



## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
NORTHERN CHEYENNE AGENCY  
P.O. BOX 40  
LAME DEER, MONTANA 59043

IN REPLY REFER TO:

**SEP - 4 2012**

Executive Direction  
Code 101

Leroy A. Spang, President  
Northern Cheyenne Tribe  
P.O. Box 128  
Lame Deer, MT 59043

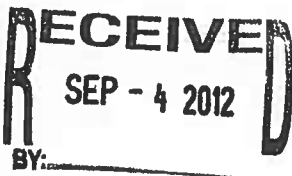
Dear President Spang:

This is in reference to Northern Cheyenne Tribal Resolution No. DOI-163 (2012) enacted by the Council on August 20, 2012 and received in this office on August 30, 2012.

Resolution No. DOI-163 (2012) ratification of Corporate Charter of Northern Cheyenne Development Corporation (A Federally-Chartered Corporation of the Northern Cheyenne Tribe.

Resolution No. DOI-163 (2012) is hereby noted. The Northern Cheyenne Tribal Council has the authority to take this action pursuant to Article IV Section 1(e) and (r) of the Northern Cheyenne Tribe's Amended Constitution and Bylaws.

All necessary copies of this resolution have been retained for our files.



Sincerely,

Superintendent

Enclosure

**TRIBAL COUNCIL OF THE NORTHERN CHEYENNE  
NORTHERN CHEYENNE RESERVATION  
LAME DEER, MONTANA**

**RESOLUTION NO. DOI-163 (2012)**

**RATIFICATION OF CORPORATE CHARTER OF NORTHERN CHEYENNE DEVELOPMENT CORPORATION (A Federally-Chartered Corporation of the Northern Cheyenne Tribe).**

**WHEREAS**, the Northern Cheyenne Tribal Council ("Council") is the governing body of the Northern Cheyenne Tribe ("Tribe"), organized and operating under the Tribe's Amended Constitution and Bylaws approved by the Secretary of the Interior on May 31, 1996;

**WHEREAS**, via Council Resolution No. DOI-116 (2012), dated May 7, 2012, the Council petitioned the Secretary of the Interior for issuance, under Section 17 of the Indian Reorganization Act ("Section 17 of the IRA"), of a corporate charter establishing the Northern Cheyenne Development Corporation;

**WHEREAS**, the BIA Regional Director holds delegated authority to issue corporate charters under Section 17 of the IRA on behalf of the Secretary of the Interior;

**WHEREAS**, after favorable review by the Regional Solicitor's Office and the Regional Director, the Regional Director, acting under Section 17 of the IRA, issued the attached Corporate Charter as requested by the Tribe; and

**WHEREAS**, as provided in Section 17 of the IRA, the Corporate Charter issued by the Regional Director becomes effective upon ratification by the Council, and the purpose of this Resolution is to provide such ratification.

**THEREFORE BE IT RESOLVED AS FOLLOWS:**

1. The attached CORPORATE CHARTER OF THE NORTHERN CHEYENNE DEVELOPMENT CORPORATION (a Federally-Chartered Corporation of the Northern Cheyenne Tribe) is hereby ratified by the Northern Cheyenne Tribal Council.
2. The corporate entity Northern Cheyenne Development Corporation established by the attached Corporate Charter shall be separate and distinct from, and shall not affect, the corporate entity established by the Corporate Charter of the Northern Cheyenne Tribe of the Tongue River Reservation, which became effective under Section 17 of the IRA in November 1936.

**PASSED, ADOPTED and APPROVED** by vote of the Northern Cheyenne Tribal Council by 9 votes for passage and adoption, 0 votes against passage and adoptions, and 0 abstentions, this 20<sup>th</sup> day of August 2012.

  
Leroy A. Spang, President  
Northern Cheyenne Tribe

**ATTEST:**

  
Melissa Lonebear, Secretary  
Northern Cheyenne Tribe

**NOTED:**

  
SUPERINTENDENT

**SEP -4 2012**

**CORPORATE CHARTER  
OF  
NORTHERN CHEYENNE DEVELOPMENT CORPORATION  
A Federally-Chartered Corporation of the Northern Cheyenne Tribe**

The Secretary of the Interior hereby issues this charter of incorporation to the Northern Cheyenne Tribe pursuant to section 17 of the Indian Reorganization Act of June 18, 1934, 48 Stat. 988, as amended by section 3(c) of Public Law 101-301, 104 Stat. 207, and codified in pertinent part at 25 U.S.C. § 477. This Charter shall become operative when ratified by the governing body of the Tribe, the Northern Cheyenne Tribal Council.<sup>1</sup>

**Article 1. Definitions**

When used in this Charter, the following terms shall have the following meanings:

**1.1 "Annual Board Meeting"** means the annual meeting of the Corporation's Board of Directors to be held in January of each year, at which the Board shall appoint the Officers of the Corporation and present an annual report. See Sections 7.12 and 8.2.

**1.2 "Annual Owner's Meeting"** means the meeting of the Northern Cheyenne Tribal Council (as representative of the Corporation's sole owner, the

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<sup>1</sup>This Charter is separate and distinct from, and does not affect, the Corporate Charter issued to the Northern Cheyenne Tribe under 25 U.S.C. § 477 in 1936.

Tribe) to be held immediately upon ratification of this Charter by the Tribal Council and thereafter in January of each year. See Section 3.1.

**1.3 “Applicable Law”** means all legally controlling federal, Tribal and (if lawfully applicable) state constitutional provisions, statutes, ordinances, codes, resolutions, referenda, executive orders, administrative regulations and orders, and judicial decisions, now or hereafter in force, applicable to the Corporation, its property or activities, or its Directors, Officers, Managers, employees or agents while engaged in the business or affairs of the Corporation, provided that any provision of any ordinance, code or resolution adopted by the Northern Cheyenne Tribal Council which conflicts with any provision of this Charter shall, to the extent of such conflict only, not be legally controlling unless and until the conflict is eliminated by amendment of this Charter under Section 17.2. As provided in Section 6.3.b(8), Tribal policies, manuals, handbooks and the like covering such matters as employment (except for the Tribal Employment Rights Ordinance and regulations thereunder), procurement, financial management, or other administrative or operational matters, shall not apply to the activities or operations of the Corporation, and therefore shall not be part of Applicable Law.

**1.4 “Article”** means an Article of this Charter.

**1.5 “Authorized Activities”** means the activities in which the Corporation may engage as described in Section 6.1.

**1.6 “Board of Directors” or “Board”** means the board of directors of the Corporation constituted under Article 7.

**1.7 “Bylaws”** means any bylaws of the Corporation which may be adopted under Section 17.1, including any amendments thereof.

**1.8 “Charter”** means this Charter, including any amendments hereof.

**1.9 "Corporation" and "Corporate"** refers to the Northern Cheyenne Development Corporation, the corporation established by this Charter.

**1.10 "Director"** means a member of the Board of Directors, other than the Chairman (or any other designee) of the Tribal Economic Development Committee (or any successor committee of the Tribal Council) who shall serve as an ex-officio, non-voting Tribal observer/spokesperson on the Board under Section 7.1.

**1.11 "Division"** means an internal division or department of the Corporation, established by the Board of Directors under Article 4 to conduct particular projects or activities for the Corporation.

**1.12 "Enrolled Tribal Members"** means enrolled members of the Tribe per Article II of the Tribal Constitution and any Tribal enrollment ordinances and resolutions, including any amendments thereof. See Sections 7.2.c, and 13.1.a and 13.1.b.

**1.13 "Goals"** means the overall goals of the Corporation as described in Section 6.2.

**1.14 "Northern Cheyenne Reservation" or "Reservation"** means all lands and interests therein owned by any party, whether held in trust by the United States, held subject to restrictions against alienation, or owned in fee, which are now or hereafter within the exterior boundaries of the reservation set apart for the Tribe by federal executive order, statute, administrative order, or other action.

**1.15 "Managers"** means the persons and firms hired under Section 9.1 to provide managerial services to the Corporation or any Division(s).

**1.16 "Misdemeanor Involving Moral Turpitude"** means a misdemeanor or gross misdemeanor involving an intentional act or omission which is vile, immoral, or otherwise gravely violative of the moral sentiments or accepted moral standards of the Tribal community. This shall include, by way of example but not limitation, an intentional act or omission involving violence, child abuse, spousal abuse, manufacture or distribution of alcohol, drugs or other mind-altering or addictive substance, or theft or other dishonesty. The Tribal Council's determination as to whether a particular offense constitutes a Misdemeanor Involving Moral Turpitude under the foregoing standards shall be final and not reviewable by the Tribe's Constitutional Court or any other tribal, federal or state court. See Sections 7.2.a(1) and 7.7.c.

**1.17 "NCDC"** means the Northern Cheyenne Development Corporation, the corporation established by this Charter.

**1.18 "Officers"** means the officers of the Corporation appointed under Article 8 including the Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO"), Corporate Secretary and such additional officers as the Board of Directors may appoint.

**1.19 "Section"** means a section of an Article of this Charter.

**1.20 "Section 17 of the IRA"** means section 17 of the Indian Reorganization Act of June 18, 1934, 48 Stat. 988, as amended by section 3(c) of Public Law 101-301, 104 Stat. 207, codified at 25 U.S.C. § 477, and as it may be hereafter amended.

**1.21 "Subsidiary"** means a separate corporate or other legal entity established under Article 5 which is wholly or majority-owned and controlled by the Corporation or a Subsidiary of the Corporation.

**1.22 "Surplus Funds"** means those portions of the Corporation's net profits to be distributed to the Tribe under Section 12.3.

**1.23 "Tribal Council" or "Council"** means the Northern Cheyenne Council, the governing body of the Tribe under its Constitution and Bylaws.

**1.24 "Tribe"** means and **"Tribal"** and **"Tribally"** refer to the Northern Cheyenne Tribe. All agreements, approvals, consents, authorizations, appointments or other similar actions to be taken, given or made by the Tribe under this Charter shall be manifested by or based on an authorizing resolution or ordinance of the Tribal Council.

## **Article 2. Characteristics and Limitations**

**2.1 Name.** The name of the Corporation established by this Charter is "Northern Cheyenne Development Corporation" or "NCDC".

**2.2 Separate Entity.** The Corporation is a separate and distinct business entity chartered to engage in business activities on behalf of its sole owner, the Tribe.

**2.3 Wholly-Owned by Tribe.** The Corporation at all times shall be wholly-owned by the Tribe. The rights, duties and prerogatives of the Tribe as sole owner of the Corporation shall be exercised and performed on behalf of the Tribe by the Tribal Council, as provided in Article 3.

**2.4 Perpetual Existence.** The Corporation shall have perpetual existence unless this Charter is revoked or surrendered by Act of Congress as provided in Section 17 of the IRA.

**2.5 Legal Residence.** For all purposes under law, the legal residence of the Corporation, including its Divisions, shall be the Reservation. However,

the Corporation and any Division are hereby authorized to conduct business and establish offices at any location on or off the Reservation in Montana or in any other state.

**2.6 Immunities.** The Corporation and its Divisions and wholly-owned Subsidiaries, and their respective officers, employees and agents, are endowed with all immunities from suit and from federal, state and local taxation, licensing, regulation and other governmental authority that are possessed by the Tribe. However, the Board of Directors may explicitly waive such immunities as provided in Section 6.3.b(13).

**2.7 Limited Waiver of Immunity from Suit for SBA Purposes.** The immunity of the Corporation and its Divisions from suit is hereby waived as to suit in federal courts of competent jurisdiction in the event of a dispute arising from the relationship of the Corporation or any of its Divisions with the United States Small Business Administration ("SBA"), including participation in SBA's Section 8(a) Program, and any SBA contracts to which the Corporation or a Division is a party.

**2.8 Limitations Vis-à-Vis Tribe.** The Corporation and its Divisions and Subsidiaries shall have no power to:

- a. expressly, impliedly, or otherwise through their status or activities, subject the Tribe (which term as used in this Section 2.8 shall mean the Tribe and its instrumentalities other than the Corporation, a Division or a Subsidiary) to debts, liabilities, other obligations, or claims arising from contract, tort, statute, regulation, licensing, taxation, or any other source;
- b. pledge the credit of the Tribe;



- c. dispose of, mortgage, pledge or otherwise encumber real or personal property of the Tribe, except as otherwise provided in Sections 6.1.c, 6.3.a and 6.3.b (1) and (2);
- d. waive any right of or release any obligation owed to the Tribe; or
- e. waive any other right, privilege or immunity of the Tribe.

### **Article 3. Actions by Tribe as Owner of Corporation**

**3.1 Tribal Council Meetings.** The Tribe shall exercise its rights, duties and prerogatives as owner of the Corporation via resolution or ordinance of the Tribal Council adopted at any Tribal Council meeting, provided prior notice is given in accordance with Section 3.2. The Tribal Council shall designate one of its meetings in January of each year as the annual meeting of the Corporation ("Annual Owner's Meeting"), provided the first Annual Owner's Meeting shall take place immediately upon ratification of this Charter.

**3.2 Notice and Form of Council Action.** The Tribal Secretary shall give the Corporate Secretary or Chief Executive Officer written notice, delivered at least three (3) business days in advance, of the time, place and agenda of every Tribal Council meeting at which any Corporation-related matter is on the agenda. The notice shall be delivered in-person or by mail, telefax, electronic mail or other similar means, accompanied by an effort to provide simultaneous telephone notice. Such notice need not be given to a Corporate Secretary or Corporate CEO who waives notice either before or after the Tribal Council meeting or who participates in the meeting without timely objection as to notice. Notice need not be given of a meeting resumed after any recess. Any action taken by the Tribal Council with respect to the Corporation shall be by resolution or ordinance, and a copy of any such resolution or ordinance promptly shall be delivered to the Corporate Secretary or Chief Executive Officer.

## **Article 4. Divisions**

**4.1 Establishment.** By written resolution, the Board of Directors may establish internal divisions or departments of the Corporation ("Divisions") and delegate to such Divisions responsibility and authority to conduct particular enterprises, projects or activities on behalf of the Corporation.

**4.2 Management.** In accordance with and subject to the provisions of Article 9, the Board of Directors may hire Managers to manage the operations of any Division.

## **Article 5. Subsidiaries**

**5.1 Establishment.** The Board of Directors shall have authority to establish - - under available Tribal law, federal law or, if necessary or advisable, state law - - one or more corporations or other legal entities ("Subsidiaries") to be wholly or majority-owned and controlled by the Corporation.

## **Article 6. Authorized Activities, Goals and Powers; Mergers**

**6.1 Authorized Activities.** The Corporation is authorized to engage in one or more of the following activities ("Authorized Activities") in accordance with and as permitted by Applicable Law:

**a. Take Over Operation of Tribal Enterprises.** To the extent authorized by Tribal Council resolution or ordinance, and subject to any terms and conditions set forth therein, take over operation, as an enterprise of the Corporation (or of a Division or Subsidiary), the Cheyenne Depot in Lame Deer and the Cheyenne Depot in Ashland, or any other business enterprise, now or hereafter owned and controlled by the Tribe or any instrumentality of the Tribe.

**b. Pursue and Operate Other Corporate Enterprises.** Identify, evaluate and operate as an enterprise of the Corporation or of a Division or Subsidiary, other commercial enterprises or projects which, in the judgment of the Board of Directors, may assist in achieving the Goals of the Corporation.

**c. Use of Tribal Lands or Other Assets.** Neither the Corporation nor any of its Divisions or Subsidiaries may use, invest, encumber or otherwise commit Tribal lands, funds, other assets, credit, or the like, without prior approval and authorization by resolution or ordinance of the Tribal Council, subject to any terms and conditions set forth therein, to be implemented if deemed necessary or desirable, through appropriate legal documentation. In support of any proposal which suggests that the Tribe invest, loan, encumber or otherwise make available for any enterprise or project of the Corporation, any Tribally-owned or controlled lands, funds, other assets, credit, or the like, the Corporation shall provide at least the following to the Tribal Council in support of the proposal:

(1) an analysis of the feasibility and risks of the enterprise or project;

(2) projections of enterprise or project costs, revenues and rates of return;

(3) a description of the legal documentation to be used to set forth the terms and conditions under which the Tribe would invest in, loan to, or otherwise contribute to or participate in the enterprise or project; and

(4) such other information as the Tribal Council may request.

**d. Prohibition Against Natural Resource Transactions.** Notwithstanding any other provision of this Charter, neither the Corporation nor any of its Divisions or Subsidiaries shall have any authority to lease or enter into any other

transaction which commits or encumbers coal, coalbed methane, oil, natural gas, other in-place minerals or natural resources, standing timber, or water resources, located on or off the Reservation, in which the Tribe has an ownership or other interest in trust or in fee. Entry into any such transactions shall remain within the province of the Tribal Council.

**e. Other Activities.** Engage in any other lawful business-related activity not inconsistent with this Charter, including activity on lands on or off the Reservation not owned or controlled by the Tribe.

**6.2 Goals.** In engaging in their Authorized Activities, the Corporation and its Divisions and Subsidiaries shall diligently endeavor to competently achieve the following overall Goals:

(1) develop a sense of entrepreneurship in the Tribe and its members;

(2) earn sufficient revenue to: (1) pay their own operating expenses and capital obligations (including any owed to the Tribe); (2) accumulate reasonable financial reserves; (3) repay any other funds loaned to them by the Tribe; and (4) as provided in Section 12.3, allocate Surplus Funds for dividends and distributions to the Tribe; and

(3) as provided in Section 13.1, provide employment opportunities to qualified and available Enrolled Tribal Members and their immediate families, and contracting and subcontracting opportunities to qualified and available firms owned and controlled by the Tribe or Enrolled Tribal Members.

**6.3 Generic Powers.** Subject to all limitations and conditions set forth in this Charter and Applicable Law, in engaging in its Authorized Activities the Corporation shall have the following powers:

a. **Powers Under Section 17.** Except as limited by Section 6.1.d, the Corporation shall have all powers authorized by Section 17 of the IRA, including without limitation the powers to: purchase, take by gift, bequest or otherwise, and own, hold, manage, operate, and dispose of, property of every description, real and personal; purchase trust or restricted Indian lands and issue in exchange therefor interests in Corporate property; and such further powers as may be incidental to the conduct of Corporate business, not inconsistent with Applicable Law, provided that, unless otherwise authorized by federal law, the Corporation shall have no authority to sell, mortgage, or lease for a period exceeding 25 years (or any longer period which in the future may be authorized by amendment of Section 17 of the IRA), any Tribally-owned trust or restricted lands that are within the Reservation to the extent such lands are made available to the Corporation by Council resolution or ordinance in accordance with Section 6.1.c.

b. **Additional Powers.** Included among the powers incidental to the exercise of the powers referred to in Section 6.3.a are, without limitation, the power to do the following, subject to all relevant conditions, restrictions and protections set forth in Section 6.1.c, Section 6.3.a, elsewhere in this Charter, or Applicable Law:

(1) acquire, own, hold, use, manage, sell, lease, sublease, pledge, or otherwise transfer or dispose of personal property, including (subject to any conditions imposed by the Council pursuant to Section 6.1.c) personal property provided to the Corporation by the Tribe;

(2) acquire, own, hold, use, develop, manage, convey, lease, sublease, mortgage or otherwise transfer or dispose of real property or interests therein, including (except as provided in Section 6.1.d and subject to any

conditions imposed by the Council pursuant to Section 6.1.c) real property or interests therein provided to the Corporation by the Tribe;

(3) as provided in Section 6.4, acquire the assets and liabilities of one or more other corporations or other legal entities, whether organized under the laws of the United States, any state, the Tribe, any other Indian tribe, or any other jurisdiction, by merger, consolidation, exchange, transfer, stock acquisition or other means;

(4) enter into and perform contracts of any nature;

(5) borrow money and make, accept, endorse, execute and issue bonds, debentures, promissory notes, guaranties, security agreements, and other obligations for monies borrowed or for property acquired;

(6) invest in stocks, bonds or other securities or investments;

(7) retain independent contractors to manage all or portions of Corporate operations;

(8) adopt employment, procurement, financial management and other policies, manuals, handbooks, and the like, regarding administrative or operational matters, applicable only to the operations or activities of the Corporation (since as provided in Section 1.3, Tribal policies, manuals, handbooks and the like regarding such matters shall not apply to the operations or activities of the Corporation)

(9) employ staff and other personnel, and retain independent contractors, including without limitation consultants, accountants and attorneys;

(10) to the extent of available resources, establish and maintain reasonable benefit or incentive plans, including without limitation medical, dental,

insurance, bonus, retirement and pension plans or other similar plans, for its employees, Directors, or Officers;

(11) compromise or otherwise settle disputes;

(12) sue in courts and other forums of competent jurisdiction;

(13) exclusively by explicit written resolution of the Board of Directors, expressly waive the immunity of the Corporation or any of its Divisions from suit or other proceedings in courts, arbitrations, or other forums for resolving disputes, subject to such terms, conditions and limitations as may be set forth in the Board resolution, including without limitation restrictions as to forum, types of claims, available relief, and assets which may be available to satisfy any authorized monetary judgment or award (including without limitation limiting such available assets to the assets managed by one or more Divisions);

(14) exclusively by explicit written resolution of the Board of Directors, expressly waive in whole or in part any other immunity of the Corporation or any of its Divisions described in Section 2.6, subject to such terms, conditions and limitations as may be set forth in the Board resolution;

(15) engage in business ventures directly or through Divisions or Subsidiaries, or with others through partnership, joint venture, management contract, corporate stock ownership, or other business arrangement;

(16) make donations or take other actions for charitable, Tribal or community purposes;

(17) exercise such other powers as may be authorized by this Charter or Applicable Law; and

(18) take such other actions as may be necessary or appropriate to conduct its Authorized Activities, achieve its Goals, or exercise the foregoing powers, provided not in conflict with this Charter, any Bylaws or Applicable Law.

#### **6.4 Mergers.**

a. **Merger Agreement.** In order to acquire the assets or liabilities of one or more other corporations or other legal entities ("Merger Entities") by merger, as authorized in Section 6.3.b(3), the Corporation must enter into a merger agreement with the Merger Entities which:

(1) provides that this Corporation shall be the sole surviving corporation of the merger;

(2) provides for the retirement of all outstanding shares or other equity interests of the other corporations or legal entities, and specifies any consideration therefor; and

(3) sets forth the other terms and conditions of the merger.

b. **Approval and Execution.** To be effective, a merger agreement must be approved and executed by the Board of Directors and the Tribal Council, and must be approved and executed by the Merger Entities in accordance with the laws under which each was organized.

c. **Filing and Effective Date.** A merger agreement must be filed with the United States Department of the Interior, Bureau of Indian Affairs, Northern Cheyenne Agency, or any successor thereto. The merger agreement shall be effective upon such filing or on such later date as may be specified in the merger agreement.



## **Article 7. Board of Directors**

The business and affairs of the Corporation shall be managed by a Board of Directors in accordance with the following provisions:

**7.1 Number; Ex-Officio Member.** The Board of Directors shall consist of five (5) Directors. In addition, the Chairman (or any other designee) of the Tribe's Economic Development Committee (or any successor to that committee), shall serve as a non-voting, ex-officio Tribal observer/spokesperson on the Board. As used in this Charter, the term "Director" shall not include this ex-officio participant on the Board.

**7.2 Qualifications.** The Directors must have the following qualifications:

**a. General.** To be eligible to serve as a Director, a person must:

(1) have not been convicted during the preceding ten (10) years, whether by verdict or plea of guilt or nolo contendere, in any federal, tribal or state court, of any felony or any Misdemeanor Involving Moral Turpitude, not including a conviction which has been vacated or otherwise exonerated;

(2) either: (i) be a high school graduate with at least five (5) years experience owning and/or managing a profitable for-profit business, or (ii) possess a bachelor's degree in business, finance, accounting, or a related field from an accredited institution of higher learning with at least three (3) years experience owning and/or managing a profitable for-profit business;

(3) be at least 25 years old;

(4) be a United States citizen; and

(5) have such additional qualifications as may be required by Applicable Law, including without limitation those which may be required by any

governmental agency to qualify for or engage in any governmental program in which the Corporation elects to participate.

**b. No Tribal Officials.** No Director may simultaneously serve as a member of the Tribal Council or as Tribal President, Vice-President, Treasurer or Secretary.

**c. Enrolled Tribal Members.** At least a majority of the Directors must be enrolled members of the Tribe under Article II of the Tribal Constitution and any Tribal enrollment ordinances and resolutions, including any amendments thereof ("Enrolled Tribal Members").

**7.3 Terms of Office.** Each Director shall serve a three-year term of office which shall expire in the month of January and upon assumption of office by his or her successor. However, in order to stagger these terms so that no more than two Director seats will open each January, the first Board shall have the terms of office set forth in Section 7.4.

**7.4 First Board.** The first Board shall consist of the following Directors, whose terms of office will terminate on the dates shown below and when their respective successors assume office:

	<b>Name</b>	<b>Term Expires</b>
Director No. 1	Clayton Small, Jr.	January 2014
Director No. 2	Robert Gauthier	January 2014
Director No. 3	Lucy Simpson	January 2015
Director No. 4	Barbara Braided Hair	January 2015
Director No. 5	Shelly Voce Small	January 2016

**7.5 Resignation.** Any Director may resign by delivering a written resignation to the Corporate Secretary. A resignation shall be effective upon receipt, unless the resignation states otherwise.

**7.6 Appointment.**

a. **Slate.** Except for the first Board specified in Section 7.4, in all instances where a Director must be appointed, whether due to actual or impending expiration of the term of office, resignation, removal, or any other reason, the other sitting Directors (*i.e.*, those holding seats to which appointment is not to be made) ("Remaining Directors") shall, by vote of a majority among themselves, nominate a slate of candidates for the open seat; provided that if there are fewer than three Remaining Directors, they may not nominate a slate and the Tribal President with the concurrence of the Tribal Council shall appoint the Director as provided in Section 7.6.f. Any slate required under this Section 7.6 shall include at least two (2) candidates for the open seat and shall be consistent with the qualification standards set forth in Section 7.2. If more than one seat is open, the slates may list a person as a candidate for more than one open seat.

b. **Expiration of Term.** By the end of October, the Remaining Directors shall nominate a slate for each Director seat which has a term of office which will expire in January of the next year.

c. **Other Vacancies.** In the case of any other vacancy in a Director seat, the Remaining Directors shall nominate a slate for the seat within 14 days after occurrence of the vacancy, provided that in the case of a vacancy due to the removal of a Director under Section 7.7.a, b or c, neither the slate nominated under this Section 7.6.c, nor a second slate nominated under Section 7.6.d, may include the person so removed.

**d. Appointment from Slate.** From the slate, the Tribal President with the concurrence of the Tribal Council shall appoint a person to hold the open Director seat or the Tribal President and/or the Tribal Council may reject all candidates on the slate for such seat. In the case of a Director seat having a term about to expire in January, the appointment shall be made in advance of the Annual Board Meeting. If the Tribal President or the Tribal Council rejects all candidates on a slate, the Remaining Directors promptly shall, by vote of a majority among themselves, nominate a slate of different candidates for the open seat in time for appointment by the Tribal President with the concurrence of the Tribal Council in advance of the Annual Board Meeting.

**e. Appointment After Rejecting Two Slates.** If all candidates for a Director seat have been rejected by the Tribal President or the Tribal Council after two slates of candidates for the seat have been presented by the Remaining Directors, the Tribal President with the concurrence of the Tribal Council shall appoint to that seat any person of their choosing who is qualified under Section 7.2, provided that if the vacancy to be filled arises from the removal of a Director under Section 7.7.a, b or c, the person so removed shall not be appointed to fill the vacancy.

**f. Fewer Than Three Remaining Directors; Failure to Nominate Slate.** The foregoing provisions of this Section 7.6 notwithstanding, if there are fewer than three Remaining Directors, or if the Remaining Directors fail to nominate a slate(s) of candidates for a Director seat in proper and timely fashion as required by the foregoing provisions, the Tribal President with the concurrence of the Tribal Council shall appoint to the seat any person of their choosing qualified under Section 7.2, provided that if the vacancy to be filled arises from the removal of a Director under Section 7.7.a, b or c, the person so removed shall not be appointed to fill the vacancy.

**7.7 Removal.** Any Director may be removed in the following manner and circumstances:

a. **By Board.** The Board on its own initiative, with or without cause, may remove any Director by affirmative vote of four (4) other Directors, provided that the Tribal Council may review any such removal and, by affirmative vote of eight (8) members, suspend or reverse the removal.

b. **By Tribal Council.** The Tribal Council may initiate proceedings to remove any Director ("Respondent") for cause in the following manner:

(1) The Tribal Council by affirmative vote of seven (7) members may issue a complaint ("Complaint") itemizing and supporting claims of specific and substantial failures in Respondent's performance as a Director. A true copy of the Complaint shall be delivered promptly to the Respondent and all other Directors.

(2) Within seven (7) calendar days of receipt of the Complaint, Respondent shall deliver to the Tribal Secretary and each Director a written response ("Response"), replying in detail to the claims of the Complaint and indicating in detail what action, if any, Respondent has taken or will take to resolve or otherwise address the claims.

(3) If the Tribal Council by affirmative vote of seven (7) members determines, no later than 21 calendar days after delivery of the Complaint to Respondent, that the Response is inadequate or that there is still good cause for concern about the claims in the Complaint, the Tribal Council shall promptly convene a hearing at which Respondent shall be given full and fair opportunity to reply to the claims.

(4) After the hearing, the Tribal Council promptly shall determine: (i) whether there have been specific and substantial failures in Respondent's performance as a Director, and, if so, (ii) whether to remove Respondent as a Director. Respondent shall not be removed as a Director except upon affirmative vote of eight (8) Tribal Council members on both questions (i) and (ii).

(5) Actions taken by the Tribal Council under this Section 7.7.b shall be final and not reviewable in the Tribe's Constitutional Court or any other tribal, federal or state court, unless such review is explicitly authorized by Council resolution.

c. **Automatic Removal.** It is mandatory that a Director be removed by the Board or the Tribal Council upon finding that (1) the Director has failed to attend any three consecutive Board meetings without excuse approved by the Board; or (2) the Director has been convicted during his or her term of office or the 10-year period prior thereto, whether by verdict or plea of guilt or nolo contendere, in any federal, tribal or state court of any felony or any Misdemeanor Involving Moral Turpitude, not including a conviction which has been vacated or otherwise exonerated.

**7.8 Vacancies.** Whenever a Director seat becomes vacant before expiration of his or her term of office for any reason, the vacancy promptly shall be filled in the manner described in Section 7.6 and the appointee shall hold office for the remainder of the term of the vacant seat.

**7.9 Voting; Presiding Officer; No Proxy Voting.** At all Board meetings where a quorum is present, all matters shall be decided by a vote of the majority of the Directors present, unless a greater vote is required by this Charter, any Bylaws or Applicable Law. The Chief Executive Officer of the Corporation shall preside at each meeting, and in his or her absence, the Corporate Chief

Financial Officer shall preside. Each Director, including the presiding officer, shall be entitled to cast one vote on each matter before the Board. A Director may not by proxy or otherwise authorize another person to cast the Director's vote on any matter before the Board.

**7.10 Quorum.** The presence in person, including telephonic participation under Section 7.14, of three (3) Directors (including the presiding officer) shall constitute a quorum for the transaction of any item of business at a Board meeting. A majority of those Directors present at a meeting at which there is no quorum may adjourn the meeting from time to time for a period not exceeding ten (10) days in any one case.

**7.11 Notice of Meetings; Regular Meetings.** The Corporate Secretary shall give each Board member, including the ex-officio member serving pursuant to Section 7.1, the Tribal President, the Tribal Council (either directly or via the Tribal Secretary), and the Tribal Treasurer, written notice, delivered at least three (3) calendar days in advance, of the time and place of every Board meeting. The notice shall be delivered in-person or by mail, telefax, electronic mail or similar means, accompanied by an effort to provide simultaneous telephone notice. To the extent known to the Corporate Secretary, the notice shall also briefly describe the matters to be discussed at the meeting. Notice need not be given to a Director who waives notice either before or after the meeting or who participates in the meeting without timely objection as to notice. Notice need not be given of a meeting resumed after any recess. The foregoing notwithstanding, the Board may establish a schedule for regular meetings, for which no further notice is required.

**7.12 Annual Board Meeting.** The Board shall conduct an annual meeting on the Reservation in January of each year ("Annual Board Meeting"), as promptly as possible after the Annual Owner's Meeting. As provided in Sections

7.6.d and e, a successor to any Director whose term will expire in January of any year shall be appointed by the Tribal President with the concurrence of the Tribal Council in advance of the Annual Board Meeting to be held that year. As provided in Section 8.2, Officers shall be appointed at the organizational meeting and at each Annual Board Meeting. At each Annual Board Meeting, the Board shall present a written annual report containing at least the following: (a) a description of the business activities and performance of the Corporation and its Divisions and its Subsidiaries during the previous calendar year; (b) the most recent available audited financial statements of the Corporation and its Divisions and Subsidiaries; (c) current financial statements of the Corporation and its Divisions and Subsidiaries; and (d) a description of the planned business activities of the Corporation and its Divisions and its Subsidiaries for the coming calendar year. In addition, the Board shall answer such questions regarding the business and affairs of the Corporation as may be asked by Tribal Council members, the Tribal President or the Tribal Treasurer.

**7.13 Other Meetings.** Other meetings of the Board shall be held as determined by the Board or when requested by either the Chief Executive Officer or two Directors.

**7.14 Telephonic Participation.** A Director may participate in any Board meeting by means of conference telephone or similar communications equipment which enables all Directors participating in the meeting to hear one another. A Director so participating shall be considered present at the meeting for all purposes.

**7.15 Attendance by Tribal Officials.** The Tribal President, Vice President and Treasurer, and members and other duly authorized representatives of the Tribal Council shall be entitled to attend any Board



meeting and, on request, shall be given a reasonable opportunity at the meeting to address and ask questions of the Board.

**7.16 Action Without a Meeting.** In instances where exigent circumstances prevent or render impracticable the holding of a Board meeting in person or by conference call, the Board may take action without a meeting if all Directors sign and file with the Corporate Secretary a memorandum showing the nature of the action taken, that at least four (4) Directors approve the action, and the position of any dissenting Director with respect to the action. To be effective, the memorandum must be filed with the Corporate Secretary within 10 calendar days after it is first signed by a Director.

**7.17 Record of Meetings.** The Corporate Secretary shall keep, or cause to be kept, in a specific place at the Corporation's headquarters designated by the Board, complete and accurate minutes and records of all meetings of the Board and Board committees, and records of all actions taken without a meeting under Section 7.16, copies of which promptly shall be furnished to any Director, any Tribal Council member, the Tribal President or the Tribal Treasurer, on request.

**7.18 Committees.** The Board may from time to time establish committees of Directors having such responsibilities as the Board may assign, provided that the Board may not relinquish its powers or duties with respect to the business and affairs of the Corporation to any committee, Director, Officer, Manager, employee or agent of the Corporation.

**7.19 Directors Fee and Expenses.** At rates set by the Board and approved in advance by the Tribal Council, a reasonable fee may be paid, and reasonable out-of-pocket expenses may be reimbursed, to the Directors for in-person attendance at Board or committee meetings, provided that to the fullest

extent reasonably possible consistent with the Goals of the Corporation, the Board shall endeavor to minimize the costs thereof. A fee or expense reimbursement shall not be paid, however, to any Director to the extent compensation or expense reimbursement is otherwise paid to the Director by the Corporation, a Division, a Subsidiary, the Tribe, or a Tribal instrumentality while performing such service.

**7.20 Service of Directors in Other Capacities.** Service as a Director shall not, in and of itself, disqualify the Director from serving in other capacities the Corporation, a Division, a Subsidiary, the Tribe, or any other instrumentality of the Tribe.

## **Article 8. Officers**

**8.1 Positions; Selection; Part-Time Service.** From among the Directors, the Board shall appoint the following Officers of the Corporation: a Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO"), and Corporate Secretary. Upon termination of any such Officer's status as a Director, that person's status as such Officer shall also terminate. The Board may appoint such additional Officers as it deems necessary to engage in the Corporation's Authorized Activities and achieve its Goals, from among the Directors or from outside the Board. Subject to the power of the Board to determine otherwise in specific cases, it is contemplated that service as an Officer will not entail full-time service.

**8.2 Terms of Office; Organizational Meeting.** In general, Officers shall be appointed at the Annual Board Meeting. Unless the Board specifies a lesser term, all Officers, irrespective of when appointed, shall serve until the next Annual Board Meeting and until his or her successor assumes office. The first

set of Officers shall be appointed at an organizational meeting of the Board held promptly after issuance and ratification of this Charter.

**8.3 Resignation, Removal and Vacancies.** Any Officer may resign by delivering a written resignation to the Corporate Secretary. A resignation shall be effective upon receipt, unless the resignation states otherwise. Any Officer may be removed by the Board, with or without cause. The resignation or removal of an Officer shall not also terminate that person's status as a Director, unless the resignation so states or the person's status as a Director is terminated under Section 7.7. Whenever an Officer position becomes vacant for any reason, it shall be filled by the Board for the remainder of the term of the vacant office.

**8.4 Powers and Duties.** Subject to the continuing supervisory authority of the Board, the Officers shall have the following powers and duties:

**a. Chief Executive Officer.** The Chief Executive Officer shall serve as the chief executive officer of the Corporation and preside at all Board meetings. The CEO shall be a Tribal member. To the extent authorized by the Board, which authorization may be general, by generic category, confined to specific transactions, or otherwise limited, the CEO shall:

(1) sign contracts, conveyances, or other legal instruments on behalf of the Corporation;

(2) have responsibilities with respect to the execution, endorsement, disbursement and other disposition of Corporate funds, checks, drafts, other orders or demands for money, notes, other evidences of indebtedness, securities and other valuable instruments;

(3) serve as liaison, jointly with the Chief Financial Officer, to the Corporation's audit firm; and

(4) perform such duties or functions as may be authorized by the Board.

**b. Secretary.** The Corporate Secretary shall:

(1) take minutes, and maintain a book thereof at the headquarters of the Corporation, of all Board and Board committee meetings, reporting the time and place of the meeting, how it was authorized, the notice given, the names of those present at the meeting, and the actions taken;

(2) keep a book of all Tribal Council resolutions relating to the Corporation;

(3) keep or cause to be kept at the headquarters of the Corporation the books and records required by Section 11.1;

(4) transmit all Corporate notices that may be necessary or desirable, provided that in the event of the absence, disability, refusal or neglect of the Corporate Secretary to deliver any notice, such notice may be delivered by the CEO or any person authorized by the CEO or the Board to transmit such notice; and

(5) have such other powers and duties as the Board may prescribe.

**c. Chief Financial Officer.** Except to the extent limited by the Board, the Chief Financial Officer shall

(1) exercise the powers and perform the duties of the CEO when the CEO is unavailable or disabled, and shall have such other powers and duties as the Board may prescribe.

(2) be responsible for the receipt, maintenance, execution, endorsement, disbursement and other disposition of Corporate funds, checks, drafts, other orders or demands for money, notes, other evidences of indebtedness, securities and other valuable instruments;

(3) be responsible for the maintenance at the Corporation's headquarters of timely, complete and accurate Corporate financial books and records of transactions;

(4) serve as liaison, jointly with the CEO, to the Corporation's audit firm; and

(5) perform such other duties or functions as may be authorized by the Board.

d. **Delegation.** In the case of the unavailability or disability of any Officer, the Board may from time to time temporarily delegate his or her powers or duties to another Officer or Director.

**8.5 Officer Compensation.** Reasonable compensation and out-of-pocket expense reimbursement may be paid to Officers, provided that to the fullest extent reasonably possible consistent with the Goals of the Corporation, the Board shall endeavor to minimize the costs thereof. Compensation may not be paid, however, to any Officer who is otherwise receiving compensation while performing such service from the Corporation, a Division, a Subsidiary, the Tribe, or an instrumentality of the Tribe. All compensation arrangements shall be fully set forth in written contracts approved by the Board. Such contracts with a Director or with a related party must be approved as provided in Section 11.4.

## **Article 9. Management**

**9.1 Managers.** Without relinquishing its powers or duties with respect to the business and affairs of the Corporation, the Board shall have the authority to hire persons or firms ("Managers") to manage Corporate or Division operations under written employment or independent contractor contracts setting forth reasonable rates of compensation, provided that all payments for services, expenses or any other matter made to Managers shall be by check reviewed and signed by one or more Corporate Officers designated by the Board. No person serving as Manager may simultaneously serve as a Director or Officer of the Corporation, and no Director or Officer may have an ownership or other pecuniary interest or expectancy in any firm serving as a Manager. Subject to the supervisory authority of the Board, Managers may be assigned powers and duties with respect to all or portions of the following Corporate or Division matters, to be exercised and fulfilled in compliance with all relevant provisions of this Charter, any Bylaws and Applicable Law:

- a. managing daily operations;
- b. hiring, training and discharging employees and independent contractors;
- c. purchasing material and supplies;
- d. acquiring and disposing of equipment;
- e. budgeting, collecting revenue, making expenditures, and maintaining books and records;
- f. planning and developing facilities and operations;

g. making reports to the Board, the Tribal Council and the Tribal Treasurer; and

h. such other matters as the Board may determine.

## **Article 10. Operational Matters**

**10.1 Fiscal Year.** The fiscal year of the Corporation and its Divisions shall be January 1 to December 31.

**10.2 Deposit of Funds.** All funds of the Corporation and its Divisions not otherwise invested or deployed shall be deposited in banks or other reliable depositories or investment accounts. Each such deposit and account shall be in the name of the Corporation or a Division, as the case may be.

**10.3 Checks, etc.** All checks, drafts, other orders for payment of money, notes or other evidences of indebtedness, and securities or other valuable instruments, issued in the name of or payable to the Corporation or a Division, shall be signed or endorsed on behalf of the Corporation or a Division, as the case may be, by the Chief Financial Officer and such other Corporate Officer, Manager, employee and/or agent authorized by the Board to do so. Such authorizations may be general, by generic category, confined to specific transactions, or otherwise limited.

**10.4 Contracts.** Contracts and other legal instruments may be executed and delivered by those Corporate Officers, Managers, employees and/or agents authorized by the Board to do so. Such authorization may be general, by generic category, confined to specific transactions, or otherwise limited.

**10.5 Shares Held.** The CEO is authorized to vote, represent and exercise on behalf of the Corporation, in person or by proxy, all rights incident to any and

all shares or other ownership interests held by the Corporation in any Subsidiary, corporation or other entity.

**10.6 Insurance.** Fire, flood, earthquake and other casualty insurance on property owned by the Corporation and on property in which the Corporation has an insurable interest, general liability insurance, Directors and Officers liability insurance, and other appropriate insurance, shall be maintained to the extent, in such amounts, and with such deductibles, as the Board may determine.

**10.7 Solicitation of Funding.** The Corporation may apply for grants, loans, loan guaranties, interest subsidies, and the like from the Bureau of Indian Affairs, any other governmental agency, or any non-governmental foundation, institution, business, or private individual. In any such application, the Corporation shall identify itself as a distinct business instrumentality of the Tribe.

**10.8 Conveyance of Corporate Lands Into Trust.** If the Tribal Council directs that title to Corporation-owned fee lands, if any, or interests therein should be conveyed to the United States in trust for the Tribe, and the Secretary of the Interior (or his/her authorized representative) will approve such a transfer, the Corporation shall make such conveyance, provided that if the involved real property or interests therein are needed for the conduct of Corporate operations or the fulfillment of Corporate obligations, then contemporaneous with such conveyance into trust, the Tribal Council shall issue (subject to any legally-required Bureau of Indian Affairs approval (if any)) a lease, easement, right-of-way or other suitable and lawful conveyance to the Corporation to enable such Corporate operations or the fulfillment of such Corporate obligations, on reasonable terms and conditions mutually agreeable to the Tribal Council and the Board of Directors.



## **Article 11. Books, Records, Controls and Monitoring**

**11.1 Books and Records.** The Corporation shall keep the following books and records at its headquarters:

- a. all financial books, records, statements, audits, management letters, reviews, reports and the like, and all related materials, organized by Division;
- b. all contracts, leases, financing documents, conveyance documents, title documents, other legal instruments and the like, and all related materials, organized by Division;
- c. all minutes and records relating to the meetings of the Board and Board committees, as provided in Section 7.17;
- d. this Charter as originally issued and ratified, and any amendments hereof;
- e. any Bylaws adopted by the Board pursuant to Section 17.1, and any amendments thereof;
- f. all correspondence, memoranda and the like relating to any of the foregoing, organized by Division; and
- g. all other material books, records, legal instruments, correspondence, memoranda and the like regarding any asset, liability, transaction or other activity of the Corporation, organized by Division.

**11.2 Inspection by Tribal Officials.** The books and records described in Section 11.1, and any other Corporate books and records, whether maintained at the Corporation's headquarters or elsewhere, shall, on written request of the Tribal Council, Tribal President or Tribal Treasurer, be expeditiously made available for inspection and copying by their designees.

**11.3 Return of Items Possessed by Departing Personnel.** Upon termination of his or her tenure with the Corporation, each Director, Officer, Manager, employee and agent of the Corporation or any Division shall immediately turn over to his or her successor or to the Corporate Secretary, in good order, all property, books, records, documents or other materials of the Corporation or Division in his or her custody or control.

**11.4 Transaction in which Director, Officer or Manager Has an Interest.** Any contract or other transaction not otherwise prohibited under this Charter, between the Corporation or a Division and (a) a Director, Officer or Manager, (b) a member of the immediate family of a Director, Officer or Manager, or (c) an entity in which a Director, Officer or Manager is a stockholder, member, director, officer, agent or employee, or in which he or she is otherwise interested, shall be valid for all purposes, provided that (1) such relationship or interest is previously fully disclosed to all disinterested Directors, (2) the terms of the contract or transaction are reasonable and fair to the Corporation or Division, (3) the Board approves the contract or transaction, and (4) any interested Director refrains from participating in all Board action with respect to the contract or transaction.

**11.5 Reports.** Unless the Tribal Council directs otherwise, the Board of Directors shall provide quarterly written reports on the operations and financial performance and condition of the Corporation and its Divisions to the Tribal Council, Tribal President and Tribal Treasurer, including an annual report after the fourth quarter. In addition, on request of the Council or Tribal President or Treasurer made at any reasonable time, the Board shall report on any aspect of such matters.

**11.6 Audits.** Unless the Tribal Council authorizes a less rigorous financial review, within 120 days after the close of the Corporation's fiscal year an

independent certified public accountant shall audit the books of the Corporation, including all Divisions, at the expense of the Corporation and its Divisions. Such auditor may be the same independent certified public accountant who conducts annual audits of the books and records of the Tribe. In addition, upon Tribal Council request, the Corporation shall commission at Corporate expense an audit or review of the financial statements of the Corporation or any of its Divisions, at earlier points during any fiscal year. All review and audit reports and related management letters (or other less rigorous financial reports authorized by the Tribal Council) promptly shall be submitted to each Director, the Tribal Council, Tribal President and Tribal Treasurer. All proposed audit adjustments and financial reports submitted by the auditor shall be reviewed by the Board of Directors and the Tribal Council.

## **Article 12. Ownership, Reserves and Dividends**

**12.1 Ownership.** All assets acquired by the Corporation shall belong to the Corporation as a separate and distinct instrumentality of the Tribe.

**12.2 Retained Funds.** After the close of each Corporate fiscal year, the Board shall cause the Corporation and its Divisions to retain that portion of their profits the Board deems necessary or appropriate to perpetuate operations, meet obligations, maintain property, provide for expansion or diversification of operations, and meet contingencies. The remaining balance of net profits ("Surplus Funds") shall be distributed as provided in Section 12.3.

**12.3 Dividends from Surplus Funds.** All Surplus Funds shall be paid as a dividend or otherwise distributed to the Tribe within a reasonable time after the close of the Corporation's fiscal year. Such dividends and distributions shall be used to fund Tribal governmental services, programs, initiatives, liabilities,

contingencies or per capita distributions, or for other lawful purposes, as determined by the Tribal Council.

**Article 13. Employment and Contracting Preferences;  
At-Will Employment**

**13.1 Preferences.** In conformity with any applicable Tribal Employment Rights Ordinance and any other Applicable Law, the Board of Directors shall establish general Corporate policies and procedures in the following areas which, in the judgment of the Board, will not impair the operations or profit-making capabilities of the Corporation:

a. preference in employment in Corporate and Division operations for qualified and available Enrolled Tribal Members and their immediate family members; and

b. preference in contracting and subcontracting in Corporate and Division operations for qualified and available firms controlled by the Tribe or Enrolled Tribal Members.

**13.2 At-Will Employment.** Unless otherwise provided in a written employment contract, each Corporate and Division employee shall be an at-will employee.

**Article 14. Indemnification of Directors and Officers**

**14.1 Indemnification.** The Corporation shall defend, indemnify and hold harmless the Directors and Officers of the Corporation ("Indemnitees") from any demand, claim, action or other proceeding, for injury, loss, damage, obligation, assessment or penalty, and from any liabilities arising therefrom, and from all reasonable expenses, costs and fees (including reasonable attorney's fees) incurred in connection therewith, claimed or determined to result from the

conduct by the Indemnitee of the business and affairs of the Corporation, provided such conduct was performed by the Indemnitee in good faith and without recklessness, malice or fraudulent intent.

**Article 15. Deactivation of Corporation;  
Revocation or Surrender of Charter**

**15.1 Deactivation of Corporation.** The Tribal Council may initiate proceedings to deactivate the Corporation and cease all Corporate and Division operations in the following manner:

a. The Tribal Council by affirmative vote of seven (7) members may issue a complaint ("Complaint"), a true copy of which shall be delivered promptly to each Director, the CEO and the CFO, specifying and supporting one or more of the following grounds for deactivation of the Corporation:

(1) serious and repeated violation by the Corporation of the Charter, any Bylaws or Applicable Law; or

(2) extended and substantial failure to make reasonable progress toward achievement of the Corporation's Goals.

b. Within 20 calendar days of receipt of the Complaint, the Board shall deliver to the Council a written response ("Response"), replying in detail to the claims in the Complaint and indicating in detail what action, if any, the Corporation has taken or will take to resolve or otherwise address the claims.

c. If the Council by affirmative vote of seven (7) members determines that the Response is inadequate or that there is still good cause for concern about the claims in the Complaint, the Council promptly shall conduct a hearing at which the Board, CEO and CFO shall be given full and fair opportunity to reply to the claims.

d. After the hearing, the Council promptly shall determine: (1) whether there has been serious and repeated violation of the Charter, Bylaws or Applicable Law, or extended and substantial failure to make reasonable progress toward achievement of the Corporation's Goals, and, if so, (2) whether to direct the deactivation of the Corporation. The Corporation shall not be deactivated except upon affirmative vote of eight (8) Tribal Council members on both questions (1) and (2).

e. Upon adoption of a resolution directing deactivation of the Corporation under Section 15.1.d, the Corporation and all Divisions shall cease to conduct operations except as necessary to wind up their affairs, and the Tribal Treasurer, in consultation with the Tribal Council and Tribal President, immediately shall cause a notice of the deactivation to be mailed to each known creditor of the Corporation and the Divisions and proceed to collect the assets of the Corporation and dispose of them in the manner provided in Section 15.1.f.

f. Upon the deactivation of the Corporation, the Tribal Treasurer, in consultation with the Tribal Council and the Tribal President, shall proceed to collect the assets of the Corporation and dispose of them as follows: first, in accordance with such priorities as may exist under Applicable Law, payment shall be made or arranged of all debts and liabilities of the Corporation and its Divisions, including any which may be owed to the Tribe; and, second, all remaining assets of the Corporation, including without limitation the Corporation's stock ownership or other ownership interest in any Subsidiaries of the Corporation, shall be paid, conveyed, assigned, or otherwise distributed to the Tribe or its designee(s), as directed by the Tribal Council. Thereafter, the Corporation shall continue to exist in inactive status, subject to reactivation by resolution or ordinance adopted by affirmative vote of eight (8) members of the Tribal Council.

**15.2 Revocation or Surrender of Charter.** This Charter may be revoked or surrendered only by Act of Congress as provided in Section 17 of the IRA.

**Article 16. Compliance with Charter, Bylaws and Applicable Law**

**16.1 Compliance.** The Corporation and its Divisions, and all Directors, Officers, Managers, employees and agents, while engaged in the business and affairs of the Corporation or its Divisions, shall comply with all provisions of this Charter, any Bylaws and Applicable Law.

**16.2 Invalidity of Provision.** If any provision of this Charter is found to be violative of Applicable Law, that provision shall be considered null and void and this Charter shall otherwise remain in full force and effect.

**Article 17. Bylaws and Amendment**

**17.1 Bylaws.** The Board of Directors may adopt, amend, or repeal Bylaws of the Corporation, provided the Bylaws may not contain provisions inconsistent with this Charter or Applicable Law.

**17.2 Amendment.** As provided in Section 17 of the IRA, this Charter may be amended by the Secretary of the Interior or his or her authorized delegee, upon petition by the Tribe, provided that any such amendment shall not be effective until ratified by affirmative vote of eight (8) members of the Tribal Council.

\* \* \* \* \*

### CERTIFICATE OF APPROVAL

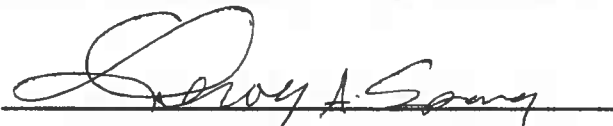
I, \_\_\_\_\_, Regional Director of the Rocky Mountain Regional Office of the Bureau of Indian Affairs, by virtue of the authority granted to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. § 477), as amended, and delegated to me by \_\_\_\_\_, do hereby approve this Federal Charter of Incorporation of the Northern Cheyenne Development Corporation for use by the Northern Cheyenne Tribe. The Charter shall become effective upon its ratification by the Tribal Council, PROVIDED, that this approval shall not be construed as authorizing any action under the Charter that would be contrary to federal law.

\_\_\_\_\_  
Regional Director

Date: \_\_\_\_\_

### RATIFICATION

The foregoing Charter of the Northern Cheyenne Development Corporation, a federally chartered corporation of the Northern Cheyenne Tribe, was ratified by the Northern Cheyenne Tribal Council, the governing body of the Northern Cheyenne Tribe, on the 15 day of MAY, 2012, as set forth in Northern Cheyenne Tribal Council Resolution No. 116 attached hereto.

  
\_\_\_\_\_  
President, Northern Cheyenne Tribe

Date: 5-15-2012