



SHINGLE SPRINGS BAND OF MIWOK INDIANS

Shingle Springs Rancheria, (Verona) Tract, California

5281 Honpie Road, Placerville CA 95667

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RESOLUTION 2016-19

SUBJECT: APPROVAL OF AMENDMENTS TO THE FEDERAL CHARTER OF INCORPORATION FOR THE BUSINESS BOARD.

WHEREAS, the Shingle Springs Band of Miwok Indians (the “Tribe”) is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government; and

WHEREAS, the Shingle Springs Tribal Council is the duly-elected governing body of the Tribe and is authorized to act on behalf of the Tribe; and

WHEREAS, by Resolution No. 2012-21, the Tribal Council petitioned the Secretary of the Interior to issue a federal charter of incorporation for Shingle Springs Band of Miwok Indians Development Corporation under 25 USC § 477; and

WHEREAS, the Secretary of the Interior issued a federal charter of incorporation for Shingle Springs Band of Miwok Indians Development Corporation on May 10, 2012; and

WHEREAS, the Tribal Council now desires to amend the Charter in order to require there to be seven (7) directors instead of five (5) and that their terms be for five (5) years instead of three (3); and

WHEREAS, the Tribal Council has reviewed the attached amended charter and finds that it is consistent with the Tribe’s goals for the Business Board.

NOW THEREFORE, BE IT RESOLVED that the Tribal Council hereby approves amendments to the attached “Federal Charter of Incorporation issued by the United States of America to the Shingle Springs Band of Miwok Indians for the Shingle Springs Band of Miwok Indians Development Corporation, A Federally Chartered Corporation” and authorizes the Chairman or his designee to execute any and all documents and agreements necessary as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereby be necessary and appropriate to carry out the obligations there under.

BE IT FURTHER RESOLVED that pursuant to Article XIX(A) of the Charter, the Tribal Council authorizes the Chairman to petition the Secretary of the Interior to approve the proposed amendments to the Charter.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

CERTIFICATION

As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 11th day of February, 2016 at which time a quorum of 7 was present, this resolution was duly adopted by a vote of 7 FOR, 0 AGAINST, 0 ABSTAINED, and said resolution has not been rescinded or amended in any form.

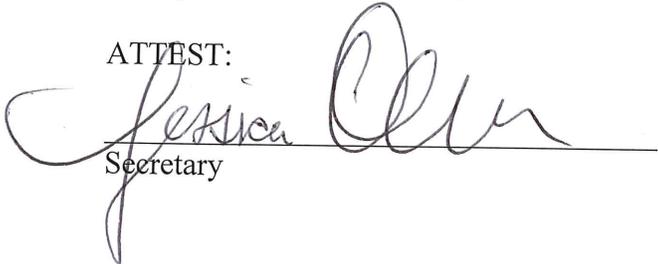


Chairperson

February 11, 2016

Date

ATTEST:



Secretary

February 11, 2016

Date

FEDERAL CHARTER OF INCORPORATION
ISSUED BY THE UNITED STATES OF AMERICA
TO THE
SHINGLE SPRINGS BAND OF MIWOK INDIANS
FOR THE
SHINGLE SPRINGS BAND OF MIWOK INDIANS
DEVELOPMENT CORPORATION
A FEDERALLY CHARTERED CORPORATION

RECITALS

WHEREAS, the Congress of the United States enacted the Act of June 18, 1934 (48 Stat. 984), as amended, which in part authorizes the Secretary of the Interior to issue a Federal Corporate Charter to an Indian Tribe; and

WHEREAS, the Shingle Springs Band of Miwok Indians is a federally recognized Indian tribe; and

WHEREAS, on March 22, 2012, the governing body of the Shingle Springs Band of Miwok Indians petitioned the Secretary of the Interior to issue a Federal Charter of Incorporation to the Shingle Springs Band of Miwok Indians to establish a nonprofit business corporation as authorized by Section 17 of the Indian Reorganization Act, 25 U.S.C. § 477, as amended; and

WHEREAS, all of the legal prerequisites to the issuance of this Charter have been fulfilled;

NOW, THEREFORE, I, _____ Deputy Commissioner of Indian Affairs, by virtue of the power conferred upon the Secretary of the Interior by the said Act and delegated to me, do hereby issue this Charter of Incorporation ("Charter") to the Shingle Springs Band of Miwok Indians, State of California, for **Shingle Springs Band of Miwok Indians Development Corporation**, ("Corporation") to be operative when ratified by the governing body of the Shingle Springs Band of Miwok Indians.

ARTICLE I - NAME

The name of the Corporation is Shingle Springs Band of Miwok Indians Development Corporation.

ARTICLE II - PRINCIPAL OFFICE AND REGISTERED OFFICE

A. Principal Office. The principal office of the Corporation shall be located within the Shingle Springs Rancheria (“Rancheria”), El Dorado County, State of California. The Corporation may have such other offices, either within or without the Rancheria, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

B. Registered Office. The registered office of the Corporation is required to be maintained in a state in which the Corporation transacts business and may be, but need not be, identical with the principal place of business of the Corporation within that state. The registered office may be changed from time to time by the Board of Directors.

ARTICLE III - AUTHORITY FOR CHARTER

The Corporation is organized, incorporated and chartered under the laws of the United States as a federally chartered corporation under 25 U.S.C. § 477, as amended, and shall have the powers, privileges and immunities granted by that statute embodied in this Charter.

ARTICLE IV - STATUS OF CORPORATION

A. The Corporation is a legal entity wholly owned by the Shingle Springs Band of Miwok Indians, a federally recognized Indian tribe, but distinct and separate from the Tribe. The activities, transactions, obligations, liabilities and property of the Corporation are not those of the Shingle Springs Band of Miwok Indians.

B. The Corporation shall have the same immunities under federal law as the Tribe. The Corporation shall retain the Tribes tax exemption status and shall enjoy any tax advantages available to this type of corporation.

ARTICLE V - OWNERSHIP OF CORPORATION

A. The total number of shares of common stock which the Corporation shall have authority to issue is 50,000 shares with no par value.

B. All shares in the Corporation shall be owned solely by the Shingle Springs Band of Miwok Indians for the benefit of the Tribe and its recognized members. No individual or legal entity other than the Shingle Springs Band of Miwok Indians shall acquire any shares in the Corporation, or be paid any dividends.

C. The Tribe's shares in the Corporation shall not be sold, transferred, pledged or hypothecated, voluntarily or involuntarily, without the prior written consent of the Shingle Springs Band of Miwok Indians Tribal Council and the approval of the Secretary of the Interior.

D. The Shingle Springs Band of Miwok Indians Tribal Council shall serve as the Shareholders representative, and all rights of the Shareholder shall be exercised by the Shingle Springs Band of Miwok Indians Tribal Council, in accordance with this Charter and applicable tribal law.

ARTICLE VI - PERIOD OF DURATION

The period of the Corporation's duration is perpetual, or until this Charter is revoked by an Act of Congress, pursuant to 25 U.S.C. § 477, as amended.

ARTICLE VII - CORPORATE PURPOSES

The purposes for which the Corporation is organized are:

- A. To provide job opportunities for members of the Shingle Springs Band of Miwok Indians on or near the Shingle Springs Rancheria which would utilize the talents and skills of the Tribes' members and provide them with adequate income on a long-term basis.
- B. To provide for efficient and effective utilization of the resources of the Shingle Springs Rancheria in a manner that protects the long-term interests of the Shingle Springs Band of Miwok Indians and which provides an adequate return on investment and an income to the Tribe from the utilization of those resources.
- C. To aid in the establishment and development of businesses on or off the Shingle Springs Rancheria, to encourage businesses to employ a maximum number of Shingle Springs Band of Miwok Indians tribal members, to assist government and private sector development of industry at the Shingle Springs Rancheria and surrounding area, and to assist in any way the business education of the Tribes' members.

ARTICLE VIII - CORPORATE POWERS

The Corporation is authorized:

- A. To engage in any lawful business permitted to a corporation organized under 25 U.S.C. § 477, as amended.
- B. To have a corporate seal which may be altered at the discretion of the Board of Directors.
- C. To buy, sell, lease and otherwise acquire and maintain buildings, offices, shops and other appurtenances proper and necessary for the carrying on of said business.
- D. To carry on its business either within or without the Shingle Springs Rancheria, as permitted by law.
- E. Upon prior approval by the shareholder to guarantee, purchase, hold, assign, mortgage, pledge or otherwise dispose of capital stock of, or any bonds, securities or other evidences of indebtedness created by any other corporation or organization that is in existence under the laws of the United States, any state, Indian tribe, nation, government or country, and to exercise all the rights, privileges and powers of ownership.
- F. To enter into and make contracts of every kind and nature with any person, firm, association, corporation, municipality, nation, Indian tribe, state or body politic, without the approval of the Shingle Springs Band of Miwok Indians or the Secretary of the Interior, except when the use of

trust or federally-restricted Indian property requires such approval.

G. To purchase, take by gift or bequest, acquire, own, lease, manage, operate, deal in and dispose of real and personal property of all kinds and descriptions, wherever situated.

H. Subject to the limitations imposed by Article IX of this Charter, to incur debts and raise, borrow and secure the payment of any money in any lawful manner, including the issue and sale or other disposal of stocks, bonds, indentures, obligations, negotiable and transferrable instruments and evidence of indebtedness of all kinds, whether secured by mortgage, pledge, deed of trust or otherwise, without the approval of the Shingle Springs Band of Miwok Indians or the Secretary of the Interior, except when the use of trust or federally-restricted Indian property requires such approval.

I. To apply for, obtain, register, purchase, lease or otherwise acquire, own, hold, use, operate and introduce, and to sell, assign or otherwise dispose of any trademark, trade name, patent, invention, improvements and processes used in connection with or secured under letters patent, and to use, exercise, develop, grant and give licenses in respect thereto.

J. To apply for, purchase or acquire by assignment, transfer or otherwise, and to exercise, carry out and enjoy any license, power, authority, franchise, concession, right or privilege which any government or authority or any corporation or other public body may be empowered to enact, make, or grant, and, subject to the limitations imposed by Article IX of this Charter, to pay for and to appropriate any of the Corporation's assets to defray the necessary costs, charges and expenses thereof.

K. To sue and be sued in its Corporate name to the extent provided in Article XVI of this Charter.

L. To employ or appoint employees and agents of the Corporation and define their duties and fix their compensation consistent with Article XII of this Charter.

M. To lend money for its corporate purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned and invested.

N. To sell, convey, mortgage (including leasehold mortgages), pledge, lease, exchange, transfer or otherwise dispose of all or any part of its corporate property or assets to the extent permitted by Article IX(F) of this Charter; Provided that, in accordance with the provisions of 25 U.S.C. § 477, as amended, the Corporation has no authority to sell, mortgage, or lease for a period of time exceeding twenty-five (25) years, unless a longer period of time for such leases has been approved by Congress, any trust or restricted lands included within the Shingle Springs Rancheria.

O. To adopt bylaws for the regulation of the internal affairs of the Corporation consistent with this Charter and the laws and regulations of the Shingle Springs Band of Miwok Indians provided that such bylaws and any amendments are approved by the Shingle Springs Band of Miwok Indians Tribal Council. Copies of the organizational documents shall be provided to the Shingle Springs Band of Miwok Indians Tribal Council.

P. To obtain a certificate of authority to transact business in the State of California or any other state as a foreign corporation, and to comply with applicable state law governing foreign corporations.

Q. To create other corporations and businesses that will operate underneath the Corporations powers.

R. To have and exercise all lawful powers incidental, necessary or convenient to effect any or all of the purposes for which the Corporation is organized.

S. To pay pensions and establish pension plans, pension trusts, profit-sharing plans, and other incentive plans for any and all of its directors, officers and employees.

ARTICLE IX - LIMITATIONS ON CORPORATE POWERS

The Corporation shall have no power:

A. To expressly or by implication enter into any agreement of any kind on behalf of the Shingle Springs Band of Miwok Indians.

B. To pledge the credit of the Shingle Springs Band of Miwok Indians.

C. To dispose of, pledge, or otherwise encumber real or personal property of the Shingle Springs Band of Miwok Indians, except that the Corporation shall have the power to encumber real property pursuant to the terms of written lease agreement(s) between the Shingle Springs Band of Miwok Indians and the Corporation.

D. To waive any right, privilege or immunity of, or release any obligation owed to, the Shingle Springs Band of Miwok Indians.

E. To enter into any sublease or other encumbrance or instrument respecting lands leased to the Corporation by the Shingle Springs Band of Miwok Indians without the express written approval of the Shingle Springs Band of Miwok Indians Tribal Council. Such approval may be reflected in the written lease agreement(s) between the Shingle Springs Band of Miwok Indians and the Corporation.

F. To sell or otherwise dispose of all or substantially all of the Corporation's assets, other than in the usual and regular course of its business, without the prior written consent of the Shingle Springs Band of Miwok Indians Tribal Council. Prior to any such proposed sale or disposition, the Corporation shall give reasonable notice to the Shingle Springs Band of Miwok Indians Tribal Council. The Shareholder's consent to any such proposed sale or disposition shall be in the form of a resolution of the Shingle Springs Band of Miwok Indians Tribal Council, duly adopted in accordance with applicable tribal law.

ARTICLE X - SHAREHOLDER ACTION

A. Regular Meetings. Regular meetings of the Shareholder shall be held twice annually, as scheduled by the Corporation but no later than the 30th day of January and the 30th day of July

of each year for the purpose of electing Directors, approving the Corporation's annual business plan and budget, and transacting any business that may come before said meeting. If the election of Directors shall not be held on the date scheduled for any regular meeting of the Shareholder, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholder as soon thereafter as is convenient.

B. Special Meetings. Special meetings of the Shareholder, for any purpose or purposes, unless otherwise proscribed by applicable law, may be called by the Shingle Springs Band of Miwok Indians Tribal Council or a majority of the Directors. Special meetings shall require written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered not less than five (5) days before the date of the meeting, either personally or by mail, to each of the Directors of the Corporation and to the Chairman of the Tribal Council of the Shingle Springs Band of Miwok Indians. This notice requirement may be waived at any time by individual Council members and Directors who do not receive such notice. Any business in addition to that specified in the notice of the meeting may be transacted at any special meeting of the Shareholder.

C. Meeting Procedures. At all meetings of the Shareholder, whether a regular meeting or a special meeting, the Shingle Springs Band of Miwok Indians Tribal Council shall sit in its capacity as the sole shareholder of the Corporation, and not in its governmental capacity as the governing body of the Tribe. Matters within the scope and legal authority of the Shareholder under this Charter shall only be discussed and decided by the Shingle Springs Band of Miwok Indians Tribal Council when sitting as the Shareholder's representatives at a Shareholder meeting duly called as provided in this Charter. On any issue or question presented to the Shareholder, a vote shall be taken of those members of the Shingle Springs Band of Miwok Indians Tribal Council present. All meetings and votes of the Shareholder shall be conducted consistent with the procedures applicable to Shingle Springs Band of Miwok Indians Tribal Council meetings, except that notice of special meetings shall also be consistent with paragraph B of this Article X.

ARTICLE XI - BOARD OF DIRECTORS

A. Management Authority. The business affairs of the Corporation shall be managed exclusively by its Board of Directors. The Shingle Springs Band of Miwok Indians shall have no authority to direct the business affairs of the Corporation, except through its status as the sole shareholder of the Corporation and as provided in this Charter.

B. Number and Positions. The Board shall consist of seven (7) members elected by the Shingle Springs Band of Miwok Indians Tribal Council, but the number of Directors may thereafter be increased or decreased at any time by a duly adopted resolution of the Shareholder. The Board shall elect a Chairperson, Vice-Chairperson, Treasurer and Secretary. The Chairperson and Vice-Chairperson must be members of the Board, but the Treasurer and Secretary may be members of the staff of the Corporation. The Treasurer shall serve as Treasurer of both the Corporation and the Board of Directors. The Secretary shall serve as the Secretary of both the Corporation and the Board of Directors. No two persons may hold more than one Board position except that the same person may be Secretary and Vice-Chair or Secretary and Treasurer provided that only a Director may be Vice-Chair. The Chairperson shall preside at Board meetings. The Vice-Chairperson shall assume the duties of the Chairperson in the absence of the Chairperson. The Shingle

Springs Band of Miwok Indians Tribal Council may appoint one or more of its members as non-voting, ex-officio members of the Board.

C. How Elected. Elections shall be held at the regular meetings of the Tribal Council acting as representative of the owner. Nominations for each open position shall be made and seconded by Council members until nominations cease. The Council shall elect a person to fill each open position from the list of seconded nominations for that position. The Council may choose to vote by voice vote or by written ballot. The person receiving the highest number of votes for each position shall fill that position.

D. Term of Office. The Directors shall be elected for terms of five (5) years each, and shall serve only for the term of office or until resignation, removal or death. When a term is completed, a vacancy shall occur. When electing Directors to increase the number of Directors or to fill a vacancy, the Shareholder may lengthen or shorten the term of office of any Director then being elected in order to achieve staggered terms of office. A Director may serve any number of consecutive five-year terms for which he or she is elected.

E. Initial Board of Directors. The Initial Board of Directors of the Corporation shall be determined by the Shingle Springs Band of Miwok Indians Tribal Council at the time this Charter is ratified by the Council.

F. Qualifications of Directors.

1. Each Director shall possess the level of business experience and expertise determined by the Shingle Springs Band of Miwok Indians Tribal Council as representatives of the Shareholder to be necessary to carry out the duties of a Director and to contribute to the ability of the Corporation to achieve the purposes for which this Charter is issued.
2. No person who has been convicted of a felony within the last five (5) years shall sit on the Board. A felony is a crime punishable by at least one (1) year in jail, regardless of whether the person actually served a full year in jail.
3. No person who has ever been convicted of any crime involving theft or conversion of money or property shall sit on the Board.
4. No employee of the Corporation or of the Bureau of Indian Affairs shall be eligible to serve as a Director during the time of such employment.
5. No more than one-half (1/2) of the Directors may serve concurrently on the Board of Directors of the Corporation and on any other board of a corporation or enterprise of which the Shingle Springs Band of Miwok Indians is a majority shareholder or owner.
6. No more than one (1) member of the Shingle Springs Band of Miwok Indians Tribal Council is eligible to serve as a Director of the Corporation at any one time, except for ex-officio Directors as stated in Article XI(B).
7. No more than two (2) members of the Board may be non-members of the Tribe.

G. Duties of Directors. The Board of Directors shall manage the general affairs and business of the Corporation. The Directors shall in all cases act as a Board, regularly convened, by a majority vote, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they may deem proper, not inconsistent with this Charter, the bylaws of the Corporation and applicable tribal or federal law. A Director shall perform the duties of a Director in good faith, in a manner the Director believes to be in or not opposed to the best interests of the Corporation and the shareholder, and with such care as an ordinarily prudent person would use under similar circumstances in a like position. In performing such duties a Director shall be entitled to rely on factual information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;
2. Legal counsel, public accountants or other persons as to matters which the Director reasonably believes to be within such person's professional or expert competence; or
3. A committee of the board upon which the Director does not serve, duly designated in accordance with a provision of the bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence, but the Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

H. Conflicts of Interest.

1. No sitting Board member shall engage in any activity that is, or creates the appearance of, a conflict of interest. A conflict of interest occurs when circumstances create a possibility that a Board member's duty of undivided loyalty to the Corporation might be compromised. Should a conflict of interest develop for a Director, he or she shall state the conflict in writing to the Chairperson of the Board, with a copy to the Shareholders representative. If the conflict cannot be avoided to the satisfaction of the Chairperson and Chairman, the Director shall immediately resign. In the event of a potential conflict of interest, a Director shall recuse himself or herself from any vote involving the potential conflict of interest.
2. No member of the Board of Directors of the Corporation, and no husband, wife, parent, child, or sibling of a Board member, shall be a signatory to or beneficiary of any contract or agreement with the Corporation.
3. No member of the Board of Directors of the Corporation shall have any financial interest in any business entity that is a signatory to or beneficiary of any contract or agreement with the Corporation.
4. No member of the Board of Directors shall act as an agent of the Corporation without having authority to do so expressly granted to the Board member by a Resolution of the Board.

5. No two persons who are married to each other, parent and child, in-laws, or siblings may sit on the Board at the same time.

I. Directors' Meetings. Regular meetings of the Board of Directors shall be held immediately following the first regular meeting of the Shareholder to elect officers of the Board and the Corporation. Special meetings of the Board of Directors may be called by the Chairperson of the Board at any time, and shall be called by the Chairperson or the Secretary upon the request of the Shingle Springs Band of Miwok Indians Tribal Council or of two Directors.

J. Notice of Meetings. Notice of meetings, other than the regular semiannual meetings, shall require written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered not less than five (5) business days before the date of the meeting, either personally or by mail, to each of the Directors. No business other than that specified in such notice shall be transacted at any special meeting. This notice requirement may be waived at any time by individual Directors who do not receive such notice. At any meeting at which every member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

K. Quorum. At a meeting of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business; but in the event of a quorum not being present, a lesser number may adjourn the meeting from time to time without further notice. Ex-officio members of the Board shall not be counted in reaching a quorum of the Board.

L. Voting. At a meeting of the Board of Directors, each Director has one vote. Ex-officio members of the Board may not vote. A majority of a quorum of the Board of Directors carries any issue.

M. Meeting Options. Except as otherwise restricted by the bylaws of the Corporation, members of the Board of Directors or any committee designated thereby may participate in a meeting of the Board or committee by means of a conference telephone call or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. Except as otherwise restricted in the bylaws of the Corporation, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and the consent shall have the same effect as a unanimous vote.

N. Resignation and Removal of Directors.

1. Any Director may resign at any time by giving written notice to the Board Chair, and such resignation shall be effective on the date specified in the notice.

2. Any one or more of the Directors may be removed with or without cause at any time by the Tribal Council acting as the representative of the owner. In addition, any one or more of the Directors may be removed for cause at any time by the unanimous vote of the remaining Directors, at a special meeting called for that purpose or at a regular meeting. Cause for removal shall consist of malfeasance, misfeasance or non-feasance of office,

gross neglect of duty, misconduct reflecting on the dignity and integrity of the Corporation, or an irresolvable conflict of interest. In addition, any Director who is absent from three (3) consecutive meetings of the Board, whether such meetings be regular meetings, special meetings, or a combination thereof, shall be automatically removed.

3. The Director shall be informed in writing of the specific grounds for removal and shall be given a reasonable opportunity to respond in person or through counsel before a decision to remove is made.

4. Any decision by the Board to remove a Director may be appealed to the Tribal Council acting as the representative of the owner. The owner's decision concerning removal shall be final, and shall not be subject to any further appeal or review.

O. Vacancies. Whenever any vacancy shall occur in the Board of Directors by death, resignation, removal or otherwise, the same shall be filled without undue delay by the Shareholder at a special meeting of the Shareholder's representative which shall be called for that purpose. Such election shall be held within sixty (60) days after the occurrence of such vacancy. The person so chosen shall hold office until the next regular meeting or until a successor shall have been chosen at a special meeting of the Shareholder.

P. Presumption of Assent. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless such dissent shall be entered in the minutes of the meeting or unless the Director shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Q. Liability of Directors. A Director shall not be personally liable to the Corporation or its Shareholder for monetary damages for breach of fiduciary duty as a Director unless:

1. The Director has breached or failed to perform the duties of the Director's office as provided in paragraph G of this Article XI, and
2. The breach or failure to perform constitutes willful misconduct or recklessness.

R. Council Member/Tribal Employee Directors. Shingle Springs Band of Miwok Indians Tribal Council members or Tribal employees serving as Directors shall not be deemed to be acting within the scope of their duties as Council members or tribal employees or acting in any other capacity while acting on behalf of the Corporation or under color of office of the Corporation.

S. Compensation. The Directors shall receive such compensation and expense reimbursement as is reasonable, prudent, and consistent with the Corporation's budgets, pursuant to this Charter. Director compensation and expense reimbursement shall be subject to written policies and procedures drafted by the Board of Directors and approved by the Shareholders representative. The Board shall disclose to the Shareholders representative each Directors compensation and reimbursements.

ARTICLE XII - OFFICERS AND STAFF

A. Officer Positions. The officers of the Corporation shall be the Chairperson, Vice-Chairperson, Treasurer and Secretary elected pursuant to paragraph B of Article XI of this Charter.

B. Staff Positions and Duties. The staff position(s), job description(s), duties, and powers of the staff of the Corporation shall be provided in the Corporations bylaws and/or the business plans. Staff positions shall not be created and staff shall not be directed to perform work that unnecessarily duplicates the duties of employees of the tribal government or the Board of Directors or otherwise imprudently expends the Corporations financial resources. The Corporation shall limit staff positions to part-time employees to the extent possible and consistent with the best interests of the Tribe.

C. Staff Compensation. The staff shall receive such compensation and expense reimbursement as is reasonable, prudent, and consistent with the Corporations budgets, pursuant to this Charter. Staff compensation and expense reimbursement shall be subject to written policies and procedures drafted by the Board of Directors and approved by the Shareholders representative. The Board shall disclose to the Shareholders representative each Staff members' compensation and reimbursements.

D. Council Member/Tribal Employee Officers and Staff. Shingle Springs Band of Miwok Indians Tribal Council members or Tribal employees serving as officers or staff of the Corporation shall not be deemed to be acting within the scope of their duties as Council members or tribal employees or acting in any other capacity while acting on behalf of the Corporation or under color of office of the Corporation.

ARTICLE XIII - INDEMNIFICATION

A. The Corporation shall indemnify any current or former Director, officer or employee against reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit, or proceeding in which he or she is made a party by reason of being, or having been, such Director, officer or employee of the Corporation, and the reasonable costs of settlement of any such action or proceeding, if a majority of Board members not seeking indemnification or otherwise involved in the controversy shall determine in good faith:

1. That such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent; and
2. That any legal fees paid or any settlements made are reasonable; and
3. That the person seeking indemnification did not act beyond the scope of his or her employment or office; and
4. That it is in the best interests of the Corporation that indemnification be made.

B. If the Board is unable to act on a request for indemnification due to lack of a disinterested quorum, the decision whether to indemnify shall be submitted to the Shareholder.

C. If available, each member of the Board shall be provided, at Corporation expense, with sufficient insurance to indemnify the shareholders in the event such director acts, fails to act, or refuses to act willfully or with gross negligence or with fraudulent or criminal intent.

ARTICLE XIV - STOCK DIVIDENDS

A. The Board of Directors shall prepare and present a plan to utilize surplus profits for corporate expansion and preservation and to pay dividends to the Shingle Springs Band of Miwok Indians Tribal Council for approval.

B. All dividends declared by the Board of Directors shall be paid to the Shingle Springs Band of Miwok Indians.

C. The Board of Directors may declare common stock dividends from the surplus profits of the Corporation whenever, in its opinion, the condition of the Corporation's affairs will render it expedient for such dividends to be declared; provided that no distribution may be made if either:

1. The Corporation would not be able to pay its debts as due in the normal course of business, or
2. The Corporation's total assets would be less than the sum of its total liabilities.

ARTICLE XV - REPORTS TO SHAREHOLDER

A. The Corporation shall maintain its financial records in conformity with generally accepted accounting principles.

B. The Board of Directors of the Corporation shall, no less frequently than on a quarterly basis, report in writing to the Shareholder on the financial and operating condition of the Corporation, including the assets and liabilities of the Corporation and the official actions of the Corporation's directors, officers, and employees. The content of the report shall be determined jointly by the Chairman of the Board and the Chairman of the Tribal Council. It shall be the responsibility of the Chairman of the Board to submit each such written report to the Tribal Council at least ten (10) days before the respective scheduled Tribal Council meeting.

C. The financial and operating records of the Corporation shall at all reasonable times be open to inspection by the Shareholder's representative.

D. The Corporation shall, within 120 days following the close of the Corporation's fiscal year, submit to the Shareholder's representative an audited financial statement showing the status of the Corporation as of the last day of the Corporation's fiscal year.

ARTICLE XVI - CLAIMS AGAINST THE CORPORATION

A. The Corporation is an instrumentality of the Shingle Springs Band of Miwok Indians and is entitled to all of the privileges and immunities of the Tribe, except as provided in this Article XVI.

B. The Corporation is authorized to waive, as provided in this Article XVI, any defense of sovereign immunity from suit that the Corporation, its directors, officers, employees or agents may otherwise enjoy under applicable federal, state or tribal law, arising from any particular agreement, matter or transaction as may be entered into to further the purposes of the Corporation, to consent to suit in state and/or federal court, and to consent to alternative dispute resolution mechanisms such as arbitration or mediation. The Corporation is authorized to designate United States federal courts to be among the courts of competent jurisdiction for all matters related to the Small Business Administration's programs, including but not limited to 8(a) Program participation, loans, advance payments and contract performance.

C. The Corporation is authorized to waive, as provided in this Article XVI, any defense the Corporation, its directors, officers, employees or agents may otherwise assert that federal, state or tribal law requires exhaustion of tribal court remedies prior to suit against the Corporation in a state or federal court otherwise having jurisdiction over the subject matter and the parties.

D. Any waiver by the Corporation authorized by paragraph B or C of this Article XVI shall be in the form of a resolution duly adopted by the Board of Directors, a copy of which resolution shall be mailed to the Shareholder's representative but the resolution shall not require the approval of the Shingle Springs Band of Miwok Indians or the Secretary of the Interior. The resolution shall identify the party or parties for whose benefit the waiver is granted, the transaction or transactions and the claims or classes of claim for which the waiver is granted, the property of the Corporation which may be subject to execution to satisfy any judgment which may be entered in the claim, and shall identify the court or courts in which suit against the Corporation may be brought. Any waiver shall be limited to claims arising from the acts or omissions of the Corporation, its directors, officers, employees or agents, and shall be construed only to affect the property and income of the Corporation.

E. Nothing in this Charter, and no waiver of the Corporation's sovereign immunity pursuant to this Article shall be construed as a waiver of the sovereign immunity of the Shingle Springs Band of Miwok Indians, or any other instrumentality of the Shingle Springs Band of Miwok Indians, and no such waiver by the Corporation shall create any liability on the part of the Shingle Springs Band of Miwok Indians or any other instrumentality of the Shingle Springs Band of Miwok Indians for the debts and obligations of the Corporation, or shall be construed as a consent to the encumbrance or attachment of any property of the Shingle Springs Band of Miwok Indians or any other instrumentality of the Shingle Springs Band of Miwok Indians based on any action, adjudication or other determination of liability of any nature incurred by the Corporation.

F. Nothing in this Charter, and no action taken by the Corporation pursuant to this Charter, shall be construed as permitting, recognizing, or granting the State of California any regulatory jurisdiction or taxing jurisdiction over the property or activities of the Corporation or its employees located within the boundaries of the Shingle Springs Band of Miwok Indians' country.

ARTICLE XVII - SEAL

The seal of the Corporation shall be as follows:

Shingle Springs Band of Miwok Indians Development Corporation

Shingle Springs Band of Miwok Indians

ARTICLE XVIII - SUSPENSION OF BUSINESS; DISSOLUTION

A. After issuance of this Charter by the Secretary of the Interior and ratification by the Shingle Springs Band of Miwok Indians Tribal Council, the business of the Corporation may be suspended or the Corporation dissolved only as provided in this Article.

B. The business of the Corporation may be suspended and/or the Corporation dissolved as follows:

1. The Board of Directors shall adopt a resolution recommending that the business of the Corporation be suspended and/or the Corporation dissolved and directing that the question of suspension and dissolution be submitted to a vote of the Shareholder's representative at a meeting of the Shareholder, which may be either a regular or special meeting.
2. Written notice shall be given to the Shareholder in the manner provided in this Charter for giving notice of meetings of the Shareholder, and shall state that the purpose, or one of the purposes, of the meeting is to consider the advisability of the action proposed.
3. At the Shareholder meeting, a vote shall be taken on resolutions to approve or disapprove the action proposed.
4. Upon adoption of the resolution to suspend business and/or to dissolve, a statement of intent to suspend business and/or dissolve shall be executed by the Corporation by its President or Vice-President and by its Secretary and verified by one of the officers signing the statement, and shall be delivered to the Secretary of the Interior.
5. Upon filing with the Secretary of the Interior of the statement of intent to suspend business and/or dissolve, the Corporation shall cease to carry on its business, except insofar as necessary for the winding up thereof, but its corporate existence shall continue until this Charter is revoked by act of Congress in accordance with 25 U.S.C. § 477, as amended.
6. After filing the statement of intent to suspend business, the Corporation shall follow the procedures provided in the bylaws.
7. After filing the statement of intent to dissolve, the Corporation shall immediately cause notice thereof to be mailed to each known creditor of the Corporation; shall proceed to collect its assets, convey and dispose of such of its properties as are not to be distributed in kind to its Shareholder, pay, satisfy and discharge its liabilities and obligations and do all other acts required to liquidate its business and affairs, and, after paying or adequately providing for the payment of all its obligations, distribute the remainder of its assets, either in

cash or in kind, to its Shareholder.

8. By resolution of the Board of Directors or by resolution adopted by the Shingle Springs Band of Miwok Indians Tribal Council at any time prior to revocation of this Charter by act of Congress, the Corporation may revoke voluntary dissolution proceedings. Written notice of the revocation shall be filed with the Secretary of the Interior. Upon filing the notice of revocation of voluntary dissolution proceedings, the revocation shall be effective and the Corporation may again carry on its business.

9. If voluntary dissolution proceedings have not been revoked, when all debts, liabilities and obligations of the Corporation have been paid and discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Corporation have been distributed to the Shareholder, the Shingle Springs Band of Miwok Indians and the Secretary of the Interior shall take all actions necessary to obtain an act of Congress revoking this Charter and dissolving the Corporation.

ARTICLE XIX - AMENDMENTS

A. The authority to petition for amendments to this Charter is vested in the Shingle Springs Band of Miwok Indians Tribal Council, but such amendments shall have no legal effect until approved by the Secretary of the Interior and ratified by the Shingle Springs Band of Miwok Indians Tribal Council in accordance with 25 U.S.C. § 477, as amended, and in accordance with applicable tribal law.

B. The Board of Directors may request the Shingle Springs Band of Miwok Indians Tribal Council to petition the Secretary of the Interior for amendments to this Charter, but the final decision on submitting any such petition shall be made by the Shingle Springs Band of Miwok Indians Tribal Council.

ARTICLE XX - CERTIFICATE OF APPROVAL

I, _____ Deputy Commissioner of Indian Affairs, by virtue of the authority granted to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. §477), as amended, and delegated to me hereby approve this Federal Corporate Charter for use by the Shingle Springs Band of Miwok Indians and the **Shingle Springs Band of Miwok Indians Development Corporation**. This Charter shall become effective upon ratification by the Shingle Springs Band of Miwok Indians Tribal Council, PROVIDED, That nothing in this approval shall be construed as authorizing any action under this document that would be contrary to federal law.

Deputy Commissioner of Indian Affairs Washington, D.C.

Date:
