

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

- WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS,** The Constitution of the Three Affiliated Tribes generally 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,** The Tribal Business Council of the Three Affiliated Tribes has consistently advocated the creation of new projects for the purpose of decreasing the high unemployment rate on the Fort Berthold Reservation; and
- WHEREAS,** The Tribal Business Council of the Three Affiliated Tribes has created a one hundred percent (100%) wholly-owned tribal corporation, to wit: "Mandaree Electronics," for the purpose of creating employment and economic revenues; and
- WHEREAS,** It is the considered judgment of the Tribal Business Council of the Three Affiliated Tribes to assist and support the endeavors of Mandaree Electronics in the obtainment of a United States Direct Loan through the Bureau of Indian Affairs; and
- WHEREAS,** Section 16 and 17 of the Indian Reorganization Act (25 U.S.C. Secs. 476, 477) provides the authorization for the Three Affiliated Tribes to lease trust land in accordance with said provisions of law and with the approval of the Secretary of the Interior; and
- WHEREAS,** Section 3 of Article IX of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to lease tribal land, with the approval of the Secretary of the Interior, for such periods of time as permitted by law; and
- WHEREAS,** The Corporate Charter of the Three Affiliated Tribes in order to promote and further the economic development of the Tribes specifically authorizes and empowers the Three Affiliated Tribes, pursuant to Section 5(b), (1), and (2), to lease land within the exterior boundaries of the Fort Berthold Reservation in accordance with the approval of the Secretary of the Interior; and

- WHEREAS,** The Tribal Business Council of the Three Affiliated Tribe is hereby acting pursuant to its corporate powers in the lease of the Mandaree Community Center building, including the land consisting of 2.5 acres, more or less, which is hereby described as follows: Section 11, Township 149 North, Range 94 west, NW 1/4, SE 1/4, SE 1/4, SW 1/4.; and
- WHEREAS,** Mandaree Electronics, a wholly-owned corporation of the Three Affiliated Tribes has negotiated the terms and conditions with the Bureau of Indian Affairs for the approval of a United States Direct Loan which is providing funding for the Mandaree Electronics project; and
- WHEREAS,** The Bureau of Indian Affairs is willing to enter into a loan agreement with the Three Affiliated Tribes, Mandaree Electronics, Inc., provided certain criteria are met; and
- WHEREAS,** It is the considered judgment of the Tribal Business Council that said criteria for loan approval regarding the requisite security for the loan are fair and reasonable considering the benefits which will be generated by the project; and
- NOW, THEREFORE, BE IT RESOLVED,** The Tribal Business Council of the Three Affiliated Tribes hereby approves a ten (10) year business lease on the following described property: Section 11, Township 149 North, Range 94 West, NW 1/4, SE 1/4, SE 1/4, SW 1/4 containing 2.5 acres, more or less, to the Bureau of Indian Affairs; and
- BE IT FURTHER RESOLVED,** That the Tribal Business Council of the Three Affiliated Tribes hereby authorizes the Tribal Chairman to enter into a Use Agreement with the Bureau of Indian Affairs on the above described property.

**C E R T I F I C A T I O N**

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, 4 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 18th day of October, 1990; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Dated the 27th day of October, 1990.

Yel Lone Feghly  
Secretary, Tribal Business Council

**ATTEST:**

Edward Lone Feghly  
Chairman, Tribal Business Council

## **LEASE AGREEMENT**

**THIS AGREEMENT**, made and entered into on this 18th day of October, 1990, by and between the Three Affiliated Tribes, Tribal Business Council, whose principal place of business is located in New Town, North Dakota (hereinafter referred to as Lessor), and Mandaree Electronics, Inc., whose place of business is located in Mandaree, North Dakota (hereinafter referred to as Lessee),

**WITNESSETH**, that, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. Lessor does hereby lease to Lessee, for a term of ten (10) years commencing the 18th day of October, 1990, that certain property commonly known as the Mandaree Community Center located in Mandaree, North Dakota, together with that tract of land, described as the following: Section 11, Township 149 North, Range 94 west, NW 1/4 SE 1/4 SE 1/4 SW 1/4, comprising approximately 2.5 acres, more or less, on which said property is situated.

2. Lessor hereby agrees to lease said property to Lessee for the period described hereinabove in consideration for the sum of One Dollar (\$1.00).

3. Lessee agrees that it shall take all such actions as are necessary to commence full business activity on the leased premises within a period of one (1) month from the date of commencement of this Agreement (e.g., purchase and installation of new equipment, purchase of inventory, and renovation and repair of existing facilities).

4. Lessee hereby, agrees to comply with the rules, policies and requirements of Lessors Management of said property, to wit. Mandaree, Incorporated. Lessee shall submit to Mandaree, Inc., all appropriate documentation (e.g., bills, vouchers, work statements) identifying any and all such renovation expenses as having been incurred by Lessee. Lessee agrees to have completed said renovation of the property to the full and complete satisfaction of Mandaree, Inc., by the 20th day of April, 1991.

5. Lessee agrees that it shall assume exclusive liability for payment of all utility services provided to the leased premises, including, but not limited to, electricity, propane, water, sewer and garbage collection.

6. Lessor agrees that it shall maintain adequate building insurance on the leased premises. It shall be incumbent upon Lessee to maintain adequate personal liability insurance coverage on the leased premises, including insurance coverage on the contents thereof.

7. Lessee agrees that Lessor shall be totally exempt from any and all liability for any damage or injury to person or property caused by or resulting from electricity, gas, water, rain, ice or snow, and any leak or flow from or into any part of the leased prem-

ises and from any damage or injury resulting or arising from any other cause or happening whatsoever, unless the damage or injury is caused by or due to the negligence of Lessor.

8. Lessee agrees that Lessor shall be held totally harmless from any and all liability for any and all indebtedness incurred by Lessee in the operation of its business on the leased premises.

9. Lessor hereby authorizes Lessee to encumber its leasehold interest in the premises for the purpose of borrowing capital thereof pursuant to such authorization contained in 25 C.F.R. Sec. 162.12(c).

10. Lessor and Lessee shall have the right to terminate this Agreement, upon thirty (30) days written notice, in the event that the other party should default in the satisfaction of any of the obligations of such party set forth in this Agreement.

11. Lessor and Lessee agree that this Agreement shall automatically terminate upon any occurrence beyond the control of Lessor which would render impossible the continued performance by Lessor of any of its obligations set forth in this Agreement.

12. This Agreement may, from time to time, be modified or amended, but only upon the written concurrence therewith of each party.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands in duplicate on the year and day first written above.

**LESSOR:**

  
**Chairman, Three Affiliated Tribes**

**LESSEE:**

  
**President, Mandaree Electronics**

**USE AGREEMENT  
BY AND BETWEEN  
THREE AFFILIATED TRIBES  
AND THE  
BUREAU OF INDIAN AFFAIRS**

It is hereby agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 1990, be and between the Three Affiliated Tribes and the Bureau of Indian Affairs, that in consideration of one dollar (\$1.00) to be paid upon the execution of this agreement and on each anniversary date thereafter, the Bureau of Indian Affairs assigns the full and exclusive use of their leasehold interest in the \_\_\_\_\_ to the Three Affiliated Tribes.

The assignment of use shall remain in full force and effect until the earlier of the following: 1) Mandaree Electronics defaults on the loan agreement regarding the project, or 2) the expiration of the Lease Agreement dated October 20, 1990. For the purpose of this agreement the conditions for default shall be the same as those of the security agreement to which this agreement is attached to and made a part of.

It is further agreed that the Three Affiliated Tribes shall assume any and all liabilities that the Bureau of Indian Affairs may have assumed as a result of acquiring the above described property as collateral for the U.S. Direct Loan for Mandaree Electronics.

IN WITNESS WHEREOF, the Bureau of Indian Affairs and the Three Affiliated Tribes have hereunto affixed their hands and seals, the day and year first above written.

Two witnesses to each signature:

\_\_\_\_\_  
P.O. \_\_\_\_\_

\_\_\_\_\_  
Bureau of Indian Affairs  
Credit Department

\_\_\_\_\_  
P.O. \_\_\_\_\_

*Sharon A. Fredricks*  
\_\_\_\_\_  
P.O. *Box 562 Mandaree ND*

*Edward Y. Jones*  
\_\_\_\_\_  
Authorized Representative  
Three Affiliated Tribes

*Judy Blackhawk*  
\_\_\_\_\_  
P.O. *Box 1068 New Town ND*