

TITLE 30
FLANDREAU SANTEE SIOUX TRIBAL
FACILITIES AUTHORITY

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30-00-1. Authority created--Composition--Initial terms.

The Flandreau Santee Sioux Tribe (the “Tribe”) hereby establishes and creates the Flandreau Santee Sioux Tribal Facilities Authority, a body corporate and politic (the “Authority”). The Authority is organized and shall be operated exclusively for public purposes on behalf of and for the benefit of the Tribe. The Authority shall have eight members, whose members shall be the members of the Flandreau Santee Sioux Tribal Council (the “Council”). Authority members shall serve terms equivalent to those of the Council members. The President of the Council shall serve as Chairman of the Authority (“Chairman”), and the Treasurer and Secretary of the Council shall occupy the equivalent positions at the Authority.

30-00-2. Authority -- Records and reports.

The Authority shall retain all its own prescribed functions, including administrative functions. The Authority shall submit such records, information, and reports in the form and at such times as required by the Chairman with the advice of counsel or accountants but shall report at least annually.

30-00-3. Terms of members-- Quorum.

All members of the Authority shall serve for a term equal to such member’s term on the Council. Each member shall continue to hold office until his or her successor is appointed and qualified. A member’s term shall cease upon such member ceasing to serve as a member of the Council. Four members of the Authority shall constitute a quorum.

30-00-4. Member compensation--Reimbursement of expenses.

Members of the Authority shall receive such compensation for services rendered as the Authority may allow. Members shall be reimbursed for necessary expenses incurred in connection with duties and powers prescribed by this Ordinance.

30-00-5. Employment of personnel.

The Authority shall possess the power to employ agents and employees necessary to carry out the duties and purposes of the Authority.

30-00-6. Common seal of Authority.

The Authority shall have the power to have and use a common seal and alter the same at pleasure.

30-00-7. Purposes of Authority.

The purposes of this Authority are:

(1) To own, operate, lease, maintain, manage, acquire, construct, improve, equip and/or furnish Tribal facilities of any kind located within or outside of the geographical boundaries of the Tribe (each, including the site thereon and the personal property therein, a “Project”), including, but not limited to, hospital, clinic, housing, penal, administrative, judicial, classroom, dining halls, fieldhouses, parking facilities, union buildings, library, recreational, laboratory, office, and other facilities for use by the Tribe and/or its agencies or instrumentalities and/or agencies or instrumentalities of the United States for the benefit of the Tribe;

(2) To make reports concerning such Projects; and

(3) Such other governmental purposes as the Authority or the Tribe may from time to time determine.

30-00-8. Studies and investigations of realty needs.

The Authority may make studies and investigations of real property located within or outside of the geographical boundaries of the Tribe, which studies may be thorough and continuous.

30-00-9. Powers.

In addition to any other powers granted to the Authority pursuant to this Ordinance, with respect to Projects of the kind listed in Section 30-00-7(1), the Authority may:

(1) Make and execute contracts and all other instruments necessary or convenient for the performance of its duties and the exercise of its powers and functions under this Ordinance;

(2) Acquire by any means and own real and personal properties, as set forth in Section 30-00-11.

(3) Employ fiscal consultants, engineers, attorneys, and such other consultants and employees as may be required and contract with other Tribal, Federal or state entities to provide staff and support services;

(3) Procure insurance against any loss in connection with any Project and other assets, including loans and loan notes in such amounts and from such insurers as it may deem advisable;

(4) Procure insurance, letters of credit, guarantees, or other credit enhancement arrangements from any public or private entities, including any department, agency, or instrumentality of the Tribe, another Tribe, a state and/or the United States, for payment of all or any portion of any indebtedness issued or incurred by the Authority, including the power to pay premiums, fees or other charges on any such insurance, letters of credit, guarantees, or credit arrangements;

(5) Receive and accept from any source aid or contributions of moneys, property, labor, or other things of value to be held, used, and applied to carry out the purposes of this

Ordinance subject to the conditions upon which the grants or contributions are made, including, but not limited to, gifts or grants from any department, agency, or instrumentality of the United States for any purpose consistent with the provisions of this Ordinance;

(6) Subject to Section 30-00-21, (a) borrow money or otherwise incur indebtedness, (b) issue bonds notes, certificates or other forms of indebtedness and (c) enter into agreements with any department, agency, or instrumentality of the United States or the Tribe and/or with lenders or others and enter into loan agreements, sales contracts and leases, or other financing arrangements with contracting parties for the purpose of financing any Project;

(7) Enter into contracts or agreements with lenders for the servicing and processing of loans or with any person or entity providing credit enhancement for any indebtedness of the Authority;

(8) Cooperate with and exchange services, personnel and information with any tribal, federal, state, or other governmental agency;

(9) Foreclose any mortgages, deeds of trust, notes, debentures, bonds, and other security interests held by it, either by action or by exercise of a power of sale, and to sell the equity of redemption in said security interests in accordance with the terms of said instruments and applicable law, and to take all other actions necessary to enforce any obligation held by it;

(10) Purchase the equity of redemption in any such mortgage, deed of trust, debenture, bond, or other security interest;

(11) Pledge, assign, or grant security interests in any or all of its real or personal property, including, but without limitation to, notes or other instruments, contract rights or other any receipts from insurance on or guarantees of any of its notes or other instruments, as security for the payment of the principal of, premium, if any, and interest on any indebtedness issued or incurred by the Authority, or as security for any credit enhancement or other agreements made in connection therewith, whether then owned or thereafter acquired, and to pledge the revenues from which said indebtedness is payable and any other available revenues or assets as security for the payment of the principal of, premium, if any, and interest on said debt and any agreements made in connection thereof; provided, however, that the Authority may not grant a mortgage, deed of trust or other instrument of sale on any real property without the prior authorization of the Council;

(12) Enter into agreements for management of any of Project upon such terms and conditions as may be mutually agreeable;

(13) Sell, exchange, donate, convey and/or otherwise transfer any or all of its properties whenever the Authority shall find such action to be in furtherance of the purposes for which the Authority was organized; provided, however, that no such transfer shall occur without the prior authorization of the Council;

(14) Do any act and execute any instrument which in the Authority's judgment is necessary or convenient to the exercise of the powers granted by this Ordinance or reasonably implied from it; and

(15) Promulgate rules pursuant to the Tribe's laws to implement the provisions of this Ordinance.

30-00-10. Transfer of property to Authority.

The Tribe or any department, board, commission, agency, or officer of the Tribe may transfer jurisdiction of or title to any real or personal property under its or his control to the Authority when such transfer is advantageous to the Tribe. Such transfers may occur before or after the acquisition, construction and/or improvement of any Project.

30-00-11. Power of Authority to acquire property--Methods of acquisition.

The Authority may acquire by purchase, condemnation (including the power of condemnation in accordance with law), gift or any other means any Project, including any real property, whether improved or unimproved, and any personal property as the Authority declares to be in the public interest of the Tribe. It may also acquire real estate of the Tribe whether held in fee or in trust for the Tribe, including any Tribal agency property controlled by any officer, department, board, commission, or other agency of the Tribe, the jurisdiction of which is transferred by such officer, department, board, commission, or other agency, to the Authority.

30-00-12. Standards and specifications to accommodate persons with disabilities.

The standards and specifications for construction or improvement of any Project shall be set forth and approved by the Authority or the appropriate Tribal agency or body delegated by the Authority prior to such construction or improvement. Where required by Tribal or Federal law, such standards and specifications shall be incorporated into the plans.

30-00-13. Plans and specifications for projects to be undertaken.

The Authority shall prepare plans and specifications for, and have supervision over, any Project undertaken by the Authority.

30-00-14. Lease of Projects to Tribe authorized--Commencement of payments under lease.

The Authority may lease any Project to the Tribe, any officer, department, board, commission, or other agency of the Tribe, or any other third party approved by the Authority. Such lease may be entered into contemporaneously with any financing for such Project, and payments under the terms of the lease shall begin at any time after execution of any such lease.

30-00-15. Terms, conditions, and rental under leases.

Project leases may be entered into with such terms, conditions, and rentals, as in the judgment of the Authority are in the interest of the Tribe.

30-00-16. Lessee's option to purchase--Conveyance on exercise of option.

The lease may provide for the purchase of the Project by the lessee other than the Tribe or an affiliate of the Tribe, subject to the requirements of Section 30-00-9(13).

30-00-17. Taxes and insurance added to rental properties--Authorization to self-insure.

A Project lease may provide that the lessee shall pay, either as expenses to be paid or provided by lessee or as additional rent for the leased premises, all taxes levied against the Project and any special assessments, if any, and the cost of insuring the Project against loss or damage in such sum as may be agreed by the parties thereto. Any lessee may self-insure the Project only with the prior consent of the Authority.

30-00-18. Power to terminate lease.

In the event of nonpayment by any lessee of rent, taxes, assessments, insurance or other expenses as authorized hereunder, the Authority may terminate the related lease and the lessee's interest in the Project and may maintain and operate such Project or execute a new lease thereof.

30-00-19. Costs and reserves to be covered by rent and charges.

The charges, fees, or rentals established by the Authority for the use of any Project shall be sufficient at all times to pay maintenance and operation costs for such Project (unless under such lease maintenance and operation costs are otherwise provided for), principal of and interest on any indebtedness relating to such Project and a proportion of the administrative expenses of the Authority as provided for by each lease, and such reserves as may be necessary for such indebtedness.

30-00-20. Taxation of property owned or leased by Authority.

All real and personal property owned or leased by the Authority, including each Project, shall be subject to taxation by the Tribe.

30-00-21. Issuance or incurrence of indebtedness authorized--Purpose--Approval required.

The Authority may provide by resolution for the issuance or incurrence of indebtedness, including bonds, notes, certificates, loans and other forms of indebtedness for the purpose of paying all or any part of the cost of any Project; provided, however, that the Authority shall undertake no Project and shall not issue or incur any indebtedness related to such Project until the Authority declares the Project to be in the best interest of the Tribe and the Council approves of such Project and indebtedness.

30-00-22. Purposes for which indebtedness permitted--Refunding and refinancing--Pledge of income.

To finance or refinance the costs of any Project, the Authority may issue or incur indebtedness in such amount or amounts as the Authority may determine; the Authority may refund and refinance its outstanding indebtedness from time to time as often as advantageous and in the Tribe's best interest to do so; and the Authority may pledge any and all income of the Authority, and any revenues derived by the Authority from one or more Projects, including tax receipts or any combination thereof, to secure the payment of such indebtedness and all interest and premium thereon.

30-00-23. Maturities, interest rates and other terms and provisions of indebtedness.

All indebtedness of the Authority may mature on the dates and in such years, may be in the principal amounts, may bear interest at the rates, may be sold at the prices and may have such other terms, provisions and security as the Authority may approve.

30-00-24. Revenues and income from which indebtedness payable--Disposition of revenues.

Indebtedness of the Authority shall be payable solely from funds and/or assets legally available to the Authority, and under no circumstances shall any funds or assets of the Tribe (except as described in clause (1) below) be used or pledged by the Authority for payment of Authority indebtedness, unless specifically and expressly authorized by a resolution of the Council. Funds legally available to the Authority for payment of debt issued by the Authority shall include, without limitation, the following:

- (1) Revenues of the Authority, including Project revenues, leases of such Projects, tax and assessment receipts and all other available revenues of the Authority;
- (2) Funds derived by the Authority from any department, agency or instrumentality of the United States for any purpose consistent with the provisions of this Ordinance; and/or
- (3) Funds to be derived by the Authority from (a) the foreclosure of any mortgages, deeds of trust, notes, debentures, bonds, and other security interests held by it, or pledged and assigned by it in connection with indebtedness relating to a Project, either by action or by exercise of a power of sale, (b) the sale of the equity of redemption in said security interests in accordance with the terms of said instruments and applicable law or (c) other actions to enforce any obligation held by it.

30-00-25. Execution and registration of debt instruments --Validity of signature by officers.

All indebtedness shall be executed in the name of the Authority as set forth in Section 30-00-31. Any certificate of indebtedness bearing the signature of officers in office at the date of signing

thereof shall be valid and binding for all purposes, notwithstanding that before delivery thereof any or all such persons whose signature appears thereon shall have ceased to be such officers.

30-00-26. Indebtedness not general obligation of the Tribe.

The Authority is not authorized to issue or incur any indebtedness which is a general obligation of the Tribe backed by its full faith and credit.

30-00-27. Contract with debtholders--Debtholders' remedies.

The provisions of this Ordinance and of any proceeding, resolution, indenture, contract or other agreement authorizing indebtedness of the Authority shall constitute a contract with the holders of such indebtedness. The provisions of any indebtedness may specify the terms under which the provisions thereof shall be enforceable, which may be either in law or in equity, by suit, action, mandamus, or other proceeding in any court of competent jurisdiction to enforce and compel the performance of any duties required by this Ordinance or any proceeding, resolution, indenture, contract or other agreement authorizing such indebtedness, including the establishment of sufficient charges, fees, or rentals and the application of the income from a project under this Ordinance. Absent such provisions, the enforcement of any indebtedness is subject to the sovereign immunity of the Authority as a body corporate and politic of the Tribe.

30-00-28. Refunding indebtedness--Purposes.

The Authority may refinance any Project and related indebtedness, including issuing or incurring indebtedness to refinance any unpaid obligations and all interest and premium thereon. Any such refinancing indebtedness shall be subject to approval by the Authority and all requirements and provisions of this Ordinance applicable to the issuance or incurrence of indebtedness, but shall not require the approval of the Council if the amount of the refinancing indebtedness does not exceed the amount of the outstanding indebtedness, including all interest, premium, reserves and issuance costs relating thereto.

30-00-29. Acceptance and expenditure of gifts, contributions, etc., authorized.

The Authority, including through any of its departments, agencies, or bureaus, may accept and expend for the purposes stated herein, any funds obtained for such purposes from gifts, grants, contributions, or other sources, including any unit of government.

30-00-30. Interim indebtedness authorized--Purposes of borrowing.

In addition to the permanent financing authorized pursuant to this Ordinance, the Authority may borrow money and issue or incur interim indebtedness in evidence thereof for any Project, or to perform any of the duties authorized under this Ordinance, and in addition may borrow money and issue or incur interim indebtedness for bridge financing, planning, architectural, and engineering services, acquisition of real property, improvements, purchase of equipment, movable or otherwise, as set forth herein. Any resolution, indenture, contract or agreement authorizing the issuance or incurrence of such indebtedness shall describe the Project to be

undertaken and shall specify the principal amount, rate of interest and maturity date and may specify any other terms of such indebtedness.

30-00-31. Terms and registration of interim indebtedness--Redemption prior to maturity--Execution of debt instruments--Pledge of income and revenue.

The Authority may provide for the registration of indebtedness in the name of the owner either as to principal alone, or as to both principal and interest, on such terms and conditions as the Authority may determine by the resolution authorizing their issue. The indebtedness shall be issued from time to time by the Authority as funds are borrowed, in the manner the Authority may determine. Interest on indebtedness may be made payable monthly, quarterly, semiannually, annually, or at maturity. The indebtedness may be made redeemable, prior to maturity, at the option of the Authority, in the manner and upon the terms fixed by the resolution, indenture, contract or agreement authorizing their issuance. The indebtedness may be executed in the name of the Authority by the Chairman of the Authority or by any other officer or officers of the Authority as the Authority by resolution may direct, shall be attested by the Secretary or such other officer or officers of the Authority as the Authority may by resolution direct, and may be sealed with the Authority's corporate seal. All such indebtedness and the interest thereon may be secured by a pledge of any income and revenue derived by the Authority from the Project to be undertaken with the proceeds of the indebtedness, after deducting from such income and revenue any reasonable and necessary maintenance and operation expenses.

30-00-32. Additional provisions to secure payment of interim indebtedness.

The Authority, in order further to secure the payment of the interim indebtedness, is, in addition to the foregoing, authorized and empowered to make any other or additional covenants, terms, and conditions not inconsistent with the provisions hereof, and do any and all acts and things as may be necessary or convenient or desirable in order to secure payment of its interim indebtedness, or, in the discretion of the Authority, as will tend to make the interim indebtedness more acceptable to lenders, notwithstanding that the covenants, acts or things may not be enumerated herein.

30-00-33. Personal liability not created by execution of indebtedness.

No member of the Tribe nor any member, officer, agent, or employee of the Authority, nor any other person who executes indebtedness, shall be liable personally by reason of the issuance or incurrence thereof.

30-00-34. Authority rights and immunities; sovereign immunity.

Any exercise by the Authority of any rights, powers, immunities or authority in accordance with this Ordinance shall constitute the exercise of a governmental function of the Tribe. The Authority is a tribal governmental instrumentality and is immune from suit. Notwithstanding such immunity, the Authority may waive its sovereign immunity, but not that of the Tribe, as set forth in Section 30-00-27. The Tribe shall not be liable for the debts or obligations of the Authority (unless it shall by resolution of the Tribal Council so agree), and the Authority shall

have no authority to encumber the assets of the Tribe other than assets of the Authority and subject to the provisions of this Ordinance.

30-00-35. Disposition of income under Ordinance--Public building fund.

Except as provided herein, all amounts received from the issuance or incurrence of any indebtedness, the lease of any Project, or any other revenue derived from any Project undertaken pursuant to this Ordinance shall be paid to the Tribe. Said income shall be held by the Tribe in trust for the purposes of this Ordinance, in a special fund known as "the FSST public building fund." The Treasurer of the Tribe shall be ex officio custodian of such fund. Disbursements shall be made from such fund upon the order of the Authority. Notwithstanding anything in this Ordinance to the contrary, any proceeding, resolution, indenture, contract or other agreement authorizing indebtedness of the Authority may establish separate funds and accounts and may require that the proceeds of such indebtedness and the revenues pledged to the repayment thereof shall be deposited to such funds and accounts and shall be disbursed pursuant to the procedures set forth in such proceeding, resolution, indenture, contract or other agreement if so required by the lender, underwriter, purchaser or other provider of such indebtedness.

30-00-36. Accounts maintained by Authority--Purpose of disbursements from building fund.

The Authority shall keep account of the gross total funds derived from each Project or any combination thereof undertaken pursuant to this Ordinance. Disbursements from a given account in the public building fund shall be ordered by the Authority only for the payment of:

- (1) The cost of maintenance and operation of the facility or facilities, unless otherwise provided for;
- (2) The principal of and interest on the debt issued for each project, or combination thereof; and
- (3) Any other purposes set forth in the resolution authorizing the issuance of said debt.

30-00-37. Conveyance of property when debt paid or defeased.

Upon the payment in full, or the legal defeasance, of all indebtedness relating to a particular Project and all other fees, charges and payments with respect thereto, the Authority shall convey such Project, without charge, to the Tribe or its subdivisions or agencies. Upon transfer to the Tribe of all Projects and all other assets which the Authority then possess, free and clear of all liens and encumbrances, by appropriate conveyance without further consideration, the Authority shall dissolve.

30-00-38. Record of rental payments under lease--Conveyance to lessee after payment of debt.

An accurate record shall be kept of the rental payments under each lease entered into by the Authority and/or any officer, department, board, commission, or other agency of the Tribe, and when the rentals applicable to any Project, or any combination thereof, have been paid, in amounts sufficient to pay the principal of and interest on the indebtedness of the Authority issued to pay the cost of such Project, including maintenance and operation expenses and that proportion of the administrative expense of the Authority as provided for by each lease, the Project may be conveyed by the Authority to the lessee with or without charge, subject to the requirements of Section 30-00-9 (13).

30-00-39 Contractual power of Authority.

The Authority shall possess the power to enter into contracts regarding any matter connected with any corporate purpose within the objects and purposes of this Ordinance.

30-00-40. Bylaws, rules, and regulations of Authority.

To accomplish projects of the kind listed in this Ordinance, the Authority may adopt all necessary bylaws, rules, and regulations for the conduct of the business and affairs of the Authority, and for the management and use of any Project or Projects.

30-00-41. Severability of provisions.

If any clause or other portion of this Ordinance shall be held invalid, that decision shall not affect the validity of the remaining portions of this Ordinance. It is hereby declared that all such remaining portions of this Ordinance are severable, and that the Legislature would have enacted such remaining portions if the portions that may be so held to be invalid had not been included in this Ordinance.

30-00-42. Finance of sale and lease-back arrangements--Lending proceeds--Refund or refinance of obligations.

The Authority may provide, by resolution, for the issuance or incurrence of indebtedness to finance all or any part of any Project to be acquired by any person, partnership, association, limited liability company, or corporation and leased or acquired by the Authority, and may loan the proceeds thereof to such person, partnership, association, or corporation. The issuance or incurrence of indebtedness is declared to be for a Tribal purpose, and in selling, securing, and issuing indebtedness and applying the proceeds thereof the Authority may exercise all powers conferred on a sovereign government, and may pay from the proceeds the cost of any letter of credit, bond insurance, bond guarantee, put option, or other contractual right deemed necessary or desirable to secure the payment of or reduce the net interest cost on the debt.

30-00-43. Obligations--Issuance--Purpose--Funds for payment.

In addition to the other authorizations provided by this Ordinance, the Authority is authorized, by resolution, to issue or incur indebtedness to finance all or any part of the capital cost of acquiring, constructing, improving, equipping and/or furnishing any facility owned by the Tribe

or to be owned by the Tribe or the Authority and for this purpose may exercise all powers conferred upon it by this Ordinance. Indebtedness issued or incurred pursuant to this Section shall be payable solely from moneys, including investment income, derived by the Authority from transactions described herein, and transactions authorized by the Authority. Such moneys may be pledged for this purpose.

30-00-44. Irrevocable escrow agreement for defeasance of indebtedness--Arrangements to pay governmental expenses.

The Authority may enter into an irrevocable escrow agreement to provide for the defeasance and payment of any indebtedness. The Authority may enter into such other arrangements to pay or prepay, from time to time, any governmental expenses, including payment or prepayment of debt service and associated fees and expenses relating to any indebtedness. The Authority may contract with a third party for any of the purposes of this Section.

30-00-45. Establishment of special purpose corporation--Limitations--Authority membership--Powers of corporation.

The Authority may from time to time as it may determine, establish by resolution a special purpose or other corporation which shall be body corporate and politic and instrumentality of, but having a legal existence independent and separate from, the Tribe and the Authority.

The resolution establishing the corporation shall serve as the charter of the corporation and may be amended from time to time by the Authority, but the resolution shall at all times provide that the power and the Authority of the corporation shall be subject to the terms, conditions, and limitations of hereof, and any applicable covenants or agreements of the corporation in any indenture or other agreement relating to any then outstanding debt instruments. The corporation may enter into contracts regarding any matter connected with any corporate purpose within the objects and purposes set forth herein.

The corporation may issue or incur indebtedness and secure repayment of the debt instruments with amounts payable out of its revenues or any other property or funds of the corporation.

The corporation may pledge as security for any indebtedness any rights held by the corporation, including the right to receive or collect revenues, moneys, or other funds deposited with, payable to or held by or on behalf of the corporation, and the proceeds of the foregoing and any proceeds of indebtedness.

In connection with the issuance or incurrence of indebtedness, at any time with respect to indebtedness, the corporation may enter into arrangements to provide additional security and liquidity for indebtedness. The arrangements may include, without limitation, bond insurance, letters of credit, and lines of credit by which the corporation may borrow funds to pay or redeem its indebtedness and purchase or remarketing arrangements for assuring the ability of owners of the debt instruments to sell or have redeemed their indebtedness. The corporation may enter into contracts and may agree to pay fees to persons providing the arrangements, including from debt proceeds.

30-00-46. Pledge of non-interference by Tribe to impair terms of Authority indebtedness.

The Tribe pledges to and agrees with the holders of any Authority indebtedness issued, incurred, or created hereunder, that the Tribe will not limit or alter the rights and powers vested in a corporation established pursuant to Section 30-00-45 or the Authority, so as to impair the terms of any contract made by the corporation or the Authority with those holders or in any way impair the rights and remedies of those holders until such indebtedness, together with interest thereon, interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceedings by or on behalf of those holders are fully met or discharged. The corporation and Authority each may include these pledges and agreements of the Tribe in any contract with the holders of debt issued, incurred, or created hereunder.

30-00-47. Tribal pledge to honor agreements of Authority or corporation with regard to certain federal income tax exclusions.

If in order to obtain or preserve any exclusion of interest on indebtedness from gross income of the holders thereof for purposes of federal income taxation, a corporation established pursuant to Section 30-00-45 or Authority enters into any agreement or covenant with the holders of indebtedness (or the trustee or other fiduciary acting on behalf of or for the benefit of holders of indebtedness) that imposes restrictions or conditions on the investment, use, expenditure, or other application of the proceeds of indebtedness issued, incurred, or created hereunder, including any investment earnings thereon (whether while on deposit in the education enhancement trust fund or otherwise), then the Tribe and each agency, authority, or other body politic of the Tribe or any other person acting on behalf of the Tribe, shall observe and fully honor each such agreement, covenant, or other restriction or condition with respect to investment, use, expenditure, or application thereof. The Tribe pledges to and agrees with the holders of indebtedness issued, incurred, or created hereunder, that the Tribe will not invest, use, expend, or otherwise apply such proceeds of indebtedness and any other amounts so as to impair the terms of any such agreement or covenant made by a corporation or Authority with any such holders (or trustee or other fiduciary) or in any way impair the exemption or exclusion of interest on any such indebtedness from federal income taxation. The corporation and Authority each may include these pledges and agreements in any contract with the holders of indebtedness issued, incurred, or created hereunder.

30-00-48. Authority may contract to manage payment or interest rate risk for debt.

The Authority may enter into any contract that it determines is necessary or appropriate to manage payment or interest rate risk for debt issued pursuant to this Ordinance, the investment of proceeds, or other funds of the Authority. Such contracts may include: interest rate exchange agreements; contracts providing for payment or receipt of funds based on levels of or changes in interest rates; contracts to exchange cash flows or series of payments; or contracts incorporating interest rate caps, collars, floors, or locks.

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www.santeesioux.com



RESOLUTION NO. 15-150

WHEREAS, the Flandreau Santee Sioux Tribe is a federally-recognized Indian Tribe organized pursuant to the Constitution and By-laws approved by the Secretary of Interior and Commissioner of Indian Affairs on April 24, 1936, amended February 7, 1941, further amended November 16, 1967, further amended November 14, 1984, and further amended May 17, 1997; and

WHEREAS, Article III, Section 1 of the Tribe's Constitution and By-laws provides that the governing body of the Tribe shall be the Executive Committee; and

WHEREAS, Article VIII, Section 1(e) of the Constitution vests the Executive Committee with the power to acquire, lease, or otherwise manage all lands or other assets, either real or personal, for the benefit of the Tribe as authorized by law except that where lands or assets are under the jurisdiction of the Federal government; and

WHEREAS, Article VIII, Section 1(f) of the Constitution vests the Executive Committee with the power to promulgate and enforce ordinances governing and regulating the conduct of all persons on the reservation; and

WHEREAS, Article VIII, Section 1(h) of the Constitution vests the Executive Committee with the power to shall have the power to adopt resolutions consistent with such Constitution and By-laws, regulating the procedure of the Executive Committee itself and of other tribal agencies, tribal officials or tribal organizations of the Tribe; and

WHEREAS, the Executive Committee desires to establish and create a Facility Authority for the benefit of the Tribe to own, operate, lease, maintain, manage, acquire, construct, improve, equip and/or furnish Tribal facilities of any kind located within or outside of the geographical boundaries of the Tribe; and

WHEREAS, said Facility Authority shall have the power to:

(1) Make and execute contracts and all other instruments necessary or convenient for the performance of its duties and the exercise of its powers and functions under this Ordinance;

(2) Acquire by any means and own real and personal properties, as set forth in Section 30-00-11.

(3) Employ fiscal consultants, engineers, attorneys, and such other consultants and employees as may be required and contract with other Tribal, Federal or state entities to provide staff and support services;

(3) Procure insurance against any loss in connection with any Project and other assets, including loans and loan notes in such amounts and from such insurers as it may deem advisable;

(4) Procure insurance, letters of credit, guarantees, or other credit enhancement arrangements from any public or private entities, including any department, agency, or instrumentality of the Tribe, another Tribe, a state and/or the United States, for payment of all or any portion of any indebtedness issued or incurred by the Authority, including the power to pay premiums, fees or other charges on any such insurance, letters of credit, guarantees, or credit arrangements;

(5) Receive and accept from any source aid or contributions of moneys, property, labor, or other things of value to be held, used, and applied to carry out the purposes of this Ordinance subject to the conditions upon which the grants or contributions are made, including, but not limited to, gifts or grants from any department, agency, or instrumentality of the United States for any purpose consistent with the provisions of this Ordinance;

(6) Subject to Section 30-00-21, (a) borrow money or otherwise incur indebtedness, (b) issue bonds notes, certificates or other forms of indebtedness and (c) enter into agreements with any department, agency, or instrumentality of the United States or the Tribe and/or with lenders or others and enter into loan agreements, sales contracts and leases, or other financing arrangements with contracting parties for the purpose of financing any Project;

(7) Enter into contracts or agreements with lenders for the servicing and processing of loans or with any person or entity providing credit enhancement for any indebtedness of the Authority;

(8) Cooperate with and exchange services, personnel and information with any tribal, federal, state, or other governmental agency;

(9) Foreclose any mortgages, deeds of trust, notes, debentures, bonds, and other security interests held by it, either by action or by exercise of a power of sale, and to sell the equity of redemption in said security interests in accordance with the terms of said instruments and applicable law, and to take all other actions necessary to enforce any obligation held by it;

(10) Purchase the equity of redemption in any such mortgage, deed of trust, debenture, bond, or other security interest;

(11) Pledge, assign, or grant security interests in any or all of its real or personal property, including, but without limitation to, notes or other instruments, contract rights or other any receipts from insurance on or guarantees of any of its notes or other instruments, as security for the payment of the principal of, premium, if any, and interest on any indebtedness issued or incurred by the Authority, or as security for any credit enhancement or other agreements made in connection therewith, whether then owned or thereafter acquired, and to pledge the revenues from which said indebtedness is payable and any other available revenues or assets as security for the payment of the principal of, premium, if any, and interest on said debt and any agreements made in connection thereof; provided, however, that the Authority may not grant a mortgage, deed of trust or other instrument of sale on any real property without the prior authorization of the Council;

(12) Enter into agreements for management of any of Project upon such terms and conditions as may be mutually agreeable;

(13) Sell, exchange, donate, convey and/or otherwise transfer any or all of its properties whenever the Authority shall find such action to be in furtherance of the purposes for which the Authority was organized; provided, however, that no such transfer shall occur without the prior authorization of the Council;

(14) Do any act and execute any instrument which in the Authority's judgment is necessary or convenient to the exercise of the powers granted by this Ordinance or reasonably implied from it; and

(15) Promulgate rules pursuant to the Tribe's laws to implement the provisions of this Ordinance.

All as provided in the attached ordinance; and

NOW THEREFORE BE IT RESOLVED that the Flandreau Santee Sioux Tribe Executive Committee approves the attached Title 30 entitled "Flandreau Santee Sioux Tribe Facilities Authority" and makes said ordinance effective immediately; and

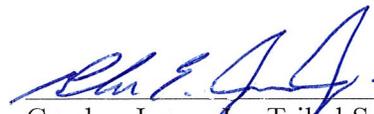
BE IT FURTHER RESOLVED that all previously enacted ordinances, laws, or policies that are inconsistent with this title are immediately revoked.

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CERTIFICATION

The foregoing Resolution was duly enacted and adopted on this 2nd day of December, 2015 by the Executive Committee of the Flandreau Santee Sioux Tribe during a duly called meeting with a quorum established, and a vote of 4 In Favor, 2 Opposed, 0 Abstaining, 0 Absent, and 1 Not Voting, as follows:

Vice President, Cynthia J. Weddell:	YES	<input checked="" type="radio"/> NO	ABSTAIN	NOT PRESENT
Secretary, Gordon Jones, Jr.:	YES	<input checked="" type="radio"/> NO	ABSTAIN	NOT PRESENT
Trustee I, Jean Paul Roy:	<input checked="" type="radio"/> YES	NO	ABSTAIN	NOT PRESENT
Trustee II, Roxee Johnson:	<input checked="" type="radio"/> YES	NO	ABSTAIN	NOT PRESENT
Trustee III, Michael Weston:	<input checked="" type="radio"/> YES	NO	ABSTAIN	NOT PRESENT
Trustee IV, Kenny Weston:	<input checked="" type="radio"/> YES	NO	ABSTAIN	NOT PRESENT
President, Anthony Reider (<i>If Required</i>):	YES	NO	ABSTAIN	NOT PRESENT



Gordon Jones, Jr., Tribal Secretary



Anthony Reider, Tribal President