



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

A Resolution Entitled, “*Approval of First Amended Articles of Mandaree Enterprises, LLC*”

WHEREAS, The Three Affiliated Tribes 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 Tribes 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 11, 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 promoting economic development on the Fort Berthold Indian Reservation; and

WHEREAS, The Tribe is the sole member of the LLC, finds that it has the exclusive authority to amend the said articles of organization.

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 the First Amended Articles of Organization of Mandaree Enterprises, LLC, copies of which are attached.



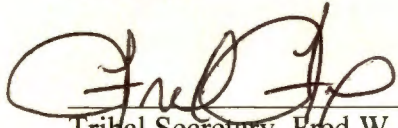
CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 11th day of July, 2018, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

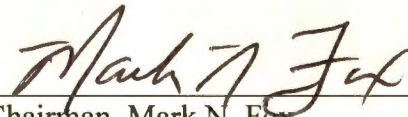
Chairman Voting. Not Voting.

Dated this 11th day of July, 2018.

ATTEST:



Tribal Secretary, Fred W. Fox
Tribal Business Council



Chairman, Mark N. Fox
Tribal Business Council



FIRST AMENDED ARTICLES OF ORGANIZATION OF:

MANDAREE ENTERPRISES, LLC

July 9, 2018

The Three Affiliated Tribes of the Fort Berthold Reservation, (the Mandan, Hidatsa and Arikara Nation), (the "Tribe") a federally recognized Indian Tribe organized pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. § 476), as amended, acting through its Tribal Business Council pursuant to the Constitution and By-laws of the Three Affiliated Tribes originally authorized this Charter, for the purpose of creating the tribal limited liability company described herein on August 11, 2005, and hereby authorizes these First Amended Articles of Organization . The limited liability company described herein is to be wholly-owned by the Tribe.

ARTICLE 1 : NAME

The name of the Limited Liability Company is Mandaree Enterprises, LLC (the "LLC").

ARTICLE 2: DURATION

The period of existence of the LLC shall be perpetual, unless sooner terminated in accordance with the terms of the LLC' s operating agreement.

ARTICLE 3: PURPOSES

The purposes for which the LLC is organized and chartered are as follows:

- (a) To form, acquire, develop, operate, and maintain new business enterprises, including but not limited to government contracting and any existing government contracting business enterprises transferred to the LLC by the Tribal Business Council of the Three Affiliated Tribes, both within and without the exterior boundaries of the Fort Berthold Reservation.
- (b) To direct, as a wholly-owned company of the Three Affiliated Tribes, the overall development and formation of new business enterprises, including but not limited to government contracting enterprises, and any existing government contracting business enterprises transferred to the LLC by the Tribal Business Council by authorizing resolution, which are entirely owned by the Three Affiliated Tribes.

- (c) To have all and exercise any of the powers necessary and convenient to effect any or all of the purposes for which the LLC is organized and chartered.

ARTICLE 4: POWERS

The LLC shall have the following powers which it may exercise consistent with the purposes for which it has been organized and chartered:

- (a) To have perpetual succession by its company name;
- (b) To oversee, monitor and provide direction to the business enterprises owned by the Three Affiliates Tribes through Mandaree Enterprises, LLC, as a parent company as well as any existing government contracting enterprises transferred to the LLC by the Tribal Business Council by authorizing resolution.
- (c) To purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated.
- (d) To sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or part of its personal property and assets.
- (e) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships, or individuals, or direct or indirect obligations of the United States or of any instrumentality thereof
- (f) To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as the LLC may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, and income.
- (g) To lend money for company purposes, invest, and reinvest company funds, and take and hold real and personal property as security for the payment of funds so loaned and invested.
- (h) To develop, maintain, monitor, and hold the profits of any and all companies or business enterprises established by the LLC or those that are transferred to it by the Tribal Business Council by authorizing resolution.
- (i) To enter into agreements, contracts, or relationships with any government agency, federal, state, local, or tribal, or with any person, partnership, association, or corporation, in accordance with normal and prudent business

practices as it pertains to the LLC and its assets only.

- (j) To enter into and participate in any partnership, joint venture, joint venture trust, or other sound business enterprise.
- (k) To purchase or otherwise acquire and lease all equipment and property improvements for the purposes of the LLC to any companies established thereunder.
- (l) To acquire, solicit, manage, own, and hold funds and/or property from any source.
- (m) To transact any and all lawful kinds of businesses for which an entity may be incorporated pursuant to all applicable business corporation laws.
- (n) To establish and maintain such bank accounts as may be deemed necessary for the proper operation and maintenance of the business conducted by the LLC and by any and all companies established thereunder. All funds of the LLC shall be deposited in such bank or banks as the Board of Directors shall select and shall be withdrawn by check signed by the Treasurer of the LLC and countersigned by the President or Vice President.
- (o) To purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the LLC, or who is or was serving at the request of the LLC as a director, officer, employee, or agent against liability asserted against him or her and incurred thereby in such capacity arising out of his or her status as such to the extent permitted by applicable law.
- (p) To adopt rules and procedures relative to the conduct of the enterprises of the LLC as it should deem necessary and proper, including the adoption of standard personnel procedures and personnel benefits, standard accounting procedures which are at a minimum consistent with Generally Accepted Accounting Principles (GAAP), standard purchasing and inventory procedures, and other standardized operations as are reasonable and which improve the overall performance of the LLC and the existing companies owned by the LLC.
- (q) To make and alter the provisions of the LLC Operating Agreement, not inconsistent with the provisions of this Charter or with the laws of the Three Affiliated Tribes, for the administration and regulation of the internal affairs of the LLC.
- (r) To adopt and use a company seal.
- (s) To determine, through its Board of Directors, the amount of profits to be distributed periodically to Three Affiliated Tribes.

- (t) To make regulations prohibiting the transfer and assignment of the membership interest of the LLC and prohibiting the use thereof as a form of collateral.
- (u) To indemnify any director, officer, or employee of the LLC who was or is a party defendant or who is threatened to be made a party defendant to threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, or administrative, against expenses actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit, or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the LLC, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.
- (v) To indemnify any manager, director, officer, or employee of the LLC who was or is a party or who is threatened to be made a party to any threatened, pending, or completed actions, suit, or proceeding instituted by the LLC to secure a judgment in its favor, against expenses actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit, or proceeding, that he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the LLC; provided, however, that no indemnification shall be made with respect to any claim, or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the LLC.
- (w) To generally have and exercise all powers necessary or convenient to effect any or all of the purposes for which the LLC is organized and chartered.

ARTICLE 5: IMMUNITIES OF THE LLC

5.1 Immunity of the LLC. The Three Affiliated Tribes hereby confers on the LLC all of the Tribe's rights, privileges and immunities concerning federal, state, and local taxes, regulation, and jurisdiction, to the same extent that the Tribe would have such rights, privileges, and immunities, if it engaged in the activities undertaken by the LLC.

5.2 Sovereign Immunity from Suit. The LLC shall be wholly owned by the Three Affiliated Tribes, and shall enjoy all of the privileges and immunities of the Tribe; including, but not limited to, the right of sovereign immunity from any civil suit or administrative proceeding. The LLC shall not have the authority to waive the sovereign immunity of the Three Affiliated Tribes under any circumstances.

5.3 Required Procedures for Consent to Suit. As a limited liability company wholly owned by the Tribe, the LLC shall have the power to sue and is authorized to consent to be sued in the Fort Berthold District Court, and in all other courts of competent jurisdiction, provided that the following requirements are met:

- (a) Any consent to suit shall be limited to the court or courts in which suit may be brought, to the matters that may be made the subject of the suit and to the assets or revenues of the LLC against which any judgment may be executed;
- (b) any such waiver or consent to suit granted pursuant to these Articles shall in no way extend to any action against the Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe;
- (c) any recovery against the LLC shall be limited to the assets of the LLC (or such portion of the LLC's assets as further limited by the waiver or consent), and the Tribe shall not be liable for the payment or performance of any of the obligations of the LLC, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the LLC; including assets of the Tribe leased, loaned, or assigned to the LLC for its use without transfer of title;
- (d) any waiver of the LLC's immunities granted pursuant to these Articles shall be further limited or conditioned by the terms of such waiver;
- (e) any waiver may be granted only by i) a resolution adopted by the Tribal Business Council, and a separate resolution adopted by the Board of Directors of the LLC for the specific purpose of granting a waiver; ii) the language of the waiver must be explicit; and iii) the waiver must be contained in a written contract or commercial document to which the LLC is a party;
- (f) waivers of sovereign immunity may be granted only when necessary to secure a substantial advantage or benefit to the LLC; and
- (g) waivers of sovereign immunity must be specific and limited as to duration, grantee, transaction, property or funds of the LLC subject to the waiver, the court having jurisdiction and applicable law.

5.3.1. The sovereign immunity of the LLC shall not extend to actions against the LLC by the Tribe.

**ARTICLE 6: PRINCIPAL PLACE OF BUSINESS; MAILING ADDRESS;
REGISTERED AGENT**

6.1. Principal Place of Business. The LLC shall be a resident of and maintain its headquarters on the Fort Berthold Indian Reservation in North Dakota, but may conduct its business activities in any place within or outside of the United States. The LLC may have such other offices, either within or without the Fort Berthold Reservation as the business of the LLC may require from time to time.

6.2. Mailing Address and Registered Agent. The mailing address of the LLC's initial registered office is Three Affiliated Tribes, 404 Frontage Road, New Town, ND. 58763, and the name of the initial registered agent at this address is Clarence O'Berry.

ARTICLE 7: OPERATIONAL REQUIREMENTS.

7.1 Fiscal Year. The LLC shall have a fiscal year, which shall be determined by the board of directors or managers during the first twelve months of operation of the company. Such fiscal year shall end on the last day of any one calendar month and shall begin the first day of the next succeeding calendar month.

7.2 Business Plan. Not less than 30 days prior to the beginning of each calendar year, the LLC shall prepare a business plan for such calendar year and present it to the Management Board for review and approval.

7.3 Annual Report. Not less than six months following the end of each fiscal year, the LLC shall prepare and deliver to the Three Affiliated Tribes Tribal Business Council an annual report and shall prepare and deliver to the Management Board an annual report and an audited financial statement, including a balance sheet and a statement of income and expenses, including comparative figures from the preceding fiscal year.

7.4 Chief Executive Officer/Manager. Not more than 60 days after their appointment, or within such additional time as the Management Board may grant, the Board of Directors/Managers of the LLC shall have advertised for and selected a Chief Executive Officer/Manager, who shall at a minimum be a college graduate with a business related major and not less than five years subsequent business experience. The Management Board may at its option select an Interim Chief Executive Officer/Manager to serve until the Board has made its final selection as provided in this section. The Chief Executive Officer/Manager shall not be removed by the Management Board except for good cause.

7.4.1. Chief Executive Officer/Manager to Serve on the Board of Each Board of all Corporations Owned by the LLC. If any business owned by the LLC maintains a separate board of directors, the Chief Executive Officer/Manager of Mandaree Enterprises, LLC shall serve as a member of that board of directors.

ARTICLE 8: BOARD OF DIRECTORS

8.1. Duties and Powers, Operating Agreement. The business and activities of the LLC shall be managed by the Board of Directors/Managers. The Board of Directors/Managers shall in all cases act as a board. The directors/managers are hereby vested with all powers necessary to carry out the purposes of the LLC and shall have control and management of the business and activities of the company. The Directors/Managers may adopt, amend, or modify such operating agreement, or the governing documents of any of its subsidiaries, in any manner that they may deem proper, consistent with this Charter.

8.2. Selection, Number and Tenure. The Board of Directors/Managers shall consist of

three members, selected initially by the Three Affiliated Tribes Tribal Business Council, as follows:

- (a) Two members at large shall be members of the Tribe, but not members of the Three Affiliated Tribes Tribal Business Council; and
- (b) Each member shall be a person with at least five years experience in operating, managing or owning a for-profit business or shall have at least a baccalaureate degree or equivalent from an accredited institution of higher education either in business or a field directly related to the business activities of the LLC.
- (c) Except as otherwise stated in this Article, the third Director/Manager need not be a member of the Tribe.
- (d) Upon the removal, resignation, death, or incapacity of a Director/Manager, the remaining members of the Management Board shall have sole authority to appoint new Directors/Managers by unanimous written consent, subject to the limitations of this Article.

8.3. The Chairman of the Board of Directors/Managers.

8.3.1 Upon the selection of the initial directors, the Management Board shall choose, by lot, one Director/Manager who will serve an initial term of one year, one Director/Manager who will serve an initial term of two years, and one Director/Manager who will serve an initial term of three years. Thereafter, the term of each Director/Manager shall be for three years. Each Director/Manager shall hold office until the expiration of the term to which he was elected and until his successor has been selected.

8.3.2 The Management Board may designate who among those chosen as Directors/Managers will be the Chairman of the Initial Board of Directors/Managers, but if the Management Board does not so designate the Chairman of the Board of Directors/Managers, the Chairman will be chosen by the fully constituted Board of Directors/Managers.

8.4 Resignation; Removal. Any Director/Manager may resign from office at any time, such resignation to be made in writing and to take effect immediately without acceptance. A Director/Manager may be removed, with or without cause, by a majority of the Management Board.

ARTICLE 9: DISSOLUTION

The LLC may be dissolved only upon two-thirds vote of the Management Board. In the event of dissolution:

- (a) All assets in excess of the amount needed to satisfy existing indebtedness of the

company (and if such assets are in excess of the amount needed to satisfy existing indebtedness of the LLC) shall become the property of the Tribe; but

- (b) If such assets are insufficient to satisfy the indebtedness of the company, such indebtedness shall be paid pro-rata, that is in proportion to the amount of the indebtedness owed to any individual creditor; except that the following creditors shall be entitled to priority in the order listed: Federal taxes owed to employees, secured creditors in accordance with any written security agreement, and then general creditors.

ARTICLE 10: ORGANIZERS

The organizers of this LLC are:

Clarence O'Berry, President & CEO

David Charging, Chairperson

Darrell Cummings, Vice Chairperson

Harriet Good Iron, Secretary/Treasurer