

NAVAJO NATION LIMITED LIABILITY COMPANY ACT

CERTIFICATE OF ORGANIZATION

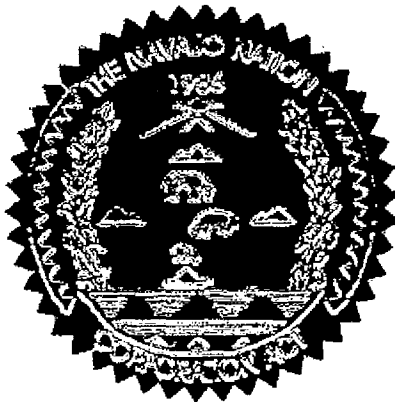
To all to Whom these Presents Shall Come, Greeting:

I, the Manager of the Business Regulatory Department, DO HEREBY CERTIFY that

*****NAVAJO TRANSITIONAL ENERGY COMPANY, LLC*****
File Number 101665

a Limited Liability Company organized under the laws of the Navajo Nation, was on the Third day of May, 2013, authorized to transact business within the Navajo Nation as a DOMESTIC Limited Liability Company.

I FURTHER CERTIFY that this Limited Liability Company has filed all affidavits and required documents and paid all filing fees required and, therefore, is registered as a Domestic Limited Liability Company with the Navajo Nation.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navajo Nation Limited Liability Company Act at Window Rock, Arizona, this Third

day of May, 2013 A.D.

Manager, Business Regulatory Department

RESOLUTION OF THE
22ND NAVAJO NATION COUNCIL

22ND NAVAJO NATION COUNCIL - THIRD YEAR, 2013

FILED
File Number 101665
MAY 03 2013
[Signature]
Navajo Nation Corporation Act
Department Manager

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT AND BUDGET AND FINANCE;
APPROVING: (I) THE CREATION, FORMATION, ORGANIZATION,
ESTABLISHMENT, AND OPERATION OF THE NAVAJO TRANSITIONAL ENERGY
COMPANY, LLC (HEREINAFTER, THE "COMPANY"), PURSUANT TO THE
NAVAJO NATION LIMITED LIABILITY COMPANY ACT, 5 N.N.C. § 3600 et
seq.; (II) THE GRANT AND EXTENSION OF THE NAVAJO NATION'S
SOVEREIGN IMMUNITY TO THE COMPANY PURSUANT TO THIS ENABLING
LEGISLATION, AND NAVAJO LAW, INCLUDING WITHOUT LIMITATION, 1
N.N.C. § 551 et seq., 2 N.N.C. § 101 et seq., AND 5 N.N.C. §
3600 et seq.; (III) THE DISCRETION TO RELATE, AFFILIATE, AND
ASSOCIATE WITH AN EXISTING NAVAJO NATION SECTION 17 CORPORATION,
OR A SUBSIDIARY OF AN EXISTING NAVAJO NATION SECTION 17
CORPORATION, OR ALTERNATIVELY, WITH THE APPROVAL OF THE NAVAJO
NATION GOVERNMENT, TO INCORPORATE AS A SECTION 17 CORPORATION
PURSUANT TO 25 U.S.C. § 477, AS AMENDED; (IV) THE EMPOWERMENT OF
THE COMPANY TO EXECUTE, ENTER, AND PERFORM COMMERCIALY
REASONABLE AND ECONOMICALLY VIABLE AGREEMENTS IN THE BEST
INTERESTS OF THE COMPANY AND THE NAVAJO NATION, INCLUDING
WITHOUT LIMITATION, A STOCK PURCHASE AGREEMENT TO ACQUIRE THE
ENTIRETY-ONE-HUNDRED-PERCENT(100%)- OF THE STOCK OF A BUSINESS
ORGANIZATION OR ORGANIZATIONS, WHICH IS NECESSARY FOR THE
ACQUISITION AND OWNERSHIP OF THE NAVAJO MINE; AND (V) THE
EMPOWERMENT OF THE COMPANY TO ACT TO EFFECTUATE THE MERGER OR
MERGERS OF BUSINESS ORGANIZATIONS FOR THE ACQUISITION AND
OWNERSHIP OF THE NAVAJO MINE, AND CONTINUING OPERATION OF THE
COMPANY IN THE BEST INTERESTS OF THE NAVAJO NATION AND THE
NAVAJO PEOPLE.

BE IT ENACTED:

Section A. Approval of the creation, formation, organization,
establishment empowerment, authorization, and
operation of the Company

1. Pursuant to 5 N.N.C §102, the Navajo Nation Council hereby
approves the creation, formation, organization,

- establishment, and operation of the Company, which will, subject to the limitations set forth herein, act as an arm and subordinate instrumentality of the Navajo Nation to exercise all of the powers granted herein and otherwise available, including without limitation, the benefits, protections, and defenses associated with sovereign immunity, and authorities of association and affiliation with a sovereign entity, with accountability to the Navajo People, through their elected and appointed representatives, and the Navajo Nation; and
2. The Navajo Nation's approval of the creation, formation, organization, establishment, and operation is for the protection and promotion of the Navajo People's and the Navajo Nation's economic and financial best-interests, which are tied and related to mining operations within the Navajo Nation, as a means to ameliorate the economic, financial, and social conditions of the Navajo People and the Navajo Nation; and
 3. The Navajo Nation, through the approval and execution of this legislation by the Navajo Nation Council and the President of the Navajo Nation, establishes and declares the Company as an instrumentality of the Navajo Nation, which, subject to the conditions of existing Navajo law, and those set forth herein, is entitled to all of the privileges, immunities, protections, and authorities of the Navajo Nation; and
 4. The Navajo Nation approves the creation, formation, organization, establishment, empowerment, and operation of the Company pursuant to Navajo law, including without limitation, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §3600 et seq., 1 N.N.C. §551 et seq., 2 N.N.C. §101 et seq., and all other relevant statutes, resolutions, decisions, rules, orders, regulations, and policies; and the Company's Articles of Organization and Operating Agreement, which are attached hereto collectively as Exhibit "A" (hereinafter, referred to as the "Operating Agreement"); and
 5. The Navajo Nation declares that the creation of the Company is necessary and desirable for the Navajo Nation to implement the transactions, functions, and actions contemplated by this legislation; to strictly limit the Navajo Nation's and the Company's liabilities and exposures; and to promote the development of the Navajo

- Nation's resources and new sources of energy, power, transmission and attendant resources to develop the economic, financial, social and cultural well-being of the Navajo People and the Navajo Nation; to promote the economic vitality of the Navajo Nation through the production of goods and services, to facilitate management of the Navajo Nation's interests in the development of its energy portfolio and market; and to steer the Navajo Nation into a more efficient, productive, vital, and sustainable energy portfolio and market in the best interests of the future generations of the Navajo Nation; and
6. The Navajo Nation declares that the creation of the Company is also for the purposes of facilitating, assisting, promoting, and protecting the Navajo Nation's authorities, duties, and functions to protect the Navajo People and the Navajo Nation, with regard to the Navajo Nation's land, air, water, natural, and economic resources; and
 7. The Company is created and enabled to support, improve, and promote the economic, financial, tax, and revenue interests of the Navajo People, the Navajo Nation, and affiliates, through management and development of the Navajo Nation's conventional, alternative, and renewable energy resources, in cooperation with other Navajo Nation entities, in accordance with full exercise of the Navajo Nation's inherent sovereignty, in furtherance of the federal government's policy of Navajo Nation economic development, self-sufficiency, self-determination, and autonomous economic development and growth, and consistent with existing and future Navajo Nation environmental, labor, and resources utilization laws, regulations, orders, rules, and policies; and
 8. The Company is created to, and shall, invest and re-invest no-less-than ten-percent (10%) of Net Income, as defined in the Operating Agreement, into the research and development of renewable and alternative sources of energy, storage, and transmission technologies and facilities, with priority given to solar technologies and facilities and attendant storage and transmission capacity, and in accordance with responsible financial and commercial management of the Company's obligations and best-interests; and
 9. The Company shall have, and is granted and extended, the Navajo Nation's sovereign immunity from suit, with the

authority to waive the Company's immunity from suit on a limited, transaction-by-transaction basis, in conformity with this legislation and its constituent documents, as these may be amended and supplemented from-time-to-time, including the clear and express authority to limitedly waive any defense of the Company, its directors, employees, attorneys, or agents may otherwise assert that federal, state, or tribal law requires exhaustion of tribal court and administrative remedies prior to suit against the Company in a judicial, administrative, arbitral, or other body or tribunal having proper jurisdiction over the subject matter and the parties; and

10. The Company shall have, and is granted and extended, the Navajo Nation's tax and financial status pursuant to applicable law, subject to such modifications, supplements, or restatements that may be made by the Navajo Nation; and

Section B. Approval of the Company's acquisition of business organizations to acquire the entirety of the stock of a business organization or business organizations for the acquisition and ownership of the Navajo Mine, and related actions

11. The Company is empowered and authorized to conduct and complete all necessary due diligence investigations; enter, execute, and perform all agreements necessary to implement and facilitate the acquisition and ownership of the Navajo Mine; and
12. The Company is empowered and authorized to enter, execute, and perform all commercially reasonable and economically viable agreements attendant to the acquisition and ownership of the Navajo Mine to promote the Navajo People's, the Navajo Nation's, and the Company's best-interests; and
13. The Company is empowered and authorized to effectuate acquisitions and mergers of business organizations, and if determined appropriate by the Navajo Nation and the Company, to affiliate with a Navajo Nation entity or entities, as the case may be pursuant to future circumstances, and effectuate a merger into a Section 17 Corporation chartered pursuant to 25 U.S.C. §§477, as amended, by the same name; and
14. The Company is further empowered and authorized to take appropriate actions to ensure the continuing operation of the Navajo Mine and the Company into the future, in the

most efficient, productive, and profitable manners possible, which shall be in the best-interests of the Navajo People, the Navajo Nation, and the Company; and

Section C. Approving and stating conditions associated with the Company's existence and operation

15. The Navajo Nation retains all rights, powers, authorities, and immunities possessed and enjoyed as a sovereign entity and governmental institution. Nothing herein, within the Operating Agreement, within any future documents or instruments associated with the Company, or any act or omission of the Company, shall be asserted, interpreted, or otherwise understood to constitute any waiver whatsoever of any of the Navajo Nation's rights, powers, or authorities, and immunities as a sovereign entity and governmental institution; and
16. Nothing herein, within the Operating Agreement, within any future documents or instruments associated with the Company, or any act or omission of the Company, shall be asserted, interpreted, or otherwise understood to constitute any waiver of the Navajo Nation's sovereign immunity from suit whatsoever, whether express or implied, beyond that already clearly and unequivocally provided as a matter of Navajo Nation statutory law pursuant to the Navajo Sovereign Immunity Act, 1 N.N.C. §551 et seq., and the Navajo Nation Arbitration Act, 7 N.N.C. §1101 et seq; and
17. Nothing herein, within the Operating Agreement, within any future documents or instruments associated with the Company, or any act or omission of the Company, shall create any obligation, indebtedness, or recourse to the property or assets, whether held in trust or otherwise, of the Navajo Nation whatsoever; and no action by the Company shall permit or authorize the sale, encumbrance, or transfer of any of the Navajo Nation's, or any of its entities' and affiliates' property and assets, whether held in trust or otherwise, or any interest therein whatsoever, other than those of the Company; and
18. Subject to the conditions set forth herein, in the Operating Agreement, and in any future organizational or governing documents or instruments associated with the Company, the Company, its Management Committee and Management Committee Members, as these terms are defined in the Operating Agreement, and its other officers, employees,

and agents shall be immune from suit for actions performed in an official capacity; and

19. Except as otherwise clearly and expressly provided for herein or to the extent the Company, exercising express authority in a manner provided for in this legislation or other applicable Navajo law, or the Operating Agreement, and in accordance with properly approved and executed agreements, the Company's property and assets are exempt from any levy or execution; and
20. The Company is authorized to waive the Company's immunity from suit or other compulsory dispute resolution procedure in accordance with the Operating Agreement. Any waiver of the Company's immunity from suit shall be clearly and expressly stated and consistent with the procedural and substantive requirements provided for in Sections C(20) through C(23) hereof and the Operating Agreement, and shall expressly state that such waiver does not apply to the Navajo Nation; and
21. Any limited, clearly, and expressly defined waiver of the Company's immunities from suit shall require at least ten (10) calendar days' notice of the transaction, agreement, and specific provision providing for any limited waiver being provided to the Company's Management Committee, the Office of the Speaker of the Navajo Nation Council, the Office of the President of the Navajo Nation, and the Navajo Nation Department of Justice. Any limited, clearly, and expressly defined waiver of the Company's immunities from suit shall satisfy all procedural and substantive requirements provided for herein and within the Operating Agreement; and the failure to satisfy such requirements shall render any purported waiver of the Company's sovereign immunity void *ab initio*; and
22. Approval of the same specific limited waiver of each the Company's immunities from suit shall require an affirmative vote of at least five (5) of the Company's seven (7) total Management Committee Members; and
23. Only the properties, assets, revenues, and income held by, or in the name of, the Company shall be subject (to the extent otherwise permitted herein and by law) to the debts, obligations, or other liabilities created, incurred, or guaranteed by the Company. The Navajo Nation's properties and assets, whether held in trust or otherwise, or any interest therein whatsoever, shall not be subject to, or impacted by

this legislation, the Operating Agreement, the Company's additional governing documents, its associated and approved instruments, or any transaction or agreement executed for or by the Company, including without limitation, any and all agreements or other documents entered into, issued, or made in connection with the Company's acquisition and ownership of the Navajo Mine, and the Company's continued operations and functions thereafter; and

Section D. General and Miscellaneous Provisions; Directives

24. The duration of the Company shall be perpetual; and
25. The Company is designed, created, formed, organized, established, empowered, and authorized to act as a subordinate instrumentality of the Navajo Nation, and to promote and enhance the self-determination and self-reliance of the Navajo Nation and the Navajo People with all rights, privileges, immunities, powers, protections, authorities, and purposes granted herein. The Company shall endeavor to contribute to the improvement and enhancement of the economic and financial conditions, and the standards of living for the Navajo People and the Navajo Nation; and
26. The Company is empowered to acquire, create, control, administer, operate, facilitate operation of, oversee, and develop all facilities, infrastructure, improvements, property, assets, and interests necessary, convenient, efficient, and prudent for accomplishment of the purposes herein and the Operating Agreement. The Company is empowered to control, own, operate, conduct oversight of operation, and develop energy resources, tangible and intangible property, assets, and interests within and outside the boundaries of the Navajo Nation, and on possessory interests in lands selected by the Navajo Nation pursuant to the Navajo-Hopi Land Settlement Act, meaning leasehold interests, subject to such actions being provided for, authorized by, or not otherwise prohibited by applicable Navajo Nation law; and
27. The principal place and headquarters of business and the offices of the Company shall be within the Navajo Reservation, with preference to be and operate at or near Window Rock, Navajo Nation. The Company may also establish and maintain offices at such other places as the Company, through its duly authorized officers, may from time-to-time direct, or as the activities of the Company may require; and

28. The Company is further authorized and empowered to do everything necessary, proper, advisable, or convenient for the accomplishment of the purposes herein, including, without limitation, implementation of the Operating Agreement; and to do all things incidental thereto, or connected therewith, which are not forbidden by applicable law or this legislation; and
29. The Company's seven (7) Management Committee members shall be selected in accordance with the Operating Agreement. Thereafter, the seven (7) members' appointments and confirmations shall be effectuated in accordance with the Operating Agreement; and
30. Each of the Company's Management Committee Members after the initial Members' terms have concluded, shall be selected in accordance with the Operating Agreement, and in consultation with the Company's membership representatives, which shall serve in a capacity of shareholder representatives in a corporation, and such rules as the Company may adopt, amend, or supplement in the future; and
31. The Company's Management Committee Members shall hire or ratify the Company's Management Committee Executive, as that term is defined in the Operating Agreement; and
32. Each of the Company's Management Members, officers, employees, and agents shall be subject to Navajo Nation laws and regulations; and
33. Each of the Company's Management Committee Members shall have substantial knowledge, understanding, and competency in the energy industry; and the Management Committee as a whole shall possess substantial knowledge, understanding, and competency in the energy industry, with particular knowledge, understanding, and competency in coal, alternative and renewable resources for power and energy; commercial management and operation experience in the energy industry; substantial knowledge, understanding, and competency in economics, corporate finance, accounting, law, business management, engineering, geophysics, geology, or similar disciplines; substantial knowledge, understanding, and competency in mining, production of coal, and mechanics of coal mining operations; substantial knowledge, understanding, and competency of commercial and mining operations within Navajo Indian Country; and
34. Each of the Management Committee Members shall not be a public official of the Navajo Nation as defined in 2 N.N.C.

- §3743, as amended, including without limitation Navajo Nation Council delegates, Chapter officials, grazing committee members, commissioners, land board members, farm board members, or school board members; be an employee of the federal, any state, county, municipal, or any other government; be a director (or commissioner) of any other Navajo Nation owned enterprise, industry, authority, corporation, or instrumentality; provided that the requirements shall not apply to any consecutive renominations or confirmations; be any person who has been convicted or entered a plea of *nolo contendere* to any felony or gross misdemeanor in any court, including without limitation those involving dishonesty or moral turpitude, extortion, embezzlement, theft, violation of fiduciary duty, bribery, perjury, or fraud; provided, that any misdemeanor shall be limited to the last ten (10) years of such person's history; be any person who violates or has violated the requirements of the Navajo Nation Ethics in Government Law, 2 N.N.C. §3741 *et seq.*, as amended, provided that any such violation shall be limited to the last ten (10) years of such person's history; or be any person who has declared bankruptcy or been adjudicated bankrupt or insolvent; and
35. The Company may conduct activities in the Navajo Nation and any other jurisdictions; and
 36. The Company may participate with other persons in joint ventures, or other associations, transactions, or arrangements; and
 37. The Company may appoint officers, agents, engineers, auditors, accountants, appraisers, counsel, and other professional consultants as may be needed from time-to-time; and also define their duties and compensation; and
 38. The Company shall require the bonding of all officers, agents, or employees responsible for the handling or safeguarding of funds, property, and other assets of the Company; and
 39. The Company is authorized to acquire (by purchase, exchange, lease, hire, or otherwise) use, improve, manage, operate, and sell, lease, or mortgage, either alone or in conjunction with others having an interest therein, real estate of every kind, character, and description, and any interest therein, necessary or incidental to the purposes of the Company; and

40. The Company is authorized to deal in personal property, including intangibles; and to acquire (by purchase, application, transfer, exchange, lease, hire, or otherwise), hold, own, manage, operate, mortgage, pledge, hypothecate, exchange, sell, deal in, and dispose of, either alone or in conjunction with others, personal property, including without limitation, equity securities and inventions, copyrights, trademarks, trade secrets, patents, and other intangibles, and interests therein, of every kind, character, and description; and
41. The Company is authorized and empowered to enter into, make, perform, carry out, cancel, and rescind contracts for any lawful purpose pertaining to its purposes and activities; and
42. The Company is authorized and empowered to generate revenues, raise capital, borrow money, make, guarantee and issue debt, and to secure payment thereof by pledge of, or lien on, all or any fixtures, personalty, revenues, incomes, contracts, or other property and income; and to accept grants or loans; and to expend the proceeds thereof; and
43. The Company is empowered and authorized to create subdivisions, sub-entities, and subsidiaries for purposes of separating and furthering the Company's purposes; and
44. The Company shall have, as applicable, one member, shareholder, and owner, which shall be the Navajo Nation; and any grant, sale, encumbrance, or hypothecation of shares shall be void *ab initio*; and
45. The Company shall have a Management Committee comprised of seven (7) persons, who shall be governed by 5 N.N.C. §§3640-42; and the Company's and the Navajo Nation's relationship shall be governed by 5 N.N.C. §§3650-60, the Operating Agreement, and this legislation; and
46. The Navajo Nation may capitalize the Company with an initial capital contribution to be determined by agreement between the Navajo Nation and the Company, corresponding financing agreements, and a schedule of contributions and distributions; and
47. The Navajo Nation shall be entitled to reimbursement from the Company of any capital contribution; and

Section E. Directive to the Navajo Nation Office of the Attorney General for the Creation of the Company

48. The Navajo Nation Office of the Attorney General shall immediately make application and take all actions necessary for the Navajo Nation Division of Economic Development's Business Regulatory Department to furnish a Certificate of Existence for the Navajo Transitional Energy Company, LLC, in accordance with this legislation, the Articles of Organization, and the Operating Agreement; and
49. The Navajo Nation Office of the Attorney General and the Navajo Nation Washington Office shall also immediately make application and take all actions necessary for approval by the United States of any actions necessary and convenient for the Company's acquisition and ownership of the Navajo Mine, and continued operation of the Company; and

Section F. Savings, Severability, and Survivability Clause

50. Should any provision herein be determined invalid by the Navajo Nation Supreme Court, all other provisions not determined to be invalid shall remain in force and effect; and
51. Any employee or official of the Navajo Nation with a conflict of interest shall be removed as the organizer or signor of the Articles of Incorporation, Operating Agreement or other documents before final approval and filing; and
52. NTEC shall ensure at the time of cessation of the mining activities at both Navajo and San Juan mines and closure of Four Corners Power Plant and San Juan Generating Station that water Permit #2838 shall revert to the Navajo Nation.

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

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 17 in favor and 4 opposed, this 29th day of April 2013.




Edmund Yazzie Speaker Pro Tem
Navajo Nation Council

Motion: Honorable Jonathan Nez
Second: Honorable Lorenzo Bates

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I hereby sign into law the foregoing legislation, pursuant to 2 N.N.C. §1005 (C) (10), on this 30 day of April 2013.



Ben Shelly, President
Navajo Nation

2. I hereby veto the foregoing legislation, pursuant to 2 N.N.C. §1005 (C) (11), this _____ day of _____ 2013 for the reason(s) expressed in the attached letter to the Speaker.

Ben Shelly, President
Navajo Nation

ARTICLES OF ORGANIZATION
OF
THE LIMITED LIABILITY COMPANY
NAVAJO TRANSITIONAL ENERGY COMPANY, LLC

The undersigned, acting as organizer of the Navajo Transitional Energy Company, LLC, a limited liability company duly organized pursuant to the Navajo Nation Limited Liability Company Act, 5 N.N.C. § 3600 *et seq.*, adopts the following Articles of Organization:

ARTICLE ONE – NAME:

The name of the limited liability company is: "Navajo Transitional Energy Company, LLC".

ARTICLE TWO – DURATION

The period of duration for the Navajo Transitional Energy Company, LLC is perpetual and at-will until the limited liability company is otherwise merged into a Navajo Nation business organization and instrumentality of the same name – the "Navajo Transitional Energy Company" – that may be chartered pursuant to 25 U.S.C. § 477 (2012).

ARTICLE THREE – PURPOSE:

The Navajo Transitional Energy Company, LLC is organized for the purposes of performing any lawful business activity in accordance with its creating & enabling legislation, which is attached hereto as Exhibit "A," and Operating Agreement, which is attached hereto as Exhibit "B."

ARTICLE FOUR – REGISTERED AGENT, PLACE OF BUSINESS, & ADDRESSES:

The physical address of the initial registered agent for the Navajo Transitional Energy Company, LLC is:

The Navajo Nation Office of the Attorney General
Harrison Tsosie, Attorney General
Dana Bobroff, Deputy Attorney General
Bureau of Indian Affairs Club Building
Window Rock, Navajo Nation (Arizona) 86515

The mailing address of the initial registered agent for the Navajo Transitional Energy Company, LLC is:

The Navajo Nation Office of the Attorney General
Harrison Tsosie, Attorney General

EXHIBIT "A"
CAP-20-13

Dana Bobroff, Deputy Attorney General
Post Office Box 2010
Window Rock, Navajo Nation (Arizona) 86515

The physical address of the principal place of business of the Navajo Transitional Energy Company, LLC is:

The Navajo Nation Office of the Attorney General
Harrison Tsosie, Attorney General
Dana Bobroff, Deputy Attorney General
Bureau of Indian Affairs Club Building
Window Rock, Navajo Nation (Arizona) 86515

ARTICLE FIVE – MEMBER MANAGEMENT:

The Navajo Transitional Energy Company, LLC is a single-member limited liability company, which is a wholly-owned instrumentality of the Navajo Nation, with the single ownership interest holder and member being the Navajo Nation. The Navajo Nation's membership/ownership interest is represented by the Member Representatives (who are also referred to as the Membership Representatives), who are selected pursuant to the Navajo Transitional Energy Company, LLC's creating & enabling legislation and Operating Agreement.

Authority for management of the business affairs, operations, and functions of the Navajo Transitional Energy Company, LLC is vested in the Management Committee Members, who shall be and are selected pursuant to the Navajo Transitional Energy Company, LLC's creating & enabling legislation and Operating Agreement.

ARTICLE SIX – ANNUAL REPORTS & NO ARTICLES OF TERMINATION FILED:

No annual reports or articles of termination have been filed for the Navajo Transitional Energy Company, LLC. The Navajo Transitional Energy Company, LLC shall file its required annual report(s) with The Navajo Nation Division of Economic Development Business Regulatory Department within the appropriate dates henceforth.

ARTICLE SEVEN – FEES, TAXES, & PENALTIES; COMPLIANCE WITH THE LAW:

The Navajo Nation Division of Economic Development Business Regulatory Department's issuance of a Certificate of Existence to the Navajo Transitional Energy Company, LLC, as reflected and demonstrated by the mark of the Navajo Nation Division of Economic Development Business Regulatory Department below, shall also reflect payment of required fees to the Navajo Nation by the Navajo Transitional Energy Company, LLC.

The Navajo Transitional Energy Company, LLC currently owes no taxes, penalties, or additional fees or assessments to the Navajo Nation. The Navajo Transitional Energy

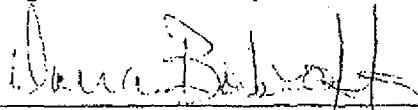
EXHIBIT "A"
CAP-20-13

Company, LLC shall pay all required Navajo Nation fees, taxes, and penalties henceforth, as these become relevant and being owed to the Navajo Nation by the Navajo Transitional Energy Company, LLC. Furthermore, the Navajo Transitional Energy Company shall abide by all applicable criminal, civil, and regulatory laws of the Navajo Nation.

ARTICLE EIGHT – EXECUTION & FILING OF ARTICLES OF ORGANIZATION:

These Articles of Organization are to be effective upon filing with the Navajo Nation Division of Economic Development Business Regulatory Department, as of the date of execution provided herein.

Organizer-the Navajo Transitional Energy Company, LLC:



Date: 5.1.13

Harrison Tsosie, Attorney General
Dana Bobroff, Deputy Attorney General
Office of the Attorney General
The Navajo Nation
Bureau of Indian Affairs Club Building
Post Office Box 2010
Window Rock, Navajo Nation (Arizona) 86515-2010
Telephone: (928) 871-6937
Facsimile: (928) 871-6200

Navajo Nation
Division of Economic Development
Post Office Box 663
Window Rock, AZ 86515



Business Regulatory Dept
(928) 871-7365
871-6714
Fax: (928) 871-7381

NAVAJO NATION LIMITED LIABILITY COMPANY ACT

ARTICLES OF ORGANIZATION

1. The Name of the organization¹: NAVAJO TRANSITIONAL ENERGY COMPANY, LLC
2. Known place of business: NAVAJO NATION DEPARTMENT OF JUSTICE, BIA CLUB BUILDING, POST OFFICE BOX 2010, WINDOW ROCK, NAVAJO NATION (AZ) 86515
3. The name and street address of the statutory agent²: BIA CLUB BUILDING, POST OFFICE BOX 2010, WINDOW ROCK, NAVAJO NATION (AZ) 86515

Name

DANA BOBROFF

Address BIA CLUB BUILDING, POST OFFICE BOX 2010

City WINDOW ROCK

State AZ

Zip 86515

FILED

File No. 101665
MAY 03 2013

Navajo Nation Limited Liability Act
Department Manager

Acceptance of Appointment by Statutory Agent:

I Dana Bobroff, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Navajo Nation Limited Liability Company Act.

Agent Signature: Dana Bobroff

4. Purpose of this Limited Liability Company is to provide the following services:
To act as an arm and subordinate instrumentality of the Navajo Nation in accordance with CAP-21-13, to perform several lawful functions, including without limitation support and promote the economic, financial, tax, and revenue interests of the Navajo Nation. This Company's purpose is otherwise to perform any lawful act in accordance with CAP-21-13.
5. Dissolution: The latest date of Dissolution:
 The latest date to dissolve _____ (Please enter month, day and four digit year).
 The Limited Liability Company is Perpetual, unless otherwise converted or merged into a Section 17 Corporation formed pursuant to 25 U.S.C. 477, as amended.

¹ Footnote - See 12 NNC § 3605 (A)

Contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C." OR "LC". The word "limited" may be abbreviated as "ltd." And the word "company" may be abbreviated as "co.".

² If the statutory agent has a PO Box, please also provide a physical address or description of the location.

6. Management Structure: (Check one box only)

A. RESERVED TO THE MEMBER(S)
IF RESERVED TO THE MEMBER(S), YOU MAY SELECT ONLY THE MEMBER BOX FOR EACH MEMBER LISTED.

B. VESTED IN MANAGER(S)
IF VESTED IN THE MANAGER(S), AT LEAST ONE ENTRY BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name Dana Bobroff

Name _____

Member Manager (as statutory agent)

Member Manager (only if "B" is selected above)

Address: BIA Club Bldg., P.O. Box 2010

Address: _____

City, Window Rock State, AZ, Zip: 86515

City, _____ State, _____, Zip: _____

Name _____

Name _____

Member Manager (only if "B" is selected above)

Member Manager (only if "B" is selected above)

Address: _____

Address: _____

City, _____ State, _____, Zip: _____

City, _____ State, _____, Zip: _____

IF YOU NEED MORE SPACE FOR LISTING MEMBERS/MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

Executed this 3rd day of May, 2013

Executed by: Dana Bobroff Print Name: Dana Bobroff

NAVAJO TRANSITIONAL ENERGY COMPANY, LLC
If signing on behalf of a company, please print the company name here.

Phone Number: (928) 871-6345

Fax Number: (928) 871-6177