

**AGREEMENT AND PLAN OF MERGER**

**AMONG**

**Native American Telecom, LLC,**

**AND**

**Crow Creek Telecom, LLC**

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of 7/29/13 (this "Agreement"), by and among Native American Telecom, LLC a South Dakota Limited Liability Company ("NAT") and Crow Creek Telecom, LLC, a Tribally Chartered Limited Liability Company of the Crow Creek Sioux Tribe ("CCT"), (NAT and CCT hereinafter collectively referred to as "Constituent Entities").

**WHEREAS**, the Boards of Directors of the Constituent Entities have approved this Agreement and the transactions contemplated hereby, and each has determined that it is in the best interests of their respective companies and shareholders or members that NAT be merged with and into CCT ("the Merger"), and accordingly, have each agreed to effect the Merger provided for herein upon the terms and subject to the conditions set forth herein; and


**NOW, THEREFORE**, in consideration of the representations, warranties and covenants set forth in this Agreement and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto agree as follows:

1. That the Merger shall be in accordance with the laws of the Crow Creek Sioux Tribe.
2. That the Effective Date shall be the date filed with the Secretary-Treasurer of the Crow Creek Sioux Tribe.
3. Upon the Effective Date, NAT shall be merged with and into CCT, and Crow Creek Telecom, LLC shall be the Surviving Company.
4. Upon the Effective Date, the separate existence of NAT shall cease and all the property, rights, privileges, immunities and franchises of NAT and all of the property, real, personal and mixed, including its name and any derivative thereof, and all the debts due on whatever account to NAT, as well as all membership interests and other causes in action belonging to NAT, and the lessee rights to all real estate leased by NAT shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Company.
5. From and after the Effective Date, the Articles of Incorporation of the Surviving Company shall not be affected by said Merger.
6. From and after the Effective Date, the directors and officers of the Surviving Company shall be as set forth in Operating Agreement for CCT. Directors and officers will serve until their respective successors are duly appointed or elected and qualified in accordance with the Articles of Incorporation of the Surviving Company.


7. All of the outstanding membership interests of NAT have been purchased by CCT and are owned by CCT. On Effective Date, the membership interests of NAT shall be converted into membership interests of the Surviving Company.
8. All of the outstanding common stock of CCT shall remain common stock of the Surviving Company and all rights in respect of such common stock shall remain in full effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and Plan of Merger as the date written above.

Native American Telecom, LLC

  
President

Crow Creek Telecom, LLC

  
President