NOOKSACK TRIBAL COUNCIL
4979 Mt. Baker Hwy, Suite G.
PO Box 157
Deming, WA 98244

RESOLUTION #19-31
March 20, 2019

TITLE: AMENDMENT TO THE CHARTER OF INCORPORATION FOR MARKET CENTER, INC. (BOARD OF DIRECTORS)

WHEREAS, the Nooksack Indian Tribe is a party to the Treaty of Point Elliot dated January 22, 1855, 12 Stat. 927, and is a sovereign, federally-recognized Indian Tribe; and

WHEREAS, the Nooksack Tribal Council is the governing body of the Nooksack Indian Tribe in accordance with Article III, Section 1 of its Constitution and Bylaws approved by the Deputy Assistant Secretary of Indian Affairs on September 24, 1973, as amended; and

WHEREAS, the health, safety, welfare, education, economic security, employment and preservation of cultural and natural resources are primary goals and objectives of the Nooksack Indian Tribe; and

WHEREAS, pursuant to Article VI, Section 1(F) of the Constitution and By-Laws the Tribal Council is vested with the authority to authorize and establish any association or organization having for its purpose and sole objective the benefit of the members of the Nooksack Indian Tribe; and

WHEREAS, pursuant to Article VI, Section 1(I), of the Constitution and By-Laws the Tribal Council is vested with the authority to protect the public health and morals and to promote the public welfare by regulating the use and disposition of tribal property; and

WHEREAS, pursuant to Title 57, the Tribal Entities Code, the Nooksack Tribal Council chartered the Market Center, Inc. ("MCI") on March 31, 2015; and

WHEREAS, MCI is wholly owned by the Nooksack Indian Tribe; and

WHEREAS, pursuant to Title 57, Section 57.07 (d) and Article XVII the Nooksack Tribal Council has the authority to amend the MCI Charter of Incorporation; and

WHEREAS, The Tribal Council has determined that an amendment to the provisions of the MCI Charter of Incorporation is necessary to protect and preserve the political integrity, economic security and health and welfare of the Tribe by separating the governance of the Nooksack Indian Tribe from the governing structure of MCI; and

NOW THEREFORE BE IT RESOLVED, that the Tribal Council adopts the attached Charter of
Incorporation for MCI, reflective of the change of composition to the Board of Directors and such other relevant and necessary changes associated with the changed composition; and

BE IT FURTHER RESOLVED, that the Chairman (or other councilperson in his/her absence) is hereby authorized and directed to execute this resolution and any documents connected here within, and the Secretary (or other councilperson in his/her absence) are authorized and directed to execute the following certification.

CERTIFICATION

I, the undersigned do hereby certify that the Nooksack Tribal Council is composed of eight (8) members, of which __ ___ were present, constituting a quorum of a duly called meeting thereof held on this __ day of ______ March 2019 and that the above Resolution #119-__ approving the AMENDMENT TO THE CHARTER OF INCORPORATION FOR MARKET CENTER, INC. (BOARD OF DIRECTORS), was duly enacted by the Council Members vote of: _ _ FOR, _ _ OPPOSED, and _ _ ABSTENTIONS, and since its approval this resolution has not been altered, rescinded, or amended in any way.

Dated this 20th day of March 2019.

[Signature]
Ross Cline, Sr., Chairman
Nooksack Tribal Council

ATTEST:

[Signature]
Frank Leyva, Secretary
Nooksack Tribal Council
CHARTER OF INCORPORATION

Issued by the

NOOKSACK INDIAN TRIBE

to the

MARKET CENTER, INC.

A TRIBALLY CHARTERED CORPORATION

***********************

REQUITALS

WHEREAS, the Nooksack Indian Tribe (the "Tribe") is a federally recognized Indian Tribe, organized under the Indian Reorganization Act of June 18, 1934 and the Constitution and Bylaws of the Nooksack Indian Tribe of Washington (the "Constitution") was duly adopted pursuant to a federally-supervised constitutional ballot; and

WHEREAS, pursuant to Art. III, §1 of the Constitution, the Nooksack Indian Tribal Council (the "Tribal Council") is the governing body of the Tribe; and

WHEREAS, pursuant to Art. VI, §1(F) of the Constitution, the Tribal Council is vested with the authority to authorize and establish any association or organization having for its purpose and sole objective the benefit of the members of the Tribe; and

WHEREAS, the Tribal Council has found that the formation of the Market Center, Inc. (the "Corporation") pursuant to this charter of incorporation will serve the best interests of the Tribe and its members and will protect the political integrity, economic security and health and welfare of the Tribe by, among other things, providing a mechanism for the legal segregation of 1) tribal governmental assets and liabilities from tribal business assets and liabilities, and 2) discrete tribal business assets and liabilities from each other, regardless of common directorship, without divesting either the Corporation or the Tribe of the privileges and immunities arising pursuant to their legal status under federal and Tribal law; and

WHEREAS, the terms and provisions of this Charter and the Corporate Bylaws providing for the internal regulation and management of the affairs of this corporation, were approved pursuant to Nooksack Tribal Council Resolution No. 15-29; and

WHEREAS, all of the legal prerequisites to the issuance of this charter have been
NOW, THEREFORE BE IT RESOLVED, that this Charter of Incorporation of the Market Center, Inc. is hereby approved and issued pursuant to Nooksack Tribal Council effective this date, March 31, 2015.

ARTICLE I - NAME OF CORPORATION

The name of the Corporation is "Market Center, Inc."

ARTICLE II - PRINCIPAL OFFICE AND REGISTERED OFFICE

A. Principal Office. The principal office of the Corporation shall be located within Nooksack tribal trust land in Whatcom County, Washington. The Corporation may have such other offices, either within or outside Nooksack tribal trust lands, as the Board of Directors of the Corporation (the "Corporate Board") may designate or as the business of the Corporation may require from time to time.

B. Registered Office. The registered office of the Corporation may be, but need not be, identical with the principal place of business of the Corporation. The registered office may be changed from time to time by the Corporate Board.

C. Situs of Transactions. Any business transaction executed by the Corporation shall be deemed to occur on Nooksack tribal trust land unless no incident of such transaction occurs on Nooksack tribal trust land.

ARTICLE III - AUTHORITY FOR CHARTER

The Corporation is organized, incorporated and chartered under the laws of the Tribe pursuant to Title 57 of the Nooksack Tribal Code, 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 Tribe, but distinct and separate from the Tribe. The activities, transactions, obligations, liabilities and property of the Corporation are not those of the Tribe; provided that the Corporation may act on behalf of the Tribe in the circumstances and to the extent specified in Article VIII(F).

B. Nothing in this Charter of Incorporation shall be deemed to waive, specifically or implicitly, or to permit the Corporation to waive, specifically or implicitly, the sovereign immunity of the Tribe.

C. The Corporation shall have all the same rights, privileges and immunities with respect to federal, state, and local law as the Nooksack Indian Tribe but shall be subject to Tribal law; provided, however, that no valid legal contract between the Corporation and any non-Tribal person or entity, and no non-Tribal person or entity which enters into any such contract with the Corporation, shall be subject to any Tribal law enacted subsequent to the execution of such contract, except where such subsequently-enacted Tribal law is enacted for the primary purpose of (1) protecting and preserving the political integrity, economic security and health and welfare of the Tribe; (2) providing direct and indirect civic and economic benefits to members of the Tribe; and/or (3) promoting economic development on the Reservation or other tribal lands.

ARTICLE V - OWNERSHIP OF THE CORPORATION

A. The Corporation shall be wholly owned and exclusively controlled by the Tribe for the benefit of the Tribe and its members.

B. The Tribe shall be the sole owner of the Corporation. No individual or legal entity other than the Tribe shall acquire any shares in the Corporation and no interest in the Corporation may be voluntarily or involuntarily sold, transferred, or pledged.

C. All rights of the Tribe as owner of the Corporation shall be exercised by the Tribal Council in accordance with this Charter and applicable Tribal law. No individual member of the Tribal Council or individual member of the Tribe or any other person whomsoever shall be recognized as acting as or on behalf of the Tribe as owner.

D. All rights of the Tribe as owner of the Corporation shall be exercised by the Nooksack Tribal Council in accordance with this Charter and applicable Tribal law. No individual member of the Tribal Council or individual member of the Tribe or any other person whomsoever shall be recognized as acting as or on behalf of the Nooksack Tribe as owner.

Market Center, Inc. Charter of Incorporation
Revised March 20, 2019
Resolution No. 19-31
Page 3 of 15
E. The sole right and authority to represent the Tribe as owner of the Corporation shall be vested in the Tribal Council. Matters within the scope and legal authority of the Tribe as owner of the Corporation shall be decided by the Tribal Council.

ARTICLE VI - PERIOD OF DURATION

The period of the Corporation’s duration is perpetual or until this Charter is revoked or surrendered by an action of the Tribal Council.

ARTICLE VII - CORPORATE PURPOSES

The purposes for which the Corporation is organized are:

A. To engage in any type of lawful business, enterprise or venture;

B. To provide for the efficient and effective utilization of the resources of the Tribe in a manner which protects the long-term interests of the Tribe;

C. To promote the economic development of the Tribe;

D. To accomplish the segregation of tribal business interests, assets and liabilities; and

E. To provide a vehicle for the Tribe to accomplish the financing of projects used by the Tribe for any lawful purpose.

ARTICLE VIII - CORPORATE POWERS

Subject to applicable federal and Tribal law, the Corporation is authorized and empowered to engage in, carry on and conduct any lawful activity or business in which lawfully chartered tribal entities may engage pursuant to Title 57 of the Nooksack Tribal Code, including but without limiting the broad authorization of the foregoing, the following:

A. To sue in its corporate name and to permit suit against itself in its corporate name, notwithstanding the privileges and immunities the Corporation otherwise enjoys by virtue of its status; provided, that the Corporation may only waive the defense of sovereign immunity from suit in accordance with the applicable procedures and restrictions of Tribal law and provided further, that no judgment, lien, garnishment or attachment may be made upon any property or income of the Corporation other than that property or income specifically mortgaged, pledged or assigned as collateral for its corporate debts or liabilities in a writing approved by
the Corporate Board.

B. To purchase, take by gift, bequest, lease or otherwise and to own, hold manage, operate, use and otherwise deal in and with real or personal property of every description or any interest therein, wherever situated, including the power to purchase land and issue in exchange therefore interests in corporate property; provided, that the title to any real property acquired by the Corporation shall be put into federal trust status for the Tribe whenever possible under federal law.

C. To sell, convey, mortgage, pledge, lease as lessee, exchange, transfer or otherwise dispose of all or any part of its corporate property or assets in accordance with Tribal law and this Charter; provided, that the Corporation has no authority to sell, mortgage or lease as lessor any property of the Tribe without the express consent of the Tribal Council given in the specific instance; provided further, that the previous exception shall not prevent the Corporation from mortgaging or subleasing any leasehold interest that the Corporation may have as lessee of any property of the Tribe except as limited by Article IX.

D. To charter subsidiaries or create divisions of the Corporation, each having the rights granted by and subject to the limitations of the Charter, to carry on its business either within or without the lands of the Tribe and in whatever form it deems appropriate for the purpose of segregating the assets and liabilities of discrete business enterprises regardless of common directorship; provided, that no form of business organization may be used which does not preserve and protect the immunities and assets of the Corporation.

E. 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 Tribe or the Secretary of the Interior, except when Tribal law or the use of trust or federally-restricted Indian property requires such approval.

F. Subject to the limitations imposed by section (A) of this Article, 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 transferable instruments and evidence of indebtedness of all kinds, whether secured by mortgage, pledge, deed of trust or otherwise, either on its own behalf or on behalf of the Tribe, without the approval of the Tribe or the Secretary of the Interior, except when Tribal law or the use of trust or federally-restricted Indian property requires such approval. The Corporation’s ability to exercise the foregoing powers on behalf of the Tribe are explicitly subject to the following restrictions:

1. Any such borrowing shall be for any lawful purpose;
2. Each such borrowing shall be approved by the Tribal Council prior to its incurrence;

3. Each such borrowing shall be payable solely from (a) that property and income identified and pledged thereto by the Corporate Board pursuant to section (A) of this Article, whether or not such property or income is derived from property financed in whole or in part with the proceeds of such borrowing, or (b) all or any part of the revenues of the Tribe specifically allocated to the Corporation by the Tribal Council for the purpose of paying or securing such borrowing; and

4. No such borrowing shall create an obligation of the Tribe or constitute a waiver of the sovereign immunity of the Tribe, nor shall the Tribe be liable thereon other than to the extent specifically provided in accordance with this section (F), and such limitation shall be expressly stated in each such borrowing.

G. 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.

H. 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 section (A) of this Article, to pay for and to appropriate any of the Corporation's assets to defray the necessary costs, charges and expenses thereof.

I. To distribute all revenues of the Corporation to: (i) defray corporate obligations, including tribal taxes; (ii) make dividend payments to the Tribe as owner of the Corporation; and (iii) establish and invest in a suitable capital reserve fund; provided, that the Corporate Board shall endeavor at all times to manage and operate the Corporation with the objectives of minimizing expenses and maximizing benefits to the Tribe.

J. To employ or appoint employees and agents of the Corporation and define their duties and fix their compensation.

K. 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 lent and invested.
L. To adopt and amend bylaws for the regulation of the internal affairs of the Corporation ("Corporate Bylaws") consistent with this Charter subject to the approval of the Tribal Council but without the approval of the Secretary of the Interior.

M. To pay benefits and establish other incentive plans for any or all of its directors, officers and employees.

N. To obtain a certificate of authority to transact business in any jurisdiction of the United States as a foreign corporation and to comply with applicable law governing foreign corporations.

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

**ARTICLE IX - LIMITATIONS ON CORPORATE POWERS**

A. The Corporation shall have no power:

1. To enter into any agreement of any kind on behalf of the Tribe, either expressly or by implication, other than in the circumstances and to the extent specified in Article VIII;

2. To pledge the credit of the Tribe;

3. To dispose of, pledge, or otherwise encumber real or personal property of the Tribe other than the Corporation's interests therein;

4. To waive any right, privilege or immunity of, or release any obligation owed to, the Tribe;

5. To enter to any sublease or other encumbrance or instrument respecting land leased to the Corporation by the Tribe without the express written approval of the Tribal Council;

6. To enter into any contract that purports to limit the power of the Tribal Council to promulgate ordinances, resolutions, or take such other actions that the Tribal Council deems necessary to safeguard the peace and safety of members of the Nooksack Indian Tribe, protect the public health and morals, and promote the public welfare and economic development of the Tribe, expressly including but not limited to ordinances, resolutions, or actions affecting contracts to which the Corporation is a party; or,
7. To waive the sovereign immunity of the Corporation absent express resolution of the Tribal Council and only when necessary to secure a substantial advantage or benefit to the Corporation. Any such waiver granted shall not be general, but shall be specific and strictly limited as to duration, grantee, transaction, property or funds, if any, of the Corporation. Further, any such waiver granted shall not be deemed a consent to suit in respect to attachment or encumbrance of any land not specifically pledged or assigned.

B. 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 or any political subdivision thereof any regulatory jurisdiction or taxing jurisdiction over the property or activities of the Corporation or its employees located within the boundaries of the Tribe’s trust lands.

ARTICLE X - OWNER OF THE CORPORATION

A. Sole Owner; Owner Action. The sole owner of the Corporation is the Tribe; the owner shall be represented by and act through the Tribal Council pursuant to tribal law.

B. Voting. At all meetings of the owner relative to the Corporation, the members of the Tribal Council shall, where applicable, act in their capacities as the representatives of the sole owner of the Corporation and not in their capacity as members of the Corporate Board. The decision of the majority of the members of the Tribal Council, voting at a duly called and noticed meeting at which a quorum is present, shall be the decision of the Tribal Council in exercise of its authority as representative of the sole owner of the Corporation.

ARTICLE XI - BOARD OF DIRECTORS

A. Management Authority. The business affairs of the Corporation shall be managed exclusively by the Corporate Board.

B. Number. The Corporate Board of the Corporation shall consist of the following six (6) members:
   1. The General Manager of the Nooksack Indian Tribe, designated as the Chairman/CEO of the Corporation.
   2. The General Manager of the Nooksack Market Center, designated as the Secretary of the Corporation.
   3. The Chief Financial Officer of the Nooksack
Indian Tribe, designated as the Treasurer of the Corporation.

4. The General Manager of the Nooksack Northwood Crossing Casino, designated as a member.

5. Two adult Tribal Members appointed by Tribal Council, designated as members.

All members shall be voting members of the Corporate Board.

(As amended March 20, 2019, by Resolution No. 19-31)

C. Terms of Office. The terms of office for the Corporate Board members shall be coterminous with their employment by the Nooksack Indian Tribe, the Nooksack Northwood Casino, or the Nooksack Market Center as may be applicable; or, at the will of the Tribal Council for the remaining members. The seating of any successor to any of the above-described positions shall constitute the seating of such successor as a member of the Corporate Board in his or her respective capacity. In the event that any Corporate Board member’s position shall become vacant for any reason, Tribal Council shall by motion or otherwise appoint any Tribal Member to fill such position until a permanent successor is seated.

(As amended March 20, 2019, by Resolution No. 19-31)

D. Duties of Corporate Directors. The Board shall manage the general affairs and business of the Corporation. The Corporate 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 as long as such rules or meetings are not inconsistent with the Charter, the Corporate Bylaws and applicable Tribal or federal law. A Director’s duties shall be performed in good faith, in a manner the Director believes to be in or not opposed to the 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:

1. One or more officers or employees of the Corporation whom such Corporate Director reasonably believes to be reliable and competent in the matters presented;

2. Tribal or outside legal counsel, public accountants or other persons as to matters which such Corporate Director reasonably believes to be within such person’s professional or expert competence; or

3. A committee of the Board upon which such Director does not serve, duly
designated in accordance with a provision of the Corporate Bylaws, as to matters within its designated authority, which committee such Director reasonably believes to merit confidence; provided however, that a Director shall not be considered to be acting in good faith when such Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

E. **Liability of Corporate Directors.** A Director shall not be personally liable to the Corporation or to the owner of the Corporation for monetary damages for breach of fiduciary duty as a Director unless:

4. The Director has breached or failed to perform the duties of the Director’s office as provided in Article XI(F), and

5. The breach or failure to perform constitutes willful misconduct or recklessness.

F. **Board of Directors Meetings.** The regular annual meeting of the Board of Directors shall be held on a date set by the Board, but not more than one-hundred and twenty (120) days following the close of the Corporation’s fiscal year. The regular annual meeting shall be open to all members of the Tribe. Regular or special meetings of the Board may be called upon the request of the Chairperson or any two Directors.

G. **Notice of Meetings.** Notice of meetings, other than the regular annual meeting, shall be given by service upon each Director in person orally at a preceding meeting, or in person orally [or telephonically], at least twenty-four (24) hours before the date therein designated for such meeting, and the business to be brought before the meeting. No business other than that specified in such notice shall be transacted at any special meeting. At any meeting at which at least five (5) members of the Board shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

*As amended March 20, 2019, by Resolution No. 19-31*

H. **Quorum.** At a meeting of the Board, a quorum shall consist of four (4) voting Directors. The Chairperson shall count toward the establishment of a quorum. In the event of a quorum not being present, a lesser number may adjourn the meeting from time to time without further notice.

*As amended March 20, 2019, by Resolution No. 19-31*

I. **Voting.** A majority of a quorum of the Board shall carry any issue.

J. **Meeting Options.** Except as otherwise restricted by the Corporate Bylaws, members of the Board 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; participation by such means shall constitute presence in person at a meeting. Except as otherwise restricted in the Corporate Bylaws, any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if 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.

K. **Presumption of Assent.** A Director who is present at a meeting of the Corporate Board at which action on any Corporate matter is taken shall be presumed to have assented to the action taken, unless a formal dissent is entered in the minutes of the meeting within twenty-four (24) hours of the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

L. **Corporate Director Compensation.** Directors shall receive such expense reimbursement, salary, or other compensation as may be determined by the Board as provided in the Corporate Bylaws.

M. **Resignation and Removal of Corporate Directors.** The resignation, removal, retirement of any Director who is seated pursuant to section (B) of this Article from that person’s position shall constitute such person’s resignation or removal as a Director.

*(As amended March 20, 2019, by Resolution No. 19-31)*

N. **Vacancies.** Whenever any vacancy shall occur in the Board by death, resignation, removal or otherwise, the same shall, as applicable, be filled by the filling of the corresponding vacancy in the Tribal Council.

**ARTICLE XII - OFFICERS**

A. **Number and Positions.** The officers of the Board shall be the Chairperson, Vice-Chairperson, Secretary and Treasurer. The Chairperson of the Board shall serve as CEO. The Vice-Chairperson of the Board shall act in the place of the Chairperson/CEO in his absence.

B. **Election.** Except for the office of the CEO, all officers of the Corporation shall be elected annually by the Board at its annual meeting and shall hold offices for one year or until their successors are duly elected.

C. **Initial Officers.** The initial officers of the Corporation, other than the CEO, shall be selected by the Corporate Board within thirty (30) days of the appointment of the initial Corporate Board.
D. **Duties of Officers.** The duties and powers of the officers of the Corporation shall be provided by the Corporate Bylaws.

E. **Compensation.** The officers shall receive such expense reimbursement or other compensation as may be determined by the Tribal Council.  
(*As amended March 06, 2019, by Resolution No. 19-31*)

F. **Resignation and Removal of Officers.** Any officer may resign his or her position as an officer of the Corporation (without, if applicable, resigning as a Corporate Director) at any time by giving written notice to the Chairperson of the Corporate Board. Such resignation shall be effective on the date specified in the notice. Any one or more of the officers may be removed either with or without cause, at any time, by a majority vote of the Corporate Board, at any special meeting called for that purpose or at the annual meeting.

G. **Vacancies.** All vacancies in any office (except that of Corporate Director) shall be filled by the Corporate Board for the unexpired portion of the term without undue delay, at its regular meeting or at a meeting specially called for that purpose.

**ARTICLE XIII - INDEMNIFICATION**

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

A. Such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent; and

B. Any legal fees paid or any settlement made are reasonable; and

C. The person seeking indemnification did not act beyond the scope of his or her employment or office; and

D. It is in the best interests of the Corporation that indemnification be made.
ARTICLE XIV - DIVIDENDS

A. The Corporate Board may declare 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 they become due in the usual course of its business; or

2. The Corporation’s total assets would be less than the sum of its total liabilities.

B. All dividends declared by the Corporate Board shall be paid to the Tribe as the owner of the Corporation.

ARTICLE XV - REPORTS TO OWNER

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

B. No less frequently than annually, the Corporate Board shall report in writing to the Tribal Council 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 officers.

C. The Corporate Board shall prepare a business plan and submit it to the Tribal Council for review and approval not less than thirty (30) days prior to the beginning of each fiscal year.

D. The financial and operating records of the Corporation shall at all reasonable times be open to inspection by the Tribal Council and its authorized agents.

E. The Corporation shall, within one-hundred and twenty (120) days following the close of the Corporation’s fiscal year, submit to the Tribal Council an audited financial statement showing the status of the Corporation as of the last day of the Corporation’s fiscal year.

ARTICLE XVI - DISSOLUTION AND REVOCATION

A. After issuance of this Charter by the Tribal Council, the Corporation may be dissolved and this Charter revoked only as provided in this Article.
B. The Corporation may be dissolved and this Charter revoked only as follows:

1. The Corporate Board shall adopt a resolution recommending that the Corporation be dissolved and this Charter be revoked and directing that the question of dissolution be submitted to a vote at a meeting of the Tribal Council.

2. Written notice shall be given to the Tribal Council in the manner provided in applicable Tribal law for giving notice of meetings of the Tribal Council, and shall state that the purpose, or one of the purposes, of the meeting is to consider the advisability of dissolving the Corporation and revoking this Charter.

3. The Tribal Council shall schedule a meeting to consider the question of dissolving the Corporation and revoking this Charter; provided, that such meeting shall not take place sooner than sixty (60) days, but not later than one-hundred and twenty (120) days, after receiving notice from the Corporation.

4. At the Tribal Council meeting, after full discussion, a vote shall be taken on a resolution to dissolve the Corporation.

5. Upon adoption of the resolution, a statement of intent to dissolve shall be executed by the Tribal Council.

6. Upon adoption of the resolution of intent to dissolve the Corporation by the Tribal Council, the Corporation shall cease to carry on its business, except insofar as necessary for the winding up thereof.

7. After adopting the resolution of intent to dissolve by the Tribal Council, the Corporation shall immediately cause notice thereof to be mailed to each known creditor of the Corporation and shall proceed to collect its assets, convey and dispose of such of its properties as required under Tribal law, 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 the Tribe.

8. By resolution of the Board at any time prior to revocation of this Charter by the Tribal Council, the Corporation may revoke any voluntary dissolution proceedings. Written notice of the revocation of voluntary dissolution proceedings shall be filed with the Secretary of the Tribal Council and the Corporation may again carry on its business.
ARTICLE XVII - AMENDMENTS

A. The Board may request or petition the Tribal Council for amendments to this Charter.

B. The Tribal Council is vested with the authority to approve amendments to this Charter in accordance with applicable Tribal law.

AMENDMENT HISTORY

Adopted March 31, 2015 by Resolution No. 15-29
Amended March 20, 2019 by Resolution No. 19-31

CERTIFICATION

I, the undersigned, as Chairman of the Nooksack Tribal Council, do hereby certify: that the Nooksack Tribal Council is composed of eight members, of which 7 ( ) were present, constituting a quorum, at a duly called meeting thereof, duly and regularly called, noticed, convened, and held this 20th day of March 2019; that the Market Center, Inc. Charter of Incorporation was adopted by Resolution Number 19-31 at said meeting by a vote of six (6) for and zero (0) against.

Dated this 20th day of March, 2019

[Signature]
ROSWELL CLINE, SR., CHAIRMAN
NOOKSACK TRIBAL COUNCIL

ATTEST:

[Signature]
FRANK LEMVA, SECRETARY
NOOKSACK TRIBAL COUNCIL