

**ARTICLES OF ORGANIZATION**

**OF**

**CROW CREEK TELECOM, LLC**

Pursuant to the Crow Creek Sioux Tribe Limited Liability Company Ordinance (the "LLC Ordinance"), adopts the following Articles of Organization for Crow Creek Telecom, LLC, a company organized pursuant to the LLC Ordinance.

**ARTICLE I - NAME**

1.1 The name of the limited liability company is Crow Creek Telecom, 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 Tribe's 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. with copies to Jeffrey Holoubek.

**ARTICLE III – OWNER(S)**

3.1 The Company is tribally owned. Owners of the Company are the following entities in their respective membership interest capacities:

| <b>Percentage</b> | <b>Entity</b>  |
|-------------------|--|
| 51%               | Membership Interest - Crow Creek Holdings, LLC, an LLC wholly owned by the Crow Creek Sioux Tribe. |
| 25%               | Membership Interest - Native American Telecom Enterprise, LLC                                      |
| 24%               | Membership Interest - WideVoice Communications, Inc.   |

**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:

(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.
- (c) To increase the economic well-being of the members of the Tribe.
- (d) To engage in any lawful act or activity for which companies may be organized under the Ordinance.
- (e) To provide the members of the Crow Creek Sioux Tribe and customers with telecommunications and broadband services.

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.

#### **ARTICLE V – PRIVILEGES & IMMUNITIES**

5.1 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 VI – SOVEREIGN IMMUNITY**

6.1 Pursuant to Section 1.8(3), 9.13, and 9.17 of the Tribal 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.

6.2 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 a Member, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe as a 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 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.

#### ARTICLE VII – DURATION

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

#### ARTICLE VIII – MANAGER MANAGED

8.1 The business and affairs of the Company shall be vested in one or more managers.

#### ARTICLE IX - ORGANIZER

9.1 The name and address of the organizer of the Company is:

Terry Abernathy, Sr., 100 Drifting Goose Drive, Ft. Thompson, SD 57339.

  
Terry Abernathy, Organizer

Date Filed: 7/29/13

Identification Number: 13-002

Signed:   
Tribal Council Secretary