

SEVENTH AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE COQUILLE ECONOMIC DEVELOPMENT CORPORATION

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COQUILLE ECONOMIC DEVELOPMENT CORPORATION

A Corporation Chartered by the Coquille Indian Tribe
Coquille Indian Reservation, Oregon

The Coquille Tribal Council, governing body of the Coquille Indian Tribe under the Tribe's Constitution adopted September 9, 1991, pursuant to the Indian Reorganization Act of 1934 and the Coquille Restoration Act of 1989, hereby charters and establishes a corporation, the Coquille Economic Development Corporation ("CEDCO"), a distinct Tribal corporation, wholly-owned by the Tribe. Under Oversight (as defined below) exercised by the Coquille Indian Tribal Council, CEDCO shall be managed by its own Board of Directors, in order to pursue, implement and direct the management and operation of businesses for the Tribe and its members.

Article 1. Definitions

When used in these Articles, the following terms shall have the following meanings:

1.1 "Applicable Law" means all federal and Tribal constitutional provisions, statutes, ordinances, codes, resolutions, executive orders, administrative regulations and orders, and judicial decisions, now or hereafter in force, applicable to CEDCO, its property or activities, or its officials, employees or agents. Until adoption by the Tribal Council of a general corporate code, the most current version of the Model Business Corporation Act (the "MBC Act") shall be considered as guidance. No laws of any of the states of the United States, or any political subdivision thereof, shall apply to CEDCO, unless such law is expressly and unequivocally adopted as Tribal law for limited purposes by the Tribal Council by resolution, and in such event, such application shall be narrowly construed.

1.2 "Articles" means these Articles of Incorporation, including any amendments thereof.

1.3 "Board of Directors" or "Board" means the board of directors of CEDCO, constituted under Article 6.

1.4 "By-Laws" means the by-laws of CEDCO, which may be adopted under Article 16.

1.5 "CEDCO" or "Corporation" means the Coquille Economic Development Corporation, the corporation established by these Articles.

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1.6 "Coquille Indian Reservation" or "Reservation" means all lands within the exterior boundaries of the reservation that may be established under the Coquille Restoration Act or any other provision of federal law, now or hereafter in force, as well as all lands now or hereafter held in trust by the United States for the benefit of the Coquille Tribe.

1.7 "Coquille Restoration Act" or "Restoration Act" means Public Law 101-42, the Act of June 28, 1989, 103 Stat. 91, 25 U.S.C. §§ 715 – 715g, as it is amended from time to time, which restored the rights and privileges of the Tribe as a federally recognized Indian tribe.

1.8 "Director" means a member of the Board.

1.9 "Goals" means the goals of CEDCO, as described in Section 4.2.

1.10 "Officer" means an officer of CEDCO appointed under Article 7 the Chair of the Board, Vice Chair and Secretary/Treasurer of CEDCO.

1.11 "Purpose" means the purpose for which CEDCO is organized and shall operate, as described in Section 4.1.

1.12 "Section" or "Subsection" means, respectively, a section or subsection of these Articles.

1.13 "Tribal Council" means the Coquille Tribal Council governing body of the Tribe under its Constitution.

1.14 "Tribe" means, and **"Tribal"** refers to, the Coquille Indian Tribe recognized and restored by the Restoration Act, acting through its duly elected Tribal Council. Unless otherwise provided below, all agreements, approvals, consents, authorizations, appointments or other similar actions to be taken, given or made by the Tribe under these Articles shall be manifested by or based on an authorizing resolution or ordinance of the Tribal Council.

1.15 "Economic Development" means the advancement of the economic wealth of the Coquille Indian Tribe for the self-sufficiency of the Tribe and its members through the identification, planning, creation and operation of business ventures consistent with the return on investment set forth in the Outcomes and Expectations.

1.16 "Oversight" means monitoring and providing strategic direction for activities carried out under these Articles in order to ensure effective and efficient accomplishment of the goals set forth in Article 4.2. Such Oversight shall be established in outcomes and expectations adopted by CEDCO and approved by the Tribal Council (the "Outcomes and Expectations"). These Outcomes and Expectations shall be set forth in one or more strategic plans adopted by the CEDCO Board in accordance with these Articles.

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Article 2. Roles of the Tribal Council and the Board

2.1 Roles of Tribal Council and the Board. None of the descriptions below shall be construed to diminish the sovereign authority of the Coquille Tribal Council.

- a. Tribal Council.
 - i. Provide Oversight for the activities carried out under these Articles to ensure effective and efficient accomplishment of the goals set forth in Article 4.2.
 - ii. Exercise authority reserved in these Articles to ensure effective and efficient accomplishment of the goals set forth in Article 4.2
 - iii. Appoint Board members that meet the qualifications provided for in paragraph 6.2 of these Articles.
 - iv. Remove Board members.
 - v. Enable CEDCO to meet the goals described in paragraph 4.2 of these articles by exercising the powers described in paragraph 4.3 of these Articles.
- b. Board
 - i. Pursue Economic Development through management of the business and affairs of CEDCO, subject to these Articles and Applicable Law.
 - ii. Regularly report to the Tribal Council regarding the business, affairs and Economic Development activities of CEDCO.
 - iii. Meet the goals of paragraph 4.2 of these Articles by exercising the powers described in paragraph 4.3 of these articles.
 - iv. Remain informed of Tribal financial needs, goals and strategic planning.

Article 3. Name, Attributes, Duration and Location

3.1 **Name.** The official name of the Corporation shall be the Coquille Economic Development Corporation ("CEDCO").

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3.2 Attributes. CEDCO is a distinct corporate enterprise of the Tribe. CEDCO shall possess all immunities from suit and from federal, state and local taxation and governmental authority possessed by the Tribe. However, immunity from suit may be explicitly waived under Subsection 4.3(l). As sole shareholder of CEDCO, the Tribe shall not be liable for any debts, liabilities or other obligations of CEDCO.

3.3 Duration. The duration of CEDCO shall be perpetual, unless dissolved by the Tribal Council under Tribal law or by the Board under Article 13.

3.4 Residency, Headquarters, Other Places of Business. Initially CEDCO shall be resident and maintain its headquarters within the Tribe's service area under the Restoration Act. CEDCO's residency and headquarters shall at all times be maintained within the Reservation or the service area. However, CEDCO's business may be conducted, and CEDCO may establish offices and places of business, in any and all convenient locations,

Article 4. Status, Purpose, Goals, Powers and Limitations

4.1 Status and Purpose. CEDCO shall have the status of and shall serve as a Tribal representative and advisor with respect to, and as the Tribal instrumentality for, the identification, evaluation, implementation and management of Tribal economic development initiatives, projects and investments, except that the Tribal Council may, on a case-by-case basis where circumstances require, establish specific economic initiatives, projects or investments through the Tribe or another instrumentality. In such capacities, CEDCO shall conduct its affairs for the exclusive overall purpose of improving the economic condition and circumstances of the Tribe and its members ("Purpose"). CEDCO shall act in partnership with the Tribe to achieve mutually desirable goals. The Tribal Council, as the authorizing body establishing CEDCO, shall exercise Oversight over the corporation.

4.2 Goals. To achieve its Purpose, CEDCO shall endeavor to accomplish the following goals ("Goals"):

- a. identify and carefully evaluate sound and profitable economic development opportunities;
- b. negotiate, structure, and implement sound and profitable economic development initiatives, projects and investments, subject to the provisions of written agreements with the Tribe, and the provisions of these Articles;
- c. operate established businesses under sound management principles and practices resulting in consistent achievement of performance benchmarks set forth in annual operating plans and the Outcomes and Expectations;

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d. when requested, advise and assist the Tribe with respect to the commitment of Tribal lands, natural resources, funds or other assets to sound and profitable economic development initiatives, projects and investments;

e. when requested, advise and assist the Tribe with respect to the management and disposition of its interests and responsibilities in Tribal economic development, initiatives, projects and investments;

f. Meet or exceed the Outcomes and Expectations by exploring and pursuing sound Economic Development opportunities, initiatives and projects through equity investments, joint venture partnerships, management contracts or other business arrangements.

g. promote the provision of employment opportunities for qualified Tribal members and contracting opportunities for qualified firms owned and controlled by the Tribe or its members;

h. develop a sense of entrepreneurship in the Tribe and its members;

i. maximize return on investment for the Tribe consistent with the Outcomes and Expectations;

j. earn sufficient revenue to repay any funds advanced to it by the Tribe, pay its own operating expenses and capital obligations, and make distributions to the Tribe as provided in Article 10;

k. promote effective communications and common understanding between the CEDCO Board and Tribal Council of all significant financial and other matters relating to CEDCO.

l. develop, implement and maintain, in consultation with the Tribal Council, a strategic plan describing how CEDCO will meet or exceed the Outcomes and Expectations and these goals over that period of time.

m. engage in any other activities necessary or desirable for the accomplishment of the foregoing Goals.

4.3 Powers. Subject to the limitations set forth in Section 4.4 and the provisions of Applicable Law under such terms and conditions as the Board may establish, CEDCO is authorized, acting through its Board, to:

a. create and issue shares of stock to the Tribe, all of which shall be non-transferable as limited by Article 5;

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- b. acquire, own hold, use and manage intellectual and personal property, including items provided to CEDCO by the Tribe;
- c. sell, lease, pledge, and otherwise transfer or dispose of personal property;
- d. acquire, own, hold, use, develop and manage real property or interests therein, including real property provided to CEDCO by the Tribe by lease or other means;
- e. Subject to the provisions of Section 4.3(l) convey, lease, mortgage, grant security interests in, and otherwise transfer or dispose of rights to the ownership, control or use of real property or personal property or interests therein;
- f. enter into and perform contracts;
- g. borrow money and make, accept, endorse, execute and issue bonds, debentures, promissory notes, guarantees, leasehold trust deeds, leasehold mortgages, security agreements and other obligations in connection with monies borrowed or for property acquired;
- h. invest in bonds, notes, debentures, shares of stock, or other securities or investments;
- i. employ staff and retain independent contractors;
- j. compromise or otherwise settle disputes;
- k. sue in courts and other forums of competent jurisdiction;
- l. consent to CEDCO, but not the Tribe, being sued in courts or to have claims against it resolved through arbitration, provided that the CEDCO may only waive the defense of sovereign immunity from suit by both complying with the applicable procedures and restrictions of Tribal law and by adopting a CEDCO Board approved resolution making the authorized waiver of sovereign immunity; *provided*, that CEDCO shall not be authorized to consent to enforcement of any judgment, lien, garnishment or attachment for CEDCO's debts or liabilities against any property or income of CEDCO, other than that which CEDCO: (i) specifically mortgages, (ii) specifically pledges, (iii) specifically assigns as collateral, or (iv) assets which CEDCO specifically identifies as available for such purposes or processes, permitting CEDCO to designate such assets at its sole discretion subject to whatever limitations CEDCO deems appropriate under the applicable circumstances, and; *provided further* that no CEDCO waiver of sovereign immunity adopted after July 1, 2008 shall be effective unless it is accompanied by a Tribal Council resolution specifically, expressly and unequivocally authorizing the sovereign immunity waiver made by CEDCO.

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- m. furnish management services, business advice, training or technical assistance, or other support to the Tribe or its instrumentalities or members;
- n. engage in business ventures in its own name or through subsidiaries;
- o. propose that the Tribal Council establish Tribally-chartered corporations, general or limited partnerships, or other business entities, to serve as wholly or majority owned and controlled subsidiary enterprises of CEDCO, or otherwise;
- p. engage in business ventures with others through partnership, joint venture, corporate stock ownership or other business arrangement;
- q. exercise such other powers as may be authorized by these Articles or Applicable Law;
- r. take such other actions as may be necessary or appropriate to function as a corporation, to achieve its Purpose or Goals, or to exercise the foregoing powers, provided such actions are not in conflict with the provisions of these Articles or Applicable Law; and
- s. establish subordinate corporations and/or limited liability companies

4.4 Limitations. CEDCO may not:

- a. expressly, impliedly, or otherwise through its status or activities, subject the Tribe to debts, liabilities or other obligations arising from contract, tort, statute, regulation, licensing, taxation, or any other matter;
- b. pledge the credit of the Tribe;
- c. dispose of, mortgage, or otherwise encumber real or personal property of the Tribe except that CEDCO may grant a leasehold mortgage or other security interest in CEDCO's leasehold interest in any lease of real or personal property of the Tribe to CEDCO;
- d. waive any right of the Tribe or release any obligation owed to the Tribe;
- e. waive any other rights, privileges or immunities of the Tribe; or
- f. exercise any authority other than that authorized by these Articles or by resolution of the Tribal Council.

Article 5. Shareholder

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CEDCO shall be authorized to issue 1,000 shares of non-transferable stock in a single class with no par value. The Tribe shall be the sole shareholder of CEDCO, owning all 1,000 shares. All rights and privileges of the Tribe, as shareholder shall be exercised on behalf of the Tribe by the Tribal Council.

Article 6. Board of Directors

Economic Development, business and affairs of CEDCO shall be directed by the Board of Directors in accordance with the following provisions:

6.1 Number. The Board shall consist of seven members ("Directors"), as provided by these Articles.

6.2 Qualifications. Notwithstanding any other provision of these Articles, at all times no less than three Directors shall be members of the Coquille Indian Tribe. Except as provided in these Articles, each Director must be experienced in Economic Development and business matters, which would achieve the goals listed in Section 4.2. One Director position will be reserved for a Tribal member-at-large to provide the perspectives of the Tribal community and the General Council to the CEDCO Board. The Tribal member-at-large need not have, but may have, Economic Development or business experience. One Director position is designated as Chair of the Board. Unless he or she resigns, is removed or is suspended as provided in paragraphs 6.5, 6.7 or 7.3 of these Articles, the CEO shall serve as Chair of the Board for the length of his or her employment as CEO.

6.3 Terms of Office. Except as provided otherwise by Tribal Council or as provided in these Articles, each Director shall serve a three-year term and shall hold office until his/her successor has assumed office.

6.4 [RESERVED].

6.5 Resignation. Any Director may resign by delivering a written resignation to the Tribal Council and the Chair of the Board. A resignation shall be effective upon receipt, unless otherwise provided by the terms thereof.

6.6 Appointment. In the event of a vacancy for any reason, the Tribal Council shall fill the vacancy by appointing a Board member by resolution.

6.7 Removal.

a. The Tribal Council may remove one or more Directors at will provided that such action shall only be effective if taken by an affirmative vote of a majority of the members then

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serving on the Tribal Council. By majority vote at a duly called meeting, a quorum of the Board may recommend that the Tribal Council remove any Board member.

b. **Automatic Removal.** A director shall be removed upon conviction of any felony or any other offense involving fraud, breach of trust, dishonesty or a substantial violation of ethics in the conduct of a trade or business; or upon a finding by any civil court or regulatory or licensing body that the Director has engaged in any such activity; or

c. **By Court.** A Director may be removed by order of the Coquille Indian Tribal Court or Federal court, for malfeasance in office, gross neglect of duty, or mental incompetence.

d. **Suspension by Tribal Council.** The Tribal Council may temporarily suspend a Director or Directors provided that such action shall only be effective if taken by an affirmative vote of a majority of the members then serving on the Tribal Council. Notwithstanding any other provision of these Articles, such suspension shall be effective immediately unless otherwise specified. Notwithstanding the language in Article 6.8 or any other provision of these Articles, the Tribal Council shall appoint the temporary Director or Directors who will fill the temporary vacancy created by the Council's suspension.

6.8 Vacancies. Whenever a Board seat becomes vacant in midterm for any reason, the vacancy promptly shall be filled in the manner described in Section 6.6, and the appointee shall hold office for the remainder of the term.

6.9 Voting; Presiding Officer. At all Board meetings at which a quorum is present, all matters shall be decided by a vote of the majority of the Directors present, except when a greater vote is required by these Articles, any By-Laws or Applicable Law. The Chair shall preside at each meeting; in his or her absence, the Vice-Chair shall preside. Each Director, including the Chair and Vice-Chair, shall be entitled to cast one vote on each matter before the Board.

6.10 Quorum. The presence in person, including telephonic participation under Section 6.14 and 6.17, of a majority of Directors then on the Board shall constitute a quorum for the transaction of any item of business at a Board meeting. A majority of those Directors present at a meeting at which there is no quorum may reschedule a meeting to a time when a quorum might be reached, provided that the follow up meeting must be scheduled within ten days of the original meeting.

6.11 Notice of Meetings. The Chair shall ensure that reasonable advance notice, but no less than 48 hours, of the time and place of every Board meeting shall be given to each Director, and to the Tribal Council Chairperson, by overnight mail, telefax or similar means, accompanied by an effort to provide simultaneous telephone notice. To the extent known, the notice shall also briefly describe the matters to be discussed at the meeting. Notice need not be given to a Director who waives notice either before or after the meeting or who participates in the meeting without timely objection as to notice. Notice need not be given of a meeting resumed after adjournment.

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If proper notice for a meeting is not given and such defective notice is not waived, such meeting shall not be considered a valid meeting for the purpose of conducting Board business. The foregoing notwithstanding, the Board may establish a schedule for regular meetings, for which no further notice is required. In the event that board notice is waived by the Directors for a meeting with less than 48 hours notice, Board action shall be limited to the express agenda items stated in the meeting notice, unless all Board member agree to modify the agenda.

6.12 Meetings. The Board shall meet at least monthly unless the Tribal Council authorizes less frequent meetings. In addition to such other meeting times that the Directors schedule, meetings shall be held , in January and June of each year, and once in April and once in October on the day preceding the regularly scheduled meeting of the Tribal Council for those months. The January meeting shall be considered the annual meeting of the Board. Prior notice of and invitation to attend the annual meeting shall be mailed to all members of the Tribe.

6.13 Other Meetings. Other meetings of the Board shall be held at times determined by the Board or when called by either the Chair of the Board or two Directors.

6.14 Meetings by Conference Call. In instances where it is impracticable to hold a Board meeting in person, the meeting may be conducted by telephonic conference call.

6.15 Tribal Council Attendance. Members of the Tribal Council and duly authorized representatives designated by the Tribal Council shall be entitled to attend and participate in discussions at any Board meeting including Executive Sessions, CEDCO Chief Executive Officer and senior management interviews and hiring deliberations and any Board event described in paragraph 6.21(a) of these Articles.

6.16 Action Without a Meeting. In instances where exigent circumstances prevent or render impracticable the holding of a Board meeting in person or by conference call, the Board may take action without a meeting if at least two-thirds of the Directors sign and file with the Secretary a memorandum showing the nature of the action taken, that at least two-thirds of the Directors then on the Board approve the action, and the position of the remaining Directors with respect to the action.

6.17 Telephonic Participation. A Director may participate in any Board meeting by means of conference telephone or similar communications equipment, which enables all Directors participating in the meetings to hear one another.

6.18 Record of Meetings. The Secretary shall keep, or cause to be kept, complete and accurate minutes and records of all meetings and records of all actions taken without a meeting under Section 6.16, copies of which promptly shall be furnished to Directors and the Tribal Council and its designated representatives. Minutes and records of CEDCO Board meetings and of actions taken without a meeting shall be confidential, and shall not be released to or reviewed

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by any party other than the CEDCO Board and the Tribal Council, and their respective designated representatives, without authorization, in writing, by the CEDCO Board.

6.19 Committees. The Board may from time to time establish committees of Directors having such responsibilities as the Board may determine, provided that the Board shall not delegate its powers or duties to any committee, Director or Officer. Members of the Tribal Council, and duly authorized representatives of the Tribal Council may attend committee meetings.

6.20 Directors Fee and Expenses. At rates set by the Tribal Council, a reasonable fee may be paid, and reasonable out-of-pocket expenses may be reimbursed, to the Directors for in-person or telephonic attendance at Board or committee meetings, provided that to the fullest extent possible, the Board shall endeavor to minimize the costs thereof. Such fees shall not be paid, however, to any Director who is otherwise receiving compensation for services from CEDCO.

6.21 Meetings and Communications with Tribal Council

a. **Notice of Meetings.** The Chair shall provide the Tribal Council and the Tribal Executive Director (or Acting Tribal Executive Director, if applicable) advance notice of all Board meetings, retreats, workshops and conference calls, including meetings to be held in executive session. The Chair shall ensure that the Tribal Council Chairperson receives actual advance notice of any such meetings, workshops, retreats and conference calls. The Board and CEDCO Managers shall attend Tribal Council meetings, staff retreats and workshops when requested by the Tribal Council Chairperson.

b. **Meeting Frequency, Protocol and Standards with Tribal Council.** CEDCO Board and Management will meet at least quarterly with the Tribal Council and Tribal Council's designees. The purpose of these meetings is to both facilitate communication that supports the Tribal Council in its oversight role of CEDCO and to promote harmony between Tribal and CEDCO goals. Communications will also foster understanding, acceptance and support between the Tribal Council and the Board and/or CEDCO management for the following:

- i. Tribal Council's strategic plan.
- ii. Tribal economic development plans and strategy
- iii. CEDCO's role in implementing Economic Development for the Tribe
- iv. Financial status of CEDCO
- v. Current status of major CEDCO projects which includes the positive and negative aspects of the projects

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- vi. Emerging issues for CEDCO
 - vii. Cash reserve status of CEDCO
 - viii. Problem solving processes that utilize Tribal Council input
 - viii. All issues that facilitate the Tribal Council's CEDCO Oversight role,
- c. All Board requests for meetings and workshops with Tribal Council will solicit Tribal Council input as to meeting time, date, location, and agenda items.
- d. Except as provided in these articles, CEDCO must not communicate with the General Council without first consulting with the Tribal Council; *provided*, that CEDCO may contact individual members of the General Council for legitimate employment, or other business matters that are not common to all General Council members.
- e. To help attain mutual goals, CEDCO will collaborate and share resources with the Coquille Tribal Administration.

Article 7. Officers

7.1 Principal Officers. The principal officers of CEDCO shall consist of a Chair of the Board (the “Chair”), a Vice-Chair, and a Secretary/Treasurer. The Chair is a designated position on the Board, as provided under Article 6 of these Articles. The Vice-Chair and the Secretary Treasurer shall be elected by the Board, subject to the approval of the Tribal Council, as described in Article 7.2 below.

7.2 Election and Term of Office.

- a. **CEO Shall Serve As Chair.** Subject to the other provisions of these Articles and Applicable Law, the Chief Executive Officer of CEDCO shall serve as Chair of the Board.
- b. **Election of the Vice-Chair and the Secretary / Treasurer.** The Vice-Chair and Secretary / Treasurer of CEDCO shall be elected annually by the Board at the annual meeting of the Board of Directors. The Board will submit its elected Vice-Chair and Secretary / Treasurer to the Tribal Council at the next Tribal Council meeting following the Annual Board meeting for approval. The Council's approval, to be valid, must be by formal motion or resolution. Such other officers and assistant officers as may be deemed necessary may be elected by the Board of Directors.

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c. All officers must be members of the Board of Directors. Each officer shall hold office until a successor shall have been duly appointed or elected and accept office, or until death, or until such officer shall resign or shall have been removed in the manner hereinafter provided

7.3 Resignation, Removal and Vacancies.

a. Resignation. The resignation of the Chair shall be governed by paragraph 6.5 of these articles. Any other officer may resign by delivering a written resignation to the Chair of the Board. A resignation shall be effective upon receipt, unless otherwise provided by the terms thereof.

b. Removal and Vacancies.

1. Chair. The removal and suspension of the Chair shall be governed by paragraph 6.7 of these articles. A vacancy in the Chair position shall be filled as provided in paragraphs 6.6 and 6.8 of these articles.

2. Other Officers. Any Officer may be removed by the Tribal Council, with or without cause. Whenever a position of officer becomes vacant for any reason, it shall be filled by the Tribal Council for the remainder of the term of the vacant office. Any officer elected by the Board of Directors may be removed by the Board of Directors.

7.4 Officer Compensation. Reasonable compensation and out of-pocket expense reimbursement may be provided to Officers.

7.5 Chair of the Board. If present, the Chair of the Board shall preside at the meetings of the Board of Directors. The Chair of the Board shall sign, with the Secretary/Treasurer of CEDCO or any other proper officer thereunto authorized by the Board of Directors, any contract or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be especially delegated by the Board of Directors. The Chair shall be responsible for ensuring effective communication between the Board and CEDCO management and the Tribal Council, in accordance with paragraphs 6.21 and 9.11 of these articles. The Chair of the Board shall perform such other duties as from time to time may be prescribed by the Board of Directors.

7.6 Vice Chair. In the absence of the Chair of the Board, or in the event of death, inability or refusal to act, the Vice-Chair shall perform the duties of the Chair of the Board and when so acting shall have all the powers and be subject to all the restrictions upon the Chair of the Board. The Vice-Chair shall perform such other duties as from time to time may be duly prescribed by the Board of Directors.

7.7 Secretary/Treasurer. The Secretary/Treasurer of CEDCO shall keep or cause to be kept the minutes of the meetings of the Board of Directors in one or more books provided for

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that purpose, see that all notices are duly given in accordance with the provisions of these Articles, and be custodian of CEDCO's records. The Secretary/Treasurer, with the Chair of the Board, shall sign any contract or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be especially delegated by the Board of Directors. The Secretary/Treasurer shall perform all the duties incident to the office of Secretary/Treasurer and such other duties as from time to time may be prescribed by the Board of Directors.

Article 8. Management

8.1 Chief Executive Officer. Subject to the requirements of these articles, including paragraph 6.15, above, the CEDCO Board, shall have the authority to hire a Chief Executive Officer,(CEO), who shall be subject to the formal approval of the Tribal Council at the next Tribal Council meeting after the Board proposes an individual for the position. . The Chief Executive Officer shall be charged with the overall responsibility for all CEDCO's operations and shall report to and be subject to the oversight of the CEDCO Board. The basic functions are as follows:

- a. Ensure that CEDCO operation and its economic enterprises are managed with efficiency and in accordance with standard acceptable business practices;
- b. Assist the Coquille Indian Tribe, as requested, with the development of economic development projects which support the Coquille Tribe's Self Sufficiency Program;
- c. Provide professional leadership and management services to the CEDCO Board;
- d. Develop and oversee the management structure of CEDCO and its economic enterprises; and,
- e. Provide short and long term financial goals and business plans to meet prescribed schedules.
- f. The CEO shall ensure that CEDCO complies with the requirement to collaborate and share resources with Tribal Administration as described in paragraph 6.21 (e).

8.2 The CEO shall serve subject to a written employment contract between CEDCO and CEO, which must be approved by the Tribal Council and filed with Secretary/Treasurer of the Tribal Council.

8.3 Termination or Suspension of CEO. Termination or suspension of the CEO's employment shall be by majority vote of the Board of Directors, which shall be subject to the approval of the Tribal Council by Resolution.

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8.4 Managers. Subject to the provisions of Tribal law and the Board-approved CEDCO Budget, the CEO shall have the authority to hire and supervise other general managerial personnel to oversee CEDCO projects and enterprises, as well as a Chief Financial Officer, subject to the approval of the Board.

Article 9. Operational Requirements

9.1 Deposit of Funds. All funds of CEDCO not otherwise invested or employed shall be deposited in banks or other reliable depositories or investment accounts insured under the FDIC or otherwise insured in a manner equivalent to FDIC coverage. No such account or depository shall exceed the amount of FDIC or comparable coverage, unless such uninsured excess is secured by a class or type of assets approved by the Board of Directors. Each such deposit and account shall be in the name of CEDCO.

9.2 Checks, Etc. All checks, drafts, other orders for payment of money, notes or other evidences of indebtedness, and securities or other valuable instruments, issued in the name of or payable to CEDCO, shall be signed or endorsed on behalf of CEDCO by the CEO or his or her designee or the Secretary/Treasurer, provided the Board may adopt more stringent signing or endorsement procedures.

9.3 Petty Cash Fund. A petty cash fund may be established. This fund may be used to pay expenses when necessity demands, and to pay obligations when it is not feasible to pay by check.

9.4 Solicitation of Funding. CEDCO shall be entitled to apply for grants or loans from the Tribe, Bureau of Indian Affairs, any other governmental or Tribal agency, or any non-governmental foundation, institution, business, or private individual. In any such application, CEDCO may identify itself as a distinct corporate enterprise of the Tribe.

9.5 Contracts. Except where Tribal Council authorization or approval is required by Applicable Law, when authorized by the CEDCO Board, the Board, the Chair of the Board or other Officers or agents of CEDCO may, in the name and on behalf of CEDCO, enter into contracts or execute and deliver other legal instruments. Such authorization may be general or confined to specific transactions.

9.6 Shares Held. Upon authorization by the Board, or, where required, by authorization of the Tribal Council, the Chair shall vote, represent and exercise on behalf of CEDCO, in person or by proxy, all right incident to any and all shares held by CEDCO in any corporation or other entity.

9.7 Insurance. Fire and casualty insurance on property owned by CEDCO and on property in which CEDCO has an insurable interest, general liability insurance, Directors and

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Officers liability insurance, and other appropriate insurance, shall be maintained in such amounts and with such deductibles as approved by the CEDCO Board.

9.8 Fiscal Year. The fiscal year of CEDCO shall be the calendar year.

9.9 Books and Records. There shall be maintained at the headquarters of CEDCO all financial books and records, all minutes of Board meetings, and all other material books, records, documents, correspondence and contracts. All such materials shall be made available at any reasonable time for inspection and copying by the Tribal Council, its duly authorized representatives, and any Director. Upon terminating office each Director, Officer, employee and agent of CEDCO shall turn over to his successor or the CEO, in good order, all monies, books, records, minutes, documents, contracts or other property of CEDCO in his custody or control.

9.10 Audit. Unless the Tribal Council authorizes a less rigorous financial review, within 120 days after the end of the CEDCO fiscal year an independent certified public accountant shall audit the books of CEDCO. All audit reports, related management letters and reports on internal control (or other less rigorous financial reports authorized by the Tribal Council) shall be submitted to the Board and the Tribal Council within six months after the end of the CEDCO fiscal year. In addition, CEDCO shall report to Tribal Council any significant matters resulting from the audit (or less rigorous financial review authorized by the Tribal Council) that are relevant to the Tribal Council in its Oversight role. CEDCO shall present the audit report (or less rigorous financial reports authorized by the Tribal Council) to the Tribal Council within nine months of the end of the CEDCO fiscal year.

9.11 Reports to Tribal Council. In addition to the requirements of paragraph 6.21 “Meetings and Communications with Tribal Council,” CEDCO shall provide quarterly written financial reports to the Tribal Council within forty-five days after the end of each calendar quarter. The Board shall also report to the Tribal Council regarding the financial status and business affairs of CEDCO in any format and frequency requested by the Tribal Council.

Article 10. Ownership, Reserves and Profits

10.1 Ownership. All assets acquired by CEDCO shall belong to CEDCO as a distinct corporate enterprise of the Tribe.

10.2 Payments to the Tribe. Revenues of CEDCO shall be paid to the Tribe pursuant to a memorandum of understanding (the “MOU”) with the Tribe.

10.3 Surplus Funds. Funds remaining after meeting the requirements under the MOU shall be transferred to the Tribe.

Article 11. Employment and Contracting Preference; At Will Employment

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CEDCO and its projects and enterprises shall, to the extent allowable under Applicable Law, accord the following hiring preferences to qualified and available candidates over other equally qualified applicants, in training and employment: First preference to Tribal members; if no Tribal member applicants, preference to Tribal member spouses; if no Tribal members or spouse applicants, preference to members of other Indian tribes. These preferences shall extend to all categories of employment at CEDCO and its projects and enterprises and shall include training for skilled employment and promotion to supervisory and managerial positions, and employee layoffs. In addition, preference shall be provided to qualified and available firms controlled by the Tribe or Tribal members, over other equally qualified applicants, in CEDCO and its projects and enterprises contracting and subcontracting. The foregoing notwithstanding, unless otherwise provided in a written employment contract, each employee shall be an at will employee.

**Article 12. Indemnification of Directors and Officers; Contracts with Directors;
Service of Directors in Other Capacities**

12.1 Indemnification. CEDCO shall defend, indemnify and hold harmless the Directors and Officers of CEDCO ("Indemnitees") from any demand, claim, action or other proceeding, for injury, loss, damage, obligation, assessment or penalty, and from any liabilities arising therefrom, and from all reasonable expenses, costs and fees (including reasonable attorney's fees whether incurred at trial or appeal, in bankruptcy proceedings, or otherwise) incurred in connection therewith, claimed or determined to result from the conduct by the Indemnitee of the business and affairs of CEDCO, provided, such conduct was performed by the Indemnitee in good faith and without recklessness, malice or fraudulent intent.

12.2 Contracts in Which Directors Have Interest. Any contract or other transaction between CEDCO and a Director or Officer, or between CEDCO and any member of a Director's or Officer's immediate family, or between CEDCO and any entity in which a Director or Officer is a stockholder, member, director, officer, agent or employee, or in which he is otherwise interested, shall be valid for all purposes, provided that: (a) such relationship or interest is previously fully disclosed to all other Directors and to the Tribal Council; (b) the Tribal Council approves the contract or transaction; and, (c) the interested Director or Officer refrains from participating in all Board action with respect to the contract or transaction.

12.3 [Reserved]

12.4 Contracts in Which CEDCO Managers Have Interest. Other than an employment contract for CEDCO to hire a manager to act as manager, any contract or other transaction between CEDCO and a Manager, or between CEDCO and any member of a Manager's immediate family, or between CEDCO and any entity in which a Manager is a stockholder, member, director, officer, agent or employee, or in which he is otherwise interested, shall be valid for all purposes, provided that: (a) such relationship or interest is previously fully disclosed to all Directors, and to the Tribal Council, and (b) the Directors approve the contract or transaction and,

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(c) the interested Manager refrains from participating in all Board action with respect to the contract or transaction. The Directors shall promptly report their determination to the Tribal Council.

Article 13. Dissolution

13.1 Methods of Dissolution

a. By Board. With the approval of the Tribal Council, CEDCO may be dissolved by the Board on the ground of business failure or failure to meet its Purpose or Goals.

b. By Tribal Council. The Tribal Council may initiate proceedings to dissolve CEDCO for cause in the following manner:

- i. The Tribal Council, by an affirmative vote of a majority of the members then serving on the Tribal Council, may issue a complaint ("Complaint") specifying and supporting one or more of the following grounds for dissolution:

serious and repeated violation by CEDCO of the Articles, By-Laws or Applicable Law; or

extended and substantial failure to make reasonable progress toward achievement of CEDCO's Purpose and Goals.

A true copy of the Complaint shall be delivered promptly to each Director.

- ii. Within 5 days of receipt of the Complaint, the Board shall deliver to the Tribal Chairperson a written response indicating in detail what action, if any, the Board has taken or will take to resolve or otherwise address the claims.
- iii. After 10 days have elapsed since delivery of the Complaint to the Board, if the Tribal Council by affirmative majority vote determines that the Response is inadequate or that there is still good cause for concern about the claims in the Complaint, the Tribal Council promptly shall conduct a meeting at which the Tribal Council shall take whatever actions it deems necessary, including dissolution, by an affirmative vote of a majority of the members then serving on the Tribal Council.

13.2 Winding Up of Affairs. Upon adoption of a resolution of dissolution under Subsections 13.1 (a) or 13.1 (b), CEDCO shall cease to conduct its affairs except as necessary for the winding up thereof, and the Board shall immediately cause a notice of the dissolution to be mailed to each known creditor of CEDCO and proceed to collect the assets of CEDCO and dispose of them in the manner provided in Section 13.3.

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13.3 Disposition of Assets. Upon the dissolution of CEDCO, its assets shall be disposed of in the following manner: first, the Board shall pay, or provide for payment of, all debts and liabilities of CEDCO; thereafter, the Board shall pay, convey, assign and otherwise distribute all remaining assets of CEDCO to the Tribe or its designees, as directed by the Tribal Council.

Article 14. Compliance with Applicable Law.

CEDCO, and its Directors, Officers, employees and agents while engaged in the business affairs of CEDCO, shall comply with all provisions of Applicable Law.

Article 15. Invalidity of Provision

If any provision of these Articles is found to be violative of Applicable Law, then that provision shall be considered null and void and these Articles shall otherwise remain in full force and effect.

Article 16. By-Laws

The Board may adopt, amend or repeal by-laws of CEDCO ("By-Laws"), provided that the By-Laws shall not contain provisions inconsistent with the provisions of these Articles or Applicable Law, and provided further that such bylaws are presented to the Tribal Council in advance of their adoption.

Article 17. Approval and Amendment

17.1 Approval of Articles. These Articles shall be issued and become effective upon their adoption by the Tribal Council by ordinance.

17.2 Amendment of Articles. These Articles may be amended by an affirmative vote of a majority of the members then serving on the Tribal Council. The Board may recommend amendments to the Tribal Council for the Council's consideration.

Dated: _____, 2009

Chairperson,
Coquille Indian Tribe

CERTIFICATION

I hereby certify that the above Seventh Amended and Restated Articles of Incorporation of the Coquille Economic Development Corporation were duly adopted by the Coquille Tribal Council by Resolution Number CY _____ the _____ day of _____, 2009.

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Secretary-Treasurer,
Coquille Tribal Council

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History of Amendments to the CEDCO Articles of Incorporation:

Approved: February 22, 1992

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Revised: May 18, 1996

First Amended and Restated: September 21, 1996

Second Amended and Restated: April 1, 1998

Amended: Third Amended and Restated: January 12, 2002

Adopted: Third Amended and Restated: February 23, 2002

Adopted: Fourth Amended and Restated: November 19, 2005

Adopted: Fifth Amended and Restated: August 25, 2007

Adopted: Sixth Amended and Restated: April 3, 2008