



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

A Resolution Entitled: **"Charter of MHA Pipeline LLC"**

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 5 (1) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies and Tribal officials on the Reservation; and

WHEREAS, MHA Pipeline LLC, a company wholly owned by MHA Holdings, Inc., a tribally owned corporation seeks a charter under the laws and jurisdiction of Three Affiliated Tribes to operate as a limited liability company on the Fort Berthold Reservation; and

NOW, THEREFORE BE IT RESOLVED, the Tribal Business Council hereby approves the Articles of Organization for MHA Pipeline LLC.

**ARTICLES OF ORGANIZATION
FOR
MHA PIPELINE LLC**

A limited liability company organized under the Three Affiliated Tribes of the Fort Berthold Reservation. The undersigned adopts the following Articles of Organization for the Company, provided as follows:

Article 1 – Name

- 1.1 The name of the Company is MHA Pipeline, LLC.

Article 2 – Registered Office and Agent

- 2.1 The street address of the Company's initial registered office and the name of the its initial registered agent at such address is Bernard Fox, 227 West Main Street, New Town, ND 58763.

Article 3 – Principal Office

- 3.1 The street address of the Company's principal office is 227 West Main Street, New Town, North Dakota 58763.

Article 4 – Period of Duration

- 4.1 The Company's existence shall begin upon the acceptance of these Articles of Organization by the Secretary of the Tribal Business Council upon grant of a charter by the Three Affiliated Tribes and shall continue, unless dissolved sooner in accordance with tribal law, shall be perpetual.

Article 5 – Managers

- 5.1 The business and affairs of the Company shall be governed by Managers elected or appointed by the Members in a manner described in the Company's Operating Agreement. No Member's action or any other person's action shall bind the Company except as authorized by the Company's Operating Agreement.
- 5.2 The Manager's shall have all of the duties, powers, and authority as set forth in Company's Operating Agreement.

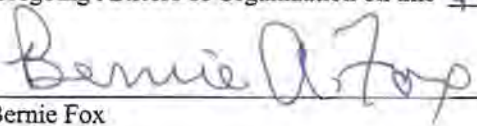
Article 6 – Nonliability and Indemnification

- 6.1 No Member or Manager of the Company shall be personally responsible or liable for any of the acts, debts, liabilities, or losses of the Company.
- 6.2 No Manager of the Company shall be personally responsible or liable to the Company or its Members or anyone else for monetary damages for breach of fiduciary duty as a Manager except for liability (i) for any breach of the Manager's duty of loyalty to Company or its Members, (ii) for acts or omissions not in good faith or which involve intentional Misconduct or a knowing violation of law, (iii) for a transaction from which the Manager derived an improper personal benefit, or a, wrongful distribution in violation of any pertinent Tribal law.
- 6.3 Each person who is or was a Manager of Company (and the heirs, executors, personal representatives, administrators, or successors of such person) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of it fact that such a person is or was a Manager of the company or is or was serving at the request of the Company as a manager, director, officer , partner, trustee, employee or agent of another limited liability company,

corporation, partnership, joint venture, trust, employee benefit plan or other enterprise ("Indemnitee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in the Article, the Indemnitee shall also be entitle to have paid directly by the Company the expenses reasonably incurred in defending any such proceeding against such Indemnitee in advance of its final disposition, to the fullest extent authorize by applicable law, as the same exists or may hereafter be amended. The right to indemnification conferred in this Article shall be a contract right.

- 6.4 The Company may, by action of the Managers, provide indemnification to such of the officers, employees and agents of the Company to such extent and to such effect as the managers shall determine to be appropriate and authorized by applicable law.
- 6.5 The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or subsequently acquired under any statute, provision of the Articles of Organization or Operating Agreement of the Company, agreement, vote of Members or disinterested Managers, or otherwise.
- 6.6 Any repeal or amendment of this Article by the Members of the Company shall not adversely affect any right or protection of a Manager or officer existing at the time of such repeal or amendment.

IN WITNESS WHEREOF, the aforesaid organizer has caused the execution of the foregoing Articles of Organization on this 4th day of December 2008.



Bernie Fox



CERTIFICATION

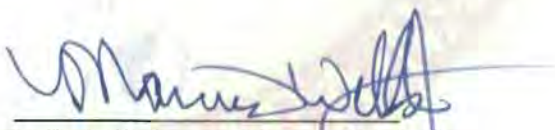
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 4th day of December 2008; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of members, members opposed, members abstained, members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman voting. not voting.

Dated this 4th day of December 2008.

ATTEST:


Tribal Secretary, V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes


Tribal Chairman, Marcus Wells Jr.
Tribal Business Council
Three Affiliated Tribes