

**ROSEBUDE SIOUX TRIBE**  
**Resolution No. 2019-59**

**WHEREAS,** the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all pertinent amendments thereof; and

**WHEREAS,** the Rosebud Sioux Tribe is governed by a Tribal Council made up of elected representatives who act in accordance with the powers granted to it by its Constitution and By-Laws; and

**BE IT RESOLVED:** that the ROSEBUD SIOUX TRIBE, a federally recognized Indian Tribe, as borrower (the "Tribe" or "Borrower"), proposes to obtain, or has obtained a term loan from Bank in the principal amount of Eighty-Seven Thousand Two Hundred Ninety-Seven and 00/100 United States Dollars (US\$87,297.00) (the "**Loan**") for the purchase of two (2) Ram trucks pursuant to the terms and conditions of that certain (i) Term Loan Agreement dated March, 2019 (the "**Loan Agreement**"); (ii) Promissory; (iii) Security Agreement, and (iv) such other documents, contracts, instruments and agreements executed in connection with the Loan Agreement, each of even date with the Loan Agreement, executed by the Tribe in favor of the Bank (collectively the "**Loan Documents**").

**BE IT FURTHER RESOLVED,** that the President/Chairman of the Borrower is hereby authorized and empowered to act for and on behalf of and in the name of the Borrower and as its act and deed:

- (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 contract for the issuance by Bank of letters of credit, to discount with Bank notes, acceptances and evidences of indebtedness payable to or due the Borrower, to endorse the same and execute such contracts and instruments for repayment thereof to Bank as Bank shall require, and to enter into any swap, derivative, foreign exchange, hedge or other similar transaction or arrangement with or through Bank.
- (c) To mortgage, encumber, pledge, convey, grant, assign or otherwise transfer all or any part of the Borrower's real or personal property for the purpose of securing the payment of any of the promissory notes, contracts, instruments and other evidences of indebtedness authorized hereby, and to execute and deliver to Bank such deeds of trust, mortgages, pledge agreements, security agreements and/or other related documents as Bank shall require.

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- (b) To contract for the issuance by Bank of letters of credit, to discount with Bank notes, acceptances and evidences of indebtedness payable to or due the Borrower, to endorse the same and execute such contracts and instruments for repayment thereof to Bank as Bank shall require, and to enter into any swap, derivative, foreign exchange, hedge or other similar transaction or arrangement with or through Bank.
- (c) To mortgage, encumber, pledge, convey, grant, assign or otherwise transfer all or any part of the Borrower's real or personal property for the purpose of securing the payment of any of the promissory notes, contracts, instruments and other evidences of indebtedness authorized hereby, and to execute and deliver to Bank such deeds of trust, mortgages, pledge agreements, security agreements and/or other related documents as Bank shall require.



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- (d) To perform all acts and to execute and deliver all of the Loan Documents described above and all other, contracts and instruments which Bank deems necessary or convenient to accomplish the purposes of this certificate and/or to perfect or continue the rights, remedies and security interests to be given to Bank pursuant hereto, including without limitation, any modifications, renewals and/or extensions of any of the Borrower's obligations to Bank, however evidenced.


**BE IT FURTHER RESOLVED**, that the form, terms and provisions of the Loan Agreement and transactions contemplated in the Loan Documents and all actions necessary for the consummation of the same (including the 'Limited Waiver of Sovereign Immunity,' 'Arbitration' and 'Courts Sections of the Loan Agreement are authorized and approved in all respects. Furthermore, the Tribe waives any other defenses that might be available to the Tribe for the limited purpose of enforcement of the Loan Documents and any other applicable document 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" Section of the Loan Agreement and such Section of the Loan Agreement shall be effective in any action brought against the Tribe by Bank and/or Bank's successors or assigns arising from or in connection with the Loan and the transactions contemplated by this resolution and the Loan 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.

**CERTIFICATION**

This is to certify that the above Resolution No. 2019-59 was duly passed by the Rosebud Sioux Tribal Council in session on March 28, 2019, by a vote of Nine (9) in favor, four (4) opposed and zero (0) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

**ATTEST:**



Linda L. Marshall, Secretary  
Rosebud Sioux Tribe



Rodney M. Bordeaux, President  
Rosebud Sioux Tribe

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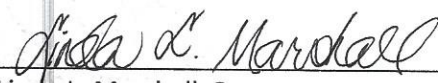
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Linda L. Marshall, Secretary  
Rosebud Sioux Tribe

  
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Rodney M. Bordeaux, President  
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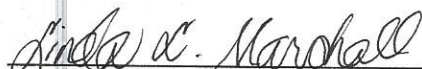
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Rosebud Sioux Tribe



Rodney M. Bordeaux, President  
Rosebud Sioux 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  
(605) 856-2334

APR 15 2019

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

Attention: Linda Marshall, RST Secretary

Dear President Bordeaux:

The following resolutions, received in this office on 4/15/19 have been reviewed and re-routed to the appropriate branches.

**Resolution No. 2019-56**

**Resolution No. 2019-59**

**Resolution No. 2019-63**

Sincerely,

Lee A. Beardt  
Superintendent

Enclosure