ratified;

Section 2. That the limited waiver of sovereign immunity approved by JAR10-12 and as set forth in the Loan Documents is hereby ratified, provided, however, that such form of limited waiver does not set a precedent for future contracts or apply to any agreements other than this transaction and the Loan Documents ratified by this Resolution;

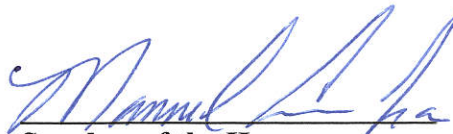
Section 3. That the Chairman of the Executive Branch is hereby authorized to execute the Loan Documents on behalf of the Crow Tribe of Indians, and to take such further actions on behalf of the Crow Tribe as are necessary to complete and to administer the Line of Credit; and the Chairman and other appropriate Tribal officials are authorized to execute such additional closing documents as are reasonably required to complete the Loan transaction; provided, however, that all such documents shall be consistent with and substantially conform to the Loan Documents attached hereto; and

Section 4. That the funds from the Line of Credit authorized by this Resolution, after payment of transactions costs for the loan, shall be used only for authorized Tribal Government expenditures pursuant to the FY2010 and FY2011 Tribal Budgets approved by the Legislature; provided, however, that the approved Legislative Branch budget for FY2010 is hereby amended by adding the sum of \$120,000.00 thereto; and

Section 5. That the final approval and ratification granted herein is effective on the date of approval of this Resolution, and is subject only to such further approvals, acknowledgements or concurrences as are required by Federal law for the pledge or assignment of the Crow Tribal Trust Fund income as security and the source of repayment for the Loan.

### CERTIFICATION

I hereby certify that this Joint Action Resolution entitled "RESOLUTION RATIFYING APPROVAL AND LOAN DOCUMENTS FOR THE CROW TRIBE TO OBTAIN A \$1.5 MILLION LINE OF CREDIT FROM FIRST INTERSTATE BANK, SECURED BY INTEREST FROM THE 107TH SETTLEMENT TRUST FUND, TO PROVIDE FUNDS FOR OPERATION OF THE TRIBAL GOVERNMENT" was duly enacted by the Crow Tribal Legislature with a vote of 14 in favor 3 opposed, and 1 abstaining and that a quorum was present on this 17<sup>th</sup> day of September, 2010.

  
\_\_\_\_\_  
Speaker of the House  
Crow Tribal Legislature

ATTEST:

  
\_\_\_\_\_  
Secretary  
Crow Tribal Legislature



**EXECUTIVE ACTION**

I hereby

X approve or

\_\_\_\_\_ veto.

**This Joint Action Resolution entitled “RESOLUTION RATIFYING APPROVAL AND LOAN DOCUMENTS FOR THE CROW TRIBE TO OBTAIN A \$1.5 MILLION LINE OF CREDIT FROM FIRST INTERSTATE BANK, SECURED BY INTEREST FROM THE 107TH SETTLEMENT TRUST FUND, TO PROVIDE FUNDS FOR OPERATION OF THE TRIBAL GOVERNMENT” pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 and Article IV, Section 3(k) of the Constitution and Bylaws of the Crow Tribe of Indians, on this 20<sup>th</sup> day of Sept., 2010.**



**Cedric Black Eagle, Chairman  
Crow Tribal Executive Branch**

RESOLUTION RATIFYING APPROVAL AND LOAN DOCUMENTS FOR THE CROW TRIBE TO OBTAIN A \$1.5 MILLION LINE OF CREDIT FROM FIRST INTERSTTE BANK, SECURED BY INTEREST FROM THE 107<sup>TH</sup> SETTLEMENT TRUST FUND, TO PROVIDE FUNDS FOR OPERATION OF THE TRIBAL GOVERNMENT.

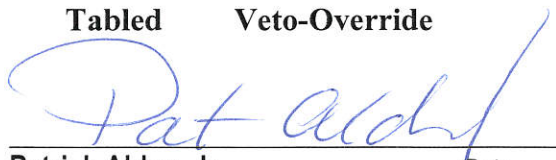
**Bill or Resolution:** JAR10-15 **Introduced by:** Executive Branch **Date of Vote:** 9/17/2010  
**Number**

<u>Representative:</u>	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
H. Two Leggins	<u>  X  </u>	<u>      </u>	<u>      </u>
V. Pretty Paint	<u>      </u>	<u>  X  </u>	<u>      </u>
C. J. Stewart	<u>  X  </u>	<u>      </u>	<u>      </u>
K. Shane	<u>  X  </u>	<u>      </u>	<u>      </u>
S. Backbone	<u>  X  </u>	<u>      </u>	<u>      </u>
O. Half, Jr.	<u>  X  </u>	<u>      </u>	<u>      </u>
W. Plainfeather	<u>      </u>	<u>      </u>	<u>  X  </u>
R. Old Crow, Sr.	<u>  X  </u>	<u>      </u>	<u>      </u>
M. Not Afraid	<u>  X  </u>	<u>      </u>	<u>      </u>
V. Crooked Arm	<u>  X  </u>	<u>      </u>	<u>      </u>
L. DeCrane	<u>  X  </u>	<u>      </u>	<u>      </u>
C. Goes Ahead	<u>  X  </u>	<u>      </u>	<u>      </u>
B. Hugs	<u>  X  </u>	<u>      </u>	<u>      </u>
G. Real Bird, Jr.	<u>      </u>	<u>  X  </u>	<u>      </u>
M. Backbone	<u>  X  </u>	<u>      </u>	<u>      </u>
D. Wilson	<u>      </u>	<u>  X  </u>	<u>      </u>
P. Alden, Jr. <i>Secretary of the House</i>	<u>  X  </u>	<u>      </u>	<u>      </u>
M. Covers Up, Sr. <i>Speaker of the House</i>	<u>  X  </u>	<u>      </u>	<u>      </u>
<b>Totals:</b>	<u>  14  </u>	<u>   3  </u>	<u>   1  </u>

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

## LOAN AGREEMENT

THIS LOAN AGREEMENT is dated as of the \_\_\_\_ day of September, 2010, between the CROW TRIBE OF INDIANS, a duly organized, existing, and federally recognized Indian Tribe of Montana (together with any successors to its functions and hereinafter referred to as the "Borrower"), and FIRST INTERSTATE BANK, a Montana banking corporation (together with any successors or permitted assigns hereunder, referred to as the "Bank").

### WITNESSETH:

WHEREAS, the Borrower is authorized and empowered by the Crow Tribal Constitution and joint action resolutions of the Executive and Legislative Branches of the Crow Tribal Government to borrow money and issue obligations to finance the operating costs for governmental purposes and to pledge the interest the Borrower receives from the Crow Tribal Trust Fund (as hereinafter defined) in accordance with JAR10-12 and JAR10-\_\_ (as the same may be amended or supplemented from time to time); and

WHEREAS, the Borrower has applied to the Bank for a line of credit loan in the principal amount of \$1,500,000.00 (the "2010 Loan"), which will be used for Tribal Government operations of the Borrower; and

WHEREAS, the execution and delivery of this Loan Agreement and of the 2010 Note, as hereinafter defined, have been in all respects duly and validly authorized by the Borrower.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto **DO HEREBY AGREE** as follows:

### ARTICLE I DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

**Section 1.1. Definitions.** In this Loan Agreement, unless a different meaning clearly appears from the context:

"Act" means the "Crow Boundary Settlement Act of 1994," 25 U.S.C. § 1776, et seq., as amended.

"Applicable Rate" means with respect to the 2010 Loan and 2010 Note, a variable interest rate, adjusted semi-annually, equal to the greater of (i) the Prime Rate on the date of calculation plus two percent (2.00%) per annum, or (ii) six percent (6.00%) per annum. On the date hereof, the Applicable Rate is 6.00%, which is the greater of 5.25%, derived from the Prime Rate (3.25%) plus 2.00%, and the minimum interest rate of 6.00%.

"Assigned Interest Income" means the interest income on all amounts held in the Crow Tribal Trust Fund which has been pledged and assigned to the Crow Finance Authority and Bond Trustee pursuant to that certain Pledge and Assignment Agreement between the Crow Finance Authority, the Tribe and Bond Trustee, the Crow Boundary Dispute Settlement Agreement, and the Act.

**“Assigned Interest Income Payments”** means the payments of interest accrued on the principal of the Crow Tribal Trust Fund, which may be made by the OST to the Borrower pursuant to the terms of the Act.

**“Assignment”** means the Third Supplemental Pledge and Assignment Agreement dated the date hereof, which assigns and pledges the Assigned Interest Income Payments by the Borrower to the Bank pursuant to the terms of the Act and this Loan Agreement.

**“Bank”** means First Interstate Bank, a Montana banking corporation, with its principal office in Billings, Montana, and any successor to its powers, duties and obligations.

**“Bond Trustee”** means U.S. Bank Trust National Association (formerly known as First Trust National Association), as Trustee under Trust Indenture dated as of January 1, 1998, between Borrower and the Bond Trustee, governing the repayment of Series 1997 Bonds.

**“Borrower”** means the Crow Tribe of Indians of Montana.

**“Business Day”** means any day which is not a Saturday or Sunday and is not a day on which banks in Montana are authorized or required by law to close.

**“Closing”** means the date of delivery of the 2010 Note to the Bank.

**“Collateral Documents”** means the Assignment and any other documents and agreements delivered to the Bank providing for the payment of or securing the obligations of the Borrower under this Loan Agreement and the 2010 Note.

**“Committed Amount”** means the principal amount of the 2010 Loan.

**“Counsel”** means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the Bank.

**“Crow Tribal Trust Fund”** means those certain funds held in trust for the Borrower in the Treasury of the United States of America, which were created by the Act and are managed by the OST.

**“Opinion of Counsel”** means a written opinion of Counsel.

**“Origination Fee”** means a fee equal to one percent (1%) of the Committed Amount retained by the Bank from the proceeds of the 2010 Loan at Closing.

**“OST”** means the Office of the Special Trustee for American Indians of the United States Department of Interior, together with its successors and permitted assigns.

**“Person”** means any an individual, corporation, partnership, limited liability company, association, joint venture, joint stock company, or unincorporated organization.

**“Pledge and Assignment Agreement”** means the agreement between the Crow Finance Authority, the Tribe, and the Bond Trustee, dated as of January 1, 1998, wherein the Crow

Finance Authority and the Tribe pledged and assigned the Assigned Interest Income to the Bond Trustee to secure certain Tribal Purpose Revenue Bonds, Series 1997.

**“Prime Rate”** means the Prime Rate as published in the Money Rate section of the Wall Street Journal, Western Edition.

**“Second Supplemental Pledge and Assignment Agreement”** means the Second Supplemental Pledge and Assignment Agreement between the Tribe and First Interstate Bank, dated as of September 21, 2007, wherein the Tribe pledged and assigned the Assigned Interest Income Payments to First Interstate Bank to secure the 2007 Note.

**“Series 1997 Bonds”** means the Tribal Purpose Revenue Bonds, Series 1997, issued by the Crow Finance Authority for the purpose of financing the costs of certain projects approved by the Crow Tribal Council, pursuant to the terms of that certain Trust Indenture dated as of January 1, 1998.

**“Supplemental Pledge and Assignment Agreement”** means the Supplemental Pledge and Assignment Agreement between the Tribe and First Interstate Bank, dated as of February 2, 2000, wherein the Tribe pledged and assigned the Assigned Interest Income Payments to First Interstate Bank to secure the 2000 Notes.

**“Tribe”** means the Crow Tribe of Indians of Montana, a federally recognized Indian Tribe.

**“2000 Notes”** means the Series A Note and the Series B Note (Taxable) of the Tribe, each dated February 2, 2000.

**“2007 Note”** means the Series A Note of the Tribe dated September 21, 2007.

**“2010 Loan”** means the loan made to the Borrower by the Bank in the maximum amount of \$1,500,000 to provide operating funds for the Borrower and to pay the Origination Fee relating to the 2010 Note and other fees and costs related to the 2010 Loan incurred by the Borrower.

**“2010 Loan Repayments”** means the monthly installments of interest and quarterly installments of principal payable by Borrower pursuant to Section 5.1(a) of this Loan Agreement, along with any other sums then due under the 2010 Note, including any prepayments thereof, or under this Loan Agreement with respect to the 2010 Loan.

**“2010 Note”** means the 2010 Note in the original principal amount of \$1,500,000, dated the date hereof, executed and delivered to the Bank to evidence the 2010 Loan.

**Section 1.2. Rules of Interpretation.** For all purposes of this Loan Agreement, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.



(b) Terms in the singular shall include the plural and vice versa.

(c) All references to time shall refer to Billings, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail, postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) "Or" is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

**Section 1.3. Appendices.** Attached to this Loan Agreement and hereby made a part hereof are the following Appendices:

**Appendix A:** the form of the 2010 Note.

**Appendix B:** the form of the Assignment.

**Appendix C:** Dispute Resolution and Limited Waiver of Sovereign Immunity.

**Appendix D:** Pending Litigation

## ARTICLE II REPRESENTATIONS AND COVENANTS

**Section 2.1. Representations.** The Borrower represents as follows:

(a) **Organization and Authority.** The Borrower:

(1) is a duly organized and validly existing Indian Tribe;

(2) has all requisite power and authority as of the date hereof to execute this Loan Agreement, enter into the Collateral Documents, issue the 2010 Note, and carry out and consummate all transactions contemplated by this Loan Agreement, the 2010 Note and the Collateral Documents; and

(3) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Loan Agreement, the 2010 Note and the Collateral Documents and the incurrence of the debt evidenced by the 2010 Note in the maximum amount of the Committed Amount.

(b) **Pending Litigation.** Except as described in **Appendix D**, there is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under this Loan Agreement, the 2010 Note and the Collateral Documents,

or the financial condition of the Borrower, or the transactions contemplated by this Loan Agreement, the 2010 Note and the Collateral Documents or the validity and enforceability of this Loan Agreement, the 2010 Note and the Collateral Documents. No referendum petition or other petition has been filed with respect to any resolution or other action of the Borrower relating to the 2010 Loan, the 2010 Note or any Collateral Documents.

(c) **Borrowing Legal and Authorized.** The execution and delivery of this Loan Agreement, the 2010 Note and the Collateral Documents and the consummation of the transactions provided for in this Loan Agreement, the 2010 Note and the Collateral Documents and compliance by the Borrower with the provisions of this Loan Agreement, the 2010 Note and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any property or assets of the Borrower pursuant to any resolution, indenture, loan agreement or other agreement or instrument (other than this Loan Agreement and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of the constitution of the Borrower or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) **No Defaults.** No event has occurred and no condition exists that, upon execution and delivery of the 2010 Note and the Collateral Documents, would constitute a default under this Loan Agreement or the Collateral Documents. The Borrower is not in violation of any term of any agreement, resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms hereof or of the 2010 Note and the Collateral Documents.

(e) **Governmental Consent.** The Borrower has obtained or made all findings and approvals required to the date of this Loan Agreement by any governmental body or officer for the making and performance by the Borrower of its obligations under this Loan Agreement, the 2010 Note and the Collateral Documents. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained or which will be obtained prior to Closing) is required on the part of the Borrower as a condition to executing this Loan Agreement, issuing the 2010 Note or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) **Binding Obligation.** This Loan Agreement, the 2010 Note and any Collateral Document to which the Borrower is a party are the valid and binding obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium,

reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) **Full Disclosure.** There is no fact that the Borrower has not specifically disclosed in writing to the Bank that materially and adversely affects or (so far as the Borrower can now foresee, except for pending or proposed legislation or regulations that are a matter of general public information) that will materially and adversely affect the properties, operations and finances of the Borrower, or the Borrower's ability to perform its obligations under this Loan Agreement, the 2010 Note and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the 2010 Note.

(h) **Compliance With Law.** The Borrower is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the Borrower or its status as an Indian tribal government.

## Section 2.2. Covenants.

(a) **Right of Inspection and Notice of Change of Location.** The Bank and its designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting books and records of the Borrower relevant to the performance of Borrower's obligations under this Loan Agreement, the 2010 Note and any Collateral Documents.

(b) **Further Assurance.** The Borrower shall execute and deliver to the Bank all such documents and instruments and do all such other acts and things as may be necessary or required by the Bank to enable the Bank to exercise and enforce (in accordance with the provisions of Section 11.7 below and Paragraph 7 of the 2010 Note) its rights under this Loan Agreement, the 2010 Note and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the Bank to validate, preserve and protect the position of the Bank under this Loan Agreement, the 2010 Note and the Collateral Documents.

### (c) Maintenance of Security, if Any; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the assignment of revenues provided for in the Assignment for so long as any amount is owing under this Loan Agreement or the 2010 Note.

(2) The Borrower agrees to execute and deliver such financing statements, continuation statements or other documents that may be necessary, and to take whatever other action may be requested by Bank to perfect and continue the Bank's interest in the Assigned Interest Income Payments pursuant to the Assignment. In connection therewith, the Borrower hereby irrevocably authorizes the Bank to cause financing statements (and amendments thereto and continuations thereof) and other documents that may be necessary to be recorded and filed, at such times and places as may be required or permitted, to create, perfect and preserve the security interest in the Assigned Interest

Income Payments, and to the extent necessary to exercise the foregoing authorization, hereby irrevocably appoints the Bank the Borrower's attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the interest granted herein. The Bank may at any time, and without further authorization from the Borrower, file copies of the Assignment as a financing statement.

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, impositions, assessments and charges arising out of or in connection with the execution and delivery of the 2010 Note and the Collateral Documents and the documents described in subparagraph (2).

(d) **Financial Information.** The Borrower will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions in such reasonable detail as may be determined by the Borrower in accordance with generally accepted governmental accounting practice and principles. It will cause such books to be maintained on the basis of the same fiscal year as that utilized by the Borrower. The Borrower shall also have prepared and supplied to the Bank, within 270 days of the close of every fiscal year, an audit report prepared by an independent certified public accountant in accordance with generally accepted governmental accounting principles and practice with respect to the financial statements and records of the Borrower. The audit report shall include an analysis of the Borrower's compliance with the provisions of this Loan Agreement. Further, the Borrower, within 60 days of the close of every fiscal year, shall also have prepared and supplied to the Bank a financial statement by an independent certified public accountant with respect to the Crow Tribal Trust Fund showing, at a minimum, the principal balance of said fund, the Assigned Interest Income, the outstanding principal balance of all bonds, notes or other indebtedness secured by the Assigned Interest Income (the "Secured Obligations"), and the annual debt service relating to the Secured Obligations.

### ARTICLE III [RESERVED]

### ARTICLE IV THE 2010 Loan

**Section 4.1. The 2010 Loan: Disbursement of 2010 Loan.** The Bank hereby agrees to lend to the Borrower, at such time as the requirements of this Section 4.1 are met, an amount in the aggregate not to exceed \$1,500,000.00 for the purposes of financing a portion of the Tribal Government operations of Borrower. The 2010 Loan shall be disbursed as provided in this Section 4.1. The Bank shall disburse the 2010 Loan directly to the Borrower, and to no other party.

(a) In consideration of the issuance of the 2010 Note by the Borrower, the Bank shall make an initial disbursement in a total amount not to exceed \$1,500,000.00 of the 2010 Loan upon receipt of the following documents:

(1) an Opinion of Counsel that the signatories to this Loan Agreement, the 2010 Note, and the Collateral Documents are the proper parties to execute said documents, that the signatories are vested with authority to enter into agreements, to execute a limited waiver of the Borrower's sovereign immunity from suit, to consent to jurisdiction of disputes under said documents in the United States district courts subject to the provisions of Section 11.7 below, and that the signatories can and do bind the Crow Tribe to the terms of said documents; and

(2) the 2010 Note, fully executed and authenticated;

(3) the Loan Agreement, fully executed and authenticated;

(4) the Assignment, fully executed and authenticated;

(5) any other Collateral Documents reasonably required by the Bank as a condition to their approval of the 2010 Loan;

(6) payment or provision for payment of the Origination Fee; and

(7) such other certificates, documents and other information as the Bank may require.

(b) In connection with the funding and disbursement of the 2010 Loan to Borrower, the Bank shall not be obligated to see to the application of the proceeds of the 2010 Loan.

(c) On and after the date of Closing, it is anticipated that the Bank will make an initial and additional disbursements of the 2010 Loan, which initial and additional disbursements in the aggregate shall not exceed \$1,500,000.00; provided that (i) the disbursements will be placed in an interest bearing account or accounts of the Bank, (ii) any withdrawals from said account shall require the signature of the Chairman of the Executive Branch and the signature of the Tribal Finance Director, and (iii) the Bank will retain, and not physically advance to the Borrower, an amount equal to the Origination Fee and other costs related to the 2010 Loan which are the responsibility of the Borrower, and the Borrower acknowledges and agrees that such retainage constitutes a disbursement of proceeds of the 2010 Loan in an amount retained by the Bank.

**Section 4.2. Commencement of Loan Term.** The Borrower's obligations under this Loan Agreement and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Loan Agreement.

**Section 4.3. Termination of Loan Term.** The Borrower's obligations under this Loan Agreement and the Collateral Documents shall terminate upon payment in full of all amounts due under the 2010 Note and this Loan Agreement; provided, however, that the covenants and obligations provided in Article VI and in Section 11.8 shall survive the termination of this Loan Agreement.

**Section 4.4. Assignment.** Concurrently with the execution and delivery of this Loan Agreement, the Borrower will execute and deliver the Assignment, pursuant to which the Borrower will assign to the Bank the Assigned Interest Income Payments to assure the full and

prompt payment of principal of and interest on the 2010 Note; provided that the foregoing is not intended to restrict the source or method of such payments by Borrower to sums received with respect to such Crow Tribal Trust Fund Payments, and the obligations in this Loan Agreement, the 2010 Note or the Assignment shall be general obligations of Borrower.

**Section 4.5. Prior Assignment of Assigned Interest Income Payments.** Borrower warrants that the Crow Finance Authority has previously secured Series 1997 Bonds, by the Pledge and Assignment Agreement, and the Borrower has previously secured the 2000 Notes by the Supplemental Pledge and Assignment Agreement, and the Borrower has previously secured the 2007 Note by the Second Supplemental Pledge and Assignment Agreement, each of which pledged and assigned all of the right title and interest of the Borrower to certain portions of the Assigned Interest Income Payments and granted a lien thereon to secure repayment of said Bonds, the 2000 Notes and 2007 Note. Borrower further warrants that it has not granted, bargained, sold, assigned, pledged, transferred, conveyed, warranted, mortgaged, hypothecated or otherwise encumbered the Assigned Interest Income Payments to secure any other indebtedness.

## ARTICLE V REPAYMENT OF 2010 LOAN

**Section 5.1. Repayment of 2010 Loan.** The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof, plus interest on the outstanding principal balance, from time to time, at the Applicable Rate, subject to semi-annual adjustment on March 1 and September 1 of each year. The 2010 Loan Repayments shall be made in accordance with the following:

(a) **2010 Loan Repayments.** The 2010 Loan shall be paid in (i) consecutive, monthly installments of interest at the Applicable Rate on the first day of each month, commencing on October 1, 2010, and continuing through September 1, 2011, (ii) quarterly installments of principal in the amount of \$250,000 each, payable on or before December 1, 2010, March 1, 2011, and June 1, 2011, and (iii) a final payment of all outstanding interest, principal and other sums due on the 2010 Note or under this Loan Agreement shall be made one or before September 1, 2011, all of the foregoing being subject to the rights of repayment set forth below.

(b) **Application of Payments.** All payments of principal and interest shall be applied first to interest due on the 2010 Loan and then to reduce the principal amount thereof. If any installment of principal or interest is not paid when due, each and every such delinquent installment shall bear interest, to the extent permitted by law, at the Applicable Rate from the due date of such installment until payment thereof. The Borrower shall pay all 2010 Loan Repayments in lawful money of the United States of America to the Bank. Interest shall be calculated on the basis of a year of 365 days (366 days during leap years). Interest shall accrue from the date the advance is made. Any payment of principal or interest under this Section 5.1 shall also be credited against the same payment obligation under the 2010 Note.

(c) **Statement of Amount Due.** At least 10 days before the due date of a monthly interest payment other than the final payment, the Bank shall deliver to the Borrower a written statement specifying the amount of the monthly interest payment due under Section 5.1(a)(i) above. At least 30 days before the due date of a quarterly principal payment under Section

5.1(a)(ii) above or the due date of the final payment under Section 5.1 (a)(iii) above, the Bank shall deliver to the Borrower a written statement specifying the amount of such quarterly principal payment or final payment, as the case may be. Notwithstanding the foregoing, the failure of the Bank to deliver said written statements shall in no way or manner (i) relieve Borrower of its obligations to make such payment, (ii) relieve or excuse Borrower from the performance of its duties, obligations or covenants under this Loan Agreement, the 2010 Note or the Collateral Documents, or (iii) impair or diminish the Bank's rights and privileges under this Loan Agreement, the 2010 Note and the Collateral Documents, but the due date of a quarterly principal payment or the final payment, as the case may be, shall be extended to the date which is 30 days after delivery to the Borrower of the said written statement.

**Section 5.2. Additional Payments.** The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2010 Loan if the Borrower so chooses, all reasonable expenses of the Bank in connection with the 2010 Loan, the Collateral Documents and the 2010 Note, including, but not limited to:

(1) the cost of reproducing this Loan Agreement, the Collateral Documents and the 2010 Note;

(2) the fees and disbursements of Counsel utilized by the Bank in connection with the 2010 Loan, this Loan Agreement, the Collateral Documents and the 2010 Note and, and in accordance with the provisions thereof, the enforcement thereof; and

(3) to the extent lawfully applicable, all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the 2010 Note, whether or not the 2010 Note is then outstanding, including all recording and filing fees relating to the Collateral Documents and this Loan Agreement, and, in accordance with the provisions thereof, all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

**Section 5.3. Prepayments.** The Borrower may prepay the 2010 Loan and the 2010 Note, without penalty or premium, in whole or in part, at the option of the Borrower on any one or more dates. In the event of any partial prepayment, the amount thereof shall be applied first to interest due on the 2010 Loan and the 2010 Note to be prepaid and then to reduce the principal amount thereof. All prepayments shall be applied on the principal in the inverse order of maturity, and shall not relieve Borrower from paying the next succeeding installment or installments of principal and interest due hereunder and under the 2010 Note.

**Section 5.4. Obligations of Borrower Unconditional.** The obligations of the Borrower to make the payments required by this Loan Agreement and the 2010 Note and to perform its other agreements contained in this Loan Agreement, the 2010 Note and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Loan Agreement and the 2010 Note, (b) shall perform all its other agreements in this Loan Agreement, the 2010 Note and the Collateral Documents, and (c) shall not terminate this Loan Agreement, the 2010 Note or the Collateral Documents because of commercial frustration of purpose or any

dispute with the Bank unrelated to the Loan Agreement, 2010 Note or Collateral Documents, or any change in the laws of the United States or of the State or any political subdivision of either.

## ARTICLE VI INDEMNIFICATION OF BANK

The Borrower shall indemnify and save harmless the Bank and its officers, employees and agents (each an “Indemnified Party” or, collectively, the “Indemnified Parties”) against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of, resulting from or connected with the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the Borrower’s properties or operation of its affairs. The Borrower shall also indemnify and save harmless the Indemnified Parties against and from all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of any such claim or demand, the Borrower shall, upon notice from the Indemnified Party, defend such proceeding on behalf of the Indemnified Party. Notwithstanding the foregoing, the Borrower shall not be obligated to indemnify or defend an Indemnified Party or any of its officers, employees or agents or hold any of them harmless against or from or in respect of any claim, damage, demand, expense, liability or loss arising from the intentional or willful misconduct, negligence, gross negligence, or breach of the Loan Agreement, 2010 Note or a Collateral Document of the Indemnified Parties.

## ARTICLE VII ASSIGNMENT

**Section 7.1. Assignment by Borrower.** The Borrower may not assign its rights and obligations under this Loan Agreement or the 2010 Note without the consent of the Bank.

**Section 7.2. Assignment by Bank.** Subject to applicable federal and state securities laws, the Bank reserves the right to sell to other banks or financial institutions participations in the 2010 Loan and the 2010 Note, and to disclose to the participants such information regarding the Borrower’s affairs as the Bank may possess.

## ARTICLE VIII THE 2010 Note

**Section 8.1. Authorization.** The Borrower is authorized to issue, execute and deliver its notes and other obligations to obtain funds for Borrower’s Tribal Government operations.

**Section 8.2. Outstanding Debt.** Except for the Series 1997 Bonds, the 2000 Notes and the 2007 Note described in Section 4.5 above, no bonds, notes, or similar indebtedness are outstanding which are secured, in whole or in part, by the Assigned Interest Income Payments.

**Section 8.3. Issuance and Delivery of the 2010 Note.** The Borrower has investigated or caused to be investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to execute and deliver the 2010 Note to evidence the 2010 Loan.



**Section 8.4. Terms.** The 2010 Note shall be in the maximum principal amount of \$1,500,000.00, shall be issued as a multiple advance note, shall be dated as of the date of delivery to the Bank, and shall bear interest at the rate charged by the Bank on the 2010 Loan. The principal of and interest on the 2010 Note shall be payable on the same dates and in the same amounts as principal and interest of the 2010 Loan Repayments are payable. Advances of principal of the 2010 Note shall be deemed made when advances of the 2010 Loan are made under Section 4.1. The Borrower may prepay the 2010 Note, in whole or in part, only upon the terms and conditions under which it can prepay the 2010 Loan under Section 5.3.

Although the 2010 Loan and the 2010 Note contemplate multiple advances not to exceed the aggregate principal amount of \$1,500,000 in accordance with Section 4.1 above, the 2010 Note does not represent a revolving credit of any nature or form whatsoever. The Borrower expressly recognizes that payment of the amounts due the 2010 Note and the 2010 Loan shall not obligate the Bank to advance nor entitle the Borrower to borrow or receive any additional advances, moneys or sums under the terms of this Loan Agreement or the 2010 Note.

**Section 8.5. Execution and Delivery.** The 2010 Note shall be executed on behalf of the Borrower by the manual signature of the Chairman of the Executive Branch of the Tribe. Such signature may be affixed at or prior to the date of delivery of the 2010 Note. In the event any of the officers who shall have signed the 2010 Note shall cease to be officers of the Borrower before the 2010 Note is issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the 2010 Note may be signed by an authorized official who did not hold such office on the date of execution of this Loan Agreement. The 2010 Note shall be delivered to the Bank, or its attorney or legal representative.

**Section 8.6. Form.** The 2010 Note shall be prepared and executed in substantially the form attached as **Appendix A**. The Assignment shall be prepared and executed in substantially the form attached as **Appendix B**.

## ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

**Section 9.1. Events of Default.** Any one or more of the following events is an Event of Default under this Loan Agreement:

(a) If the Borrower shall fail to pay any 2010 Loan Repayment, or other sum payable hereunder when due, provided that if such failure to pay is beyond the Borrower's control and directly attributable to OST (or if force majeure prevents payment when due) the non-payment shall not constitute an Event of Default hereunder if corrective action is promptly instituted by Borrower upon learning of the non-payment (or, in the event of a force majeure, in whatever period corrective action is practicable) and diligently pursued to correction; or

(b) If the Borrower shall fail to observe and perform any other covenant, condition or agreement on its part under this Loan Agreement for a period of 30 days after written notice, specifying such default and requesting that it be remedied, is given to the Borrower by the Bank; provided that if any such term, covenant or agreement is such that non-performance or non-observance thereof cannot be corrected within such 30-day period, or if force majeure prevents

correction within such period, the non-performance or non-observance shall not constitute an Event of Default hereunder if corrective action is instituted by Borrower within such period (or, in the event of a force majeure, in whatever period corrective action is practicable) and diligently pursued to correction; or

(c) If any representation or warranty made by the Borrower in this Loan Agreement shall prove to have been incorrect in any material respect when made; or

(d) The occurrence and continuance of any Event of Default as defined in the 2010 Note or the Collateral Documents; or

(e) If any provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested without lawful basis by the Borrower or any governmental agency or authority, or the Borrower shall deny without lawful basis that it has any or further liability or obligation under this Loan Agreement; or

(f) If the Borrower shall apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of itself or of its property; or admit in writing its inability to pay its debts generally as they become due; or make a general assignment for the benefit of creditors; or be adjudicated a bankrupt or insolvent; or commence a voluntary case under the federal bankruptcy laws of the United States of America or file a voluntary petition or answer seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency laws or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or shall there be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking in respect of the Borrower, an order for relief or an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, or composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of the Borrower or of all or any substantial part of its assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and in such respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested in good faith, the same shall (i) result in the entry of an order for relief or any such adjudication or appointment or (ii) continue undismissed, or pending and unstayed, for any period of sixty (60) consecutive days.

**Section 9.2. Bank's Remedies.** At the time of an Event of Default under Section 9.1 hereof, the Bank may:

(a) Declare in a writing delivered to Borrower that all 2010 Loan Repayments payable under Section 5.1(a) hereof for the remainder of the 2010 Loan term and all accrued and unpaid interest and other sums due under the 2010 Note (being an amount equal to that necessary to pay in full the principal of and interest on the 2010 Note and to pay all other indebtedness thereunder and hereunder) to be immediately due and payable, whereupon the same shall become immediately due and payable by the Borrower, and interest shall accrue thereon to the date of payment. In addition, the Bank, with or without declaring all such 2010 Loan Repayments immediately due and payable, may take whatever action at law or in equity may appear

necessary or appropriate to collect the 2010 Loan Repayments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement, in accordance with Section 11.7 below.

(b) In accordance with the provisions of Section 11.7 below, upon the occurrence and continuation of an Event of Default, the Bank may also:

(1) Proceed to protect and enforce its rights by suit or proceeding consistent with Section 11.7 below, whether for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for the enforcement of any other right, as the Bank being advised by Counsel shall deem most effectual for such purpose; or

(2) Exercise or direct the exercise of any rights or remedies available to it under the 2010 Note or the Collateral Documents.

**Section 9.3. Disposition of Funds.** Any amounts collected pursuant to action taken under Sections 9.2 hereof shall be applied in accordance with the provisions of this Loan Agreement and the 2010 Note.

**Section 9.4. Manner of Exercise.** No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article IX, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

**Section 9.5. Attorneys' Fees and Expenses.** If an Event of Default as defined in Section 9.1 above occurs, and the Bank should employ attorneys or incur other expenses for the collection of the 2010 Loan or the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will on written and itemized demand pay to the Bank the reasonable fee of such attorneys and such other reasonable expenses so incurred, together with interest thereon from and after the date of such demand for payment, at the Applicable Rate.

**Section 9.6. Effect of Waiver.** In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 9.7. Waiver of Stay or Extension Laws.** The Borrower covenants that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Loan Agreement; and hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder,

delay or impede the proper execution of any power herein granted to the Bank, but will suffer and permit the proper execution of every such power as though no such law had been enacted.

**Section 9.8. Remedies.** In accordance with the provisions of Section 11.7 below, the Bank, so long as it owns the 2010 Note, or the owners of not less than 25% in principal amount of the 2010 Note issued and secured under the provisions of this Loan Agreement, shall have the right, either at law or in equity, through suit, action or other proceedings, to protect and enforce the rights of all owners of the 2010 Note and to compel the performance of any and all of the covenants required herein to be performed by the Borrower, and its officers and employees. The owners of a majority in principal amount of the 2010 Note shall have the right to direct the time, method and place of conducting any such proceeding for any remedy available to the holders or the exercise of any power conferred on them and the right to waive a default in the performance of any such covenant, and its consequences, except a default in the payment of the principal of or interest on the 2010 Note when due. However, nothing herein shall impair the absolute and unconditional right of the holders of the 2010 Note to receive payment of the principal of and interest on such 2010 Note as such principal and interest respectively become payable, and to institute suit for any such payment.

**ARTICLE X  
[RESERVED]**

**ARTICLE XI  
MISCELLANEOUS**

**Section 11.1. Notices.** All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following:

Bank:           First Interstate Bank  
                  402 North Center Avenue  
                  P.O. Box 903  
                  Hardin, Montana 59034  
                  Attention: Commercial Loan Department

Borrower:      Crow Tribe of Indians  
                  Box 129  
                  Crow Agency, Montana 59022-0129  
                  Attention: Chairman, Executive Branch

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

**Section 11.2. Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Bank, the Borrower and their respective successors and assigns.

**Section 11.3. Severability.** If any provision of this Loan Agreement shall be determined to be unenforceable at any time, it shall not affect any other provision of this Loan Agreement or the enforceability of that provision at any other time.

**Section 11.4. Amendments: Waiver.** This Loan Agreement may not be effectively amended without the written consent of the Bank and the Borrower. Any waiver or failure to enforce the terms of this Loan Agreement by a party hereto shall not constitute a waiver by said party of the right to enforce or compel performance with respect to any continuing or subsequent default hereunder.

**Section 11.5. Time of Essence: Applicable Law.** Time shall be of the essence of this Loan Agreement. By agreement of the parties, this Loan Agreement shall be governed by and construed in accordance with the laws of the State of Montana, provided that this is not intended and shall not be interpreted as a concession by the Borrower that the State of Montana has lawful authority to regulate any activities of the Borrower or its officers, employees or agents.

**Section 11.6. Captions: References to Sections.** The captions in this Loan Agreement are for convenience only and do not define or limit the scope or intent of any provisions or Articles or Sections of this Loan Agreement. References to Articles and Sections are to the Articles and Sections of this Loan Agreement, unless the context otherwise requires.

**Section 11.7. Limited Waiver of Immunity.** In the event any action or proceeding is commenced by the Bank or the Borrower with respect to enforcement of this Loan Agreement, the 2010 Note or the Collateral Documents, such action or proceeding shall be settled by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in a court(s) with jurisdiction of the matter as set forth in **Appendix C** hereto. Subject to the limitations set forth in **Appendix C** hereto, the Borrower hereby specifically waives any claim or right of the Borrower as an entity to sovereign immunity with respect to any such action or proceeding, and consents to the jurisdiction of the courts as provided in **Appendix C** solely for the enforcement of this Loan Agreement, the 2010 Note and the Collateral Documents. The foregoing jurisdictional, waiver and consent provisions and the choice of law provisions of Section 11.5 above, are for the benefit of the Bank (or other owners or holders of the 2010 Note) exclusively and are not intended and shall not be construed to benefit or otherwise bestow rights on any party other than the Bank or other owners or holders of the 2010 Note.

**Section 11.8. No Liability of Individual Officers, Directors or Trustees.** No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any director, officer or employee, as such, past, present or future, of the Bank, either directly or through the Bank, or against any officer, member of the governing body, or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such director, officer or member of the governing body or employee of the Bank or the Borrower acting in good faith is hereby expressly waived and released by the Borrower and by the Bank as a condition of and in consideration for the adoption of this Loan Agreement and the making of the 2010 Loan.

**Section 11.9. Payments Due on Business Day.** If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement or the 2010 Note, shall not be a Business Day, such payments may be made or act

performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement or the 2010 Note.

**Section 11.10. Right of Others To Perform Borrower's Covenants.** In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case, except as provided in Section 4.2 above, the Bank, or the owners or holders of the 2010 Note, may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. Except as to advances made under Section 4.2 above, no such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the Bank, or the owners or holders of the 2010 Note, shall be paid immediately to the party making such advance and shall bear interest at the Applicable Rate from the date of the advance until repaid.

**Section 11.11. Authentication of Documents.** The officers of the Borrower are hereby authorized and directed to furnish to the Bank and to Counsel certified copies of all proceedings relating to the issuance of the 2010 Note and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to execute and deliver the 2010 Note, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements purported to be shown thereby.

IN WITNESS WHEREOF, the Borrower and Bank have executed this Loan Agreement effective as of the day and year first above written.

CROW TRIBE OF INDIANS, a federally  
recognized Indian Tribe

By: \_\_\_\_\_  
Cedric Black Eagle, Chairman,  
Executive Branch

FIRST INTERSTATE BANK, a Montana  
banking corporation

By: \_\_\_\_\_

APPENDIX A  
FORM OF 2010 NOTE

APPENDIX B  
FORM OF ASSIGNMENT