

RESOLUTION OF THE GOVERNING BODY OF
THE THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD RESERVATION

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, There continues to exist the grave problem of the high rate of unemployment among the enrolled members of the Three Affiliated Tribes resident on the Fort Berthold Reservation; and

WHEREAS, In an effort to assist in the development of new business ventures and in the enhancement of existing business ventures engaged in by Tribal members, the Tribal Business Council anticipates making capital contributions to such prospective and existing ventures by means of the formation of limited partnerships; and

WHEREAS, Individuals and other entities, who possess capital which they might desire to invest in such business ventures, should have the opportunity to do so, which endeavors would also serve to enhance the economic welfare of the Reservation community; and

WHEREAS, In an effort to promote such business endeavors, the Tribal Business Council has deemed it necessary to add to the Code of Laws of the Three Affiliated Tribes statutory provisions relating to the formation, maintenance, and dissolution of limited partnerships.

NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes, pursuant to its constitutional power and authority, hereby approves adoption of the attached provisions entitled "Limited Partnerships," which provisions shall be designated as Subchapter 3 of Chapter 17 of the Code of Laws of the Three Affiliated Tribes of the Fort Berthold Reservation.

BE IT FUTHER RESOLVED, That said attached provisions shall take effect immediately.

SUBCHAPTER 3

LIMITED PARTNERSHIPS

Section 1. Limited partnership defined.

A limited partnership is a partnership formed by two or more persons pursuant to the provisions set forth in Section 2 herein, having as members one or more general partners and one or more limited partners. The limited partners as such shall not be bound by the obligations of the partnership.

Section 2. Formation of limited partnership.

Two or more persons desiring to form a limited partnership shall:

A. sign and swear to a certificate which shall set forth:

1. The name of the partnership.
2. The character of the business to be conducted by the partnership.
3. The location of the principal place of business.
4. The name and place of residence of each partner, with general and limited partners being respectively designated as such.
5. The term during which the partnership is to exist.
6. The amount of cash and/or a description and the agreed value of other property contributed by each limited partner.
7. The additional contributions, if any, agreed to be made by each limited partner and the times at which or events on the happening of which these shall be made.
8. The time, if agreed upon, when the contribution of each limited partner is to be returned.
9. The share of the profits or the other compensation by way of income which each limited partner shall receive by reason of his contribution.
10. The right, if given, of a limited partner to substitute an assignee as contributor in his place and the terms and conditions of the substitution.
11. The right, if given, of the partners to admit additional limited partners.
12. The right, if given, of one or more of the limited partners to priority over other limited partners, as to contributions or as to compensation by way of income, and the nature of such priority.
13. The right, if given, of the remaining general partner or partners

to continue the business upon the death, retirement, or mental incompetency of a general partner.

14. The right, if given, of a limited partner to demand and receive property other than cash in return for his contribution.

B. File the certificate with the Three Affiliated Tribes Legal Department, located in the Tribal Administration Building, New Town, North Dakota.

A limited partnership is formed if there has been substantial compliance in good faith with the requirements of this Section.

Section 3. Business which may be carried on.

A limited partnership may carry on any business which a partnership without limited partners may carry on, except banking or insurance.

Section 4. Character of limited partner's contribution.

The contributions of a limited partner may be cash or other property, but not services.

Section 5. A name not to contain surname of limited partner--exceptions.

A. The surname of a limited partner shall not appear in the partnership name, unless:

1. it is also the surname of a general partner; or
2. prior to the time when the limited partner became such, the business had been carried on under a name in which his surname appeared.

B. A limited partner whose name appears in a partnership name is, contrary to the provisions set forth in Section 1 herein, liable as a general partner to partnership creditors who extend credit to the partnership without actual knowledge that he is not a general partner.

Section 6. Liability for false statements in certificate.

If the certificate contains a false statement, one who suffers loss by reliance on such statement may hold liable any party to the certificate who knew the statement to be false:

A. at the time he signed the certificate; or

B. subsequently, but within a sufficient amount of time before the statement was relied upon to enable him to cancel or amend the certificate or to file a petition for its cancellation or amendment pursuant to Subsection C of Section 25 herein.

Section 7. Limited partner not liable to creditors.

A limited partner shall not become liable as a general partner unless, in addition to the exercise of his rights and powers as a limited partner, he takes part in the control of the business.

Section 8. Admission of additional limited partners.

After the formation of a limited partnership, additional limited partners may be admitted upon filing an amendment to the original certificate pursuant to Section 25 herein.

Section 9. Rights, powers, and liabilities of general partner.

A general partner shall have all the rights and powers and be subject to all the restrictions and liabilities of a partner in a partnership without limited partners, except that, without the written consent to or ratification of the specific act by all the limited partners, a general partner or all of the general partners have no authority to:

A. Perform any act in contravention of the certificate.

B. Perform any act which would make it impossible to carry on the ordinary business of the partnership.

C. Confess a judgment against the partnership.

D. Possess partnership property, or assign their rights in specific partnership property, for other than a partnership purpose.

E. Admit a person as an additional general partner.

F. Admit a person as an additional limited partner, unless the right to do so is granted in the certificate.

G. Continue the business with partnership property upon the death, retirement, or mental incompetency of a general partner, unless the right to do so is granted in the certificate.

Section 10. Rights of limited partner.

A. A limited partner shall have the same rights as a general partner to:

1. Have the partnership books maintained at the principal place of business of the partnership, and, at all times, to inspect and copy any of them.
2. Secure, on demand, true and full information of all things affecting the partnership, and a formal account of partnership affairs whenever circumstances render it just and reasonable.
3. Achieve dissolution or winding up of the limited partnership by decree of court.

B. A limited partner shall have the right to receive a share of the profits or other compensation by way of income, and to the return of his contribution pursuant to Sections 15 and 16 herein.

Section 11. Status of person erroneously believing himself to be limited partner.

A person who has contributed to the capital of a business conducted by a person or partnership, erroneously believing that he has become a limited partner in a limited partnership, is not, by reason of his exercise of the rights of a limited partner, a general partner with the person or in the partnership carrying on the business, or bound by the obligations of such person or partnership; provided, that, upon ascertainment of the mistake, he promptly renounces his interest in the profits of the business or other compensation by way of income.

Section 12. One person both a general and a limited partner.

A. A person may be a general partner and a limited partner in the same partnership at the same time.

B. A person who is both a general and a limited partner at the same time shall have all the rights and powers and be subject to all the restrictions of a general partner, except that, with respect to his contribution, he shall have the rights as against the other partners which he would have had if he were not also a general partner.

Section 13. Loans and other business transactions with limited partner.

A. A limited partner may also loan money to and transact other business with the partnership, and, unless he is also a general partner, receive, on account

of resulting claims against the partnership, a pro rata share of the assets with general creditors. No limited partner shall with respect to any such claim:

1. receive or hold as collateral security any partnership property; or
2. receive from a general partner or the partnership any payment, conveyance, or release from liability, if, at the time, the assets of the partnership are not sufficient to discharge partnership liabilities to persons not claiming as general or limited partners.

B. The receiving of collateral security, or a payment, conveyance, or release in violation of the provisions of Subsection A herein shall constitute fraud upon the creditors of the partnership.

Section 14. Relationship of limited partners inter se.

Where there are several limited partners within the partnership, the partners may agree that one or more of the limited partners shall have a priority over other limited partners as to the return of their contributions, as to their compensation by way of income, or as to any other matter. If such an agreement is made, it shall be so stated in the certificate, and, in the absence of such statement, all limited partners shall stand on equal footing.

Section 15. Compensation to limited partner.

A limited partner may receive from the partnership the share of the profits or the compensation by way of income provided for in the certificate; provided, that, after such payment is made, whether from the property of the partnership or from that of a general partner, the partnership assets are in excess of all liabilities of the partnership, except liabilities to limited partners on account of their contributions and those to general partners.

Section 16. Withdrawal or reduction of a limited partner's contributions.

A. A limited partner shall not receive from a general partner or out of partnership property any part of his contribution until:

1. all liabilities of the partnership, except liabilities to limited partners on account of their contributions and those to general partners, have been paid or there remains property of the partnership sufficient to pay them; and

2. the consent of all partners is secured, unless the return of the contribution may be rightfully demanded pursuant to Subsection B herein; and
3. the certificate is cancelled or so amended as to set forth the withdrawal or reduction.

B. Subject to the provisions of Subsection A herein, a limited partner may rightfully demand the return of his contribution:

1. on dissolution of the partnership;
2. when the date specified in the certificate for its return has arrived; or
3. after he has given six (6) months' notice in writing to all other partners, if no date or time is specified in the certificate either for the return of the contribution or for the dissolution of the partnership.

C. In the absence of any statement in the certificate to the contrary or of the consent of all partners, a limited partner, irrespective of the nature of his contribution, has the right to demand and receive only cash in return for his contribution.

D. A limited partner may have the partnership dissolved and its affairs wound up when:

1. he rightfully, but unsuccessfully, demands the return of his contribution; or
2. the other liabilities of the partnership have not been paid or the partnership property is insufficient for their payment as required by Subdivision 1 of Subsection A herein, and the limited partner would otherwise be entitled to the return of his contribution.

Section 17. Liability of limited partner to partnership.

A. A limited partner is liable to the partnership for:

1. the difference between the amount of his contribution as actually made and the amount as stated in the certificate as having been made; and
2. any unpaid contribution which he agreed in the certificate to make in the future at the time and on the conditions stated in the certificate.

B. A limited partner holds as trustee for the partnership:

1. specific property stated in the certificate as contributed by him, but which was not contributed or which has been wrongfully returned; and
2. cash or other property wrongfully paid or conveyed to him on account of his contribution.

C. The liabilities of a limited partner as set forth in this Section can be waived or compromised only with the consent of all partners; but a waiver or compromise shall not affect the right of a creditor of a partnership, who extended credit or whose claim arose after the filing and before a cancellation or amendment of the certificate, to enforce such liabilities.

D. When a contributor has rightfully received the return, in whole or in part, of the capital of his contribution, he is nevertheless liable to the partnership for any sum, not in excess of such return with interest, necessary to discharge its liabilities to all creditors, who extended credit or whose claims arose before such return.

Section 18. Nature of limited partner's interest in partnership.

A limited partner's interest in the partnership is personal property.

Section 19. Assignment of limited partner's interest.

A. A limited partner's interest is assignable.

B. A substituted limited partner is a person admitted to all the rights of a limited partner who has died or has assigned his interest in a partnership.

C. An assignee, who does not become a substituted limited partner, has no right to require any information or account of the partnership transactions or to inspect the partnership books; he is only entitled to receive the share of the profits or other compensation by way of income, or the return of his contribution, to which his assignor would otherwise be entitled.

D. An assignee shall have the right to become a substituted limited partner if all partners, except the assignor, consent thereto or if the assignor, being thereunto empowered by the certificate, grants such right to the assignee.

E. An assignee becomes a substituted limited partner when the certificate is appropriately amended pursuant to Section 25 herein.

F. The substituted limited partner has all the rights and powers, and is

subject to all the restrictions and liabilities of his assignor, except those liabilities of which he was ignorant at the time he became a limited partner and which could not have been ascertained from the certificate.

G. The substitution of the assignee as a limited partner does not release the assignor from liability to the partnership under Sections 6 and 17 herein.

Section 20. Effect of retirement, death, or mental incompetency of general partner.

The retirement, death, or mental incompetency of a general partner dissolves the partnership, unless the business is continued by the remaining general partners:

- A. pursuant to the right to do so as stated in the certificate; or
- B. with the consent of all partners.

Section 21. Death of a limited partner.

A. Upon the death of a limited partner, his executor or administrator shall have all the rights of the limited partner for the purpose of settling his estate, and such power as the deceased had to constitute his assignee as a substituted limited partner.

B. The estate of a deceased limited partner shall be liable for all his liabilities as a limited partner.

Section 22. Rights of creditors of limited partner.

A. Upon due application to the Fort Berthold Tribal Court or other appropriate court of competent jurisdiction by any creditor of a limited partner, the court may charge the interest of the indebted limited partner with payment of the unsatisfied amount of such claim, may appoint a receiver, and may make all other orders, directions, and inquiries which the circumstances of the case may require.

B. The interest may be redeemed with the separate property of any general partner, but may not be redeemed with partnership property.

C. The remedies conferred by Subsection A herein shall not be deemed exclusive of others which may exist.

D. Nothing in this Section shall be held to deprive a limited partner of his statutory exemption under Section 7 herein.

Section 23. Distribution of assets.

A. In settling accounts after dissolution, the liabilities of the partnership

shall be entitled to payment in the following order:

1. Those to creditors, in the order of priority as provided by law, except those to limited partners on account of their contributions and those to general partners.
2. Those to limited partners with respect to their share of the profits and other compensation by way of income on their contributions.
3. Those to limited partners with respect to the capital of their contributions.
4. Those to general partners other than for capital and profits.
5. Those to general partners with respect to profits.
6. Those to general partners with respect to capital.

B. Subject to any statement in the certificate or to subsequent agreement, limited partners share in the partnership assets with respect to their claims for capital and with respect to their claims for profits or for compensation by way of income on their contributions respectively, in proportion to the respective amounts of such claims.

Section 24. When certificate shall be cancelled or amended.

A. The certificate shall be cancelled when the partnership is dissolved or when all limited partners cease to be such.

B. The certificate shall be amended when any of the following events occur:

1. There is a change in the name of the partnership or in the amount or nature of the contribution of any limited partner.
2. A person is substituted as a limited partner.
3. An additional limited partner is admitted.
4. A person is admitted as a general partner.
5. A general partner retires, dies, or becomes mentally incompetent and the business is continued pursuant to Section 20 herein.
6. There is a change in the character of the business of the partnership.
7. There is a false or erroneous statement in the certificate.
8. There is a change in the time or date as stated in the certificate for the dissolution of the partnership or for the return of a contribution.
9. A time or date is fixed for the dissolution of the partnership or

for the return of a contribution, with no time or date having been specified in the certificate.

10. The partners desire to make a change in any other statement set forth in the certificate in order that the certificate accurately represents the agreement between them.

Section 25. Requirements for amendment and for cancellation of certificate.

- A. The document amending the certificate shall:
 1. conform to the requirements set forth in Subsection A of Section 2 herein to the extent necessary to set forth clearly the change in the certificate which is desired; and
 2. be signed and sworn to by all partners, and an amendment substituting a limited partner or adding a limited or general partner shall be signed also by the partner to be substituted or added, and when a limited partner is to be substituted, the amendment shall be signed also by the assigning limited partner.
- B. The document cancelling the certificate shall be signed by all partners.
- C. If any person designated in Subsections A or B herein as a person required to execute such a document refuses to do so, a person desiring the cancellation or amendment of the certificate may petition the Fort Berthold Tribal Court or other appropriate court of competent jurisdiction to direct such cancellation or amendment.
- D. If such court finds that the petitioner has a right to have the document executed by a person who refuses to do so, it shall order the Three Affiliated Tribes Legal Department to file the cancellation or amendment of the certificate; and where the certificate is to be amended, the court shall also cause to be filed with said Department a certified copy of its order setting forth the amendment.
- E. A certificate is amended or cancelled when there is filed with the Three Affiliated Tribes Legal Department:
 1. a document prepared in accordance with the requirements set forth in Subsections A or B herein; or
 2. a certified copy of the court order prepared in accordance with the requirements set forth in Subsection D herein.
- F. After the certificate is duly amended in accordance with the appropriate requirements set forth in this Section, the amended certificate shall thereafter be

for all purposes the certificate provided for in this Subchapter.

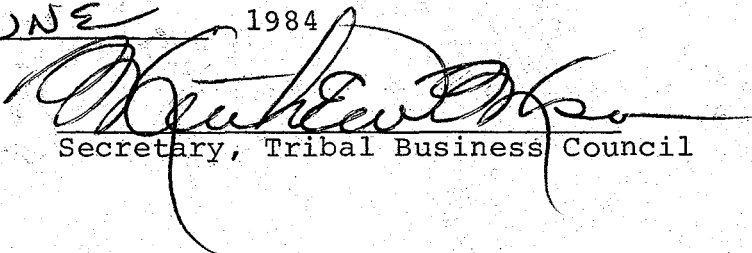
Section 26. Parties to actions.

A contributor, unless he is a general partner, is not a proper party to proceedings by or against a partnership, except in those instances wherein the object of the proceeding is to enforce a limited partner's right against or liability to the partnership.

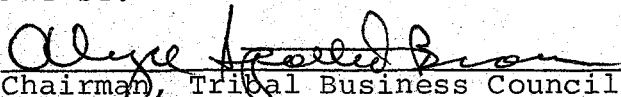
CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 11 members of whom 7 constitutes a quorum, 10 were present at a REGULAR Meeting thereof duly called, noticed, convened, and held on the 19 day of JUNE, 1984; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 7 members, — members opposed, 3 members abstained, — members not voting, and that said resolution has not been rescinded or amended in any way.

Dated this 19 day of JUNE 1984


Secretary, Tribal Business Council

ATTEST:


Chairman, Tribal Business Council