

**BYLAWS
OF
SX^wNQÉ?ELS L SUWÉČM / KSUKŁIŁMUMAŁ ʼA·KAŁMUKWAʼITS
ENERGY KEEPERS, INCORPORATED**

Article I: Shareholder's Meetings

A. Shareholder's Meetings. There will be two biannual shareholder's meetings each year for the transaction of business of Sx^wnqé?els l suwéčm / Ksukłiłmumał ʼA·kałmukwaʼits, d.b.a. Energy Keepers, Incorporated ("Corporation") as may properly come before it held at the offices of the Confederated Salish and Kootenai Tribes ("CSKT") in Pablo, Montana, or at such place on the Flathead Indian Reservation as will be set forth in the notice of each meeting. The biannual shareholder's meetings will be held in the months of January and July of each year. Pursuant to the Corporation's Charter, the Corporation's only shareholder is CSKT (the "Shareholder"). The Shareholder will exercise all of its rights as the Shareholder through the CSKT Tribal Council in accordance with its bylaws and when acting in such capacity the CSKT Tribal Council is hereinafter referred to as the Shareholder's Representative.

B. Special Meetings. A special Shareholder's meeting may be called at any time by a majority of the duly elected members of the CSKT Tribal Council when functioning collectively in their capacity as the Shareholder's Representative, a majority of the Board of Directors, the Chair of the Board, or the Corporation's Chief Executive Officer.

C. Notice Requirements. The Secretary will give reasonable advance written notice of not less than five business days stating the date, time, and place of a Shareholder's meeting to the Shareholder. In addition, the Secretary will provide a courtesy copy of the notice at the same time to each member of the Shareholder's Representative. In the case of a special Shareholder's meeting, the notice must state the purpose for which the special meeting is called and identify by name whom, or at whose direction, the meeting is called. Written notice by the Corporation to the Shareholder is effective when mailed first-class mail, postage prepaid, and correctly addressed in the name of the Shareholder at P.O. Box 278, Pablo, Montana 59855. The courtesy copy of notices to the members of the Shareholder's Representative may be mailed to the same address. The term "Secretary" as used herein refers to that certain Board officer whose office is established pursuant to Article III Section G of these Bylaws.

D. Waiver of Notice. Any requirement for notice in these Bylaws, in federal law, or in CSKT law may be waived, in writing, by any person or persons entitled to such notice. The waiver of notice may be executed before, during, or after the meeting or event. A quorum of the members of the Shareholder's Representative may waive any notice requirement for a special Shareholder's meeting, before or after the date of such special meeting, by delivering a written waiver to the Secretary signed by each member of said quorum. Attendance by an individual member of the Shareholder's Representative at any

Shareholder's meeting constitutes waiver of his or her right to notice or claim to defect in the notice unless the member specifically objects at the meeting in a timely fashion.

E. Quorum. The presence of a majority of the members of the Shareholder's Representative is necessary to constitute a quorum for the transaction of business at all Shareholder's meetings.

F. Voting. When an action of the Shareholder is required under the Corporation's Federal Charter of Incorporation or these Bylaws, or is deemed necessary by the Shareholder, then the action of a majority of the members of the Shareholder's Representative who are present at a meeting at which a quorum is present will be the action of the Shareholder, unless the action of a greater number is required elsewhere in these Bylaws. Each member of the Shareholder's Representative, including the member presiding at a meeting of the Shareholder, will be entitled to one vote. The aforementioned voting procedures will also apply to Shareholder ratification of amendments to these Bylaws.

G. Remote Participation. The members of the Shareholder's Representative may participate in a Shareholder's meeting by means of any communications equipment that provides for all persons participating in the meeting to hear one another during the meeting. Any member of the Shareholder's Representative so participating will be deemed to be present for purposes of establishing a quorum and for all other meeting purposes.

H. Action Without a Meeting. Any action that the Shareholder is required or permitted to take at a Shareholder's meeting may be taken without a meeting if the action taken is in a writing signed by all of the members of the Shareholder's Representative who would be entitled to vote on the action at a meeting.

I. Ratification of Incorporator's Contracts and Obligations. Any contract, transaction, or act of the Incorporators of the Corporation will, to the extent permitted by law, be valid and binding upon the Corporation.

Article II: Directors

A. Establishment and General Powers. The Corporation will have a Board of Directors ("Board"). The business and affairs of the Corporation will be managed and controlled by the Board.

B. Composition. The Board will consist of five Directors, but may have fewer Directors if there are temporary unfilled vacancies. The number of Directors may be increased or decreased from time to time by amendment to these Bylaws. No decrease in the number of Directors will have the effect of shortening term of office of any incumbent Director. The Board will include:

1. three Directors who are enrolled members of CSKT and who have expertise in the field of energy or related matters; and

2. Directors who are interested in the economic and social development of CSKT and who have expertise in the field of energy or related matters.

C. Minimum Qualifications. To be eligible for consideration for appointment as a Director a candidate must: be a natural person, be eighteen years of age, not have been convicted of a felony in any jurisdiction; and be able to pass any personnel security clearance required by agencies with jurisdiction over any facility that is owned, operated, and/or managed by the Corporation.

D. Additional Considerations Regarding Qualifications. It is reasonable, prudent, and in the best interest of the Corporation to seek candidates for the Board who can contribute certain qualities, skills, and backgrounds, including:

1. Recognition in the CSKT community as being fair, thoughtful, and mindful of the best interests of CSKT as a result of having provided demonstrable leadership in a CSKT enterprise or other CSKT initiative that involved complex issues of importance to the membership of CSKT;
2. Knowledge and experience necessary to develop, manage, and maintain an energy-related business enterprise as a result of having attained the educational and professional background necessary to accomplish demonstrable success and exhibit demonstrable leadership within the energy industry with increasing responsibility and recognition at a senior management or executive level; and/or
3. Knowledge and experience necessary to administer the financial aspects of a business enterprise as a result of having attained the educational and professional background necessary to accomplish demonstrable success and exhibit demonstrable leadership within the financial sector of the business community with increasing responsibility and recognition at a senior management or executive level.

E. Classification and Term of Office.

1. The Directors will be divided into three classes, designated Class A, Class B, and Class C as follows:
 - a. Class A consists of one Director who will have an initial term in office expiring December 31, 2013, or until her/his successor is appointed and takes office.
 - b. Class B consists of two Directors who will have an initial term in office expiring December 31, 2014, or until her/his successor is appointed and takes office.
 - c. Class C consists of two Directors who will have an initial term in office expiring December 31, 2015, or until her/his successor is appointed and takes office.
2. After the expiration of the initial term of Class A, Class B, and Class C Directors, the term of office for each of said classes will be three years commencing on the day following the expiration date of the immediately preceding term of each class.

F. Appointment/Reappointment. Directors will be appointed by the Shareholder and will be eligible for reappointment.

G. Resignation. A Director may resign from the Board at any time, either by oral tender of resignation at any meeting of the Board or by tendering written notice thereof to the Secretary. Such resignation will take effect at the time specified therein, and, unless

otherwise specified, acceptance of such resignation by the Board will not be necessary to render it effective. The Secretary will immediately notify the Shareholder of any resignation.

H. Removal. A Director may be removed by the Shareholder at a meeting of the Shareholder, called expressly for that purpose, whenever, in the judgment of the Shareholder the best interests of the Corporation will be served by such removal.

I. Vacancies. A Director position is vacant whenever the incumbent dies, resigns, fails to attend three consecutive meetings of the Directors without a good excuse, has been removed pursuant to these Bylaws, and/or ceases to have capacity to hold the position under any other provision of law. A vacancy occurring on the Board, and any Directorship that needs to be filled by reason of increase in the number of Directors, will be filled by appointment by the Shareholder. A Director appointed to fill a vacancy will be appointed for the unexpired term of the Director who vacated the vacant position.

J. Regular Meetings. The Board will hold a regular meeting not less than once each month for the purpose of reviewing operations, and the transaction of such other business as may properly come before the meeting. At each monthly meeting the Board will review the preceding month's operations, make plans for the succeeding month's operations, elect officers and/or transact such other business as may properly come before the meeting. The Board will adopt a policy setting a day and time for each of the minimum number of regular monthly meetings and any other regular meetings the Directors wish to establish. If the day scheduled for the regular meeting falls on a day designated as a holiday by the Tribal Council, or is otherwise inconvenient or unsatisfactory in the opinion of the Board or the Chair, then the Chair may schedule another date in lieu of the regularly scheduled meeting date.

L. Special Meetings. The Chair of the Board or any three members of the Board may call a special meeting of the Board. Special meetings will be held at the time and place specified by the person or persons calling such a special meeting.

M. Notice. Except as otherwise provided hereafter in this section, the Secretary will provide reasonable advance notice of not less than five business days of meetings of the Board in a writing delivered in person or mailed to each Director at his or her place of business or other address designated by a Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, postage prepaid. Unless otherwise specified in these Bylaws, neither the business to be transacted nor the purpose of any meetings of the Board need be specified in the notice or waiver of notice of such meeting.

N. Waiver of Notice. Any requirement for notice in these Bylaws, in federal law, or in CSKT law may be waived, in writing, by any person or persons entitled to such notice. The waiver of notice may be executed before, during, or after the meeting or event. In lieu of formal delivered and/or mailed notice of Board meetings as required at Article III Section M, all Directors may execute a Call and Waiver Notice that operates to call a meeting of the

Board, state the date, time, and place of such meeting, and unanimously waive any further notice thereof. Any such Call and Waiver Notice will be entered in the minutes of the Corporation. The attendance of a Director at a meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

O. Quorum. A majority of Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board.

P. Manner of Acting. The action of a majority of the Directors present at a meeting at which a quorum is present will be the action of the Board, unless the action of a greater number is required elsewhere in these Bylaws. Each Director, including the Director presiding at a meeting of the Board, will be entitled to one vote. The aforementioned voting procedures will also apply to Director approval of amendments to these Bylaws.

Q. Remote Participation. A Director may participate in a Board meeting by means of any communications equipment that provides for all persons participating in the meeting to hear one another during the meeting. Any Director so participating will be deemed to be present for purposes of establishing a quorum and for all other meeting purposes.

R. Action by Unanimous Written Consent. Any action that may be taken at a meeting of the Board may be taken without a meeting if consent in writing, setting forth the action to be taken, shall be signed by all of the Directors. Such action by unanimous consent must be initiated by the Chair and all signatures of such written consent must be in the hands of the Chair within 30 days following initiation of such action.

S. Presumption of Assent. A Director who is present at a meeting of the Board will be presumed to have assented to any action taken at such meeting unless the dissent or abstention of such Director will be entered in the minutes of the meeting, or unless such Director will file her or his written dissent or abstention to such action with the person acting as the secretary of the meeting before adjournment thereof. Such right to dissent or abstain will not apply to a Director who voted in favor of such action.

T. Compensation and Expenses. Directors will be compensated for their service on the Board at rates and in amounts that are necessary to ensure that Directors with the qualifications and skills that are necessary to competently perform Board functions can be recruited and retained for service on the Board. The Board will annually review the rates and amounts of such compensation, and when appropriate, will propose adjustments regarding the rates and amounts of such compensation to the Shareholder for ratification. The Shareholder has sixty days from the date of presentment of proposed adjustments to act to ratify or reject such proposed adjustments. If the Shareholder does not take timely action in response to proposed adjustments, then the proposed adjustments will be deemed effective by inaction on the sixty-first day after presentment. Expenses incurred in connection with the performance of her or his official duties may be reimbursed to a

Director consistent with Board policy and procedure. Directors' compensation and expenses will be an expense of the Corporation.

U. Committees. The Board may, by resolution adopted by a majority of the Directors, designate one or more committees, to report to the Board on any subject matter of relevance and importance to the Corporation, each consisting of two or more Directors, to serve at the pleasure of the Board. The Board may designate one or more Directors as alternate members of any committee, who may serve in place of any member of the committee who is absent. The appointment of members or alternate members of a committee requires the vote of a majority of the Directors.

Article III: Board Officers

A. Principal Officers. The principal officers of the Board will consist of a Chair, a Vice-Chair and a Secretary (collectively referred to herein as "Board Officers"). Each Board Officer will be elected by the Board. Other officers and assistant officers as deemed necessary by the Board may be elected by the Board. The Chair and the Vice-Chair will be members of the Board. Any two or more offices may be held by the same person, except the offices of the Chair and Vice-Chair.

B. Election and Term of Office. The Board Officers will be elected annually by the Board at the first regular meeting of the Board held in October of each year. Each officer will hold office until a successor will have been duly elected and accept office, or until death, resignation, or removal.

C. Removal. Any Board Officer may be removed from office, with or without cause, by the Board when, in its judgment, the best interest of the Corporation would be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed.

D. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or other cause, may be filled by the Board for the unexpired portion of the term of office.

E. Chair. If present, the Chair will preside at the meetings of the Board. The Chair will sign, along with the Secretary, or any other officer properly authorized by the Board, any bond, loan, obligation, mortgage, deed of trust, security agreement, lease, credit enhancement agreement, contract, or other legal instrument that the Board has authorized to be executed, except in cases when the signing and execution thereof will be specially delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed and executed. The Chair will perform such other duties as from time to time may be prescribed by the Board.

F. Vice Chairman. During the absence or incapacity of the Chair, the Vice-Chair may perform the duties of the Chair, and when so acting, shall have all the powers and be

subject to all the responsibilities of the office of the Chair and shall perform such duties and functions as the Board may prescribe.

G. Secretary. The Secretary will keep or cause to be kept the minutes of the meetings of the Board of Directors, see to it that all notices are duly given in accordance with the provisions of these Bylaws, be custodian of the Corporations' records, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Chair or the Board.

H. Additional Officers. Officers and assistant officers, in addition to those described above in this Article III, who are elected by the Board will perform such duties as may be prescribed by the Chair or the Board. For purposes of these Bylaws, the term "Corporate Officers" as used herein refers to those executive level managers of the Corporation who are authorized by the Board to perform executive tasks and make executive level decisions.

I. Compensation and Expenses. The Board will, from time to time, subject to approval by the Shareholder, determine a reasonable compensation to be paid to Board Officers for time expended toward performance of their official duties. Expenses incurred by an officer in connection with the performance of her or his official duties may be reimbursed upon approval by the Board. Board Officers' compensation and expenses will be expenses of the Corporation.

Article IV. Capital, Contracts, Checks, Deposits, Finances, Plans, Distributions, Reports and Audits

A. Capital. Monetary assets of the Corporation will be derived from CSKT appropriation, Corporate borrowing, Corporate earnings, or any other accrual or transfer of funds that results in lawful investment of money in the Corporation. Non-monetary assets of the Corporation will be derived from purchase, assignment, grant, lease and/or other transfer of property to the Corporation from any other party that results in lawful vesting of title to said property in the Corporation.

B. Contracts. The Board may authorize any Corporate Officer or agent to enter into any contract or execute and deliver any legal instrument in the name of and on behalf of the Corporation. The Chief Executive Officer is pre-authorized to enter into any such power purchase and sale agreements in amounts and kinds that are consistent with the Corporation's energy risk management policy and procedures

C. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation will be signed by such Corporate Officer or Corporate Officers, agent or agents of the Corporation and in such manner as will from time-to-time be determined by the Board.

D. Deposits. All funds of the Corporation not otherwise employed will be deposited from time-to-time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

E. Financing. The Corporation, to carry out its purposes and objectives may: borrow money from any person, firm, corporation, or governmental entity; issue bonds, debentures or other obligations; execute and deliver credit enhancement agreements; enter into all necessary or desirable borrowing-related transactions; and may secure the same by any lawful means other than a landed security. Such financial commitments and related security instruments, except for those financial commitments and security instruments that are directly related to power marketing functions discussed below at Section F. of this Article IV, which exceed one million dollars in value will not be effective until approved by the Shareholder.

F. Planning and Execution. The Board will develop and approve an annual operating plan for each year that includes, among other things: energy risk management policy and procedures to be implemented by the Corporation to protect against any imprudent risk that may be created by entering into physical and financial commitments necessary to perform power marketing functions; a budget stating the Corporation's estimated revenues and expenses for the year, including payment by the Corporation of a reasonable annual charge for use and occupancy of the Tribes' lands that are used and useful in operating the Kerr Hydroelectric Project, in amounts and at times as provided in Article 39 of the FERC license for the Kerr Hydroelectric Project; and reserve fund and debt service measures to guide the Corporation in its establishment and maintenance of reserve funds as are necessary for prudent operation, maintenance, financing, and management of the Corporation and in its timely payment of financial commitments as are necessary to satisfy Corporate debts and release Corporate security interests. The Board will develop, update, and approve a five-year capital investment plan each year. The Board will present its approved operating plan and approved five-year capital investment plan to the Shareholder for Shareholder ratification at the second biannual Shareholder's meeting held in July of each year. The Corporation will implement the operating plan as approved by the Board and ratified by the Shareholder. The Corporation will acquire, compile, construct, fabricate and/or assemble only those capital assets that are identified in a five-year capital investment plan as approved by the Board and ratified by the Shareholder.

G. Disbursement. Funds not required for implementation of the annual operating plan or for implementation of the five-year capital investment plan will be disbursed to CSKT. The Chief Executive Officer of the Corporation will diligently seek to consult with the CSKT Director of Finance on or before January 1 of each year regarding standards and criteria for annual end-of-year disbursement of funds from the Corporation to CSKT and thereafter, but no later than April 1 of each year will develop such standards and criteria for presentation to the Board for its approval. The Board will diligently seek to consult with the Shareholder, then will approve, or approve with modifications, the standards and criteria for disbursement of funds recommended by the Chief Executive Officer by no later than the date of its regular meeting held in June of each year.

H. Reporting, Accounting and Financial Records. Financial and accounting records must be maintained and monthly and annual financial and operating reports must be prepared as are customary in a well-managed independent power producer business. The annual report will include the Board's and management's discussions of the past year's operations and plans and strategies of future activities. Annual financial reports must comply with the requirements that are applicable to CSKT and/or the Corporation by the terms of the Federal Energy Regulatory Commission ("FERC") license for the Kerr Hydroelectric Project, the FERC Uniform System of Accounts, and/or the Financial Accounting Standards Board's Generally Accepted Accounting Principles. Any debt issuance associated with revenues received in the Corporation's operations will be recorded on Corporation financial statements as a liability of the Corporation. The Chair of the Board, other individual Directors as determined by the Board, and/or Corporate Officers will report to the Shareholder regarding accounting and financial information requested by the Shareholder.

I. Audits. Annual financial audits will be conducted by a duly licensed public accounting firm selected by the Board or the Board's designee. A representative of the Board will present an annual audit report to the Shareholder during the first biannual Shareholder's meeting held in January of each year.

Article V. Conflict of Interest Transactions.

Directors, Corporate Officers, agents, and employees of the Corporation are obligated to give notice in writing to the Corporation of any material interest such person has in any entity that seeks to do business with the Corporation and to identify any other real or potential conflict of interest such person has or may have with regard to any contract or transaction of the Corporation. Contracts and all other transactions, including but not limited to power purchase agreements, by and between this Corporation and one or more of its Directors or Corporate Officers, or by and between this Corporation and any individual, association, business organization, or governmental entity of which one or more of the Directors or Corporate Officers of this Corporation are members, partners, officers, or directors, will be valid, binding and enforceable, and will not be voidable by this Corporation or its Shareholder notwithstanding the participation of any such interested Director or Corporate Officer in any meeting of the Board at which such contract or other transaction is considered, acted upon, or authorized, and notwithstanding the participation of any such interested Director or Corporate Officer in the making or performance of any such contract or transaction, if the material facts of such interest are disclosed to or be known by the Directors who are present at the meeting of the Board when such contract or transaction is authorized or approved and if the Board in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum.

Article VI. Indemnification of Directors Board Officers, and Corporate Officers

A. General. The Corporation will indemnify each of its Directors, Board Officers, and Corporate Officers, whether or not then in office, and her or his executor, administrator, and heirs, any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation and/or CSKT), by reason of the fact that such person is or was a Director, Board Officer, or Corporate Officer, against expenses (including attorney's fees), judgments, fines, and mounts paid in settlement actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit, or proceedings if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and the CSKT and, with respect to any criminal action or proceedings, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or the entry of a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation and the CSKT, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

B. Derivative Action. The Corporation will indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a Director, Board Officer, or Corporate Officer of the Corporation, against expenses (including attorney's fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and CSKT and except that no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Corporation unless and only to the extent that the court in which such action or suit was brought will determine upon application that, despite the adjudication of liability but in views of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

C. Indemnification in Certain Cases. To the extent that a Director, Board Officer, or Corporate Officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections A and B of this Article VI, or in defense of any claim, issue, or matter therein, she or he will be indemnified against expenses (including attorney's fees) actually and reasonably incurred by such person in connection therewith.

D. Procedure. Any indemnification under Sections A and B of this Article VI (unless ordered by a court) will be made by the Corporation only as authorized in the specific case

upon a determination that indemnification of the Director, Board Officer, or Corporate Officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections A and B of this Article VI. Such determination will be made:

1. By the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding; or
2. If such a quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, then by the Shareholder.

E. Advances for Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Board Officer, or Corporate Officer to repay such amount unless it will be ultimately determined that such person is entitled to be indemnified by the Corporation as authorized in this Article VI.

F. Rights Not Exclusive. The indemnification provided by this Article VI will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, by-law, agreement, vote of disinterested Directors, or otherwise, both as to action in such person's official capacity and as to a person who has ceased to be a Director, Board Officer, or Corporate Officer and will inure to the benefit of the heirs, executors, and administrators of such a person.

Article VII. Claims Against the Corporation

The Corporation is an instrumentality of CSKT and is entitled to all of the privileges and immunities of CSKT, except as provided in this Article VII or in the Corporation's Charter. The Corporation has waived such privileges and immunities to the extent provided in the Corporation's Charter. The Corporation may make a further waiver of such privileges and immunities, approved by a resolution duly adopted by the Board, and ratified by the Shareholder, but the resolution will not require approval of the Secretary of Interior.

A. Nothing in these Bylaws, and no waiver of the Corporation's sovereign immunity pursuant to this Article will be construed as a waiver of the sovereign immunity of CSKT or any other instrumentality of the CSKT, and no such waiver by the Corporation will create any liability on the part of CSKT or any other instrumentality of CSKT for the debts and obligations of the Corporation, or will be construed as a consent to the encumbrance or attachment of any property of CSKT or any other instrumentality of CSKT based on any action, adjudication or other determination of liability of any nature incurred by the Corporation.

B. Nothing in these Bylaws, and no action taken by the Corporation pursuant to these Bylaws, will be construed as permitting, recognizing, or granting the State of Montana any regulatory jurisdiction or taxing jurisdiction over the property or activities of the Corporation or its employees located within the boundaries of the Flathead Reservation.

Article VIII. Fiscal Year

The fiscal year of the Corporation will be from October 1 to September 30, inclusive.

Article IX. Amendments

These Bylaws may be amended by a vote of a majority of the Directors at any meeting of the Board at which a quorum is present, subject to ratification by the Shareholder. No amendments to these Bylaws will impair any existing contracts with the Corporation, or any of the Corporation's bonds or other contracts with bondholders or credit enhancement providers.

Article X. Shareholder's Directive

The Shareholder may augment, clarify, and/or add detail to the requirements of the Corporation's Federal Charter of Incorporation and these Bylaws by issuing a Shareholder's Directive to the Board regarding the Shareholder's policies for implementation of the Corporation's Federal Charter of Incorporation and/or these Bylaws. In the event said Shareholder's Directive is inconsistent with or in conflict with the Corporation's Federal Charter of Incorporation and/or these Bylaws, then the Corporation's Federal Charter of Incorporation and/or these Bylaws will control.

Article XI. Emergency Bylaws.

A. The emergency bylaws provided in this Article will be operative during any emergency in the conduct of business of the Corporation resulting from an attack on the United States, any nuclear or atomic disaster, or any natural force that presents a real and present danger to the existential integrity of the Kerr Hydroelectric Project. To the extent not inconsistent with the provisions of this Article, the bylaws provided in the preceding articles will remain in effect during such emergency and upon its termination these emergency bylaws will cease to be in effect.

B. During such emergency:

1. A meeting of the Board may be called by any Director or Corporate Officer. Notice of the time and place of the meeting will be given by the person calling the meeting to those Directors who are feasible to contact by any available means of communication. Such notice will be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.
2. At any such meeting of the Board, a quorum will consist of a majority of those Directors in attendance.
3. The Board may provide, and from time-to-time modify, lines of succession in the event that during such an emergency any or all officers or agents of the Corporation will for any reason be rendered incapable of discharging their duties.

4. The Board may, effective during the emergency, designate an alternative head office for the Corporation.

Adoption of Bylaws by Board of Directors:

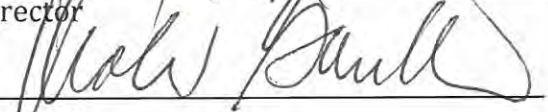
We, the undersigned, Directors of Sx^wnq̄eʔels l Suw̄ečm / Ksuk̄iʔmumaʔ ʔA.kaʔmukwaʔits, d.b.a. Energy Keepers, Incorporated ("Corporation"), do hereby certify that the above and foregoing bylaws were duly adopted as the bylaws of the Corporation at a special meeting of the Board of Directors held on the 5th day of November, 2012, and that the same do now constitute the bylaws of the Corporation.



Director



Director




Director

[Corporate Seal]


Ratification of Bylaws by Shareholder:

The Bylaws of Energy Keepers, Incorporated ("Corporation") are hereby ratified by the Tribal Council of CSKT in the Tribal Council's official collective capacity as Shareholder of the Corporation on the 13th day of November, 2012 by a vote of 10 for and 0 opposed, and 0 not voting, pursuant to the authority reserved to the Tribal Council as Shareholder of the Corporation by Article VI, Section I of the Federal Charter of Incorporation for Energy Keepers, Incorporated. This ratification is made effective by signature of the Chairman and Secretary of the Tribal Council, in their official capacities as Shareholder's Representatives.



Joe Durglo, Tribal Council Chairman

Attest:

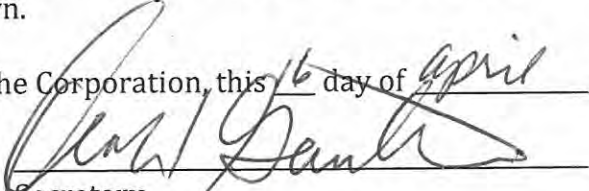


Reuben Mathias, Tribal Council Secretary

Certificate of Correctness of Copy of Bylaws:

State of Montana *
 * SS
County of Lake *

I, Robert Gauthier, Secretary of Sx^wnq̄e?els l Suwēc̄m / Ksuk̄i+mumaḡ ḂA·kaḡmukwa'its, d.b.a. Energy Keepers, Incorporated ("Corporation"), do hereby certify that the above and foregoing consisting of 13 pages in printed form is a true and correct copy of the Bylaws of the Corporation, as in effect as of the 13 day of November, 2012 and also those parts of the records of the Corporation that show the original adoption of its Bylaws; and all amendments down to the date here shown.

Witness my hand and the official seal of the Corporation, this 16 day of April, ²⁰¹³2012.

Secretary

Subscribed and sworn to before me, a notary public, this 16th day of April, ²⁰¹³2012
Donna Skelton
Notary Public

My Commission Expires: June 13, 2014

