

**FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE COQUILLE CYBERWIRE CORPORATION**

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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 (the "Constitution"), pursuant to the Indian Reorganization Act of 1934 and the Coquille Restoration Act of 1989, hereby charters and establishes a corporation, the Coquille Cyberwire Corporation ("CCC"), a distinct Tribal corporation, wholly-owned by the Coquille Economic Development Corporation ("CEDCO"), and managed by its own Board of Directors, in order to pursue and implement economic development 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, Tribal and (if lawfully applicable) state constitutional provisions, statutes, ordinances, codes, resolutions, executive orders, administrative regulations and orders, and judicial decisions, now or hereafter in force, applicable to CCC, its property or activities, or its officials, employees or agents.

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

1.3 "Board of Directors" or "Board" means the board of directors of CCC, constituted under Article 5.

1.4 "By-Laws" means the by-laws of CCC, which may be adopted under Article 15.

1.5 "CCC" or "Corporation" means the Coquille Cyberwire Corporation, the corporation established by these Articles.

1.6 "CEDCO Board" means the board of directors of the Coquille Economic Development Corporation, constituted under Article 5 of the CEDCO's articles of incorporation.

1.7 "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 Indian Tribe.

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1.8 "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, which restored the rights and privileges of the Tribe as a federally recognized Indian tribe.

1.9 "Director" means a member of the Board.

1.10 "Goals" means the goals of CCC, as described in Section 3.2.

1.11 "Officer" means an officer of CCC appointed under Article 6: the Chairman of the Board, Vice Chairman and Secretary/Treasurer of CCC.

1.12 "Purpose" means the purpose for which CCC is organized and shall operate, as described in Section 3.1.

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

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

1.15 "Tribe" means, and **"Tribal"** refers to, the Coquille Indian Tribe recognized and restored by the Restoration Act. 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.

Article 2. Name, Attributes, Duration and Location

2.1 Name. The official name of the Corporation shall be the Coquille Cyberwire Corporation ("CCC").

2.2 Attributes. CCC is a distinct corporate enterprise of the Tribe and is wholly owned by CEDCO. CCC 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 3.3.1. As sole shareholder of CCC, CEDCO shall not be liable for any debts, liabilities or other obligations of CCC.

2.3 Duration. The duration of CCC shall be perpetual, unless dissolved by the Tribal Council under Tribal law, by the CEDCO Board or the Board under Article 12.

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

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Article 3. Status, Purpose, Goals, Powers and Limitations

3.1 Status and Purpose. CCC shall have the status of and shall serve as an instrumentality for holding a membership interest in a telecommunications venture and implementing various economic development initiatives, projects or investments. In such capacity, CCC shall conduct its affairs for the exclusive overall purpose of improving the economic condition and circumstances of the Tribe and its members ("Purpose").

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

- a. assume the position of equity owner, investor, member or manager in Tribal One LLC as well as in other sound and profitable economic development initiatives, projects and investments;
- b. earn a reasonable profit;
- c. earn sufficient revenue to repay any funds advanced to it by CEDCO, pay its own operating expenses and capital obligations, accumulate reasonable reserves for economic development, and, as provided in Sections 9.2 and 9.3, allocate surplus funds for dividends and distributions to CEDCO; and
- d. engage in any other activities necessary or desirable for the accomplishment of the foregoing Goals.

3.3 Powers. Subject to the limitations set forth in Section 3.4 and the provisions of Applicable law under such terms and conditions as the Board may establish, CCC is authorized, acting through its Board, to:

- a. create and issue shares of stock to CEDCO, all of which shall be non-transferable as limited by Article 4;
- b. acquire, own hold, use and manage personal property, including items provided to CCC by the CEDCO or the Tribe.
- c. sell, lease, pledge, and otherwise transfer or dispose of personal property;
- d. acquire, own, hold, use, develop and manage property or interests therein, including property provided to CCC by CEDCO or the Tribe by lease or other means;

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- e. 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 for 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 CCC, but not the Tribe or CEDCO, being sued in courts or to have claims against it resolved through arbitration, provided the exercise of this power shall not be considered a consent to the execution or levy of any judgment, lien, garnishment or attachment upon any rights or property of CCC other than those specifically pledged or mortgaged as security for the underlying obligation;
- 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, provided that all such subsidiaries shall be Tribally-chartered as provided in paragraph 3.4 below;
- 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 CCC;
- 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; and
- 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.

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- 3.4 Limitations.** CCC may not:
- a. expressly, impliedly, or otherwise through its status or activities, subject the Tribe or CEDCO 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 or CEDCO;
 - c. dispose of, mortgage, or otherwise encumber real or personal property of the Tribe or CEDCO except that CCC may grant a leasehold mortgage or other security interest in CCC's leasehold interest in any lease of real or personal property of the Tribe or CEDCO to CCC;
 - d. waive any right of the Tribe or CEDCO or release any obligation owed to the Tribe or CEDCO;
 - e. waive any other rights, privileges or immunities of the Tribe or CEDCO; or
 - f. exercise any authority other than that authorized by these Articles or by resolution of the Tribal Council.

Article 4. Shareholder

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

Article 5. Board of Directors

The business and affairs of CCC shall be managed by the Board of Directors in accordance with the following provisions:

5.1 Number. The Board shall consist of at least five, but no more than seven, members ("Directors"), appointed by the CEDCO Board as provided in Section 5.6.

5.2 Qualifications. Notwithstanding any other provision of these Articles, at all times a majority of the Board of Directors shall be members of the Coquille Indian Tribe. Each Director must be experienced in business matters, which would benefit the Coquille Indian Tribe.

5.3 Terms of Office. Each Director shall serve a three-year term and shall hold office until his/her successor has assumed office, provided that the Board appointed by the CEDCO Board on October __, 2001, shall have the terms of office set forth in Section 5.4.

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5.4 Board. The Board shall consist of the following Directors, whose terms shall be set by the CEDCO Board and shall expire on the dates as set-forth below:

Effective as of October __, 2001		Expiration Date
Position 1	Ken Smith	09/26/2002
Position 2	Gary Anderson	09/26/2002
Position 3	Joan Metcalf	09/26/2001
Position 4	Michele Burnette	09/26/2001
Position 5	Jason Younker	09/26/2003

Notwithstanding the foregoing, the CEDCO Board may appoint interim Board members as it deems necessary.

5.5 Resignation. Any Director may resign by delivering a written resignation to the Chairman of the Board or Secretary/Treasurer. A resignation shall be effective upon receipt, unless otherwise provided by the terms thereof.

5.6 Appointment. In the event of a vacancy for any reason, the CEDCO Board, by resolution shall appoint another qualified person to the Board by the following process.

a. When a vacancy comes open on the Board, CCC shall notify the Tribal membership. All nominations for Board members shall be made by Tribal members, and shall be submitted to the CCC Board.

b. The Board then will conduct the screening of all potential candidates and send the finalists to the CEDCO Board for final action. Submission of the finalists to the CEDCO Board in the event of a foreseen vacancy (e.g., expiration of a term) shall be done prior to the vacancy occurring. In the event of an unforeseen vacancy, the Board shall submit the finalists to the CEDCO Board promptly, but no longer than 90 days after becoming aware of the vacancy. If the finalists are not submitted within these timeframes, the CEDCO Board may directly appoint the individual to fill the vacancy.

c. The CEDCO Board will consider the finalists submitted by the Board and either choose one of the finalists to fill the position or disapprove of all the finalists. If the CEDCO Board disapproves of all the finalists, the Board shall solicit new nominations, conduct another screening of potential candidates, and submit the finalists to the CEDCO Board for final action. The CEDCO Board again may choose one of the finalists or disapprove of all. If the CEDCO

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Board disapproves during this second round, the CEDCO Board shall then proceed to select on its own the individual to fill the position.

5.7 Removal. A Director shall be removed in the following circumstances:

a. By Board. The Board on its own initiative, by affirmative vote of two-thirds of the Directors then sitting on the Board may (i) remove any Director or (ii) suspend any Director for a single period during the Director's term of no more than 30 successive days subject to the approval of the CEDCO Board.

b. By CEDCO Board. The CEDCO Board 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 serving on the CEDCO Board.

c. By Tribal Council. 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 serving on the Tribal Council.

d. 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

e. By Court. A Director may be removed by order of a court of competent jurisdiction, for malfeasance in office, gross neglect of duty, or mental incompetence.

f. Suspension by CEDCO Board. The CEDCO Board 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 CEDCO Board. Notwithstanding any other provision of these Articles, such suspension shall be effective immediately unless otherwise specified. Notwithstanding the language in Article 5.8 or any other provision of these Articles, the CEDCO Board shall appoint the Director or Directors who will fill the temporary vacancy created by the CEDCO Board's suspension.

g. 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 5.8 or any other provision of these Articles, the CEDCO Board shall appoint the Director or Directors who will fill the temporary vacancy created by the Council's suspension.

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5.8 Vacancies. Whenever a Board seat becomes vacant in midterm for any reason, the vacancy promptly shall be filled in the manner described in Section 5.6, and the appointee shall hold office for the remainder of the term.

5.9 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 Chairperson shall preside at each meeting; in his absence, the Vice-Chairperson shall preside. Each Director, including the vice-chairperson, shall be entitled to cast one vote on each matter before the Board. The chairperson shall vote only in case of a tie.

5.10 Quorum. The presence in person, including telephonic participation under Section 5.14 and 5.17, 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 set-over the meeting from time to time for a period not exceeding ten days in any one case, in order to obtain a quorum for that meeting. If a meeting is so adjourned and set-over, and a quorum is obtained at the set-over meeting, the initial date of the set-over meeting shall relate back to the date of the first meeting.

5.11 Notice of Meetings. Reasonable advance notice, but no less than 48 hours, of the time and place of every Board meeting shall be given to each Director, to the CEDCO Board, and to the Tribal 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. 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.

5.12 Quarterly Meetings. The Board shall meet at least four times a year, twice a year on the Reservation, 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.

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

5.14 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 in which all participants can hear each other and participated in.

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5.15 CEDCO Board Attendance. Members and duly authorized representatives designated by the CEDCO Board shall be entitled to attend any Board meeting.

5.16 Tribal Council Attendance. Members and duly authorized representatives designated by the Tribal Council shall be entitled to attend any Board meeting.

5.17 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 all 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.

5.18 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.

5.19 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 5.16, copies of which promptly shall be furnished to any Director, the CEDCO Board or the Tribal Council on request. Minutes and records of CCC Board meetings and of actions taken without a meeting shall be confidential, and shall not be released to or reviewed by any party other than the CCC Board, the CEDCO Board and the Tribal Council, and their respective designated representatives, without authorization, in writing, by the CCC Board.

5.20 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.

5.21 Directors Fee and Expenses. At rates set by the Board, subject to the approval of the CEDCO Board, a reasonable fee may be paid, and reasonable out-of-pocket expenses may be reimbursed, to the Directors for in-person 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 CCC.

Article 6. Officers

6.1 Principal Officers. The principal officers of CCC shall consist of a Chairman of the Board, a Vice-Chairman, a Secretary/Treasurer, each of whom shall be elected by the Board, subject to the approval of the CEDCO Board, as described in Article 6.2 below.

6.2 Election and Term of Office. The officers of CCC shall be elected annually by the Board at the annual meeting of the Board of Directors. The Board will submit its elected officers to the CEDCO Board at the next CEDCO Board meeting following the Annual Board meeting for

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approval. The CEDCO Board 's approval, to be valid, must be by formal motion. Such other officers and assistant officers as may be deemed necessary may be elected by the Board of Directors. The Chairman of the Board and the Vice-Chairman shall be members of the Board of Directors. Each officer shall hold office until a successor shall have been duly elected and accept office, or until death, or until such officer shall resign or shall have been removed in the manner hereinafter provided

6.3 Resignation, Removal and Vacancies. Any officer may resign by delivering a written resignation to the Chairman of the Board. A resignation shall be effective upon receipt, unless otherwise provided by the terms thereof. Any Officer may be removed by the CEDCO Board, with or without cause. Whenever a position of officer becomes vacant for any reason, it shall be filled by the CEDCO Board 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.

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

6.5 Chairman of the Board. If present, the Chairman of the Board shall preside at the meetings of the Board of Directors. The Chairman of the Board shall sign, with the Secretary/Treasurer of CCC 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 Chairman of the Board shall perform such other duties as from time to time may be prescribed by the Board of Directors.

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

6.7 Secretary/Treasurer. The Secretary/Treasurer of CCC shall keep or cause to be kept the minutes of the meetings of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Articles, and be custodian of CCC's records. The Secretary/Treasurer, with the Chairman 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 Chairman of the Board and Board of Directors.

Article 7. Management

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7.1 Chief Executive Officer. The CCC Board shall have the authority to hire a Chief Executive Officer, (CEO), which shall be subject to the formal approval of the CEDCO Board at the next CEDCO Board meeting after the Board selects an individual for the position. The Chief Executive Officer shall be charged with the overall responsibility for all CCC's operations and shall report to and be subject to the oversight of the CCC Board. The basic functions are as follows:

- a. Ensure that CCC 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 Indian Tribe's Self Sufficiency Program;
- c. Provide professional leadership and management services to the CCC Board;
- d. Develop and oversee the management structure of CCC and its economic enterprises;
and,
- e. Provide short and long term financial goals and business plans to meet prescribed schedules.

The CEO shall serve at the pleasure of the CCC Board, subject to any written employment contract between CCC and CEO which must be approved by the CEDCO Board and filed with Secretary/Treasurer of the CEDCO Board.

7.2 Managers. The CEO shall have the authority to hire other general managerial personnel to oversee CCC projects and enterprises, as well as a Chief Financial Officer, subject to the approval of the Board.

Article 8. Operational Requirements

8.1 Deposit of Funds. All funds of CCC 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. Each such deposit and account shall be in the name of CCC.

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

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8.3 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.

8.4 Solicitation of Funding. CCC 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, CCC may identify itself as a distinct corporate enterprise, wholly owned by CEDCO and chartered under the laws of the Tribe.

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

8.6 Shares Held. Upon authorization by the Board, or, where required, by authorization of the CEDCO Board, the Chairman, or any other Board member authorized by the Board, shall vote, represent and exercise on behalf of CCC, in person or by proxy, all right incident to any and all shares held by CCC in any corporation or other entity.

8.7 Insurance. Fire and casualty insurance on property owned by CCC and on property in which CCC has an insurable interest, general liability insurance, Directors and Officers liability insurance, and other appropriate insurance, shall be maintained in such amounts and with such deductibles as approved by the CCC Board.

8.8 Fiscal Year. The fiscal year of CCC shall be the calendar year.

8.9 Books and Records. There shall be maintained at the headquarters of CCC 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 CEDCO Board and the Tribal Council, their duly authorized representatives, and any Director. Upon terminating office each Director, Officer, employee and agent of CCC shall turn over to his successor or the CEO, in good order, all monies, books, records, minutes, documents, contract or other property of CCC in his custody or control.

8.10 Audit. Unless the Tribal Council authorizes a less rigorous financial review, within 120 days after the close of the CCC fiscal year an independent certified public accountant shall audit the books of CCC. All review and audit reports and related management letters (or other less rigorous financial reports authorized by the Tribal Council) shall be submitted to the Board, the CEDCO Board and the Tribal Council within thirty days of the completion of the audit. All audit adjustments shall be settled by the Board in full consultation with the CEDCO Board and the Tribal Council. CCC shall publish an annual financial report to the Tribal membership within six months of the close of the CCC fiscal year.

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8.11 Reports to Tribal Council. CCC shall provide quarterly written financial reports to the CEDCO Board and the Tribal Council, and shall provide a detailed, written annual financial report to the CEDCO Board and the Tribal Council by May 31 of each year. In addition, on request of the CEDCO Board or the Tribal Council, the Board shall report to the CEDCO Board or the Tribal Council regarding the financial status and business affairs of CCC.

Article 9. Ownership, Reserves and Profits

9.1 Ownership. All assets acquired by CCC shall belong to CCC as a distinct corporate enterprise of the Tribe wholly owned by CEDCO.

9.2 Reserve Fund. The Board shall establish a reserve fund and shall deposit therein or otherwise allocate thereto that portion of the net earnings of CCC it deems necessary or appropriate to perpetuate operations, meet obligations, maintain property, provide for expansion or diversification of operations, and meet contingencies. The remaining balance of net earnings ("Surplus Funds") shall be distributed as provided in Section 9.3.

9.3 Dividends from Surplus Funds. All Surplus Funds shall be paid as a dividend or otherwise distributed to CEDCO within a reasonable time, but not to exceed thirty days, after the close of CCC's fiscal year, or more frequently if feasible in the judgment of the Board.

Article 10. Employment and Contracting Preference; At Will Employment

CCC and its projects and enterprises shall 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 CCC and its projects and enterprises and shall include training for skilled employment and promotion to supervisory and managerial positions. In addition, preference shall be provided to qualified and available firms controlled by the Tribe or Tribal members, over other equally qualified applicants, in CCC 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 11. Indemnification of Directors and Officers; Contracts with Directors;
Service of Directors in Other Capacities**

11.1 Indemnification. CCC shall defend, indemnify and hold harmless the Directors and Officers of CCC ("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

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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 CCC, provided, such conduct was performed by the Indemnitee in good faith and without recklessness, malice or fraudulent intent.

11.2 Contracts in Which Directors Have Interest. Any contract or other transaction between CCC and a Director or Officer, or between CCC and any member of a Director's or Officer's immediate family, or between CCC 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; (b) the Board 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.

11.3 Service of Directors in Other Capacities. Services as Director shall not, in and of itself, disqualify the Director from serving CEDCO or the Tribe, or any instrumentality of CEDCO or the Tribe, in other capacities, provided that a Director may not serve as an employee or an independent contractor of CCC.

Article 12. Dissolution

12.1 Methods of Dissolution

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

b. By CEDCO Board. CCC may be dissolved by the CEDCO Board on the ground of business failure or failure to meet its Purpose or Goals.

c. By Tribal Council. The Tribal Council may initiate proceedings to dissolve CCC 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 CCC of the Articles, By-Laws or Applicable Law; or

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

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

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THE COUILLE CYBERWIRE CORPORATION**

- 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.

12.2 Winding Up of Affairs. Upon adoption of a resolution of dissolution under Subsections 12.1 (a), 12.1 (b) or 12.1 (c), CCC 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 CCC and proceed to collect the assets of CCC and dispose of them in the manner provided in Section 12.3.

12.3 Disposition of Assets. Upon the dissolution of CCC, 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 CCC; thereafter, the Board shall pay, convey, assign and otherwise distribute all remaining assets of CCC to the CEDCO or its designees, as directed by the CEDCO Board.

Article 13. Compliance with Applicable Law.

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

Article 14. 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 15. By-Laws

The Board may adopt, amend or repeal by-laws of CCC ("By-Laws"), provided that the By-Laws shall not contain provisions inconsistent with the provisions of these Articles or applicable Law.

Article 16. Approval and Amendment

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

16.2 Amendment of Articles. These Articles may be amended by an affirmative vote of a majority of the members then serving on the CEDCO Board. The Board may recommend amendments to the CEDCO Board for the CEDCO Board's consideration. If the amendments are approved by the CEDCO Board, the CEDCO Board may recommend amendments to the Tribal Council for the Tribal Council's consideration. Such amendments shall be issued and become effective upon their approval and adoption by the Tribal Council by resolution.

Dated: _____, 2001

Chairperson,
Coquille Indian Tribe

CERTIFICATION

I hereby certify that the above Articles of Incorporation of the Coquille Cyberwire Corporation were duly adopted by the Coquille Tribal Council by Ordinance Number 213 the 10th day of June 2010.

Secretary-Treasurer
Coquille Tribal Council

**FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
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Approved August 14, 2001 Resolution CY0146
Adopted September 21, 2001 Resolution CY1055
Amended August 22, 2009 Resolution CY09122
Adopted June 10, 2010 Resolution CY1057