



Pawnee Nation of Oklahoma

RESOLUTION #23-58
NOVEMBER 7, 2023

RESOLUTION

Approving Loans from Native American Bank, N.A. to the Pawnee Nation of Oklahoma and Loans from the Pawnee Nation of Oklahoma to Pawnee Nation Investment Fund, LLC.

- Whereas,** The Pawnee Business Council is the supreme governing body of the Pawnee Nation of Oklahoma, a federally recognized Indian Tribe (the “**Pawnee Nation of Oklahoma**”), and is authorized to conduct business on behalf of the Pawnee Nation in accordance with Article IV, Sections 1 and 2 of the Pawnee Nation Constitution and By-Laws; and
- Whereas,** the Pawnee Business Council met in a quarterly session on November 7, 2023, at the Pawnee Nation Resource Center, duly authorized, with a quorum present; and
- Whereas,** the Pawnee Nation of Oklahoma entered into that certain Property Lease dated June 21, 2023 (as may be amended from time to time, the “**Lease**”) with the Pawnee Nation Mental Health, LLC, a limited liability company formed pursuant to the Pawnee Nation Limited Liability Company Act (the “**QALICB**”) (such entity is intended to be a “qualified active low-income community business” within the meaning under Section 45D of the Internal Revenue Code, as amended), whereby the Pawnee Nation of Oklahoma leased to the QALICB the property commonly known as 1204 Heritage Circle, Pawnee, Oklahoma and as more particularly described in the Lease (the “**Leased Premises**”); and
- Whereas,** Pursuant to the Lease, the QALICB desires to design, develop and construct an approximately 22,000 square foot inpatient and outpatient behavioral health and substance use disorder treatment facility located on the Leased Premises (the “**Project**”); and
- Whereas,** The QALICB has engaged (i) Health Facilities Group, LLC (HFG Architecture) (“**Architect**”) to design the Project pursuant to that certain AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect dated February 25, 2022 by and between Ascension, LLC and Architect, as amended and assigned to the QALICB by that certain Letter of Agreement dated May 4, 2023 made by Architect and accepted by the QALICB (collectively, the “**Architect’s Agreement**”), and (ii) Thompson Construction (“**Contractor**”) to construct the Project pursuant to that certain AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated as of March 24, 2023, by and between the Pawnee Nation of Oklahoma and the Contractor, as amended by that certain Guaranteed Maximum Price Amendment, effective as of August 15, 2023, and as assigned to the QALICB by that certain Assignment and Assumption of Construction Agreement and Permits dated October 6, 2023 by and between the Pawnee Nation of Oklahoma and the QALICB and consented to by the Contractor (collectively, the “**Construction Contract**”); and
- Whereas,** In connection with the Project, the QALICB desires to enter into that certain Build To Suit Purchase Agreement with the Pawnee Nation of Oklahoma (the “**BTS Agreement**”); and
- Whereas,** To facilitate the funding of the Fund Loan (as defined below), the Pawnee Nation of Oklahoma desires to obtain loans from: (i) Native American Bank, N.A., a national banking association (“**NAB**”), in the aggregate maximum principal amount of Six Million Seven Hundred Thousand Dollars (\$6,700,000.00) (the “**NAB Source Loan**”) pursuant to a Loan and Security Agreement (Source Loan – Construction) by and between NAB and the Pawnee Nation of Oklahoma (the “**NAB Source Loan Agreement**”); and (ii) NAB in the aggregate maximum principal amount of Four Million Dollars (\$4,000,000.00) (the “**NAB Bridge Loan**”) pursuant to a Loan and Security Agreement (Bridge Loan) by and between NAB and the Pawnee Nation of Oklahoma (the “**NAB Bridge Loan Agreement**”); and

- Whereas,** The Pawnee Nation of Oklahoma desires to use the proceeds of the NAB Source Loan, the NAB Bridge Loan and cash on hand to fund a loan to Pawnee Nation Investment Fund, LLC, a Delaware limited liability company (the “**Investment Fund**”) in the aggregate maximum principal amount of Nine Million Six Hundred Thirty-Two Thousand Dollars (\$9,632,000.00) (the “**Fund Loan**”) pursuant to that certain Fund Loan Agreement by and between the Pawnee Nation of Oklahoma and the Investment Fund (the “**Fund Loan Agreement**”); and
- Whereas,** The Investment Fund will use the proceeds of the Fund Loan, together with the proceeds of certain capital contributions from Wells Fargo Community Investment Holdings, LLC, a Delaware limited liability company (“**Investor**”), in the amount of Four Million Three Hundred Sixty Eight Thousand Dollars (\$4,368,000.00) (the “**Equity Investment**”), to (i) make one or more capital contributions in the aggregate amount of Fourteen Million Dollars (\$14,000,000.00) to the Clearinghouse NMTC (Sub 70), LLC, a California limited liability company (the “**Sub-CDE**”), which capital contributions are expected to constitute a “qualified equity investment” (as that term is defined in Section 45D of the Internal Revenue Code, as amended) (the “**QEI**”) eligible for New Markets Tax Credits, and (ii) pay certain fees associated with the transaction; and
- Whereas,** The Organization will obtain loans from: (i) NAB in the aggregate maximum principal amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000.00) (the “**NAB Direct Loan**”) pursuant to a Loan and Security Agreement (Direct Loan – Construction) by and between NAB and the Organization (the “**NAB Direct Loan Agreement**”); and (ii) Sub-CDE in the aggregate maximum principal amount of Thirteen Million Four Hundred Forty Thousand Dollars (\$13,440,000.00) (the “**QLICI Loan**”) pursuant to a Loan Agreement by and between the Sub-CDE and the Organization (the “**QLICI Loan Agreement**”), which is intended to constitute a “qualified low-income community investment” within the meaning under Section 45D of the Internal Revenue Code, as amended; and
- Whereas,** In connection with the NAB Direct Loan, the Pawnee Nation of Oklahoma has been asked to enter into that certain Guarantee Agreement (Direct Loan – Construction) for the benefit of NAB (the “**NAB Guaranty**”); and
- Whereas,** The NAB Source Loan and the indebtedness thereunder and the NAB Guaranty and the obligations evidenced thereunder shall each be deemed to be a general obligation of the Pawnee Nation of Oklahoma and for such purpose the Pawnee Nation of Oklahoma pledges its full faith and credit; and
- Whereas,** In connection with the QLICI Loan, the Pawnee Nation of Oklahoma has been asked to enter into (i) that certain Completion and Limited Repayment Guaranty for the benefit of Sub-CDE (the “**QLICI Guaranty**”), and (ii) that certain Environmental and Hazardous Substances Indemnity Agreement for the benefit of Sub-CDE (the “**QLICI Environmental Indemnity**”); and
- Whereas,** In connection with Investor making the Equity Investment in the Investment Fund, and the Investment Fund making the QEI in the Sub-CDE, and the Sub-CDE making the QLICI Loan to Organization, the Pawnee Nation of Oklahoma has been asked to enter into (i) that certain QALICB Indemnity Agreement for the benefit of the Investor (the “**QALICB Indemnity**”), and (ii) that certain Investment Fund Put and Call Agreement by and between Investor and the Pawnee Nation of Oklahoma (the “**Put-Call Agreement**”); and
- Whereas,** In connection with the NAB Source Loan, the NAB Bridge Loan, the NAB Direct Loan, the QLICI Loan and the Fund Loan, the Pawnee Nation of Oklahoma has been asked to grant limited waivers of sovereign immunity and limited waivers of any right to require exhaustion of tribal remedies and the Pawnee Business Council deems it advisable to cause the Pawnee Nation of Oklahoma to grant such limited waivers in the manner set forth in the BTS Agreement, the NAB Guaranty, the QLICI Guaranty, the QLICI Environmental Indemnity, the QALICB Indemnity, the Put-Call Agreement, the Construction Monitoring and Disbursement Agreement, the Community Benefits Agreement, the NAB Source Loan Documents (as defined below), the NAB Bridge Loan Documents (as defined below), and the Fund Loan Documents (as defined below); and

Whereas, The Pawnee Business Council deems it advisable that the Pawnee Nation of Oklahoma approves those certain transactions related to: (i) the Project; (ii) the Architect's Agreement; (iii) the Construction Contract; (iv) the BTS Agreement; (v) the NAB Source Loan Agreement, the Promissory Note, the Security and Pledge Agreement and such other loan documents evidencing or securing the NAB Source Loan (collectively, the "**NAB Source Loan Documents**"); (vi) the NAB Bridge Loan Agreement, the Promissory Note, the Security and Pledge Agreement and such other loan documents evidencing or securing the NAB Bridge Loan (collectively, the "**NAB Bridge Loan Documents**"); (vii) the Fund Loan Agreement, the Promissory Note (Leverage Loan), the Security and Pledge Agreement (Leverage Loan) and such other loan documents evidencing or securing the Fund Loan (collectively, the "**Fund Loan Documents**"); (viii) the NAB Guaranty; (ix) the QLICI Guaranty; (x) the QLICI Environmental Indemnity; (xi) the QALICB Indemnity; (xii) the Put-Call Agreement; (xiii) the Construction Monitoring and Disbursement Agreement; and (xiv) the Community Benefits Agreement (such documents referenced in subsections (i)-(xiv) above being the "**Transaction Documents**" and the transactions contemplated in connection therewith being the "**Transactions**"); and

Whereas, The Pawnee Nation of Oklahoma now desires to enter into certain arrangements and agreements with third parties and affiliates to effectuate the Transactions.

NOW, THEREFORE BE IT RESOLVED, the Pawnee Business Council hereby approves and consents to the Transactions.

BE IT FURTHER RESOLVED, that the Pawnee Nation of Oklahoma is hereby authorized to grant limited waivers of its sovereign immunity in the manner set forth in the BTS Agreement, the NAB Guaranty, the QLICI Guaranty, the QLICI Environmental Indemnity, the QALICB Indemnity, the Put-Call Agreement, the Construction Monitoring and Disbursement Agreement, the Community Benefits Agreement, the NAB Source Loan Documents, the NAB Bridge Loan Documents, and the Fund Loan Documents; and

BE IT FURTHER RESOLVED, that the form, terms and provisions of the Transaction Documents, as substantially set forth in the form presented to the Pawnee Nation of Oklahoma, with such changes, additions or deletions to any or all of the terms and provisions thereof as any Designated Officer (as hereinafter defined) may approve, the execution and delivery thereof to be conclusive evidence of such approval, be, and the same hereby is, authorized and approved in all respects, and the borrowing of the NAB Source Loan and the NAB Bridge Loan, and the making of the Fund Loan, and the performance by the Pawnee Nation of Oklahoma of the other actions contemplated under the NAB Source Loan Documents, the NAB Bridge Loan Documents and the Fund Loan Documents as so executed and delivered and the other Transaction Documents be, and the same hereby are authorized and approved in all respects; and

BE IT FURTHER RESOLVED, that the Pawnee Nation of Oklahoma hereby acknowledges any money borrowed by the Pawnee Nation of Oklahoma pursuant to the NAB Source Loan Documents or obligations incurred pursuant to the NAB Guaranty shall each be deemed to be a general obligation of the Pawnee Nation of Oklahoma and for such purpose the Pawnee Nation of Oklahoma pledges its full faith and credit; and

BE IT FURTHER RESOLVED, that Misty M. Nuttle, President; Jordan Kanuho, Vice President; Carol Chapman Young, Treasurer of the Pawnee Business Council (the "**Designated Officers**"), hereby are, authorized and empowered, in the name and on behalf of the Pawnee Nation of Oklahoma, to execute and deliver any additional documents, agreements, undertakings or assurances whatsoever or any modifications or waivers thereto related to the Transactions or the completion of the other actions contemplated by the Transaction Documents, the execution and delivery thereof to be conclusive evidence of such approval, and such execution and delivery be, and the same hereby are, authorized and approved in all respects; and

BE IT FURTHER RESOLVED, that the Pawnee Nation of Oklahoma is hereby authorized, and the Designated Officers be, and hereby is, authorized and empowered in the name and on behalf of the Pawnee Nation of Oklahoma, to do and perform all such further acts and things, and to execute and deliver in the name and on behalf of the Pawnee Nation of Oklahoma all such further certificates, instruments, undertakings or other documents as she in her judgment, or in the judgment of any one or more of them, shall be deemed necessary or advisable in order to carry out, comply with, and effectuate the purposes and intent of the foregoing resolutions (or any of them), or any or all of the actions contemplated therein or thereby, the authority therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such

documents, and any such action heretofore taken be, and the same hereby are, ratified, confirmed, authorized and approved in all respects; and

BE IT FURTHER RESOLVED, that any and all actions heretofore taken by the Designated Officer within the terms of any of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Pawnee Nation of Oklahoma; and

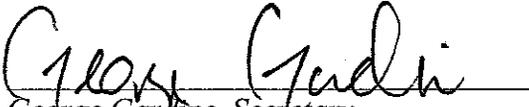
BE IT FURTHER RESOLVED, that the Designated Officers is hereby authorized, empowered and directed to take such other action as may be necessary or advisable to carry out the intent and purposes expressed in the foregoing resolutions.

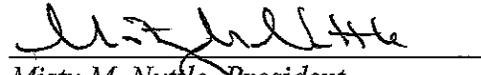
CERTIFICATION

I, George Gardipe, Secretary of the Pawnee Business Council, certify that a Quarterly Meeting of the Pawnee Business Council was held on the 7th day of November 2023 and that the Pawnee Business Council is composed of eight members, of whom 7 were present, 1 absent, comprising a quorum, and the foregoing resolution was duly adopted by a vote of 6 for, 0 against, 0 abstaining, and 1 not voting.

Signed this 7th day of November 2023

ATTEST:


George Gardipe, Secretary
Pawnee Business Council


Misty M. Nuttle, President
Pawnee Business Council