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**SISSETON-WAHPETON SIOUX TRIBE
CHAPTER 71
1998 SPECIAL FINANCING ORDINANCE**

**Subchapter 1
General Provisions**

71-01-01 Title and Purpose

It being necessary to strengthen the government of the Sisseton-Wahpeton Sioux Tribe by exercising the specific grant of authority contained in Sections 1(g) and 1(h) of the Sisseton-Wahpeton Sioux Tribe Constitution to levy and collect taxes, to license and regulate certain conduct within the jurisdiction of the Tribe, to provide financing for the current expenses of the Tribal Government, expand Tribal Government operations and services, educate members of the Tribe, promote economic growth, support capital improvements and increase consumer services, in order for the Tribe to efficiently and effectively exercise its confirmed inherent sovereignty and governmental responsibilities and enhance the general well-being of members of the Tribe and others within the jurisdiction of the Tribe, the Tribe hereby adopts this Chapter 71, the Sisseton-Wahpeton Sioux Tribe 1998 Special Financing Ordinance.

71-02-01 Jurisdiction

In accordance with Article I of the Sisseton-Wahpeton Sioux Tribe Constitution, the Council hereby affirmatively declares, asserts, and extends the jurisdiction of the Tribe over all areas within the original exterior boundaries of the Lake Traverse Indian Reservation, as described in Article III of the Treaty of February 19, 1867, that are held by the United States in trust for the Tribe or any individual Indian, all other lands owned by the Tribe or any individual Indian, all allotments covered by 18 U.S.C. § 1151(c), and all dependent Indian Communities within the original boundaries of the Lake Traverse Indian Reservation as defined by 18 U.S.C. § 1151(b), as well as all dependent Indian Communities otherwise deemed to be Indian Country and subject to jurisdiction of the Sisseton-Wahpeton Sioux Tribe.

71-03-01 Severability

If any clause, sentence, paragraph, section, or part of this Special Financing Ordinance shall, for any reason be adjudicated by any Court of competent jurisdiction, to be invalid or unconstitutional, such judgment

shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which the judgment shall have been rendered.

71-04-01 Continuity of Law

It is hereby declared that the legislative intent of the Sisseton-Wahpeton Sioux Tribal Council is that enactment of the Sisseton-Wahpeton Sioux Tribe 1998 Special Financing Ordinance shall have prospective effect only.

71-05-01 Construction

This Special Financing Ordinance shall be interpreted and applied in a manner consistent with all other Codes, Laws, Ordinances, Resolutions, and Regulations of the Sisseton-Wahpeton Sioux Tribe.

71-06-01 Effect of Headings

Headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any portion of this Special Financing Ordinance.

71-07-01 Effective Date

The effective date of this 1998 Special Financing Ordinance shall be the date of adoption by the Council.

**Subchapter 2
Special Provisions**

71-08-01 Special Provisions

This Chapter 71 of the Sisseton-Wahpeton Sioux Tribe Codes of Law is adopted in connection with the execution by the Tribe and the Shakopee Mdewakanton Sioux Community (the "Lender") of a Note Purchase, Construction and Term Loan Agreement dated as of July 31, 1998, (the "Loan Agreement"), for the purpose of providing for the interpretation and enforcement of the Loan Agreement, the Note, Security Agreement and amended Depository Agreement referred to in the Loan Agreement and any other instruments and writings which have been or may be executed and delivered in connection with the transactions contemplated

by the Loan Agreement (collectively, the "Writings").

1. The Writings shall be governed by the internal law of the Tribe, except that the Depository Agreement shall be governed by the law of the State of North Dakota and the Lender's rights as a secured party to enforce its security interest in collateral located outside the boundaries of the Lake Traverse Reservation shall be governed by the laws of the jurisdictions where such collateral is located.
2. In the event of any conflict between the provisions of this Chapter 71 and any other internal law of the Tribe, this Chapter 71 shall govern. To the extent that it is consistent with this Chapter 71, the provisions of Chapter 69 (the "UCC") shall govern in the event of any conflict between the provisions of the UCC and any other internal law of the Tribe. The provisions of Chapter 71, the Tribe's Special Financing Ordinance, adopted in 1996 in connection with the Tribe's borrowings from BNC National Bank, shall continue in full force and effect until such borrowings have been repaid in full or refinanced.
3. This Chapter 71 shall be effective as of July 31, 1998, shall continue in effect until all of the Lender's and Tribe's obligations under the Loan Agreement have been discharged, and may not be rescinded or amended, except with prior written approval of the Bank.
4. For the purpose of collecting any indebtedness incurred by the Tribe under the Loan Agreement, whether or not evidenced by the Note, and enforcing its rights as a secured party under the Security Agreement and amended Depository Agreement, the Lender shall be entitled to all of the rights granted to it in the Writings as well as the rights granted to a secured party under the UCC.
5. The Tribe hereby grants to the Lender an irrevocable, perfected, first priority statutory lien on and security interest in all "Collateral", as that term is defined in the Security Agreement.
6. Primary jurisdiction of any controversy or claim arising out of or relating to any of the Writings, or any alleged breach of any Writing, shall be before a single arbitrator on Shakopee Mdewakanton Sioux (Dakota) Community lands or such other place as the parties may agree in writing, with the arbitration to be administered by the Minneapolis, Minnesota office of the American

Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having secondary jurisdiction under paragraph 7 of this Chapter 71; provided, however, that either the Tribe or the Lender may seek from a court with such secondary jurisdiction any provisional remedy that may be necessary, in such party's reasonable judgment, to protect any rights under any Writing, including any of the Lender's rights as a secured party, pending appointment of the arbitrator or the arbitrator's rendition of the award; and provided further, however, that if the parties are unable to agree on an arbitrator within 15 days following either party's demand for arbitration, either party may seek from a court with such secondary jurisdiction any relief to which such party believes it is entitled. In order to effectuate this paragraph 6, the Tribe hereby waives primary Tribal Court jurisdiction over any controversy or claim arising out of the Writings, or any alleged breach of any Writing.

7. The Tribe's duly constituted Tribal Court, and the Shakopee Mdewakanton Sioux (Dakota) Community Tribal Court shall have secondary jurisdiction of any controversy or claim arising out of or relating to any of the Writings, or any alleged breach of any Writing.
8. In exercise of secondary jurisdiction pursuant to paragraph 7, any such court may: (i) render judgment on any arbitration award and issue such orders as may be necessary and applicable to enforce any such judgment; (ii) hear any requests for provisional remedies as contemplated by paragraph 6 of this Tribal Ordinance, and issue any orders process that it finds necessary, in order to effectuate any such remedies; and (iii) assume jurisdiction of any controversy or claim if the parties are unable to agree on an arbitrator within 15 days. No court shall have jurisdiction to interfere in any way with any pending arbitration and all arbitration awards shall be non-appealable.
9. In the event the court of the Shakopee Mdewakanton Sioux (Dakota) Community find that it does not have subject matter jurisdiction over any such claim or controversy, that finding will not affect the jurisdiction granted to the Tribal Court of this Tribal Ordinance.

10. In the event that the Shakopee Mdewakanton Sioux (Dakota) Community Tribal Court issues a final judgment, the Tribe's duly constituted Tribal Court will give such judgment full faith and credit, and will issue such orders and legal powers as may be necessary in order to effectuate the same.
11. The Tribe's Tribal Police are hereby authorized and directed to carry out any orders that may be entered by the Tribal Court pursuant to paragraphs 6,8, or 10 of this Tribal Ordinance, including any judgment entered by the Tribal Court.
12. The Sisseton-Wahpeton Sioux Tribe hereby expressly waives its sovereign immunity from suit in action by the Lender, or its successors and assigns, to protect and enforce its rights granted pursuant to the Writings in the event of the Tribe's default under any of the Writings, which waiver shall be valid for Binding Arbitration and Judicial Enforcement pursuant to the Writings. This specific and limited waiver shall not be deemed to be a consent by the Sisseton-Wahpeton Sioux Tribe to suit, other than to the extent necessary to secure and exercise rights to that collateral specifically pledged in the Writings. All assets of the Tribe not specifically assigned, pledged, appropriated, designated, or encumbered by the Tribe pursuant to the Writings shall be specifically and expressly excluded from this limited waiver of sovereign immunity from suit. In the case of an inconsistency or conflict between the terms of this provision and any other provision of the Writings, the terms of this provision shall control and prevail.
13. The Lender shall not be subject to any of the Tribe's taxes, and the Tribe shall not impose any tax, the effect of which would be to reduce the amount of pledged revenues available to the Lender to secure payment of the Tribe's obligations under the Loan Agreement.
14. The Writings are hereby approved in all respects. The Tribe has no internal laws that would have the effect, if given force by any forum, of invalidating any provision of the Loan Agreement or any related Writing.



Sisseton - Wahpeton Sioux Tribe

LAKE TRAVERSE RESERVATION

OLD AGENCY BOX 509 • AGENCY VILLAGE, SOUTH DAKOTA 57262-0509
PHONE: (605) 698-3911

TRIBAL COUNCIL RESOLUTION NO. SWST-98-093

Adopt Chapter 71-1998 Special Financing Ordinance

WHEREAS, The Sisseton-Wahpeton Sioux Tribe is organized under a Constitution and By-Laws adopted by the members of the Tribe on August 1-2, 1966, and approved by the Commissioner of Indian Affairs on August 25, 1966; and,

WHEREAS, The Constitution and By-Laws ARTICLE VII, Section 1, that the Tribe shall be governed by the Tribal Council, and that the Tribal Council shall have the power to: (a) represent the Tribe in all negotiations with federal, state, and local governments; (c) to engage in any business that will further the economic development of the Tribe and its members and to use tribal funds or other resources for such purposes; (d) to make rules governing the relationship of the members of the Tribe, to Tribal property, and to one another as members of the Tribe; (g) to take actions by ordinance, resolution or otherwise which are reasonably necessary, through committees, boards, agents, or otherwise, to carry into effect the foregoing purposes; (h) to promote public health, education, charity and other services as may contribute to the social advancement of the members of the Sisseton-Wahpeton Sioux Tribe; and, (i) to adopt resolutions regulating the procedures of the Tribal Council, its officials and committees in the conduct of the Tribal Affairs; and,

WHEREAS, The Tribe Council determined that the Tribe would construct and operate a gaming establishment in North Dakota pursuant to the Indian Gaming Regulatory Act of 1988; and,

WHEREAS, On December 2, 1992, Tribal Council enacted Tribal Council Resolution Number SWST-92-140 authorizing the Tribal Chairman to sign the Tribal-State Compact for Class III gaming operation on Indian Trust land within the original boundaries of Lake Traverse Reservation established by Treaty of February 19, 1867 in the State of North Dakota which was signed by the Tribal Chairman and approved December 9, 1992; and

WHEREAS, On June 21, 1996, Tribal Council enacted Tribal Council Resolution Number 96-086 which, along with Chapter 69 of the Sisseton-Wahpeton Sioux Tribe Code of Laws, shall provide exclusive rules governing the interpretation and enforcement of loan documents regarding the BNC Loan with the Sisseton-Wahpeton Sioux Tribe; and

WHEREAS, Chapter 71, of the Sisseton-Wahpeton Sioux Tribe Code of Laws requires adoption in connection with the execution by the Tribe and the Shakopee Mdewakanton Sioux Community of a Note Purchase, Construction and Term Loan Agreement; and,

WHEREAS, Chapter 71 provides for the interpretation and enforcement of the Loan Agreement, the Note, Security Agreement and amended Depository Agreement referred to in the Loan Agreement and any other instruments and writings in connection the transactions contemplated the the Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED, That the Tribal Council of the Sisseton-Wahpeton Sioux Tribe hereby adopt Chapter 71 which, along with Chapter 69 of the Sisseton-Wahpeton Sioux Tribe Code of Laws, shall provide the exclusive rules governing the interpretation and enforcement of the loan documents to be entered in with the Shakopee Mdewakanton Sioux Community.

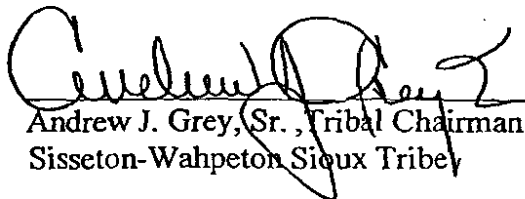
FINALLY, BE IT RESOLVED, That the Tribal Council of the Sisseton-Wahpeton Sioux Tribe hereby authorizes Legal Counsel Bertram Hirsch to represent the Sisseton-Wahpeton Sioux Tribe.


CERTIFICATION

We, the undersigned duly elected Chairman and Secretary of the Sisseton-Wahpeton Sioux Tribal Council, do hereby certify that the above resolution was duly adopted by the Sisseton-Wahpeton Sioux Tribal Council, which is composed of 10 members, (representing a total of 15 Tribal Council weighted votes) of whom 10 constituting a quorum, were present at a Tribal Council meeting, duly noticed, called, convened and held at the TiWakan Tio Tipi, Agency Village, South Dakota, July 23, 1998 by a vote of 9 for, 1 opposed, 3 abstained, 2 absent from vote, 3 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 23rd of July, 1998.

ATTEST:


Andrew J. Grey, Sr., Tribal Chairman
Sisseton-Wahpeton Sioux Tribe


Darrell Quinn, Sr., Tribal Secretary
Sisseton-Wahpeton Sioux Tribe

Attachment: Chapter 71, Tribal Code of Law, 1998 Special Financing Ordinance.

cc: Judicial
Tribal Court
BlueDog, Olson & Small

