

**ARTICLES OF ORGANIZATION
OF
CROW CREEK HOLDINGS, LLC**

Pursuant to Section 2.1 of the Crow Creek Sioux Tribe Limited Liability Company Ordinance (the "LLC Ordinance"), the undersigned adopts the following Articles of Organization for the Company.

ARTICLE I – NAME

1.1 The name of the limited liability company is Crow Creek Holdings, LLC (the "Company").

ARTICLE II – REGISTERED OFFICE AND AGENT

2.1 The street address of the Company's initial registered office within the exterior boundaries of the Crow Creek Indian Reservation is 100 Drifting Goose Drive, Ft. Thompson, SD 57339, and the name of its initial registered agent at that office is Brandon Sazue, Sr.

ARTICLE III – MEMBER

3.1 Pursuant to Section 9.11 of the LLC Ordinance, the sole Member of the Company is the Crow Creek Sioux Tribe (the "Tribe").

ARTICLE IV – PURPOSE & POWERS

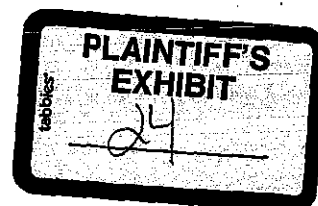
4.1 Purpose. In accordance with Section 9.16 of the LLC Ordinance, the purpose of the Company is to engage in economic development activities for the benefit of the Tribe and its members. The general purposes of the Company are as follows:

(a) To create and stimulate the economy of the Tribe and to create employment opportunities for tribal members.

(b) To generate profits to promote the growth and continuity of the Company and for distribution to the tribal government and such departments as the Tribal Council may direct.

(c) To generate tax and other revenue for the use by the tribal government in providing services to the tribal membership.

(d) To increase the economic well-being of the tribal membership in accordance with economic development policies and plans of the Tribe as adopted by the Tribal Council or tribal department delegated such responsibilities.



(e) To engage in any lawful act or activity for which companies may be organized under the LLC Ordinance.

4.2 Powers. The Company shall have unlimited power to engage in and do any lawful business for which limited liability companies may be organized under the LLC Ordinance and as set forth in the Company Operating Agreement.

ARTICLE V - DURATION

5.1 The Company's existence shall commence upon the acceptance of these Articles of Organization by the Tribal Secretary for filing in accordance with the LLC Ordinance and shall be perpetual, unless dissolved sooner in accordance with the terms of the Company Operating Agreement.

ARTICLE VI - MANAGEMENT

6.1 The management and business and affairs of the Company shall be vested in a Board of Directors appointed by the Member pursuant to LLC Ordinance Section 9.31(1) and the Company's Operating Agreement.

ARTICLE VII - ORGANIZER

7.1 Pursuant to Section 9.21(1) of the LLC Ordinance, which requires that the Chairperson of the Tribal Council be listed as the organizer, the name and address of the organizer of the Company is: Brandon Sazue Sr., Chairman of the Crow Creek Sioux Tribe, 100 Drifting Goose Drive, Fort Thompson, SD 57339.

ARTICLE VIII - TRIBAL OWNERSHIP

8.1 Pursuant to Sections 2.1(3) and 9.11 of the LLC Ordinance, the Company is wholly owned by the Tribe, with the Tribe as sole Member.

ARTICLE IX - PRIVILEGES & IMMUNITIES

9.1 Pursuant to Sections 1.8(3) and 9.13 of the LLC Ordinance, the Tribe hereby confers on the Company all of the rights, privileges and immunities enjoyed by the Tribe, including but not limited to, immunities from federal, state, and local taxes, regulation, and jurisdiction, to the same extent that the Tribe would have such rights, privileges, and immunities, if it engaged in the activities undertaken by the Company. The Company shall be considered to be an instrumentality of the Tribe, and its officers and employees considered officers and employees of the Tribe, created for the purpose of carrying out authorities and responsibilities of the Tribal Council for economic development of the Tribe and the advancement of its Tribal members. The Company, its directors, officers and employees shall, therefore, be entitled to all of the privileges and immunities enjoyed by the Tribe, including but not limited to immunities from suit in Federal, State, and Tribal courts and from Federal, State, and local taxation or regulation.

ARTICLE X – SOVEREIGN IMMUNITY

10.1 Pursuant to Section 1.8(3), 9.13, and 9.17 of the LLC Ordinance, the Tribe hereby confers on the Company sovereign immunity from suit to the same extent that the Tribe would have such sovereign immunity if it engaged in the activities undertaken by the Company.

10.2 The Company shall have the power to sue and may specifically grant limited waivers of its immunity from suit and consent to be sued in the Tribal Court or another court of competent jurisdiction pursuant to the procedures and authorities set forth in the Company's Operating Agreement; provided, however, that:

(a) Any such waiver or consent to suit granted pursuant to the Company's Operating Agreement shall in no way extend to any action against the Tribe as sole Member, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe as sole Member;

(b) Any recovery against the Company shall be limited to the assets of the Company (or such portion of the Company's assets as further limited by the waiver or consent), and the Tribe shall not be liable for the payment or performance of any of the obligations of the Company, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the Company, including assets of the Tribe or property of the Tribe leased, loaned, or assigned to the Company for its use, without transfer of title;

(c) Any waiver of the Company's immunities granted pursuant to these Articles of Organization shall be further limited or conditioned by the terms of such waiver;

(d) Any waiver may be granted only by (1) a resolution adopted by the Board of Directors of the Company for the specific purpose of granting a waiver; (2) the language of the waiver must be explicit; and (3) the waiver must be contained in a written contract or commercial document to which the Company is a party;

(e) Waivers of sovereign immunity may be granted only when necessary to secure a substantial advantage or benefit to the Company; and

(f) Waivers of sovereign immunity must be specific and limited as to duration, grantee, transaction, property or funds of the Company, court and/or arbitration body having jurisdiction, and applicable law.

10.3 The sovereign immunity of the Company shall not extend to actions against the Company by the Crow Creek Sioux Tribe.

ARTICLE XI - TRIBAL COUNCIL APPROVAL

Pursuant to Sections 1.8(1) and 9.11, the foregoing Articles of Organization have been approved by Resolution No. _____, enacted by the Tribal Council on the _____ day of _____, 2013.

A copy of the certified Tribal Council Resolution authorizing the formation of the Company is attached hereto,

Brandon Sazue, Sr., Chairperson
Crow Creek Sioux Tribe

Date Filed: _____

Identification Number: 13-001

Signed: _____
Tribal Council Secretary