

## APPENDIX C

### DISPUTE RESOLUTION AND LIMITED WAIVER OF SOVEREIGN IMMUNITY

**1.1** Arbitration. (a) Any controversy or claim arising under this Loan Agreement, the 2010 Note or the Collateral Documents shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except as otherwise modified herein, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction thereof as further provided in this Appendix C.

(b) The arbitration shall be conducted in Billings, Montana. The arbitrator(s) shall have authority to order specific performance and award appropriate injunctive, declaratory or compensatory monetary relief, including interlocutory orders to mitigate damage or prevent irreparable injury to a party, but shall not have authority to award punitive damages or other noncompensatory damages. The Federal Rules of Evidence shall govern evidentiary matters in any arbitration brought hereunder.

(c) The arbitrators’ fees and other all other costs of the arbitration shall initially be borne equally by the parties, but ultimate responsibility for payment of such costs shall be borne by the party against whom the award is rendered, except as the arbitrator(s) may otherwise provide in a written decision.

(d) The award of the arbitrators shall be conclusive and binding on the parties with respect to the matters decided, and shall be complied with by the parties. A party may enter an award and institute Judicial Proceedings to enforce the award in accordance with Section 1.2 of this Appendix C. In such Judicial Proceedings, neither party, without the consent of the other party, shall be entitled to contend that the award should be vacated, modified or corrected.

**1.2** Judicial Proceedings. (a) A party may commence court proceedings (“Judicial Proceedings”) only to compel the other party to participate in arbitration proceedings or to enforce an arbitration award. All Judicial Proceedings conducted pursuant to this Appendix C shall be initially commenced in Crow Tribal Court. Any Judicial Proceedings conducted in Tribal Court shall be conducted in accordance with the substantive law of the Federal Arbitration Act and the procedural law of the Crow Tribal Court, to the extent that such procedural law is not inconsistent with the Federal Arbitration Act and the procedures expressly provided herein.

(b) In the event that the Crow Tribal Court refuses to compel a party to participate in arbitration proceedings or to enforce an arbitration award as written, or fails to perform said functions within 60 days after commencement of Judicial Proceedings, or such further time as the parties may mutually agree, either party may transfer (“remove”) the Judicial Proceedings from Crow Tribal Court to the United States District Court for

the District of Montana, or if it lacks jurisdiction, to the Montana Twenty-Second Judicial District Court for Big Horn County, Montana.

(c) Removal of Judicial Proceedings from Crow Tribal Court may be accomplished by filing a notice of removal in Crow Tribal Court and filing an appropriate application in the appropriate federal or state court (the “Deciding Forum”) in accordance with the procedural rules of that forum. The notice of removal and application need be executed on behalf of only the removing party, and such removal shall not be opposed or contested by the other party. Upon removal, all proceedings in Crow Tribal Court shall be stayed pending final resolution in the Deciding Forum, and all Tribal remedies shall be deemed exhausted. Upon final resolution of the matter, the order or judgment of the Deciding Forum may be entered in Crow Tribal Court.

(d) The parties waive any rights to pursue judicial proceedings related to this Loan Agreement, 2010 Note and the Collateral Documents any court except as provided in this Appendix C.

**1.3. Limited Waiver of Borrower’s Sovereign Immunity** . The Crow Tribe as Borrower unequivocally and irrevocably grants a limited waiver of its sovereign immunity from suit or the limited purpose of enforcing the Borrower’s obligations under this Loan Agreement, the 2010 Note or the Collateral Documents by means of arbitration proceedings, Judicial Proceedings instituted for the purpose of compelling participation in arbitration proceedings, and Judicial Proceedings for the enforcement of arbitration awards, all in accordance with the provisions of this Appendix C; provided, however, that:

(a) this limited waiver shall only extend to the Bank, its successor and assigns (which includes other owners or holders of the 2010 Note), and no other or third parties;

(b) this limited waiver shall not apply to proceedings in any court except the Judicial Proceedings as provided in Section 1.2 this Appendix C;

(c) this waiver shall extend only for a period of time until all the Borrower’s obligations are satisfied under this Loan Agreement, the 2010 Note or the Collateral Documents; and

(d) the monetary relief available against the Crow Tribe pursuant to this waiver shall be limited to amounts that are expressly due and payable pursuant to this Loan Agreement, the 2010 Note or the Collateral Documents (including the costs of arbitration if so awarded against the Borrower pursuant to this Appendix C), and shall not include any other indirect, consequential, tort, punitive or noncompensatory damages, and in no event shall any judgment or other relief awarded pursuant to this limited waiver result in the encumbrance of any Tribal property or assets which are held in trust for the Crow Tribe by the United States of America except those trust assets specifically pledged or assigned pursuant to this Assignment.

APPENDIX D

PENDING LITIGATION

*Bird, et al., v. Crow Executive Branch Officers, et al.*, Civil Case No. 10-033, in the Crow Tribal Civil Court in and for the Crow Indian Reservation.

**THIRD SUPPLEMENTAL  
PLEDGE AND ASSIGNMENT AGREEMENT**

**THIS THIRD SUPPLEMENTAL PLEDGE AND ASSIGNMENT AGREEMENT** (the "Assignment") is made and given effect this \_\_\_\_ day of September, 2010, by the **CROW TRIBE OF INDIANS**, (together with any successors, and hereinafter collectively referred to as the "Assignor") and **FIRST INTERSTATE BANK**, a Montana banking corporation (together with any successors or permitted assigns hereunder, referred to as the "Assignee").

**WITNESSETH:**

**WHEREAS**, the Assignor is authorized and empowered pursuant to Resolutions JAR10-12 and JAR10-\_\_\_\_ to borrow money and issue obligations to finance the operating costs for governmental purposes and to pledge a portion of the interest the Assignor receives from the Crow Tribal Trust Fund (as hereinafter defined) to secure such loan; and

**WHEREAS**, the Crow Finance Authority has previously issued its Tribal Purpose Revenue Bonds, Series 1997 (the "Series 1997 Bonds"), 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 (the "Indenture"), between Assignor and U.S. Bank Trust National Association (formerly known as First Trust National Association) and has entered into that certain Pledge and Assignment Agreement, dated January 1, 1998 (the "Pledge Agreement"), wherein Assignor and the Crow Finance Authority pledged and assigned to the Bond Trustee all of its right, title and interest in and to the Assigned Interest Income (as defined in the Pledge Agreement) and granted a first lien thereon to Bond Trustee to secure repayment of said Series 1997 Bonds; and

**WHEREAS**, Assignor has previously issued its Series A Note and Series B Note (Taxable), each dated February 2, 2000 (the "2000 Notes") to First Interstate Bank as lender (the "2000 Lender") for the purpose of financing the costs of certain projects approval by the Crow Tribal Council, pursuant to the terms of that certain Loan Agreement dated as of February 2, 2000 (the "2000 Loan Agreement"), between Assignor and the 2000 Lender and has entered into that certain Supplemental Pledge and Assignment Agreement, dated February 2, 2000 (the "Supplemental Pledge Agreement"), wherein Assignor pledged and assigned to the 2000 Lender all of its right, title and interest in and to the Assigned Interest Income Payments and granted a first lien thereon to the 2000 Lender to secure repayment of said 2000 Notes, subordinate to the first lien of the Bond Trustee on such Assigned Interest Income Payments; and

**WHEREAS**, Assignor has previously issued its Series A Note dated September 21, 2007 (the "2007 Note") to First Interstate Bank as lender (the "2007 Lender") for the purpose financing the certain projects approval by the Crow Tribal Council, pursuant to the terms of that certain Loan Agreement dated as of September 21, 2007 (the "2007 Loan Agreement"), between Assignor and the 2007 Lender and has entered into that certain Second Supplemental Pledge and Assignment Agreement, dated September 21, 2007 (the "Second Supplemental Pledge Agreement"), wherein Assignor pledged and assigned to the 2007 Lender all of its right, title and interest in and to the Assigned Interest Income Payments and granted a first lien thereon to the 2007 Lender to secure repayment of said 2007 Note, subordinate to the first lien of the Bond

Trustee on such Assigned Interest Income Payments and the first lien of the 2000 Lender on such Assigned Interest Income Payments; and

**WHEREAS**, the Assignor has applied to the Assignee for a line of loan in the aggregate principal amount of \$1,500,000 (the "2010 Loan"), which will be used for operating costs and expenses of the Borrower and to further the legitimate tribal purposes of the Assignor; and

**WHEREAS**, with respect to the 2010 Loan, the Assignor and the Assignee have entered into a Loan Agreement dated the date hereof (the "2010 Loan Agreement"), pursuant to which the Assignor issued and delivered to the Assignee that certain Promissory Note, dated the date hereof (the "2010 Note") in the amount of and as evidence for the 2010 Loan; and

**WHEREAS**, pursuant to Section 4.4 of the 2010 Loan Agreement, as security for repayment of the 2010 Loan the Assignor has agreed to assign and pledge to Assignee a portion of the Assigned Interest Income Payments.

**NOW, THEREFORE**, in consideration of the 2010 Loan by the Assignee to the Assignor, the execution and delivery of the Note, and the mutual covenants and conditions set forth herein, the Assignor and Assignee hereby agree as follows:

1. **Defined Terms.** Capitalized terms used in this Assignment and not defined herein shall have the meanings ascribed thereto in the 2010 Loan Agreement, unless the context clearly requires otherwise.

2. **Grant of Assignment.** For value received, and to secure the obligations of Assignor to pay to Assignee the amounts payable under the 2010 Loan Agreement and the 2010 Note, Assignor hereby assigns and pledges to Assignee all of the following (hereinafter the "Assigned Sums"):

(a) **Assigned Interest Income Payments.** All right, title and interest of the Assignor to the following portions of the payments due from the Office of Management and Budget and/or the Department of Interior, Office of the Special Trustee for American Indians ("OST"), to Assignor (the "Assigned Interest Income Payments") under that certain undertaking of the United States of America to deposit royalties received from several coal mines operating in the State of Montana up to the sum of \$85,000,000, excluding interest and escrow funds, into the Crow Tribal Trust Fund, the interest on which is to be made available to Assignor as set forth in the "Crow Boundary Settlement Act of 1994," 25 U.S.C. § 1776d (the "Act"), which authorized distributions from the Crow Tribal Trust Fund for education, land acquisition, economic development, youth and elderly programs or other tribal purposes. The Assigned Sums shall consist of that portion of the Assigned Interest Income Payments due under the terms of the Act which is equal to the sum of the Loan Repayments and other sums due and payable under the 2010 Loan Agreement and the 2010 Note (the "Obligations"). It is expressly recognized that Assignee's security interest in the Assigned Interest Income Payments are and shall be subordinate to (i) Bond Trustee's first lien for so long as Assignor has outstanding debt service requirements on the Series 1997 Bonds according to the terms of the Indenture and Pledge Agreement, (ii) the 2000 Lender's subordinate lien for so long as

Assignor has outstanding debt service requirements on the 2000 Notes according to the terms of the 2000 Loan Agreement and the Supplemental Pledge Agreement, and (iii) the 2007 Lender's subordinate lien for so long as Assignor has outstanding debt service requirements on the 2007 Note according to the terms of the 2007 Loan Agreement and the Second Supplemental Pledge Agreement. At such time as Assignor's debt service requirements on the Series 1997 Bonds, the 2000 Notes and the 2007 Note have been satisfied, and discharged, Assignee shall thereafter have a first lien on the Assigned Interest Income.

(b) **Ancillary Rights and Proceeds.** All and any other rights and property interests arising out of or relating to the Assigned Sums; all other or additional securities or property (including cash) which may be paid or distributed in respect to the Assigned Sums.

(c) **Proceeds.** All proceeds (both cash and non-cash) of the foregoing, whether now or hereafter arising under the foregoing.

(d) **Governmental Notice.** By copy of this Assignment delivered to the Office of Management and Budget and/or the Office of the Special Trustee for American Indians of the United States Department of the Interior, the Assignor hereby directs the OST to pay the Assigned Sums when due directly to the Assignee for immediate application in payment of the Obligations then or next due. Assignor agrees to execute such further notices, demands or other documents necessary to cause the Office of Management and Budget and/or the Office of the Special Trustee for American Indians of the United States Department of the Interior, to pay the Assigned Sums directly to the Assignee.

**3. Obligations Assured.** This Assignment is granted to the Assignee for the purpose of securing payment of the following obligations of the Assignor:

(a) payment of the principal sum of \$1,500,000, or so much thereof as has been advanced under the terms of the 2010 Note, together with interest thereon according to the terms of the 2010 Note, and any extensions, renewals and/or modifications thereof;

(b) payment of all other sums becoming due or payable under the provisions hereof or under the 2010 Loan Agreement, together with interest thereon at the rate specified in the 2010 Loan Agreement or the 2010 Note, as the case may be;

(c) payment of all other sums which may be advanced by Assignee, in its discretion, for the protection of its interest in the Assigned Sums, including but not limited to payments made on indebtedness of Assignor constituting the prior lien on the Assigned Sums, together with interest thereon at the same rate specified in the 2010 Note from and after the date of any such advance; and

(d) performance of each and every agreement and covenant of Assignor contained herein, in the 2010 Loan Agreement and in the 2010 Note assured hereby.

4. **Representations and Warranties of Assignor.** Assignor warrants and covenants as follows:

(a) **Perfection of Interest in Assigned Sums.** Assignor 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 Assignee to perfect and continue Assignee's interest in the Assigned Sums. Assignor hereby irrevocably authorizes Assignee 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 Sums, and to the extent necessary to exercise the foregoing authorization, hereby irrevocably appoints Assignee the Assignor's attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the interest granted herein. Assignee may at any time, and without further authorization from Assignor, file copies of this Assignment as a financing statement.

(b) **Transactions Involving Assigned Sums.** Assignor agrees, notwithstanding the provisions of Section 2.10 of the Indenture, that it will not, without the prior written consent of the Assignee, grant a lien or other security interest in the Assigned Sums on a parity with the Series 1997 Bonds, the 2000 Notes, the 2007 Notes or the 2010 Note without the express written consent of the Assignee. Assignor may, without the consent of the Assignee, grant a lien or other security interest in the Assigned Sums if such lien or security interest is expressly junior and subordinate to Assignee's security interest in the Assigned Sums.

(c) **Taxes and Assessments.** To the extent lawfully applicable, Assignor shall pay all taxes, assessments or other impositions relating to the Assigned Sums, before the date that the same become delinquent; provided, however, Assignor shall not be in default hereunder by reason of the failure to pay such taxes, assessments or other impositions so long as the Assignor shall contest, in good faith, the existence, amount or validity thereof, or the extent of its liability therefor, by appropriate proceedings (including appeals) which shall operate during the pendency thereof to prevent (i) the collection of, or other realization upon, such tax, assessment or other imposition so contested, or (ii) the sale, forfeiture or loss of the Assigned Sums.

(d) **Compliance with Governmental Requirements.** Assignor shall comply promptly with all laws, ordinances and regulations of all governmental authorities lawfully applicable to the ownership or use of the Assigned Sums; provided, however, Assignor may withhold compliance with any such law, ordinance or regulation so long as the Assignor shall contest, in good faith, the existence or validity thereof, or the extent of its liability or responsibility therefor, by appropriate proceedings (including appeals) which shall operate during the pendency thereof to prevent the sale, forfeiture or loss of the Assigned Sums.

(e) **Prior Assignment of Assigned Interest Income Payments.** Assignor warrants that it has previously secured the Series 1997 Bonds, the 2000 Notes and the

2007 Note by the Pledge Agreement, the Supplemental Pledge Agreement and the Second Supplemental Pledge Agreement, respectively, each of which pledged and assigned all of the right title and interest of the Assignor to the Assigned Interest Income Payments and granted a first lien thereon to Bond Trustee to secure repayment of the Series 1997 Bonds, and granted a subordinate lien thereon to the 2000 Lender to secure repayment of the 2000 Notes and granted a subordinate lien thereon to the 2007 Lender to secure repayment of the 2007 Notes. Assignor 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.

**5. Care of Assigned Sums.** The Assignee shall use reasonable care in the physical preservation and custody of the Assigned Sums in its possession, and their immediate application in payment of the Obligations, but shall have no other obligation to protect the Assigned Sums or its value. In particular, but without limiting the foregoing, Assignee shall have no responsibility for the collection or protection of any income on the Assigned Sums; preservation of rights against parties thereto or against third persons; ascertaining any maturities, calls, conversions, exchanges, offers, tenders, or similar matters relating to any of the Assigned Sums; nor for informing the Assignor about any of the above, whether or not Assignee has or is deemed to have knowledge thereof, provided Assignee shall inform Assignor of Assignee's receipt of Assigned Sums and immediate application thereof in payment of the Obligations. Assignor hereby waives presentment, protest, demand, or notice of dishonor or nonpayment to the Assignor, or to any maker, endorser, surety, guarantor, or other person who is a party to the Assigned Interest Income Payments, and agrees that Assignee shall have no obligations to commence litigation, notify Assignor or anyone else, or take any other action to prevent the running of any statute of limitations.

**6. Necessary Endorsements or Documents.** Assignor agrees to execute and deliver to the Assignee on demand any statement, endorsement (note or bond power), instruction, or other document which the Assignee in its sole discretion requests as being necessary to create, preserve, validate, or enforce its interest in the Assigned Sums.

**7. Events of Default.** The occurrence of any one or more of the following events shall constitute a default hereunder (the "Events of Default"):

(a) If Assignor shall fail to make any payment when due hereunder or under the 2010 Loan Agreement or the 2010 Note, and the time for cure of such default pursuant thereto shall have expired, and such default shall not have been waived by Assignee; or

(b) If Assignor shall fail to observe and perform any other covenant, condition or agreement on its part hereunder, and such default continues for thirty (30) days after written notice specifying such default and requesting that it be remedied, is given to the Assignor by the Assignee; 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 Assignor shall: (i) admit in writing its inability to pay its debts generally as they become due; or (ii) admit in writing the fact that its debts exceed a fair valuation of its property; or (iii) commence a voluntary proceeding under any applicable federal or state bankruptcy, insolvency or other similar law; or (iv) make an assignment for the benefit of its creditors; or (v) consent to the entry of an order for relief in an involuntary proceeding under any applicable federal or state bankruptcy, insolvency or other similar law; or (vi) have entered against it by a court of competent jurisdiction a decree or order granting relief in any involuntary case under any applicable federal or state bankruptcy law, or appointing, with or without the consent of the Assignor, a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Assignor or for any substantial part of its property, or approving a plan for reorganization of the Assignor, or ordering the winding up or liquidation of its affairs, and such decree or order shall not be vacated, set aside or stayed for a period of sixty (60) consecutive days; or

(d) If any representation or warranty made by the Assignor in this Assignment or in the 2010 Loan Agreement shall prove to have been incorrect in any material respect when made; or

(e) The occurrence and continuance of any Event of Default as defined in the 2010 Note or the 2010 Loan Agreement.

**8. Rights of Assignee Upon an Event of Default.** Upon the occurrence of an Event of Default, Assignee may exercise any one or more of the following rights and remedies in addition to any other rights or remedies that may be available under the 2010 Loan Agreement or the 2010 Note, at law, in equity, or otherwise:

(a) In accordance with the provisions of Paragraph 15 below, proceed to protect and enforce its rights by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the 2010 Loan Agreement, or in aid of the execution of any power herein or therein granted, or for the enforcement of any other appropriate legal or equitable remedies; or

(b) The Assignee shall have and may exercise any or all relevant rights and remedies of a secured creditor under the provisions of the Montana Uniform Commercial Code, at law, in equity, or otherwise.

**9. Waiver.** Neither Assignee nor Assignor shall be deemed to have waived any rights hereunder (or under the Loan Agreement) unless such waiver is in writing and signed by such party. No delay or omission on the part of Assignee or Assignor in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of, or prejudice the party's right otherwise to demand strict compliance with, that provision or any other provision. Whenever consent by Assignee or Assignor is required herein, the granting of such consent in any instance shall not constitute continuing consent to subsequent instances where such consent is required herein.

**10. Remedies Cumulative.** All of the Assignee's rights and remedies, whether evidenced hereby or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Assignee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Assignor under this Assignment after Assignor's failure to perform shall not affect Assignee's right to declare a default and exercise its remedies hereunder.

**11. Successor Interests.** This Assignment shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

**12. Notices.** All notices which are required to be given or may be given to the parties pursuant to the terms of this Assignment shall be sufficient in all respects if given in writing and delivered personally or by registered or certified mail, postage prepaid as follows:

Assignor: Crow Tribe of Indians  
P.O. Box 129  
Crow Agency, Montana 59022  
Attention: Chairman, Executive Branch

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

Each party may change the address at which it is to receive communication by written notice to the other party.

**13. Expenses, Costs, and Attorneys' Fees.** If an Event of Default (as defined in Paragraph 7 above) occurs and Assignee is required to commence any suit or action or proceeding to enforce any of the terms of this Assignment (a "Proceeding"), then the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and legal expenses incurred in said Proceeding, whether prior to or during such Proceeding, and also such fees and expenses with respect to a Judicial Proceeding (as defined in Exhibit A hereto), in addition to all other sums provided by law. In the event that Assignee is otherwise properly required to incur any reasonable expenses whatsoever to protect or enforce its rights hereunder, whether or not a Proceeding is commenced, Assignee shall be entitled to recover any and all such sums and all incidental expenses, including such reasonable attorneys' fees. All such sums shall be part of the indebtedness to be paid from the Assigned Sums.

**14. Savings Clause; Severability of Provisions; Controlling Law.** All warranties, representations, and covenants set forth herein shall survive the execution of this Assignment. If any portion of this Assignment shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective. By agreement of the parties, this Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Montana, including any relevant provisions of the Montana Uniform Commercial Code, provided that this is not intended and shall not be interpreted as a concession by Assignor that the State of Montana has

lawful authority to regulate the activities of Assignor or its officers, employees or agents. In addition, this Assignment shall be governed by and construed in accordance with any applicable and controlling federal law.

**15. Limited Waiver of Immunity.** In the event any action or proceeding is commenced by the Assignee or the Assignor with respect to enforcement of the 2010 Loan Agreement, the 2010 Note or this Assignment, 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 Exhibit A hereto. Subject to the limitations set forth on Exhibit A hereto, the Assignor hereby specifically waives any claim or right of the Assignor 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 Exhibit A solely for the enforcement of this Assignment. The foregoing jurisdictional, waiver and consent provisions and the choice of law provisions of Paragraph 14 above, are for the benefit of the Assignee (or other owner or holder 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 Assignee or other owner or holder of the 2010 Note.

**IN WITNESS WHEREOF**, the Assignor and Assignee have each caused this Assignment to be executed by its duly authorized officer as of the date first above written.

CROW TRIBE OF INDIANS, a federally  
recognized Indian Tribe

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

“Assignor”

FIRST INTERSTATE BANK, a Montana  
banking corporation

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

“Assignee”

**EXHIBIT A**  
**DISPUTE RESOLUTION**  
**AND**  
**LIMITED WAIVER OF SOVEREIGN IMMUNITY**

**1.1 Arbitration.** (a) Any controversy or claim arising under this Loan Agreement, the 2010 Note or the Collateral Documents shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except as otherwise modified herein, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction thereof as further provided in this Exhibit A.

(b) The arbitration shall be conducted in Billings, Montana. The arbitrator(s) shall have authority to order specific performance and award appropriate injunctive, declaratory or compensatory monetary relief, including interlocutory orders to mitigate damage or prevent irreparable injury to a party, but shall not have authority to award punitive damages or other noncompensatory damages. The Federal Rules of Evidence shall govern evidentiary matters in any arbitration brought hereunder.

(c) The arbitrators’ fees and other all other costs of the arbitration shall initially be borne equally by the parties, but ultimate responsibility for payment of such costs shall be borne by the party against whom the award is rendered, except as the arbitrator(s) may otherwise provide in a written decision.

(d) The award of the arbitrators shall be conclusive and binding on the parties with respect to the matters decided, and shall be complied with by the parties. A party may enter an award and institute Judicial Proceedings to enforce the award in accordance with Section 1.2 of this Exhibit A. In such Judicial Proceedings, neither party, without the consent of the other party, shall be entitled to contend that the award should be vacated, modified or corrected.

**1.2 Judicial Proceedings.** (a) A party may commence court proceedings (“Judicial Proceedings”) only to compel the other party to participate in arbitration proceedings or to enforce an arbitration award. All Judicial Proceedings conducted pursuant to this Exhibit A shall be initially commenced in Crow Tribal Court. Any Judicial Proceedings conducted in Tribal Court shall be conducted in accordance with the substantive law of the Federal Arbitration Act and the procedural law of the Crow Tribal Court, to the extent that such procedural law is not inconsistent with the Federal Arbitration Act and the procedures expressly provided herein.

(b) In the event that the Crow Tribal Court refuses to compel a party to participate in arbitration proceedings or to enforce an arbitration award as written, or fails to perform said functions within 60 days after commencement of Judicial Proceedings, or such further time as the parties may mutually agree, either party may transfer (“remove”) the Judicial Proceedings from Crow Tribal Court to the United States District Court for the District of Montana, or if it lacks jurisdiction, to the Montana Twenty-Second Judicial District Court for Big Horn County, Montana.

(c) Removal of Judicial Proceedings from Crow Tribal Court may be accomplished by filing a notice of removal in Crow Tribal Court and filing an appropriate application in the appropriate federal or state court (the "Deciding Forum") in accordance with the procedural rules of that forum. The notice of removal and application need be executed on behalf of only the removing party, and such removal shall not be opposed or contested by the other party. Upon removal, all proceedings in Crow Tribal Court shall be stayed pending final resolution in the Deciding Forum, and all Tribal remedies shall be deemed exhausted. Upon final resolution of the matter, the order or judgment of the Deciding Forum may be entered in Crow Tribal Court.

(d) The parties waive any rights to pursue judicial proceedings related to this Loan Agreement, 2010 Note and the Collateral Documents any court except as provided in this Exhibit A.

**1.3. Limited Waiver of Borrower's Sovereign Immunity** . The Crow Tribe as Borrower unequivocally and irrevocably grants a limited waiver of its sovereign immunity from suit or the limited purpose of enforcing the Borrower's obligations under this Loan Agreement, the 2010 Note or the Collateral Documents by means of arbitration proceedings, Judicial Proceedings instituted for the purpose of compelling participation in arbitration proceedings, and Judicial Proceedings for the enforcement of arbitration awards, all in accordance with the provisions of this Exhibit A; provided, however, that:

(a) this limited waiver shall only extend to the Bank, its successor and assigns (which includes other owners or holders of the 2010 Note), and no other or third parties;

(b) this limited waiver shall not apply to proceedings in any court except the Judicial Proceedings as provided in Section 1.2 this Exhibit A;

(c) this waiver shall extend only for a period of time until all the Borrower's obligations are satisfied under this Loan Agreement, the 2010 Note or the Collateral Documents; and

(d) the monetary relief available against the Crow Tribe pursuant to this waiver shall be limited to amounts that are expressly due and payable pursuant to this Loan Agreement, the 2010 Note or the Collateral Documents (including the costs of arbitration if so awarded against the Borrower pursuant to this Exhibit A), and shall not include any other indirect, consequential, tort, punitive or noncompensatory damages, and in no event shall any judgment or other relief awarded pursuant to this limited waiver result in the encumbrance of any Tribal property or assets which are held in trust for the Crow Tribe by the United States of America except those trust assets specifically pledged or assigned pursuant to this Assignment.

PROMISSORY NOTE

Loan No. \_\_\_\_\_  
\$1,500,000.00

Hardin, Montana  
September \_\_\_\_, 2010

**FOR VALUE RECEIVED**, the undersigned, the **CROW TRIBE OF INDIANS**, a duly organized and federally recognized Indian Tribe (together with any successors to its functions, and hereinafter referred to as the "Maker"), does hereby promise to pay to the order of **FIRST INTERSTATE BANK**, a Montana banking corporation (together with any successors or permitted assigns hereunder, referred to as the "Bank"), at its offices at 402 North Center Avenue, P.O. Box 903, Hardin, Montana 59034, Attention: Commercial Loan Department, or at such other place, either within or without the State of Montana, as the Bank or the holder hereof may from time to time designate in writing, in legal tender of the United States of America, the principal sum of **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00)**, or so much thereof as has been advanced under the terms of this Promissory Note (the "Note") or the Loan Agreement (defined below), in installments as set forth below, which sum shall be payable together with interest thereon at a variable rate (subject to semiannual adjustment on each March 1 and September 1 during the term of this Note), 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. The interest rate calculated in accordance with the foregoing sentence is referred to as the "Applicable Rate." As used in this Note and in the Loan Agreement, the term "Prime Rate" means the Prime Rate as published in the Money Rate section of the Wall Street Journal, Western Edition. 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%

1. All capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in that certain Loan Agreement dated as of September \_\_\_\_, 2010 (the "Loan Agreement"), given by Maker to the Bank, unless the context clearly requires otherwise. The term "Assignment" shall mean and refer to that certain Third Supplemental Pledge and Assignment Agreement, dated as of September \_\_\_\_, 2010, executed and delivered by Maker, as Assignor, for the benefit of the Bank, as assignee, with respect to the Assigned Interest Income Payments, as more particularly described therein.

2. The outstanding balance of principal, together with interest thereon and all other sums due hereunder or under the Loan Agreement, shall be payable as follows:

(a) The outstanding principal balance of 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 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 this Note or under the Loan Agreement shall be made one or before September 1, 2011, all of the foregoing being subject to the rights of prepayment set forth below.

(b) All payments of principal and interest shall be applied first to interest due on the Note 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. Maker shall pay all Loan Repayments in lawful money of the United States of America to the Bank. Interest shall accrue from the date an advance is made.

(c) The Maker may prepay and redeem this Note, without penalty or premium, in whole or in part, at the option of the Maker 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 Note 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 Maker from paying the next succeeding installment or installments of principal and interest due hereunder.

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

(e) At least 10 days before the due date of a monthly interest payment other than the final payment, the Bank shall deliver to the Maker a written statement specifying the amount of the monthly interest payment due under Paragraph 2.1(a)(i) above. At least 30 days before the due date of a quarterly principal payment under Paragraph 2.1(a)(ii) above or the due date of the final payment under Paragraph 2.1 (a)(iii) above, the Bank shall deliver to the Maker 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 Maker of its obligations to make such payment, (ii) relieve or excuse Maker 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 Maker of the said written statement.

3. Any one or more of the following events is an Event of Default under this Note:

(a) If Maker (which term for the purposes of this Paragraph 3 includes all makers, sureties, endorsers and guarantors of this Note, or any extension, renewal, and/or modification thereof) shall fail to make any payment of principal or interest when due, provided that if such failure to pay is beyond the Maker'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

Maker 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 Maker shall fail to pay when due any other amounts due hereunder or under the Loan Agreement or the Assignment (other than payments of principal and interest due under this Note); or

(c) If Maker shall fail to observe and perform any other covenant, condition or agreement on its part hereunder or under the Loan Agreement or the Assignment, and such default continues for thirty (30) days after written notice, specifying such default and requesting that it be remedied, is given to the Maker by the Bank, provided that if any 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 a default hereunder if corrective action is instituted by Maker within such period (or, in the event of a force majeure, in whatever period correction action is practicable) and diligently pursued to correction; or

(d) If Maker shall: (i) admit in writing its inability to pay its debts generally as they become due; or (ii) admit in writing the fact that its debts exceed a fair valuation of its property; or (iii) commence a voluntary proceeding under any applicable federal or state bankruptcy, insolvency or other similar law; or (iv) make an assignment for the benefit of its creditors; or (v) consent to the entry of an order for relief in an involuntary proceeding under any applicable federal or state bankruptcy, insolvency or other similar law; or (vi) have entered against it by a court of competent jurisdiction a decree or order granting relief in any involuntary case under any applicable federal or state bankruptcy law, or appointing, with or without the consent of the Maker, a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Maker or for any substantial part of its property, or approving a plan for reorganization of the Maker, or ordering the winding up or liquidation of its affairs, and such decree or order shall not be vacated, set aside or stayed for a period of sixty (60) consecutive days; or

(e) If any representation or warranty made by the Maker herein or in the Loan Agreement or the Assignment, or in any Collateral Documents, shall prove at any time to be incorrect or misleading in any material respect as of the date made; or

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

Whenever any Event of Default shall have happened and be continuing, the Bank or the holder hereof may declare in a writing delivered to the Maker that all unpaid Loan Repayments and all accrued and unpaid interest and other sums payable hereunder (being an amount equal to that necessary to pay in full the principal remaining due on this Note, together with interest



thereon, and to pay all other indebtedness or sums due hereunder or under the Loan Agreement or Assignment) to be immediately due and payable, whereupon the same shall become immediately due and payable by the Maker, and interest shall accrue thereon to the date of payment. In addition, the Bank or the holder hereof, with or without declaring all such payments immediately due and payable, may take whatever action at law or in equity which may appear necessary or appropriate to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Maker under this Note, the Loan Agreement or the Assignment, in accordance with Paragraph 7 below.

Notwithstanding anything to the contrary stated herein, the Bank shall not be required to give notice to any other makers, sureties, endorsers and guarantors of this Note if, by virtue of a separate agreement or guaranty of this Note, such notice is waived or if the failure of the Bank to give such notice is not a defense to the obligations under the separate agreement or guaranty.

4. Notwithstanding anything to the contrary contained herein or in the Assignment securing this Note or in the Loan Agreement, all agreements between the Maker and Bank are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the loan proceeds, acceleration of the maturity of the loan, or otherwise, shall the amount paid or agreed to be paid to Bank for the use, forbearance or detention of the money to be loaned hereunder exceed the maximum rates which Bank is permitted to charge under applicable law. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Loan Agreement or the Assignment, or any other loan document at any time performance of such provision shall be due, shall involve transcending the limits of interest prescribed by law, then ipso facto, the obligation to be fulfilled by Maker shall be reduced to the limit of such validity. If either the Maker or Bank is exempt from applicable usury statutes or for any other reason not limited by law, none of the provisions of the above paragraph shall be construed so as to limit or reduce the interest or other consideration of the loan payable hereunder.

5. In the event that the Bank brings a suit or proceeding hereon, or an attorney be employed or expenses be incurred in connection with a demand for payment of this Note or any portion of the indebtedness evidenced hereby or as otherwise provided in the Loan Agreement, the prevailing party shall be entitled to payment from the other party of all reasonable expenses and attorney's fees incurred by the prevailing party.

6. Except as otherwise provided herein or in the Loan Agreement, the Maker, endorsers, guarantors and sureties of this Note, and each of them, hereby waive diligence, demand for payment, notice of nonpayment, protest and notice of protest and specifically consent to and waive notice of any renewals or extensions of this Note, whether made to or in favor of the Maker or any other person or persons.

7. By agreement of the parties, this Note 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 Maker that the State of Montana has lawful authority to regulate any activities of the Maker or its officers, employees or agents. In the event any action or proceeding is commenced by the Bank or the Maker with respect to enforcement of the Loan Agreement, this 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 to the Loan Agreement. Subject to the limitations in Appendix C to the Loan Agreement, the Maker hereby specifically waives any claim or right of the Maker 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 to the Loan Agreement. The foregoing jurisdictional, waiver and consent provisions and the choice of law provisions above, are for the benefit of the Bank (or other owner or holder of the 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 Note.

8. The terms of this Note apply to, inure to the benefit of, and bind all parties hereto (including without limitation all makers, endorsers, guarantors and sureties hereof), their heirs, legatees, devisees, personal representatives, successors and assigns.

9. Under an Assignment executed by Maker and Bank, the Assigned Interest Income Payments to be received by the Maker pursuant to the Act are intended to be applied in payment of the Loan Repayments, provided that the foregoing is not intended to restrict the source or method of such Loan Repayments by Maker to sums received with respect to such Assigned Interest Income Payments, and the obligations under this Note, the Loan Agreement and the Collateral Documents shall be general obligations of Maker. The terms, covenants, conditions, provisions, stipulations and agreements of the Assignment are hereby incorporated herein, to the same extent and with the same effect as if they were fully set forth herein. The undersigned does hereby covenant and promise well and truly to abide by and comply with each and every term, covenant, provision, stipulation, promise, agreement and condition set forth in this Note and the Assignment and the Loan Agreement. This Note shall evidence, and the Loan Agreement and the Assignment shall assure, payment of the Loan Repayments pursuant to the Loan Agreement, which shall bear interest at the Applicable Rate, unless a greater rate is expressly provided in the Loan Agreement. Reference is made to the Loan Agreement with respect to rights of acceleration of all or part of the indebtedness evidenced by this Note.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

CROW TRIBE OF INDIANS, a federally  
recognized Indian Tribe

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

APPROVAL

Pursuant to, and as required by 25 U.S.C., Section 1776d(d)(1) and 1776d(e), the Bureau of Indian Affairs, a part of the United States Department of the Interior ("BIA"), acting under delegated authority, hereby acknowledges and grants its approval of the pledge and assignment by the Tribe to First Interstate Bank, as lender (the "2010 Lender"), of the "Assigned Sums," consisting of that portion of the interest income on the Crow Tribal Trust Fund established in the Treasury of the United States of America pursuant to 25 U.S.C. Section 1776d (the "Interest Income"), which is available after payment of amounts due and payable to (i) U.S. Bank Trust National Association (formerly known as First Trust National Association), as bond trustee (the "Bond Trustee"), pursuant to the Pledge and Assignment Agreement dated as of January 1, 1998, between the Tribe, the Crow Finance Authority (the "Authority") and the Bond Trustee, of the portion of the Interest Income necessary to pay the principal of and interest on the obligations of the Authority issued pursuant to the Trust Indenture, dated as of January 1, 1998, between the Authority and the Bond Trustee, (ii) First Interstate Bank, as lender (the "2000 Lender") pursuant to the Supplemental Pledge and Assignment Agreement dated as of February 2, 2000, between the Tribe and the 2000 Lender, of the portion of the Interest Income necessary to pay the principal of and interest on the obligations of the Tribe under its Series A Note and Series B Note (Taxable), each dated February 2, 2000, and (iii) First Interstate Bank, as lender (the "2007 Lender") pursuant to the Second Supplemental Pledge and Assignment Agreement dated as of September 21, 2007, between the Tribe and the 2007 Lender, of the portion of the Interest Income necessary to pay the principal of and interest on the obligations of the Tribe under its Series A Note dated September 21, 2007, and which is equal to the 2010 Loan Repayments and other sums due and payable under the Loan Agreement, dated as of September \_\_\_\_, 2010 (the "Loan Agreement"), between the Tribe and the 2010 Lender. The Assigned Sums are assigned by the Tribe to the 2010 Lender pursuant to the terms and conditions of the Third Supplemental Pledge and Assignment Agreement, dated as of September \_\_\_\_, 2010.

Dated this \_\_\_\_ day of September, 2010.

UNITED STATES DEPARTMENT OF THE  
INTERIOR, BUREAU OF INDIAN AFFAIRS

By \_\_\_\_\_  
Its \_\_\_\_\_

ACCOMMODATION APPROVAL AND DISCLAIMER

The CROW TRIBE OF INDIANS OF MONTANA (the “Tribe”), a federally recognized Indian tribe, has submitted documents identified as Operating Line of Credit Loan Secured by Interest from the 107<sup>th</sup> Settlement Trust Fund to the Department of the Interior and has requested that the Department review and approve the documents in accordance with 25 U.S.C. § 81. In an effort to comply with the Tribe’s request, the Department has reviewed the identified documents and determined that they do not represent agreements which require the payment of money or other thing of value in consideration of services for the Tribe relative to Indian trust lands or other trust assets. The Department therefore concludes that 25 U.S.C. § 81 does not apply to the identified documents. It follows that the identified documents need no approval from the Secretary of the Interior, or the Assistant Secretary – Indian Affairs.

Notwithstanding the inapplicability of 25 U.S.C. § 81, the Tribe has requested that the identified documents be approved by the Department to strengthen the Tribe’s legitimate authority to negotiate and sign the documents. As an accommodation to the Tribe, the Regional Director for the Rocky Mountain Region, the Bureau of Indian Affairs, on behalf of the Secretary of the Interior and the Assistant Secretary – Indian Affairs, hereby approves the documents identified as Operating Line of Credit Loan Secured by Interest from the 107<sup>th</sup> Settlement Trust Fund.

This approval provided by the Regional Director, on behalf of the Secretary of the Interior, and Assistant Secretary, Bureau of Indian Affairs is not intended to mean, and should not be construed or interpreted to mean that the identified documents must be approved by the Department. In addition, this approval is not intended to mean, and should not be construed or interpreted to mean, that the United States assumes or guarantees any of the obligations imposed upon the Tribe by the identified documents.

\_\_\_\_\_  
Regional Director, Rocky Mountain Region,  
Bureau of Indian Affairs on behalf of the  
Secretary of the Interior and the  
Assistant Secretary – Indian Affairs

\_\_\_\_\_  
Date

## OST ACKNOWLEDGMENT OF LOAN FOR TRIBAL GOVERNMENT OPERATIONS

The Office of the Special Trustee for American Indians of the United States Department of the Interior ("OST") has been advised of and presented with the documents relating to a loan for Tribal Government operations (the "2010 Loan") between the Crow Tribe of Indians (the "Tribe") and First Interstate Bank, a state banking corporation ("Secured Party"), the terms of which require the Tribe to grant the Secured Party a security interest in a portion of the interest income (the "Assignment Interest Income") on the Crow Tribal Trust Fund established in the Treasury of the United States of America pursuant to 25 U.S.C. Section 1776d (the "Trust Fund"), pursuant to the terms and conditions of the Third Supplemental Pledge and Assignment Agreement, dated as of September \_\_\_\_, 2010 (the "Pledge Agreement"), given by the Tribe to the Secured Party, to be executed within five business days of this acknowledgment. The Pledge Agreement secures repayment of the obligations of the Tribe under the Promissory Note dated September \_\_\_\_, 2010, in the principal amount of \$1,500,000 (the "Note"). All capitalized terms used in this Acknowledgment but not defined shall have the meanings given to such terms in the Loan Agreement dated as of September \_\_\_\_, 2010 (the "Loan Agreement"), between the Tribe and the Secured Party.

OST maintains custody of the Trust Fund assets pursuant to the authority of 25 U.S.C. Section 1776d and the American Indian Trust Funds Management Reform Act of 1994, conducts the administration and investment of such assets, and has responsibility for distribution of the Tribe's Trust Fund earnings under public law 105-032 ("Trust Funds Act"). The aforementioned functions and responsibilities of OST were previously performed by the Office of Trust Fund Management ("OTFM"); OST assumed such functions and responsibilities of OTFM relating to the Tribe's Trust Fund assets pursuant to a restructuring of the Department of the Interior. OST hereby acknowledges, so long as any of the obligations of the Tribe under the terms of the Note, the Pledge Agreement or the Loan Agreement remain outstanding, to comply with the following provisions:

- 1) In accordance with Section 5.1 of the Loan Agreement, OST shall cause to be transferred directly to the Secured Party, by wire transfer in immediately available funds on or about 11:00 a.m., Mountain Standard time, on the first day of each month as set forth in the SF-1034 received from the Tribe, beginning on October 1, 2010, all Trust Fund amounts constituting Assigned Interest Income in the amount not to exceed the request amount shown on the SF-1034 received from the Tribe.
- 2) In accordance with Section 5.1 of the Loan Agreement, OST shall cause to make payments directly to the Secured Party to begin October 1, 2010, and to continue until all principal, interest and other sums payable under the Note and Loan Agreement have been paid in full.

OST represents that, to the best of its knowledge, other than as set forth in the 4.5 of the Loan Agreement, it has not acknowledged, consented to, approved or authorized any other loan or financing arrangement wherein the Tribe has granted to any other party any right, title or security interest in the Trust Fund amounts constituting the Assigned Interest Income.

OST represents that although the Trust Fund amounts are considered a secondary source of repayment of the Note, the Loan Agreement directs payments to begin immediately and to continue until all principal, interest and other sums have been paid in full. Upon payment in full of the 2010 Loan and the Note, funds held in the account established by the Secured Party will not be accepted for deposit into the Trust Fund System within OST.

By executed this Acknowledgment, neither OST nor the United States of America assumes or guarantees any of the Tribe's obligations under the 2010 Loan. Further, this Acknowledgment shall be effective upon execution of the Note, the Pledge Agreement and the Loan Agreement.

Dated this \_\_\_\_ day of September, 2010.

OFFICE OF THE SPECIAL TRUSTEE,  
FIELD OPERATIONS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_