

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

WHEREAS, this Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, the Tribal Business Council has heretofore chartered the Twin Buttes Community Association (hereinafter "Twin Buttes") as a nonprofit corporation and for the purposes stated within the Twin Buttes Community Association Charter (hereinafter "Twin Buttes Charter"); and

WHEREAS, the Tribal Business Council now desires to charter the Twin Buttes Manufacturing Company ("TBMC"), and to empower the TBMC to undertake the financing, development, construction and operation of a modular homes manufacturing facility (hereinafter "Project") for the benefit of and as an entity wholly owned by Twin Buttes; and

WHEREAS, the Tribal Business Council desires to approve and authorize the issuance of the Three Affiliated Tribes Charter for Twin Buttes Manufacturing Company; and

WHEREAS, the Tribal Business Council has determined that the Project will be in the best interest of the general welfare of Twin Buttes and of the Three Affiliated Tribes and enrolled members thereof, and desires to give its support and approval to the Project; and

WHEREAS, in order for TBMC to accomplish the Project, it will be necessary for TBMC to obtain financing and to incur indebtedness therefor.

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes does hereby authorize and approve the issuance of the "Three Affiliated Tribes Charter for Twin Buttes Manufacturing Company," a copy of which is attached hereto and incorporated herein by reference, and the establishment and empowerment of the Twin Buttes Manufacturing Company thereunder for the benefit and as a wholly owned entity of the Twin Buttes Community Association.

**THREE AFFILIATED TRIBES CHARTER
for
TWIN BUTTES MANUFACTURING COMPANY**

In the exercise of its sovereign powers of self-government, and pursuant to its Constitution, the Three Affiliated Tribes of the Fort Berthold Reservation ("Tribe"), by and through its Tribal Business Council, issues this Charter ("Charter"), pursuant to Resolution adopted on June 4, 1997, to provide for the establishment of a corporation to finance, develop, construct and operate a modular homes manufacturing facility and business for the benefit of and to be wholly owned by the Twin Buttes Community Association.

1. Name and Duration. The name of the corporation is: TWIN BUTTES MANUFACTURING COMPANY. The period of duration of the Corporation shall be perpetual.

2. Establishment, Purposes and Powers. The TWIN BUTTES MANUFACTURING COMPANY ("Corporation") is hereby established as an entity for the benefit of and wholly-owned by the Twin Buttes Community Association. Subject to the terms and conditions of this Charter, the Corporation has authority and power to engage in all lawful activities including activities necessary or desirable for the successful financing, development, construction and operation of a modular homes manufacturing facility and business in accordance with applicable law. More specifically, the powers which the Corporation shall have and may exercise in furtherance of its purposes are:

- i. To sue and be sued, complain and defend, in its name alone, in accordance with Section 17 of this Charter;
- ii. To adopt, use and alter at its pleasure a corporate seal;
- iii. To purchase, take, receive, lease, acquire, own, hold, improve, use and otherwise deal in and with, real and/or personal property, and in interests therein, wherever situated;
- iv. To sell, convey, mortgage, encumber, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its Corporate property and assets;
- v. To make contracts, agreements, guarantees, and to incur liabilities, borrow money and issue its notes, bonds and other obligations;

- vi. To lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested;
- vii. To conduct its business, carry on its operations and have offices and exercise the powers granted by this Charter, within or without the Tribe's Reservation boundaries;
- viii. To make and alter by-laws, not inconsistent with this Charter or with applicable law, for the administration and regulation of its affairs;
- ix. To make donations for the public welfare or for charitable, scientific or educational purposes;
- x. To pay pensions and establish pension plans, pension trusts, profit sharing plans, and other incentive plans for any or all of its officers and employees;
- xi. To be a promoter, partner, member, associate, or manager of any partnership, joint venture, trust, limited liability company or other business organization; and/or
- xii. To have and exercise all powers necessary or convenient to effect its purpose in accordance with and subject to this Charter and applicable law.

3. Land. The site for the manufacturing facility and business to be developed and operated by the Corporation shall be on lands leased to the Corporation by the Twin Buttes Community Association or the Tribe.

4. Board of Directors.

(a) **General Powers.** All corporate powers shall be exercised, and the business and affairs of the Corporation shall be managed, by or under the direction of the Board of Directors ("Board" or "Board of Directors"), except as may otherwise be provided in this Charter or the bylaws of the Corporation.

(b) **Performance of Duties.** A Director of the Corporation shall perform his duties as a Director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interest of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a Director shall

be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in subparagraphs (i), (ii), and (iii) of this subparagraph (b); but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his duties shall not have any liability by reason of being or having been a Director of the Corporation. Those persons and groups upon whose information, opinions, reports, and statements a Director is entitled to rely are:

- i. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;
- ii. Counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; or
- iii. A committee of the Board upon which he does not serve, duly designated in accordance with the provisions of this Charter or the bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

(c) Composition and Appointment. The Board of Directors shall consist of five (5) members ("Member(s)" or "Director(s)") who shall be appointed by the Board of Directors of the Twin Buttes Community Association. The Directors shall have terms of office of five (5) years, except that the last person appointed to the initial Board shall serve a term of one (1) year, and the third and fourth persons appointed to the initial Board shall serve terms of three (3) years. A Director may serve after the expiration of his or her term of office until a successor has been appointed. A Director may be appointed for one or more terms, consecutive or otherwise.

(d) Meetings; Quorum. All official actions of the Board shall be taken by motion or resolution approved by the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present, unless the vote of a greater number is otherwise provided by this Charter. Three Directors shall constitute a quorum for the transaction of Board business. The Board shall establish by resolution the time and place for the holding of regular meetings without other notice than such resolution. At least one regular meeting shall be held each calendar month. Special meetings may be called by or at the request of the Chairman of the Board, any two (2) Directors or the

President, and held with proper notice. Written minutes of all Board meetings and actions shall be recorded and maintained as records of the Corporation. Meetings may be held and/or participated in telephonically.

(e) Notice. Notice of special meetings of the Board stating the time, date and location shall be given to each Director in writing by the Chairman, Directors or President calling the meeting no fewer than five (5) days before the meeting, excluding the day of the meeting. No written notice shall be required for regular monthly meetings held on the regular date set by the Board. Notice may be waived in writing signed by a Director, whether before or after the meeting begins, and such waiver shall be deemed the equivalent to the giving of notice. Attendance of any Director at a Board meeting shall constitute his or her waiver of notice except where the Director attends the meeting for the express purpose of objecting to the transaction of business on the ground that the meeting is not duly called or convened.

(f) Qualifications. In order to qualify for appointment to and/or continued service on the Board of Directors a person must satisfy all of the following requirements:

- i. Be an enrolled member of the Three Affiliated Tribes of the Fort Berthold Reservation and be a resident of the Twin Buttes Community (for purposes of this subparagraph, a "resident of the Twin Buttes Community" is any natural person who sleeps overnight at a residence located within the Twin Buttes Community for no less than five (5) evenings per week);
- ii. Be age eighteen (18) or older;
- iii. Have at least a high school diploma or GED equivalent education;
- iv. Have knowledge of or experience in business; and
- v. Have no prior record of conviction of, or entry of a plea of guilty or no contest to, any of the following in any tribal, state or federal court:
 - I. felony; and/or
 - II. a crime involving fraud, misrepresentation, dishonesty or moral turpitude.

Notwithstanding said qualifications, the Board of Directors of the Twin Buttes Community Association shall review each application for

membership on the Board, and may make exceptions where it is determined that a person's service on the Board will be consistent with applicable law and not impair the integrity of the Corporation.

(g) Removal of Board Members. A Member of the Board may be involuntarily removed from office prior to the expiration of his or her term for cause. For purposes of such removal, cause shall consist of any one of the following:

- i. Failure to meet or maintain the qualifications established in subparagraph (f) of this Section 4;
- ii. Gross neglect of duty;
- iii. Malfeasance in office; and/or
- iv. Three (3) consecutive unexcused absences from any Board meetings.

The Member may be removed by a majority vote of the Board of Directors of the Twin Buttes Community Association.

(h) Resignations and Vacancies. Any Member of the Board may resign at any time by giving written notice to the Chairman of the Board. The resignation shall become effective at the time specified in such notice, and the acceptance of such resignation shall not be necessary to make it effective. Any vacancy on the Board, howsoever caused, shall be filled for the unexpired portion of the vacated term by a qualified person appointed by the Board of Directors of the Twin Buttes Community Association.

(i) Compensation for Service; Reimbursement of Expenses. Each Member shall be compensated for service on the Board at a rate per meeting fixed by the Board of Directors of the Twin Buttes Community Association. In addition, Members may be reimbursed at actual cost for reasonable and documented expenses incurred in connection with the performance of their duties if approved by the Board of Directors of the Twin Buttes Community Association. The Board of Directors of the Twin Buttes Community Association may approve increased compensation to the Board Members upon request by the Board.

(j) Executive Committee. The Board of Directors, by resolution adopted by a majority of the number of Directors, may designate two or more Directors to constitute an executive committee, which shall have and may exercise all of the authority of the Board of Directors or such lesser authority as may be set forth in said resolution. No such delegation of authority shall operate to relieve the Board of Directors or any Member of the Board from any responsibility imposed by law.

5. Board Majority Approval of Major Corporation Actions. Notwithstanding anything in this Charter to the contrary, the following actions shall be submitted to the Board by the President and require prior approval by the affirmative vote of the majority of the Members of the Board of Directors:

- i. The hire and termination of all management officials;
- ii. Personnel policies and procedures for hiring, firing, promoting and training employees and wage and salary schedules including fringe benefit packages for employees;
- iii. All contracts for expenditures by the Corporation in excess of \$25,000.00;
- iv. All contracts for expenditures not within the annual Corporation operating budget approved by the Board and/or all expenditures which exceed any line item of the approved operating budget by more than ten percent (10%);
- v. The annual Corporation operating budget;
- vi. Proposals for manufacturing facility construction and/or expansion;
- vii. Any sale, assignment, pledge or other transfer of the Corporation's interests in real property, or portion thereof, as security for a loan or otherwise;
- viii. Proposed financial institutions for Corporation accounts and financial service needs; and
- ix. Such other matters as the Board of Directors may from time-to-time determine and/or as otherwise set forth within this Charter.

6. Officers.

(a) General. The officers of the Corporation shall be a president, a secretary and a treasurer, each of whom shall be appointed by a majority vote of the Board of Directors. The Board of Directors may appoint one or more vice presidents and such other officers, assistant officers, committees and agents, including a chairman of the Board, assistant secretaries and assistant treasurers, as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such

authority and duties as from time to time may be determined by the Board of Directors. The salaries of all the officers of the Corporation shall be fixed by the Board of Directors. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. The officers of the Corporation shall be 18 years of age or older. In all cases where the duties of any officer, agent or employee are not prescribed by this Charter, the bylaws or by the Board of Directors, such officer, agent or employee shall follow the orders and instructions of (i) the President, and if a chairman of the Board has been elected, then (ii) the Chairman of the Board.

(b) Appointment. The officers of the Corporation shall be appointed by a majority vote of the Board of Directors. The appointment of officers shall take place annually, if then necessary, at the first Board of Directors' meeting held in the calendar year. If such appointment of officers is not to be held at such meeting, such appointment shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly appointed and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

(c) Term of Office. The term of office of any officer shall not exceed ten years.

(d) Removal. Any officer or agent may be removed by the Board of Directors or by the executive committee, if any, whenever in its judgment the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

(e) Vacancies. A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

(f) President. The President shall, subject to the direction and supervision of the Board of Directors, be the chief executive officer of the Corporation, and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. He shall, unless otherwise directed by the Board of Directors, attend in person at all meetings of the stockholders of any other corporation in which the Corporation shall hold any stock. He may, on behalf of the Corporation, execute written waivers of notice and consents with respect to any such meetings. At all such meetings and otherwise, the President, in person, may vote the stock so held by the Corporation and may execute written consents and other instruments with respect to such stock and may exercise any and all rights and powers incident to the ownership of said stock, subject however to

the instructions, if any, of the Board of Directors. He shall, unless otherwise directed by the Board of Directors, be present and preside at all regular and special corporate meetings of the Board of Directors. He may sign, with the Secretary, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors, this Charter or the bylaws to some other officer or agent of the Corporation. The President in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

(g) Vice Presidents. The vice presidents, if any, shall assist the President and shall perform such duties as may be assigned to them by the President or by the Board of Directors. In the absence of the President, the vice president designated by the Board of Directors or (if there be no such designation) the vice president designated in writing by the President shall have the powers and perform the duties of the President. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

(h) Secretary. The Secretary shall:

- i. keep the minutes of the proceedings of the Board of Directors and any executive committee in one or more books provided for that purpose;
- ii. see that all notices are duly given in accordance with the provisions of this Charter, the bylaws or as required by law;
- iii. be custodian of the corporate records and of the seal of the corporation and affix the seal to all documents when authorized by the Board of Directors; and
- iv. in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

(i) Treasurer. The Treasurer shall:

- i. be the chief financial officer of the Corporation and have charge and custody of and be responsible for all funds of the Corporation;

- ii. receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with instructions of the Board of Directors; and
- iii. in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

(j) Chairman of the Board. The Chairman of the Board, when such an officer is authorized by the Board of Directors, shall, if present, preside at all meetings of the Board of Directors, and shall, in general, perform all duties incidental to the office of Chairman of the Board and such other duties as from time to time may be assigned by the Board of Directors.

7. Management.

(a) The President of the Corporation shall recommend, for approval by the Board, management officials to carry on the day-to-day business activities of the Corporation. Subject to the Board approval requirements of Section 5 and otherwise within this Charter, the Corporation management officials, under the direction of the President, shall:

- i. Plan and develop administrative organization and procedures for the Corporation;
- ii. Recruit, hire and train employees for positions necessary to the Corporation, giving preference to Three Affiliated Tribe members in accordance with Tribal and Federal law;
- iii. Develop commercially reasonable personnel policies and procedures which, at a minimum, shall establish a grievance procedure to settle disputes between employees and management;
- iv. Negotiate and secure agreements with suppliers and contractors to procure all equipment and goods necessary to Corporation activities;
- v. Market and publicize the Corporation so as to maximize exposure, public interest and sales;
- vi. Prepare annual operating budgets for the Corporation;

- vii. Ensure that all applicable taxes and legally-required deductions relating to the Corporation are withheld as required by law and paid on a timely basis;
- viii. Procure and maintain all insurance necessary to the Corporation and as is typical of standard industry practice;
- ix. Ensure that the Corporation is operated in accordance with all applicable laws;
- x. Perform all other activities necessary to the day-to-day management, maintenance and operation of the Corporation in a manner consistent with sound business practice; and
- xi. Perform all other activities as may be specified from time to time by the Board of Directors, Chairman of the Board and/or President.

The Board of Directors shall advise the President in writing of its approval, disapproval or necessary modification(s) to submissions made to the Board as required by this Charter.

8. Bank Accounts. The Corporation shall open such accounts in its name and with such banks as the Board may authorize and approve. All funds of the Corporation not otherwise employed shall be deposited to the Corporation's credit in such accounts. Funds in such accounts may be disbursed upon such signatures as the Board determines.

9. Books and Records; Reports. The Corporation shall maintain full, true and complete books of accounts of all funds of the Corporation in conformity with generally accepted accounting principles. Financial statements of the Corporation shall be prepared for and submitted to the Board of Directors on a monthly basis. All books, records and reports of the Corporation, regardless of their nature or content, shall at all times be available for inspection by the Board of Directors of the Twin Buttes Community Association.

10. Audits. The Board shall retain a certified public accountant as the independent auditor of the Corporation. The auditor shall not less frequently than annually (but more frequently as the Board may require) report to the Board on the auditor's examination of the books and records of the Corporation and on the auditor's recommendations with respect to management of the Corporation and any failure to comply with applicable law or contractual obligations.

11. Loans. The Board may authorize borrowing to obtain capital needed to enable the Corporation to conduct successful business operations; provided that, any obligation to be incurred by the Corporation in excess of \$25,000 shall be subject to approval by a majority of the Members of the Board of Directors. The Board may authorize the proper officers to execute and deliver, in the name and on behalf of the Corporation, notes, mortgages, security agreements, financing statements, and other documents deemed necessary or desirable to evidence such borrowing, the repayment obligations of the Corporation, and the security therefor; provided that, the Board has no power to encumber any land or other assets of the Three Affiliated Tribes or of the Twin Buttes Community Association or to waive the sovereign immunity of the Three Affiliated Tribes or of the Twin Buttes Community Association.

12. Disposition of Net Revenues. All net revenues of the Corporation shall be deposited into the Corporation's surplus reserve account on a monthly basis, or sooner if determined by the Board of Directors in consultation with management. The Board of Directors, in consultation with management and on a biannual basis, shall establish the amount of Corporation net revenues to be retained by the Corporation as surplus reserves and distribute any remaining net revenues to the general fund of the Twin Buttes Community Association.

13. Corporation Contracts. No contract or transaction between the Corporation and one or more of its directors, or between the Corporation and any corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for that reason or solely because the director or officer is present at or participates in the meeting of the Board thereof which authorizes, approves, or ratifies the contract or transaction or solely because his or their votes are counted for such purpose if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board in good faith authorizes, approves, or ratifies the contract or transaction by the affirmative vote of a majority of the disinterested directors even though the disinterested directors are less than a quorum; or

(b) The contract or transaction was fair as to the Corporation.

14. Indemnification of Directors and Officers.

(a) Indemnification. The Corporation may indemnify any person, made a party to a proceeding by reason of the fact that he is or was a director or officer of the Corporation if:

- i. He conducted himself in good faith; and
- ii. He reasonably believed;
 - I. In the case of conduct in his official capacity with the Corporation, that his conduct was in the best interest of the Corporation; or
 - II. In all other cases, his conduct was at least not opposed to the best interest of the Corporation; and
 - III. In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

(b) No Indemnification. The Corporation may not indemnify a director or officer under this Section 14 either:

- i. In connection with a proceeding by or in the right of the Corporation in which he was adjudged liable to the Corporation; or,
- ii. In connection with any proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

(c) Mandatory Indemnification. Unless limited by this Charter, the Corporation shall be required to indemnify a person who is or was a director or officer of the Corporation and who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party by reason of the fact that he is or was a director or officer of the Corporation, against reasonable expenses incurred by him in connection with the proceeding.

(d) Determination. No indemnification shall be made under this Section 14 unless authorized in the specific case after a determination has been made that indemnification of the director or officer is permissible in the circumstances because he has met the standards of conduct set forth in subparagraph (a). Such determination shall be made:

- i. By the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding; or
- ii. If such a quorum cannot be obtained, by a majority vote of a committee of the Board

designated by the Board, which committee shall consist of two or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

iii. If the quorum cannot be obtained or the committee cannot be established under subparts (i) and (ii) of this subparagraph (d), or even if a quorum is obtained or a committee designated if such quorum or committee so directs, the determination required to be made by this subparagraph (d) shall be made:

I. By independent legal counsel selected by a vote of the Board of Directors or the committee in the manner specified in subpart (i) or (ii) hereof or, if a quorum of the full Board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full Board.

Authorization of indemnification and evaluation as to the reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible; except that, if the determination that indemnification is permissible is made by independent legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected said counsel.

(e) Benefit Plan. A director's or officer's conduct with respect to an employee benefit plan for a purpose he reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of subpart ii. (II) of subparagraph (a). A director's or officer's conduct with respect to an employee benefit plan for a purpose that he did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of subpart i. of subparagraph (a).

(f) Advance Indemnification. Unless limited by this Charter, the Corporation may pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of the final disposition of the proceeding if:

i. The director or officer furnishes the Corporation a written affirmation of his good-faith belief that he has met the standard of

conduct described in subpart i. of subparagraph (a); and

- ii. The director or officer furnishes the Corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and
- iii. A determination is made that the facts then known to those making the determination would not preclude indemnification under this subparagraph (f).

The undertaking required by subpart ii of this subparagraph (f) shall be an unlimited general obligation of the director, or officer but need not be secured and may be accepted without reference to financial ability to make repayment. Determinations and authorizations of payments under this subparagraph (f) shall be made in the manner specified in subparagraph (d). The Corporation may indemnify and advance expenses to a director, officer, employee or agent of the Corporation to a greater extent if consistent with this subparagraph (f) and if provided for by the bylaws, resolution of the Board or in a contract.

(g) Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, fiduciary, or agent of the Corporation and who, while a director, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of any other corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against or incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Section 14. Any such insurance may be procured from any insurance company designated by the Board of Directors.

(h) Definitions. As used in this Section 14, the term:

- i. "Director" means any person who is or was a director of the Corporation and any person who, while a director of the Corporation is or was serving at the request of the Corporation as a director;
- ii. "Expenses" includes attorneys' fees;
- iii. "Official Capacity" when used with respect to a director, means the office of director in

the Corporation, and, when used with respect to an individual other than a director, means the office in the Corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation;

- iv. "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding; and
- v. "Proceeding" means any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

15. Other Policies, Procedures, Rules and By-Laws. The Board may promulgate such other policies, procedures, rules, and/or by-laws as it shall determine to be appropriate or necessary, which shall not be inconsistent with the provisions of this Charter or applicable law.

16. Service of Process. The President shall be the official agent for service of process upon the Corporation.

17. Limited Waiver of Sovereign Immunity. The Board is hereby authorized to grant a limited waiver of the Corporation's sovereign immunity from suit on a case-by-case basis as deemed necessary by the Board to carry on the business affairs of the Corporation; provided that, any such limited waiver by the Corporation shall only be with respect to Corporation assets; and provided further that, the Board and/or the Corporation is not empowered to waive the sovereign immunity of the Three Affiliated Tribes or of the Twin Buttes Community Association nor to subject any assets of the Three Affiliated Tribes or of the Twin Buttes Community Association, other than Corporation assets, to any liabilities or judicial process.

18. Effective Date. This Charter shall be effective as of the date of approval hereof by Resolution of the Tribal Business Council. This Charter shall supersede and control over any previous Resolution of the Tribal Business Council to the extent inconsistent herewith.

19. Amendment of Charter. This Charter may be amended by a majority of the Members of the Board of Directors with the consent of the Tribal Business Council.

20. Dissolution of Corporation. The Corporation may only be dissolved by action of the Tribal Business Council. Upon dissolution, Corporation assets remaining after payment of all

debts and liabilities shall be distributed to the Twin Buttes Community Association.

21. Twin Buttes Community Association Charter. The terms of the Charter of the Twin Buttes Community Association shall in no way alter, amend, restrict, limit or otherwise affect the terms of this Charter and/or the establishment and empowerment of the Twin Buttes Manufacturing Company hereunder.

BE IT FURTHER RESOLVED, that the Tribal Business Council hereby gives its support and approval to the Twin Buttes Manufacturing Company with respect to the financing, development, construction and operation of a modular homes manufacturing facility and related amenities by the Twin Buttes Manufacturing Company.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 6 were present at a **Special Meeting**, thereof duly called, noticed, convened, and held on the **4th** day of **June, 1997**; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman (voting) (not voting)

Dated this 4th day of June, 1997

Daylen Spotted Bear
Secretary, Tribal Business Council

ATTEST:



Chairman, Tribal Business Council