



TITLE 8

BUSINESS

CORPORATIONS

CODE

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**CHAPTER 1
BUSINESS CORPORATIONS**

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**SUBCHAPTER 1
GENERAL PROVISIONS**

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1001. Citation

This Code shall be known as the Leech Lake Band of Ojibwe Business Corporations Code [RTC Resolution] as amended.

1002 Purposes; Sovereign Immunity.

- 1. The purpose of this Code is to provide for economic development of the Leech Lake Band of Ojibwe and its members by:
 - a. providing the legal framework for organizing individually-owned business entities in order to expand the private business sector on the Reservation; and
 - b. authorizing the formation of wholly-owned Tribal business entities for managing the Tribe's economic activities separate from the general affairs of its Tribal Council, with the ability to enter into legally-binding contracts and commercial relationships without the need for formal Tribal Council action.
- 2. By the adoption of this Code, the Tribe does not waive its sovereign immunity or consent to suit in any court, federal, tribal or state, and neither the adoption of this Code, nor the incorporation of any limited liability company hereunder, shall be construed to be a waiver of the sovereign immunity of the Tribe or a consent to suit against the Tribe in any court.

1003 Scope.

This Code shall apply to all limited liability companies organized under its provisions or which elect to accept the provisions of this Code.

1004 Application.

The companies organized and created under this Code shall be subject to this Code, and all other laws of the Tribe. By organizing and creating a company under this Code, the company and its Owners shall be considered to have entered into a consensual relationship with the Tribe and agree to be subject to the full extent of the Tribe's legislative, regulatory and adjudicatory jurisdiction. Unless displaced by particular provisions of this Code or other Tribal law, the principles of law and equity supplement this Code. The Tribe reserves the right to amend or repeal the provisions of this Code. A corporation incorporated under or governed by this Code is subject to this reserved right.

1005. Definitions

For the purpose of this chapter, and any regulations issued pursuant to this chapter unless the language or context clearly indicates that a different meaning is intended, the words, terms, and phrases defined in this section have the meanings given them.

- (a) "Address" means mailing address, including a zip code. In the case of a registered office or principal executive office, the term means the mailing address and the actual office location which shall not be a post office box.
- (b) "Affiliate" means a person that directly or indirectly controls, is controlled by, or is under common control with, a specified person.
- (c) "Band" means the Leech Lake Band of Ojibwe.
- (d) "Board of Directors", or "Board" means the group of persons vested; with the general management of the internal affairs of the corporation, regardless of how designated.
- (e) "Bylaws" means the code adopted for the regulation or management of the internal affairs of the corporation, regardless of how designated.
- (f) "Class", when used with reference to shares, means a category of shares that differs in designation or one or more rights or preferences from another category of shares of the corporation.
- (g) "Closely held corporation" means a corporation which does not more than 35 shareholders.
- (h) "Corporate Registrar" means the Leech Lake Tax Commission.
- (i) (1) "Corporation" means a corporation, other than a foreign corporation, organized for profit and incorporated under or governed by this chapter. (2) "Corporation" means a corporation that is governed by this chapter.
- (j) "Director" means a member of the board.

(k) "For cause" For cause is a burden of proof or standard that a business entity must meet to justify discipline or discharge. For cause usually refers to a violation of a company policy or rule, or a violation of law. In some cases, a board member or employee may commit an act that is not specifically addressed within the company's policies but one of which the warrants discipline or discharge. Factors the court may consider include:

Was the board member or employee forewarned of the consequences of their actions?

Are the corporation's rules reasonably related to business efficiency and performance the corporation might reasonably expect from a board member or employee?

Was an effort made before discharge to determine whether the board member or employee was guilty as charged?

Was the investigation conducted fairly and objectively?

Did the corporation obtain substantial evidence of guilt?

Were the rules applied fairly and without discrimination?

Was the degree of discipline reasonably related to the seriousness of the board member's or employee's offense?

(l) "Foreign Corporation" means a corporation organized for profit that is incorporated under laws other than the laws of this state for a purpose or purposes for which a corporation may be incorporated under this chapter.

(m) "Good faith" means honestly in fact in the conduct

(n) "Intentionally" means that the person referred to either has a purpose to do or fail to do the act or cause the result specified or believes that the act or failure to act, if successful, will cause that result. A person "Intentionally" violates a statute if the person intentionally does the act or causes the result prohibited by the statute, even though the person may not know of the existence or constitutionality of the statute or the scope or meaning of the terms used in the statute.

(o) A person "knows" or has "knowledge" of a fact when the person has actual knowledge of it. A person does not "know" or have "knowledge" of a fact merely because the person has reason to know of the fact.

(p) "Officer" means a person elected, appointed, or otherwise designated as an officer by the board, and any other person, deemed elected as an officer pursuant to this chapter.

(q) "Organization" means a domestic or foreign corporation, partnership, limited partnership, joint venture, association, business trust, estate, trust, enterprise, and any other legal or commercial entity.

(r) "Person" includes a natural person and an organization.

(s) "Principal executive office" means an office where the elected or appointed chief executive officer of a corporation has an office. If the corporation has no elected or appointed chief executive officer, "principal executive office" means the registered office of the corporation.

(t) "Publicly held corporation" means a corporation that has a class of equity securities registered pursuant to section 12 (15 U.S.C.A. 781), or is subject to section 15 (d) (15 U.S.C.A. 780), of the Securities Exchange Act of 1934.

(u) "Registered office" means the place within the jurisdiction of the Band designated in the articles of a corporation as the registered office of the corporation.

(v) "Related corporation" of a specified corporation means a parent or subsidiary of the specified corporation or another subsidiary of a parent of the specified corporation.

(w) "Share" means one of the units, however designated, into which the shareholders' proprietary interests in a corporation are divided.

(x) "Shareholder" means a person registered on the books or records of a corporation or its transfer agent or registrar as the owner of whole or fractional shares of the corporation.

(y) "Subsidiary" of a specified corporation means a corporation having more than 50 percent of the voting power of its shares entitled to vote for directors owned directly, or indirectly through related corporations, by the specified corporation.

1006. Regulations.

(a) The Corporate Registrar shall promulgate regulations with regard to Business Corporations governing:

(1) Powers (not inconsistent with other applicable law);

(2) Board of directors;

(3) Officers;

(4) Shares, shareholders;

(5) Loans, obligations, distribution;

(6) Merger, exchange, transfer;

(7) Dissolution;

(8) Extension;

(9) Corporate registration; and

(10) Actions against corporations.

(b) Such regulations shall closely parallel the Minnesota Business Corporation Act. (M.S.A. 302A.001 et seq.)

1007. Foreign Corporations

Foreign corporations conducting business within the jurisdiction of the Band need not file with the Corporate Registrar as a foreign corporation. A foreign corporation shall be required to acquire a license to conduct business within the jurisdiction of the Band.

**SUBCHAPTER 2
INCORPORATION AND ARTICLES**

Section

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- 1107. Change of registered office or registered agent; change of name of registered agent;
- 1108. Amendment of articles.
- 1109. Filing articles.
- 1110. Effective date of articles.
- 1111. Presumption; certificate of incorporation.
- 1112. Corporations Wholly Owned by the Tribe.

1101. Purposes

(a) A corporation may be incorporated under this chapter for any business purpose, unless some other Band law requires incorporation for any of those purposes under a different law. Unless otherwise provided in its articles, a corporation has general business purposes.

(b)

1102. Incorporators

One or more natural persons of full age may act as incorporators of a corporation by filing with the Corporate Registrar articles of incorporation for the corporation.

1103. Articles

- (a) **Required provisions.** The articles of incorporation shall contain;
 - (1) The name of the corporation;
 - (2) The address of the registered office of the corporation and the name of its registered agent, if any at that address.
 - (3) The aggregate number of shares that the corporation has the authority to issue; and
 - (4) The name and address of each incorporator.
- (b) **Statutory provisions that may be modified only in articles.** The following provisions govern a corporation unless modified in the articles:
 - A corporation has general business purposes;
 - (1) A corporation has perpetual existence and certain powers;
 - (2) The power to adopt amend or repeal the bylaws is vested in the board;

- (3) A corporation must not allow cumulative voting for directors;
- (4) The affirmative vote of a majority of directors present is required for an action of the board;
- (5) A written action by the board taken without a meeting must be signed by all directors;
- (6) The board must authorize the issuance of securities and rights to purchase securities;
- (7) All shares are common shares entitled to vote and are of one class and one series;
- (8) All shares have equal rights and preferences in all matters not otherwise provided for by the board;
- (9) The par value of shares is fixed at one cent per share for certain purposes and may be fixed by the board for certain other purposes;
- (10) The board or the shareholders may issue shares for any consideration or for no consideration to effectuate share dividends or splits, and determine the value of nonmonetary consideration;
- (11) Shares of a class or series must not be issued to holders of shares of another class or series to effectuate share dividends or splits, unless authorized by a majority of the voting power of the shares of the same class or series as the shares to be issued;
- (12) A corporation may issue rights to purchase securities whose terms, provisions, and conditions are fixed by the board,
- (13) A shareholder has certain preemptive rights, unless otherwise provided by the board;
- (14) The affirmative vote of the holders of a majority of the voting power of the shares present and entitled to vote at a duly held meeting is required for an action of the shareholders, except where this chapter requires the affirmative vote of a majority of the voting power of all shares entitled to vote;
- (15) Shares of a corporation acquired by the corporation may be reissued;
- (16) Each share has one vote unless otherwise provided in the terms of the share; and
- (17) A corporation may issue shares for a consideration less than the par value, if any, of the shares.

(c) **Statutory provisions that may be modified either in articles or in bylaws.** The following provisions govern a corporation unless modified either in the articles or in the bylaws:

- (1) Directors serve for an indefinite term that expires at the next regular meeting of shareholders;
- (2) The compensation of directors is fixed by the board;
- (3) A certain method must be used for removal of directors;

- (4) A certain method must be used for filling board vacancies;
- (5) If the board fails to select a place for a board meeting, it must be held at the principal executive office;
- (6) A director may call a board meeting, and the notice of the meeting need not state the purpose of the meeting;
- (7) A majority of the board is a quorum for a board meeting;
- (8) A committee shall consist of one or more persons, who need not be directors, appointed by affirmative vote of a majority of the directors present;
- (9) The board may establish a special litigation committee;
- (10) The chief executive officer and chief financial officer have specified duties, until the board determines otherwise;
- (11) Officers may delegate some or all of their duties and powers, if not prohibited by the board from doing so;
- (12) The board may establish uncertificated shares;
- (13) Regular meetings of shareholders need not be held, unless demanded by a shareholder under certain conditions;
- (14) In all instances where a specific minimum notice period has not otherwise been fixed by law, not less than ten-days notice is required for a meeting of shareholders;
- (15) The number of shares required for a quorum at a shareholders meeting is a majority of the voting power of the shares entitled to vote at the meeting.
- (16) The board may fix a date up to 60 days before the date of a shareholders' meeting as the date for the determination of the holders of shares entitled to notice of and entitled to vote at the meeting;
- (17) Indemnification of certain persons is required; and
- (18) The board may authorize, and the corporation may make, distributions not prohibited, limited, or restricted by an agreement.

(d) **Optional provisions; Specific subjects.** The following provisions relating to the management of the business or the regulation of the affairs of a corporation may be included either in the articles or, except for naming members of the first board, fixing a greater than majority director or shareholder vote, or giving or prescribing the manner of giving voting rights to persons other than shareholders otherwise than pursuant to the articles, or eliminating, or limiting a director's personal liability, in the bylaws:

- (1) The members of the first board may be named in the articles;
- (2) A manner for increasing or decreasing the number of directors may be provided;
- (3) Additional qualifications for directors may be imposed;
- (4) Directors may be classified;
- (5) The day or date, time, and place of board meetings may be fixed;

- (6) Absent directors may be permitted to give written consent or opposition to a proposal;
- (7) A larger than majority vote may be required for board action;
- (8) Authority to sign and deliver certain documents may be delegated to an officer or agent of the corporation other than the chief executive officer;
- (9) Additional officers may be designated;
- (10) Additional powers, rights, duties, and responsibilities may be given to officers;
- (11) A method for filling vacant offices may be specified;
- (12) A certain officer or agent may be authorized to sign share certificates;
- (13) The transfer or registration of transfer of securities may be restricted;
- (14) The day or date, time, and place of regular shareholder meetings may be fixed;
- (15) Certain persons may be authorized to call special meetings of shareholders;
- (16) Notices of shareholder meetings may be required to contain certain information;
- (17) A larger than majority vote may be required for shareholders action;
- (18) Voting rights may be granted in or pursuant to the articles to persons who are not shareholders;
- (19) Corporate actions giving rise to dissenter rights may be designated;
- (20) The rights and priorities of persons to receive distributions may be established; and
- (21) A director's personal liability to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director may be eliminated or limited in the articles.

(e) **Optional provisions: generally.** The articles may contain other provisions not inconsistent with the law relating to the management of the business or the regulation of the affairs of the corporation.

(f) **Powers need not be stated.** It is not necessary to set forth in the articles any of the corporate powers granted by this chapter.

1104. Corporate name

- (a) Requirements; prohibitions. The corporate name:
 - (1) Shall be in the English language, the Ojibwe language, or in any other language expressed in English letters or characters;
 - (2) Shall contain the word "corporation," "incorporated," or "limited," or shall contain an abbreviation of one or more of these words, or the word "company" or

the abbreviation "Co." if that word or abbreviation is not immediately preceded by the word "and" or the character "&;

(3) Shall not contain a word or phrase that indicates or implies that it is incorporated for a purpose other than a legal business purpose;

(4) Shall be distinguishable upon the records office of the Corporate Registrar from the name of a domestic corporation or limited partnership, whether profit or nonprofit, or a foreign corporation or limited partnership authorized or registered to do business within the jurisdiction of the Band, whether profit or nonprofit, or a name the right to which is, at the time of incorporation, reserved or provided for in Band Law or regulations promulgated pursuant to this chapter unless exempted by the Corporate Registrar.

(b) **Determination.** The Corporate Registrar shall determine whether a name is "distinguishable" from another name for purposes of this chapter.

1105. Reserved name

(a) **Who may reserve.** The exclusive right to the use of a corporate name otherwise permitted by this chapter may be reserved by:

(1) A person doing business within the jurisdiction of the Band under that name;

(2) A person intending to incorporate under this chapter;

(3) A domestic corporation intending to change its name;

(b) **Method of reservation.** The reservation shall be made by filing with the Corporate Registrar a request that the name be reserved. If the name is available for use by the applicant, the Corporate Registrar shall reserve the name for the exclusive use of the applicant for a period of 12 months. The reservation may be renewed for successive 12-month periods.

(c) **Transfer of reservation.** The right to the exclusive use of a corporate name reserved pursuant to this section may be transferred to another person by or on behalf of the applicant for whom the name was reserved by filing with the Corporate Registrar a notice of the transfer and specifying the name and address of the transferee.

1106. Registered office; registered agent

(a) **Registered office.** A corporation shall continuously maintain a registered office within the jurisdiction of the Band. A registered office need not be the same as the principal place of business or the principal executive office of the corporation.

(b) **Registered agent.** A corporation may designate in its articles a registered agent. The registered agent may be a natural person residing within the jurisdiction of the Band, a domestic corporation, or a foreign corporation authorized to transact business within the

jurisdiction of the Band. The registered agent must maintain a business office that is identical with the registered office.

1107. Change of registered office or registered agent; Change of name of registered agent

(a) **Statement.** A corporation may change its registered office, designate or change its registered agent, or state a change in the name of its registered agent, by filing with the Corporate Registrar a statement containing:

- (1) The name of the corporation;
- (2) If the address of its registered office is to be changed, the new address of its registered office;
- (3) If its registered agent is to be designated or changed, the name of its registered agent;
- (4) If the name of its registered agent is to be changed, the name of its registered agent;
- (5) A statement that the address of its registered office and the address of the business office of its registered agent, as changed, will be identical; and
- (6) A statement that the change of registered office or registered agent was authorized by resolution approved by the affirmative vote of a majority of the directors present.

(b) **Resignation of agent.** A registered agent of a corporation may resign by filing with the Corporate Registrar a signed written notice of resignation, including a statement that a signed copy of the notice has been given to the corporation at its principal executive office or to legal representative of the corporation. The appointment of the agent terminates 30 days after the notice is filed with the Corporate Registrar.

(c) **Change of business address or name of agent.** If the business address or name of a registered agent changes the agent shall change the address of the registered agent, as the case may be, of each corporation represented by that agent by filing with the Corporate Registrar a statement as required in subsection (a), except that it need be signed only by the registered agent, need not be responsive to paragraph (3) or (6) of subsection (a), and must state that a copy of the statement has been mailed to each of those corporations.

1108. Amendment of Articles

The articles of corporation organized under this chapter may be amended in a manner prescribed by the Corporate Registrar.

1109. Filing articles

Articles of incorporation and articles of amendment shall be filed with the Corporate Registrar.

1110. Effective date of articles

Articles of incorporation are effective and corporate existence begins when the articles of incorporation are filed with the Corporate Registrar accompanied by appropriate payment.

1111. Presumption; certificate of incorporation.

When the articles of incorporation have been filed with the Corporate Registrar and the required fee has been paid to the Corporate Registrar, it is presumed that all conditions precedent required to be performed by the incorporators have been complied with and that the corporation has been incorporated, and the Corporate Registrar shall issue a certificate of incorporation to the corporation, but this presumption does not apply against the Band in a proceeding to cancel or revoke the certificate of incorporation or to compel the involuntary dissolution of the corporation.

1112. Corporations Wholly Owned by the Tribe.

1. Scope.

Sections 11-1001 through 11-1091 apply to all tribal corporations wholly owned by the Tribe, whether directly or as a subsidiary of another tribal corporation wholly owned by the Tribe, as provided in section 11-1002.

2. Application.

(a). Corporations directly owned by the Tribe. The consent of the Tribal Council shall be required prior to the incorporation under this Code of any corporation to be wholly owned by the Tribe. For this purpose, the incorporator shall file with the Tribal Secretary, when the incorporator files the articles of incorporation of a corporation to be wholly owned by the Tribe, a certified copy of a resolution of the Tribal Council authorizing the formation of the corporation.

(b). Corporations indirectly owned by the Tribe. The consent of the board of directors of the corporation wholly owned by the Tribe shall be required prior to the incorporation under this Code of a subsidiary corporation to be wholly owned by a parent corporation that is wholly owned by the Tribe. For this purpose, the incorporator shall file with the Tribal Secretary, when the incorporator files the articles of incorporation of a subsidiary corporation to be wholly owned by a parent corporation that is wholly owned by the Tribe, a certified copy of a resolution of the board of the parent corporation authorizing the formation of the subsidiary corporation.

(c). Designation in articles. The articles of a corporation wholly owned, directly or indirectly, by the Tribe and subject to the provisions of sections 11-1001 to 11-1091 shall expressly so state and when accepting the articles for filing, the Tribal Secretary shall note that the corporation is governed by the provisions of this Code applicable to wholly owned tribal corporations. [TCR 94-124]

3. Special Powers, Privileges and Immunities of Corporations Wholly Owned by the Tribe.

(a). Scope. The special powers, privileges and immunities described in this section shall be available only to a corporation wholly owned, directly or indirectly, by the Tribe.

(b). Jurisdictional and tax immunities. All of the rights, privileges and immunities of the Tribe concerning federal, state, or local taxes, regulations and jurisdiction are hereby conferred on all tribal corporations wholly owned, directly or indirectly, by the Tribe to

the same extent that the Tribe would have such rights, privileges and immunities if it engaged in the activities undertaken by the corporation. Absent consent by the corporation, a corporation wholly owned, directly or indirectly, by the Tribe shall not be subject to taxation by the Tribe, except to the extent that such taxation is necessary and reasonably appropriate to compensate the Tribe for services provided to the corporation by the Tribe.

(c). Sovereign immunity. The sovereign immunity of the Tribe is hereby conferred on all tribal corporations wholly owned, directly or indirectly, by the Tribe. A corporation wholly owned, directly or indirectly, by the Tribe shall have the power to sue and is authorized to consent to be sued in the court, and in all other courts of competent jurisdiction, provided, however, that:

(i) no such consent to suit shall be effective against the corporation unless such consent is:

(1) explicit,

(2) contained in a written contract or commercial document to which the corporation is a party, and

(3) specifically approved by the board of directors of the corporation, and

(ii) any recovery against such corporation shall be limited to the assets of the corporation.

Any consent to suit may be limited to the court or courts in which suit may be brought, to the matters that may be made the subject of the suit and to the assets or revenues of the corporation against which any judgment may be executed.

4. Board.

(a). Removal of directors. A director of a corporation wholly owned, directly or indirectly, by the Tribe may be only removed for cause by the Tribal Council.

(b). Loans to directors. A corporation wholly owned, directly or indirectly, by the Tribe may not lend money to or guarantee the personal obligation of a director, officer or employee of the corporation under any circumstances.

5. Shares in Corporations Wholly Owned by the Tribe; Shareholders; Voting.

(a). Shares in wholly owned corporations. Share certificates (or transaction statements for uncertificated shares) of corporations wholly owned, directly, by the Tribe shall be issued in the name of the Tribe, and all such shares shall be held by and for the Tribe. No member of the Tribe shall have any personal ownership interest in any corporation wholly owned, directly or indirectly, by the Tribe, whether by virtue of such person's status as a member of the Tribe or otherwise.

(b). Shares. A corporation wholly owned, directly, by the Tribe may not issue preferred or special shares.

(c). Voting. A member of the Tribal Council shall be authorized to vote shares of the corporation owned by the Tribe, as contemplated by section 11-445, Subdivision 4 of this Code, in the following manner: Each member shall have the right to vote that number of shares which is equal to a fraction of the total shares owned by the Tribe. The fraction is calculated by dividing the total number of shares owned by the Tribe by the number of Tribal Council members holding such office at the date on which the vote is taken. Each member of the Tribal Council shall enjoy such voting rights in the corporation as is

provided by the Constitution and bylaws of the Tribe to such person as a member of the Tribal Council. Such voting rights shall be enjoyed for as long as such council member remains a duly elected member of the Tribal Council. In voting the shares of a corporation wholly owned by the Tribe, the members of the Tribal Council are acting not in a personal capacity but in a representative capacity on behalf of the Tribe itself.

(d). Proxies illegal. Section 11-449 shall not apply to any corporation wholly owned, directly or indirectly, by the Tribe. Any proxy given for the voting of shares in a corporation wholly owned, directly or indirectly, by the Tribe shall be void and unenforceable.

(e). Voting trusts illegal. Section 11-453 shall not apply to any corporation wholly owned, directly or indirectly, by the Tribe. Any voting trust agreement for any interest held in a corporation wholly owned, directly or indirectly, by the Tribe shall be void and unenforceable.

(f). Shareholder control agreements illegal. Section 11-457 shall not apply to any corporation wholly owned, directly or indirectly, by the Tribe.

Any shareholder control agreement for any interest held in a corporation wholly owned, directly or indirectly, by the Tribe shall be void and unenforceable.

(g). No cumulative voting. Section 11-215 shall not apply to any corporation wholly owned, directly or indirectly, by the Tribe.

6. Liability of Tribe as Shareholder.

Neither the Tribe nor any member of the Tribal Council shall be under any obligation to a corporation wholly owned, directly or indirectly, by the Tribe or to the creditors of any such corporation and the Tribe shall not be deemed to have waived any of the Tribe's privileges or immunities if the Tribe incorporates, owns or operates a corporation, directly or indirectly.

7. Shareholder Meetings.

(a). Annual meeting. Annual meetings of the Tribal Council, in its capacity as the shareholders of a corporation wholly owned, directly, by the Tribe, shall be held at such time and at such place on the Reservation as the board of directors shall determine. If the board of directors fails to set the time and date of meeting, it shall be held on the second Tuesday in January of each year. At such annual meeting, the Tribal Council, in its capacity as the shareholders of the corporation, shall transact such business as may properly be brought before the meeting. Such meetings may be called and held in the same manner as applicable law provides for meetings of the Tribal Council.

(b). Special meetings. Special meeting of the Tribal Council, in its capacity as the shareholders of the corporation, may be called and held for any purpose in the manner provided for the call and holding of special meetings of the Tribal Council.

(c). Notice of meetings. The board of directors shall notify the Tribal Council of the date, time and place of the annual meeting of shareholders at least 20 days before the meeting and of any special meeting of the shareholders at least five days before the meeting. Notices shall be deemed to be effective if placed in the U.S. Mail, with proper first class postage affixed, at least 22 days (but not more than 62 days) prior to an annual meeting, and at least 7 days (but not more than 62 days) prior to a special meeting, or on the date personally delivered to the Secretary of the Tribal Council.

(d). Time and place of shareholder's meetings. Meetings of the shareholders of the corporation shall be held at the principal place of business or of the corporation or at such other location within the Winnebago Nebraska Reservation at such time and place as the board of directors shall fix.

(e). Manner of meeting. Except as otherwise provided in these Articles the shareholders of the corporation may conduct regular or special meetings through the use of any means and procedures which are proper for meetings of the Tribal Council.

(f). Presiding officer. The Chairman of the Tribal Council shall preside over any shareholder's meeting.

8. Assets; Distribution of Income.

(a). Assets. Subject to the contractual and sovereign rights of others, including the Tribe, the corporation shall have as its corporate assets, and the authority to acquire, manage, own, use, pledge, encumber, or otherwise dispose of, the following:

(i) all funds which the corporation may acquire by subscription, grant, gift, loan or other means,

(ii) all interests in real and personal property, whether of a tangible or intangible nature, which the corporation may acquire by subscription, grant, gift, loan, purchase, lease or other means, and

(iii) all earnings, interest, dividends, accumulations, contract rights, claims and other proceeds arising from any of the foregoing.

(b). Distribution of net income to tribe required. All or that portion of the net income of a corporation wholly owned, directly, by the Tribe shall be distributed to the Tribe at such time as the Tribal Council may determine. The net income of any wholly owned subsidiary of such a corporation and the corporation's share of the net income of any subsidiary of such a corporation, shall be determined in accordance with generally accepted accounting principles. Upon request of the Tribal Council, the board of directors of a corporation wholly owned, directly, by the Tribe will, if the corporation controls a subsidiary, cause the subsidiary to distribute to the corporation all or such portion of the net income of the subsidiary as may be requested by the Tribal Council.

9. Voluntary Dissolution by Incorporators.

A corporation wholly owned, directly, by the Tribe with no shares having been issued may be dissolved by a resolution adopted by the incorporators, or if a board of directors has been appointed or elected, by the board of directors and separately concurred in by a majority of the members of the Tribal Council.

CHAPTER 2
NONPROFIT CORPORATIONS

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SUBCHAPTER 1
GENERAL PROVISIONS

Section

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- 2003. Scope of chapter.
- 2004. Regulations.
- 2005. Foreign corporations.

2001. Citation

This chapter may be cited as the Leech Lake Band of Ojibwe Non Profit Corporation Act.

2002. Definitions

For purposes of this chapter, the terms in this section have the meanings given them, unless the language or context clearly shows that a different meaning is intended.

- (a) "Address" means mailing address, including a zip code, except that in the case of a registered office, address means the mailing address and the actual office location, which may not be a post office box.
- (b) "Band" means the Leech Lake Band of Ojibwe.
- (c) "Board of Directors" or "Board" means the group of persons vested with the general management of the internal affairs of a corporation, regardless of how they are identified.
- (d) "Bylaws" means the code adopted for the regulation or management of the internal affairs of a corporation, regardless of how designated.
- (e) "Corporate Registrar" means the Corporate Registrar of Corporate Affairs.
- (f) "Corporation" means a corporation that is governed by this chapter. A corporation may not:

- (1) Be informed for a purpose involving pecuniary gain to its members, other than to members that are nonprofit organizations or subdivisions, units, or agencies of the United States or a tribal government or subdivision thereof; and
 - (2) Pay dividends or other pecuniary remuneration, directly or indirectly to its members, other than to members that are nonprofit organizations or subdivisions, units, or agencies of the United States or a tribal government or a subdivision thereof.
- (g) "Director" means a member of the board.
- (h) "For cause" For cause is a burden of proof or standard that a business entity must meet to justify discipline or discharge. For cause usually refers to a violation of a company policy or rule, or a violation of law. In some cases, a board member or employee may commit an act that is not specifically addressed within the company's policies but one of which the warrants discipline or discharge. Factors the court may consider include:
- Was the board member or employee forewarned of the consequences of their actions?
 - Are the corporation's rules reasonably related to business efficiency and performance the corporation might reasonably expect from a board member or employee?
 - Was an effort made before discharge to determine whether the board member or employee was guilty as charged?
 - Was the investigation conducted fairly and objectively?
 - Did the corporation obtain substantial evidence of guilt?
 - Were the rules applied fairly and without discrimination?
 - Was the degree of discipline reasonably related to the seriousness of the board member's or employee's offense?
- (i) "Foreign Corporation" means a corporation that is formed under laws other than the laws of the band.
- (j) "Good Faith" means honesty in fact in the conduct of an act or transaction.
- (k) "Member" means a person with membership rights in a corporation under its articles or bylaws, regardless of how the person is identified.
- (l) "Members with voting rights or voting members" means members or a class by the board or the members that have voting rights with respect to the purpose or matter involved.
- (m) "Officer" means a person elected, appointed, or otherwise designated as an officer by the board or the members, and a person considered elected an officer under this chapter.
- (n) "Organization" means a domestic or foreign business or nonprofit corporation, partnership, limited partnership, joint venture, association, trust, estate, enterprise, or other legal or commercial entity.
- (o) "Registered office" means the place within the jurisdiction of the Band designated in the articles of a corporation as the registered office of the corporation.

- (p) "Written action" means a written document signed by all of the persons required to take the action. The term also means the counterparts of a written document signed by any of the persons taking the action. A counterpart is the action of the persons signing it, and all the counterparts are one written action by all of the persons signing them.

2003. Regulations

(a) The Corporate Registrar of Corporate Affairs shall issue regulations with regard to Nonprofit Corporations governing the:

- (1) Powers (not inconsistent with other applicable law);
- (2) Organization, bylaws;
- (3) Board of directors;
- (4) Officers;
- (5) Members;
- (6) Loans, obligations;
- (7) Merger, consolidation, transfer;
- (8) Dissolution, extension, corporate registration;
- (9) Actions against corporations; and
- (10) Special provisions.

(b) These regulations shall closely parallel the Nonprofit Corporations Act enacted by the State of Minnesota.

2005. Foreign corporations

Foreign corporations conducting business within the jurisdiction of the Band need not file with the Corporate Registrar as a foreign corporation. A foreign corporation shall be required to acquire a license to conduct business within the jurisdiction of the Band.

SUBCHAPTER 2
INCORPORATION AND ARTICLES

Section

- 2101. Purposes.
- 2102. Incorporators.
- 2103. Articles.
- 2104. Corporate name.
- 2105. Reserved name.
- 2106. Registered office; registered agent.
- 2107. Change of registered office or registered agent; change of name of registered agent.
- 2108. Amendment of articles.
- 2109. Filing; effective date of articles.
- 2110. Presumption; certificate of incorporation.

2101. Purposes

A corporation may be incorporated under this chapter for any lawful purpose, unless another statute requires incorporation for a purpose under a different law. Unless otherwise limited in its articles, a corporation has a general purpose of engaging in any lawful activity. A corporation engaging in conduct that is regulated by another statute is subject to the limitations of the other statute.

2102. Incorporators

One or more adult natural persons may act as incorporators of a corporation by filing articles of incorporation for the corporation with the Corporate Registrar.

2103. Articles

(a) **Required provisions.** The articles of incorporation must contain:

- (1) the name of the corporation;
- (2) the address of the registered office of the corporation and the name of its registered agent, if any, at that address;
- (3) The name and address of each incorporator; and
- (4) A statement that the corporation is organized under this chapter.

(b) **Statutory provisions that may be modified only in articles.** The following provisions govern a corporation unless modified in the articles:

- (1) A corporation has general purpose of engaging in any lawful activity;
- (2) The power to initially adopt, amend, repeal the bylaws is vested in the board;
- (3) Cumulative voting for directors is prohibited;
- (4) A written action by the board taken without a meeting must be signed by all directors; and

- (5) Members are of one class.
- (c) **Statutory provisions that may be modified in articles or bylaws.** The following provisions govern a corporation unless modified in the articles or bylaws:
- (1) A certain method must be used for amending the articles;
 - (2) A corporation has perpetual duration and certain powers;
 - (3) Certain procedures apply to the adoption, amendment, or repeal of bylaws by the members;
 - (4) A director holds office until expiration of the director's term and election of a successor;
 - (5) The term of a director filling a vacancy expires at the end of the term the director is filling;
 - (6) The compensation of directors is fixed by the board;
 - (7) A certain method must be used for removal of directors;
 - (8) A certain method must be used for filling board vacancies;
 - (9) Board meetings must be held at least once per year and if the board fails to select a place for a board meeting, it must be held at the registered office;
 - (10) A director may call a board meeting, and the notice of the meeting need not state the purpose of the meeting;
 - (11) A majority of the board is quorum;
 - (12) The affirmative vote of the majority of directors present is required for board action;
 - (13) A committee consists of one or more persons, who need not be directors, appointed by the board;
 - (14) The president and treasurer have certain duties, until the board determines otherwise;
 - (15) Officers may delegate some or all of their duties and powers, if not prohibited by the board from doing so;
 - (16) A corporation does not have members;
 - (17) The board may determine the consideration required to admit members;
 - (18) All members are entitled to vote and have equal rights and preferences in matters not otherwise provided for by the board or members;
 - (19) Memberships may not be transferred;
 - (20) A corporation with voting members must hold a regular meeting of voting members annually;
 - (21) If a specific minimum notice period has not been fixed by law, at least five days notice is required for a meeting of members;
 - (22) The board may fix a date up to 60 days before the date of a members meeting as the date for determination of the members entitled to notice of and entitled to vote at the meeting;
 - (23) Each member has one vote;

- (24) The affirmative vote of the majority of members with voting rights present and entitled to vote is required for action of the members, unless this chapter or the articles or bylaws require a greater vote or voting by class;
 - (25) Members may take action at a meeting by voice or ballot, by unanimous action without a meeting, by mailed ballot, or by electronic communication;
 - (26) The number of members required for a quorum is ten percent of the members entitled to vote;
 - (27) Certain procedures govern acceptance of member acts; and
 - (28) Indemnification of certain persons is required.
- (d) **Optional provisions; specific subjects.** The following provisions relating to the management or regulation of the affairs of a corporation may be included in the articles or, except for naming members of the first board, in the bylaws:
- (1) The first board of directors may be named in the articles;
 - (2) Additional qualifications for directors may be imposed;
 - (3) Terms of directors may be staggered;
 - (4) The day or date, time, and place of board meetings may be fixed;
 - (5) In addition to the president, authority to sign and deliver certain documents may be delegated to an officer or agent of the corporation;
 - (6) Additional officers may be designated;
 - (7) Additional powers, rights, duties, and responsibilities may be given to officers;
 - (8) A method for filling vacant offices may be specified;
 - (9) Membership criteria and procedures for admission may be established;
 - (10) Membership terms may be fixed;
 - (11) A corporation may levy dues, assessments, or fees on members;
 - (12) A corporation may buy members;
 - (13) A corporation may have delegates with some or all the authority of members;
 - (14) The day or date, time, and place of regular member meetings or the place of special meetings may be fixed;
 - (15) Certain persons may be authorized to call special meetings of members; Notices of special member meetings may be required to contain certain information;
 - (16) A larger than majority vote may be required for member action;
 - (17) Members may vote by proxy; and
 - (18) Members may enter into voting agreements.
- (e) **Optional provisions generally.** The articles may contain other provisions consistent with law relating to the management or regulation of the affairs of the corporation.
- (f) **Powers need not be stated.** It is not necessary to state the corporate powers granted by this chapter in the articles.

2104. Corporate name

(a) Requirements.

(1) The corporate name must be in English language, the Ojibwe language, or in another language expressed in English letters or characters.

(2) A corporate name may not contain a word or phrase that shows or implies that it may not be incorporated under this chapter.

(3) A corporate name need not contain the word "corporation," "incorporated," "company," or "limited," or an abbreviation of one of these words.

(b) Name must be distinguishable. A corporate name must be distinguishable upon the records in the office of Corporate Registrar from the name of a domestic corporation or limited partnership, a foreign corporation or limited partnership authorized or registered to do business within the jurisdiction of the Band, whether profit or nonprofit, or a name the right to which is, at the time of incorporation, reserved, registered, or provided for in Band law or regulations promulgated pursuant thereto unless exempted by the Corporate Registrar.

2105. Reserved name

(a) Who may reserve. A corporate name permitted by this chapter may be reserved in the records of the Corporate Registrar by:

(1) A person doing business within the jurisdiction of the Band under that name;

(2) A person intending to incorporate under this chapter;

(3) A domestic corporation intending to change its name.

(b) Method of reservation. The reservation must be made by filing with the Corporate Registrar a request that the name be reserved. If the name is available for reservation by the applicant, the Corporate Registrar shall reserve the name for the applicant for 12 months. The reservation may be renewed for successive 12-month periods.

(c) Transfer of reservation. The right to a corporate name reserved under this section may be transferred to another person by or on behalf of the applicant for whom the name was reserved by filing with the Corporate Registrar a notice of the transfer and specifying the name and address of the transferee.

2106. Registered office; registered agent

(a) Registered office. A corporation shall continuously maintain a registered office within the jurisdiction of the Band. A registered office need not be the same as the principal place of business of the corporation.

(b) Registered agent. A corporation may designate in its articles as a registered agent. The registered agent may be a natural person residing within the jurisdiction of the Band, a domestic Corporation, or a foreign corporation authorized to transact business within the jurisdiction of the Band. The registered agent must maintain an office that is identical with the registered office.

2107. Change of registered office or registered agent, change of name of registered agent.

(a) **Statement.** A Corporation may change its registered office, designate or change its registered agent, or state a change in the name of its registered agent, by filing with the Corporate Registrar a statement containing:

- (1) The name of the corporation;
- (2) If the address of its registered office is to be changed the new address of its registered office;
- (3) If its registered agent is to be designated or changed the name of its new registered agent;
- (4) If the name of its registered agent is to be changed the name of its registered agent as changed;
- (5) A statement that the address of its registered office and the address of the office of its registered agent, as changed, will be identical; and
- (6) A statement that the change of registered office or registered agent was authorized by resolution approved by the board.

(b) **Resignation of agent.** A registered agent of a corporation may resign by filing with the Corporate Registrar a signed written notice of resignation, including a statement that a signed copy of the notice has been given to the corporation at its registered office. The appointment of the agent ends 30 days after the notice is filed with the Corporate Registrar.

(c) **Change of address or name of agent.** If the address or name of a registered agent changes, the agent shall change the address of the registered office or the name of the registered agent of a corporation represented by that agent by filing with the Corporate Registrar the statement required in subsection (a), except that it need be signed only by the registered agent, need not be responsive to paragraph (3) or (6) of subsection (a), and must state that a copy of the statement has been mailed to the corporation.

2108. Amendment of articles

The articles of a Corporation organized under this chapter may be amended in a manner prescribed by the Corporate Registrar.

2109. Filing; effective date of articles

(a) **Filing Required.** Articles of incorporation and articles of amendment must be filed with the Corporate Registrar.

(b) **Effective date.** Articles of incorporation are effective and corporate existence begins when the articles of incorporation are filed with the Corporate Registrar accompanied by a payment of applicable fees.

2110. Presumption; certificate of incorporation

When the articles of incorporation have been filed with the Corporate Registrar and the required fee has been paid to the Corporate Registrar, it is presumed that conditions precedent required to be performed by the incorporators have been complied with and

that the corporation has been incorporated and the Corporate Registrar shall issue a certificate of incorporation to the corporation.

This presumption does not apply against the Band in a proceeding to cancel or revoke the certificate of incorporation or to compel the involuntary dissolution of the corporation.

**CHAPTER 3
LIMITED LIABILITY CORPORATIONS**

**SUBCHAPTER 1
GENERAL PROVISIONS**

3001	Citation.	3007	Execution of Documents.
3002	Definitions	3008	Filing.
3003	Name	3009	Certificate of Status.
3004	Registered Office and Registered Agent	3010	Execution by Judicial Act.
3005	Tribe as an Owner	3011	Interstate application.
3006	Nature of Business	3007	Execution of Documents.

3001 Citation. This Title shall be known as the "Leech Lake Band of Ojibwe Limited Liability Company Code."

3002 Definitions. Terms used in this Code have the following meaning:

1. "Articles of Organization" means the articles filed under Section 3015 and those articles as amended or restated.
2. "Band" means the Leech Lake Band of Ojibwe.
3. "Corporate Registrar" means the Leech Lake Tax Commission
4. "Corporation" means a domestic corporation for profit organized under the law of the Tribe or a foreign corporation formed under the laws of any other jurisdiction.
5. "Distribution" means a direct or indirect transfer by a limited liability company of money or other property to or for the benefit of its Owners in respect of their interests.
6. "Entity" includes an individual, a general partnership, limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.
7. "For cause" For cause is a burden of proof or standard that a business entity must meet to justify discipline or discharge. For cause usually refers to a violation of a company policy or rule, or a violation of law. In some cases, a board member or employee may commit an act that is not specifically addressed within the company's policies but one of which the warrants discipline or discharge. Factors the court may consider include:
 - Was the board member or employee forewarned of the consequences of their actions?
 - Are the corporation's rules reasonably related to business efficiency and performance the corporation might reasonably expect from a board member or employee?
 - Was an effort made before discharge to determine whether the board member or employee was guilty as charged?
 - Was the investigation conducted fairly and objectively?
 - Did the corporation obtain substantial evidence of guilt?

Were the rules applied fairly and without discrimination?

Was the degree of discipline reasonably related to the seriousness of the board member's or employee's offense?

8. "Foreign" refers to limited liability companies, corporations and limited partnerships organized under the laws of a jurisdiction other than the Tribe.
9. "Limited Liability Company" or "Domestic Limited Liability Company" means an organization formed under this Code, except as provided for in Section 801(1).
10. "Limited Liability Company Interest" or "Interest in the Limited Liability Company" or "Owner's Interest" means an Owner's rights in the limited liability company, including rights to distributions, profits and losses, and to participate in management, as specified in the Operating Agreement.
11. "LLC" means a limited liability company.
12. "Majority in Interest" means an Owner or Owners holding more than fifty percent (50%) of the total voting interests in the limited liability company excluding any interest which is not to be counted as voting on a matter as described elsewhere in this Code.
13. "Manager" or "Managers" means the person(s) or entity(ies) designated to manage the LLC pursuant to the Articles of Organization and Operating Agreement.
14. "Operating Agreement" means an agreement in writing among all of the Owners as to the conduct of the business of a limited liability company and its relationships with its Owners.
15. "Organizer(s)" means the person(s) or entity(ies) which signs and delivers the Articles of Organization for filing with the Corporate Registrar.
16. "Owner" means a Person that is a member of a limited liability company or has ownership interest in a limited liability company. The term does not include a person that has dissociated as a member under Section 3028.
17. "Person" includes a natural person, Tribal Entity and an organization such as a general partnership, limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, or a corporation.
18. "Reservation" means all lands under the jurisdiction of the Tribe, including all lands within the boundaries of the Tribe's Reservation, individual Tribal member allotments, whether located on or off the Reservation, and all lands held in trust by the United States of America for the benefit of the Tribe.
19. "State" includes a state, territory, or possession of the United States and the District of Columbia.
20. "Tribal Entity" includes the Tribe, the Tribal Council, a general partnership, limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation, a program, a department, an administrative agency or any other legal, commercial or governmental entity of the Tribe.
21. "Tribal Constitution" means the Constitution of the Leech Lake Band of Ojibwe.
22. "Tribal Corporation" means a corporation wholly-owned by the Tribe and duly formed pursuant to the Tribe's Business Corporations Code, Title 8, Subchapter 2, Sections 1101-12, *et seq.*
23. "Tribal Court" means the Leech Lake Tribal Court.

24. "Tribally-owned LLC" means a limited liability company wholly-owned by the Tribe with the Tribe as its sole Owner.
25. "Tribe" means the Leech Lake Band of Ojibwe.
26. "Trust Land" means land held in trust by the United States for the benefit of the Tribe or its members.

3003 Name.

1. The name of a limited liability company as set forth in its Articles of Organization must contain the words "limited liability company" or end with the abbreviation "L.L.C." or "LLC." The name may not contain language stating or implying that the limited liability company is organized for any purpose other than that permitted under Section 109, below.
2. The name of a domestic LLC shall be distinguishable from any LLC or corporation previously organized under the laws of the Tribe.

3004 Registered Office and Registered Agent.

1. A limited liability company's registered agent is the company's agent for receiving service of process, notice, or demand required or permitted by law to be served on the company under the laws of the Tribe.
2. Each LLC shall continuously maintain a registered office and a registered agent. The registered office may, but need not, be the same as any of its places of business. The agent may be the same person then serving in a designated office of the Tribe rather than a specified person if the Tribe is an Owner in the LLC of which the Tribe's officer is the appointed agent.
3. An LLC may change its registered office or registered agent, or both, by filing a written notice of change containing the name of its registered agent and the street address of its registered office, as changed, with the Corporate Registrar and paying the filing fee.
4. The registered agent of an LLC may resign as a registered agent by delivering to the Corporate Registrar for filing a written statement of resignation and the appointment by the LLC of another registered agent.

3005 Tribe as Owner.

1. The Tribe shall form or become an Owner of a Tribally-owned LLC formed under this Code only upon approval of such action by the Tribal Council.
2. If the Tribe or a Tribal Entity is an Owner of an LLC formed under this Code, any action which the Tribe is required or permitted to take with respect to any vote, approval, consent, appointment, direction, or other matter shall be taken as specified in Section 3062 of this Code or, as to actions related to the managers of a manager-managed LLC, as stated in the LLC's Operating Agreement approved by the Tribal Council.
3. If the Tribe is the sole Owner of an LLC formed under this Code, such Tribally-owned LLC shall possess all of the privileges and immunities of the Tribe,

- including the Tribe's sovereign immunity from suit except to the extent otherwise provided in its Operating Agreement.
4. If the Tribe or a Tribal Entity is an Owner with a Majority in Interest in an LLC formed under this Code, such LLC may possess the privileges and immunities of the Tribe, including sovereign immunity from suit, to the extent allowed by Federal law, this Code or its Operating Agreement.
 5. In no event shall any manager not an Owner of an LLC in which the Tribe is an Owner, bind the Tribe in any manner; provided that the Tribe's interest as an Owner may be bound by manager or Owner actions as stated in this Code and the Operating Agreement of the LLC.
 6. Nothing contained in this Code shall be construed as creating any liability or waiving of sovereign immunity of the Tribe in any manner; provided that the assets of the LLC in which the Tribe holds an interest may be subject to liabilities and claims unless otherwise provided herein. In no event shall any action taken by the Tribe as Owner concerning the exercise of any right or privilege or discharge of any duty with respect to an interest in an LLC be construed as a waiver of immunity or creation of a liability on the part of the Tribe separate and apart from its interests as an Owner of the LLC.
 7. For all Tribally-owned limited liability companies, the additional provisions of Part 9 of this Code shall apply.

3006 Nature of Business. A limited liability company may be organized under this Code for any lawful purpose. Unless otherwise provided in its Operating Agreement, an LLC organized and existing under this Code has the same powers as an individual to do all things necessary and convenient to carry out its business, including but not limited to all of the following:

1. Consent to be sued, complain and defend in its name; provided, however, that if an LLC is Tribally-owned, or wholly-owned by another entity which itself is wholly-owned by the Tribe, it shall be entitled to and shall enjoy the Tribe's sovereign immunity from suit unless the Operating Agreement otherwise provides.
2. Purchase, take, receive, lease, or otherwise acquire and own, hold, improve, use, and otherwise deal in or with real, or personal property or any legal or equitable interest in real or personal property, wherever situated.
3. Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, or otherwise dispose of all or any part of its property.
4. Lend money, property, and services to, and otherwise assist, its Owners and managers, if any.
5. Purchase, take, receive, subscribe for, or otherwise acquire and own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of and deal in and with shares or other interests in, or obligations of, any other enterprise or entity.
6. Make contracts and guarantees; incur liabilities; borrow money; issue notes, bonds, and other obligations; and secure any of its obligations by mortgage or pledge of all or part of its property, franchises, and income.
7. Lend money, invest and reinvest its funds, and receive and hold real or personal property as security for repayment.

8. Conduct its business, locate offices, and exercise the powers granted by this Code inside or outside of the Reservation.
9. Be a promoter, incorporator, partner, Owner, associate, or manager of any enterprise or entity.
10. Elect or appoint managers, agents, and employees, define their duties, and fix their compensation.
11. Pay pensions and establish pension plans, pension trusts, profit-sharing plans, and benefit or incentive plans for any or all of its current or former Owners, managers, employees, and agents.
12. Make donations to and otherwise devote its resources for the public welfare or for charitable, scientific, educational, humanitarian, philanthropic, or religious purposes.
13. Indemnify an Owner, manager, employee, officer or agent, or any other person.
14. Provide benefits or payments to Owners, managers, employees, and agents of the LLC, and to their estates, families, dependants or beneficiaries in recognition of the past services of the Owners, managers, employees, and agents of the LLC.
15. Make payments or donations, or do any other act not prohibited by law, that furthers the business of the LLC.
16. Transact* any lawful business that the Owners or the managers find to be appropriate to promote and further the business and affairs of the limited liability company.

3007 Execution of Documents.

1. Except as otherwise provided in this Code, any document required or permitted by this Code to be delivered for filing in accordance with Section 111 shall be executed by any of the following:
 - a. Any manager, if management of the LLC is vested in a manager or managers, or by an Owner, if management of the LLC is reserved to the Owners.
 - b. All organizers of the LLC if the LLC has not been organized. The name and address of each organizer shall be provided.
 - c. The name of the drafter of the document.
2. The person executing the document shall sign it and state beneath or opposite the signature the person's name and capacity in which the person signs.
3. The person executing the document may do so as an attorney-in-fact. Powers of attorney relating to the executing of the document need not be shown to nor filed with the Corporate Registrar.

3008 Filing.

1. The Corporate Registrar shall receive all filings required under this Code and maintain the records of such filings pursuant to this Section, including but not limited to the Articles of Organization, amended or restated articles, annual reports, names and addresses of registered offices and agents, and, in the case of

- Tribally-owned LLC's, the Operating Agreement and amendments thereto, and other reports required by this Code.
2. Upon receipt of a document for filing under this Code, the Corporate Registrar shall ensure it meets the requirements herein and then shall stamp or otherwise endorse the date and time of receipt of the original, the duplicate copy, and, upon request, any additional copy received.
 3. If the Corporate Registrar refuses to file a request, the Registrar shall return it to the person tendering the document for filing within five (5) business days after the date on which the document is received by the Corporate Registrar for filing, together with a brief written explanation of the reason for refusal.
 4. Any document accepted by the Corporate Registrar shall be effective at the time of receipt unless a delayed effective date and/or time not more than ninety (90) days after receipt by the Corporate Registrar is specified in the document.
 5. Fees. The Corporate Registrar shall impose a reasonable filing fee for each document filed, initially not to exceed the sum of \$100.00, and an annual renewal fee initially not to exceed the sum of \$25.00 during the life of the LLC, subject to any uniform schedule of fees as may hereafter be adopted by the Corporate Registrar from time to time.

3009 Certificate of Status. Any person may obtain from the Corporate Registrar, upon request, a certificate of status for either a domestic or a foreign LLC.

3010 Execution by Judicial Act. Any person who is adversely affected by the failure or refusal of any person to execute and file any articles or other document to be filed under this Code may petition the Tribal Court to direct the execution and filing of the articles or other document. Nothing in this Code, however, serves to waive any aspect of the Tribe's sovereign immunity, and any waiver thereof must be provided explicitly in the LLC's Articles of Organization and/or Operating Agreement.

3011 Interstate Application. An LLC may conduct its business, carry on its operations and have and exercise the powers granted by this Code, in any sovereign Native Nation, any state, territory, district or possession of the United States, or in any foreign jurisdiction.

SUBCHAPTER 2
OPERATING AGREEMENT AND DEALING WITH LLC

3015	Articles of Organization.	3019	Liability of Owners to Third Parties.
3016	Agency Power of Owners and Managers.	3020	Parties to Action
3017	Admissions of Owners and Managers.	3021	Authority to sue.
3018	Knowledge of or Notice to Owner or Manager.		

3015 Articles of Organization.

1. One or more persons may organize a limited liability company by signing and delivering the Articles of Organization to the Corporate Registrar for filing. The organizer(s) need not be Owners of the LLC at the time of organization or thereafter.
2. A limited liability company shall have one or more Owners.
3. The Articles of Organization shall contain all of and only the following information:
 - a. A statement that the LLC is organized under this Code.
 - b. A name for the LLC that satisfies the provisions of this Code.
 - c. The street address of the registered office and the name of the registered agent at that office. For all LLC's formed pursuant to this Code and for all foreign LLC's operating within the Reservation, such office and agent shall be located within the exterior boundaries of the Reservation.
 - d. If management of the LLC is vested in one or more managers, a statement to that effect.
 - e. The name and address of each person organizing the LLC.
 - f. Whether the LLC is Tribally-owned.
 - g. If Tribally-owned, whether the LLC is to enjoy Tribal sovereign immunity and the scope of any waiver of that immunity.
4. The Corporate Registrar shall assign each Articles of Organization an identification number.
5. Amendment. An LLC may amend its Articles of Organization at any time by delivering an amendment, with filing fee, for filing to the Corporate Registrar.
6. Effect of Delivery or Filing.
 - a. An LLC is formed when the Articles of Organization become effective under Section 3008.
 - b. The Corporate Registrar's filing of the Articles of Organization is conclusive proof that the LLC is organized and formed under this Code.

3016 Agency Power of Owners and Managers.

1. Except as provided in subsection 2, below:

- a. Each Owner is an agent of the LLC, but not of any of the other Owners, for the purpose of its business.
 - b. The act of any Owner, including the execution in the name of the LLC of any instrument for apparently carrying on in the ordinary course of business the business of the LLC, binds the LLC in the particular matter, unless the person with whom the Owner is dealing has knowledge that the Owner has no authority to act in this matter.
 - c. If the Tribe is an Owner, the Tribe's authority shall be exercised pursuant to Section 941.
2. If management of the LLC is vested in one or more managers:
 - a. No Owner, solely by being an Owner, is an agent of the LLC or of the other Owners.
 - b. Each manager is an agent of the LLC, but not for the other Owners, for the purpose of its business. The act of any manager, including the execution in the name of the LLC of any instrument for apparently carrying on in the ordinary course of business of the LLC, binds the LLC unless the manager has, in fact, no authority to act for the LLC in the particular matter, and the person with whom the manager is dealing has knowledge that the manager has no authority to act in the matter.
 3. No act of an Owner or, if management of the LLC is vested in one or more managers, of a manager that is not apparently authorized for the carrying on in the ordinary course of business the business of the LLC, shall bind the LLC unless in fact authorized at the time of the transaction or at any other time.

3017 Admissions of Owners and Managers.

1. Except as provided in Section 3016 an admission or representation made by any Owner concerning the business of an LLC within the scope of the Owner's actual authority may be used as evidence against the LLC in any legal proceeding.
2. If management of the LLC is vested in one or more managers:
 - a. An admission or representation made by a manager concerning the business of an LLC within the scope of the manager's authority may be used as evidence against the LLC in any legal proceeding.
 - b. The admission or representation of any Owner, acting solely in the Owner's capacity as an Owner, is not evidence against the LLC in any legal proceeding.

3018 Knowledge of or Notice to Owner or Manager.

1. Except as provided in Section 3018 notice to any Owner of any matter relating to the business of an LLC, and the knowledge of an Owner acting in the particular matter, acquired while an Owner or known by the person at the time of becoming an Owner, and the knowledge of any Owner who reasonably could and should have communicated it to the acting Owner, operate as notice to or knowledge of the LLC.
2. If management of the LLC is vested in one or more managers:

- a. Notice to any manager of any matter relating to the business of the LLC, and the knowledge of the manager acting in the particular matter acquired while a manager or known by the person at the time of becoming a manager and the knowledge of any other manager who reasonably could and should have communicated it to the acting manager, operate as notice to or knowledge of the LLC.
- b. Notice to or knowledge of any Owner while the Owner is acting solely in the capacity of an Owner is not notice to or knowledge of the LLC.

3019 Liability of Owners to Third Parties. The debts, obligations, and liabilities of an LLC, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the LLC. Except as otherwise specifically provided in this Code, an Owner or manager of an LLC is not personally liable for any debt, obligation, or liability of an LLC, as defined in the Operating Agreement.

3020 Parties to Action. An Owner of an LLC is not a proper party to a proceeding by or against an LLC solely by reason of being an Owner of the LLC, except if any of the following exist:

1. The object of the proceeding is to enforce an Owner's right against or liability to the LLC.
2. The action is brought by an Owner under Section 3010.

3021 Authority to Sue. Unless otherwise provided in the Operating Agreement, an action on behalf of an LLC may be brought in the name of the LLC by:

1. One or more Owners of the LLC, if authorized by a Majority in Interest of Owners, excluding the vote of any Owner who has an interest in the outcome of the action that is adverse to the interest of the LLC.
2. One or more managers of an LLC if the management of the LLC is vested in one or more managers, or if the managers are authorized to sue by a Majority in Interest of Owners.

Nothing contained herein shall be construed as authorizing actions of any kind whatsoever against the Tribe as Owner unless otherwise provided in the Operating Agreement.

**SUBCHAPTER 3
OWNERS AND MANAGERS**

3022	Management.	3026	Records and Information.
3023	Duties.	3027	Admission of Owners.
3024	Limitation of Liability and Indemnification.	3028	Dissociation.
3025	Voting.		

3022 Management.

1. Unless the Articles of Organization vest management in one or more managers, management of the LLC shall be vested in the Owners subject to any provision in the Operating Agreement or this Code restricting or enlarging the management rights and duties of any Owner or group of Owners.

In an Owner-managed liability company, the following rules shall apply, subject to the provisions of the Operating Agreement or this Code:

- a. A difference arising among Owners as to a matter in the ordinary course of the activities of the LLC may be decided by a majority of the Owners.
 - b. An act outside the ordinary course of activities of a limited liability company may be undertaken only with the consent of all the Owners.
2. If the Articles of Organization vest management in one or more managers, management of the business or affairs of the LLC shall be invested in the manager or managers subject to any provisions in the Operating Agreement or this Code restricting or enlarging the management rights and duties of any manager or group of managers. Unless otherwise provided in the Operating Agreement, the manager or managers:
 - a. Shall be designated, appointed, elected, removed, or replaced by a vote of a Majority in Interest of the Owners.
 - b. Need not be Owners of the LLC nor individuals.
 - c. Unless earlier removed or earlier resigned, shall hold office until a successor is elected and qualified.

3023 Duties. Unless otherwise provided in the Operating Agreement:

1. No Owner or manager shall act or fail to act in a manner that constitutes any of the following:
 - a. A willful failure to deal fairly with the LLC or its Owners in connection with a matter in which the Owner or manager has a material conflict of interest.
 - b. A violation of criminal law involving moral turpitude.
 - c. A transaction from which the Owner or manager derived an improper personal profit.

- d. Willful misconduct.
2. Every Owner and manager shall account to the LLC and hold as trustee for it any improper personal profit derived by that Owner or manager without the consent of a majority of the disinterested Owners or managers, or other persons participating in the management of the LLC, from any of the following:
 - a. A transaction connected with the organization, conduct, or winding up of the LLC.
 - b. A use by an Owner or manager of the property of an LLC, including confidential or proprietary information or other matters entrusted to the person as a result of the person's status as Owner or manager.
 - c. Operating Agreement may impose duties on its Owners and managers that are in addition to, but not in abrogation of, those provided in subsection (1) above.

3024 Limitation of Liability and Indemnification.

1. In this Section, "expenses" mean expenses of defending a lawsuit, including attorney's fees, and any civil judgment or penalty, or settlement payment in lieu thereof, paid in connection with a lawsuit against an Owner or manager in such capacity.
2. An LLC shall indemnify or allow expenses to each Owner and each manager for all reasonable expenses incurred with respect to a proceeding if that Owner or manager was a party to the proceeding in the capacity of an Owner or manager.
3. The Operating Agreement may alter or provide additional rights to indemnification or allowance of expenses to Owners and managers.
4. Notwithstanding subsections (2) and (3) above, an LLC may not indemnify an Owner or manager unless it is determined that the Owner or manager did not breach or fail to perform a duty to the LLC as provided in Section 3023.
5. Unless otherwise provided in the Operating Agreement:
 - a. An Owner or manager shall be conclusively presumed not to have breached or failed to perform a duty to the LLC to the extent that the Owner or manager has been successful on the merits or otherwise in the defense of the proceeding.
 - b. In situations not described in paragraph (a), above, the determination of whether Owner or manager has breached or failed to perform a duty to the LLC shall be made by the vote of a Majority in Interest of the Owners, excluding any Owner who is a party to the same or related proceeding unless all Owners are parties.

3025 Voting.

1. Unless otherwise provided in the Operating Agreement or this Section, and subject to subsection (2) below, an affirmative vote, approval, or consent as follows shall be required to decide any matter connected with the business of an LLC.

- a. If management of an LLC is reserved to the Owners, an affirmative vote, approval, or consent by a Majority in Interest of Owners.
 - b. If the management of an LLC is vested in one or more managers, the affirmative vote, consent, or approval of more than fifty percent (50%) of the managers.
2. Unless otherwise provided in the Operating Agreement or this Code, the affirmative vote, approval, or consent of all Owners shall be required to do any of the following:
 - a. Amend the Articles of Organization.
 - b. Issue an interest in an LLC to any person.
 - c. Adopt, amend, or revoke Operating Agreement.
 - d. Allow an LLC to accept any additional contribution from an Owner.
 - e. Allow a partial redemption of an interest in an LLC under Section 3033.
 - f. Value contributions of Owners under Section 3029.
 - g. Authorize a manager, Owner, or other person to do any act on behalf of the LLC that contravenes the Operating Agreement.
 3. Unless otherwise provided in the Operating Agreement, if any Owner is precluded from voting with respect to a given matter, the value of the contribution represented by the interest in the LLC with respect to which the Owner would otherwise have been entitled to vote shall be excluded from the total contributions made to the LLC for purposes of determining the fifty percent (50%) threshold under Section 3006(9) for that matter.
 4. Unless otherwise provided in Operating Agreement or this Section, if all or part of an interest in the LLC is assigned under Section 604, the assigning Owner shall be considered the owner of the assigned interest for purposes of determining the 50% threshold under Section 105(9) until the assignee of the interest in the LLC becomes an Owner under Section 3045.

3026 Records and Information.

1. An LLC shall keep at its principal place of business all of the following:
 - a. A list, in alphabetical order, of each past and present Owner and, if applicable, manager.
 - b. A copy of the Articles of Organization and all amendments to the articles, together with executed copies of any powers of attorney under which any articles were executed.
 - c. A copy of the Operating Agreement and all amendments thereto.
 - d. A record of all matters referred to in this Code as maintained in such records which are not otherwise specified in the Operating Agreement.
2. Upon reasonable request, an Owner may, at the Owner's own expense, inspect and copy during ordinary business hours any LLC record unless otherwise provided in the Operating Agreement.
3. Owners or, if the management of the LLC is vested in one or more managers, managers shall provide true and full information of all things affecting the Owners to any Owner or to the legal representative of any Owner upon reasonable request of the Owner or the legal representative.

4. Failure of an LLC to keep or maintain any of the records of information required under this Section shall not be grounds for imposing liability on any person for the debts and obligations of the LLC.

3027 Admission of Owners.

1. In connection with the formation of an LLC, a person acquiring an LLC interest is admitted as an Owner upon formation unless the Operating Agreement otherwise provides.
2. After the formation of an LLC, a person acquiring an LLC interest is admitted as an Owner of the LLC as specified in the Operating Agreement or, if not so specified, by consent of all the other Owners, or, if the person is an assignee of another person's LLC interest, only pursuant to Section 3045.

3028 Dissociation.

1. A person ceases to be an Owner of an LLC upon the simultaneous occurrence of and at the same time of any of the following events:
 - a. The Owner withdraws by voluntary act.
 - b. The Owner is removed as an Owner in accordance with the Operating Agreement or this Code.
 - c. Unless otherwise provided in the Operating Agreement or by the written consent of all Owners at the time of the event, the Owner does any of the following:
 - i. Makes an assignment for the benefit of the creditors.
 - ii. Files a petition in bankruptcy.
 - iii. Becomes the subject of an order for relief under the federal bankruptcy laws or state or tribal insolvency laws.
 - iv. Fails to gain dismissal of any federal bankruptcy or state or tribal insolvency proceeding within 120 days of commencement of an involuntary proceeding.
 - d. Unless provided in the Operating Agreement or by the written consent of all Owners, if the Owner is an individual, either of the following occurs:
 - i. The Owner's death.
 - ii. The entry of an order by a court of competent jurisdiction adjudicating the Owner incompetent to manage the Owner's person or estate.
 - e. Unless otherwise provided in the Operating Agreement or by written agreement or by the written consent of all Owners at the time, if the Owner is a trust, corporation, partnership, or limited liability company upon liquidation, dissolution, or termination.
2. The Owners may provide in the Operating Agreement for other events the occurrence of which result in a person ceasing to be an Owner of the LLC.
3. Unless the Operating Agreement provides that an Owner does not have the power to withdraw by voluntary act from an LLC, the Owner may do so at any time by giving written notice to the other Owners or as provided in the Operating

Agreement. If the Owner has the power to withdraw but the withdrawal is a breach of the Operating Agreement, the LLC may offset the damages against the amount otherwise distributable to the Owner, in addition to pursuing any remedies provided for in the Operating Agreement or otherwise available under applicable law.

SUBCHAPTER 4
FINANCE

3029 Contributions.

3031 Allocation of Profits and Losses.

3030 Liability for Contribution.

3029 Contributions.

1. An Owner's contributions to an LLC may consist of cash, property, or services rendered, or promissory notes or other written obligations to provide cash or property or to perform services.
2. The value of an Owner's contribution shall be determined in the manner provided in the Operating Agreement. If the Operating Agreement does not fix a value to a contribution, the value of a contribution shall be approved by a Majority in Interest of the Owners, shall be properly reflected in the records and information kept by the LLC under Section 3026. The value of contributions so determined shall be binding and conclusive on the LLC and its Owners.

3030 Liability for Contribution.

1. An obligation of an Owner to provide cash or property or to perform services as a contribution to an LLC is not enforceable unless specified in a writing signed by the Owner.
2. Unless otherwise provided in the Operating Agreement, an Owner is obligated to an LLC to perform any enforceable promise to provide cash or property or to perform services, even if the Owner is unable to perform because death, disability, or any other reason. If an Owner does not provide cash, property, or services as promised, the Owner is obligated at the option of the LLC to provide cash equal to that portion of the value of the stated contribution that has not been fulfilled.
3. Unless otherwise provided in the Operating Agreement, an Owner's obligation to provide cash or property or perform services as a contribution to the LLC may be compromised only by the written consent of all of the Owners.

3031 Allocation of Profits and Losses. The profits and losses of an LLC shall be allocated among the Owners in the manner provided in the Operating Agreement. If the Owners do not enter into an Operating Agreement or the Operating Agreement does not provide otherwise, profits and losses shall be allocated on the basis of value of the contributions made by each Owner.

SUBCHAPTER 5
NON-LIQUIDATING DISTRIBUTIONS

3032	Interim Distributions.	3036	Distribution in Kind.
3033	Allocation of Distributions.	3037	Right to Distribution.
3034	Distribution Upon Partial Redemption.	3038	Limitations of Distributions.
3035	Distribution Upon Dissociation.	3039	Liability for Wrongful Distribution.

3032 Interim Distributions. Except as provided in this Part, an Owner is entitled to receive distributions from an LLC before the Owner's dissociation from the LLC and before its dissolution and winding up to the extent and at the times or upon the events specified in the Operating Agreement, or to the extent and at the times determined by the Owners or managers.

3033 Allocation of Distributions. Distributions of cash or other assets of an LLC shall be allocated among the Owners as provided in Operating Agreement, or if the Operating Agreement does not so provide, on the basis of the value of the contributions made by each Owner.

3034 Distribution Upon Partial Redemption. Except as provided in this Part, upon the distribution in partial liquidation of an Owner's interest, the redeeming Owner is entitled to receive the amount to which the Owner is entitled under the Operating Agreement and, if not otherwise provided in the Operating Agreement, the fair value of the redeemed interest based on the Owner's right to share in distributions from the LLC.

3035 Distribution Upon Dissociation. Except as otherwise provided in this Part, upon an event of dissociation under Section 3028 that does not cause dissolution of the LLC, a dissociating Owner is entitled to receive any distribution to which Owner is entitled under the Operating Agreement and, if not otherwise provided in the Operating Agreement, the fair market value of the Owner's interest in the LLC based on the Owner's rights to share in distributions from the LLC.

3036 Distribution in Kind. Unless otherwise provided in the Operating Agreement:

1. An Owner may not demand and receive any distribution from an LLC in any form other than cash.
2. An Owner may not be compelled to accept a distribution of any asset in kind except for a liquidating distribution made proportionately.

3037 Right to Distribution. At the time that an Owner becomes entitled to receive a distribution from an LLC, the Owner has the status of and is entitled to all remedies available to a creditor of the LLC with respect to the distribution; provided, however, that such right shall not in any way limit any other remedy available to such Owner under any other provision of applicable law of the Operating Agreement.

3038 Limitations of Distributions.

1. An LLC may not declare or make a distribution to any of its Owners, if after giving effect to the distribution, any of the following would occur:
 - a. The LLC would be unable to pay its debts as they become due in the usual course of business.
 - b. The fair market value of the LLC's total assets would be less than the sum of its total liabilities plus, unless the Operating Agreement provides otherwise, the amount that would be needed for the preferential rights upon dissolution of Owners, if any.
2. An LLC may base a determination that a distribution is not prohibited by subsection (1), above, on any of the following:
 - a. Financial statements and other financial data prepared on the basis of accounting practices and principles that are reasonable under the circumstances.
 - b. A fair market valuation or other method that is reasonable under the circumstances.
3. An LLC's indebtedness to an Owner incurred by reason of a distribution made in accordance with this Section is at parity with the LLC's indebtedness to its general unsecured creditors, except to the extent subordinated by written agreement. This Section does not affect the validity or priority of a security interest in an LLC's property that is created to secure the indebtedness to the Owner.

3039 Liability for Wrongful Distribution.

1. Except as provided in subsection (2) below, an Owner (other than the Tribe or Tribal Entity) or manager who votes or assents to a distribution in violation of Section 507 or of the Operating Agreement is personally liable to the LLC for the amount of the excess distribution, subject to contribution from all other managers or Owners participating in such action.
2. An action to recover under this Section may be brought in the Tribal Court; however, a proceeding under this Section is barred unless it is brought within two (2) years after the date of the distribution.
3. Nothing in this Code serves to waive any aspect of the Tribe's sovereign immunity, and any waiver thereof must be provided explicitly in the LLC's Operating Agreement.

SUBCHAPTER 6
OWNERSHIP AND TRANSFER OF PROPERTY

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|------|-----------------------------|------|---------------------------------------|
| 3040 | Ownership of LLC Property. | 3044 | Rights of Judgment Creditor. |
| 3041 | Transfer of Property. | 3045 | Right of Assignee to Become an Owner. |
| 3042 | Nature of Interest. | 3046 | Powers of Legal Representative. |
| 3043 | Assignment of LLC Interest. | | |
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3040 Ownership of LLC Property.

1. All property originally transferred to or acquired by an LLC is property of the LLC and not the Owners individually.
2. Property acquired with LLC funds is presumed to be LLC property.
3. Property may be acquired, held, and conveyed in the name of the LLC.

3041 Transfer of Property. The property of an LLC may be transferred by an instrument of transfer executed by any Owner in the name of the LLC, unless management is vested in managers, in which case the document of transfer shall be executed by a manager, subject to any limitation that may be imposed by the Operating Agreement.

3042 Nature of Interest. An LLC interest is personal property.

3043 Assignment of LLC Interest.

1. Unless otherwise provided in the Operating Agreement:
 - a. An LLC interest is assignable in whole or in part.
 - b. An assignment of an LLC interest entitles the assignee to receive only the distributions and to share in the allocations of profits and losses to which the assignee would be entitled with respect to the assigned interest.
 - c. An assignment of an LLC interest does not dissolve the LLC.
 - d. Unless and until the assignee becomes an Owner of the LLC under Section 606, the assignment of an LLC interest does not entitle the assignee to participate in the management or exercise rights of an Owner.
 - e. Unless and until the assignee of an LLC interest becomes an Owner of the LLC under Section 606, the assignor continues to be an Owner.
 - f. The assignor of an LLC interest is not released from any personal liability arising under this Code as an Owner of the LLC solely as a result of the assignment.
2. Unless otherwise provided in the Operating Agreement, the granting of a security interest, lien, or other encumbrance in or against any or all of an Owner's LLC interest is not assignable and shall not cause the Owner to cease to have the power to exercise any rights or powers of an Owner.

3044 Rights of Judgment Creditor. Upon application to a court of competent jurisdiction, including a court other than the Tribal Court having valid jurisdiction over an Owner, by any judgment creditor of the Owner, the court may charge the LLC interest of any Owner (other than the Tribe) with payment of the unsatisfied amount of the judgment. To the extent so charged, the judgment creditor has only the rights of an assignee of the Owner's LLC interest in distributions made by the LLC to Owners and other assigned interest holders in the usual course of business. This Section does not deprive any Owner of the benefit of any exemption laws applicable to the LLC interest. In no event shall the Tribe's interest be attachable in abrogation of its sovereign immunity.

3045 Right of Assignee to Become an Owner.

1. Unless otherwise provided in the Operating Agreement, an assignee of an LLC interest may become an Owner only if the other Owners unanimously consent.
2. An assignee of an LLC interest who becomes an Owner has, to the extent assigned, the rights and powers and is subject to the restrictions and liabilities of the assignor under the Operating Agreement and this Code.
3. Unless otherwise provided in the Operating Agreement, an assignor of an LLC interest is not released from any liability to the LLC without the written consent of all the Owners, whether or not the assignee becomes an Owner.

3046 Powers of Legal Representative. If an Owner who is an individual dies or a court of competent jurisdiction adjudges the Owner to be incompetent to manage his or her person or property, the Owner's personal representative, administrator, guardian, conservator, trustee, or other legal representative shall have all the rights of an assignee of the Owner's interest. If an Owner is a corporation, trust, partnership, limited liability company, or other entity and is dissolved or terminated, the powers of that Owner may be exercised by its legal representative or successor.

**SUBCHAPTER 7
DISSOLUTION**

3048	Dissolution.	3052	Articles of Dissolution.
3049	Judicial Dissolution.	3053	Known Claims Against Dissolved LLC.
3050	Winding Up.	3054	Unknown or Contingent Claims.
3051	Distribution of Assets.		

3048 Dissolution. A limited liability company is dissolved and its affairs shall be wound up upon the happening of the first of the following:

1. The occurrence of events specified in the Operating Agreement.
2. The written consent of all Owners.
3. An event of dissociation of an Owner, unless otherwise provided in the Operating Agreement or continuation is consented to by all remaining Owners.
4. Entry of a decree of judicial dissolution under Section 3049.

3049 Judicial Dissolution.

1. In a proceeding by or for an Owner, the Tribal Court or court of competent jurisdiction may order dissolution of an LLC if any of the following is established:
 - a. That it is not reasonably practicable to carry on the business of the LLC.
 - b. That the LLC is not acting in conformity with its Operating Agreement.
 - c. That one or more managers are acting or will act in a manner that is illegal, oppressive, or fraudulent.
 - d. That one or more Owners in control of the LLC are acting or will act in a manner that is illegal, oppressive, or fraudulent.
 - e. That LLC assets are being misapplied or wasted.
2. If the Tribe is an Owner of the LLC, any action under this Section must be brought in the Tribal Court, unless explicitly otherwise provided in the Operating Agreement. Nothing in this Section may be construed as a waiver of the Tribe's sovereign immunity from suit, and any waiver thereof must be provided explicitly in the LLC's Operating Agreement.

3050 Winding Up.

1. A dissolved LLC continues its legal existence but may not carry on any business except that which is appropriate to wind up and liquidate its business.
2. Unless otherwise provided in its Operating Agreement:
 - a. The business of the LLC may be wound up by any of the following:
 - i. The Owners or managers who have authority to manage the LLC before dissolution.
 - ii. In a judicial dissolution, the person(s) designated by the Tribal Court or court of competent jurisdiction.

- b. The persons winding up the business of the LLC may do all of the following in the name of and on behalf of the LLC:
 - i. Collect its assets.
 - ii. Prosecute and defend suits.
 - iii. Take any action necessary to settle and close the business of the LLC.
 - iv. Dispose of and transfer the property of the LLC.
 - v. Discharge or make provision for discharging the liabilities of the LLC.
 - vi. Distribute to the Owners any remaining assets of the LLC.
- 3. Dissolution of a LLC does not do any of the following:
 - a. Transfer title to the LLC's property.
 - b. Prevent transfer of all or part of an Owner's interest.
 - c. Prevent commencement of a civil, criminal, administrative, or investigatory proceeding by or against the LLC.
 - d. Abate or suspend a civil, criminal, administrative, or investigatory proceeding pending by or against the LLC at the time of dissolution.
 - e. Terminate the authority of the registered agent of the LLC.
 - f. Alter the limited liability of an Owner.

3051 Distribution of Assets. Upon the winding up of an LLC, the assets shall be distributed in the following order:

- 1. To creditors, including to the extent permitted by law, Owners, and former Owners in satisfaction of liabilities of the LLC.
- 2. Unless otherwise provided in the Operating Agreement, to Owners and former Owners in satisfaction of liabilities for distributions under Subchapter 5, Sections 3032 – 3039.
- 3. Unless otherwise provided in the Operating Agreement, to Owners and former Owners first for the return of their contributions in proportion to their respective values and, thereafter, in proportion to their respective rights to share in distributions from the LLC before dissolution.

3052 Articles of Dissolution. After the dissolution of an LLC under Section 3048, the LLC may file articles of dissolution with the Corporate Registrar that include the following:

- 1. The name of the LLC.
- 2. The date of filing of its Articles of Organization.
- 3. The statutory grounds under Section 701 for dissolution.
- 4. The delayed effective date of the articles of dissolution under Section 3011, if applicable.

3053 Known Claims Against Dissolved LLC.

- 1. A dissolved LLC may notify its known claimants in writing of the dissolution and specify a procedure for making claims.
- 2. A claim against the LLC is barred if:

- a. A claimant who was given written notice under subsection (1) above, does not deliver the claim, in writing, to the LLC by the deadline specified in the notice; or
- b. A claimant whose claim is rejected by the LLC does not commence a proceeding to enforce the claim within ninety (90) days after receipt of the rejection notice.

3054 Unknown or Contingent Claims. A claim not barred under Section 706 may be enforced:

1. Against the dissolved LLC, to the extent of its undistributed assets.
2. If the dissolved LLC's assets have been distributed in liquidation, against an Owner of the LLC, other than the Tribe, to the extent of the Owner's proportionate share of the claim or of the assets of the LLC distributed to the Owner in liquidation, whichever is less, but an Owner's total liability for all claims under this Section may not exceed the total value of assets at the time distributed to the Owner.

**SUBCHAPTER 8
MERGER**

3055	Definitions	3059	Articles of Merger.
3056	Merger	3060	Effects of Merger.
3057	Approval of Merger.	3061	Right to Object.
3058	Plan of Merger.		

3055 Definitions.

1. "Constituent Organization" in this Part means an organization, including a corporation, a limited liability company, an unincorporated cooperative or other tribally-formed entity, that is a party to a merger.
2. Unless the context requires otherwise, in this Part "corporation" includes a domestic corporation and a foreign corporation.
3. Unless the context requires otherwise, in this Part "LLC" includes a domestic LLC and a foreign LLC.
4. "Organizational Documents" includes articles of organization, operating agreements, articles of incorporation, bylaws, partnership agreements, agreements of trust and declarations of trust, and any other basic records that create an entity's organization and determine its internal governance and relations among person that own it, have an interest in it, or are Owners of it.

3056 Merger.

1. Unless otherwise provided in its Organizational Documents, one or more Constituent Organizations may merge with or into one or more LLC's or one or more other foreign LLC's as provided in the plan of merger.
2. Interests or shares in a Constituent Organization that is a party to a merger may be exchanged for or converted into cash, property, obligations, or interest in the surviving LLC.

3057 Approval of Merger.

1. Unless otherwise provided in the Operating Agreement, a domestic LLC that is a party to a proposed merger shall approve the plan of merger by an affirmative vote by all of the Owners.
2. Unless otherwise provided in the Operating Agreement, the manager or managers of a domestic LLC may not approve a merger without also obtaining the approval of the LLC's Owners under subsection (1), above.
3. All other Constituent Organizations shall approve the merger in the manner and by the vote required by the laws applicable to the Constituent Organizations and their respective Organizational Documents.

4. Each Constituent Organization shall have any rights to abandon the merger as provided for in the plan of merger or in the laws applicable to the Constituent Organization or its Organizational Documents.
5. Upon approval of a merger, the Constituent Organization shall notify its Owners, shareholders, and all others that have an ownership interest in it of the approval and of the effective date of the merger.

3058 Plan of Merger. Each Constituent Organization shall enter into a written plan of merger to be approved under Section 3057.

3059 Articles of Merger.

1. The surviving LLC shall deliver to the Corporate Registrar articles of merger, executed by each party to the plan of merger, that include all of the following:
 - a. The name and state or jurisdiction of organization for each Constituent Organization.
 - b. The plan of merger.
 - c. The name of the surviving or resulting LLC.
 - d. A statement as to whether the management of the surviving LLC will be reserved to its Owners or vested in one or more managers.
 - e. The delayed effective date of the merger under Section 3011, if applicable.
 - f. A statement as to whether the surviving LLC is Tribally-Owned.
 - g. If Tribally-Owned, a statement as to whether the surviving LLC enjoys the Tribe's sovereign immunity.
 - h. A statement that the plan of merger was approved in accordance with Section 3057.
2. A merger takes effect upon the effective date of the articles of merger.

3060 Effects of Merger. A merger has the following effects:

1. The Constituent Organizations must become a single entity, which shall be the entity designated in the plan of merger as the surviving LLC.
2. Each Constituent Organization, except the surviving LLC, ceases to exist.
3. The surviving LLC possesses all of the rights, privileges, immunities, and powers of each merged Constituent Organization and is subject to all of the restrictions, disabilities, and duties of each merged Constituent Organization.
4. All property and all debts, including contributions, and each interest belonging to or owed to each of the Constituent Organizations are vested in the surviving LLC without further act.
5. Title to all real estate and any interest in real estate, vested in any Constituent Organization, does not revert and is not in any way impaired because of the merger.
6. The surviving LLC has all the liabilities and obligations of each of the Constituent Organizations and any claim existing or action or proceedings pending by or against any merged Constituent Organization may be prosecuted as if the merger had not taken place, or the surviving LLC may be substituted in the action.
7. The rights of creditors and any liens on the property of any Constituent Organization survive the merger.

8. The interests in a Constituent Organization that are to be converted or exchanged into interest, cash, obligations, or other property under the terms of the plan of merger are converted and the former interest holders are entitled only to the rights provided in the plan of merger or the rights otherwise provided by law.
9. The Articles of Organization of the surviving LLC is amended to the extent provided in the articles of merger.

3061 Right to Object. Unless otherwise provided in the Operating Agreement, upon receipt of the notice required by Section 3057(5), an Owner who did not vote in favor of the merger may, within twenty (20) days after the date of the notice, voluntarily dissociate from the LLC under Section 3028(a) and receive fair value for the Owner's LLC interest under Section 3035.

SUBCHAPTER 9
LIMITED LIABILITY COMPANIES WHOLLY-OWNED BY THE TRIBE
GENERAL PROVISIONS FOR TRIBALLY-OWNED LLC'S

3062	Tribally-Owned Companies.	3066	Project Companies with Non-Tribal Owners.
3063	Tribally-Owned Subsidiary Companies.	3067	Purpose of Tribally-Owned LLC's
3064	Privileges and Immunities.	3068	Waiver of Sovereign Immunity.
3065	Ownership.		

3062 Tribally-Owned Companies. There are hereby authorized to be created limited liability companies wholly-owned by the Tribe, with the Tribe as the sole Owner. Tribally-owned limited liability companies shall be created by a duly adopted resolution of the Tribal Council. The organizer shall file in accordance with Section 3008. When the organizer files the Articles of Organization and the Operating Agreement of a Tribally-owned LLC, a certified copy of the resolution authorizing the formation of the LLC and approving the articles shall be included. Tribally-owned LLC's shall be considered to be instrumentalities of the Tribe.

3063 Tribally-Owned Subsidiary Companies. There are hereby authorized to be created by resolution of the Board of Directors of a Tribally-owned limited liability company or of a Tribal Corporation, or of a wholly-owned subsidiary of such a Tribally-owned LLC or Tribal Corporation, subsidiary LLC's to be wholly-owned by the parent Tribally-owned LLC or parent Tribal Corporation, which shall be instrumentalities of the Tribe. The organizer of such a Tribally-owned subsidiary LLC shall file in accordance with Section 111. When the organizer files the Articles of Organization and the Operating Agreement of the Tribally-owned subsidiary LLC, a certified copy of a resolution of the Board of Directors of the parent Tribally-owned LLC or parent Tribal Corporation authorizing the formation of the subsidiary LLC and approving the articles shall be included.

3064 Privileges and Immunities. The limited liability companies established under Sections 3062 and 3063 shall be considered to be instrumentalities of the Tribe, and their officers and employees considered officers and employees of the Tribe, created for the purpose of carrying out authorities and responsibilities of the Tribal Council for economic development of the Tribe and the advancement of its Tribal members. Such LLC's, their directors, officers, managers and employees shall, therefore, be entitled to all of the privileges and immunities enjoyed by the Tribe, including but not limited to immunities from suit in Federal, State and Tribal courts and from Federal, State, and local taxation or regulation.

3065 Ownership.

1. No Ownership interest in any LLC in which the Tribe is an Owner may be alienated unless approved by the Tribal Council. Further, no Ownership interest in any Tribally-owned subsidiary LLC may be alienated unless approved by a duly adopted resolution of the Board of Directors of the parent Tribally-owned LLC or parent Tribal Corporation.

2. All interests in any Tribally-owned LLC shall be held by and for a Tribe, or in the case of a wholly-owned subsidiary LLC, by the parent Tribally-owned LLC or parent Tribal Corporation. No individual member of the Tribe shall have any personal ownership interest in any LLC organized under this Part, whether by virtue of such person's status as a member of a Tribe, as an officer of a Tribe's Government, or otherwise.

3066 Project Companies with Non-Tribal members. Any LLC created pursuant to this Part, including subsidiary LLC's, may form or own interests or shares in partnerships, corporations, or other limited liability companies with other governmental or non-governmental entities or persons under the laws of the Tribe or any other jurisdiction ("Project Companies"); provided, however, that the partial ownership interest in such Project Companies shall not diminish or affect the privileges and immunities of the Tribally-owned LLC's or Tribally-owned subsidiary LLC's created pursuant to this Part.

3067 Purpose of Tribally-Owned LLC's. All Tribally-owned LLC's, whether directly or indirectly owned, shall state in their Operating Agreement the purpose of the LLC that relates to the overall needs, priorities, goals, and objectives of the Tribe's government, including how the LLC will contribute to tribal economic policy and further the goals of self-determination and economic self-sufficiency.

3068 Waiver of Sovereign Immunity. The limited liability companies established under Sections 3062 and 3063 may only waive the privileges and immunities granted under Section 3064 in the following manner:

1. The LLC may specifically grant limited waivers of its immunity from suit and consent to be sued in Tribal Court or another court of competent jurisdiction or consent to binding arbitration pursuant to the procedures and authorities set forth in the LLC's Operating Agreement; provided, however, that
 - i. any such waiver or consent to suit granted pursuant to the LLC's Operating Agreement shall in no way extend to any action against the Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe;
 - ii. any recovery against the LLC shall be limited to the assets of the LLC (or such portion of the LLC's assets as further limited by the waiver or consent) and the Tribe shall not be liable for the payment or performance of any of the obligations of the LLC, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the LLC; including assets of the Tribe leased, loaned, or assigned to the LLC for its use, without transfer of title, and
 - iii. any waiver of the LLC's immunities granted pursuant to the LLC's Operating Agreement shall be further limited or conditioned by the terms of such waiver.
2. The sovereign immunity of the LLC shall not extend to actions against the LLC by the Tribe acting as Owner, or, in the case of a subsidiary LLC created pursuant to this Part, by the parent LLC acting as Owner, pursuant to Section 3068(1) of this Part.

SUBCHAPTER 10
LIMITED LIABILITY COMPANIES WHOLLY-OWNED BY THE TRIBE
SPECIAL FORMATION REQUIREMENTS FOR TRIBALLY-OWNED LLC'S

3069 Formation.

3070 Additional Requirements for the
Articles of Organization.

3069 Formation.

1. Tribally-owned LLC's. The Chairperson of the Tribal Council shall be the organizer of any Tribally-owned limited liability company.
2. Subsidiaries of Tribally-owned LLC's. A Board Member of the parent Tribally-owned LLC or parent Tribal Corporation shall be the organizer of any Tribally-owned subsidiary LLC. If practicable, such Board Member shall also be a member of the Tribe.
3. Unless a delayed effective date is specified:
 - a. The existence of a Tribally-owned LLC begins when the Articles of Organization have been approved by resolution of the Tribal Council in accordance with Section 3062 and have been filed with the Corporate Registrar in accordance with Section 3008.
 - b. The existence of a subsidiary LLC owned by a Tribally-owned LLC or Tribal Corporation begins when the Articles of Organization have been approved by a resolution of the Directors of the parent Tribally-owned LLC or Tribal Corporation and have been filed with the Corporate Registrar in accordance with Section 3008.
 - c. The Articles of Organization of any Tribally-owned LLC or subsidiary thereof, and any amendments thereto, shall be filed with the Corporate Registrar in accordance with Section 3008, and shall state at a minimum the items set forth in Section 3070 below.

3070 Additional Requirements for the Articles of Organization. As set forth in Section 3068, Tribally-owned limited liability companies established under Sections 3062 and 3063 may grant a limited waiver of sovereign immunity in order to promote economic development through commercial transactions for which such a waiver is necessary and beneficial to the Tribe. The method for granting a limited waiver of sovereign immunity through the above mentioned entities is as follows:

1. The sovereign immunity of a Tribally-owned LLC may be waived only by:
 - a. A resolution adopted by the Board of Directors of the Tribally-owned LLC for the specific purpose of granting a waiver, or in the case of Owner managed Tribally-owned subsidiary LLC, by the Owner's Board of Directors; and
 - b. The language of the waiver must be explicit; and
 - c. The waiver must be contained in a written contract or commercial document to which the LLC is a party.

2. Waivers of sovereign immunity by resolution of the Tribal Council may be granted only when necessary to secure a substantial advantage or benefit to the Tribally-owned LLC. Waivers of sovereign immunity by resolution may not be general but must be specific and limited as to duration, grantee, transaction, property or funds of the Tribally-owned LLC subject to the waiver, court having jurisdiction and applicable law.

SUBCHAPTER 11
LIMITED LIABILITY COMPANIES WHOLLY-OWNED BY THE TRIBE
MANAGEMENT OF TRIBALLY-OWNED LLC'S

3071 Board of Directors as Manager.

3071 Management.

1. All Tribally-owned LLC's formed pursuant to Section 3062 of this Code shall be managed by a Board of Directors in the manner described in the Company's Operating Agreement. The qualifications, number, terms and method for selecting and removing Directors of any Tribally-owned LLC shall be specified in the LLC's Operating Agreement.
2. All Tribally-owned subsidiary LLC's formed pursuant to Section 3063 of this Code may be Owner managed or managed by a Board of Directors. If managed by a Board of Directors, the Company's Operating Agreement shall set forth the qualifications, number, terms and method for selecting and removing the Directors. If Owner managed, the LLC shall have one or more persons exercising the functions of Chief Executive Officer.

SUBCHAPTER 12
LIMITED LIABILITY COMPANIES WHOLLY-OWNED BY THE TRIBE
DECISIONS AND VOTING FOR TRIBALLY-OWNED LLC'S

3072 Voting.

3072 Voting.

1. The Ownership interests in all Tribally-owned LLC's shall be voted in the accordance with the Tribal Council's procedures for voting and passing Tribal resolutions.
2. The Ownership interests in a Tribally-owned subsidiary LLC shall be voted as provided in the Company's Operating Agreement.

SUBCHAPTER 13
LIMITED LIABILITY COMPANIES WHOLLY-OWNED BY THE TRIBE
DISTRIBUTIONS FOR TRIBALLY-OWNED LLC'S

3073 Distributions of Income.

3073 Distributions of Income.

1. Subject to the Tribe's ultimate ownership right to all income generated by its Tribally-owned LLCs, a Tribally-owned LLC shall distribute the net income of the LLC to the Tribe as set forth in a dividend plan adopted in accordance with the Operating Agreement and duly approved by the Tribal Council, except that a Tribally-owned LLC may retain reserves necessary to carry on the LLC's business in a reasonably prudent manner and as recommended by the Board of Directors, subject to further limitations set forth in Subchapter 5, Sections 3092 – 3037 and in the Operating Agreement.
2. Subject to the parent Tribally-owned LLC's or parent Tribal Corporation's ultimate ownership right to all income generated by its subsidiary LLCs, a subsidiary LLC created pursuant to Section 912 shall distribute the net income of the LLC to the parent Tribally-owned LLC or parent Tribal Corporation as set forth in a dividend plan adopted in accordance with the Operating Agreement and duly approved by its Board of Directors, except that a Tribally-owned LLC may retain reserves necessary to carry on the LLC's business in a reasonably prudent manner and as recommended by the Board of Directors, subject to further limitations set forth in Section 3038 and in the Operating Agreement.

SUBCHAPTER 14
LIMITED LIABILITY COMPANIES WHOLLY-OWNED BY THE TRIBE
ADDITIONAL REPORTS AND AUDITS

3074 Audit.

3075 Financial, Business, and Budget
Information.

3074 Audit. In addition to any Owner inspection rights provided in the Operating Agreement of a Tribally-owned LLC, the Tribal Council may at any time, by process in the manner required to be provided in the Operating Agreement, require that any LLC wholly-owned by the Tribe, whether directly or indirectly, or an LLC in which the Tribe owns the majority interest, be audited by an independent auditor hired by the Tribe who shall have the absolute right to require access to all of the LLC's records and documents necessary for such an audit.

3075 Financial, Business, and Planning Information. In addition to any reports to the Owner required by the Operating Agreement, the Board of Directors of each Tribally-owned LLC, whether owned directly or indirectly, shall submit the following information to the Business Council:

1. Copies of any periodic financial statements (including monthly or quarterly balance sheets, profit and loss statements, and cash flow statements) as may be prepared in the ordinary course of business, promptly after such statements are furnished to the LLC's Board of Directors;
2. A full report of the business activities of the company within 120 days after the close of each fiscal year; and
3. A proposed annual plan for the following year, including any proposed funding from the Tribe or anticipated distributions to the Tribe.

SUBCHAPTER 15
LIMITED LIABILITY COMPANIES WHOLLY-OWNED BY THE TRIBE
ACTIONS AGAINST TRIBALLY-OWNED LLC'S

3076 Court Actions By a Tribe Authorized. 3078 Relief Available.
3077 Tribal Approval Required.

3076 Court Actions By a Tribe Authorized. The Tribe, as Owner of any Tribally-owned limited liability company organized pursuant to this Code, or in the case of a subsidiary LLC created pursuant to this Part, the parent Tribally-owned LLC or Tribal Corporation acting as Owner, may bring a civil action against the LLC, its Board of Directors or its officers in the Tribal Court only pursuant to this Part to:

1. Enjoin temporarily or permanently any action of the LLC that is an ultra vires act outside the authority of the LLC and that is either:
 - a. unlawful; or
 - b. has or could cause material harm to the assets of the LLC or the Tribe if no immediate action is taken.
 - c. require the distribution of the LLC's surplus net income, to the extent permitted by Section 3038.
2. In accordance with Section 3064, the sovereign immunity of the LLC shall not extend to actions against the LLC by a Tribe acting as Owner, or, in the case of a subsidiary LLC created pursuant to this Part, by the parent LLC acting as Owner.
3. Nothing contained herein shall be construed as authorizing actions of any kind whatsoever against a Tribe.

3077 Tribal Approval Required. The filing of any court action against a Tribally-owned LLC pursuant to this Part must be authorized by the Tribe as Owner in the same manner as required in Section 3076 for voting on any item properly coming before the Tribe as Owner. The request for consideration of the proposed court action may be made by the Chairperson of the Tribal Council.

3078 Relief Available. In any action brought under this Part, the Tribal Court may, based on clear and convincing evidence set forth in its findings of fact and conclusions of law:

1. Issue a temporary restraining order, preliminary injunction, and permanent injunctive relief pursuant to the procedures and standards applicable in the Tribal Court, except that no bond need be posted for any preliminary injunctive relief; or
2. Order that funds of the LLC be distributed to a Tribe to the extent permitted by the Operating Agreement and Subchapter 5, Section 3032 - 3039 of this Code.



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Leech Lake Band of Ojibwe

Arthur "Archie" LaRose, Chairman
Michael J. Bongo, Secretary/Treasurer

District I Representative
Robbie Howe

District II Representative
Lyman L. Losh

District III Representative
Eugene "Ribs" Whitebird

LEECH LAKE TRIBAL COUNCIL RESOLUTION NO. 2010-159

RESOLUTION ADOPTING TITLE 8 BUSINESS CORPORATION CODE

WHEREAS, the Leech Lake Band of Ojibwe is a Federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and amendments thereof; and

WHEREAS, the Leech Lake Band of Ojibwe is governed by a Reservation Business Committee a/k/a Reservation Tribal Council is comprised of elected representative who act in accordance with the powers granted by its Constitution and By-laws; and

WHEREAS, the Reservation Business Committee (hereinafter RBC) is committed to the economic development of the Leech Lake Reservation and its surrounding area; and


WHEREAS, the RBC recognizes that Tribally owned and operated corporations enhance and stimulate economic development for the government and individuals; and

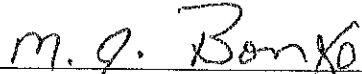
WHEREAS, the current Corporation Code is outdated and needs to be amended to include provisions for chartering for-profit, non-profit, and limited liability corporations.

NOW THEREFORE BE IT RESOLVED, that the RBC amends Resolution No. 01-107 by adopting, renaming and amending the previously adopted corporate ordinance to Title 8 Business Corporation Code which includes provisions for chartering for-profit, non-profit, and limited liability corporations.

CERTIFICATION

WE DO HEREBY CERTIFY, that the foregoing ordinance and resolution were duly presented, ordained and adopted by a vote of 3 For and 0 Against 0 Silent by the Leech Lake Reservation Business Committee of the Leech Lake Band of Ojibwe, a quorum being present held on April 15, 2010 at Cass Lake, Minnesota.


Arthur "Archie" LaRose, Chairman
Leech Lake RBC


Michael J. Bongo, Secretary/Treasurer
Leech Lake RBC



CERTIFICATION OF CODE REVISOR

The undersigned Code Revisor for the Leech Lake Band of Ojibwe Tribal Court hereby certifies that the attached **Title 8, Business Corporations Code** is a true and correct copy thereof, which was duly approved by the Leech Lake Tribal Council (a/k/a Reservation Business Committee) of the Leech Lake Band of Ojibwe on the 15th day of April, 2010.

Signature of Code Revisor:



Date Signed: April 22, 2010