



NOOKSACK TRIBAL COUNCIL

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

RESOLUTION #21-214 October 28, 2021

TITLE: APPROVAL OF CHARTER FOR FORMATION NOOKSACK HOUSING CORPORATION

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, in order to better facilitate transfers of limited partnership interests, and take such other actions as may be in the best interests of the Nooksack Indian Tribe in regards to housing issues, the Tribe believes chartering a new entity will serve the Tribe's best interests; and

WHEREAS, this Council feels that it is in the best interests of the Tribe for this Council to have broad discretion in appointing the directors for the Nooksack Housing Corporation.

NOW THEREFORE BE IT RESOLVED, the Council approves the attached CHARTER OF INCORPORATION (NOOKSACK HOUSING CORPORATION); 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 8 were present, constituting a quorum of a duly called meeting thereof held on this 28th day of October, 2021, and that the above Resolution #21-214 approving the CHARTER OF INCORPORATION (NOOKSACK HOUSING CORPORATION) was duly

Resolution #21-214

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enacted by the Council Members vote of: 5 FOR, 2 OPPOSED, and
0 ABSTENTIONS, and since its approval this resolution has not been altered, rescinded, or
amended in any way.

Dated this 28th day of October, 2021.



Ross Cline, Sr., Chairman
Nooksack Tribal Council

ATTEST:



Frank Leyva, Secretary
Nooksack Tribal Council

CHARTER OF INCORPORATION

Issued by the

NOOKSACK INDIAN TRIBE

to the

NOOKSACK HOUSING CORPORATION

A TRIBALLY CHARTERED ENTITY

RECITALS

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 Article III, Section 1 of the Constitution, the Nooksack Indian Tribal Council (the "Tribal Council") is the governing body of the Tribe; and

WHEREAS, pursuant to Article VI, Section 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 had found that the formation of the Nooksack Housing 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 acquisition (or re-acquisition) of partnership interests held by outside parties in the Tribe's various Limited Partnerships 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 Tribal Constitution does not include an impairment of contracts clause, the Tribe does not desire to amend the Constitution at this time, and the Tribe desires to provide legal assurances to potential business associates that the Corporation may enter into contracts without the Tribe subsequently enacting Tribal laws affecting such contracts other than as necessary for (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 the members of the Tribe; and/or (3) promoting economic development on the Tribal Lands; and

WHEREAS, the terms and provisions of this Charter and the Corporate Bylaws dated November 2, 2021, providing for the internal regulation and management of the affairs of this Corporation, were approved by the Tribal Council on November 2, 2021, pursuant to Nooksack Tribal Council Resolution No. 21-214; and

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

NOW, THEREFORE BE IT RESOLVED, that this Charter of Incorporation of the Nooksack Housing Corporation is hereby approved and issued by the Tribal Council effective this date: October 28, 2021.

ARTICLE I - NAME OF CORPORATION

The name of the Entity is *Nooksack Housing Corporation*

ARTICLE II - PRINCIPAL OFFICE AND REGISTERED OFFICE

1. 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 "Board") may designate or as the business of the Corporation may require from time to time.
2. 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 Board. In all events the registered office of the Corporation shall be located within Nooksack tribal trust land.
3. 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, formed 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

1. 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 Section VIII 6.
2. 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.
3. The Corporation shall have 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 purposes 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 the members of the Tribe; and/or (3) promoting economic development on the Reservation.

ARTICLE V - OWNERSHIP OF THE CORPORATION

1. The Corporation shall be wholly owned by the Tribe for the benefit of the Tribe and its members.
2. 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.
3. 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.
4. The sole right and Corporation to represent the Tribe as owner of the Corporation shall be vested in the Tribal Council. Matters within the scope and legal Corporation 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:

1. to engage in any type of lawful business, enterprise or venture; and
2. 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; and
3. to provide a vehicle for the Tribe to accomplish the financing of projects used by the Tribe for any purpose; and
4. to remedy unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals; and
5. to alleviate the acute shortage of decent, safe and sanitary dwellings for Tribal Members of low income; and
6. to provide employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of low-income dwellings.

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:

1. To sue in its name of the Corporation and to permit suit against itself in its 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 debts or liabilities in a writing approved by the Board of Directors.
2. 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 Corporation's 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.
3. To sell, convey, mortgage, pledge, lease as lessee, exchange, transfer or otherwise dispose of all or any part of its 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.

4. 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.
5. 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.
6. Subject to the limitations imposed by Section I 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:
 - a. any such borrowing shall be for any lawful purpose; and
 - b. each such borrowing shall be approved by the Tribal Council prior to its incurrence; and
 - c. each such borrowing shall be payable solely from (a) that property and income identified and pledged thereto by the Board of Directors pursuant to Section 3 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
 - d. 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 6, and such limitation shall be expressly stated in each such borrowing.
7. 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.
8. 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 1 of this Article, to pay for and to appropriate any of the Corporation's assets to defray the necessary costs, charges and expenses thereof.

9. 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 Board of Directors shall endeavor at all times to manage and operate the Corporation with the objectives of minimizing expenses and maximizing benefits to the Tribe.
10. To employ or appoint employees and agents of the Corporation and define their duties and fix their compensation.
11. To lend money for its Corporation 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.
12. To adopt and amend bylaws for the regulation of the internal affairs of the Corporation ("Bylaws") consistent with this Charter subject to the approval of the Tribal Council but without the approval of the Secretary of the Interior.
13. To pay benefits and establish other incentive plans for any or all of its Directors, officers and employees, not inconsistent with Tribal law.
14. To obtain a certificate of authority to transact business in any of the United States as a foreign corporation and to comply with applicable state law governing foreign corporations.
15. 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

1. The Corporation shall have no power:
 - a. to construct or operate any project for profit; or
 - b. 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 Section VIII; or
 - c. to pledge the credit of the Tribe; or
 - d. to dispose of, pledge, or otherwise encumber real or personal property of the Tribe other than the Corporation's interests therein; or
 - e. to waive any right, privilege or immunity of, or release any obligation owed to, the Tribe; or
 - f. 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; or
 - g. 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.

2. 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

1. 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.
2. 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 Board of Directors. 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

1. Management Authority. The business affairs of the Corporation shall be managed exclusively by the Board of Directors.
2. Number. The Board of Directors shall consist of five (5) members appointed by the Nooksack Tribal Council and serving at its pleasure. The Nooksack Tribal Council shall appoint a Chairperson, a Secretary, a Treasurer and two (2) additional Directors. The Board may select a Director to serve as Vice Chairperson. All Directors shall be voting members of the Board of Directors.
3. Terms of Office. The terms of office for the Board of Directors shall be designated by the Nooksack Tribal Council at the time of their appointment. In the event that any Board member's position shall become vacant for any reason, the Nooksack Tribal Council shall by motion or otherwise appoint any person to fill such position until a permanent successor is seated.
4. Duties of Directors. The Board 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 as long as such rules or meetings are not inconsistent with the Charter, the 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:

- a. One or more officers or employees of the Corporation whom such Director reasonably believes to be reliable and competent in the matters presented;
 - b. Legal counsel, public accountants or other persons as to matters which such Director reasonably believes to be within such person's professional or expert competence; or
 - c. 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, 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.
5. Liability of 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:
 - a. The Director has breached or failed to perform the duties of the Director's office as provided in Section XI 4, and
 - b. The breach or failure to perform constitutes willful misconduct or recklessness.
6. Board 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 (2) Directors.
7. 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 four (4) 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.
8. Quorum. At a meeting of the Board, a quorum shall consist of three (3) 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.

9. Voting. A majority of a quorum of the Board shall carry any issue.
10. Meeting Options. Except as otherwise restricted by the Corporation 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 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.
11. Presumption of Assent. A Director who is present at a meeting of the 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.
12. Director Compensation. Directors shall receive such expense reimbursement, salary, or other compensation as may be determined by the Board as provided in the Bylaws.
13. Resignation and Removal of Directors. The resignation, removal, retirement of any Director who is seated pursuant to Section 2 of this Article from that person's position shall constitute such person's resignation or removal as a Director.
14. Vacancies. Whenever any vacancy shall occur in the Board by death, resignation, removal or otherwise, the same shall, as applicable, be filled by the Tribal Council.

ARTICLE XII - OFFICERS

1. Number and Positions. The officers of the Corporation shall be the Chairperson, Secretary and Treasurer.
2. Duties of Officers. The duties and powers of the officers of the Corporation shall be provided by the Bylaws.
3. Compensation. The Directors shall receive such expense reimbursement or other compensation as may be determined by the Nooksack Tribal Council.
4. Removal of Officers. Any one or more of the officers may be removed either with or without cause, at any time, by a majority vote of the Tribal Council, at any special meeting called for that purpose or at any regular meeting.
5. Vacancies. All vacancies in any office shall be filled by the Tribal Council without undue delay, at its next regular meeting or at a meeting specially called for that purpose.

ARTICLE XIII - INDEMNIFICATION

The Corporation may, in the discretion of the Board, fully or in part, indemnify any current

or former 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 Director, officer or employee of the Corporation, and the reasonable costs of settlement of any such action or proceeding, if a majority of the Board members not seeking indemnification or otherwise involved in the controversy shall determine in good faith that:

1. 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. any legal fees paid or any settlement made are reasonable; and
3. the person seeking indemnification did not act beyond the scope of his or her employment or office; and
4. it is in the best interests of the Corporation that indemnification be made.

ARTICLE XIV - DIVIDENDS

1. The 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:
 - a. the Corporation would not be able to pay its debts as they become due in the usual course of its business; or
 - b. the Corporation's total assets would be less than the sum of its total liabilities.
2. All dividends declared by the Board shall be paid to the Tribe as the owner of the Corporation.

ARTICLE XV - REPORTS TO OWNER

1. The Corporation shall maintain its financial records in conformity with generally accepted accounting principles.
2. No less frequently than annually, the 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.
3. The Board shall prepare a business plan and submit it to the Tribal Council for review and approval not less than 30 days prior to the beginning of each fiscal year.
4. 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.
5. The Corporation shall, within 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

1. After issuance of this Charter by the Tribal Council, the Corporation may be dissolved and this Charter revoked only as provided in this Article.
2. The Corporation may be dissolved and this Charter revoked only as follows:
 - a. The 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.
 - b. 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.
 - c. The Tribal Council shall schedule a meeting to consider the question of dissolving the Corporation and revoking this Charter after receiving notice from the Corporation.
 - d. At the Tribal Council meeting, after full discussion, a vote shall be taken on a resolution to dissolve the Corporation.
 - e. Upon adoption of the resolution, a statement of intent to dissolve shall be executed by the Tribal Council.
 - f. 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.
 - g. 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 are not to be distributed in kind to the Tribe, 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, as specified in Title 57, the Tribal Entities Code, Section 57.07.010(f)(4).
 - h. 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

1. The Board may request or petition the Tribal Council for amendments to this Charter.
2. The Tribal Council is vested with the authority to approve amendments to this Charter in accordance with applicable tribal law.


AMENDMENT HISTORY

Adopted October 28, 2021 by Resolution No. 21-214

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 8 were present, constituting a quorum, at a duly called meeting thereof, duly and regularly called, noticed, convened, and held this 28th day of October, 2021; that the Nooksack Housing Corporation of Incorporation was adopted by Resolution Number 21- 214at said meeting by a vote of 5 for and 2 against; and that since its adoption this Charter has not been altered, rescinded, or amended in any way.

Dated this 28th day of October, 2021.



Ross Cline, Sr., Chairman
Nooksack Tribal Council

ATTEST:



Frank Leyva, Secretary
Nooksack Tribal Council