

**MARCH __, 2025 SPECIAL SESSION
CROW TRIBAL LEGISLATURE**

JOINT ACTION RESOLUTION NO. JAR 25-__

**INTRODUCED BY FRANK WHITECLAY, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH**

**JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE CROW
TRIBAL EXECUTIVE BRANCH ENTITLED:**

**“FINAL APPROVAL OF THE CERTIFICATES OF ORGANIZATION AND ARTICLES
OF OPERATION OF MEDICINE ROCK HOLDINGS, LLC, ARROWHEAD
MOUNTAIN SERVICES, LLC AND LOST CREEK LENDING, LLC”**

WHEREAS, under Article V, Section 2(a) of the Constitution, the Legislative Branch has the power and the duty to promulgate and adopt laws, resolutions, ordinances, codes, regulations, and guidelines in accordance with the Constitution and federal laws for the governance of the Crow Tribe, providing for the manner of sale disposition, lease, or encumbrance of Tribal assets and providing for the licensing of members and non-members for various purposes; and

WHEREAS, under Article V, Section 2(c) of the Constitution, the Legislative Branch has the power and the duty to adopt legislation chartering instrumentalities of the Crow Tribe for the purposes of economic development, housing, education, or other purposes not inconsistent with the Constitution; and

WHEREAS, under Article V, Section 2(f) of the Constitution, the Legislative Branch has the power and the duty to "grant final approval or disapproval of limited waivers of sovereign immunity by the Executive Branch when waivers are necessary for business purposes provided that a process for such approval or disapproval may be established by legislation"; and

WHEREAS, the Legislature has enacted, and the Chairman of the Executive Branch has approved the Apsaalooke Limited Liability Company Act, CLB07-06, in order to promote economic development for the Crow Tribe and its members, to raise the standard of living and education for all Tribal members, and to obtain the highest value possible for the Tribe's land and natural resources, which authorizes the formation of Tribally-owned LLCs, under Tribal law, for managing the Tribe's business activities separate from the affairs of Tribal Government, with the ability to enter into legally-binding contracts and commercial relationships without the need for Tribal Government action; and

WHEREAS, opportunities exist to create, manage and operate the Tribe's consumer lending, health coding and billing, propane delivery and service, and other for-profit business-

related opportunities, providing economic development within the Crow Indian Reservation, and creating employment opportunities for Tribal citizens;

WHEREAS, in order to obtain the highest value for the Tribe's financing and business management opportunities, it is necessary and desirable that the Tribe form and operate multiple limited liability companies (including wholly-owned subsidiaries) and other tribally-owned entities that will contract and work with outside entities for the purposes of developing the Crow Tribe's financial and business management opportunities, and conducting other business activities in the best interests of the Crow Tribe;

NOW THEREFORE, BE IT RESOLVED BY THE LEGISLATURE AND THE EXECUTIVE BRANCH OF THE CROW TRIBE, THAT:

Section 1. The Certificates of Organization and the Articles of Operation of Medicine Rock Holdings, LLC (the "Parent Company") and its Subsidiaries, Arrowhead Mountain Services, LLC, Lost Creek Lending, LLC, attached hereto and incorporated herein by reference, are hereby approved.

Section 2. The Parent Company and its Subsidiaries are vested with all the powers, duties, and privileges conferred on such limited liability companies by the Apsaalooke Limited Liability Company Act, including the authority to grant limited waivers of their sovereign immunity in accordance with the Act and their Articles of Operation.

Section 3. The Organizer is authorized to file the Parent Company's and Subsidiaries' Certificates of Organization and Articles of Operation with the Office of the Secretary of the Executive Branch, and thereafter to organize and conduct such business as is authorized under the Act and the Articles of Operation.

Section 4. This Resolution shall be effective immediately upon its enactment and approval by the Chairman of the Executive Branch.

[Remainder of page left blank intentionally.]

CERTIFICATION

I hereby certify that this Joint Action Resolution granting “**FINAL APPROVAL OF THE CERTIFICATES OF ORGANIZATION AND ARTICLES OF OPERATION OF MEDICINE ROCK HOLDINGS, LLC, ARROWHEAD MOUNTAIN SERVICES, LLC AND LOST CREEK LENDING, LLC**” was duly approved in a Special Session by the Crow Tribal Legislature with a vote of ____ in favor, ____ opposed, and ____ abstained and that a quorum was present on this ____ day of February 2025.

Senator Dean Don’t Mix,
Speaker of the House
Crow Tribal Legislature

ATTEST:

Senator Charla Takes Enemy,
Secretary of the House
Crow Tribal Legislature

EXECUTIVE ACTION

I hereby

_____ approve,

_____ veto

this Joint Action Resolution granting “**FINAL APPROVAL OF THE CERTIFICATES OF ORGANIZATION AND ARTICLES OF OPERATION OF MEDICINE ROCK HOLDINGS, LLC, ARROWHEAD MOUNTAIN SERVICES, LLC AND LOST CREEK LENDING, LLC**” pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 and Article IV, Section 3(k) of the Constitution and Bylaws of the Crow Tribe of Indians on this ____ day of March 2025.

Frank White Clay, Chairman
Executive Branch
Crow Tribe of Indians

ARTICLES OF OPERATION
OF
MEDICINE ROCK HOLDINGS, LLC
A CROW TRIBE
LIMITED LIABILITY COMPANY
APRIL __, 2025

These Articles of Operation (“Agreement”) are effective upon approval by the Parties. The Parties to this Agreement are the CROW TRIBE, the sole member of MEDICINE ROCK HOLDINGS, LLC (“MRH”), a Crow Tribe Limited Liability Company.

ARTICLE 1

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein);

1.1 “Articles of Organization” shall mean the Articles of Organization of the Company as filed with the Crow Tribe Secretary, as may be amended from time-to-time.

1.2 “Business” shall mean any and all activities to support Tribal economic development organized by MRH, and such other business activities as may be hereafter agreed upon by the Member and Manager.

1.3 “Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by the Member whenever made. “Initial Capital Contribution” shall mean the initial contribution of the Member to the Capital of the Company pursuant to this Agreement. “Additional Capital Contribution” shall include all Capital Contributions to the Company not including any other Person or Entity’s Initial Capital Contribution.

1.4 “Code” means the Apsaalooke Limited Liability Company Act, as amended from time to time, and any successor code adopted by the Crow Tribe.

1.5 “Company” shall mean MEDICINE ROCK HOLDINGS, LLC.

1.6 “Distributable Cash” shall mean all cash, revenues, and funds received by the Company, less all operating expenses and other amounts required to be paid or set aside by the Company.

1.7 “Manager” shall mean the Board authorized by the Parties to act as Manager for the Company.

1.8 “Member” shall mean the CROW TRIBE.

1.9 “Membership Interest” shall mean the Member’s entire interest in the Company including the Units the Member owns, the economic interest associated with such Units, the right to vote associated with such Units, and such other rights and privileges the Member enjoys by being a Member.

1.10 “Notice” shall mean written notice, actually or deemed given pursuant to Section 11.5 or Section 11.6.

1.11 “Party” shall mean the Member and MRH.

1.12 “Percentage Economic Interest” shall mean one hundred percent (100%).

1.13 “Percentage Membership Interest” shall mean one hundred percent (100%).

1.14 “Person” shall mean the Member, any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

1.15 “Units” shall be the measure by which each holder’s Percentage Economic Interest and Percentage Membership Interest is determined.

1.16 “Vote” includes not only casting a vote at a meeting but also the receipt of sufficient written consents (by facsimile, electronic mail, courier, or otherwise) to adopt a measure if presented at a meeting.

ARTICLE 2

FORMATION OF COMPANY

2.1 Formation. The CROW TRIBE, as its sole member, organized the Company, by delivering Articles of Organization to the Secretary of the Crow Tribe Executive Branch pursuant to the requirements of the Code.

2.2 Name. The name of the Company is MEDICINE ROCK HOLDINGS, LLC.

2.3 Principal Place of Business. The principal place of Business of the Company is 306 Makpua Avenue; Pryor, MT 59066. The Company may locate its headquarters, location of business, and registered office at any other place or places as deemed advisable by the Parties.

2.4 Term. The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with the provisions of the Articles of Organization, this Agreement, or the Code.

ARTICLE 3

BUSINESS OF THE COMPANY

The Company is authorized:

(a) To accomplish any lawful business whatsoever or which shall at any time appear conducive to or expedient for the protection or benefit of the Company, including but not limited to, the Company’s Business and assets;

(b) To exercise all other powers necessary to or reasonably connected with the Company’s Business which may be legally exercised by limited liability companies pursuant to the Code; and

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing. The Company is authorized to represent its interests and those of its subsidiaries,

but all other interests are expressly reserved to the Crow Tribe Executive Branch and Crow Tribe Legislature.

ARTICLE 4

NAME AND ADDRESS OF THE MEMBER

The name of the Member is the CROW TRIBE. The Member's address is P.O. Box 159, 43 Heritage Lane, Crow Agency, Montana 59022. Member(s) may be modified in the future.

ARTICLE 5

RIGHTS AND DUTIES OF MANAGER

5.1 Management. The daily Business and affairs of the Company shall be managed exclusively by the Board as the Manager. The Manager shall have full and complete authority, power and discretion to manage and control the daily business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the daily management of the Company's business. The Manager is authorized to execute and deliver, for and on behalf of the Company, such agreements or instruments as the Manager may deem necessary or desirable, all on such terms and conditions as it may deem necessary or desirable, and the execution of such agreements, instruments, contracts or other documents by the Manager shall be sufficient to bind the Company. The Manager shall act in all respects in a commercially reasonable manner and in the best interests of the Crow Tribe's interests in: (a) maximizing the Company's government revenue generation as an arm of the Crow Tribe and (b) creating sustainable good-paying jobs for the Crow Tribe, in conducting its duties as Manager, including but not limited to its exercises in setting salaries, community donation policies, and interacting with federal, state or other governmental officials on behalf of the Company and its subsidiaries; provided that:

Commented [JW1]: Added this language back in to be consistent with new 5.1(a) inserted by Dennis.

(a) Setting of salaries, making community donations, and taking any other action of the Manager that would impact the amount of revenue generated for distribution to the Member, must be completed pursuant to the Manager's internal policies that have been approved by the Crow Tribe Legislative Branch, pursuant to a duly enacted Legislative Resolution;

(b) The Crow Tribe must approve the creation of all subsidiary companies by Joint Action Resolution, pursuant to the Crow Tribal Constitution and Bylaws, and applicable [Tribal](#) laws, rules and regulations; and

(c) The Manager shall not act as the Crow Tribe's representative in any matter other than online lending, including State and Federal legislative matters, unless temporarily delegated such authority in a written instrument, that defines the scope and term of such delegated authority, and is signed by the Chairman of the Executive Branch.

5.2 Number, Tenure and Qualifications.

(a) The Company shall have one Manager, the Board. The Board shall consist of six (6) voting members who are citizens of the Crow Tribe, one chosen from each District of the Crow

~~Reservation by the Chairman of the Executive Branch and confirmed by the Legislature; the seventh member of the Board is the Chair of the Economic Development Committee of the Crow Tribe Legislative Branch, or his/her authorized designee, who shall vote only to break an existing tie vote and one non-voting advisor with relevant industry experience (for example, in law, business, finance, banking) to assist the Board in carrying out the business of the Company, and such non-voting advisor may be, but is not required to be, a citizen of the Crow Tribe. If the Chairman of the Executive Branch fails to recommend the Board appointees within ninety (90) calendar days of a vacancy, the Representatives from each dDistrict shall appoint a dDistrict representative to serve as a member of the herein established Board from each dDistrict, subject to confirmation by the full HLegislature. The advisor shall not have voting rights on the Board. Because there is an even number of Board members, any tie vote of the Board shall result in no action.~~

(b) The Board members shall serve three-year terms, and may serve continuously subject to renomination by the Chairman and approval by the Legislature every three years. Any Board member must be able to pass relevant industry background check standards (including no financial crimes, no felonies, and no civil liability debt-related judgments or litigation) and possess relevant business and professional experience. The initial Board members' terms shall be staggered to ensure continuity on the Board as set forth in Paragraph 5(2)(c) below.

(c) The initial Board members and initial terms are:

- (1) Big Horn – Karen Yarlott (3-Year Term)
- (2) Valley of the Chiefs – Holly Oldcrow (3-Year Term)
- (3) Arrow Creek – Jolene Killspettyenemy (2-Year Term)
- (4) Black Lodge – Brenda Prettypaint (2-Year Term)
- (5) Reno – Hamley Realbird (1-Year Term)
- (6) Mighty Few – ~~Joree Lafrance~~ Cynthia Pretty On Top (1-Year Term)

The Board shall also include an At Large Advisor– Terry Brockie (Aaniiih) (3-Year Term), who shall be a non-voting advisor

(d) Board Members shall serve until a replacement is approved for his or her seat, even if his or her term has expired. This ensures continuity and stability of the Company. The Board shall select Chairperson every year after new board members are appointed, confirmed, and seated.

(e) After the initial appointments certified herein, all vacancies shall be filled in the same manner as identified in the preceding paragraph (b). All nominees shall have the qualifications set forth in Paragraph 5(2)(b) above. Sixty days prior to the conclusion of any Board member's term, the Board may recommend to the Executive Branch that the Board member continue in that role for another term, or provide suggestions for replacement board members, but

Commented [JW2]: We need to keep these qualifications in order for the Company to comply with various loan and vendor diligence requirements.

the authority to make the final selection of a nominee shall be reserved to the Chairman, subject to final confirmation by the Legislature.

(f) A Board member may be removed by a majority vote of the Board for: (1) misconduct in office; (2) development of a legal, ethical or economic conflict of interest, or (3) unexcused absences for regular Board meetings for three consecutive regular Board meetings.

(g) The Board may adopt its own Bylaws in its discretion. The Board is empowered to waive the sovereign immunity of the Company and any entity the Company owns or manages in a form substantially similar to that approved by the legislature in 2025. The Board is not empowered to waive the sovereign immunity of the Crow Tribe or any other Crow Tribe entity other than the Company and any subsidiary entity of the Company. The Board may adopt such policies as the Board believes benefit the Company; provided that any new or amended bylaw, rule, or policy establishing compensation for board members must be approved by the Crow Tribe, pursuant to a duly enacted Joint Action Resolution.

(h) The initial executives of the Company are:

- (1) Isaiah Hugs, Chief Executive Officer
- (2) Kimberly Beth Iron, Chief Financial Officer

(i) Any action that may be taken by the Manager at a meeting may be taken without a meeting if such action is approved in writing by the Manager. Records of all actions taken without a meeting, including the written consents, shall be maintained by the Manager.

5.3 Indemnity of the Manager, Officers, Employees and Other Agents.

(a) The Company shall indemnify the Manager and make advances for expenses to the maximum extent permitted under Code. The Company shall indemnify its officers, employees and other agents who are not the Manager and make advances for expenses to the maximum extent permitted under Code and as approved by the Manager.

(b) The Company shall indemnify the Manager, and if approved by the Manager, the officers, employees, or agents of the Company, for and hold them harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Business and the preservation of the Business and the Company's property, or by reason of the fact that such Person is or was a Manager, officer, employee, or agent; provided, the Person to be indemnified acted in good faith and in a manner such Person believed to be consistent with the provisions of this Agreement and in the best interests of the Company, and that with respect to any criminal action or proceeding, the Person to be indemnified had no reasonable cause to believe the conduct was unlawful.

(c) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent shall not create a presumption that indemnification is not available hereunder. The Company's obligation to indemnify the Manager, officer, employee, or agent hereunder shall be satisfied out of the Company's assets only, and if

the Company's assets are insufficient to satisfy its obligation to indemnify the Manager, such Person shall not be entitled to contribution from any Member.

No amendment of this provision for indemnification or advancement of expenses shall have the effect of limiting the rights of any person previously serving as a Manager, officer or employee or agent of the Company to indemnification or advancement of expenses pursuant to this section.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF MEMBERS AND ASSIGNEES

6.1 Limitation of Liability. The Member's liability shall be limited to the maximum extent possible as set forth in these Articles of Operation, the Code and other applicable law.

6.2 Company Debt Liability. The Member will not be personally liable for any debts or losses of the Company beyond its Capital Contributions and any obligation of the Member under Section 7.1 or 7.2 to make Capital Contributions. The Company has no authority to bind any assets of the Member outside the Company or the Company's subsidiaries. Any contract entered into on behalf of the Company must be non-recourse as to the Member.

ARTICLE 7

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

7.1 Capital Contributions.

(a) The Member has made its Initial Capital Contribution and has received Units, and those Units are reflected on Exhibit A, attached hereto.

(b) The Company shall at all times be wholly owned by the Member as contemplated under the Articles of Organization. Accordingly, no other Person shall be admitted as a new Member of the Company.

7.2 Additional Capital Contributions. The Company may not require the Member to make any Additional Capital Contribution.

ARTICLE 8

ALLOCATIONS, DISTRIBUTIONS AND REPORTS

8.1 Allocations of Profits and Losses. The profits and losses of the Company shall be allocated to the Member.

8.2 Distributions. All distributions of Distributable Cash shall be made to the Member. As the Company is established and grows, the Parties anticipate that there will be little to no Distributable Cash. Before the conclusion of four (4) years of Company operations, the Board and the Member shall meet and confer about the appropriate schedule for future Distributions, which

shall be not less than ten percent (10%) of the annual net profits of the company, deliverable to the Crow Tribe Executive Branch.

8.3 Interest On and Return of Capital Contributions. The Member shall not be entitled to interest on its Capital Contribution or to return of its Capital Contribution.

8.4 Accounting Period. The Company's accounting period (also referred to herein as the Company's fiscal year) shall be the calendar year.

8.5 Reporting.

(a) On or before the first day of the months of January, April, July, and October the Company shall be expected to provide complete financial reports to the Legislature and Executive Branch regarding the financial and operations performance of the Company and its subsidiaries, including profit and loss statements, operating costs and salaries, and expenditures for the preceding quarter. Financial reports must be detailed, but should not include personally identifiable information, such as birth dates and social security numbers, nor any other information protected by applicable law.

(b) Annually, on or about the first day of each July quarterly session, the Company shall provide a full and complete external audit of Company and subsidiary finances to the Legislature and Tribal Secretary.

(c) The Company shall provide notice of any litigation involving the Company or any subsidiary to the Executive Branch within ten (10) business days of the Company's notice of any such litigation.

(d) Notwithstanding anything to the contrary contained herein, all documents associated with any funds within the control of the Company or its subsidiaries shall at all times be open to inspection ~~and copy~~ by the Member, acting by and through the current Chairman of the Executive Branch or Speaker of the House for the Legislative Branch, or his/her authorized designee(s).

Commented [JW3]: There would be significant concerns with "copying" documents associated with funds because that would include the PII of consumer loans and other confidential information (like bank account numbers). It seems like inspection should be sufficient and if there is a concern about the need for copies, the Company and the Tribe could cross that bridge if you come to it, and develop a confidentiality agreement for such sharing so that the Company can satisfy their legal obligations (i.e., with respect to any potential data breach on consumer information, etc.). That is a complicated answer to why copying doesn't work.

ARTICLE 9

DISSOLUTION AND TERMINATION

9.1 Dissolution. The Company shall be dissolved:

(a) upon the prior written agreement of the Member, pursuant to a duly enacted Joint Action Resolution;

(b) by action of the Member, pursuant to a duly enacted Joint Action Resolution; or

(c) as otherwise required by the Code.

9.2 Penalty. Under no circumstances may the Company be unilaterally dissolved by the Executive Branch or the Manager. Violation of this part may be enforced by the Member, or

if against the Executive Branch, then by the Legislative Branch, in the Crow Tribal Court, pursuant to a petition for injunctive and/or declaratory relief.

9.3 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the Company shall prepare an accounting of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution pursuant to the Code.

ARTICLE 10

NO TRANSFERS

10.1 Transferability. The Member may not sell, assign, pledge, hypothecate, transfer or otherwise dispose of (collectively, "Transfer") all or any part of its Membership Interest, whether voluntarily or by foreclosure, assignment in lieu thereof or other enforcement of a pledge, hypothecation or collateral assignment.

10.2 Attempted Transfers in Contravention. Any attempted Transfer in contravention of Article 10 shall be void and of no effect and shall not bind or be recognized by the Company. In the case of an attempted Transfer not permitted hereby, the parties attempting to engage in such Transfer shall indemnify and hold harmless (and hereby agree to indemnify and hold harmless), the Company from all costs, liabilities and damages that the Company may incur (including, without limitation, incremental tax liability and attorneys' fees and expenses) as a result of such attempted Transfer and efforts to enforce the indemnity granted hereby.

ARTICLE 11

GENERAL PROVISIONS

11.1 Amendment. This Agreement may only be amended upon the prior written agreement between the Member and the Manager, and pursuant to a duly enacted Joint Action Resolution.

11.2 Merger or Sale. The Company may not be a party to a merger or sale, consolidation or any other reorganization transaction of any nature whatsoever without the prior written agreement of the Member and the Manager, and pursuant to a duly enacted Joint Action Resolution.

11.3 Waiver of Partition Right. The Member waives and renounces any right that it may have prior to dissolution and liquidation to institute or maintain any action for partition with respect to any real property owned by the Company.

11.4 Waivers Generally. No course of dealing will be deemed to amend or discharge any provision of this Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion.

11.5 Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given (a) upon hand delivery thereof, (b) upon facsimile and written confirmation of transmission, (c) upon receipt of any overnight deliveries, or (d) on third (3rd) business day after mailing United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Member as set forth herein and to the Manager as set forth on the signature page hereto.

11.6 Partial Invalidity. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if for any reason any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such action will not affect any other provision of this Agreement.

11.7 Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to its subject matter, and it supersedes all prior written and oral agreements. No amendment of this Agreement will be effective for any purpose unless it is made in accordance with Section 11.1.

11.8 Benefits. The benefits of this Agreement are intended solely to the benefit of the Member and the Company, without conferring on any other Person any rights of enforcement or other rights. Without limiting the generality of the foregoing, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.9 Further Assurances. The Member agrees, without further consideration, to sign and deliver such other documents of further assurance as may be reasonably necessary to effectuate the provisions of this Agreement.

11.10 Headings. Article and Section titles have been inserted for convenience of reference only. They are not intended to affect the meaning or interpretation of this Agreement.

11.11 Terms. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. All pronouns (and any variation) will be deemed to refer to the masculine, feminine or neuter, as the identity of the Person may require. The singular or plural include the other, as the context requires or permits. The word include (and any variation) is used in an illustrative sense rather than a limiting sense.

11.12 Counterparts. This Agreement may be executed in several counterparts by the parties and each executed counterpart shall be considered an original of this Agreement. Facsimile and pdf copies be relied upon as originals.

The undersigned hereby agree, acknowledge and certify that the foregoing Agreement constitutes the Agreement of the Company adopted by the Manager and by the Member of the Company.

MEMBER:

CROW TRIBE

By: _____

By: _____

EXHIBIT A

This Exhibit shall be amended from time-to-time to reflect the issuance, transfer, or repurchase of Units.

| Member's Name and Address | Membership Interest (# Units) | Percentage Interest |
|---------------------------------------|----------------------------------|---------------------|
| MEDICINE ROCK Holdings, LLC | 100 | 100% |
| 306 Makpua Avenue; Pryor, MT 59066 | | |

CERTIFICATE OF ORGANIZATION

OF

Medicine Rock Holdings, LLC

As authorized by the Crow Tribe of Indians, a federally recognized Indian tribe, pursuant to its inherent powers, its Constitution and Bylaws, and the Apsaalooke Limited Liability Company Act codified in the Crow Law and Order Code, Title 18, Chapter 5, the organizers hereby cause this Certificate of Organization to be filed with the Office of Tribal Secretary for the purpose of creating the limited liability company described herein:

ARTICLE 1

The name of the limited liability company is: Medicine Rock Holdings, LLC (the “Company”).

ARTICLE 2

The street address of the registered office of the Company is: 306 Makpua Avenue, Pryor, MT 59066.

ARTICLE 3

The name of the registered agent at that office is: Mr. Isaiah Hugs.

ARTICLE 4

The management of the Company is vested in the Board.

ARTICLE 5

The names and addresses of the persons organizing the Company are:

Chairman Frank White Clay,
P.O. Box 159,
43 Heritage Lane,
Crow Agency, Montana 59022.

ARTICLE 6

The Company is entirely owned by its member, the Crow Tribe.

IN WITNESS WHEREOF, this Certificate of Organization has been executed by the Organizers on this ____ day of _____, 2025.

Organizer:
Frank White Clay

Filed pursuant to the Apsaalooke Limited Liability
Company Act on this __ day of _____ 2025

Secretary of the Crow Tribe Executive Branch, Crow
Tribe of Indians

ARTICLES OF OPERATION

OF

ARROWHEAD MOUNTAIN SERVICES, LLC

A CROW TRIBE

LIMITED LIABILITY COMPANY

FEBRUARY __, 2025

These Articles of Operation (“Agreement”) are effective upon approval by the Parties. The Parties to this Agreement are MEDICINE ROCK HOLDINGS, LLC (“MRH”), a Crow Tribe Limited Liability Company, the sole member of ARROWHEAD MOUNTAIN SERVICES, LLC (“AMS”).

ARTICLE 1

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein);

1.1 “Articles of Organization” shall mean the Articles of Organization of the Company as filed with the Crow Tribe Secretary, as may be amended from time-to-time.

1.2 “Business” shall mean any and all services to support Tribal businesses organized by MRH, and such other business activities as may be hereafter agreed upon by the Member and Manager.

1.3 “Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by the Member whenever made. “Initial Capital Contribution” shall mean the initial contribution of the Member to the Capital of the Company pursuant to this Agreement. “Additional Capital Contribution” shall include all Capital Contributions to the Company not including any other Person or Entity’s Initial Capital Contribution.

1.4 “Code” means the Apsaalooke Limited Liability Company Act, as amended from time to time, and any successor code adopted by the Crow Tribe.

1.5 “Company” shall mean ARROWHEAD MOUNTAIN SERVICES, LLC.

1.6 “Distributable Cash” shall mean all cash, revenues, and funds received by the Company, less all operating expenses and other amounts required to be paid or set aside by the Company in accordance with the Management Agreement.

1.7 “Manager” shall mean MRH and/or the agent, entity or individual authorized by the Parties to act as Manager for the Company.

1.8 “Member” shall mean MEDICINE ROCK HOLDINGS, LLC.

1.9 “Membership Interest” shall mean the Member’s entire interest in the Company including the Units the Member owns, the economic interest associated with such Units, the right to vote associated with such Units, and such other rights and privileges the Member enjoys by being a Member.

1.10 “Notice” shall mean written notice, actually or deemed given pursuant to Section 11.5 or Section 11.6.

1.11 “Party” shall mean the Member and the Manager, since MRH fills both roles.

1.12 “Percentage Economic Interest” shall mean one hundred percent (100%).

1.13 “Percentage Membership Interest” shall mean one hundred percent (100%).

1.14 “Person” shall mean the Member, any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

1.15 “Units” shall be the measure by which each holder’s Percentage Economic Interest and Percentage Membership Interest is determined.

1.16 “Vote” includes not only casting a vote at a meeting but also the receipt of sufficient written consents (by facsimile, electronic mail, courier, or otherwise) to adopt a measure if presented at a meeting.

ARTICLE 2

FORMATION OF COMPANY

2.1 Formation. MEDICINE ROCK HOLDINGS, LLC, as its sole member, organized the Company, by delivering Articles of Organization to the Secretary of the Crow Tribe Executive Branch pursuant to the requirements of the Code.

2.2 Name. The name of the Company is ARROWHEAD MOUNTAIN SERVICES, LLC.

2.3 Principal Place of Business. The principal place of Business of the Company is 306 Makpua Avenue; Pryor, MT 59066. The Company may locate its headquarters, location of business, and registered office at any other place or places as deemed advisable by the Parties.

2.4 Term. The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with the provisions of the Articles of Organization, this Agreement, or the Code.

ARTICLE 3

BUSINESS OF THE COMPANY

The Company is authorized:

(a) To accomplish any lawful business whatsoever or which shall at any time appear conducive to or expedient for the protection or benefit of the Company, including but not limited to, the Company’s Business and assets;

(b) To exercise all other powers necessary to or reasonably connected with the Company’s Business which may be legally exercised by limited liability companies pursuant to the Code; and

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE 4

NAME AND ADDRESS OF THE MEMBER

The name and address of the Member is MEDICINE ROCK Holdings, LLC. The Member's address is 413 Makpua Avenue; Pryor, MT 59066. Member(s) may be modified in the future.

ARTICLE 5

RIGHTS AND DUTIES OF MANAGER

5.1 Management. The daily Business and affairs of the Company shall be managed by the Member as the Manager. The Manager shall have full and complete authority, power and discretion to manage and control the daily business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the daily management of the Company's business. The Manager is authorized to execute and deliver, for and on behalf of the Company, such agreements or instruments as the Manager may deem necessary or desirable, all on such terms and conditions as it may deem necessary or desirable, and the execution of such agreements, instruments, contracts or other documents by the Manager shall be sufficient to bind the Company.

5.2 Number, Tenure and Qualifications.

- (a) The Company shall have one Manager.
- (b) Any action that may be taken by the Manager at a meeting may be taken without a meeting if such action is approved in writing by the Manager.

5.3 Indemnity of the Manager, Officers, Employees and Other Agents.

(a) The Company shall indemnify the Manager and make advances for expenses to the maximum extent permitted under Code. The Company shall indemnify its officers, employees and other agents who are not the Manager and make advances for expenses to the maximum extent permitted under Code and as approved by the Manager.

(b) The Company shall indemnify the Manager, and if approved by the Manager, the officers, employees, or agents of the Company, for and hold them harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Business and the preservation of the Business and the Company's property, or by reason of the fact that such Person is or was a Manager, officer, employee, or agent; provided, the Person to be indemnified acted in good faith and in a manner such Person believed to be consistent with the provisions of this Agreement and in the best interests of the Company, and that with respect to any criminal action or proceeding, the Person to be indemnified had no reasonable cause to believe the conduct was unlawful.

(c) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent shall not create a presumption that indemnification is not available hereunder. The Company's obligation to indemnify the Manager,

officer, employee, or agent hereunder shall be satisfied out of the Company's assets only, and if the Company's assets are insufficient to satisfy its obligation to indemnify the Manager, such Person shall not be entitled to contribution from any Member.

No amendment of this provision for indemnification or advancement of expenses shall have the effect of limiting the rights of any person previously serving as a Manager, officer or employee or agent of the Company to indemnification or advancement of expenses pursuant to this section.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF MEMBERS AND ASSIGNEES

6.1 Limitation of Liability. The Member's liability shall be limited to the maximum extent possible as set forth in this Agreement, the Management Agreement, the Code and other applicable law,

6.2 Company Debt Liability. Except as otherwise required by law or contract, the Member will not be personally liable for any debts or losses of the Company beyond its Capital Contributions and any obligation of the Member under Section 7.1 or 7.2 to make Capital Contributions.

ARTICLE 7

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

7.1 Capital Contributions.

(a) The Member has made its Initial Capital Contribution and has received Units, and those Units are reflected on Exhibit A, attached hereto.

(b) The Company shall at all times be wholly owned by the Member as contemplated under the Articles of Organization. Accordingly, no other Person shall be admitted as a new Member of the Company.

7.2 Additional Capital Contributions. The Company may not require the Member to make any Additional Capital Contribution.

ARTICLE 8

ALLOCATIONS, DISTRIBUTIONS AND REPORTS

8.1 Allocations of Profits and Losses. The profits and losses of the Company shall be allocated to the Member.

8.2 Distributions. All distributions of Distributable Cash shall be made to the Member.

8.3 Interest On and Return of Capital Contributions. The Member shall not be entitled to interest on his Capital Contribution or to return of its Capital Contribution.

8.4 Accounting Period. The Company's accounting period (also referred to herein as the Company's fiscal year) shall be the calendar year.

ARTICLE 9

DISSOLUTION AND TERMINATION

9.1 Dissolution. The Company shall be dissolved:

- (a) upon the prior written agreement of the Member;
- (b) by action of the Member; or
- (c) as otherwise required by the Code.

9.2 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the Company shall prepare an accounting of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution pursuant to the Code.

ARTICLE 10

NO TRANSFERS

10.1 Transferability. The Member may not sell, assign, pledge, hypothecate, transfer or otherwise dispose of (collectively, "Transfer") all or any part of its Membership Interest, whether voluntarily or by foreclosure, assignment in lieu thereof or other enforcement of a pledge, hypothecation or collateral assignment.

10.2 Attempted Transfers in Contravention. Any attempted Transfer in contravention of Article 10 shall be void and of no effect and shall not bind or be recognized by the Company. In the case of an attempted Transfer not permitted hereby, the parties attempting to engage in such Transfer shall indemnify and hold harmless (and hereby agree to indemnify and hold harmless), the Company from all costs, liabilities and damages that the Company may incur (including, without limitation, incremental tax liability and attorneys' fees and expenses) as a result of such attempted Transfer and efforts to enforce the indemnity granted hereby.

ARTICLE 11

GENERAL PROVISIONS

11.1 Amendment. This Agreement may only be amended upon the prior written agreement between the Member and the Manager.

11.2 Merger or Sale. The Company may not be a party to a merger or sale, consolidation or any other reorganization transaction of any nature whatsoever without the prior written agreement of the Member and the Manager.

11.3 Waiver of Partition Right. The Member waives and renounces any right that it may have prior to dissolution and liquidation to institute or maintain any action for partition with respect to any real property owned by the Company.

11.4 Waivers Generally. No course of dealing will be deemed to amend or discharge any provision of this Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion.

11.5 Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given (a) upon hand delivery thereof, (b) upon facsimile and written confirmation of transmission, (c) upon receipt of any overnight deliveries, or (d) on third (3rd) business day after mailing United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Member as set forth herein and to the Manager as set forth on the signature page hereto.

11.6 Partial Invalidity. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if for any reason any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such action will not affect any other provision of this Agreement.

11.7 Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to its subject matter, and it supersedes all prior written and oral agreements. No amendment of this Agreement will be effective for any purpose unless it is made in accordance with Section 11.1.

11.8 Benefits. The benefits of this Agreement are intended solely to the benefit of the Member and the Company, without conferring on any other Person any rights of enforcement or other rights. Without limiting the generality of the foregoing, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.9 Further Assurances. The Member agrees, without further consideration, to sign and deliver such other documents of further assurance as may be reasonably necessary to effectuate the provisions of this Agreement.

11.10 Headings. Article and Section titles have been inserted for convenience of reference only. They are not intended to affect the meaning or interpretation of this Agreement.

11.11 Terms. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. All pronouns (and any variation) will be deemed to refer to the masculine, feminine or neuter, as the identity of the Person may require. The singular or plural include the other, as the context requires or permits. The word include (and any variation) is used in an illustrative sense rather than a limiting sense.

11.12 Counterparts. This Agreement may be executed in several counterparts by the parties and each executed counterpart shall be considered an original of this Agreement. Facsimile and pdf copies be relied upon as originals.

The undersigned hereby agree, acknowledge and certify that the foregoing Agreement constitutes the Agreement of the Company adopted by the Manager and by the Member of the Company.

MEMBER / MANAGER:

MEDICINE ROCK HOLDINGS, LLC

By: _____

EXHIBIT A

This Exhibit shall be amended from time-to-time to reflect the issuance, transfer, or repurchase of Units.

| Member's Name and Address | Membership Interest (# Units) | Percentage Interest |
|--|--|----------------------------|
| MEDICINE ROCK Holdings, LLC | 100 | 100% |
| [Insert Pryor Community Center address] | | |

CERTIFICATE OF ORGANIZATION

OF

Arrowhead Mountain Services, LLC

As authorized by the Crow Tribe of Indians, a federally recognized Indian tribe, pursuant to its inherent powers, its Constitution and Bylaws, and the Apsaalooke Limited Liability Company Act codified in the Crow Law and Order Code, Title 18, Chapter 5, the organizers hereby cause this Certificate of Organization to be filed with the Office of Tribal Secretary for the purpose of creating the limited liability company described herein:

ARTICLE 1

The name of the limited liability company is: Arrowhead Mountain Services, LLC (the “Company”).

ARTICLE 2

The street address of the registered office of the Company is: 306 Makpua Avenue, Pryor, MT 59066.

ARTICLE 3

The name of the registered agent at that office is: Mr. Isaiah Hugs.

ARTICLE 4

The management of the Company is vested in a Manager. Medicine Rock Holdings, LLC is appointed as the Manager.

ARTICLE 5

The names and addresses of the persons organizing the Company are:

Chairman Frank White Clay,
P.O. Box 159,
43 Heritage Lane,
Crow Agency, Montana 59022.

ARTICLE 6

The Company is entirely owned by its member, Medicine Rock Holdings.

IN WITNESS WHEREOF, this Certificate of Organization has been executed by the Organizers on this ____ day of _____, 2025.

Organizer:
Frank White Clay

Filed pursuant to the Apsaalooke Limited Liability
Company Act on this ___ day of _____ 2025

Secretary of the Crow Tribe Executive Branch, Crow
Tribe of Indians

ARTICLES OF OPERATION

OF

LOST CREEK LENDING, LLC

A CROW TRIBE

LIMITED LIABILITY COMPANY

MARCH __, 2025

These Articles of Operation (“Agreement”) are effective upon approval by the Parties. The Parties to this Agreement are MEDICINE ROCK HOLDINGS, LLC (“MRH”), a Crow Tribe Limited Liability Company, the sole member of LOST CREEK LENDING, LLC (“LCL” or “Company”), and ARROWHEAD MOUNTAIN SERVICES, LLC (“AMS”) a Tribally-owned staffing company, as Manager of LCL.

ARTICLE 1

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein);

1.1 “Articles of Organization” shall mean the Articles of Organization of the Company as filed with the Crow Tribe Secretary, as may be amended from time-to-time.

1.2 “Business” shall mean an internet-based consumer loan business and provision of financial services including the ownership and operation of (potentially) one or more subsidiary entities to provide small-denomination, short-term loans (Loans) and other related goods and services to consumers, and such other business activities as may be hereafter agreed upon by the Member and Manager.

1.3 “Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by the Member whenever made. “Initial Capital Contribution” shall mean the initial contribution of the Member to the Capital of the Company pursuant to this Agreement. “Additional Capital Contribution” shall include all Capital Contributions to the Company not including any other Person or Entity’s Initial Capital Contribution.

1.4 “Code” means the Apsaalooke Limited Liability Company Act, as amended from time to time, and any successor code adopted by the Crow Tribe.

1.5 “Company” shall mean LOST CREEK LENDING, LLC.

1.6 “Distributable Cash” shall mean all cash, revenues, and funds received by the Company, less all operating expenses and other amounts required to be paid or set aside by the Company in accordance with the Management Agreement.

1.7 “Management Agreement” shall mean any Management Agreement entered into by and among the Member, the Company, and the Manager dated as amended from time to time.

1.8 “Manager” shall mean AMS and/or the agent, entity or individual authorized by the Parties to act as Manager for the Company.

1.9 “Member” shall mean MEDICINE ROCK HOLDINGS, LLC.

1.10 “Membership Interest” shall mean the Member’s entire interest in the Company including the Units the Member owns, the economic interest associated with such Units, the right to vote associated with such Units, and such other rights and privileges the Member enjoys by being a Member.

1.11 “Notice” shall mean written notice, actually or deemed given pursuant to Section 11.5 or Section 11.6.

1.12 “Party” shall mean the Member or the Manager as the context may require. “Parties” shall mean the Member and the Manager.

1.13 “Percentage Economic Interest” shall mean one hundred percent (100%).

1.14 “Percentage Membership Interest” shall mean one hundred percent (100%).

1.15 “Person” shall mean the Member, any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

1.16 “Units” shall be the measure by which each holder’s Percentage Economic Interest and Percentage Membership Interest is determined.

1.17 “Vote” includes not only casting a vote at a meeting but also the receipt of sufficient written consents (by facsimile, electronic mail, courier, or otherwise) to adopt a measure if presented at a meeting.

ARTICLE 2

FORMATION OF COMPANY

2.1 Formation. MEDICINE ROCK HOLDINGS, LLC, as its sole member, organized the Company, by delivering Articles of Organization to the Secretary of the Crow Tribe Executive Branch pursuant to the requirements of the Code.

2.2 Name. The name of the Company is LOST CREEK LENDING, LLC.

2.3 Principal Place of Business. The principal place of Business of the Company is 306 Makpua Avenue; Pryor, MT 59066. The Company may locate its headquarters, location of business, and registered office at any other place or places as deemed advisable by the Parties.

2.4 Term. The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with the provisions of the Articles of Organization, this Agreement, or the Code.

ARTICLE 3

BUSINESS OF THE COMPANY

The Company is authorized:

(a) To accomplish any lawful business whatsoever or which shall at any time appear conducive to or expedient for the protection or benefit of the Company, including but not limited to, the Company’s Business and assets;

(b) To exercise all other powers necessary to or reasonably connected with the Company's Business which may be legally exercised by limited liability companies pursuant to the Code; and

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE 4

NAME AND ADDRESS OF THE MEMBER

The name and address of the Member is MEDICINE ROCK Holdings, LLC. The Member's address is 306 Makpua Avenue; Pryor, MT 59066. Member(s) may be modified in the future.

ARTICLE 5

RIGHTS AND DUTIES OF MANAGER

5.1 Management. The daily Business and affairs of the Company shall be managed by the Manager. Except as set forth in this Agreement, and under the Management Agreement, the Manager shall have full and complete authority, power and discretion to manage and control the daily business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the daily management of the Company's business. The Manager is authorized to execute and deliver, for and on behalf of the Company, such agreements or instruments as the Manager may deem necessary or desirable, all on such terms and conditions as it may deem necessary or desirable, and the execution of such agreements, instruments, contracts or other documents by the Manager shall be sufficient to bind the Company.

5.2 Number, Tenure and Qualifications.

(a) The Company shall have one Manager.

(b) Any action that may be taken by the Manager at a meeting may be taken without a meeting if such action is approved in writing by the Manager.

5.3 Elimination of Fiduciary Duties. To the fullest extent permitted by the Code, no Member or Manager has fiduciary duties with respect to the Company other than to the extent as provided under the Code or the Management Agreement.

5.4 Indemnity of the Manager, Officers, Employees and Other Agents.

(a) The Company shall indemnify the Manager and make advances for expenses to the maximum extent permitted under Code and Management Agreement. The Company shall indemnify its officers, employees and other agents who are not the Manager and make advances for expenses to the maximum extent permitted under Code and as approved by the Manager.

(b) (i) Notwithstanding any other provision of this Agreement, neither the Manager, nor any officer, employee, or agent shall be liable to any Member or to the Company with respect to any act performed or neglected to be performed in good faith and in a manner which such Person believed to be necessary or appropriate in connection with the ordinary and proper conduct of the Business or the preservation of its property, and consistent with the provisions of this Agreement.

(ii) The Company shall indemnify the Manager, and if approved by the Manager, the officers, employees, or agents of the Company, for and hold them harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Business and the preservation of the Business and the Company's property, or by reason of the fact that such Person is or was a Manager, officer, employee, or agent; provided, the Person to be indemnified acted in good faith and in a manner such Person believed to be consistent with the provisions of this Agreement and in the best interests of the Company, and that with respect to any criminal action or proceeding, the Person to be indemnified had no reasonable cause to believe the conduct was unlawful.

(iii) The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent shall not create a presumption that indemnification is not available hereunder. The Company's obligation to indemnify the Manager, officer, employee, or agent hereunder shall be satisfied out of the Company's assets only, and if the Company's assets are insufficient to satisfy its obligation to indemnify the Manager, such Person shall not be entitled to contribution from any Member.

No amendment of this provision for indemnification or advancement of expenses shall have the effect of limiting the rights of any person previously serving as a Manager, officer or employee or agent of the Company to indemnification or advancement of expenses pursuant to this section.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF MEMBERS AND ASSIGNEES

6.1 Limitation of Liability. The Member's liability shall be limited to the maximum extent possible as set forth in this Agreement, the Management Agreement, the Code and other applicable law,

6.2 Company Debt Liability. Except as otherwise required by law or contract, the Member will not be personally liable for any debts or losses of the Company beyond its Capital Contributions and any obligation of the Member under Section 7.1 or 7.2 to make Capital Contributions.

ARTICLE 7

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

7.1 Capital Contributions.

(a) The Member has made its Initial Capital Contribution and has received Units, and those Units are reflected on Exhibit A, attached hereto.

(b) The Company shall at all times be wholly owned by the Member as contemplated under the Articles of Organization. Accordingly, no other Person shall be admitted as a new Member of the Company.

7.2 Additional Capital Contributions. The Company may not require the Member to make any Additional Capital Contribution.

ARTICLE 8

ALLOCATIONS, DISTRIBUTIONS AND REPORTS

8.1 Allocations of Profits and Losses. The profits and losses of the Company shall be allocated to the Member.

8.2 Distributions. All distributions of Distributable Cash shall be made to the Member.

8.3 Interest On and Return of Capital Contributions. The Member shall not be entitled to interest on his Capital Contribution or to return of its Capital Contribution.

8.4 Accounting Period. The Company's accounting period (also referred to herein as the Company's fiscal year) shall be the calendar year.

ARTICLE 9

DISSOLUTION AND TERMINATION

9.1 Dissolution. The Company shall be dissolved:

- (a) upon the prior written agreement of the Member and the Manager;
- (b) by action of the Member; or
- (c) as otherwise required by the Code.

9.2 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the Company shall prepare an accounting of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution pursuant to the Code.

ARTICLE 10

NO TRANSFERS

10.1 Transferability. The Member may not sell, assign, pledge, hypothecate, transfer or otherwise dispose of (collectively, “Transfer”) all or any part of its Membership Interest, whether voluntarily or by foreclosure, assignment in lieu thereof or other enforcement of a pledge, hypothecation or collateral assignment.

10.2 Attempted Transfers in Contravention. Any attempted Transfer in contravention of Article 10 shall be void and of no effect and shall not bind or be recognized by the Company. In the case of an attempted Transfer not permitted hereby, the parties attempting to engage in such Transfer shall indemnify and hold harmless (and hereby agree to indemnify and hold harmless), the Company from all costs, liabilities and damages that the Company may incur (including, without limitation, incremental tax liability and attorneys’ fees and expenses) as a result of such attempted Transfer and efforts to enforce the indemnity granted hereby.

ARTICLE 11

GENERAL PROVISIONS

11.1 Amendment. This Agreement may only be amended upon the prior written agreement between the Member and the Manager.

11.2 Merger or Sale. The Company may not be a party to a merger or sale, consolidation or any other reorganization transaction of any nature whatsoever without the prior written agreement of the Member and the Manager.

11.3 Waiver of Partition Right. The Member waives and renounces any right that it may have prior to dissolution and liquidation to institute or maintain any action for partition with respect to any real property owned by the Company.

11.4 Waivers Generally. No course of dealing will be deemed to amend or discharge any provision of this Agreement. No delay in the exercise of any right will operate as a waiver of such right. No single or partial exercise of any right will preclude its further exercise. A waiver of any right on any one occasion will not be construed as a bar to, or waiver of, any such right on any other occasion.

11.5 Notices. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given (a) upon hand delivery thereof, (b) upon facsimile and written confirmation of transmission, (c) upon receipt of any overnight deliveries, or (d) on third (3rd) business day after mailing United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Member as set forth herein and to the Manager as set forth on the signature page hereto.

11.6 Partial Invalidity. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if for any

reason any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such action will not affect any other provision of this Agreement.

11.7 Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties with respect to its subject matter, and it supersedes all prior written and oral agreements. No amendment of this Agreement will be effective for any purpose unless it is made in accordance with Section 11.1.

11.8 Benefits. The benefits of this Agreement are intended solely to the benefit of the Member and the Company, without conferring on any other Person any rights of enforcement or other rights. Without limiting the generality of the foregoing, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.9 Further Assurances. The Member agrees, without further consideration, to sign and deliver such other documents of further assurance as may be reasonably necessary to effectuate the provisions of this Agreement.

11.10 Headings. Article and Section titles have been inserted for convenience of reference only. They are not intended to affect the meaning or interpretation of this Agreement.

11.11 Terms. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. All pronouns (and any variation) will be deemed to refer to the masculine, feminine or neuter, as the identity of the Person may require. The singular or plural include the other, as the context requires or permits. The word include (and any variation) is used in an illustrative sense rather than a limiting sense.

11.12 Counterparts. This Agreement may be executed in several counterparts by the parties and each executed counterpart shall be considered an original of this Agreement. Facsimile and pdf copies be relied upon as originals.

The undersigned hereby agree, acknowledge and certify that the foregoing Agreement constitutes the Agreement of the Company adopted by the Manager and by the Member of the Company.

MEMBER:

MEDICINE ROCK HOLDINGS, LLC

By: _____

MANAGER:

By: _____

ARROWHEAD MOUNTAIN SERVICES, LLC

EXHIBIT A

This Exhibit shall be amended from time-to-time to reflect the issuance, transfer, or repurchase of Units.

| Member's Name and Address | Membership Interest (# Units) | Percentage Interest |
|---|-------------------------------|---------------------|
| MEDICINE ROCK Holdings, LLC | 100 | 100% |
| [Insert Pryor Community Center address] | | |

CERTIFICATE OF ORGANIZATION

OF

Lost Creek Lending, LLC

As authorized by the Crow Tribe of Indians, a federally recognized Indian tribe, pursuant to its inherent powers, its Constitution and Bylaws, and the Apsaalooke Limited Liability Company Act codified in the Crow Law and Order Code, Title 18, Chapter 5, the organizers hereby cause this Certificate of Organization to be filed with the Office of Tribal Secretary for the purpose of creating the limited liability company described herein:

ARTICLE 1

The name of the limited liability company is: Lost Creek Lending, LLC (the “Company”).

ARTICLE 2

The street address of the registered office of the Company is: 306 Makpua Avenue, Pryor, MT 59066.

ARTICLE 3

The name of the registered agent at that office is: Mr. Isaiah Hugs.

ARTICLE 4

The management of the Company is vested in a Manager. Arrowhead Mountain Services, LLC is appointed as the Manager.

ARTICLE 5

The names and addresses of the persons organizing the Company are:

Chairman Frank White Clay,
P.O. Box 159,
43 Heritage Lane,
Crow Agency, Montana 59022.

ARTICLE 6

The Company is entirely owned by its member, Medicine Rock Holdings.

IN WITNESS WHEREOF, this Certificate of Organization has been executed by the Organizers on this ____ day of _____, 2025.

Organizer:
Frank White Clay

Filed pursuant to the Apsaalooke Limited Liability
Company Act on this ___ day of _____ 2025

Secretary of the Crow Tribe Executive Branch, Crow
Tribe of Indians

**MARCH __, 2025 SPECIAL SESSION
CROW TRIBAL LEGISLATURE**

BILL NO. CLB 25-__

**INTRODUCED BY FRANK WHITECLAY, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH**

A BILL FOR AN ACT ENTITLED:

**“AMENDING THE CROW LAW AND ORDER CODE TO INCLUDE TITLE __, THE
CROW/APSAALOOKE ONLINE LENDING ACT”**

WHEREAS, the Chairman of the Executive Branch has authority and responsibility pursuant to the “enumerated powers” in Article IV, Section 3(d) of the Constitution and Bylaws of the Crow Tribe of Indians to **“engage in any business that will further the economic well-being of the members of the Tribe and undertake any economic development activity which does not conflict with the provisions of the Constitution;”** and

WHEREAS, the Legislative Branch has authority and responsibility pursuant to its “powers and duties” in Article V, Section 2(b) of the Constitution **“to promulgate and adopt laws, resolutions, ordinances, codes, regulations, and guidelines in accordance with this Constitution and federal laws for the governance of the Crow Tribe of Indians ...”** and

WHEREAS, the Legislative Branch has authority and responsibility pursuant to its “powers and duties” in Article V, Section 2(c) of the Constitution **“to adopt legislation, not inconsistent with this Constitution, which is necessary in exercising the duties conferred upon the three branches of government;”** and

WHEREAS, the Legislative Branch has authority and responsibility pursuant to its “powers and duties” in Article V, Section 2(d) of the Constitution **“to adopt legislation chartering instrumentalities of the Crow Tribe for the purposes of economic development, housing, education or other purposes not inconsistent with this Constitution;”** and

WHEREAS, with the intent to restate the purpose and construction of this Bill, the Crow Tribal Legislature Branch and the Executive Branch are very interested in and are making efforts in present and future economic development and in protecting all credit borrowers. This Crow/Apsaalooke Online Lending Act must be liberally construed and applied to promote its underlying purposes and policies, which are the promotion of economic development and the continued expansion of commercial practices involving this Crow/Apsaalooke Tribe.

NOW THEREFORE, BE IT RESOLVED BY THE LEGISLATURE AND THE EXECUTIVE BRANCH OF THE CROW TRIBE, THAT:

THE CROW LAW AND ORDER CODE IS HEREBY AMENDED TO INCLUDE THE CROW/APSAALOOKE ONLINE LENDING ACT OF 2025 THAT IS ATTACHED, INCORPORATED BY REFERENCE AS IF STATED HEREIN AS TITLE ____.

[Remainder of page left blank intentionally.]

TITLE ____
CROW LAW AND ORDER CODE

ONLINE LENDING ACT

EFFECTIVE DATE: MARCH 1, 2025

ARTICLE 1

1.1 Title. This law shall be referred to as the Online Lending Act of the Crow Tribe.

1.2 Scope. This Act applies to all Online Lending made or offered from the Crow Reservation or otherwise subject to the Tribe's jurisdiction.

1.3 Applicability. Because any violation of this Act or any regulation adopted hereunder will demonstrably and seriously impact the public health, safety, welfare, political integrity and economic security of the Tribe, this Act, and any regulations adopted hereunder, apply to all Persons participating in Online Lending transacted under Crow Tribe auspices or otherwise subject to Crow Tribe jurisdiction.

ARTICLE 2
DEFINITIONS

2.1 Definitions. For purposes of this Act, the following words and phrases have the following meanings:

2.1.1 "Administrator" means the individual appointed to manage the activities of the Authority as provided in Section 3.3 below.

2.1.2 "Authority" means the Crow Tribe Online Lending Regulatory Authority established pursuant to this Act to provide Licensee licensing and regulatory and compliance oversight of Licensees.

2.1.3 "Board" means the Board of Directors of Medicine Rock Holdings, LLC, a Crow Tribe holding company established to shepherd Crow Tribe economic development.

2.1.4 "Borrower" means any Person obtaining an extension of credit through Online Lending.

2.1.5 "Borrower's Agreement" means any contract or document memorializing an extension of credit, whether Commercial Credit or Consumer Credit.

2.1.6 "Act" means this Online Lending Act, as it may be amended from time-to-time.

2.1.7 “Commercial Credit” means any extension of credit by or on behalf of a Crow Tribe Enterprise to a Borrower primarily for business, commercial, investment or agricultural purposes, or any solicitation for such an extension of credit, made under Crow Tribe auspices or subject to Crow Tribe jurisdiction. It includes any extension of credit to an organization regardless of purpose including any extension of credit to a corporation, partnership, limited liability company or trust.

2.1.8 “Consumer” means a natural person who obtains an extension of credit primarily for personal, family or household purposes.

2.1.9 “Consumer Credit” means any extension of credit by or on behalf of a Crow Tribe Enterprise to a Consumer primarily for personal, family or household purposes, or any solicitation for an extension of credit to a Consumer by or on behalf of a Crow Tribe Enterprise made under Crow Tribe auspices or subject to the Crow Tribe jurisdiction.

2.1.10 “Credit” means any extension of Consumer Credit or Commercial Credit.

2.1.11 “Crow Tribe” means the governing branches of the Crow Tribe as defined by the Crow Tribe Constitution.

2.1.12 “Crow Tribe Enterprise” means any business entity, operation or enterprise wholly-owned and controlled by the Crow Tribe.

2.1.13 “Crow Tribe Law” means all laws of the Tribe.

2.1.14 “Installment Credit” means closed end Credit payable in installments.

2.1.15 “Lender License” means any License issued by the Authority to a Crow Tribe Enterprise authorizing it to offer or extend Consumer Credit, Commercial Credit or both Consumer Credit and Commercial Credit.

2.1.16 “Lender Licensee” means any holder of a Lender License.

2.1.17 “License” means a Lender License or Vendor License issued by the Authority.

2.1.18 “Licensee” means any holder of a Lender License or a Vendor License.

2.1.19 “Online Lending” means the business of marketing, making, servicing and collecting Consumer Credit or Commercial Credit by Lender Licensees through the use of computers, mobile devices, the internet and other communications devices and technologies. Online Lending does not include Consumer Credit or Commercial Credit that is otherwise regulated by the Crow Tribe Law and Order Act, such as agricultural loans, mortgage lending, equipment leasing, auto title loans, or community micro lending. Online Lending excludes any lending in the State of Montana or to Crow Tribe citizens. Online Lending refers exclusively to Consumer Credit or Commercial Credit by Lender Licensees under this Act to generate revenue for Crow Tribe governmental purposes.

2.1.20 “Person” means any natural person, tribe (whether or not federally recognized), any governmental entity of a tribe, Crow Tribe Enterprise, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity or group.

2.1.21 “Revolving Credit” means revolving line of Credit that permits a Borrower to borrow, repay and reborrow up to the amount of the agreed upon credit limit.

2.1.22 “Vendor” means a Person that has entered into an agreement with a Lender Licensee and is licensed by the Authority to provide material services relating to Online Lending or funding to a Lender pursuant to that agreement in accordance with Section 4.2, and includes without limitation origination service providers, lead generators, loan servicers and collection agencies.

2.1.23 “Vendor License” means a License issued by the Authority to a Vendor authorizing it to provide designated services to a Crow Tribe Enterprise.

2.1.24 “Vendor Licensee” means any holder of a Vendor License.

2.2 Interpretive Provisions. For purposes of this Act, unless the context otherwise requires: (a) the term “including” and all variations of that term means “including without limitation”; (b) except as otherwise expressly provided in this Act, references to any law or regulation refer to that law or regulation as amended from time to time and include any successor law or regulation; (c) references to any Person include that Person’s successors and assigns; and (d) headings are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision of this Act.

ARTICLE 3

CROW TRIBE ONLINE LENDING REGULATORY AUTHORITY

3.1 Establishment and Purpose. The Tribe shall establish and maintain the Authority. The Authority shall have the duties and powers set forth in this Article 3.

3.2 Administrator. The Authority and its activities shall be managed by an Administrator. The Administrator shall be recommended by the Executive Branch to the Crow Tribe Legislature for appointment, and shall serve automatically renewable terms of two years unless the Legislature gives written notice of non-renewal at least 60 days before the end of the then current term or the Legislature removes the Administrator for cause, with or without notice, anytime during the then current term. Otherwise, the Administrator shall serve as directed by the Executive Branch.

3.2.1 The Administrator shall have at least a bachelor’s degree from an accredited college or university and shall have at least three years of credit regulatory experience or comparable licensing, legal, compliance or enforcement experience in the financial services sector.

3.2.2 The Administrator shall be responsible for the day-to-day activities of the Authority.

3.3 Duties and Powers of Authority. The Tribe hereby grants to the Authority the responsibility and authority to discharge the duties imposed by this Act including:

3.3.1 Exercising executive and administrative functions, including establishing procedural and other requirements, entering into binding contracts, employing and supervising such personnel as deemed necessary to carry out its duties and powers, provided however that the Authority has no authority or ability to bind the Crow Tribe or any Crow Tribe entity or person other than the Authority or to incur any liability on behalf of the Crow Tribe or any Crow Tribe entity or person other than the Authority. The contracting power of the Authority is limited solely to its duties and powers.

3.3.2 Issuing guidance and orders (i) providing interpretations of the provisions of the Act and (ii) relating to licensing requirements and procedures under the Act.

3.3.3 Proposing regulations furthering the purpose and provisions of this Act subject to notice and an opportunity to comment on such proposed regulations and issuing final regulations after consideration of any such comments.

3.3.4 Employing such advisors as the Authority may deem necessary for the Authority to exercise the authority granted in this Act and meet the requirements of this Act. Advisors may include lawyers, accountants, managers, compliance consultants, data security personnel, law enforcement specialists and financial services professionals.

3.3.5 Reviewing and approving or disapproving all applications for a License, including conducting or arranging for background investigations of all applicants for a License.

3.3.6 Examining each Lender Licensee at least annually or more frequently if the Authority deems it necessary to do so.

3.3.7 Examining each Vendor Licensee on such periodic basis as the Authority deems it necessary to do so.

3.3.8 Monitoring risks to Consumers in the offering or provision of Consumer Credit.

3.3.9 Receiving and reviewing Borrower complaints regarding any Licensee or other Person subject to this Act.

3.3.10 Investigating any Licensee or Person as it deems necessary to:

- (a) ensure compliance with this Act or any order of the Authority;
- (b) determine whether any Licensee or Person has engaged in or is engaging in any violation of this Act, any regulations issued by the Authority or any order of the Authority; or
- (c) determine whether any Licensee or Person has engaged or is engaging in any unfair, deceptive or abusive act or practice.

3.3.11 Initiating and pursuing actions against Licensees and other Person to enforce this Act, any regulations issued by the Authority or any order of the Authority and to prevent or address violations of this Act and such regulations.

3.3.12 Coordinating enforcement actions with other governmental agencies and departments.

3.3.13 Adopting and imposing fees to be assessed by the Authority in such amounts as it deems appropriate, for:

- (a) processing, issuing and renewing Licenses;
- (b) conducting background checks of applicants for Licenses and their directors, managers, partners, direct or indirect equity owners, officers and other employees;
- (c) examinations of Licensees; and
- (d) services rendered relating to transcripts and the furnishing or certifying copies of proceedings, files and records.

3.3.14 Imposing and collecting fees and penalties in connection with this Act.

3.3.15 Establishing procedures and systems designed to permit detection of violations of this Act, compliance failures, irregularities or fraud and to redress Borrower complaints against a Licensee for such violations, compliance failures, irregularities or fraud.

3.3.16 Examining under oath, either orally or in writing, any Licensee or Person, or agent, officer or employee of any Licensee, or any other witness with respect to any matters related to this Act and to compel by subpoena the attendance of witnesses and the production of any books, records, papers and electronic data with respect thereto. Upon refusal to appear or produce, the Authority may apply to the Crow ~~Tribe~~-Tribal Court to compel appearance or production.

3.3.17 Holding public hearings, issuing decisions, issuing notice of hearings, issuing subpoenas requiring the attendance of witnesses and the production of evidence, administering oaths and taking such testimony as the Authority deem necessary.

3.3.18 Disciplining any Licensee or Person engaging or participating in violation of this Act in the exercise of its reasonable discretion by ordering cessation of acts that violate this Act, issuing fines and sanctions for violating this Act, or suspending or revoking any License pursuant to the hearings and due process required by this Act.

3.3.19 Settling any dispute to which the Authority is a party relating to the Authority's authority or activities, subject to any approval of the Board.

3.3.20 Protecting any proprietary or confidential information provided to the Board by a Person or Licensee.

3.3.21 Issuing orders waiving for good cause the applicability of any provision or provisions of the Act in the circumstances described in such orders in the exercise of the Authority's discretion.

3.3.22 Exercising all incidental powers necessary to carry out the purposes of this Act.

3.4 Reporting to Crow Tribe Legislature and Executive Branch.

3.4.1 The Authority shall quarterly file a report with the Crow Tribe Legislature and Executive Branch summarizing the Authority's activity during the prior quarter and make such comments as it deems necessary to keep the Crow Tribe Legislature and Executive Branch fully informed as to the status of the Authority's activities, including reporting on all fees received by the Authority.

3.4.2 The Authority shall deliver an annual report to the Crow Tribe Legislature and Executive Branch containing a summary of all Authority activities during the prior year.

ARTICLE 4 **LICENSING**

4.1 Lender License Required. Prior to offering or extending Credit, a Crow Tribe Enterprise shall apply for and receive a Lender License with an appropriate endorsement for either Consumer Credit, Commercial Credit or both Consumer Credit and Commercial Credit. No Person other than a Lender Licensee with a current valid Lender License may offer or extend Credit.

4.2 Vendor License Required.

4.2.1 Every Vendor shall apply for and receive a Vendor License to provide designated services to one or more Lender Licensees. Except as set forth in this Section 4.2, no Person shall act as a Vendor to a Lender Licensee or otherwise provide services to a Lender Licensee without a current valid Vendor License issued by the Authority to provide such services, unless a waiver has been granted by the Authority for good cause, including but not limited to the threshold exception established in Section 4.2.2.

4.2.2 A Person that provides or receives, or is likely to provide or receive, at least \$50,000 in any rolling twelve-month period from Lender Licensees in exchange for providing services directly or indirectly to Lender Licensees providing Credit subject to this Act shall have a current valid Vendor License issued by the Authority, unless a waiver has been granted by the Authority for good cause.

4.2.3 Every Person that directly or indirectly extends financing to Lender Licensees shall have a current and valid Vendor License issued by the Authority, unless a waiver has been granted by the Authority for good cause.

4.3 Applications. Any applicant applying for a License shall complete and submit an application in the form prescribed by the Authority and pay such fees as determined by the Authority from time to time. At a minimum, each application shall contain:

4.3.1 The applicant's full legal name, and any other names by which the applicant is or has been known (including trade names and fictitious names).

4.3.2 The direct and indirect ownership, directors, managers and partners and senior management of the applicant, as applicable.

4.3.3 The name and address of the registered agent who will accept service from the Authority on behalf of the applicant if a License is issued.

4.3.4 A sworn statement that:

- (a) the information contained in the application is true and correct to the best of the applicant's knowledge;
- (b) if the License applied for is issued, the applicant will abide by the Act; and
- (c) if the applicant is a Crow Tribe Enterprise, the applicant is wholly-owned and controlled by the Tribe.

4.3.5 A copy of the applicant's articles of incorporation, organization or other similar formation documents.

4.3.6 A Certificate of Good Standing issued by the jurisdiction of the applicant's incorporation, organization or formation.

4.3.7 Personal history statements for each director, manager and partner and senior management of the applicant, as applicable.

4.3.8 The application fee.

4.4 Review and Issuance of License. The Authority shall review each application for a License. The Authority may issue a License if the Authority determines that the applicant meets all requirements for a License and that issuance of a License is in the best interests of the Tribe. A License shall be valid for a period of two years from the date of issuance unless earlier suspended or revoked by the Authority. Issuance of a License is a privilege, not a right, and the decision to issue any License rests in the sole discretion of the Authority and may not be appealed by the applicant.

4.5 Scope of Licenses.

4.5.1 Each Lender License shall include an endorsement designating the authority of the Lender to make only Consumer Credit, only Commercial Credit or both Consumer Credit and Commercial Credit.

4.5.2 Each Vendor License shall include an endorsement designating the specific services to be provided by the Vendor.

4.5.3 Any Licensee that desires to modify the scope of its License shall apply for a modification of its License in the form prescribed by the Authority and pay such fees as determined by the Authority from time to time.

4.6 Records. The Authority shall maintain, on a confidential basis and not subject to public disclosure, all applicants' files, including all applications and all information submitted with such License application, for no less than 3 years from date that an applicant: (a) ceased to hold a License, (b) withdrew its application, or (c) was denied a License, as applicable. Records may be retained by the Authority in a digital format that can be reproduced.

4.7 License Denial, Suspension or Revocation of License.

4.7.1 Denial; Suspension or Revocation. The Authority shall deny an application for a License or suspend or revoke a License if the Authority determines that an applicant or Licensee is not qualified. The Authority may deem an applicant or Licensee to be unqualified, if the applicant or Licensee:

- (a) Has engaged in activities that require a License under this Act without having a valid current License to engage in such activities, or has engaged in activities that are in contravention of or beyond the scope of a License;
- (b) Includes a director, manager, senior officer or direct or indirect equity owner that the Authority determines is not honest or truthful or does not possess good character;
- (c) Has made a material misstatement or omission on the application or on any document filed with the Authority;
- (d) Has withheld or provided incomplete or insufficient pertinent information to the Authority;
- (e) Has failed to timely pay any application, License or renewal fee;
- (f) Has engaged in conduct that presented undue risk to or was harmful to Borrowers;
- (g) Has had an unacceptable number of Borrower complaints or failed to investigate and effectively remediate such Borrower complaints;
- (h) Has been subject to legal or regulatory action by a federal or state regulator;
- (i) Has been subject to litigation claims by a Borrower;
- (j) Has violated or aided, abetted or conspired with another Person, or caused any Person to violate this Act or any regulations issued by the Authority, or otherwise participated in a violation of this Act or any regulations issued by the Authority;
- (k) Is insolvent;

- (l) Employs a Person that has been convicted or has entered a plea of no contest in any jurisdiction of any felony or any other crime involving breach of trust or dishonesty;
- (m) Has been the subject of a judgment or order in a civil or administrative action based on fraud, deceit or misrepresentation;
- (n) Employs any Person whom the Licensee knew or should have known was convicted of fraud, theft or embezzlement;
- (o) Employs any Person whom the Licensee knew or should have known has violated this Act or any regulations issued by the Authority;
- (p) Has refused to comply with any lawful order, investigation, examination, inquiry or directive of the Authority;
- (q) Poses a threat to the public interest or the effective regulation of activities subject to this Act;
- (r) Creates or enhances the danger of unsuitable, unfair, deceptive, abusive or illegal acts or practices in its conduct of activities subject to this Act;
- (s) Was a previous Licensee pursuant to this Act whose License was suspended or revoked and not subsequently reinstated; or
- (t) Has engaged or engages in any other activities or displays other qualities that the Authority deems unqualified for a License.

4.7.2 Procedure for Suspension or Revocation.

- (a) Upon reasonable basis that a circumstance set forth in Section 4.7.1 above exists, the Authority may either undertake an investigation or examination of the Licensee, or serve upon such Licensee an order to show cause why the Licensee's License should not be suspended or revoked, or why the Licensee should not be enjoined from conducting business under this Act.
- (b) Such notice shall state the reason for the proposed suspension, revocation and/or order, and the time and place for the hearing before the Authority.
- (c) Licensee shall have an opportunity to present testimony and cross-examine opposing witnesses, and to present any other evidence as to why a suspension, revocation or injunction order should not be issued.
- (d) The hearing shall be governed in all respects in accordance with Crow Tribe Law and the Authority's regulations..
- (e) The Authority shall always have authority to act on an emergency basis in the sole discretion of the Authority to protect the interests of the Crow Tribe under this Act.

4.8 Renewal of License. The Authority may approve renewal of a License upon review of a Licensee's renewal application and other information requested by the Authority and payment of a renewal fee as determined by the Authority. The Authority may deny renewal of a License if the Authority finds that a circumstance set forth in Section 4.7.1 above exists, or that any other fact or condition exists that, if it had existed at the time of the original application for the License, would have warranted the Authority to refuse to issue the License. A License is a privilege, not a right, and the decision to renew a License rests in the sole discretion of the Authority and may not be appealed by the applicant.

4.9 Revocable Privilege. A License is a revocable privilege to do business within the jurisdiction of the Authority.

4.10 Transferability of Licenses. Licenses issued by the Authority shall not be transferable and may only be utilized by the Person in whose name it was issued. Any change in the direct or indirect ownership or management control of any Licensee shall be deemed a transfer for purposes of this subsection, and shall not be permitted without the prior written consent of the Authority.

4.11 Voluntary Surrender of License. Any Licensee registered pursuant to this Act may voluntarily surrender its License at any time by giving written notice of the surrender to the Authority.

ARTICLE 5

REQUIREMENTS OF LICENSEES

5.1 Legal Compliance by Licensees. All Licensees shall comply with the provisions of this Act, ~~and~~ regulations promulgated pursuant to this Act, and all other applicable laws, rules, and regulations, of the Crow Tribe of Indians.

5.2 Compliance with Principles of Federal Law. Except to the extent specifically determined otherwise by the Authority, all Lender Licensees providing Consumer Credit and all Vendors directly or indirectly providing services related to Lender Licensees providing Consumer Credit shall materially comply with the principles of federal consumer protection laws and regulations, regardless of whether such laws and regulations apply to the Crow Tribe and the lending pursuant to this Act, including: the Truth in Lending Act, 15 U.S.C. §§ 1601 *et seq.*, and implementing Regulation Z, 12 C.F.R. Part 1026; Equal Credit Opportunity Act, 15 U.S.C. §§ 1691 *et seq.*, and implementing Regulation B, 12 C.F.R. Part 1002; Electronic Fund Transfer Act, 15 U.S.C. §§ 1693 *et seq.*, and implementing Regulation E, 12 C.F.R. Part 1005; Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.* and implementing Regulation V, 12 C.F.R. Part 1022; privacy provisions of Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 *et seq.*, and implementing Regulation P, 12 C.F.R. Part 1016, and implementing regulations at 16 C.F.R. Part 314; Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.*, and implementing Regulation F, 12 C.F.R. Part 1006; Payday, Vehicle Title, and Certain High-Cost Installment Loans Rule, 12 C.F.R. Part 1041; Military Lending Act, 10 U.S.C. § 987, and implementing regulations at 32 C.F.R. Part 232; Servicemembers' Civil Relief Act, 50 U.S.C. §§ 3901 *et seq.*; Electronic Signatures in Global and National Commerce Act, 15 USC §§ 7001 *et seq.*; Telemarketing Sale Rule 16 C.F.R. Part 310; Telephone Consumer Protection Act, 42 U.S.C. § 227 and implementing regulations, 47 C.F.R. §§ 64.1200 *et seq.*; Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM"), 15 U.S.C. §§ 7701 *et seq.*; the Federal Trade Commission's

Credit Practices Trade Regulation Rule, 16 C.F.R. Part 444; limitations on unfair or deceptive acts or practices under the Federal Trade Commission Act, 15 U.S.C. § 45; unfair, deceptive or abusive acts or practices under the Consumer Financial Protection Act, 12 U.S.C. §§ 5531 *et seq.*; any amendments to the foregoing acts and regulations; and similar or future federal consumer protection acts or implementing regulations.

5.3 Lending Best Practices. Licensees shall comply with applicable industry best practices that may be established by recognized industry organizations, as determined and ordered by the Authority from time to time.

5.4 Prohibited Acts by Licensees. A Licensee shall not:

5.4.1 Engage in any activities in violation of this Act;

5.4.2 Threaten to use or use any criminal process to collect on any amounts outstanding;

5.4.3 Use any device or agreement which would have the effect of charging or collecting more fees, charges or interest than allowed by this Act;

5.4.4 Use or cause to be published or disseminated any advertisement that contains false, misleading or deceptive statements or representations;

5.4.5 Engage in unfair, deceptive or abusive acts or practices;

5.4.6 Engage in fraudulent acts or practices;

5.4.7 Fail to maintain an effective compliance management system that ensures that the Licensee, its employees, and Vendors comply with this Act, all regulations issued pursuant to this Act and all requirements applicable to such Licensee;

5.4.8 Fail to promptly report to the Authority any federal, state or tribal regulatory inquiry or action, including a civil investigative demand, examination notice, subpoena, enforcement action, complaint, memorandum of understanding or order.

5.5 Books, Accounts and Records, Examinations, Costs.

5.5.1 A Licensee shall electronically maintain all books, accounts, records and electronic data that the Authority reasonably requires. Each Licensee shall:

- (a) Ensure that the books, accounts, records and electronic data are sufficiently detailed to demonstrate the Licensee's compliance with the Act and all applicable Crow Tribe Laws and the principles of federal laws and regulations; and
- (b) Maintain the books, accounts, records and electronic data separately from any other business in which the Licensee is engaged and shall retain the books, accounts and records for at least three years after final payment or charge-off of a Borrower's extension of credit.

5.5.2 The Authority may examine or cause to be examined each Licensee at least annually or at such other times as the Authority may require. In conducting such examination, the Authority may cause the books, accounts, records and electronic data to be examined to determine if the Licensee has complied with this Act and any implementing regulations. The Licensee shall pay the reasonable cost of the examination as may be required by the Authority in accordance with its regulations.

5.6 Annual Reports. Within 90 days of the end of a Licensee's fiscal year, every Licensee shall file a confidential annual report with the Authority. Each report shall contain such information as required by the Authority to determine compliance with this Act.

5.7 Periodic Reports. Licensees deemed by the Authority to conduct substantial business subject to this Act may also be required to periodically file confidential reports with the Authority sufficient for the Authority to determine compliance with this Act.

5.8 Audit Requirements for Vendor Licensees. The Authority may also require a Vendor Licensee to file with the Authority on a confidential basis, together with its annual report required by Section 5.6 above, a true and correct copy of its internally prepared annual financial statements in accordance with generally accepted accounting principles; provided, however, for good cause the Authority may require the Vendor Licensee to provide audited annual financial statements.

5.9 Audit Requirements for Lender Licensees. Each Lender Licensee shall file with the Authority on a confidential basis together with its annual report required by Section 5.6 above or such other time as designated by the Authority, a true and correct copy of its audited annual financial statements prepared in accordance with generally accepted accounting principles.

ARTICLE 6

CREDIT TRANSACTIONS

6.1 Consumer Credit. A Lender Licensee authorized to provide Consumer Credit can provide Consumer Credit that is Installment Credit and Revolving Credit in accordance with the terms and conditions in this Act.

6.1.1 The requirements applicable to Installment Credit that is Consumer Credit include:

| <u>Loan Amount</u> | <u>Minimum Term Length</u> | <u>Maximum Term Length</u> |
|---------------------|----------------------------|----------------------------|
| \$300 to \$700 | 90 days | 360 days |
| \$701 to \$2,500 | 90 days | 720 days |
| \$2,501 to \$5,000 | 180 days | 1,080 days |
| \$5,001 to \$15,000 | 240 days | 1,440 days |

- (i) No single-payment loans are permitted;

- (ii) Scheduled repayment installments shall be either weekly, bi-weekly, semi-monthly or monthly;
- (iii) The scheduled amount of each installment shall be substantially equal and must include accrued interest and a principal balance reduction; and
- (iv) Borrowers shall be provided with a periodic statement covering each billing cycle that reflects all payments made during the billing cycle and all payments to be made in the next billing cycle.

6.1.2 The requirements applicable to Revolving Credit that is Consumer Credit include:

- (i) Credit limit as agreed between Borrower and Lender Licensee with minimum of \$300 and maximum of \$15,000;
- (ii) Minimum payment of at least accrued interest plus 5% of the outstanding principal balance at the end of the monthly billing cycle; and
- (iii) Borrowers shall be provided with a periodic statement covering each monthly billing cycle that reflects all payments made during the billing cycle and all payments to be made in the next billing cycle.

6.1.3 The requirements applicable to Installment Credit and Revolving Credit that is Consumer Credit also include:

- (i) Interest shall be calculated on a simple interest daily basis. The interest rate shall be as agreed between Borrower and Lender Licensee. The interest rate can be fixed rate or a variable rate based on a third party published index.
- (ii) No origination fee or other prepaid finance charge may be contracted for or charged on any Installment Credit loan of \$1,000 or less or Revolving Credit with a credit limit of \$1,000 or less.
- (iii) No collateral is permitted to secure the loan.
- (iv) Full or partial prepayment shall be permitted at any time without fee or penalty;
- (v) All other fees and charges are prohibited, except for the listed fees and charges below:
 - (a) Late charge not to exceed 10% of any payment not received by the Lender Licensee within ten (10) calendar days of its due date;

- (b) Dishonored payment fee not to exceed \$35 for any payment rejected by the depository institution on which it was drawn. If dishonored payment causes that payment to be late, Lender Licensee may assess a late charge in addition to the dishonored payment fee;
- (c) An origination fee or other prepaid finance charge may be contracted for or charged of not greater than:
 - 1. \$75 on an Installment Credit loan with an initial principal balance of \$1,001 to \$2,500 or Revolving Credit with a credit limit of \$1,001 to \$2,500;
 - 2. \$125 on an Installment Credit loan with an initial principal balance of \$2,501 to \$7,500 or Revolving Credit with a credit limit of \$2,501 to \$7,500; or
 - 3. 5% on an Installment Credit loan with an initial principal balance of \$7,501 to \$15,000 or Revolving Credit with a credit limit of \$7,501 to \$15,000;
- (d) On Revolving Credit, a monthly participation fee may be assessed in an amount not exceeding \$20;
- (e) On Revolving Credit, a draw fee may be assessed on draws in excess of \$40 equal to the lesser of \$20 or 10% of the amount of the draw.
- (vi) A Borrower can obtain one or more additional extensions of Consumer Credit or refinancing if the Borrower's existing Installment Credit or Revolving Credit has an outstanding balance, provided that Borrower continues to qualify for Consumer Credit by meeting underwriting criteria.
- (vii) But for accepting a Borrower's personal check, which is permitted at the Lender Licensee's discretion, a Lender Licensee shall permit the following repayment methods by Borrowers:
 - (a) Direct payments by money order, cashier's check, bank bill pay; or
 - (b) Borrower's preauthorized payments through ACH or debit card.
- (viii) A Lender Licensee's underwriting criteria, process and methodology must consider Borrower's ability to make required payments based on the Borrower's income or assets, current obligations and other factors indicative of Borrower's likely ability and willingness to make payments as agreed. In meeting this underwriting requirement, a Lender Licensee may rely upon an

empirically derived, demonstrably and statistically sound credit scoring system.

6.1.4 The Authority, in the exercise of its discretion, may issue regulations to modify or supplement the Consumer Credit requirements in this Section 6.1.

6.2 Commercial Credit: A Lender authorized to provide Commercial Credit may provide Commercial Credit in the form of Installment Credit or Revolving Credit upon such terms and conditions as agreed upon by the Borrower and Lender, including interest rate, payment periods, payment amounts, collateral, and fees and charges.

6.3 Penalty: A Lender Licensee that charges or collects interest or other fees in excess of the interest rate and fees permitted by this Act and agreed upon by the Borrower and Lender Licensee shall forfeit all interest and fees.

ARTICLE 7

RESOLVING BORROWER COMPLAINTS AND DISPUTES

7.1 Borrower Complaints. Each Lender Licensee shall maintain and share an electronic Borrower complaint portal with the Authority. Upon receipt of a Borrower complaint, the Lender Licensee shall investigate the complaint and provide a response to the Borrower within not more than thirty (30) days together with payment of refunds or other monetary relief, to the extent warranted based upon Lender Licensee's review of the complaint. Copies of all complaints and responses shall be promptly filed with the Authority through such complaint portal. The contract between a Lender Licensee and a Borrower shall include a notice providing information for filing a complaint.

7.2 Crow ~~Tribe~~ Tribal Dispute Resolution Procedure Is Either Binding Arbitration or ~~Judicial-Administrative~~ Resolution by the Authority, appealable to Crow ~~Tribe~~ Tribal Court.

7.2.1 The Tribe desires to provide a neutral and accessible forum for the expedient resolution of any Borrower disputes and hereby authorizes the Authority to establish dispute resolution protocols to assist in resolving any dispute related to any Borrower's Agreement made by a Lender Licensee under this Act.

7.2.2 Because of the nature of the Credit to be offered by Lender Licensees, traditional litigation could be cost-prohibitive for Borrowers and inefficient and impractical to address any Crow Tribe sovereignty issues that might be implicated in any dispute. The Crow Tribe believes that informal dispute resolution procedures are much more likely to be cost effective and efficient for Borrowers. Therefore, the Crow Tribe authorizes any Lender Licensee to include binding arbitration in its Borrower Agreements. Therefore, the Crow Tribe also hereby ~~vests-authorizes~~ the Authority ~~with quasi-judicial powers to~~ review and resolve any dispute related to any Borrower's Agreement made by a Lender Licensee under this Act. These dual authorizations for arbitration or Crow Tribe administrative and judicial review provide accessible, fair and expedient avenues for dispute resolution.

7.2.3 Any dispute between a Borrower and a Licensed Lender may be submitted to the Authority and to any appellate body authorized by the Authority, such as a Crow

Tribe Board of Lending Dispute Appeals. Any final decision by the Authority or any appellate review body authorized by the Authority shall be appealable in writing to the Crow ~~Tribe~~-Tribal Court. Appeals to the Crow ~~Tribe~~-Tribal Court are the final step in any appellate process any dispute related to any Borrower's Agreement made by a Lender Licensee under this Act, except for Borrower's Agreements that contain a binding arbitration provision. Any appeal to the Crow ~~Tribe~~-Tribal Court must be submitted in writing within thirty (30) days of any final decision by the Authority or any appellate review body authorized by the Authority. The Crow ~~Tribe~~-Tribal Court is empowered to exercise its judicial powers to finally resolve any such final appeal.

7.3 Disclosure to Borrowers. The Crow Tribe's and any Lender Licensee's sovereign immunity, and the availability of the Crow ~~Tribe~~-Tribal Dispute Resolution Protocol set forth in this Article 7 to resolve any disputes between a Borrower and a Lender Licensee shall be disclosed in writing in each Borrower's Agreement. Likewise, each Borrower's Agreement shall disclose that neither the Crow Tribe nor any Lender Licensee is subject to suit or service of process in any other court or judicial body and that the exclusive means of dispute resolution available to any Borrower are as set forth in the alternative dispute resolution provisions of this Article 7.

ARTICLE 8 **ENFORCEMENT**

8.1 Act Violations.

8.1.1 Any Licensee or other Person who violates or fails to comply with any provision of this Act or who fails to comply with any final order of the Authority may be charged with a violation and provided with due process as set forth in this Act. If the Licensee or Person is found to have committed a violation or if an officer or agent of a Licensee knowingly or recklessly participates in a material violation of this Act, such Licensee or Person may be required to pay a civil fine to the Authority not to exceed Five Thousand Dollars (\$5,000) for each violation. Each day during which any such violation or failure to comply continues may be treated as a separate violation of this Act. A violation or series of violations related to the same act or omission may be treated by the Authority, at its discretion, as one violation.

8.1.2 A Licensee found responsible for a violation pursuant to this Act may also be subject to suspension or revocation of its License.

8.1.3 Further, if it appears to the Administrator that any Person has engaged, is engaging or is about to engage in any act, practice or transaction that constitutes a violation of this Act or any rule or order of the Authority, the Authority may issue an order directing the Person to cease and desist from engaging in the act, practice or transaction or doing any act in furtherance of the act, practice or transaction, and to take appropriate affirmative corrective action. An order issued by the Authority under this section becomes effective at the time of service and remains effective and enforceable except to the extent that it is stayed, modified, terminated or set aside by the Administrator or a reviewing judicial body.

8.2 Notice and Opportunity to Cure; Due Process; Notice; Hearings; Examiner. Absent exigent circumstances or other good cause, the Authority may provide advance notice of its

intention to charge a Licensee or other Person with a violation of this Act, regulations promulgated under this Act, or a final order of the Authority, and to order remedies or impose fines or penalties. The Authority also may permit the Licensee to cure a violation, or allow the Licensee to show cause as to why the conduct of such Licensee or other Person does not violate the Act, regulations issued under the Act, or an Authority Order.

8.3 No Hearing, Voluntary Resolution. Whenever it shall appear to the satisfaction of the Authority that all of the interested parties involved in any dispute or potential violation have agreed to a resolution of a matter, the Authority may dismiss or approve resolution of the issue, as appropriate, without a hearing.

8.4 Notice of Hearing. Unless the Authority has provided notice and opportunity to cure or show cause pursuant to Section 8.2, the Authority shall, within ten (10) days after learning of the event giving rise to the dispute or potential violation, provide a written notice setting forth, with specificity, the disputes and/or potential violations to be resolved and the date and time at which a hearing shall be conducted.

8.5 Hearing. Except as otherwise determined by the Authority, the hearing shall be scheduled to take place no less than ten (10) and no more than thirty (30) business days after the notice of hearing is delivered. At the hearing, the affected parties shall be provided the opportunity to present oral or written testimony to all people interested therein as determined by the Authority.

8.6 Examiner. The Administrator shall act as examiner for the purpose of holding any hearing, or the Authority may appoint an examiner qualified in the law or possessing knowledge or expertise in the subject matter of the hearing for the purpose of conducting the hearing. Any such appointment shall constitute a delegation to such examiner of the powers of the Authority under this Act to conduct a hearing.

8.7 Decision. The Administrator shall issue a written decision within thirty (30) days after holding a hearing. If the hearing is not conducted by the Administrator, the examiner appointed by the Authority pursuant to Section 8.6 shall issue a recommended decision to the Administrator within thirty (30) days after holding the hearing. In such case, the Administrator shall review the recommended decision and accept, reject, or modify it within thirty (30) days of receiving it from the examiner appointed to conduct the hearing. Final decisions of the Administrator shall contain a concise explanation of the reasons supporting the decision, including the findings of fact and conclusions of law, be filed with the Authority, and be provided to all affected parties.

8.8 Appeals. Affected parties may appeal an Authority determination by filing a written appeal to the Crow ~~Tribe~~ Tribal Court within twenty (20) days of receiving the Authority's final written decision. Decisions of the Crow ~~Tribe~~ Tribal Court are only appealable to the Crow Tribe Court of Appeals and no other courts or bodies.

8.9 Purpose of penalties. The fines and penalties imposed under this Act are intended to be remedial and not punitive and are designed to compensate the Crow Tribe for the damage done to the peace, security, economy and general welfare of the Crow Tribe, and to compensate the Crow Tribe for costs incurred by the Crow Tribe in enforcing this Act.

8.10 Seizure and forfeiture of property. Property utilized in violation of this Act shall be subject to seizure and forfeiture by order of the Authority pursuant to such implementing regulations as the Authority shall promulgate.

8.11 Cumulative fines. All fines accruing under this Act shall be cumulative and an action for the recovery of one fine shall not bar or affect the recovery of any other fine, or judgment, penalty, forfeiture or damages nor bar the power of a court of competent jurisdiction to enter an order of contempt, nor bar any criminal prosecution against any officer, director, agent or employee of any Licensee, or any other Person.

ARTICLE 9

USE OF PROCEEDS

9.1 Application of Proceeds. The gross proceeds collected by the Crow Tribe from all licensing of Licensees under this Act and from fines imposed as a result of violations of this Act, shall be applied in the following order: (a) for the payment of all necessary personnel, administrative costs and legal fees incurred in the enforcement of this Act; and (b) the remainder shall be turned over to the Board and expended by the Board for governmental services and programs of the Crow Tribe in accordance with the requirements of Crow Tribe Law.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Severability and Savings Clause. If any provision or application of this Act is determined by judicial review to be invalid, such provision shall be deemed ineffective and void, but shall not render ineffectual the remaining portions of this Act, which shall remain in full force and effect.

10.2 Effective Date. This Act shall be effective as of the date first written above.

10.3 Repeal of Prior Acts. Any and all prior resolutions, laws, regulations, acts or Acts pertaining to the subject matter set forth in this Act are hereby rescinded and repealed in their entirety.

ARTICLE 11

SOVEREIGN IMMUNITY

Nothing contained in this Act nor any action of the Authority are intended to nor does it in any way limit, alter, restrict, or waive the Crow Tribe's or the Authority's sovereign immunity from suit, action or service of process. In its role as provided in this Act, the Administrator, examiner and other Authority employee shall possess sovereign immunity from suit, action and service of process. The Crow Tribe shall indemnify the Administrator, examiner and other Authority employees against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees and any other liabilities incurred by, imposed upon or suffered by such individual in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of the respective duties under this Act of such Administrator, examiners or employees. The immunity and indemnification provided by the Crow Tribe pursuant to this Article to the Administrator, examiners or Authority employees and agents shall not cover

any acts or omissions which involve willful or wanton conduct, breach of good faith, intentional misconduct, or any transaction from which such individual derives an improper personal benefit.