

**ROSEBUD SIOUX TRIBE
Resolution NO. 2020-312**

(Commercial Card Credit Facility)

TO: WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank")

RESOLVED: that the ROSEBUD SIOUX TRIBE, a federally recognized Indian Tribe, as borrower (the "*Tribe*" or "*Borrower*"), proposes to obtain, or has obtained a WellsOne Commercial Card credit facility from Bank with a credit limit of \$250,000,00 pursuant to the terms and conditions of that certain WellsOne Commercial Card Agreement made and entered into as of December 15, 2020, by and between the Tribe and the Bank (the "*P Card Agreement*"), whereby the Bank shall extend credit to the Tribe and issue purchasing cards for use by the Tribe and its designated employees, subsidiaries, affiliates, agents and representatives pursuant to the terms set forth therein.

BE IT FURTHER RESOLVED, that the following officers: **Rodney M. Bordeaux**, Chairman of the Tribe, together with Scott Herman, Vice Chairman of the Tribe, be and they are hereby authorized and empowered for and on behalf of and in the name of the Tribe and as its act and deed in their discretion, to enter into, execute and deliver to Bank:

BE IT FURTHER RESOLVED, that the President and Vice President of the Borrower (the "*Authorized Officers*") are hereby authorized and empowered to act for and on behalf of and in the name of the Borrower and as its act and deed in connection with the P Card Agreement:

(a) To borrow money from Bank and to assume any liabilities of any other person or entity to Bank, in such form and on such terms and conditions as shall be agreed upon by those authorized above and Bank, and to sign and deliver to Bank such promissory notes and other evidences of indebtedness for money borrowed or advanced and/or for indebtedness assumed as Bank shall require; such promissory notes or other evidences of indebtedness may provide that advances be requested by telephone communication and by any member, manager, officer, employee or agent of the Borrower so long as the advances are deposited into any deposit account of the Borrower with Bank; the Borrower shall be bound to Bank by, and Bank may rely upon, any communication or act, including telephone communications, purporting to be done by any member, manager, officer, employee or agent of the Borrower provided that Bank believes, in good faith, that the same is done by such person.

(b) To perform all acts and to execute and deliver the P Card Agreement described above and such other contracts and instruments evidencing and/or otherwise related and/or pertaining to the Bank's extension of credit pursuant to the P Card Agreement which Bank deems necessary or convenient to accomplish the purposes of this resolution (the "*P Card Credit Documents*").

BE IT FURTHER RESOLVED, that the Authorized Officers of the Tribe who signed the P Card Credit Documents are now, and were on the date of signing, duly qualified and acting officers or officials of the Tribe, respectively, and as such are authorized to execute the same.

BE IT FURTHER RESOLVED, that all representations, warranties and covenants of the Tribe contained in the P Card Credit Documents were true and correct as of the date thereof and are true and correct as of the date hereof as if made on the date hereof, and the Tribe has performed all of the obligations required to be performed under the P Card Credit Documents.

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BE IT FURTHER RESOLVED, that all of the P Card Credit Documents have been duly executed and delivered by the Tribe to the Bank and constitute the legal, valid and binding obligations of the Tribe, enforceable in accordance with their respective terms, subject to equitable principles with regard to specific performance and except as to enforcement of remedies, as may be limited by bankruptcy, insolvency or similar laws affecting generally the enforcement of creditors' remedies.

BE IT FURTHER RESOLVED, that there is no provision of the Tribe's Constitution, Bylaws or other document of organization of the Tribe, or any law or ordinance of the Tribe, that would preclude the Tribe from entering into and performing under the P Card Credit Documents. Neither the execution and delivery of the P Card Credit Documents by the Tribe nor the performance of the provisions thereof by the Tribe contravene, violate or cause a default under the Constitution of the Tribe or any law, ordinance, governmental regulation or agreement to which the Tribe is a party or by which the Tribe's property is bound.

BE IT FURTHER RESOLVED, that there is no litigation or administrative proceeding threatened or pending questioning the organization or existence of the Tribe, the rights of any of the officers of the Tribe to their offices, or the authority or proceedings for the execution and delivery of the P Card Credit Documents or affecting the validity thereof.

BE IT FURTHER RESOLVED, that the financial information relating to the Tribe which has been delivered to the Bank is materially accurate as of the date thereof.

BE IT FURTHER RESOLVED, that the form, terms and provisions of the P Card Agreement and transactions contemplated in the P Card Credit Documents and all actions necessary for the consummation of the same (including, but not limited to, the "Governing Law," "Limited Waiver of Sovereign Immunity," "Arbitration," "Courts," "Waiver of Exhaustion of Remedies" and "Waiver of Jury Trial" provisions respectively set forth in P Card Agreement) are (i) incorporated herein by this reference as if set forth in full herein; (ii) authorized and approved in all respects; and (iii) shall be effective and enforceable in any action brought against the Tribe by the Bank and/or the Bank's successors or assigns. Furthermore, the Tribe waives any other defenses that might be available to the Tribe for the limited purpose of enforcement of the P Card Credit Documents and any other applicable documents relating thereto and for such limited purposes, the Tribe hereby agrees that suit may be brought against the Tribe in any of the courts identified in the "Courts" provision of the P Card Agreement and such provision of the P Card Agreement shall be enforceable and effective in any action brought against the Tribe by Bank and/or Bank's successors or assigns arising from or in connection with the P Card Agreement and the transactions contemplated by this resolution and the P Card Credit Documents.

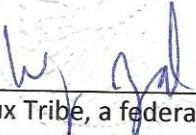
BE IT FURTHER RESOLVED, that the authority hereby conferred is in addition to the authority conferred by any other resolution heretofore or hereafter delivered to Bank. This resolution shall continue in full force and effect until Bank shall have received notice in writing, certified by the Secretary of the Tribe, of the revocation hereof by a resolution duly adopted by the Tribal Council of the Tribe, and such revocation shall be effective only as to credit which was not extended or committed by Bank to Borrower prior to Bank's receipt of such notice. The authority hereby conferred shall be deemed to be retroactive and any and all acts authorized herein which were performed prior to the passage of this resolution are hereby approved and ratified.

**ROSEBUD SIOUX TRIBE
Resolution NO. 2020-312**


CERTIFICATION

We, the undersigned, Secretary and President of the Tribal Council of the Rosebud Sioux Tribe hereby certify and declare that the foregoing is a full, true and correct copy of the resolution duly passed and adopted by the Tribal Council of the Tribe, by written consent of all members of said Tribal Council or at a meeting of said Tribal Council duly and regularly called, noticed and held on December 15, 2020, at which meeting a quorum of the members of the Tribal Council was present and voted in favor of said resolution; that said resolution is now in full force and effect; that there is no provision in the Constitution or Bylaws of the Tribe limiting the power of the Tribal Council to pass the foregoing resolutions and that such resolutions are in conformity with the provisions of such Constitution and Bylaws.

IN TESTIMONY WHEREOF, I have hereunto set my hand on December 15, 2020.



Secretary of the Rosebud
Sioux Tribe, a federally recognized Indian Tribe


_____, President of the Rosebud
Sioux Tribe, a federally recognized Indian Tribe

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BE IT FURTHER RESOLVED, that the following officers: **Rodney M. Bordeaux**, Chairman of the Tribe, together with Scott Herman, Vice Chairman of the Tribe, be and they are hereby authorized and empowered for and on behalf of and in the name of the Tribe and as its act and deed in their discretion, to enter into, execute and deliver to Bank:

BE IT FURTHER RESOLVED, that the President and Vice President of the Borrower (the "*Authorized Officers*") are hereby authorized and empowered to act for and on behalf of and in the name of the Borrower and as its act and deed in connection with the P Card Agreement:

(a) To borrow money from Bank and to assume any liabilities of any other person or entity to Bank, in such form and on such terms and conditions as shall be agreed upon by those authorized above and Bank, and to sign and deliver to Bank such promissory notes and other evidences of indebtedness for money borrowed or advanced and/or for indebtedness assumed as Bank shall require; such promissory notes or other evidences of indebtedness may provide that advances be requested by telephone communication and by any member, manager, officer, employee or agent of the Borrower so long as the advances are deposited into any deposit account of the Borrower with Bank; the Borrower shall be bound to Bank by, and Bank may rely upon, any communication or act, including telephone communications, purporting to be done by any member, manager, officer, employee or agent of the Borrower provided that Bank believes, in good faith, that the same is done by such person.

(b) To perform all acts and to execute and deliver the P Card Agreement described above and such other contracts and instruments evidencing and/or otherwise related and/or pertaining to the Bank's extension of credit pursuant to the P Card Agreement which Bank deems necessary or convenient to accomplish the purposes of this resolution (the "*P Card Credit Documents*").

BE IT FURTHER RESOLVED, that the Authorized Officers of the Tribe who signed the P Card Credit Documents are now, and were on the date of signing, duly qualified and acting officers or officials of the Tribe, respectively, and as such are authorized to execute the same.

BE IT FURTHER RESOLVED, that all representations, warranties and covenants of the Tribe contained in the P Card Credit Documents were true and correct as of the date thereof and are true and correct as of the date hereof as if made on the date hereof, and the Tribe has performed all of the obligations required to be performed under the P Card Credit Documents.

ROSEBUD SIOUX TRIBE
Resolution NO. 2020-312

BE IT FURTHER RESOLVED, that all of the P Card Credit Documents have been duly executed and delivered by the Tribe to the Bank and constitute the legal, valid and binding obligations of the Tribe, enforceable in accordance with their respective terms, subject to equitable principles with regard to specific performance and except as to enforcement of remedies, as may be limited by bankruptcy, insolvency or similar laws affecting generally the enforcement of creditors' remedies.

BE IT FURTHER RESOLVED, that there is no provision of the Tribe's Constitution, Bylaws or other document of organization of the Tribe, or any law or ordinance of the Tribe, that would preclude the Tribe from entering into and performing under the P Card Credit Documents. Neither the execution and delivery of the P Card Credit Documents by the Tribe nor the performance of the provisions thereof by the Tribe contravene, violate or cause a default under the Constitution of the Tribe or any law, ordinance, governmental regulation or agreement to which the Tribe is a party or by which the Tribe's property is bound.

BE IT FURTHER RESOLVED, that there is no litigation or administrative proceeding threatened or pending questioning the organization or existence of the Tribe, the rights of any of the officers of the Tribe to their offices, or the authority or proceedings for the execution and delivery of the P Card Credit Documents or affecting the validity thereof.

BE IT FURTHER RESOLVED, that the financial information relating to the Tribe which has been delivered to the Bank is materially accurate as of the date thereof.

BE IT FURTHER RESOLVED, that the form, terms and provisions of the P Card Agreement and transactions contemplated in the P Card Credit Documents and all actions necessary for the consummation of the same (including, but not limited to, the "Governing Law," "Limited Waiver of Sovereign Immunity," "Arbitration," "Courts," "Waiver of Exhaustion of Remedies" and "Waiver of Jury Trial" provisions respectively set forth in P Card Agreement) are (i) incorporated herein by this reference as if set forth in full herein; (ii) authorized and approved in all respects; and (iii) shall be effective and enforceable in any action brought against the Tribe by the Bank and/or the Bank's successors or assigns. Furthermore, the Tribe waives any other defenses that might be available to the Tribe for the limited purpose of enforcement of the P Card Credit Documents and any other applicable documents relating thereto and for such limited purposes, the Tribe hereby agrees that suit may be brought against the Tribe in any of the courts identified in the "Courts" provision of the P Card Agreement and such provision of the P Card Agreement shall be enforceable and effective in any action brought against the Tribe by Bank and/or Bank's successors or assigns arising from or in connection with the P Card Agreement and the transactions contemplated by this resolution and the P Card Credit Documents.

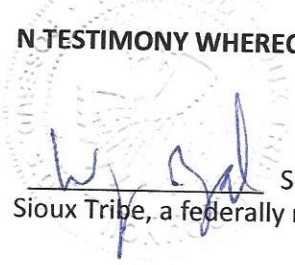
BE IT FURTHER RESOLVED, that the authority hereby conferred is in addition to the authority conferred by any other resolution heretofore or hereafter delivered to Bank. This resolution shall continue in full force and effect until Bank shall have received notice in writing, certified by the Secretary of the Tribe, of the revocation hereof by a resolution duly adopted by the Tribal Council of the Tribe, and such revocation shall be effective only as to credit which was not extended or committed by Bank to Borrower prior to Bank's receipt of such notice. The authority hereby conferred shall be deemed to be retroactive and any and all acts authorized herein which were performed prior to the passage of this resolution are hereby approved and ratified.

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We, the undersigned, Secretary and President of the Tribal Council of the Rosebud Sioux Tribe hereby certify and declare that the foregoing is a full, true and correct copy of the resolution duly passed and adopted by the Tribal Council of the Tribe, by written consent of all members of said Tribal Council or at a meeting of said Tribal Council duly and regularly called, noticed and held on December 15, 2020, at which meeting a quorum of the members of the Tribal Council was present and voted in favor of said resolution; that said resolution is now in full force and effect; that there is no provision in the Constitution or Bylaws of the Tribe limiting the power of the Tribal Council to pass the foregoing resolutions and that such resolutions are in conformity with the provisions of such Constitution and Bylaws.

IN TESTIMONY WHEREOF, I have hereunto set my hand on December 15, 2020.



[Signature] Secretary of the Rosebud
Sioux Tribe, a federally recognized Indian Tribe

[Signature] , President of the Rosebud
Sioux Tribe, a federally recognized Indian Tribe



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Rosebud Agency

Post Office Box 228

Mission, South Dakota 57555

IN REPLY REFER TO:
Office of the Superintendent

FEB 26 2021

Honorable Rodney Bordeaux
President, Rosebud Sioux Tribe
Post Office Box 430
Rosebud, South Dakota 57570

Attention: Louis Wayne Boyd, Rosebud Sioux Tribe Secretary

Dear President Bordeaux:

Our office is in receipt of the following Rosebud Sioux Tribal Resolutions: 2020-02, 2020-04, 2020-05, 2020-175, 2020-289, 2020-292, 2020-295, 2020-296, 2020-297, 2020-298, 2020-299, 2020-300, 2020-301, 2020-302, 2020-303, 2020-304, 2020-305 (Rescinded: 12/23/2020), 2020-306, 2020-307, 2020-308, 2020-309, 2020-311, 2020-312, 2020-313, 2020-314, 2020-315, 2020-316, 2020-317 and 2020-318.

All Tribal Resolutions have been reviewed by this office.

The Range Program has been provided with the following resolutions for further review and/or file retention: 2020-298 and 2020-299.

Real Estate Services has been provided with the following resolutions for further review and/or file retention: 2020-289, 2020-296, 2020-301, 2020-303, 2020-304 and 2020-314.

The Self-Determination Program has been provided with the following resolutions for further review and/or file retention: 2020-02, 2020-04, 2020-05, 2020-297, 2020-298, 2020-300, 2020-302, 2020-305, 2020-307, 2020-308, 2020-309, 2020-311, 2020-312, 2020-313, 2020-315, and 2020-316.

Sincerely,

Acting

Francine Fast Horse
Superintendent

cc: Range
Real Estate Services
Self-Determination

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(b) To perform all acts and to execute and deliver the P Card Agreement described above and such other contracts and instruments evidencing and/or otherwise related and/or pertaining to the Bank's extension of credit pursuant to the P Card Agreement which Bank deems necessary or convenient to accomplish the purposes of this resolution (the "**P Card Credit Documents**").

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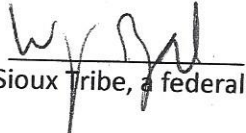
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IN TESTIMONY WHEREOF, I have hereunto set my hand on December 15, 2020.



Secretary of the Rosebud
Sioux Tribe, a federally recognized Indian Tribe



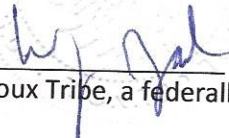
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IN TESTIMONY WHEREOF, I have hereunto set my hand on December 15, 2020.



Secretary of the Rosebud
Sioux Tribe, a federally recognized Indian Tribe



, President of the Rosebud
Sioux Tribe, a federally recognized Indian Tribe