

**CROW TRIBAL LEGISLATURE
MARCH 13, 2007 SPECIAL SESSION**

JOINT ACTION RESOLUTION NO. JAR07-01

INTRODUCED BY CARL E. VENNE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND
THE CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

**“FINAL APPROVAL OF THE CERTIFICATE OF ORGANIZATION
AND OPERATING AGREEMENT
OF
APSAALOOKE ENERGY COMPANY, LLC.”**

WHEREAS, under Article V, Section 2(a) of the Constitution, the Legislative Branch has the power and the duty to promulgate and adopt laws, resolutions, ordinances, codes, regulations and guidelines in accordance with the Constitution and federal laws for the governance of the Crow Tribe, providing for the manner of sale disposition, lease or encumbrance of Tribal assets and providing for the licensing of members and non-members for various purposes; and

WHEREAS, under Article V, Section 2(c) of the Constitution, the Legislative Branch has the power and the duty to adopt legislation chartering instrumentalities of the Crow Tribe for the purposes of economic development, housing, education or other purposes not inconsistent with the Constitution; and

WHEREAS, under Article V, Section 2(f) of the Constitution, the Legislative Branch has the power and the duty to “grant final approval or disapproval of limited waivers of sovereign immunity by the Executive Branch when waivers are necessary for business purposes provided that a process for such approval or disapproval may be established by legislation;” and

WHEREAS, the Legislature has enacted and the Chairman of the Executive Branch has approved the Apsaalooke Limited Liability Company Act, CLB07-06, in order to promote economic development for the Crow Tribe and its members, to raise the standard of living and education for all Tribal members, and to obtain the highest value possible for the Tribe’s natural resources, which authorizes the formation of Tribally-owned LLC’s, under Tribal law, for managing the Tribe’s business activities separate from the affairs of Tribal Government, with the ability to enter into legally-binding contracts and commercial relationships without the need for Tribal Government action; and

WHEREAS, opportunities exist to develop the Crow Tribe's abundant coal, oil and gas, coalbed natural gas, limestone, bentonite, wind and hydro energy, and other natural resources owned by the Crow Tribe, including the construction and operation of power plants and other processing and conversion facilities; and

WHEREAS, in order to obtain the highest value for the Tribe's natural resources, it is necessary and desirable that the Tribe form and operate a limited liability company that is able to form wholly-owned subsidiaries and other companies with outside entities for the purposes of developing the Crow Tribe's natural resources and conducting other business activities in the best interests of the Crow Tribe;

NOW THEREFORE, BE IT RESOLVED BY THE LEGISLATURE AND THE EXECUTIVE BRANCH OF THE CROW TRIBE:

Section 1. That the Certificate of Organization and the Operating Agreement of Apsaalooke Energy Company, LLC (the "Company"), attached hereto and incorporated herein by reference, are hereby approved.

Section 2. That the Company is vested with all the powers, duties and privileges conferred on such a limited liability company by the Apsaalooke Limited Liability Company Act, and the Company is further authorized to grant limited waivers of its sovereign immunity in accordance with the Act and its Operating Agreement.

Section 3. That the Organizer is authorized to file the Company's Certificate of Organization and the Operating Agreement with the Office of the Secretary of the Executive Branch, and thereafter to organize and conduct such business as is authorized under the Act and the Operating Agreement.

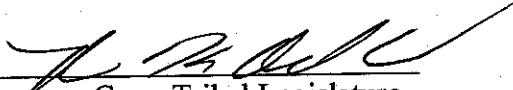
Section 4. That this Resolution shall be effective immediately upon its enactment and approval by the Chairman of the Executive Branch.

CERTIFICATION

I hereby certify that this Joint Action Resolution granting "FINAL APPROVAL OF THE CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT OF APSAALOOKE ENERGY COMPANY, LLC" was duly approved by the Crow Tribal Legislature with a vote of 10 in favor, 5 opposed, and 1 abstained and that a quorum was present on this 14th day of March, 2007.


Speaker of the House
Crow Tribal Legislature

ATTEST:

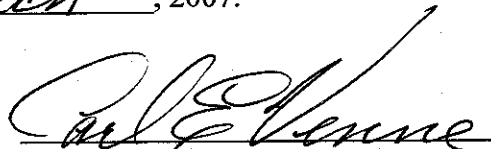

Secretary, Crow Tribal Legislature



EXECUTIVE ACTION

I hereby
 approve,
 veto

this Joint Action Resolution granting "FINAL APPROVAL OF THE CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT OF APSAALOOKE ENERGY COMPANY, LLC" pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 and Article IV, Section 3(k) of the Constitution and Bylaws of the Crow Tribe of Indians on this 19 day of March, 2007.


Chairman, Executive Branch
Crow Tribe of Indians

"Final Approval of the Certificate of Organization
And Operating Agreement of Apsalooke Energy Company, LLC."

Bill or Resolution Number JAR67-01 Introduced by Executive Date of Vote March 14, 2007
Branch

Representative:	Yes	No	Abstained
L. Plain Bull		✓	
O. Costa		✓	
V. Crooked Arm	✓		
M. Not Afraid	✓		
R. Iron			✓
B. House	✓		
E. Fighter	✓		
L. Costa	✓		
L. Hogan		✓	
S. Fitzpatrick	✓		
K. Real Bird	✓		
M. Covers Up		✓	
L. Not Afraid			
B. Shane	✓		
J. Stone	✓		
D. Wilson			
R. Old Crow <i>Secretary of the House</i>	✓		
D. Goes Ahead <i>Speaker of the House</i>		✓	
Totals:	<u>10</u>	<u>5</u>	<u>1</u>

Result of Vote:

Passed Not Passed Tabled Veto Override

Signature Officer: Carlson Gasch Date: 3-14-07

**OPERATING AGREEMENT
OF
APSAALOOKE ENERGY COMPANY, LLC**

A Limited Liability Company Wholly Owned by the Crow Tribe

This Operating Agreement has been approved by the Crow Tribal Legislature and the Chairman of the Executive Branch pursuant the Apsaalooke Limited Liability Act and JAR07-01 as of March ____, 2007.

**ARTICLE I
DEFINITIONS, NAME AND TERM**

1.1. Definitions. In addition to the terms defined elsewhere in this Operating Agreement, the following definitions shall apply:

(a) "Act" means the Apsaalooke Limited Liability Act, Title 18, Chapter 5 of the Crow Law and Order Code, as amended from time to time, and any successor to such statute.

(b) "Agreement" means this Operating Agreement of Apsaalooke Energy Company, LLC, as amended from time to time.

(c) "Board" means the Board of Managers of the Company acting pursuant to the authority conferred upon them by this Agreement.

(d) "Cash Flow" means all cash receipts of the Company during any year, other than capital contributions of the Tribe, less the sum payments of principal and interest on indebtedness of the Company (including working capital loans), all cash expenditures made in connection with the Company's business including, without limitation, capital expenditures, and all payments to Reserves to the extent such payments and expenditures are made from such cash receipts. Cash Flow shall be determined separately for each fiscal year.

(e) "Chairman" means the Chairman of the Executive Branch of the Crow Tribe.

(f) "Company" means the Apsaalooke Energy Company, LLC, a limited liability company organized under the Act and wholly owned by the Crow Tribe.

(g) "Fiscal Year" means the Company's fiscal year, which shall be October 1 to September 30.

(h) "Legislature" means the Crow Tribal Legislature.

(i) "Manager(s)" means one or more of the persons appointed to manage the Company under Article III of this Agreement.

(j) "Member" means the Crow Tribe as sole Member of the Company.

(k) "Profits and Losses" mean the income or loss of the Company determined in accordance with Generally Accepted Accounting Principles.

(l) "Reserves" mean, with respect to any fiscal year, any funds set aside or amount allocated during such year to reserves for Company expenses, both ordinary and capital, liabilities and operations, subject to the approval of the Member if the amount set aside in such reserves exceeds the amount required to be maintained pursuant to Section 18-5-405 of the Act..

(m) "Tribe" means the Crow Tribe of Montana.

1.2. Formation. Effective March ____, 2007, pursuant to Joint Action Resolution JAR07-01, the Chairman and the Speaker of the House organized the Company by executing and filing the Certificate of Organization with the Office of the Tribal Secretary pursuant to the Apsaalooke Limited Liability Act.

1.3. Name and Principal Place of Business. The name of the Company is Apsaalooke Energy Company, LLC. The principal place of business of the Company is 1 Bacheeitché Avenue, Crow Agency, Montana 59022 or such other place as the Board designates from time to time.

1.4. Designated Office and Agent for Service of Process. The Company's designated office is 1 Bacheeitché Avenue, Crow Agency, Montana 59022 and its agent for service of process is William C. Watt, 1 Bacheeitché Avenue, P.O. Box 340, Crow Agency, Montana 59022. The Company may change its designated office and/or agent for service of process from time to time as provided under the Act.

1.5. Term. The term of the Company shall be perpetual, or until the Company is dissolved or merged in accordance with the provisions of this Agreement and/or the Act.

ARTICLE II BUSINESS OF THE COMPANY

2.1. Business of the Company. The business of the Company shall be:

(a) To manage the development of the Tribe's energy and other mineral resources, including but not limited to coal, oil and gas, coalbed natural gas, limestone, bentonite, wind and hydro energy, and to obtain the highest possible value for such resources through further processing and value-added activities, and ownership of such projects including through the formation of subsidiary companies and joint venture companies with other entities;

(b) To accomplish any lawful purpose which shall at any time appear conducive or expedient for the protection or benefit of the Company and its assets;

(c) To exercise all the powers necessary to or reasonably connected with the Company's business, which may be legally exercised by limited liability companies under the Act; and

(d) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

2.2. No Commitment of Trust Resources. Nothing in this Agreement is intended to allow the commitment of Tribal trust resources or other assets of the Crow Tribe without approval of the Legislature and the Chairman of the Executive Branch pursuant to the Constitution and Bylaws of the Crow Tribe of Indians, and subject to other Tribal and federal law.

ARTICLE III MANAGERS

3.1. Authority of Managers. Except as otherwise provided in this Agreement and subject to the consent or approval of the Member with respect to those matters requiring such consent or approval under the terms of this Agreement, the management of the Company shall be vested in the Board of Managers selected in accordance with Section 3.5. The Managers shall exercise their management authority over the Company as provided in this Agreement; provided, however, that until a full Board of Managers is selected, or during any period of time in which the majority of the Manager positions on the Board is vacant, all affairs of the Company shall be managed by the Tribe as member acting through Member Resolutions adopted in the manner provided in Section 18-5-1130 of the Act..

3.2. Roles of Individual Managers. (a) In addition to their collective management responsibility, which shall be exercised as described in Section 3.3 of this Agreement, each Manager shall possess the particular authority and discharge the specific responsibilities as the Board may delegate to the individual Manager.

(b) The Board shall choose a Chairperson and Chief Executive from among the Managers. The Chairperson/Chief Executive shall have voting authority over all matters coming before the Board.

(c) The Managers may delegate their responsibilities to officers or other personnel of the Company, but shall continue to be responsible for the discharge of the delegated authority. The Managers may serve as officers in addition to their positions as Managers.

3.3. Manager Meetings. The Managers shall meet at least monthly, and at other times at the request of any of them, to (i) discuss their individual activities and responsibilities; (ii) by majority vote, to authorize major business actions, subject to Member consent or approval where specifically required by this Agreement; (iii) adopt projections and business plans; and (iv) review and monitor achievement of goals and objectives described in the Company's business plans and projections.

3.4. Business Plans and Projections. (a) At least sixty (60) days before the commencement of each fiscal year of the Company, the Managers shall submit to the Chairman and the Legislature: (i) a three (3) year strategic business plan; (ii) an operating business plan for the coming fiscal year; and (iii) financial projections for the coming fiscal year. After considering any comments on the proposed business plans and projections from the Chairman and the Legislature, the business plans and projections will be finalized and shall be a guide and measure of Company performance for the following fiscal year. The Managers shall provide a quarterly report to the Chairman and the Legislature within thirty (30) days of the close of each fiscal quarter of the Company comparing actual and projected results of operations, analyzing the performance of the business plan, and stating reasons for any material variance between actual and projected performance.

(b) At least each fiscal quarter, the Board shall meet with the Legislature and the Executive Branch officers to discuss the Company's operations and other matters of mutual interest and concern.

3.5. Appointment and Replacement of Managers. (a) The Board of Managers of the Company shall consist of five (5) members, selected by the Tribe as Member as follows:

(i) persons meeting the qualifications for directors specified in the Act shall be appointed by the Chairman;

(ii) such persons shall be confirmed by majority vote of the Legislature, at a special meeting called for that purpose (which may but need not be during a regular session of the Legislature) within ten (10) days after the Chairman's appointment.

(b) Upon selection of the initial managers, the managers shall choose by lot three managers who shall serve an initial term of two years, and two managers who shall serve an initial term of three years. Thereafter, the term of each manager shall be for three years. Each manager shall hold office until the expiration of the term to which he was elected and until his successor has been selected and qualified. Vacancies on the board of managers shall be filled in the manner stated above for the remainder of their unexpired terms.

(c) Any manager may resign from office at any time by notifying the Company in writing, and such resignation shall take effect immediately without acceptance. A manager may be removed only for good cause by Member Resolution adopted in the manner provided in Section 18-5-1130 of the Act.

**ARTICLE IV.
SOVEREIGN IMMUNITY AND LIMITED WAIVERS.**

4.1 Sovereign Immunity. Pursuant to Section 18-5-1104 of the Act, the Crow Tribe of Indians hereby confers on the Company all of the Tribe's rights, privileges and immunities concerning federal, state, and local taxes, regulation and jurisdiction, and sovereign immunity from suit, to the same extent that the Tribe would have such rights, privileges and immunities if it engaged in the activities undertaken by the Company.

4.2 Limited Waivers of the Company's Sovereign Immunity. (a) The Company shall have the power to sue and is authorized to consent to alternative dispute resolution mechanisms such as arbitration or mediation and to consent to be sued in the Crow Tribal Court, provided, however, that no such consent shall be effective against the Company unless such consent is:

- (1) explicit;
- (2) contained in a written contract or commercial document to which the Company is a party; and
- (3) specifically approved by Member Resolution of the Tribe.

(c) Any consent to suit may limit the court or courts in which suit may be brought, the matters that may be made the subject of the suit, the party or parties entitled to bring suit, the type of relief or amount of recovery available, and the assets or revenues of the Company against which any judgment may be executed.

(d) Consent to suit by the Company shall in no way extend to an action against the Crow Tribe, nor be deemed a waiver of any rights, privileges and immunities of the Tribe. No recourse shall be had against any assets or revenues of the Crow Tribe in order to satisfy the obligation of or any judgment against the Company.

**ARTICLE V.
CAPITAL**

5.1. Initial Contributions to Capital by Member. The Tribe as Member shall contribute cash and property to the Company as an initial capital contribution. The property transferred shall be listed on an inventory, which has been approved by the Member and accepted by the Board of Managers acting on behalf of the Company.

5.2. No Further Liability. The Tribe shall not be required to make any additional capital contributions, and the Tribe shall have no liability to creditors of the Company.

5.3. Working Capital Contributions and Loans. It is intended that the Company will operate separately from the Tribe and will not require continuing financial support from the Tribe. However, it may be necessary to obtain funding for working capital and/or capital acquisitions by the Company. If independent financing facilities are not available to the Company, the Tribe may provide such funding through loans or capital contributions on such terms and conditions as shall be agreed between the Managers on behalf of the Company and the Tribe as Member.

ARTICLE VI PROFITS AND LOSSES, DISTRIBUTIONS, CAPITAL ACCOUNTS

6.1. Profits and Losses. All Profits and Losses shall be allocated to the Tribe as the sole Member.

6.2. Distributions Prior to Dissolution. All Cash Flow shall be distributed to the Tribe, at least quarterly unless otherwise approved by the Member, and subject to the limitations on distributions in Section 18-5-405 of the Act.

6.3. Distribution Upon Dissolution and Winding Up. Upon dissolution and winding up of the Company, the assets of the Company after payment of the debts and obligations of the Company and the funding of any Reserves shall be distributed to the Tribe.

ARTICLE VII COMPENSATION TO MANAGERS, EMPLOYMENT POLICIES AND BENEFITS

7.1. Generally. Managers shall be entitled to reasonable and competitive compensation for services rendered to the Company, but only to the extent approved in advance by the Tribe acting as Member.

7.2. Reimbursement of Expenses. The Company shall reimburse the Managers and other employees for all out-of-pocket expenses they incur or have incurred on behalf of the Company or in connection with the business of the Company pursuant to policies approved in advance by the Board.

7.3. Employment Policies and Benefits. The Company shall operate in accordance with such personnel policies and procedures and employee compensation and benefit plans as may be adopted by the managers, as the same may be amended from time to time.

ARTICLE VIII MANAGEMENT

8.1. Management. (a) The business and affairs of the Company shall be managed by its Managers acting as set forth in this Article and in Article III subject to approval and consent of the Member on those matters specified herein. Decisions relating to the business and affairs of the Company, other than those that are clearly routine or incidental to the day-to-day conduct of the Company's business, shall be made by majority vote of the Managers. The Managers are hereby authorized to take any action and make any decision with their areas of authority delegated to them by the Board pursuant to Section 3.2 that is clearly routine or incidental to the day-to-day conduct of the Company's business. The following types of actions and decisions are not incidental to the day-to-day conduct of the Company's business and require the consent or approval of the Member:

- (i) election and removal of managers and fixing their compensation;
- (ii) ratification of actions of the board of managers, approving retention of profits and cash flow by the Company, indemnification of managers, officers, employees and agents of the Company, and Member requests for audits and inspection of the Company's records;
- (iii) extraordinary matters (i.e., amendments of the Operating Agreement, sale or lease of assets not in the regular course of business, dissolution or merger);
- (iv) granting limited waivers of the Company's sovereign immunity;
- (v) formation of Tribal subsidiary LLC's in which the Company is the sole member, and formation of jointly-owned companies as defined in Section 18-5-1106 of the Act, including approval of the Operating Agreements or other governing documents for such companies;
- (vi) voting the Company's interest as member of any Tribal subsidiary LLC or jointly-owned company; and
- (vii) authorizing Tribal Court actions to compel the distribution of profits or to enjoin ultra vires acts.

(b) The Managers shall manage and control the business of the Company in accordance with generally accepted business standards and the provisions of Article III, and shall devote such time to the Company's business as shall be reasonably necessary.

(c) The Managers shall not be liable, responsible, or accountable in damages or otherwise to the Company for any acts performed or omitted by them in good faith except for acts or omissions which constitute gross negligence or willful misconduct. The Managers shall be indemnified and held harmless by the Company, to the extent of the Company's assets, against obligations and liabilities arising or resulting from or incidental to the management of the Company's affairs, provided that no Manager shall be entitled to indemnification hereunder for acts or omissions constituting gross negligence or willful misconduct. Any such indemnification shall only be from the assets of the Company. The Company may also purchase and maintain insurance on behalf of the Managers as authorized by Section 18-5-408 of the Act.

8.2. Restrictions on Powers of Managers. No Manager, attorney-in-fact, employee, or agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, to make distributions, or to render it pecuniary liable for any purpose unless authorized to act with respect to such matter in accordance with this Article and Article III.

8.3. Meetings. Annual and Special meetings of the Tribe as sole Member, for any purpose or purposes, unless otherwise prescribed by the Act, may be held and called as provided in Section 18-5-1131 of the Act.

8.4. Informal Action. The Managers may take any and all actions which they are required or permitted to take concerning the conduct of the business of the Company without a meeting if the action is evidenced by one or more written consents describing the action take and signed by all of the managers.

8.5. Administrative and Professional Services. As an entity separate from the Tribe, the Company shall either contract with independent professionals for accounting, legal, and other services which the Company may require; or may contract with the Tribe to obtain such services from the Tribal departments on such terms as shall be agreed between the Managers on behalf of the Company and Chairman of the Executive Branch.

ARTICLE IX ACCOUNTING AND BANK ACCOUNTS

9.1. Books. The Company shall maintain books and records which shall be kept at the principal office of the Company or such other place designated by the Member. The Tribe as sole Member shall have access to and the right to inspect and copy such books and records at any time pursuant to a Member Resolution adopted pursuant to Section 18-5-1130 of the Act.

9.2. Accounting and Reports. Within sixty (60) days after the end of each fiscal year, the Managers shall deliver to the Tribe, (i) an audited balance sheet as of the end of such fiscal year and (ii) an audited statement of income for such fiscal year, both of which shall be prepared in accordance with Generally Accepted Accounting Principles.

9.3. Bank Accounts. The Company shall open and maintain bank accounts in which only funds of the Company shall be deposited. The funds in such accounts shall be disbursed solely for the business of the Company. Withdrawals from any Company bank account shall be made only upon the signature of such person or persons as the Managers may designate from time to time.

9.4. Method of Accounting. The books and records of the Company shall be maintained on the accrual method of accounting in accordance with Generally Accepted Accounting Principles.

ARTICLE X DISSOLUTION AND WINDING UP

10.1. Dissolution. The Company shall dissolve on the happening of any of the following events:

(a) Written direction of the Member to dissolve the Company, provided, however, that if the Legislators have passed a member resolution for dissolution of the Company and the Chairman has disapproved or failed to approve such dissolution resolution, the Chairman's disapproval shall be subject to the override and referendum procedures set forth in Article V, Section 8, of the Constitution and applicable Tribal law implementing said Constitutional provision; or

(b) By decree of judicial dissolution of the Crow Tribal Court pursuant to the Act.

10.2. Procedure for Dissolution and Winding Up. Upon the dissolution of the Company, a balance sheet shall be prepared by the Company's accountant and furnished to the Tribe within a reasonable time after dissolution. The Managers shall proceed with reasonable promptness to wind up the business of the Company. If the Managers are directed by the Member to sell Company assets, they shall be required to do so promptly but shall have discretion to determine the time and manner in which the sale shall be made, giving due regard to general financial and economic conditions.

ARTICLE XI MISCELLANEOUS

11.1. Notices. All notices shall be in writing and deemed given when deposited in the United States Mail, first class postage paid, addressed to the party at his/her then recorded address reflected in the records of the Company; provided, that notices of meetings of the Member shall be given as provided in Section 18-5-1131 of the Act.

11.2. Entire Operating Document. This Agreement contain the entire statement of the terms and conditions upon which the Company shall be organized and operated and supersedes any prior acts or statements with respect thereto.

11.3 Decisions by Tribe as Member. All decisions, approvals and actions which the Tribe as member is authorized to take with respect to the Company shall be made by concurrence of the Legislature and Chairman through a Member Resolution adopted pursuant to Section 18-5-1130 of the Act, except as provided in Section 10.1(a) of this Agreement regarding dissolution of the Company. Selection and removal of Managers shall be done pursuant to Section 3.5 of this Agreement.

11.4. Successors in Interest. Except as otherwise provided, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors, and assigns of any of the parties affected.

11.5. Execution of Additional Documents. The Managers are authorized to execute and deliver such instruments necessary to comply with any laws, rules, or regulations relating to the formation of the Company or the conduct of business by the Company in any jurisdiction outside of the Tribe.

11.6. Jurisdiction. The Crow Tribal Court shall possess exclusive jurisdiction over all matters and controversies regarding the interpretation and implementation of this Agreement

11.7. Governing Law. This Agreement shall be governed exclusively by its terms and by the laws of the Crow Tribe and specifically the Act.

11.8. Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the remainder of this Agreement shall be enforceable to the fullest extent permitted by law. In addition, any provision of this Agreement, which is construed to cause the Company to be taxed as an entity under the federal tax law shall be repealed, limited, or construed in a manner which will allow the Company to qualify as an entity which is not treated as separate from its owner, the Tribe, for federal tax purposes.

11.9. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

ARTICLE XII AMENDMENTS

12.1. Amendment. This Operating Agreement may be amended by Member Resolution adopted in the manner provided in Section 18-5-1130 of the Act.

Approval: This Operating Agreement was approved pursuant to Joint Action Resolution JAR07-01 on March _____, 2007.

Filing: Filed pursuant to the Apsaalooke Limited Liability Act and Joint Action Resolution JAR07-01 on this ____ day of _____, 2007.

Secretary, Crow Tribe Executive Branch

**CERTIFICATE OF ORGANIZATION
OF
APSAALOOKE ENERGY COMPANY, LLC**

As authorized by the Crow Tribe of Indians, a federally-recognized Indian Tribe, pursuant to its inherent sovereign powers, its Constitution and Bylaws, and the Apsaalooke Limited Liability Company Act (the "Act") codified in the Crow Law and Order Code, Title 18, Chapter 5, and pursuant to Joint Action Resolution No. JAR07-01, approved on March 19th, 2007, the organizers hereby cause this Certificate of Organization to be filed with the Office of the Tribal Secretary for the purpose of creating the limited liability company described herein.

Article 1.

The name of the limited liability company is Apsaalooke Energy Company, LLC.

Article 2.

The street address and mailing address of the Company's initial designated office is 1 Bacheeitché Avenue, Crow Agency, Montana 59022.

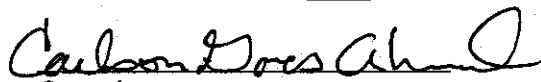
Article 3.

The name of the Company's agent for service of process is William C. Watt, his street address is 1 Bacheeitché Avenue, Crow Agency, Montana 59022 and his mailing address is P.O. Box 340, Crow Agency, Montana 59022.

Article 4.

Apsaalooke Energy Company, LLC is wholly owned by the Crow Tribe, and shall possess the Crow Tribe's sovereign immunity, subject to limited waivers as authorized by the Company's Operating Agreement.

IN WITNESS WHEREOF, this certificate of organization has been executed by the organizers on March ____, 2007.


Organizer

Organizer

Filed pursuant to the Apsaalooke Limited Liability Act and Joint Action Resolution JAR07-01 on this ____ day of March 2007.

Tribal Secretary

**CERTIFICATE OF ORGANIZATION
OF
APSAALOOKE ENERGY COMPANY, LLC**

As authorized by the Crow Tribe of Indians, a federally-recognized Indian Tribe, pursuant to its inherent sovereign powers, its Constitution and Bylaws, and the Apsaalooke Limited Liability Company Act (the "Act") codified in the Crow Law and Order Code, Title 18, Chapter 5, and pursuant to Joint Action Resolution No. JAR07-01, approved on March ____, 2007, the organizers hereby cause this Certificate of Organization to be filed with the Office of the Tribal Secretary for the purpose of creating the limited liability company described herein.

Article 1.

The name of the limited liability company is Apsaalooke Energy Company, LLC.

Article 2.

The street address and mailing address of the Company's initial designated office is 1 Bacheeitché Avenue, Crow Agency, Montana 59022.

Article 3.

The name of the Company's agent for service of process is William C. Watt, his street address is 1 Bacheeitché Avenue, Crow Agency, Montana 59022 and his mailing address is P.O. Box 340, Crow Agency, Montana 59022.

Article 4.

Apsaalooke Energy Company, LLC is wholly owned by the Crow Tribe, and shall possess the Crow Tribe's sovereign immunity, subject to limited waivers as authorized by the Company's Operating Agreement.

IN WITNESS WHEREOF, this certificate of organization has been executed by the organizers on March ____, 2007.

Organizer

Organizer

Filed pursuant to the Apsaalooke Limited Liability Act and Joint Action Resolution JAR07-01 on this ____ day of March, 2007.

Tribal Secretary

**CERTIFICATE OF ORGANIZATION
OF
APSAALOOKE ENERGY COMPANY, LLC**

As authorized by the Crow Tribe of Indians, a federally-recognized Indian Tribe, pursuant to its inherent sovereign powers, its Constitution and Bylaws, and the Apsaalooke Limited Liability Company Act (the "Act") codified in the Crow Law and Order Code, Title 18, Chapter 5, and pursuant to Joint Action Resolution No. JAR07-01, approved on March 19th, 2007, the organizers hereby cause this Certificate of Organization to be filed with the Office of the Tribal Secretary for the purpose of creating the limited liability company described herein.

Article 1.

The name of the limited liability company is Apsaalooke Energy Company, LLC.

Article 2.

The street address and mailing address of the Company's initial designated office is 1 Bacheitche Avenue, Crow Agency, Montana 59022.

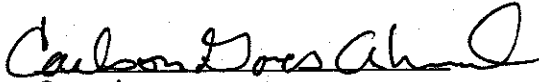
Article 3.


The name of the Company's agent for service of process is William C. Watt, his street address is 1 Bacheitche Avenue, Crow Agency, Montana 59022 and his mailing address is P.O. Box 340, Crow Agency, Montana 59022.

Article 4.

Apsaalooke Energy Company, LLC is wholly owned by the Crow Tribe, and shall possess the Crow Tribe's sovereign immunity, subject to limited waivers as authorized by the Company's Operating Agreement.

IN WITNESS WHEREOF, this certificate of organization has been executed by the organizers on March 20, 2007.


Organizer


Organizer

Filed pursuant to the Apsaalooke Limited Liability Act and Joint Action Resolution JAR07-01 on this 20 day of March 2007.


Tribal Secretary