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**CHARTER OF INCORPORATION**  
of  
**AMERIND RISK MANAGEMENT CORPORATION**  
A Federally Chartered Corporation

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Issued to the following Charter Tribes:

THE RED LAKE BAND OF CHIPPEWA INDIANS,

THE CONFEDERATED SALISH AND KOOTENAI TRIBES  
OF THE FLATHEAD RESERVATION,

and

THE PUEBLO OF SANTA ANA

**ARTICLE 1. Name.**

The name of the Corporation is AMERIND Risk Management Corporation.

**ARTICLE 2. Principal Office and Registered Office.**

**Section 2.1. Principal Office.** The initial principal office of the Corporation shall be located at 6201 Uptown Blvd., NE, Suite 100, Albuquerque, New Mexico or such other location selected by the Board of Directors. As soon as practicable in the best interests of the Corporation, the principal office of the Corporation shall be relocated on the Indian Country (as defined by 18 U.S.C. § 1151) of the Pueblo of Santa Ana or to such other location within Indian Country selected by the Board of Directors. The Corporation may have such other offices, either within or without Indian Country, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

**Section 2.2. Registered Office.** The registered office of the Corporation required to be maintained by any jurisdiction in which the Corporation shall transact business may be, but need not be, identical with the principal place of business of the Corporation within that jurisdiction, and the registered office may be changed from time to time by the Board of Directors.

1 **ARTICLE 3. Authority for Charter.**

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**Section 3.1.** 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 and embodied in this Charter. The granting of this Charter does not abrogate, limit or in any respect alter the sovereign immunity of any of the Charter Tribes or of any Member of the Corporation entitled to assert sovereign immunity.

**ARTICLE 4. Status of Corporation.**

**Section 4.1.** The Corporation is a legal entity jointly owned by the Charter Tribes, each of which is a federally-recognized Indian tribe, but is distinct and separate from the Charter Tribes. The activities, transactions, obligations, liabilities and property of the Corporation are not those of the Charter Tribes.

**Section 4.2.** The Corporation shall have the same tax status and immunities under federal law as each Charter Tribe enjoys.

**ARTICLE 5. Non-Stock Corporation.**

**Section 5.1.** The Corporation shall be a non-stock corporation, the income of which shall not inure to the benefit of private individuals or organizations or to the benefit of the Charter Tribes in their capacity as Charter Tribes. Notwithstanding the foregoing, the Corporation may distribute its income, whether or not from current or accumulated earnings and profits, to Members of the Corporation in the form of premium or periodic contribution credits or dividends in the sole discretion of the Corporation's Board of Directors.

**Section 5.2.** The Corporation shall not accumulate earnings and profits beyond the Corporation's reasonable business needs, as determined by the Board of Directors.

**Section 5.3.** The authority of each Charter Tribe to manage the business affairs of the Corporation is by ratification of this Charter delegated to the Members of the Corporation as provided in this Charter, subject to the authorities reserved to the Charter Tribes in Section 9.1.5, Section 15.3, Section 15.4, Article 19, and Article 20.

**ARTICLE 6. Period of Duration.**

**Section 6.1.** The period of the Corporation's duration is perpetual, or until this Charter is revoked or surrendered by Act of Congress, pursuant to 25 U.S.C. § 477, as amended.

#### **ARTICLE 7. Corporate Purposes.**

The purposes for which the Corporation is organized are:

**Section 7.1.** To promote the social welfare of Native Americans and Alaskan Natives by providing a means for Members as defined by Section 11.1 of this Charter to indemnify and financially protect against any risk of loss as may be agreed upon between any of them and the Corporation, including, but not limited to, physical property damage, liability to third persons, employer liability, directors and officers liability, and errors and omissions, together with other financial services required by its Members.

**Section 7.2.** To promote the social welfare of Native Americans and Alaskan Natives by providing a means for non-Member Affiliates as defined by Section 11.6 of this Charter to obtain insurance coverage and other financial services.

**Section 7.3.** To promote the social welfare of Native Americans and Alaskan Natives by providing other services to Member entities and non-Member Affiliates as the Board of Directors may deem appropriate consistent with the purposes identified in Sections 7.1 and 7.2.

**Section 7.4.** To promote the social welfare of Native Americans and Alaskan Natives by providing other services to governmental entities, individuals, and business entities as the Board of Directors may deem appropriate consistent with the purposes identified in Sections 7.1 and 7.2.

#### **ARTICLE 8. Corporate Powers.**

The Corporation is authorized:

**Section 8.1.** To acquire the rights and assets and assume the obligations and liabilities of AMERIND Risk Management Corporation, a not-for-profit corporation formed under the laws of the Red Lake Band of Chippewa Indians pursuant to Tribal Ordinance No. 1-75, whose Articles of Incorporation were filed for record in the Office of the Secretary of the Tribal Council of the Red Lake Band of Chippewa Indians on October 31, 1986.

**Section 8.2.** To acquire the rights and assets and assume the obligations and liabilities of AMERIND Financial Services, Inc., a for-profit corporation formed under the laws of the Confederated Salish and Kootenai Tribes of the Flathead Reservation.

**Section 8.3.** To engage in any lawful business permitted to a corporation organized under 25 U.S.C. § 477, as amended.

**Section 8.4.** To fix and require its Members to pay initial and periodic contributions pursuant to contracts to the extent such contributions are deemed necessary or appropriate to facilitate the general purposes of the Corporation, which power and authority shall include the power and authority to adjust any contribution with respect to any individual Member to reflect the type or degree of indemnification and financial protection provided to, and the risk of exposure and loss experience of each Member in accordance with contracts entered into between the Corporation and its Members.

**Section 8.5.** To establish such reserve funds as the Board of Directors deems necessary and appropriate.

**Section 8.6.** To enter into and arrange for insurance and reinsurance contracts for excess, catastrophic, stop loss or any other such coverage as the Board of Directors deems necessary and appropriate.

**Section 8.7.** To establish and operate by contract or otherwise, a program of risk management including but not limited to identifying, evaluating, reducing, transferring, and eliminating factors and circumstances which could result in physical property damage, liability to third persons and employer liability; establishing safety procedures and educational programs; and utilizing elements of insurance law, technology and general business administration to effectively manage risks.

**Section 8.8.** To establish and operate, by contract or otherwise, a program of claims management, including but not limited to identifying, resolving and planning for the funding of eligible claims made by or against a Member of the Corporation.

**Section 8.9.** To have a corporate seal which may be altered at the discretion of the Board of Directors; but failure to have or affix a corporate seal shall not affect the validity of any instrument or any action taken in pursuance thereof or in reliance thereon.

**Section 8.10.** To buy, sell, lease and otherwise acquire and maintain buildings, offices, and other appurtenances proper and necessary for the carrying on of said business.

**Section 8.11.** To carry on its business either within or without Indian Country.

**Section 8.12.** To guarantee, purchase, hold, assign, mortgage, pledge or otherwise dispose of capital stock, 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 Nation, nation, government or country, and to exercise all the rights, privileges and powers of ownership.

**Section 8.13.** To enter into and make contracts of every kind and nature with any person, firm, association, corporation, limited liability company, municipality, nation, Indian Nation, state or body politic.

**Section 8.14.** 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.

**Section 8.15.** Subject to the limitations imposed by Article 9 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 notes, bonds, indentures, obligations, negotiable and transferable instruments and evidence of indebtedness of all kinds, whether secured by mortgage, pledge, deed of trust or otherwise.

**Section 8.16.** 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.

**Section 8.17.** 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 to pay for and to appropriate any of the Corporation's assets to defray the necessary costs, charges and expenses thereof.

**Section 8.18.** To sue and be sued in the Corporation's name in courts of competent jurisdiction within the United States, but only to the extent provided in and subject to the limitations stated in Article 16 of this Charter.

**Section 8.19.** To elect Directors and to employ or appoint officers, employees and agents of the Corporation and to define their duties and fix their compensation.

**Section 8.20.** 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.

**Section 8.21.** To sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of its corporate property or assets, subject to the limitations of Section 9.1.6 of this Charter.

**Section 8.22.** To adopt, repeal, alter or amend bylaws for the regulation of the internal affairs of the Corporation consistent with this Charter and applicable federal law, without the approval of the governing bodies of the Charter Tribes or the Secretary of the Interior.

**Section 8.23.** To pay pensions and establish pension plans, pension trusts, profit-sharing plans, and other incentive plans for any or all of its directors, officers and employees.

**Section 8.24.** To be a promoter, partner, member, associate, trustee or manager of any partnership, joint venture, limited liability company, trust or other enterprise.

**Section 8.25.** To make donations for the public welfare or for charitable, scientific, educational or governmental purposes.

**Section 8.26.** 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.

## **ARTICLE 9. Limitations on Corporate Powers.**

**Section 9.1.** The Corporation shall have no power:

**9.1.1** To expressly or by implication enter into any agreement of any kind on behalf of any Charter Tribe.

**9.1.2.** To pledge the credit of any Charter Tribe.

9.1.3. To dispose of, pledge, or otherwise encumber real or personal property of any Charter Tribe.

9.1.4. To waive any right, privilege or immunity of, or release any obligation owed to, any Charter Tribe.

9.1.5 To enter into any sublease or other encumbrance or instrument respecting lands that may be leased to the Corporation by any Charter Tribe without the express written approval of the governing body of the Tribe leasing such lands to the Corporation.

9.1.6 To sell, lease, exchange 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 approval of the Members of the Corporation. Approval of the Members shall be in the form of a resolution duly adopted by a two-thirds majority vote at a special meeting of the Members duly called for that purpose as provided in this Charter.

9.1.7 To engage in any activity prohibited by Section 17 of the Indian Reorganization Act of 1934.

9.1.8 To purchase restricted Indian lands, or to sell, mortgage or grant a lease for any trust or restricted lands of any Charter Tribe or Member.

**Section 9.2.** The Charter Tribes shall not be liable on any contract of the Corporation, or for any tort committed by the Corporation or by any director, officer, employee or agent of the Corporation. No Member shall be liable on any contract of the Corporation (except to the extent so provided in a contract between the Corporation and such Member), or for any tort committed by the Corporation or by any director, officer, employee or agent of the Corporation. No lien against property of the Corporation shall be enforceable against any property of a Charter Tribe or any Member of the Corporation.

## **ARTICLE 10. Bylaws.**

**Section 10.1.** The Bylaws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with applicable Federal law or with this Charter. The initial Bylaws of the Corporation shall be adopted by its first Board of Directors. The power to alter, amend or repeal Bylaws or to adopt new Bylaws shall be vested in the Board of Directors.

## **ARTICLE 11. Membership and Membership Meetings.**

**Section 11.1. Eligibility.** Only the following entities shall be eligible to become Members of the Corporation:

**11.1.1** Federally-recognized Indian Tribes, as defined by the Native American Housing Assistance and Self-Determination Act, 25 U.S.C. § 4103(12)(B), including but not limited to the Charter Tribes.

**11.1.2** Political subdivisions and governmental instrumentalities of a Federally-recognized Indian Tribe that is eligible for membership under Section 11.1.1.

**11.1.3** Tribally Designated Housing Entities, as defined by the Native American Housing Assistance and Self-Determination Act, 25 U.S.C. § 4103(21).

**Section 11.2. Contributions.** Each Member shall contribute capital to the Corporation in an amount determined by the Board of Directors.

**Section 11.3. Voting Rights.** Each Member shall have the right to vote as provided in this Charter and in the Bylaws of the Corporation. Each Member shall designate a full time employee, officer or member of its governing body as the Member's Designated Representative for the purpose of casting the Member's vote.

**Section 11.4. Meetings.** Actions to be taken by the Members under this Charter shall be taken only at a meeting duly called as provided in this Charter, or without a meeting as may be provided in the Bylaws.

**11.4.1 Annual Meeting.** An annual meeting of the Members shall be held in each calendar year on the date and at the location fixed by the Board of Directors as provided in the Bylaws, for the purpose of electing directors and the transaction of any business that may come before said meeting.

**11.4.2 Regular and Special Meetings.** Regular and special meetings of the Members may be held on such dates and at such locations as may be fixed by the Board of Directors as provided in the Bylaws.

**11.4.3 Notice.** Written notice stating the place, day and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered to each Member not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by the Secretary of the Corporation. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at



its address as it appears on the records of the Corporation, with postage thereon prepaid.

**11.4.4 Quorum.** Fifty-one percent (51%) of the Members, represented in the person of their Designated Representative or by written proxy or as may otherwise be provided in the Bylaws, shall constitute a quorum at any meeting of the Members. A quorum once attained at a meeting shall be deemed to continue until adjournment notwithstanding the voluntary withdrawal of enough Members to leave less than a quorum. Once a quorum is established, the affirmative vote of the majority of the Members voting shall be the act of the Members, unless the vote of a super-majority is required by this Charter or a Bylaw of the Corporation.

**11.4.5 Voting.** At any meeting of the Members, a Member may cast its vote in person by its Designated Representative or by written proxy designating the person who is thereby authorized to cast the Member's vote at the meeting. A proxy may grant general authority to vote for the Member on any matter properly coming before the meeting, or it may be limited to specific matters and positions stated therein. Any proxy granted shall expire upon adjournment of the meeting for which it was given.

**Section 11.5. Amerind Regions.** For purposes of the election of Directors and such other matters as may be specified in the Bylaws, the Corporation's Members shall be divided into nine geographical regions to be defined by the Bylaws of the Corporation.

**Section 11.6. Affiliates.** Only the following persons or entities shall be eligible to become non-Member Affiliates of the Corporation:

**11.6.1** individual Native Americans and Alaskan Natives,

**11.6.2** business enterprises owned by Native Americans and Alaskan Natives,

**11.6.3** business enterprises owned by a Federally-recognized Indian Tribe that is eligible for membership under Section 11.1.1,

**11.6.4** state-recognized tribes, as defined by the Native American Housing Assistance and Self-Determination Act, 25 U.S.C. § 4103(12)(C), and Native Hawaiians,

**11.6.5** entities eligible for Membership in the Corporation under Section 11.1.

**ARTICLE 12. Board of Directors.**

**Section 12.1. Authority.** The business affairs of the Corporation shall be managed exclusively by or under the direction of its Board of Directors, and all powers of the Corporation shall be exercised by or under the authority of the Board of Directors.

**Section 12.2. Number and Tenure of Directors.** The number of Directors shall be ten (10), of whom nine (9) shall be elected by the Members in accordance with section 12.5, and one shall serve as Chair and shall be elected by the Members at the Annual Meeting in accordance with section 12.5. A Director's term shall be three years, except as specified in section 12.3 and this section. A Director shall hold office until the Annual Meeting of the Corporation in the year of expiration of his or her term, and further until his or her successor is elected or appointed and qualified (if otherwise eligible to continuing to serve in the position), or until his or her earlier resignation, removal from office or death. For purposes of this section 12.2, a Director shall be deemed to have resigned immediately upon the termination of his employment as an official, officer, director, or employee of a Member.

**Section 12.3. Initial Board of Directors.** The Initial Board of Directors of the Corporation shall consist of the following persons, who shall serve for the terms stated, subject to Section 12.2:

Position	Name	Term Expires
Chair	Robert Gauthier Salish-Kootenai Housing Authority P.O. Box 38 Pablo, MT 89855	January 2005
Region 1	Joel M. Frank, Sr. Seminole Tribe of Florida 6300 Stirling Road Hollywood, FL 33024	January 2006
Region 2	Cheryl Parrish Executive Director Bay Mills Housing Authority 3095 S. Towering Pines Brimley, MI 49715	October 2004

Region 3	Wayne Ducheneaux Cheyenne River Housing Authority P.O. Box 480 Eagle Butte, SD 57625	January 2006
Region 4	Wayne Scribner The Chickasaw Nation Division of Housing PO Box 788 Ada, OK 74821-0788	July 2005
Region 5	Jack Sawyer Projects Coordinator Utah Paiute Housing Authority 665 North 100 East Cedar City, UT 84720	January 2006
Region 6	John Petrich Swinomish Housing Authority P.O. Box 677 LaConner, WA 98257	September 2005
Region 7	Ralph Rogers Yerington Paiute Housing Authority 31 W. Loop Rd Yerington, NV 89447	February 2007
Region 8	Joyce Eddie Gila River Indian Housing Authority PO Box 528 Sacaton, AZ 85247	July 2005
Region 9	Olen Harris North Pacific Rim Regional Housing Authority 8300 King Street Anchorage, AK 99518	December 2006

**Section 12.4. Successor Boards.**

**12.4.1** At each annual meeting of the Members of the Corporation following issuance and ratification of this Charter, Directors shall be elected to succeed the Directors whose terms are scheduled to expire at that annual

the Chair) shall expire each year and, upon completion of the initial term so fixed, each Director shall serve for a term of three years, subject to Section 12.2.

**12.4.2** Each Director, except the Chair, will be elected by majority vote of the Members located in the Region which that Director represents. The Bylaws of the Corporation shall provide for voting in person, by proxy, by mail or by other procedures deemed proper by the Board. Unless otherwise provided in the Bylaws, an election for Director shall be valid only if at least fifty-one percent (51%) of the eligible Members in the Region cast ballots for the position.

**12.4.3** The Members from each Region may also select an Alternate Director in the same manner as they elect a Director. Such Alternate Directors may attend meetings of the Board and participate in its deliberations in the absence of the Director from such Region, provided however, that such Alternate Director shall be entitled to vote only when he or she holds the written proxy from the Director from his or her Region as provided in section 12.5.3.1.

**12.4.4** The Chair of the Board of Directors will be elected by the Members at the Annual Meeting of the Members, and may serve for no more than two consecutive terms of three years per term, commencing from the date of the first annual meeting of Members following issuance and ratification of this Charter. In the event of resignation, removal, or death of the Chair, the Vice Chair shall fill the office of Chair until the next Annual Meeting, at which time the Members will elect a Chair for a three-year term.

#### **Section 15.5. Election Procedures.**

**12.5.1** The Board is authorized to adopt Bylaws establishing rules for the conduct of elections which are not inconsistent with this Charter.

**12.5.2** The Board shall, before each Annual Meeting, assign the responsibility of the election of the Chair to one of the Directors who is not a candidate for election.

**12.5.3** In the election for the Chair at the Annual Meeting:

**12.5.3.1** Each Member may vote for one candidate. A proxy which directs the holder to vote for a particular candidate may be filed with the Secretary of the Corporation or the Regional Secretary, as the case may be, who will cast the vote as directed in the proxy. After the votes have been cast the total number of votes will be ascertained. The votes for the candidates will then be tallied and the results announced as provided in this section.

**12.5.3.2** If one candidate has received a majority of votes, he or

she will be declared elected.

**12.5.3.3** If no candidate has received a majority of the votes, then the candidate with the least number of votes shall be dropped and voting will continue among the remaining candidates according to the provisions of this subparagraph. If there is a tie for the bottom place, the candidate to be dropped will be determined by lot, unless those tied decide to withdraw.

**12.5.3.4** If any controversy should arise during the balloting which is not subject to resolution as provided in this section, the presiding officer shall rule as to the procedures taken. Such ruling shall be subject to appeal in accordance with Robert's Rules of Order, but no more than two Members may speak in support of or in opposition to any appeal.

**Section 12.6. Qualifications.**

**12.6.1** Each of the nine Regional Directors and the nine Alternate Directors selected from the nine AMERIND regions shall be an official, officer, director or employee of a Member from the Region electing him or her at the time of election and shall so remain under standards determined by the Bylaws.

**12.6.2** The Chair shall be an official, officer, director or employee of a Member, and shall be an enrolled member of a federally recognized Indian Tribe.

**12.6.3** A Director may be engaged by the Corporation in any other capacity and shall not become disqualified as a Director by reason of serving the Corporation in such other capacity.

**12.6.4** To be a candidate for Chair, a candidate must file his or her intent to be a candidate with the Secretary of the Corporation not less than 120 days before the date the election is to be held.

**Section 12.7. Duties of Directors.** The Board of Directors shall manage the general affairs and business of the Corporation. A Director shall perform his duties as 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 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:

**12.7.1** one or more officers or employees of the Corporation whom the

Director reasonably believes to be reliable and competent in the matters presented;

**12.7.2** 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

**12.7.3** 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.

**Section 12.8. Directors' Meetings.** The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members. Special meetings of the Board of Directors may be called by the Chair or by a majority of Directors, as specified in the Bylaws. Meetings of the Board of Directors and any committee of the Board may be held at any place designated in accordance with the Bylaws.

**Section 12.9. Notice of Meetings.** Written notice stating the place, day and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered to each Director and Alternate Director not less than five nor more than thirty days before the date of the meeting, either personally, by fax, by email or overnight mail or regular mail, by the Secretary of the Corporation at the direction of the Chair or Directors calling the meeting. The notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at the address appearing on the records of the Corporation, with postage thereon prepaid, or otherwise transmitted to the fax number or email address as it appears on the records of the Corporation. No business other than that specified in such notice shall be transacted at any special meeting. 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.

**Section 12.10. Waiver of Notice.** A Director may waive any notice required to be given either before or after the meeting. The attendance of a Director at a meeting shall constitute waiver of notice of such meeting, except where the Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any

regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

**Section 12.11. Quorum.** A majority of Directors then holding office, shall constitute a quorum at a meeting of the Board. A quorum, once attained at a meeting, shall be deemed to continue until adjournment notwithstanding the voluntary withdrawal of enough Directors to leave less than a quorum.

**Section 12.12. Voting.** At a meeting of the Board of Directors, each Director has one vote. Once a quorum is established, the affirmative vote of a majority of the Directors voting on a matter shall be the act of the Board, unless the vote of a super-majority is required by this Charter or by a Bylaw.

**Section 12.13. Board Action.** Except as otherwise provided in this section, the Board shall act only by vote of the Board at a duly convened meeting, and individual Directors shall have no power to act for or on behalf of the Corporation without a meeting of the Board or of a duly established committee of the Board. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting by written consent setting forth the action taken, signed by all the Directors and such written consent shall have the same effect as a unanimous vote taken at a duly called meeting. The Board 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 federal law.

**Section 12.14. Meeting Options.** Except as otherwise restricted by the Bylaws of the Corporation, members of the Board of Directors or any committee designated by the Board 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 the meeting.

**Section 12.15. Committees.**

**12.15.1** An Executive Committee of the Corporation, which shall be a standing committee comprised of three Directors and the Chair, shall be elected by the Board each year. The purpose of this Committee is to conduct essential business (not in conflict with policies of the Board) of the Corporation between regularly scheduled Board Meetings. The Executive Committee shall be empowered to conduct all of the business of the Corporation, except that it is

empowered to conduct all of the business of the Corporation, except that it is prohibited from amending the Bylaws or the Charter, from petitioning Congress to surrender or revoke the Charter, or from removing any Directors.

**12.15.2** The Corporation shall have such other standing and special committees as may be established by the Bylaws or action of the Board of Directors.

**12.15.3** Each additional committee, if formed, shall have such purposes and authority as the Bylaws or Board of Directors may provide, except that these committees shall not have authority to: (a) remove any Directors from office; (b) distribute or otherwise dispose of any property of the Corporation; (c) create any debt of the Corporation or grant any security interest or collateral therefore; (d) alter, amend, or repeal any Bylaw or any resolution of the Board; or (e) petition Congress to approve the surrender or revocation of the Charter. All committees will be chaired by a Director and will include at least two additional Directors among its membership.

**Section 12.16. Removal of Directors.** A Director or Alternate Director may be removed as provided in the Bylaws

**Section 12.17. 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 as provided in the Bylaws. The person so chosen shall hold office until the next annual meeting.

**Section 12.18. 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.

**Section 12.19. 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

**12.19.1** the Director has breached or failed to perform the duties of the director's office as provided in section 12.7 of this Charter, and



**12.19.2** the breach or failure to perform constitutes willful misconduct or recklessness.

**Section 12.20. Compensation.** Each Director shall be paid a reasonable fee for attending meetings of the Board of Directors or a committee of the Board, in and amount to be set by resolution of the Board of Directors, plus reimbursement for actual travel and lodging expenses necessitated by attendance at the meeting.

### **ARTICLE 13. Officers of the Corporation.**

**Section 13.1. Number and Positions.** The officers of the Corporation shall be the Chair of the Board, one or more Vice Chairs of the Board as may be set forth in the Bylaws, the President, one or more vice presidents as may be set forth in the Bylaws, the Secretary, and the Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

**Section 13.2. Election.** All officers of the Corporation except the Chair shall be elected by the Board of Directors at its annual meeting, and shall hold office for the term of one year or until their successors are duly elected. The Chair shall be elected by the Members as provided in this Charter and the Bylaws.

**Section 13.3. Initial Officers.** The initial officers of the Corporation shall be appointed by the Initial Board of Directors and shall serve until the first annual meeting of the Board following the issuance and ratification of this Charter, or until their successors are elected and shall qualify.

**Section 13.4. Duties of Officers.** The duties and powers of the officers of the Corporation shall be as provided in the Bylaws of the Corporation.

**Section 13.5. Compensation.** The officers shall receive such expense reimbursement, salary and/or compensation as may be determined by the Board of Directors.

**Section 13.6. Resignation and Removal of Officers.** Any officer may resign at any time by giving written notice to the Chair of the Board of Directors, and such resignation shall be effective on the date specified in the notice. Any officer or agent of the Corporation, except for the Chair, may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract

rights, if any, of the person removed. Election or appointment of an officer or agent shall not itself create contract rights. The Chair may be removed by the Board only for cause by a vote of two-thirds of the remaining Directors in office or by the Members, as provided in the Bylaws.

**Section 13.7. Vacancies.** All vacancies in any office, except for the Chair, shall be filled by the Board of Directors without undue delay, at its regular meeting or at a meeting specially called for that purpose for the unexpired portion of the term.

#### **ARTICLE 14. Indemnification.**

**Section 14.1.** The Corporation may, in the discretion of the Board of Directors, 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:

**14.1.1** That such person acted in good faith; and

**14.1.2** That the person reasonably believed:

**14.1.2.1.** in the case of conduct in the person's official capacity with the Corporation, that the person's conduct was in the Corporation's best interest; and

**14.1.2.2.** in all other cases, that the person's conduct was at least not opposed to the Corporation's best interests; and

**14.1.3** in the case of any criminal proceeding, the person had no reasonable cause to believe the person's conduct was unlawful; and

**14.1.4** That any legal fees paid or any settlements made are reasonable; and

**14.1.5** That the person seeking indemnification did not act beyond the scope of his or her employment or office; and

**14.1.6** That it is in the best interests of the Corporation that indemnification be made.

**Section 14.2.** 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 Members.

#### **ARTICLE 15. Books and Records; Reports**

**Section 15.1.** The Corporation shall maintain its financial records in conformity with generally accepted accounting principles.

**Section 15.2.** The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Members and Board of Directors. All books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 15.3.** The financial and operating records of the Corporation shall at all reasonable times be open to inspection by the authorized representatives of each Member of the Corporation and by those agents of each Charter Tribe as may be designated by resolution of the governing body of that Tribe.

**Section 15.4.** The Corporation shall, within 120 days following the close of the Corporation's fiscal year, submit to the governing body of each Charter Tribe and to each Member of the Corporation an annual report including an audited financial statement.

#### **ARTICLE 16. Claims against the Corporation.**

**Section 16.1.** The Corporation is an instrumentality of the Charter Tribes and is entitled to all of the privileges and immunities of the Charter Tribes, individually and jointly, except as provided in this Article 16.

**Section 16.2.** The Corporation is hereby authorized to waive, as provided in this Article 16, any defense of sovereign immunity from suit 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, and to consent to alternative dispute resolution mechanisms such as arbitration or mediation or to suit in tribal, state and/or federal court.

**Section 16.3.** The Corporation is hereby authorized to waive, as provided in this Article 16, 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.

**Section 16.4.** Any waiver by the Corporation authorized by section 16.2 or section 16.3 shall be in the form of a resolution duly adopted by the Board of Directors, which resolution shall not require the approval of the Charter Tribes 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 effect the property and income of the Corporation.

**Section 16.5.** 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 any of the Charter Tribes or any other instrumentality of any of the Charter Tribes, and no such waiver by the Corporation shall create any liability on the part of any of the Charter Tribes or any other instrumentality of any of the Charter Tribes for the debts and obligations of the Corporation, or shall be construed as a consent to the encumbrance or attachment of any property of any of the Charter Tribes or any other instrumentality of any of the Charter Tribes based on any action, adjudication or other determination of liability of any nature incurred by the Corporation.

**Section 16.6.** Nothing in this Charter, and no action taken by the Corporation pursuant to this Charter, shall be construed as permitting, recognizing, or granting any state any regulatory jurisdiction or taxing jurisdiction over the property or activities of the Corporation or its employees located within the boundaries of the Indian Country of any Charter Tribe or any Member Tribe.

**ARTICLE 17. Seal.**

The seal of the Corporation shall be as follows:

AMERIND RISK MANAGEMENT CORPORATION  
United States of America

**ARTICLE 18. Merger.**

**Section 18.1.** This Corporation is authorized to merge with Amerind Risk Management Corporation, a non-profit corporation incorporated under the laws of the Red Lake Band of Chippewa Indians, and with Amerind Financial Services, Inc., a for-profit corporation incorporated under the laws of the Confederated Tribes of the Salish and Kootenai Reservation, on the terms provided in this Article. The other corporation shall comply with all applicable provisions of its Articles of Incorporation and any other requirements of the tribe under whose laws the other corporation was created. This Corporation shall follow the procedures established by this Article or as may otherwise be established by federal law. A merger conducted in conformity with this Article shall not require the approval of the Secretary of the Interior.

**Section 18.2.** The Board of Directors of this Corporation shall by resolution approve a plan of merger setting forth the details of the proposed merger. The plan of merger shall provide that this Corporation is to be the surviving corporation following the proposed merger, and shall not include or be deemed to require any amendment of this Charter.

**Section 18.3.** Upon approval of the plan of merger by the Board of Directors of this Corporation as provided in this Article and by the other corporation as provided by tribal laws governing that corporation, articles of merger shall be executed by each corporation by its chairman of the board, president or vice-president and by its secretary. The executed articles of merger shall be filed with the Secretary of the Interior and as required by the tribal laws governing that corporation. The merger shall become effective as to this Corporation upon delivery of the articles of merger to the Secretary of the Interior and shall be effective as to the other corporation as provided by the tribal laws governing that corporation. The Board of Directors of this Corporation shall provide the Secretary of the Interior written certification by the Red Lake Band of Chippewa Indians or by the Confederated Tribes of the Salish and Kootenai Reservation, as applicable, that the merger of the other corporation has become effective under the laws of that tribe.

**Section 18.4.** When the merger has become effective as to both corporations, this Corporation and the other corporation shall become a single corporation, which shall be this Corporation and which shall be governed by this Charter.

**Section 18.5.** The surviving corporation shall have all the rights, privileges, immunities and powers of a corporation organized under 25 U.S.C: § 477 as specified in this Charter. This Corporation shall acquire all the rights and

**Section 19.1.** After issuance of this Charter by the Secretary of the Interior and ratification by the governing body of each Charter Tribe, the Corporation may be dissolved only as provided in this Article.

**Section 19.2.** The Corporation may be dissolved by the act of the Corporation as follows:

**19.2.1** The Board of Directors shall adopt a resolution recommending that the Corporation be dissolved and directing that the question of dissolution be submitted to a vote of the Members, which may be either an annual or special meeting.

**19.2.2** Written notice shall be given to the Members in the manner provided in this Charter for giving notice of Membership meetings, and shall state that the purpose, or one of the purposes, of the meeting is to consider the advisability of dissolving the Corporation.

**19.2.3** At the Membership meeting, a vote shall be taken on a resolution to dissolve the Corporation.

**19.2.4** A copy of any resolution stating the Members' intent to dissolve, verified by one of the officers of the Corporation, shall be delivered to the governing body of each Charter Tribe. The governing body of each Charter Tribe shall by duly enacted and verified resolution inform the Secretary of the Interior whether that Charter Tribe consents to dissolution of the Corporation.

**19.2.5** If one or more of the Charter Tribes does not consent to dissolution of the Corporation, the Corporation shall continue to carry on its business pursuant to the Charter issued to the Charter Tribe(s) not consenting to dissolution. The Charter issued to a Charter Tribe consenting to dissolution shall continue in effect until revoked by Congress.

**19.2.6** If all of the Charter Tribes consent to dissolution of the Corporation, 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. The Corporation shall cause notice of dissolution to be mailed to each known creditor of the Corporation; shall proceed to collect its assets, pay, satisfy and discharge its liabilities and obligations and do all other acts required to liquidate its business and affairs.

**19.2.7** After paying or adequately providing for the payment of all its obligations, the Corporation shall distribute the remainder of its assets, either in cash or in kind, to entities organized and operated exclusively for tribal

governmental, charitable or educational purposes that shall at the time qualify as entities not subject to the federal income tax because of their status as Indian tribal governments or political subdivisions of Indian tribal governments or that qualify as tax exempt organizations under Section 501(c) of the Internal Revenue Code.

**19.2.8** By resolution of the Board of Directors or by resolution adopted by the governing body of all the Charter Tribes that had previously consented to dissolution of the Corporation 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.

**19.2.9** 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 therefore, and all of the remaining property and assets of the Corporation have been distributed as provided in this Charter, the Charter Tribes 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 20. Amendments.**


**Section 20.1.** The authority to petition for amendments to this Charter is vested in the governing bodies of the Charter Tribes, but such amendments shall have no legal effect until approved by the Secretary of the Interior and ratified by the governing body of each Charter Tribe in accordance with 25 U.S.C. § 477, as amended, and in accordance with applicable tribal law.

**Section 20.2.** The Board of Directors may request the governing bodies of the Charter Tribes 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 governing bodies of the Charter Tribes.

CERTIFICATE OF APPROVAL

I, DAVID W. ANDERSON, Assistant Secretary – 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. § 466), as amended, and delegated to me by 209 D.M. 8.1, do hereby approve this Federal Charter of Incorporation for use by the Red Lake Band of Chippewa Indians, the Confederated Salish and Kootenai Tribes of the Flathead Reservation, and the Pueblo of Santa Ana and the enterprise Amerind Risk Management Corporation. It shall become effective upon ratification by the Red Lake Band of Chippewa Indians, the Confederated Salish and Kootenai Tribes of the Flathead Reservation, and the Pueblo of Santa Ana, PROVIDED, that nothing in this approval shall be construed as authorizing any action under this document that would be contrary to federal law.

  
Assistant Secretary – Indian Affairs

Washington D.C.

Date: