



# WHITE MOUNTAIN APACHE TRIBE

A Sovereign Tribal Nation

**( Approving the Charter of Incorporation of the Apache Alliance )**

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**WHEREAS**, since 2012, the White Mountain Apache Tribe has actively participated in the establishment of the Apache Alliance; and

**WHEREAS**, the Apache Alliance now desires to become recognized as a Federally and Tribally Chartered Corporation; and

**WHEREAS**, the Charter of Incorporation of the Apache Alliance (see attached) has been reviewed by the Office of the Attorney General and the Tribal Council of the White Mountain Apache Tribe finds it in the best interest of the Tribe to approve the Charter of Incorporation of the Apache Alliance in its entirety.


**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the Charter of Incorporation of the Apache Alliance in its entirety.

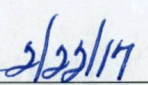
**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

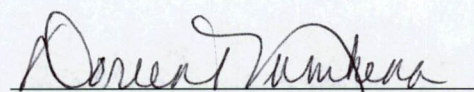
**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

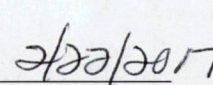
**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on **JANUARY 25, 2017** duly adopted by a vote of **NINE** for, **ZERO** against, and **ONE** abstentions by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1 of the WMAT Constitution, so ratified on September 30, 1993, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).

  
Ronnie Lupe, Tribal Chairman

  
Date

  
Doreen T. Numkena, Tribal Secretary

  
Date



**CHARTER OF INCORPORATION**

**of the**

**APACHE ALLIANCE**

**A Federally and Tribally Chartered Corporation**

Issued to the following Founding Tribes:

[INSERT NAMES OF FOUNDING TRIBES]

**ARTICLE I  
NAME**

The name of the corporation is APACHE ALLIANCE

**ARTICLE 2  
PRINCIPAL OFFICE and REGISTERED OFFICE**

**Section 2.1. Principal Office.** The initial principal office of the Corporation shall be located at [INSERT] San Carlos Apache. As needed, the Board of Directors may change the Corporation's principal office location. The Member Tribes and BIA Regional Office shall receive notice of any such changes. The Corporation may have any such other offices as the Board of Directors may designate

**Section 2.2. Registered Office.** The registered office of the Corporation may be, but need not be, identical with the principal office of the Corporation, within a jurisdiction in which it transacts business, and the registered office may be changed from time to time by the Board of Directors.

**ARTICLE 3  
AUTHORITY FOR CHARTER**

**Section 3.1. Authority.** The Corporation is to be initially organized under the tribal corporate codes of the San Carlos Apache Tribe. Simultaneously the Charter will be submitted for approval to be incorporated and chartered under the laws of the United States as a Federally Chartered Corporation under 25 U.S.C. § 477, as amended. At the point of approval of the Federal Charter, the Tribal Corporation shall cease and convert to a Federal Corporation; the provisions in this Charter which are only relevant to Section 17 Federal Charters will then trigger. The Corporation shall have the powers, privileges and immunities granted to a Tribally-, and then to a Federally-, chartered tribal Corporation.

**Section 3.2. No Waiver of Sovereign Immunity of Member Tribes.** The granting of this Charter does not abrogate, limit or in any respect, alter the sovereign immunity of any of the Member Tribes of the Corporation entitled to assert sovereign immunity.



## **ARTICLE 4 DEFINITIONS**

**Section 4.1.** Member Tribe means any one of the federally recognized Indian Tribes in Article 12.1 which are eligible to be a Member of the Corporation and which has complied with the requirements for Membership as specified under Article 12.

**Section 4.2** Membership means all of the Tribes that are Member Tribes, as defined above, of the Corporation.

**Section 4.3.** Corporation means the Apache Alliance (AA) corporation, a tribally- chartered, then federally- chartered Corporation.

**Section 4.4.** Board of Directors means the principal elected leader (e.g. Chairman, President) of each Member Tribe, which together compose the governing body of AA.

**Section 4.5.** Director means the principal elected leader (e.g. Chairman, President) of a Member Tribe, which is serving as the designated representative of the Member Tribe to the Board of Directors of the AA.

**Section 4.6.** Charter Tribe means one of the federally recognized Indian Tribes eligible to be a Member Tribe that that initially chartered the Corporation.

**Section 4.7.** Executive Committee consists of the President, Vice President, and Secretary/Treasurer each selected from the Board of Directors by the Board of Directors.

## **ARTICLE 5 STATUS OF THE CORPORATION**

**Section 5.1. Corporation Distinct from Member Tribes.** The Corporation is a legal entity jointly and equally owned by the Member Tribes (each of which is a federally recognized Indian Tribe), but the corporation is distinct and separate from the Member Tribes. The activities, transactions, obligations, liabilities and property of the Corporation are in no way the obligation of the Member Tribes.

**Section 5.2. Tax Status.** The Corporation shall have the same tax status and immunities under federal law as each federally recognized Member Tribe enjoys.

## **ARTICLE 6 NON-STOCK CORPORATION**

**Section 6.1. Non-Stock Corporation.** The Corporation shall be a non-stock corporation, the income of which shall not in general inure to the benefit of private individuals or organizations or to the benefit of Member Tribes in their capacity as Member Tribes.

**Section 6.2. Use of Earnings.** The Corporation shall utilize all earnings and profits for the Corporation's reasonable business needs and then as revenue to support the Corporate Purposes



outlined in Article 8. However, if the Corporation has met all its obligations, and substantially invested in its growth, and is performing above capacity, and the Board so chooses, it can issue a reasonable distribution payment to Member Tribes with a two-thirds (2/3) supermajority vote. Any such distribution cannot harm the economic stability and continued growth of the Corporation.

**ARTICLE 7  
DURATION**

**Section 7.1.** The period of the Corporations duration is perpetual, or until this Charter is revoked or surrendered by Act of Congress, pursuant to 25 U.S.C. § 477, as amended.

**ARTICLE 8  
CORPORATE PURPOSES**

The specific purpose for which the Corporation is formed is to promote the social and economic welfare of the Apache Tribes and Apache people, with the following purposes:

**Section 8.1.** To coordinate on issues of common concern to the Apache Tribes and Apache people; and

**Section 8.2.** To promote public education on issues of importance to and that may impact the Apache Tribes and Apache people; and

**Section 8.3.** To support and maintain the culture, language and traditions of the Apache Tribes and Apache people; and

**Section 8.4.** To protect the sacred sites of the Apache Tribes and Apache people; and

**Section 8.5.** To create governmental revenue through private enterprise; and

**Section 8.6.** To create jobs, business ventures, and economic development that enhance economic, educational, training and career opportunities for the Apache people; and

**Section 8.7.** To develop and promote industries, economies, ventures, subsidiaries, and enterprises that are beneficial for Member Tribes. Examples include, but are not limited to, hospitality and tourism, agriculture, manufacturing, e-commerce, real estate, financial services, federal contracting, energy development, service and retail activities; and

**Section 8.8.** To develop and promote markets for the goods, products, and services of Member Tribes and the Apache people; and

**Section 8.9.** To create and promote opportunities for inter-tribal trade and commerce, and international trade, for Member Tribes and the Apache people; and

**Section 8.10.** Conduct and support research on various issues which benefit the Member Tribes and the Apache people.



## **ARTICLE 9 CORPORATE POWERS**

The Corporation is authorized:

**Section 9.1.** To acquire rights, property and assets, in the best interest of the Corporation and/or Member Tribes;

**Section 9.2.** To engage in any lawful business permitted;

**Section 9.3.** To enter into agreements or contracts with any person, partnership, corporation, municipality, Indian Nation, government or agency, or similarly situated entity;

**Section 9.4.** To pledge the assets and receipts of the Corporation as security for debts; and to acquire, sell, lease, exchange, transfer or assign personal property interests therein subject to limitations in Section 10 of this Charter;

**Section 9.5.** To purchase, take by gift or bequest, acquire, own, lease, manage, operate, deal in and dispose of real and personal property of all kinds and descriptions, wherever situated;

**Section 9.6.** To purchase insurance for any property or person against any risk or hazard;

**Section 9.7.** To establish and maintain such bank accounts as may be necessary or convenient and to invest any funds not required for immediate obligation;

**Section 9.8.** To employ or appoint officers, employees and agents of the Corporation and to define their duties and fix their compensation;

**Section 9.9.** To sue and be sued in the Corporation's name in courts of competent jurisdiction within the United States, but only to the extent provided in and subject to the limitations stated in Section 15 of this Charter;

**Section 9.10.** To adopt, repeal, alter or amend bylaws for the regulation of internal affairs of the Corporation consistent with this Charter and applicable federal law, without the approval of the governing bodies of the Member Tribes or the Secretary of the Interior;

**Section 9.11.** To establish retirement plans, pension trusts, profit-sharing plans, and other incentive plans for any or all of its employees;

**Section 9.12.** To be a promoter, partner, member, associate, trustee or other manager of any partnership, joint venture, limited liability company, trust or other enterprise;

**Section 9.13.** To make donations for the public welfare or charitable, scientific, educational or governmental purposes;

**Section 9.14.** To establish dues for Member Tribes of the Corporation to the extent such contributions are deemed necessary or appropriate to facilitate the general purposes of the Corporation;



**Section 9.15.** To have a corporate seal which may be altered at the discretion of the Board of Directors; but failure to have or affix a corporate seal shall not affect the validity of any instrument or any action by the Corporation.

**Section 9.16.** To create subsidiaries;

**Section 9.17.** To exercise and perform any powers which may be necessary to function efficiently as a modern business, intertribal organization, and tribal economic development arm in order to achieve the Corporate Purposes.

## **ARTICLE 10 LIMITATIONS ON CORPORATE POWERS**

**Section 10.1** The Corporation shall have no power:

- 10.1.1 To expressly or by implication enter into any agreement of any kind on behalf of any Member Tribe;
- 10.1.2. To pledge the credit of any Member Tribe;
- 10.1.3. To dispose of, pledge, or otherwise encumber real or personal property of any Member Tribe;
- 10.1.4. To waive any right, privilege or immunity of, or release any obligation owed to any Member Tribe;
- 10.1.5. To enter into any sublease or other encumbrance or instrument for lands that may be leased to the Corporation by any Member Tribe without the express written approval of the governing body of the Tribe leasing such lands to the Corporation;
- 10.1.6. To sell, lease, exchange or otherwise dispose of substantially all of the Corporation's assets, other than in the usual and regular course of its business, without the prior approval of the Board of Directors of the Corporation. Approval of the Board shall be in the form of a resolution duly adopted by a two-thirds majority vote at a special meeting of Board;
- 10.1.7. To purchase restricted Indian lands, or to sell, mortgage or grant a lease for any trust or restricted lands of any Member Tribe, unless specifically requested and approved by such Member Tribe;

**Section 10.2 No Liability of Member Tribes.** No Member Tribe shall be liable on any contract of the Corporation (except to the extent so provided in a contract between the Corporation and such Member), or for any tort committed by the Corporation or by any director, officer, employee or agent of the Corporation. No lien against property of the Corporation shall be enforceable against any property of a Member Tribe or any member of the Corporation.



## **ARTICLE 11 BYLAWS**

**Section 11.1** The Bylaws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with applicable Federal Law or with this Charter. The power to alter, amend or repeal Bylaws or to adopt new Bylaws shall be vested with the Board of Directors. Amendments to the Bylaws may occur at a regular or special meeting of the Board upon at least 15 working days notice prior to the scheduled meeting with written notice of the intention to alter, amend, repeal, or adopt new Bylaws, by majority vote.

## **ARTICLE 12 MEMBERSHIP/MEMBER TRIBES**

**Section 12.1. Membership Eligibility.** Each of the following federally recognized Indian Tribes (as defined by the United States Department of the Interior) are eligible to be a Member ("Member Tribe") of the Corporation: Apache Tribe of Oklahoma, Fort McDowell Yavapai Nation, Fort Sill Apache Tribe, Jicarilla Apache Tribe, Mescalero Apache Tribe, San Carlos Apache Tribe, Tonto Apache Tribe, White Mountain Apache Tribe, and the Yavapai-Apache Nation. Future federally recognized Apache tribes may be added to the list of eligible Member Tribes by 2/3 vote of Member Tribes. Founding Tribes and Member Tribes shall have all of the same rights and privileges.

**Section 12.2. Application Procedure.** Eligible Tribes must submit Tribal Council Resolutions, or a document with equivalent authority from the Tribe's governing body, 1) requesting membership in the Apache Alliance and 2) ratifying this Section 17 Charter. The Tribal Council Resolution or other similar document shall designate the Tribe's initial representative and alternate to AA. The Tribe shall notify AA of changes in designated representatives and alternates also by Tribal Council Resolution or document with equivalent authority.

**Section 12.3. Voting.** Each Member Tribe shall have one (1) vote in matters decided by the Corporation.

**Section 12.4. Voluntary Withdrawal of Membership.** Membership in the Corporation may be withdrawn by submitting to the President of the Board of Directors, a Tribal Council resolution or a document of equivalent authority issued by the governing body of the tribe, which indicates its intent to withdraw from membership. Such withdrawal of membership in the Corporation shall be effective on the date the resolution is adopted by the governing body of the tribe submitting the resolution. At least three Member Tribes must remain or dissolution shall be triggered.

**Section 12.5. Removal of Member Tribe.** Any Member Tribe of the Corporation may be removed from membership in the Corporation upon a vote of two-thirds of the full Board at a meeting called especially for such purpose. Removal shall be a very rare and limited tool. Valid grounds for removal include chronic non-participation, and corruption. Any removal may not be politically motivated or for the purposes of financial exclusion.

**Section 12.6. Conflicts.** If there is an issue in which two or more Member Tribes are adverse to each other or in conflict, the Corporation shall not take a position favoring one Member Tribe's position over the other Member Tribe. The Board shall determine what constitutes a conflict. Any such conflicts shall be resolved by the affected Member Tribes outside of the Corporation.



**Section 12.7. Investments by Member Tribes.** Any Member Tribe may invest in the Corporation or any Corporation project or subsidiary. (Voluntary investments are wholly distinct from any mandatory dues that might be imposed equally on Member Tribes, or voluntary contributions to the Alliance.) The terms of any such investment shall be negotiated at arm's length, with the investor Member Tribe's Board member recusing themselves from Board votes on the terms and significant aspects of the investment. The investor Member Tribe shall be treated as any other investor, and be paid fully and fairly as would any other investor or business partner. Further, any such investor payments or benefits in no way apply to the other non-investor Member Tribes.

## **ARTICLE 13 BOARD OF DIRECTORS**

**Section 13.1. Authority.** The business affairs of the Corporation shall be managed by or under the direction of its Board of Directors, and all powers of the Corporation shall be exercised by or under the authority of the Board of Directors.

**Section 13.2. Number and Tenure of Directors.** The Board of Directors shall be composed of the principal elected leader (e.g. Chairman, President) of each of the Member Tribes, and shall contract and expand as Member Tribes join and leave the Corporation. The maximum size of the Board is nine (9), reflective of the maximum number of eligible Member Tribes. The minimum size of the Board is three (3), reflective of the number of Founding Tribes. Each Director shall serve until he or she is no longer principal elected leader of their Tribe, and shall be replaced automatically upon election of their new Tribal principal elected leader.

**Section 13.3. Initial Board of Directors.** The initial Board of Directors of the Corporation shall be comprised of the Chairmen of each of the Charter Tribes:

- [INSERT]
- [INSERT]
- [INSERT]

**Section 13.4. Duties of Board of Directors.** The Board of Directors shall manage the general affairs and business of the Corporation including:

13.4.1. Make, alter, amend, or repeal the Bylaws of the Corporation and to adopt new Bylaws, not inconsistent with law or this Charter.

13.4.2. Initiate the process of amending or repealing this Charter.

13.4.3. Define the strategic direction of the Corporation; set the macro policies of the Corporation; provide financial and legal stewardship; monitor and evaluate the organizational effectiveness; lead the Corporation to maximize its revenues.

13.4.4. Insulate the Corporation, the staff, its subsidiaries and enterprises from micromanagement and political interference.

13.4.5. Review and approve the annual budget of the Corporation.



13.4.6. Hire staff, including a CEO or Executive Director, and empower the CEO to run the day to day operations of the Corporation. The Board provides leadership and strategic direction, and delegates authority and responsibility to the CEO/ED to operate and manage the Corporation, hire and manage staff, and the Corporation's subsidiaries.

**Section 13.6. Conflict of Interests and Board Member's Conduct.** A Board Member shall perform his or her duties as a Board Member in good faith, in a manner the Board Member believes to be in or not opposed to the best interests of the Corporation, and with such care as an ordinarily prudent person would use under similar circumstances in a like position. The Board is the final arbitrator of conflicts of interest. Conflicts of Interest shall be outlined in more detail in the By-Laws. No Director may have a financial interest in the business of the Corporation or its subsidiaries. Directors shall recuse themselves from decisions and votes which involve business between the Corporation and the Shareholder Member Tribe they represent on the Board or if they have any personal financial interests. Directors shall disclose any personal financial interests or benefits from Corporation business and shall recuse themselves from votes affecting their interests.

**Section 13.7. Directors' Meetings and Notice.** The Board of Directors shall meet at least quarterly, but at any time needed, and include all Directors in such meetings. The President of the Board may call for a meeting at any time and for any purpose. At least five days' notice must be provided to the Board for all Board meetings stating the time, place and purpose of the meeting, unless specifically outlined differently in the charter or bylaws for specific types of votes. A proposed agenda shall be included in such notice. The Board may not take action on a matter not in the notice, unless approved by majority vote. Notice may be provided by United States mail, electronic mail, or facsimile. For mail, the notice will be deemed delivered upon deposit in the United States mail. Notice to a Member by electronic mail to the Member's email address and facsimile to the Member's fax number, will be deemed delivered upon proof of email transmission and confirmation of facsimile transmission. The burden is on each Director to ensure the Corporation has his or her current contact information.

**Section 13.8. Telephonic Meetings of the Board.** The Board of Directors may conduct telephonic meetings or any Board Member may participate in a Board meeting, and/or vote, via telephone.

13.8.1. The Secretary of the Corporation shall take Minutes of the meeting.

13.8.2. The telephonic meeting shall be deemed valid upon:

(a) Documentation of notice to all Members; and

(b) A quorum of the Board participating in the telephonic meeting.

13.8.3. Voting may be conducted telephonically or through electronic mail as long as documented.

**Section 13.9. Waiver of Notice.** The attendance of a Board Member at a meeting shall constitute waiver of notice of such meeting, except when the Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not convened in accordance with this Charter.

**Section 13.10. Quorum.** A majority of the Board of Directors shall constitute a quorum of the Board.

**Section 13.11. Board Action.** Each Board Member shall have one vote. A Board Member may designate an alternate representative for attendance and voting purposes in writing via mail,



electronic mail, or fax prior to a Board Meeting. The Board shall act only by vote of the Board, and individual Board Members shall have no power to act for or on behalf of the Corporation. All votes shall be by majority vote of a quorum, unless otherwise specified in the Charter or by-Laws.

**Section 13.12. Board Delegation of Authority.** The Board of Directors may delegate authorities to the Executive Committee, the CEO/ED, or staff to take action, consistent with and in furtherance of Corporation objectives, between meetings.

**Section 13.13. Authority to Establish Special Committees.** The Board of the Corporation may establish special committees to address various matters of corporation business. Committees shall exist to advise the Board and all Committee actions shall serve as recommendations to the Board for final action.

## ARTICLE 14 OFFICERS OF THE CORPORATION

**Section 14.1. Election of Officers** will take place at the annual meeting of the Board. The following Officers will be elected from the Board of Directors for a four (4) year period by majority vote. If an Officer is no longer the elected President/Chairman of their Member Tribe and therefore no longer a Board member, or their position otherwise becomes vacant, the position shall be filled at the next Board meeting. The Board can add additional officer positions with a two-thirds (2/3) vote.

Initial terms of Officers shall be staggered according to the following schedule.

- President – 4 years
- Vice-President – 3 years
- Secretary/Treasurer – 2 years

**Section 14.2. President.** The President shall preside at all meetings of the Corporation. The President shall see that all orders and resolutions of the Board of Directors are carried into effect and shall perform all duties as may be assigned to him/her by the Members. The President is authorized to delegate any powers and responsibilities relating to the conduct of day-to-day business of the Corporation to the CEO/ED of the Corporation, in accordance with the Corporation's bylaws.

**Section 14.3. Vice-President.** The Vice-President, in the absence of the President, shall perform all the duties of the President and, when so acting shall have all the powers of and be subject to all restrictions upon the President.

**Section 14.4. Secretary/Treasurer.** The Secretary/Treasurer shall have responsibility:

- 14.4.1. To provide Notice of all meetings, set the agenda for all meetings, and keep a record of their proceedings; and
- 14.4.2. Serve as the custodian of the seal of the Corporation (should the Corporation choose to utilize a seal) and shall have the power to affix the same to all documents, the execution of which on behalf of the Corporation is authorized by these bylaws or by action of the Board of Directors.



14.4.3. To oversee the daily activities of any fiscal managers hired by the Corporation who shall be responsible for all funds and securities of the Corporation as defined in the Corporation's bylaws.

14.4.4. To delegate any powers and responsibilities to staff of the Corporation, in accordance with the Corporation's bylaws.

14.4.5 Provide the Board Corporation annual financial reports.

## **ARTICLE 15 NO WAIVER OF SOVEREIGN IMMUNITY**

**Section 15.1. Privileges and Immunities.** The Corporation is an instrumentality of the Member Tribes and is entitled to all the privileges and immunities of the Member Tribes, individually and jointly, except as provided in this Article 17.

**Section 15.2. Limited Waiver of Corporation's Sovereign Immunity.** The Corporation is hereby authorized to waive, as provided in this Article, any defense of sovereign immunity from suit that the Corporation, Officers, Employees or Agents may otherwise enjoy under applicable federal, state or tribal law, arising from any particular agreement, matter, or transaction as may be entered into to further the purposes of the Corporation; and to consent to alternative dispute resolution mechanisms such as arbitration, mediation or to a suit in tribal or other courts of competent jurisdiction. Any such waivers must be limited, explicit, and passed by a resolution of the Board, the resolution must include choice of law and choice of forum provisions, who the specific parties are, limit the waiver to the value of the contract, and identify what assets against which the waiver will apply. Such waivers will have no effect on the Sovereign Immunity of any Member Tribe.

**Section 15.3. Form of Corporation's Waiver.** Any waiver by the Corporation authorized by this Article shall be in a duly adopted resolution of the Board of Directors that shall not require the approval of the Member Tribes or the Secretary of the Interior. The resolution shall identify the party or parties for whose benefit the waiver is granted, the specific transaction(s) for which the waiver is granted, the property of the Corporation which may be attached to satisfy any judgment, and shall identify the Court in which the Corporation may be sued. Any waiver shall be limited to claims arising from the acts or omissions or breaches of the Corporation, Officers, Employees or Agents, and shall be construed only to affect the property and income of the Corporation.

**Section 15.4. Corporation Waiver Does Not Waive Sovereign immunity of any Member Tribe.** Nothing in this Charter, and no waiver of the Corporation's sovereign immunity pursuant to this Article, shall be construed as a waiver of the sovereign immunity of Member Tribes, and no such waiver by the Corporation shall create any liability on the part of any of the Member Tribes or any other instrumentality of any of the Member Tribes for the debts and obligations of the Corporation, or shall be construed as a consent to the encumbrance or attachment of any property of any of the Member tribes or any other instrumentality of any of the Member Tribes based on any action, adjudication or other determination of liability of any nature incurred by the Corporation.

**Section 15.5. Subsidiaries.** All subsidiaries shall be wholly owned by the Apache Alliance, shall have the same federal Section 17 status as its parent, same sovereign legal status and protections of this parent umbrella Corporation, and shall be subject to the same restrictions and protections and



immunities outlined in this federal Charter. If a subsidiary is to have any articles of incorporation filed, it must do so only under tribal law, no subsidiaries shall be incorporated under state law, and must include a choice of law and choice of forum provision in all contracts. Each wholly-owned subsidiary shall be considered a Section 17 corporation for all legal purposes.

## **ARTICLE 16 INDEMNIFICATION**

**Section 16.1. Indemnification of Directors, Officers, Employees and Agents.** The Corporation may indemnify, in the discretion of the Board of Directors, any current or former Director, Officer, Employee or Agent against reasonable expenses incurred in connection with the defense of any action, suit, or proceeding in which he/she was made a party due to being or having been a director, officer, employee or agent of the Corporation if the Board determines that:

- 16.1.1. The Director, Officer, Employee or Agent acted in good faith;
- 16.1.2. The person reasonably believed their actions were in the best interest of the Corporation and not opposed to the best interest of the Corporation;
- 16.1.3. In the case of a criminal proceeding, the person had no reasonable cause to believe their conduct was unlawful;
- 16.1.4. The person seeking indemnification did not act or take action beyond the scope of their authority or office; and,
- 16.1.5. Any legal fees paid or any settlements made are reasonable in the best interests of the Corporation.

## **ARTICLE 17 DISSOLUTION**

**Section 17.1.** After issuance of this Charter by the Secretary of the Interior and ratification by the governing body of each Founding Tribe, the Corporation may be dissolved only as provided in this Article.

**Section 17.2.** The Corporation may begin the process of dissolution:

- 17.2.1. The Board of Directors may adopt a resolution recommending that the Corporation be dissolved, or the Member Tribes may each pass a resolution compelling the Board of Directors to initiate this process of dissolution. Any Member Tribe may withdraw its Membership without dissolving the Charter, but a minimum of three (3) of the Eligible Tribes must always be Members.
- 17.2.2. A copy of any resolution stating the Corporation's intent to dissolve, verified by one of the Corporation's Officers, shall be delivered to the governing body of each Member Tribe. The governing body of each Member Tribe shall, by duly enacted and verified resolution, inform the Secretary of the Interior whether that Member Tribe consents to dissolution of the Corporation.



17.2.4. If a majority of the Member Tribes consent to dissolution of the Corporation, the Corporation shall cease to carry on its business, except insofar as necessary for the winding up thereof, but its corporate existence shall continue until the Charter is revoked by act of Congress. The Corporation shall cause notice of dissolution to be mailed to each known creditor of the Corporation; collect its assets; pay, satisfy, and discharge its liabilities, debts, and obligations; and do all other acts required to liquidate its business and affairs.

17.2.5. After paying or adequately providing for the payment of all its obligations, the Corporation shall distribute the remainder of its assets, either in cash or in kind, equally among the Member Tribes, or to entities organized and operated exclusively for tribal governmental, charitable or educational purposes that shall at the time qualify as entities not subject to the federal income tax because of their status as Indian tribal governments or political subdivisions of Indian tribal governments or that qualify as tax exempt organizations under Section 501 (c) of the Internal Revenue Code.

17.2.6. All Member Tribes that had previously consented to dissolution of the Corporation may, at any time prior to revocation of the Charter by act of Congress, submit resolutions to withdraw their endorsement of voluntary dissolution. Written notice of the withdrawal shall be filed with the Secretary of the Interior, which shall cause the voluntary dissolution to be rendered ineffective and the Corporation may again carry on business.

17.2.7. When all debts, liabilities and obligations of the Corporation have been paid and discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Corporation have been lawfully distributed, the Member Tribes shall request that Congress take all actions necessary to revoke this Charter and dissolve the Corporation.

17.2.8. The Corporation can always simply sit "inactive" during periods of less activity without going through the formal dissolution process.

## **ARTICLE 18 BOOKS AND RECORDS**

**Section 18.1** The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the Board meetings and shall keep at its registered or principal office a record giving the names and addresses of the Member Tribes whose representatives are entitled to vote. All books and records of the Corporation may be inspected by an authorized representative, agent or attorney of any Member of the Corporation for any proper purpose at any reasonable time with reasonable notice.

## **ARTICLE 19 AMENDMENTS TO BY-LAWS**

**Section 19.1.** Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a vote of a majority of the Directors present at any regular meeting or at any special meeting, if written notice of intention to alter, amend or repeal or to adopt new bylaws at such meeting is given to the Board of Directors at least fifteen (15) working days prior to the meeting.



**CERTIFICATE OF APPROVAL**

I, \_\_\_\_\_ (*name*), \_\_\_\_\_ (*title*), by virtue of the authority granted to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984, 988; 25 U.S.C. § 477), as amended, and delegated to me by 209 D.M. 8.1., and 3 IAM 4, as applicable, do hereby approve this Federal Charter of Incorporation for use by the Apache Alliance, for the benefit of the Corporations' Founding Tribes:

- (1)
- (2)
- (3)

PROVIDED, that nothing in this approval shall be construed as authorizing any action under this document that would be contrary to federal law.

\_\_\_\_\_  
Signature

Washington, D.C.

Date: \_\_\_\_\_