Compact
between
Chippewa Cree Tribe of Rocky Boy's Reservation
and
Office of the Montana Secretary of State
for a
Joint Sovereign Filing System

This Compact is made and entered into this 4 day of APRIL 2012, between the Office of the Montana Secretary of State whose address is State Capitol Building, Rm. 260, Helena, MT 59620, (hereinafter the "Office of the Secretary") and Chippewa Cree Tribe of Rocky Boy's Reservation, whose address is R.R. 1 Box 544, Box Elder, MT 59521 (hereinafter the "Tribe").

PURPOSE OF AGREEMENT

WHEREAS, pursuant to Mont. Code Ann. § 30-9A-501, the Office of the Secretary is the designated Uniform Commercial Code ("UCC") central filing office for the State of Montana for the filing of financing statements assignments, continuations, amendments, partial releases and terminations of UCC documents for which central filing is required, as well as the place of filing for Effective Financing Statements ("EFSs") under the Federal Food Security Act of 1985, 7 U.S.C. §1631, and its implementing regulations, 9 CFR Part 205; and

WHEREAS, the Chippewa Cree Tribal Secured Transactions Code of the Chippewa Cree Law and Order Code (hereinafter the "Tribal Act") was adopted in substantial conformance with the Model Tribal Secured Transactions Act as promulgated by the National Conference of Commissioners on Uniform Laws in 2005, and is consistent in its core principles with Article 9 of the Uniform Commercial Code as revised by the National Conference of Commissioners on Uniform State Laws in 1999 and as adopted by the State of Montana in 2001, and any subsequent amendments thereto; and

WHEREAS, Section 9-501 of the Tribal Act provides that, except with respect to certain real estate related collateral (as-extracted collateral, timber and fixtures), the place to file a financing statement to perfect a security interest governed by the Tribal Act is the Office of the Montana Secretary of State; and

WHEREAS, the Tribe wishes to engage the Office of the Secretary to provide a central filing system ("Central Filing System") in order to serve as the place (the "Central Filing Office") for lenders to file financing statements to perfect security interests in personal property collateral that arise under the Tribal Act, and to provide certain administrative services relating thereto; and

WHEREAS, the Office of the Secretary has agreed to serve as the location and administrator for lenders to perfect a security interest in personal property collateral that arise under the Tribal Act; and

WHEREAS, the Office of the Secretary has agreed to provide the Central Filing System and serve as the Central Filing Office, and to provide certain administrative services relating thereto; and

WHEREAS, the Office of the Secretary and the Tribe have expressed a desire to work together to support commercial development by the Tribe, which may include additional administrative services to be provided by the Office of the Secretary through future compacts or agreements, such as centralized filing of business entity documents, assumed business names, and similar records.

IN FURTHERANCE THEREOF, the Office of the Secretary and the Tribe agree that the Office of the Secretary shall provide the Central Filing System and serve as the Central Filing Office pursuant to the terms and conditions set forth herein.

RESPONSIBILITIES OF TRIBE

1. The Tribe agrees to keep on its books a secured transactions law, such as the Tribal Act, consistent in its core principles with UCC Revised Article 9, Title 30, Chapter 9A, Mont. Code Ann., as adopted by the State of Montana.

2. As it has in Section 9-503 of the Tribal Act, the Tribe agrees to adopt verbatim and incorporate by reference into the Tribal Act the rules, procedures and requirements for filing specified in Title 30, Chapter 9A, Part 5 of the Montana Code Annotated, and Title 44, Chapters 2 and 6 of the Administrative Rules of Montana relating thereto, as such statutes and rules may be amended from time to time (the "Montana UCC Filing Provisions") and hereby acknowledges and agrees to the scope of the Office of the Secretary's filing responsibilities contained in the Montana UCC Filing Provisions.

3. The Tribe agrees that the filing requirements and fees will always be identical under state and tribal UCC law so that any creditor, who wishes to perfect a security interest under either state or tribal law, or both, will be dealing with identical rules concerning filing requirements and fees.

RESPONSIBILITIES OF THE OFFICE OF THE SECRETARY

4. The Office of the Secretary agrees to serve as the central filing office for the purpose of receiving filings under the Tribal Act, in the same manner as it performs these filing duties under the Montana UCC filing provisions, and make available the option of electronic filing under the same terms and conditions that electronic filing is available to lenders who file under state law. The parties agree that the duties undertaken by the Office of the Secretary pursuant to this Compact are ministerial in nature and the parties further agree that all filings made under the Tribal Act with the Office of the Secretary pursuant to this Compact are tribal records and the property of the Tribe.

5. The Office of the Secretary shall have the right to reject or remove improper or fraudulent liens tendered under the Tribal Act to the same extent as provided in Mont. Code Ann. § 30-9A-420, as enacted or amended.

6. The Tribe shall prepare a form of financing statement to be used for filing with the Secretary which is readily distinguishable from the financing statement forms used under the UCC and shall assist the Secretary in making such forms available, together with public information concerning the Tribal Act and the provisions of this Compact.

7. The Office of the Secretary agrees that it will provide timely notice to the Tribe of any anticipated and final amendments to the Montana UCC Filing Provisions on July 1 of each year during the term of this Compact.

8. As soon as practicable after the effective date of this Compact, the Office of the Secretary shall update its website to add a menu item specific to the Tribe's Secured Transaction Act and named "Chippewa Cree Tribe UCC."

DURATION

9. Subject to approval of the Attorney General of Montana as required in the State-Tribal Cooperative Agreements Act, Mont. Code Ann. §§ 18-11-101, *et seq.*, this Compact shall be effective for five years commencing on the date of the Attorney General's actual or statutory approval, as provided in Mont. Code Ann. § 18-11-105, and may be renewed by the parties thereafter for additional five-year periods, unless sooner terminated pursuant to this Compact.

TERMINATION

10. This Compact may be terminated by either party hereto without cause upon 90-days' written notice.

11. Notwithstanding the provisions of the above paragraphs, the obligations of the Office of the Secretary under this Compact depend upon the continued legislative authority under state law to operate the Central Filing System and perform the duties and services contemplated herein. This Compact will automatically terminate if the Legislature of the State of Montana removes the Office of the Secretary's authority or fails to appropriate funds or grant expenditure authority sufficient to cover the costs and expenses necessary to carry out the duties hereunder.

12. This Compact may be terminated upon 30-days' written notice by any party upon the substantial failure by the other party to fulfill its obligations hereunder. The defaulting party shall have 30-calendar days from receipt of notice to cure such default. If such default is not timely cured, termination shall be effective 30-days after receipt of the initial notice by the defaulting party.

13. The Office of the Secretary agrees to continue to perform its duties hereunder during any notice period, up to and including the date of termination. After the date of termination, the Office of the Secretary is unconditionally relieved from any and all duties, responsibilities and obligations hereunder, with the exception of the preservation and disposition of records pursuant to Paragraph 14.

RECORD PRESERVATION AND DISPOSITION UPON TERMINATION

14. The Office of the Secretary agrees to preserve all filings made pursuant to the Tribal Act ("Tribal Act Filings") that are received in the Central Filing Office under this Compact in exactly the same manner as it preserves UCC filings made and received under the Montana UCC Filing Provisions. If during the term of this Compact the Office of the Secretary in any manner upgrades or otherwise changes the method of preservation of the UCC filings under the Montana UCC Filing Provisions, the Office of the Secretary agrees to perform the same upgrades and changes as to Tribal Act Filings. In the event of termination of this Compact, the Office of the Secretary agrees, at the Tribe's sole option, to deliver duplicate copies of all records then actively maintained hereunder (the "Tribal Act Records") to the Tribe. In any event, the Office of the Secretary will continue to preserve the Tribal Act Records in exactly the same manner as it would preserve similar state records for the requisite period then in effect. In addition, the Office of the Secretary agrees to provide to the Tribe, at the Tribe's expense, copies of any magnetically stored Tribal Act Records together with both print-out and available digital copies of such Tribal Act Records as are then available in electronic form. The Tribe agrees to pay the actual costs of providing such records.

COURT APPEARANCE BY SECRETARY OF STATE

15. The Office of the Secretary, agrees to respond to subpoenas issued by the Chippewa Cree Tribal Court for the purpose of giving testimony relative to authentication of Tribal Act Records maintained by the Office of the Secretary hereunder. The Tribe agrees to reimburse the reasonable expenses incurred by the Office of the Secretary in such cases. Expenses shall be deemed reasonable if they are comparable to those paid in the event a representative of the Office of the Secretary were appearing in state or federal court under similar circumstances.

16. The Tribe agrees that copies of Tribal Act Records under this Compact that are certified by the Secretary or the Secretary's designee as true copies shall be admissible as evidence in Chippewa Cree Tribal Court without further foundation, and notwithstanding any tribal law of evidence that may be inconsistent with this provision.

FILING AND SERVICE FEES

17. The Tribe agrees that the Office of the Secretary, as compensation for the duties performed hereunder, may collect and retain all filing and related service fees for providing Central Filing Services and serving as the Central Filing Office for filings made under the Tribal Act. The Office of the Secretary agrees that such fees shall be the same as those required under the Montana UCC Filing Provisions.

SOVEREIGN IMMUNITY; TRIBAL JURISDICTION

18. Nothing in this Compact shall be construed as a waiver of sovereign immunity of either the Tribe or the State of Montana. Furthermore, nothing in this Compact or the provision of services hereunder shall be construed as limiting in anyway or

otherwise infringing upon the jurisdiction of the Tribe's courts or application of the Tribe's laws.

NO LIABILITY FOR PERFORMANCE

19. The Tribe agrees that it will not bring any legal action or claim against the Office of the Secretary arising out of or in any way connected with the Office of the Secretary's performance of the services set forth hereunder. Furthermore, the Tribe agrees to hold the Office of the Secretary harmless and indemnify and defend the Office of the Secretary from any and all third party claims arising out of or in any way connected with the Office of the Secretary's performance of the services set forth hereunder; provided, however, that nothing herein requires the Tribe to hold the Office of the Secretary harmless from or defend it against third party claims arising solely from the errors or omissions of the Office of the Secretary.

ASSIGNMENTS; AMENDMENTS; NOTICES

20. This Compact, or any part thereof, shall not be assigned, transferred, or disposed of to any person, firm, corporation, or other entity. This Agreement may not be amended or modified except in a writing signed by the Secretary or the Secretary's designee and the Tribe.

21. Any notice to be given under the terms of this Agreement shall be in writing and shall be served by certified mail, return receipt requested, directed to the party to be served at the following address:

Office of the Secretary: Montana Office of the Secretary of State
State Capitol Building, Rm. 260
Helena, MT 59620
Attention: Business Services Division

Tribe: Chippewa Cree Tribe
RR1 Box 544
Box Elder, MT 59521
Attention: Chairman Sunchild

A party wishing to change its designated address shall do so by notice in writing to the other party. Notice shall be deemed complete when received by the other party.

Montana Office of the Secretary of State

By: Linda McCulloch
Linda McCulloch, Secretary of State

Chippewa Cree Tribe

Bruce Sunchild, Chairman

Approved pursuant to Mont. Code Ann. §§ 18-11-101, *et seq.*:

Attorney General of Montana

By: _____ Date: April 3, 2012