



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

A Resolution Entitled: “*Tribal Business Council Issuance of Articles of Organization for Subsidiary Corporations of Mandaree Enterprises, L.L.C.*”

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, The Constitution of the Three Affiliated Tribes 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, Article VI, Section 3 of the Constitution of the Three Affiliated Tribes specifically grants to the Tribal Business Council all necessary sovereign authority for the purpose of exercising the jurisdiction granted by the people of the Three Affiliated Tribes in Article I of the Constitution; and

WHEREAS, The Tribal Business Council has the power, under the Constitution of the Tribe and pursuant to the inherent sovereign authority of the Tribe, to own and charter businesses to be owned by the Tribe and pursuant to said powers on August 18th, 2005 the Tribal Business Council granted a corporate charter to a wholly owned business tribal business limited liability corporation, known as Mandaree Enterprises, L.L.C for the purpose of creating business subsidiaries and thereby stimulate economic development on the Fort Berthold Indian Reservation; and

WHEREAS, On November 23rd, 2005, Mandaree Enterprises, L.L.C filed proposed articles of organization for seven subsidiary corporations with the Tribal Business Council and the Tribal Business Council, by motion, approved said articles of organization for those corporations to be wholly owned by the Three Affiliated Tribes through Mandaree Enterprises, L.L.C. and managed and operated by Mandaree Enterprises, L.L.C., however such articles were not approved pursuant to a Tribal Business Council resolution; and

WHEREAS, The Tribal Business Council finds that the issuance of articles of organization for incorporation of tribally owned businesses must be accomplished pursuant to a Tribal Business Council resolution and the Tribal Business Council has reviewed said articles of organization and approves the same.



NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes pursuant to the authority granted by the Constitution of the Three Affiliated Tribes hereby approves and issues articles of organization, copies of which are herewith attached, for the following subsidiary corporations which will be wholly owned by the Three Affiliated Tribes through Mandaree Enterprises, L.L.C:

1. M.E.C. Technologies, LLC
2. M.E.C. Development, LLC.
3. M.E.C Management, LLC
4. M.E.C. Distribution, LLC
5. M.E.C. Energy Services, LLC
6. M.E.C. Resources, LLC
7. M.E.C. Services, LLC

BE IT FURTHER RESOLVED, that the subsidiary corporations created hereby shall be managed and overseen by Mandaree Enterprises, LLC according to its charter and articles of organization and the Operating Agreement of Mandaree Enterprises, L.L.C. but shall remain a 100 percent wholly owned tribal corporation.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Forth Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 13 day of April 2006; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] voting. [] not voting.

Dated this 13 day of April 2006.

Secretary, Nathan Hale
Tribal Business Council

ATTEST:

Chairman, Tex G. Hall
Tribal Business Council

*Approved
7-0*

CONTRACTOR AGREEMENT

ORIGINAL

THIS AGREEMENT made the 23rd day of March, 2006 by and between Fort Berthold Development Corporation, hereinafter called the Contractor and TAT Utilities (Lester Crows Heart), hereinafter called the Owner.

Witnesseth, that the Contractor and the Owner for the considerations named agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and/or described in the Specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at Drags Wolf Village, New Town, ND 58763.

Article 2. Time of Completion

The work to be performed under this Contract shall be commenced on or before March 27th, 2006 and shall be substantially completed on or before April 17th, 2006. Time is of the essence. The following constitutes substantial completion of work pursuant to this proposal and contract:

(Specify)

Construction of new roof on Utilites building 24'x56' with gutters. The new roof will be a 3:12 Pitch. Installation of rain gutter;removal of excess material on old roof. Material List: OSB-Complete Roof;30 lbs Felt; 32 sheets of steel roofing;60'Rake Ends;Gutter Apron; Caulking;15 Trusses and Purlins; Bracket for Air Conditioner;Screws for Metal;Extensions on Vents (4); OSB on end walls and steel cover;Foam insert seal under roofing;56' seamless Gutter;(2) 8' downspouts.

Article 3. The Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of Eighteen thousand eighty-six dollars and twenty seven cents Dollars (\$18086.27), subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner following:

50% down of total bid needed prior to start of job; Nine thousand forty-three dollars and fourteen cents. The remaining 50% will be paid upon job completion; Nine thousand forty-three dollars and fourteen cents

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of 15 days from the due date of the payment shall be deemed a material breach of this contract. In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become a part of the contract.
7. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

12. *Contractor warrants all work for a period of*

12 months following completion.

Article 6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Owner and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

Article 7. Insurance

The Contractor represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work or for such longer term as may be required by this agreement, in a company or companies lawfully authorized to do business in the State of North Dakota, such insurance as will protect Fort Berthold Development Corporation and the owner of the site, if the site is not owned by TAT Utilities (Lester Crows Heart), from claims for loss or injury which might arise out of or result from the Contractor's operations under this project, whether such operations be by the Contractor or by a subcontractor or its subcontractors.

The Contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of the liability specified below or required by law, whichever coverage is greater. The Contractor certifies that coverage written on a "claims made" form will be maintained without interruption from the commencement of work until the expiration of all applicable statutes of limitation.

- 1) Worker's Compensation \$1000000.00.
- 2) Comprehensive General Liability with limits of not less than \$10000.00 per occurrence.
- 3) Comprehensive Automobile Liability (owned, non-owned, hired) of \$25000.00 each accident.

The Contractor shall file Certificates of Insurance, naming the owner person hiring the contractor as additional insured, in duplicate, acceptable to all parties with Owner prior to commencement of work, which shall contain a provision that coverages under the policies shall not be cancelled or allowed to expire or permit material changes until at least thirty (30) days written notice has been given to additional insured.

Article 8. Additional Terms

No additional Terms

Name and Registration No. of any Salesperson who solicited or negotiated this contract:

ORIGINAL

Signed this 23 day of March, 2006 (year).

Signed in the presence of:

[Signature]
Witness
Lester Crows Heart
Name of Owner

[Signature]
Witness
Fort Berthold Development Corp
Name of Contractor

By: [Signature]
Signature

By: [Signature] Bernie Fox
Signature
Po Box 867
Street Address
New Town, ND 58763
City/State/Zip

Telephone No _____
Contractor's State License No. _____

FORT BERTHOLD DEVELOPMENT CORPORATION

227 W. Main
 New Town, ND 58763
 Phone (701) 627-4828

DATE March 22, 2006
Quotation # 2006
Customer ID TAT Utilities
 Lester Crows Heart

Bill To:
 Three Affiliated Tribes Utilities
 Lester Crows Heart
 404 Frontage Rd
 New Town, ND 58763

Quotation valid until: April 22, 2006
Prepared by Project Manager: Neil Karlson



Fort Berthold Development Corporation
 Three Affiliated Tribes
 Mandan - Hidatsa - Arikara Nation

Comments or special instructions:
 50% Down of Total Bid Needed Prior to start of job

Description	AMOUNT
<p>Construction of new roof on Utilities building 24'x56'-with gutters The new roof will be a 3:12 pitch Material List: OSB- Complete Roof 30 lbs of Felt 32 sheets of steel roofing 60' Rake Ends Gutter Apron Caulking 15 trusses and purlins Bracket for Air Conditioner Screws for metal Extensions on Vents (4) OSB on end walls and steel cover Foam insert seal under roofing 56' seamless gutter 2-8' down spouts Labor: Construction of new roof 24'x56'/Installation of Rain Gutter/Removal of excess material on old roof One year Warranty</p>	
Subtotal	\$ 17,645.14
Tero Fees	\$ 441.13
TOTAL	\$18,086.27

If you have any questions concerning this quotation, Neil Karlson, 627-4828/ 421-0379, nkarlson@fbdc.biz

THANK YOU FOR YOUR BUSINESS!