

**CROW TRIBAL LEGISLATURE
MARCH 13, 2007 SPECIAL SESSION**

BILL NO. CLB07-06

**INTRODUCED BY CARL E. VENNE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH**

A BILL FOR AN ACT ENTITLED:

“APSAALOOKE LIMITED LIABILITY COMPANY ACT”

WHEREAS, under Article IV, Section 3 of the Constitution and Bylaws of the Crow Tribe of Indians (the “Constitution”), the Executive Branch has the power and responsibility to represent the Crow Tribe in negotiations with Federal, State and local governments and other agencies, corporations, associations, or individuals in matters of welfare affecting the Crow Tribe, to administer and oversee all functions of the Executive Branch, to protect and preserve the property, wildlife and natural resources of the Tribe in accordance with ordinances adopted by the Legislative Branch; and

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, 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 natural resources, it is necessary and desirable to establish a legal framework for organizing individually-owned business entities under Tribal law in order to expand the private business sector on the Reservation, and to authorize the formation of Tribally-owned business entities, 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, the Tribe has worked with the National Conference of Commissioners on Uniform State Laws (NCCUSL) to adapt the 2006 Revised Uniform Limited Liability Act for the above purposes, and the Apsaalooke Limited Liability Act therefore substantially conforms to the uniform act with the addition of the provisions for Tribal LLC's in Part 11;

NOW, THEREFORE, BE IT ENACTED BY THE CROW TRIBAL LEGISLATURE:

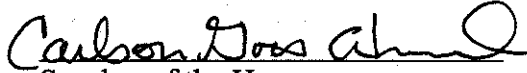
Section 1. Adoption. The "Apsaalooke Limited Liability Company Act" attached hereto and incorporated herein by reference is hereby adopted as the law of the Crow Tribe.

Section 2. Effective Date. Upon approval of this Bill, the Act shall become effective immediately.

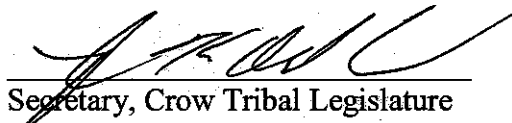
Section 3. Codification Instructions. Upon approval, the Act shall be codified as Title 18, Chapter 5 of the Crow Law and Order Code.

CERTIFICATION

I hereby certify that this Bill for an Act entitled "APSAALOOKE LIMITED LIABILITY COMPANY ACT" was duly enacted by the Crow Tribal Legislature with a vote of 10 in favor, 7 opposed, and 0 abstained and that a quorum was present on this 13TH day of March, 2007.


Speaker of the House
Crow Tribal Legislature

ATTEST:


Secretary, Crow Tribal Legislature




EXECUTIVE ACTION

I hereby

✓ approve

 veto

this Bill for an Act entitled "APSAALOOKE LIMITED LIABILITY ACT" pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 of the Constitution and Bylaws of the Crow Tribe of Indians, on this 19 day of 11/2007, 2007.


Carl E. Venne, Chairman
Crow Tribal Executive Branch

"Apsáalooke Limited Liability Company Act"

Bill or Resolution Number CLB0706 Introduced by Executive Date of Vote March 13, 2007
Branch

Representative:	Yes	No	Abstained
L. Plain Bull		✓	
O. Costa		✓	
V. Crooked Arm	✓		
M. Not Afraid *	✓		
R. Iron		✓	
B. House	✓		
E. Fighter	✓		
L. Costa	✓		
L. Hogan		✓	
S. Fitzpatrick	✓		
K. Real Bird	✓		
M. Covers Up		✓	
L. Not Afraid		✓	
B. Shane	✓		
J. Stone	✓		
D. Wilson			
R. Old Crow <i>Secretary of the House</i>	✓		
D. Goes Ahead <i>Speaker of the House</i>		✓	
Totals:	<u>10</u>	<u>7</u>	<u>0</u>

Result of Vote:

Passed

Not Passed

Tabled

Veto Override

Signature Officer:

Carlson Evans Ahn

Date: 3-13-07

CROW LAW AND ORDER CODE

TITLE 18. BUSINESS ORGANIZATIONS

CHAPTER 5.

APSAALOOKE LIMITED LIABILITY COMPANY ACT

PART 1

GENERAL PROVISIONS

SECTION 18-5-101. SHORT TITLE, AUTHORITY AND PURPOSES.

(a) This Chapter may be cited as the Apsaalooke Limited Liability Company Act.

(b) This Chapter is enacted pursuant to the Crow Tribe's inherent sovereign powers and as specifically authorized by the Constitution and Bylaws of the Crow Tribe of Indians adopted July 14, 2001 (the "Constitution"), Article V, Section 2(a), which provides for the adoption of laws, ordinances and codes for the governance of the Tribe and the licensing of members and non-members for various purposes; and Article V, Section 2(c), which provides for the adoption of legislation chartering instrumentalities of the Crow Tribe for the purposes of economic development and other purposes. Additional authority for this Chapter is provided in Article IV, Sections 3(a), (b), (c) and (k) and Article V, Sections 2(b), and (f) of the Constitution.

(c) The purposes of this Chapter are to provide for the 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 natural resources by:

(1) providing the legal framework for organizing individually-owned business entities under Tribal law in order to expand the private business sector on the Reservation, and

(2) authorizing the formation of Tribally-owned business entities 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 formal Tribal Government action.

SECTION 18-5-102. DEFINITIONS. In this Chapter:

(1) "Certificate of organization" means the certificate required by Section 18-5-201. The term includes the certificate as amended or restated.

(2) "Contribution" means any benefit provided by a person to a limited liability company:

(A) in order to become a member upon formation of the company and in accordance with an agreement between or among the persons that have agreed to become the initial members of the company;

(B) in order to become a member after formation of the company and in accordance with an agreement between the person and the company; or

(C) in the person's capacity as a member and in accordance with the operating agreement or an agreement between the member and the company.

(3) "Debtor in bankruptcy" means a person that is the subject of:

(A) an order for relief under Title 11 of the United States Code or a successor statute of general application; or

(B) a comparable order under federal, tribal, state, or foreign law governing insolvency.

(4) "Designated office" means:

(A) the office that a limited liability company is required to designate and maintain under Section 18-5-113; or

(B) the principal office of a foreign limited liability company.

(5) "Distribution", except as otherwise provided in Section 18-5-405(g), means a transfer of money or other property from a limited liability company to another person on account of a transferable interest.

(6) "Effective", with respect to a record required or permitted to be delivered to the Tribal Secretary for filing under this Chapter, means effective under Section 18-5-205(c).

(7) "Foreign limited liability company" means an unincorporated entity formed under the law of a jurisdiction other than the Crow Tribe and denominated by that law as a limited liability company.

(8) "Limited liability company", except in the phrase "foreign limited liability company", means an entity formed under this Chapter.

(9) "Manager" means a person that under the operating agreement of a manager-managed limited liability company is responsible, alone or in concert with others, for performing the management functions stated in Section 18-5-407(c).

(10) "Manager-managed limited liability company" means a limited liability company that qualifies under Section 18-5-407(a).

(11) "Member" means a person that has become a member of a limited liability company under Section 18-5-401 and has not dissociated under Section 18-5-602.

(12) "Member-managed limited liability company" means a limited liability company that is not a manager-managed limited liability company.

(13) "Operating agreement" means the agreement, whether or not referred to as an operating agreement and whether oral, in a record, implied, or in any combination thereof, of all the members of a limited liability company, including a sole member, concerning the matters described in Section 18-5-110(a). The term includes the agreement as amended or restated.

(14) "Organizer" means a person that acts under Section 18-5-201 to form a limited liability company.

(15) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

(16) "Principal office" means the principal executive office of a limited liability company or foreign limited liability company, whether or not the office is located within the Crow Indian Reservation.

(17) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(18) "Sign" means, with the present intent to authenticate or adopt a record:

(A) to execute or adopt a tangible symbol; or

(B) to attach to or logically associate with the record an electronic symbol, sound, or process.

(19) "State" means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

(20) "Transfer" includes an assignment, conveyance, deed, bill of sale, lease, mortgage, security interest, encumbrance, gift, and transfer by operation of law.

(21) "Transferable interest" means the right, as originally associated with a person's capacity as a member, to receive distributions from a limited liability company in accordance with the operating agreement, whether or not the person remains a member or continues to own any part of the right.

(22) "Transferee" means a person to which all or part of a transferable interest has been transferred, whether or not the transferor is a member.

(23) "Tribal," "Tribe" and "Crow Tribe" refer to the Crow Tribe of Montana, a federally-recognized Indian Tribe, whose people refer to themselves as "Apsaalooke."

(24) "Tribal Court" means the Crow Tribal Court, including any division of the Court which may be established to adjudicate commercial disputes and appellate courts.

(25) "Tribally-controlled company" means any limited liability company that is wholly owned by the Crow Tribe, or wholly owned by any LLC, corporation, or other entity or instrumentality that is wholly owned by the Crow Tribe or wholly-owned subsidiaries thereof.

(26) "Tribal Secretary" means the office of the Secretary of the Executive Branch of the Crow Tribe, including the Office of Business Entity Registration.

(27) "Reservation" means the Crow Indian Reservation in Montana, including all lands within the exterior boundaries of the Reservation, all Tribally-owned lands and interests in lands in the "ceded area," and all other lands within the jurisdiction of the Crow Tribe.

SECTION 18-5-103. KNOWLEDGE; NOTICE.

(a) A person knows a fact when the person:

(1) has actual knowledge of it; or

(2) is deemed to know it under subsection (d)(1) or law other than this Chapter.

(b) A person has notice of a fact when the person:

(1) has reason to know the fact from all of the facts known to the person at the time in question; or

(2) is deemed to have notice of the fact under subsection (d)(2).

(c) A person notifies another of a fact by taking steps reasonably required to inform the other person in ordinary course, whether or not the other person knows the fact.

(d) A person that is not a member is deemed:

(1) to know of a limitation on authority to transfer real property as provided in Section 18-5-302(g); and

(2) to have notice of a limited liability company's:

(A) dissolution, 90 days after a statement of dissolution under Section 18-5-702(b)(2)(A) becomes effective;

(B) termination, 90 days after a statement of termination Section 18-5-702(b)(2)(F) becomes effective; and

(C) merger, conversion, or domestication, 90 days after articles of merger, conversion, or domestication under Part 10 become effective.

SECTION 18-5-104. NATURE, PURPOSE, AND DURATION OF LIMITED LIABILITY COMPANY.

(a) A limited liability company is an entity distinct from its members.

(b) A limited liability company may have any lawful purpose, regardless of whether for profit.

(c) A limited liability company has perpetual duration.

SECTION 18-5-105. POWERS. A limited liability company has the capacity to sue and be sued in its own name and the power to do all things necessary or convenient to carry on its activities; except that a Tribally-controlled company shall have the same sovereign immunity from suit as the Crow Tribe unless otherwise effectively waived under Part 11 of this Chapter.

SECTION 18-5-106. GOVERNING LAW. The law of the Crow Tribe governs:

(1) the internal affairs of a limited liability company; and

(2) the liability of a member as member and a manager as manager for the debts, obligations, or other liabilities of a limited liability company.

SECTION 18-5-107. SUPPLEMENTAL PRINCIPLES OF LAW. Unless displaced by particular provisions of this Chapter or other codified Tribal law, the principles of law and equity supplement this Chapter.

SECTION 18-5-108. NAME.

(a) The name of a limited liability company must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C.", or "LC". "Limited" may be abbreviated as "Ltd.", and "company" may be abbreviated as "Co.".

(b) Unless authorized by subsection (c), the name of a limited liability company must be distinguishable in the records of the Tribal Secretary from:

- (1) the name of each person that is not an individual and that is incorporated, organized, or authorized to transact business within the Crow Indian Reservation;
- (2) the limited liability company name stated in each certificate of organization that contains the statement as provided in Section 18-5-201(b)(3) and that has not lapsed; and
- (3) each name reserved under Section 18-5-109 and any other codified Tribal law allowing the reservation or registration of business names, including fictitious or assumed name statutes.

(c) A limited liability company may apply to the Tribal Secretary for authorization to use a name that does not comply with subsection (b). The Tribal Secretary shall authorize use of the name applied for if, as to each noncomplying name:

- (1) the present user, registrant, or owner of the noncomplying name consents in a signed record to the use and submits an undertaking in a form satisfactory to the Tribal Secretary to change the noncomplying name to a name that complies with subsection (b) and is distinguishable in the records of the Tribal Secretary from the name applied for; or
- (2) the applicant delivers to the Tribal Secretary a certified copy of the final judgment of the Crow Tribal Court establishing the applicant's right under Tribal law to use the name applied for.

(d) Subject to Section 18-5-805, this section applies to a foreign limited liability company transacting business within the Crow Indian Reservation which has a certificate of authority to transact business within this Reservation or which has applied for a certificate of authority.

SECTION 18-5-109. RESERVATION OF NAME.

(a) A person may reserve the exclusive use of the name of a limited liability company, including a fictitious or assumed name for a foreign limited liability company whose name is not available, by delivering an application to the Tribal Secretary for filing. The application must state the name and address of the applicant and the name proposed to be reserved. If the Tribal Secretary finds that the name applied for is available, it must be reserved for the applicant's exclusive use for a 120-day period.

(b) The owner of a name reserved for a limited liability company may transfer the reservation to another person by delivering to the Tribal Secretary for filing a signed notice of the transfer which states the name and address of the transferee.

SECTION 18-5-110. OPERATING AGREEMENT; SCOPE, FUNCTION, AND LIMITATIONS.

(a) Except as otherwise provided in subsections (b) and (c), the operating agreement governs:

- (1) relations among the members as members and between the members and the limited liability company;
- (2) the rights and duties under this Chapter of a person in the capacity of manager;
- (3) the activities of the company and the conduct of those activities; and
- (4) the means and conditions for amending the operating agreement.

(b) To the extent the operating agreement does not otherwise provide for a matter described in subsection (a), this Chapter governs the matter.

(c) Except as otherwise provided for Tribally-controlled companies under Part 11 of this Chapter, an operating agreement may not:

- (1) vary a limited liability company's capacity under Section 18-5-105 to sue and be sued in its own name;
- (2) vary the law applicable under Section 18-5-106;
- (3) vary the power of the court under Section 18-5-204;
- (4) subject to subsections (d) through (g), eliminate the duty of loyalty, the duty of care, or any other fiduciary duty;
- (5) subject to subsections (d) through (g), eliminate the contractual obligation of good faith and fair dealing under Section 18-5-409(d);
- (6) unreasonably restrict the duties and rights stated in Section 18-5-410;
- (7) vary the power of a court to decree dissolution in the circumstances specified in Section 18-5-701(a)(4) and (5);
- (8) vary the requirement to wind up a limited liability company's business as specified in Section 18-5-702(a) and (b)(1);
- (9) unreasonably restrict the right of a member to maintain an action under Part 9;
- (10) restrict the right to approve a merger, conversion, or domestication under Section 18-5-1014 to a member that will have personal liability with respect to a surviving, converted, or domesticated organization; or

(11) except as otherwise provided in Section 18-5-112(b), restrict the rights under this Chapter of a person other than a member or manager.

(d) If not manifestly unreasonable, the operating agreement may:

(1) restrict or eliminate the duty:

(A) as required in Section 18-5-409(b)(1) and (g), to account to the limited liability company and to hold as trustee for it any property, profit, or benefit derived by the member in the conduct or winding up of the company's business, from a use by the member of the company's property, or from the appropriation of a limited liability company opportunity;

(B) as required in Section 18-5-409(b)(2) and (g), to refrain from dealing with the company in the conduct or winding up of the company's business as or on behalf of a party having an interest adverse to the company; and

(C) as required by Section 18-5-409(b)(3) and (g), to refrain from competing with the company in the conduct of the company's business before the dissolution of the company;

(2) identify specific types or categories of activities that do not violate the duty of loyalty;

(3) alter the duty of care, except to authorize intentional misconduct or knowing violation of law;

(4) alter any other fiduciary duty, including eliminating particular aspects of that duty; and

(5) prescribe the standards by which to measure the performance of the contractual obligation of good faith and fair dealing under Section 18-5-409(d).

(e) The operating agreement may specify the method by which a specific act or transaction that would otherwise violate the duty of loyalty may be authorized or ratified by one or more disinterested and independent persons after full disclosure of all material facts.

(f) To the extent the operating agreement of a member-managed limited liability company expressly relieves a member of a responsibility that the member would otherwise have under this Chapter and imposes the responsibility on one or more other members, the operating agreement may, to the benefit of the member that the operating agreement relieves of the responsibility, also eliminate or limit any fiduciary duty that would have pertained to the responsibility.

(g) The operating agreement may alter or eliminate the indemnification for a member or manager provided by Section 18-5-408(a) and may eliminate or limit a member or manager's liability to the limited liability company and members for money damages, except for:

- (1) breach of the duty of loyalty;
- (2) a financial benefit received by the member or manager to which the member or manager is not entitled;
- (3) a breach of a duty under Section 18-5-406;
- (4) intentional infliction of harm on the company or a member; or
- (5) an intentional violation of criminal law.

(h) The Tribal Court shall decide any claim under subsection (d) that a term of an operating agreement is manifestly unreasonable. The court:

- (1) shall make its determination as of the time the challenged term became part of the operating agreement and by considering only circumstances existing at that time; and
- (2) may invalidate the term only if, in light of the purposes and activities of the limited liability company, it is readily apparent that:
 - (A) the objective of the term is unreasonable; or
 - (B) the term is an unreasonable means to achieve the provision's objective.

SECTION 18-5-111. OPERATING AGREEMENT; EFFECT ON LIMITED LIABILITY COMPANY AND PERSONS BECOMING MEMBERS; PREFORMATION AGREEMENT.

(a) A limited liability company is bound by and may enforce the operating agreement, whether or not the company has itself manifested assent to the operating agreement.

(b) A person that becomes a member of a limited liability company is deemed to assent to the operating agreement.

(c) Two or more persons intending to become the initial members of a limited liability company may make an agreement providing that upon the formation of the company the agreement will become the operating agreement. One person intending to become the initial member of a limited liability company may assent to terms providing that upon the formation of the company the terms will become the operating agreement.

SECTION 18-5-112. OPERATING AGREEMENT; EFFECT ON THIRD PARTIES AND RELATIONSHIP TO RECORDS EFFECTIVE ON BEHALF OF LIMITED LIABILITY COMPANY.

(a) An operating agreement may specify that its amendment requires the approval of a person that is not a party to the operating agreement or the satisfaction of a condition. An amendment is ineffective if its adoption does not include the required approval or satisfy the specified condition.

(b) The obligations of a limited liability company and its members to a person in the person's capacity as a transferee or dissociated member are governed by the operating agreement. Subject only to any court order issued under Section 18-5-503(b)(2) to effectuate a charging order, an amendment to the operating agreement made after a person becomes a transferee or dissociated member is effective with regard to any debt, obligation, or other liability of the limited liability company or its members to the person in the person's capacity as a transferee or dissociated member.

(c) If a record that has been delivered by a limited liability company to the Tribal Secretary for filing and has become effective under this Chapter contains a provision that would be ineffective under Section 18-5-110(c) if contained in the operating agreement, the provision is likewise ineffective in the record.

(d) Subject to subsection (c), if a record that has been delivered by a limited liability company to the Tribal Secretary for filing and has become effective under this Chapter conflicts with a provision of the operating agreement:

(1) the operating agreement prevails as to members, dissociated members, transferees, and managers; and

(2) the record prevails as to other persons to the extent they reasonably rely on the record.

SECTION 18-5-113. OFFICE AND AGENT FOR SERVICE OF PROCESS.

(a) A limited liability company shall designate and continuously maintain within the Crow Indian Reservation:

(1) an office, which need not be a place of its activity on the Reservation; and

(2) an agent for service of process.

(b) A foreign limited liability company that has a certificate of authority under Section 18-5-802 shall designate and continuously maintain within the Crow Indian Reservation an agent for service of process.

(c) An agent for service of process of a limited liability company or foreign limited liability company must be an individual who is a resident of the Crow Indian Reservation or other person with authority to transact business within the Reservation.

SECTION 18-5-114. CHANGE OF DESIGNATED OFFICE OR AGENT FOR SERVICE OF PROCESS.

(a) A limited liability company or foreign limited liability company may change its designated office, its agent for service of process, or the address of its agent for service of process by delivering to the Tribal Secretary for filing a statement of change containing:

- (1) the name of the company;
- (2) the street and mailing addresses of its current designated office;
- (3) if the current designated office is to be changed, the street and mailing addresses of the new designated office;
- (4) the name and street and mailing addresses of its current agent for service of process; and
- (5) if the current agent for service of process or an address of the agent is to be changed, the new information.

(b) Subject to Section 18-5-205(c), a statement of change is effective when filed by the Tribal Secretary.

SECTION 18-5-115. RESIGNATION OF AGENT FOR SERVICE OF PROCESS.

(a) To resign as an agent for service of process of a limited liability company or foreign limited liability company, the agent must deliver to the Tribal Secretary for filing a statement of resignation containing the company name and stating that the agent is resigning.

(b) The Tribal Secretary shall file a statement of resignation delivered under subsection (a) and mail or otherwise provide or deliver a copy to the designated office of the limited liability company or foreign limited liability company and another copy to the principal office of the company if the mailing addresses of the principal office appears in the records of the Tribal Secretary and is different from the mailing address of the designated office.

(c) An agency for service of process terminates on the earlier of:

- (1) the 31st day after the Tribal Secretary files the statement of resignation; or
- (2) when a record designating a new agent for service of process is delivered to the Tribal Secretary for filing on behalf of the limited liability company and becomes effective.

SECTION 18-5-116. SERVICE OF PROCESS.

(a) An agent for service of process appointed by a limited liability company or foreign limited liability company is an agent of the company for service of any process, notice, or demand required or permitted by law to be served on the company.

(b) If a limited liability company or foreign limited liability company does not appoint or maintain an agent for service of process within the Crow Indian Reservation or the agent for service of process cannot with reasonable diligence be found at the agent's street address, the Tribal Secretary is an agent of the company upon whom process, notice, or demand may be served.

(c) Service of any process, notice, or demand on the Tribal Secretary as agent for a limited liability company or foreign limited liability company may be made by delivering to the Tribal Secretary duplicate copies of the process, notice, or demand. If a process, notice, or demand is served on the Tribal Secretary, the Tribal Secretary shall forward one of the copies by registered or certified mail, return receipt requested, to the company at its designated office.

(d) Service is effected under subsection (c) at the earliest of:

(1) the date the limited liability company or foreign limited liability company receives the process, notice, or demand;

(2) the date shown on the return receipt, if signed on behalf of the company; or

(3) five days after the process, notice, or demand is deposited with the United States Postal Service, if correctly addressed and with sufficient postage.

(e) The Tribal Secretary shall keep a record of each process, notice, and demand served pursuant to this section and record the time of, and the action taken regarding, the service.

(f) This section does not affect the right to serve process, notice, or demand in any other manner provided by law.

PART 2

FORMATION; CERTIFICATE OF ORGANIZATION AND OTHER FILINGS

SECTION 18-5-201. FORMATION OF LIMITED LIABILITY COMPANY; CERTIFICATE OF ORGANIZATION.

(a) One or more persons may act as organizers to form a limited liability company by signing and delivering to the Tribal Secretary for filing a certificate of organization.

(b) A certificate of organization must state:

- (1) the name of the limited liability company, which must comply with Section 18-5-108;
- (2) the street and mailing addresses of the initial designated office and the name and street and mailing addresses of the initial agent for service of process of the company; and
- (3) if the company will have no members when the Tribal Secretary files the certificate, a statement to that effect.

(c) Subject to Section 18-5-112(c), a certificate of organization may also contain statements as to matters other than those required by subsection (b). However, a statement in a certificate of organization is not effective as a statement of authority.

(d) Unless the filed certificate of organization contains the statement as provided in subsection (b)(3), the following rules apply:

- (1) A limited liability company is formed when the Tribal Secretary has filed the certificate of organization and the company has at least one member, unless the certificate states a delayed effective date pursuant to Section 18-5-205(c).
- (2) If the certificate states a delayed effective date, a limited liability company is not formed if, before the certificate takes effect, a statement of cancellation is signed and delivered to the Tribal Secretary for filing and the Tribal Secretary files the certificate.
- (3) Subject to any delayed effective date and except in a proceeding by the Crow Tribe to dissolve a limited liability company, the filing of the certificate of organization by the Tribal Secretary is conclusive proof that the organizer satisfied all conditions to the formation of a limited liability company.

(e) If a filed certificate of organization contains a statement as provided in subsection (b)(3), the following rules apply:

- (1) The certificate lapses and is void unless, within 90 days from the date the Tribal Secretary files the certificate, an organizer signs and delivers to the Tribal Secretary for filing a notice stating:
 - (A) that the limited liability company has at least one member; and
 - (B) the date on which a person or persons became the company's initial member or members.

(2) If an organizer complies with paragraph (1), a limited liability company is deemed formed as of the date of initial membership stated in the notice delivered pursuant to paragraph (1).

(3) Except in a proceeding by the Crow Tribe to dissolve a limited liability company, the filing of the notice described in paragraph (1) by the Tribal Secretary is conclusive proof that the organizer satisfied all conditions to the formation of a limited liability company.

SECTION 18-5-202. AMENDMENT OR RESTATEMENT OF CERTIFICATE OF ORGANIZATION.

(a) A certificate of organization may be amended or restated at any time.

(b) To amend its certificate of organization, a limited liability company must deliver to the Tribal Secretary for filing an amendment stating:

(1) the name of the company;

(2) the date of filing of its certificate of organization; and

(3) the changes the amendment makes to the certificate as most recently amended or restated.

(c) To restate its certificate of organization, a limited liability company must deliver to the Tribal Secretary for filing a restatement, designated as such in its heading, stating:

(1) in the heading or an introductory paragraph, the company's present name and the date of the filing of the company's initial certificate of organization;

(2) if the company's name has been changed at any time since the company's formation, each of the company's former names; and

(3) the changes the restatement makes to the certificate as most recently amended or restated.

(d) Subject to Sections 18-5-112(c) and 18-5-205(c), an amendment to or restatement of a certificate of organization is effective when filed by the Tribal Secretary.

(e) If a member of a member-managed limited liability company, or a manager of a manager-managed limited liability company, knows that any information in a filed certificate of organization was inaccurate when the certificate was filed or has become inaccurate owing to changed circumstances, the member or manager shall promptly:

(1) cause the certificate to be amended; or

(2) if appropriate, deliver to the Tribal Secretary for filing a statement of change under Section 18-5-114 or a statement of correction under Section 18-5-206.

SECTION 18-5-203. SIGNING OF RECORDS TO BE DELIVERED FOR FILING TO TRIBAL SECRETARY.

(a) A record delivered to the Tribal Secretary for filing pursuant to this Chapter must be signed as follows:

(1) Except as otherwise provided in paragraphs (2) through (4), a record signed on behalf of a limited liability company must be signed by a person authorized by the company.

(2) A limited liability company's initial certificate of organization must be signed by at least one person acting as an organizer.

(3) A notice under Section 18-5-201(e)(1) must be signed by an organizer.

(4) A record filed on behalf of a dissolved limited liability company that has no members must be signed by the person winding up the company's activities under Section 18-5-702(c) or a person appointed under Section 18-5-702(d) to wind up those activities.

(5) A statement of cancellation under Section 18-5-201(d)(2) must be signed by each organizer that signed the initial certificate of organization, but a personal representative of a deceased or incompetent organizer may sign in the place of the decedent or incompetent.

(6) A statement of denial by a person under Section 18-5-303 must be signed by that person.

(7) Any other record must be signed by the person on whose behalf the record is delivered to the Tribal Secretary.

(b) Any record filed under this Chapter may be signed by an agent.

SECTION 18-5-204. SIGNING AND FILING PURSUANT TO JUDICIAL ORDER.

(a) If a person required by this Chapter to sign a record or deliver a record to the Tribal Secretary for filing under this Chapter does not do so, any other person that is aggrieved may petition the Crow Tribal Court to order:

(1) the person to sign the record;

(2) the person to deliver the record to the Tribal Secretary for filing; or

(3) the Tribal Secretary to file the record unsigned.

(b) If a petitioner under subsection (a) is not the limited liability company or foreign limited liability company to which the record pertains, the petitioner shall make the company a party to the action.

SECTION 18-5-205. DELIVERY TO AND FILING OF RECORDS BY TRIBAL SECRETARY; EFFECTIVE TIME AND DATE.

(a) A record authorized or required to be delivered to the Tribal Secretary for filing under this Chapter must be captioned to describe the record's purpose, be in a medium permitted by the Tribal Secretary, and be delivered to the Tribal Secretary. If the filing fees have been paid, unless the Tribal Secretary determines that a record does not comply with the filing requirements of this Chapter, the Tribal Secretary shall file the record and:

(1) for a statement of denial under Section 18-5-303, send a copy of the filed statement and a receipt for the fees to the person on whose behalf the statement was delivered for filing and to the limited liability company; and

(2) for all other records, send a copy of the filed record and a receipt for the fees to the person on whose behalf the record was filed.

(b) Upon request and payment of the requisite fee, the Tribal Secretary shall send to the requester a certified copy of a requested record.

(c) Except as otherwise provided in Sections 18-5-114 and 18-5-206 and except for a certificate of organization that contains a statement as provided in Section 18-5-201(b)(3), a record delivered to the Tribal Secretary for filing under this Chapter may specify an effective time and a delayed effective date. Subject to Sections 18-5-114, 18-5-201(d)(1), and 18-5-206, a record filed by the Tribal Secretary is effective:

(1) if the record does not specify either an effective time or a delayed effective date, on the date and at the time the record is filed as evidenced by the Tribal Secretary's endorsement of the date and time on the record;

(2) if the record specifies an effective time but not a delayed effective date, on the date the record is filed at the time specified in the record;

(3) if the record specifies a delayed effective date but not an effective time, at 12:01 a.m. on the earlier of:

(A) the specified date; or

(B) the 90th day after the record is filed; or

(4) if the record specifies an effective time and a delayed effective date, at the specified time on the earlier of:

(A) the specified date; or

(B) the 90th day after the record is filed.

SECTION 18-5-206. CORRECTING FILED RECORD.

(a) A limited liability company or foreign limited liability company may deliver to the Tribal Secretary for filing a statement of correction to correct a record previously delivered by the company to the Tribal Secretary and filed by the Tribal Secretary, if at the time of filing the record contained inaccurate information or was defectively signed.

(b) A statement of correction under subsection (a) may not state a delayed effective date and must:

- (1) describe the record to be corrected, including its filing date, or attach a copy of the record as filed;
- (2) specify the inaccurate information and the reason it is inaccurate or the manner in which the signing was defective; and
- (3) correct the defective signature or inaccurate information.

(c) When filed by the Tribal Secretary, a statement of correction under subsection (a) is effective retroactively as of the effective date of the record the statement corrects, but the statement is effective when filed:

- (1) for the purposes of Section 18-5-103(d); and
- (2) as to persons that previously relied on the uncorrected record and would be adversely affected by the retroactive effect.

SECTION 18-5-207. LIABILITY FOR INACCURATE INFORMATION IN FILED RECORD.

(a) If a record delivered to the Tribal Secretary for filing under this Chapter and filed by the Tribal Secretary contains inaccurate information, a person that suffers a loss by reliance on the information may recover damages for the loss from:

- (1) a person that signed the record, or caused another to sign it on the person's behalf, and knew the information to be inaccurate at the time the record was signed; and
- (2) subject to subsection (b), a member of a member-managed limited liability company or the manager of a manager-managed limited liability company, if:

(A) the record was delivered for filing on behalf of the company; and

(B) the member or manager had notice of the inaccuracy for a reasonably sufficient time before the information was relied upon so that, before the reliance, the member or manager reasonably could have:

(i) effected an amendment under Section 18-5-202;

(ii) filed a petition under Section 18-5-204; or

(iii) delivered to the Tribal Secretary for filing a statement of change under Section 18-5-114 or a statement of correction under Section 18-5-206.

(b) To the extent that the operating agreement of a member-managed limited liability company expressly relieves a member of responsibility for maintaining the accuracy of information contained in records delivered on behalf of the company to the Tribal Secretary for filing under this Chapter and imposes that responsibility on one or more other members, the liability stated in subsection (a)(2) applies to those other members and not to the member that the operating agreement relieves of the responsibility.

(c) An individual who signs a record authorized or required to be filed under this Chapter affirms under penalty of perjury that the information stated in the record is accurate.

SECTION 18-5-208. CERTIFICATE OF EXISTENCE OR AUTHORIZATION.

(a) The Tribal Secretary, upon request and payment of the requisite fee, shall furnish to any person a certificate of existence for a limited liability company if the records filed in the office of the Tribal Secretary show that the company has been formed under Section 18-5-201 and the Tribal Secretary has not filed a statement of termination pertaining to the company. A certificate of existence must state:

(1) the company's name;

(2) that the company was duly formed under the laws of the Crow Tribe and the date of formation;

(3) whether all fees, taxes, and penalties due under this Chapter or other law to the Tribal Secretary have been paid;

(4) whether the company's most recent annual report required by Section 18-5-209 has been filed by the Tribal Secretary;

(5) whether the Tribal Secretary has administratively dissolved the company;

(6) whether the company has delivered to the Tribal Secretary for filing a statement of dissolution;

(7) that a statement of termination has not been filed by the Tribal Secretary; and

(8) other facts of record in the office of the Tribal Secretary which are specified by the person requesting the certificate.

(b) The Tribal Secretary, upon request and payment of the requisite fee, shall furnish to any person a certificate of authorization for a foreign limited liability company if the records filed in the office of the Tribal Secretary show that the Tribal Secretary has filed a certificate of authority, has not revoked the certificate of authority, and has not filed a notice of cancellation. A certificate of authorization must state:

(1) the company's name and any alternate name adopted under Section 18-5-805(a) for use within the Crow Indian Reservation;

(2) that the company is authorized to transact business within the Reservation;

(3) whether all fees, taxes, and penalties due under this Chapter or other law to the Tribal Secretary have been paid;

(4) whether the company's most recent annual report required by Section 18-5-209 has been filed by the Tribal Secretary;

(5) that the Tribal Secretary has not revoked the company's certificate of authority and has not filed a notice of cancellation; and

(6) other facts of record in the office of the Tribal Secretary which are specified by the person requesting the certificate.

(c) Subject to any qualification stated in the certificate, a certificate of existence or certificate of authorization issued by the Tribal Secretary is conclusive evidence that the limited liability company is in existence or the foreign limited liability company is authorized to transact business within the Crow Indian Reservation.

SECTION 18-5-209. ANNUAL REPORT FOR TRIBAL SECRETARY.

(a) Each year, a limited liability company or a foreign limited liability company authorized to transact business in this state shall deliver to the Tribal Secretary for filing a report that states:

(1) the name of the company;

(2) the street and mailing addresses of the company's designated office and the name and street and mailing addresses of its agent for service of process within the Crow Indian Reservation;

(3) the street and mailing addresses of its principal office; and

(4) in the case of a foreign limited liability company, the state or other jurisdiction under whose law the company is formed and any alternate name adopted under Section 18-5-805(a).

(b) Information in an annual report under this section must be current as of the date the report is delivered to the Tribal Secretary for filing.

(c) The first annual report under this section must be delivered to the Tribal Secretary between January 1 and April 1 of the year following the calendar year in which a limited liability company was formed or a foreign limited liability company was authorized to transact business. A report must be delivered to the Tribal Secretary between January 1 and April 1 of each subsequent calendar year.

(d) If an annual report under this section does not contain the information required in subsection (a), the Tribal Secretary shall promptly notify the reporting limited liability company or foreign limited liability company and return the report to it for correction. If the report is corrected to contain the information required in subsection (a) and delivered to the Tribal Secretary within 30 days after the effective date of the notice, it is timely delivered.

(e) If an annual report under this section contains an address of a designated office or the name or address of an agent for service of process which differs from the information shown in the records of the Tribal Secretary immediately before the annual report becomes effective, the differing information in the annual report is considered a statement of change under Section 18-5-114.

SECTION 18-5-210. FEES. The Tribal Secretary shall establish and publish a schedule of reasonable fees for the filings and certificates required and allowed under this Chapter; provided, that the maximum fee for filing a company's initial certificate of organization shall not exceed One Hundred Dollars (\$100.00), and the maximum fee for all other filings or certificates shall not exceed Twenty-Five Dollars (\$25.00); and provided, further, that Tribally-controlled LLC's shall not be required to pay any fees.

PART 3

RELATIONS OF MEMBERS AND MANAGERS TO PERSONS DEALING WITH LIMITED LIABILITY COMPANY

SECTION 18-5-301. NO AGENCY POWER OF MEMBER AS MEMBER.

(a) A member is not an agent of a limited liability company solely by reason of being a member.

(b) A person's status as a member does not prevent or restrict law other than this Chapter from imposing liability on a limited liability company because of the person's conduct.

SECTION 18-5-302. STATEMENT OF AUTHORITY.

(a) A limited liability company may deliver to the Tribal Secretary for filing a statement of authority. The statement:

(1) must include the name of the company and the street and mailing addresses of its designated office;

(2) with respect to any position that exists in or with respect to the company, may state the authority, or limitations on the authority, of all persons holding the position to:

(A) execute an instrument transferring real property held in the name of the company; or

(B) enter into other transactions on behalf of, or otherwise act for or bind, the company; and

(3) may state the authority, or limitations on the authority, of a specific person to:

(A) execute an instrument transferring real property held in the name of the company; or

(B) enter into other transactions on behalf of, or otherwise act for or bind, the company.

(b) To amend or cancel a statement of authority filed by the Tribal Secretary under Section 18-5-205(a), a limited liability company must deliver to the Tribal Secretary for filing an amendment or cancellation stating:

(1) the name of the company;

(2) the street and mailing addresses of the company's designated office;

(3) the caption of the statement being amended or canceled and the date the statement being affected became effective; and

(4) the contents of the amendment or a declaration that the statement being affected is canceled.

(c) A statement of authority affects only the power of a person to bind a limited liability company to persons that are not members.

(d) Subject to subsection (c) and Section 18-5-103(d) and except as otherwise provided in subsections (f), (g), and (h), a limitation on the authority of a person or a position contained in an effective statement of authority is not by itself evidence of knowledge or notice of the limitation by any person.

(e) Subject to subsection (c), a grant of authority not pertaining to transfers of real property and contained in an effective statement of authority is conclusive in favor of a person that gives value in reliance on the grant, except to the extent that when the person gives value:

- (1) the person has knowledge to the contrary;
- (2) the statement has been canceled or restrictively amended under subsection (b); or
- (3) a limitation on the grant is contained in another statement of authority that became effective after the statement containing the grant became effective.

(f) Subject to subsection (c), an effective statement of authority that grants authority to transfer real property held in the name of the limited liability company and that is recorded by certified copy in the office for recording transfers of the real property is conclusive in favor of a person that gives value in reliance on the grant without knowledge to the contrary, except to the extent that when the person gives value:

- (1) the statement has been canceled or restrictively amended under subsection (b) and a certified copy of the cancellation or restrictive amendment has been recorded in the office for recording transfers of the real property; or
- (2) a limitation on the grant is contained in another statement of authority that became effective after the statement containing the grant became effective and a certified copy of the later-effective statement is recorded in the office for recording transfers of the real property.

(g) Subject to subsection (c), if a certified copy of an effective statement containing a limitation on the authority to transfer real property held in the name of a limited liability company is recorded in the office for recording transfers of that real property, all persons are deemed to know of the limitation. For the purposes of subsections (f) and (g), the office for recording transfers of real property, in the case of unrestricted fee land shall be the office for recording real estate transfers of the county and state in which the fee land is located, and in the case of land held in trust or restricted status by the United States of America for the benefit of individual Indians or the Crow Tribe shall be the office of the Bureau of Indian Affairs that has administrative responsibility for such trust or restricted land. Nothing in this Chapter shall be construed as affecting the procedures for and restrictions against alienating trust or restricted lands and provided in Federal or other Tribal law.

(h) Subject to subsection (i), an effective statement of dissolution or termination is a cancellation of any filed statement of authority for the purposes of subsection (f) and is a limitation on authority for the purposes of subsection (g).

(i) After a statement of dissolution becomes effective, a limited liability company may deliver to the Tribal Secretary for filing and, if appropriate, may record a statement of authority that is designated as a post-dissolution statement of authority. The statement operates as provided in subsections (f) and (g).

(j) Unless earlier canceled, an effective statement of authority is canceled by operation of law five years after the date on which the statement, or its most recent amendment, becomes effective. This cancellation operates without need for any recording under subsection (f) or (g).

(k) An effective statement of denial operates as a restrictive amendment under this section and may be recorded by certified copy for the purposes of subsection (f)(1).

SECTION 18-5-303. STATEMENT OF DENIAL. A person named in a filed statement of authority granting that person authority may deliver to the Tribal Secretary for filing a statement of denial that:

(1) provides the name of the limited liability company and the caption of the statement of authority to which the statement of denial pertains; and

(2) denies the grant of authority.

SECTION 18-5-304. LIABILITY OF MEMBERS AND MANAGERS.

(a) The debts, obligations, or other liabilities of a limited liability company, whether arising in contract, tort, or otherwise:

(1) are solely the debts, obligations, or other liabilities of the company; and

(2) do not become the debts, obligations, or other liabilities of a member or manager solely by reason of the member acting as a member or manager acting as a manager.

(b) The failure of a limited liability company to observe any particular formalities relating to the exercise of its powers or management of its activities is not a ground for imposing liability on the members or managers for the debts, obligations, or other liabilities of the company.

PART 4

**RELATIONS OF MEMBERS TO EACH OTHER AND
TO LIMITED LIABILITY COMPANY**

SECTION 18-5-401. BECOMING A MEMBER.

(a) If a limited liability company is to have only one member upon formation, the person becomes a member as agreed by that person and the organizer of the company. That person and the organizer may be, but need not be, different persons. If different, the organizer acts on behalf of the initial member.

(b) If a limited liability company is to have more than one member upon formation, those persons become members as agreed by the persons before the formation of the company. The organizer acts on behalf of the persons in forming the company and may be, but need not be, one of the persons.

(c) If a filed certificate of organization contains the statement required by Section 18-5-201(b)(3), a person becomes an initial member of the limited liability company with the consent of a majority of the organizers. The organizers may consent to more than one person simultaneously becoming the company's initial members.

(d) After formation of a limited liability company, a person becomes a member:

(1) as provided in the operating agreement;

(2) as the result of a transaction effective under Part 10;

(3) with the consent of all the members; or

(4) if, within 90 consecutive days after the company ceases to have any members:

(A) the last person to have been a member, or the legal representative of that person, designates a person to become a member; and

(B) the designated person consents to become a member.

(e) A person may become a member without acquiring a transferable interest and without making or being obligated to make a contribution to the limited liability company.

SECTION 18-5-402. FORM OF CONTRIBUTION. A contribution may consist of tangible or intangible property or other benefit to a limited liability company, including money, services performed, promissory notes, other agreements to contribute money or property, and contracts for services to be performed.

SECTION 18-5-403. LIABILITY FOR CONTRIBUTIONS.

(a) A person's obligation to make a contribution to a limited liability company is not excused by the person's death, disability, or other inability to perform personally. If a person does not make a required contribution, the person or the person's estate is obligated to contribute

money equal to the value of the part of the contribution which has not been made, at the option of the company.

(b) A creditor of a limited liability company which extends credit or otherwise acts in reliance on an obligation described in subsection (a) may enforce the obligation.

SECTION 18-5-404. SHARING OF AND RIGHT TO DISTRIBUTIONS BEFORE DISSOLUTION.

(a) Any distributions made by a limited liability company before its dissolution and winding up must be in equal shares among members and dissociated members, except to the extent necessary to comply with any transfer effective under Section 18-5-502 and any charging order in effect under Section 18-5-503.

(b) A person has a right to a distribution before the dissolution and winding up of a limited liability company only if the company decides to make an interim distribution. A person's dissociation does not entitle the person to a distribution.

(c) A person does not have a right to demand or receive a distribution from a limited liability company in any form other than money. Except as otherwise provided in Section 18-5-708(c), a limited liability company may distribute an asset in kind if each part of the asset is fungible with each other part and each person receives a percentage of the asset equal in value to the person's share of distributions.

(d) If a member or transferee becomes entitled to receive a distribution, the member or transferee has the status of, and is entitled to all remedies available to, a creditor of the limited liability company with respect to the distribution.

SECTION 18-5-405. LIMITATIONS ON DISTRIBUTION.

(a) A limited liability company may not make a distribution if after the distribution:

(1) the company would not be able to pay its debts as they become due in the ordinary course of the company's activities; or

(2) the company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the company were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up, and termination of members whose preferential rights are superior to those of persons receiving the distribution.

(b) A limited liability company may base a determination that a distribution is not prohibited under subsection (a) on financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances or on a fair valuation or other method that is reasonable under the circumstances.

(c) Except as otherwise provided in subsection (f), the effect of a distribution under subsection (a) is measured:

(1) in the case of a distribution by purchase, redemption, or other acquisition of a transferable interest in the company, as of the date money or other property is transferred or debt incurred by the company; and

(2) in all other cases, as of the date:

(A) the distribution is authorized, if the payment occurs within 120 days after that date; or

(B) the payment is made, if the payment occurs more than 120 days after the distribution is authorized.

(d) A limited liability company's indebtedness to a member incurred by reason of a distribution made in accordance with this section is at parity with the company's indebtedness to its general, unsecured creditors.

(e) A limited liability company's indebtedness, including indebtedness issued in connection with or as part of a distribution, is not a liability for purposes of subsection (a) if the terms of the indebtedness provide that payment of principal and interest are made only to the extent that a distribution could be made to members under this section.

(f) If indebtedness is issued as a distribution, each payment of principal or interest on the indebtedness is treated as a distribution, the effect of which is measured on the date the payment is made.

(g) In subsection (a), "distribution" does not include amounts constituting reasonable compensation for present or past services or reasonable payments made in the ordinary course of business under a bona fide retirement plan or other benefits program.

SECTION 18-5-406. LIABILITY FOR IMPROPER DISTRIBUTIONS.

(a) Except as otherwise provided in subsection (b), if a member of a member-managed limited liability company or manager of a manager-managed limited liability company consents to a distribution made in violation of Section 18-5-405 and in consenting to the distribution fails to comply with Section 18-5-409, the member or manager is personally liable to the company for the amount of the distribution that exceeds the amount that could have been distributed without the violation of Section 18-5-405.

(b) To the extent the operating agreement of a member-managed limited liability company expressly relieves a member of the authority and responsibility to consent to distributions and imposes that authority and responsibility on one or more other members, the liability stated in subsection (a) applies to the other members and not the member that the operating agreement relieves of authority and responsibility.

(c) A person that receives a distribution knowing that the distribution to that person was made in violation of Section 18-5-405 is personally liable to the limited liability company but only to the extent that the distribution received by the person exceeded the amount that could have been properly paid under Section 18-5-405.

(d) A person against which an action is commenced because the person is liable under subsection (a) may:

(1) implead any other person that is subject to liability under subsection (a) and seek to compel contribution from the person; and

(2) implead any person that received a distribution in violation of subsection (c) and seek to compel contribution from the person in the amount the person received in violation of subsection (c).

(e) An action under this section is barred if not commenced within two years after the distribution.

SECTION 18-5-407. MANAGEMENT OF LIMITED LIABILITY COMPANY.

(a) A limited liability company is a member-managed limited liability company unless the operating agreement:

(1) expressly provides that:

(A) the company is or will be "manager-managed";

(B) the company is or will be "managed by managers"; or

(C) management of the company is or will be "vested in managers"; or

(2) includes words of similar import.

(b) In a member-managed limited liability company, the following rules apply:

(1) The management and conduct of the company are vested in the members.

(2) Each member has equal rights in the management and conduct of the company's activities.

(3) A difference arising among members as to a matter in the ordinary course of the activities of the company may be decided by a majority of the members.

(4) An act outside the ordinary course of the activities of the company may be undertaken only with the consent of all members.

(5) The operating agreement may be amended only with the consent of all members.

(c) In a manager-managed limited liability company, the following rules apply:

(1) Except as otherwise expressly provided in this Chapter, any matter relating to the activities of the company is decided exclusively by the managers.

(2) Each manager has equal rights in the management and conduct of the activities of the company.

(3) A difference arising among managers as to a matter in the ordinary course of the activities of the company may be decided by a majority of the managers.

(4) The consent of all members is required to:

(A) sell, lease, exchange, or otherwise dispose of all, or substantially all, of the company's property, with or without the good will, outside the ordinary course of the company's activities;

(B) approve a merger, conversion, or domestication under Part 10;

(C) undertake any other act outside the ordinary course of the company's activities; and

(D) amend the operating agreement.

(5) A manager may be chosen at any time by the consent of a majority of the members and remains a manager until a successor has been chosen, unless the manager at an earlier time resigns, is removed, or dies, or, in the case of a manager that is not an individual, terminates. A manager may be removed at any time by the consent of a majority of the members without notice or cause.

(6) A person need not be a member to be a manager, but the dissociation of a member that is also a manager removes the person as a manager. If a person that is both a manager and a member ceases to be a manager, that cessation does not by itself dissociate the person as a member.

(7) A person's ceasing to be a manager does not discharge any debt, obligation, or other liability to the limited liability company or members which the person incurred while a manager.

(d) An action requiring the consent of members under this Chapter may be taken without a meeting, and a member may appoint a proxy or other agent to consent or otherwise act for the member by signing an appointing record, personally or by the member's agent.

(e) The dissolution of a limited liability company does not affect the applicability of this section. However, a person that wrongfully causes dissolution of the company loses the right to participate in management as a member and a manager.

(f) This Chapter does not entitle a member to remuneration for services performed for a member-managed limited liability company, except for reasonable compensation for services rendered in winding up the activities of the company.

SECTION 18-5-408. INDEMNIFICATION AND INSURANCE.

(a) A limited liability company shall reimburse for any payment made and indemnify for any debt, obligation, or other liability incurred by a member of a member-managed company or the manager of a manager-managed company in the course of the member's or manager's activities on behalf of the company, if, in making the payment or incurring the debt, obligation, or other liability, the member or manager complied with the duties stated in Sections 18-5-405 and 18-5-409.

(b) A limited liability company may purchase and maintain insurance on behalf of a member or manager of the company against liability asserted against or incurred by the member or manager in that capacity or arising from that status even if, under Section 18-5-110(g), the operating agreement could not eliminate or limit the person's liability to the company for the conduct giving rise to the liability.

SECTION 18-5-409. STANDARDS OF CONDUCT FOR MEMBERS AND MANAGERS.

(a) A member of a member-managed limited liability company owes to the company and, subject to Section 18-5-901(b), the other members the fiduciary duties of loyalty and care stated in subsections (b) and (c).

(b) The duty of loyalty of a member in a member-managed limited liability company includes the duties:

(1) to account to the company and to hold as trustee for it any property, profit, or benefit derived by the member:

(A) in the conduct or winding up of the company's activities;

(B) from a use by the member of the company's property; or

(C) from the appropriation of a limited liability company opportunity;

(2) to refrain from dealing with the company in the conduct or winding up of the company's activities as or on behalf of a person having an interest adverse to the company; and

(3) to refrain from competing with the company in the conduct of the company's activities before the dissolution of the company.

(c) Subject to the business judgment rule, the duty of care of a member of a member-managed limited liability company in the conduct and winding up of the company's activities is to act with the care that a person in a like position would reasonably exercise under similar circumstances and in a manner the member reasonably believes to be in the best interests of the company. In discharging this duty, a member may rely in good faith upon opinions, reports, statements, or other information provided by another person that the member reasonably believes is a competent and reliable source for the information.

(d) A member in a member-managed limited liability company or a manager-managed limited liability company shall discharge the duties under this Chapter or under the operating agreement and exercise any rights consistently with the contractual obligation of good faith and fair dealing.

(e) It is a defense to a claim under subsection (b)(2) and any comparable claim in equity or at common law that the transaction was fair to the limited liability company.

(f) All of the members of a member-managed limited liability company or a manager-managed limited liability company may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that otherwise would violate the duty of loyalty.

(g) In a manager-managed limited liability company, the following rules apply:

(1) Subsections (a), (b), (c), and (e) apply to the manager or managers and not the members.

(2) The duty stated under subsection (b)(3) continues until winding up is completed.

(3) Subsection (d) applies to the members and managers.

(4) Subsection (f) applies only to the members.

(5) A member does not have any fiduciary duty to the company or to any other member solely by reason of being a member.

SECTION 18-5-410. RIGHT OF MEMBERS, MANAGERS, AND DISSOCIATED MEMBERS TO INFORMATION.

(a) In a member-managed limited liability company, the following rules apply:

(1) On reasonable notice, a member may inspect and copy during regular business hours, at a reasonable location specified by the company, any record maintained

by the company regarding the company's activities, financial condition, and other circumstances, to the extent the information is material to the member's rights and duties under the operating agreement or this Chapter.

(2) The company shall furnish to each member:

(A) without demand, any information concerning the company's activities, financial condition, and other circumstances which the company knows and is material to the proper exercise of the member's rights and duties under the operating agreement or this Chapter, except to the extent the company can establish that it reasonably believes the member already knows the information; and

(B) on demand, any other information concerning the company's activities, financial condition, and other circumstances, except to the extent the demand or information demanded is unreasonable or otherwise improper under the circumstances.

(3) The duty to furnish information under paragraph (2) also applies to each member to the extent the member knows any of the information described in paragraph (2).

(b) In a manager-managed limited liability company, the following rules apply:

(1) The informational rights stated in subsection (a) and the duty stated in subsection (a)(3) apply to the managers and not the members.

(2) During regular business hours and at a reasonable location specified by the company, a member may obtain from the company and inspect and copy full information regarding the activities, financial condition, and other circumstances of the company as is just and reasonable if:

(A) the member seeks the information for a purpose material to the member's interest as a member;

(B) the member makes a demand in a record received by the company, describing with reasonable particularity the information sought and the purpose for seeking the information; and

(C) the information sought is directly connected to the member's purpose.

(3) Within 10 days after receiving a demand pursuant to paragraph (2)(B), the company shall in a record inform the member that made the demand:

(A) of the information that the company will provide in response to the demand and when and where the company will provide the information; and

(B) if the company declines to provide any demanded information, the company's reasons for declining.

(4) Whenever this Chapter or an operating agreement provides for a member to give or withhold consent to a matter, before the consent is given or withheld, the company shall, without demand, provide the member with all information that is known to the company and is material to the member's decision.

(c) On 10 days' demand made in a record received by a limited liability company, a dissociated member may have access to information to which the person was entitled while a member if the information pertains to the period during which the person was a member, the person seeks the information in good faith, and the person satisfies the requirements imposed on a member by subsection (b)(2). The company shall respond to a demand made pursuant to this subsection in the manner provided in subsection (b)(3).

(d) A limited liability company may charge a person that makes a demand under this section the reasonable costs of copying, limited to the costs of labor and material.

(e) A member or dissociated member may exercise rights under this section through an agent or, in the case of an individual under legal disability, a legal representative. Any restriction or condition imposed by the operating agreement or under subsection (g) applies both to the agent or legal representative and the member or dissociated member.

(f) The rights under this section do not extend to a person as transferee.

(g) In addition to any restriction or condition stated in its operating agreement, a limited liability company, as a matter within the ordinary course of its activities, may impose reasonable restrictions and conditions on access to and use of information to be furnished under this section, including designating information confidential and imposing nondisclosure and safeguarding obligations on the recipient. In a dispute concerning the reasonableness of a restriction under this subsection, the company has the burden of proving reasonableness.

PART 5

TRANSFERABLE INTERESTS AND RIGHTS OF TRANSFEREES AND CREDITORS

SECTION 18-5-501. NATURE OF TRANSFERABLE INTEREST. A transferable interest is personal property.

SECTION 18-5-502. TRANSFER OF TRANSFERABLE INTEREST.

(a) A transfer, in whole or in part, of a transferable interest:

(1) is permissible;

(2) does not by itself cause a member's dissociation or a dissolution and winding up of the limited liability company's activities; and

(3) subject to Section 18-5-504, does not entitle the transferee to:

(A) participate in the management or conduct of the company's activities;
or

(B) except as otherwise provided in subsection (c), have access to records or other information concerning the company's activities.

(b) A transferee has the right to receive, in accordance with the transfer, distributions to which the transferor would otherwise be entitled.

(c) In a dissolution and winding up of a limited liability company, a transferee is entitled to an account of the company's transactions only from the date of dissolution.

(d) A transferable interest may be evidenced by a certificate of the interest issued by the limited liability company in a record, and, subject to this section, the interest represented by the certificate may be transferred by a transfer of the certificate.

(e) A limited liability company need not give effect to a transferee's rights under this section until the company has notice of the transfer.

(f) A transfer of a transferable interest in violation of a restriction on transfer contained in the operating agreement is ineffective as to a person having notice of the restriction at the time of transfer.

(g) Except as otherwise provided in Section 18-5-602(4)(B), when a member transfers a transferable interest, the transferor retains the rights of a member other than the interest in distributions transferred and retains all duties and obligations of a member.

(h) When a member transfers a transferable interest to a person that becomes a member with respect to the transferred interest, the transferee is liable for the member's obligations under Sections 18-5-403 and 18-5-406(c) known to the transferee when the transferee becomes a member.

SECTION 18-5-503. CHARGING ORDER.

(a) On application by a judgment creditor of a member or transferee, the Tribal Court may enter a charging order against the transferable interest of the judgment debtor for the unsatisfied amount of the judgment. A charging order constitutes a lien on a judgment debtor's transferable interest and requires the limited liability company to pay over to the person to which

the charging order was issued any distribution that would otherwise be paid to the judgment debtor.

(b) To the extent necessary to effectuate the collection of distributions pursuant to a charging order in effect under subsection (a), the court may:

(1) appoint a receiver of the distributions subject to the charging order, with the power to make all inquiries the judgment debtor might have made; and

(2) make all other orders necessary to give effect to the charging order.

(c) Upon a showing that distributions under a charging order will not pay the judgment debt within a reasonable time, the court may foreclose the lien and order the sale of the transferable interest. The purchaser at the foreclosure sale only obtains the transferable interest, does not thereby become a member, and is subject to Section 18-5-502.

(d) At any time before foreclosure under subsection (c), the member or transferee whose transferable interest is subject to a charging order under subsection (a) may extinguish the charging order by satisfying the judgment and filing a certified copy of the satisfaction with the court that issued the charging order.

(e) At any time before foreclosure under subsection (c), a limited liability company or one or more members whose transferable interests are not subject to the charging order may pay to the judgment creditor the full amount due under the judgment and thereby succeed to the rights of the judgment creditor, including the charging order.

(f) This Chapter does not deprive any member or transferee of the benefit of any exemption laws applicable to the member's or transferee's transferable interest.

(g) This section provides the exclusive remedy by which a person seeking to enforce a judgment against a member or transferee may, in the capacity of judgment creditor, satisfy the judgment from the judgment debtor's transferable interest.

SECTION 18-5-504. POWER OF PERSONAL REPRESENTATIVE OF DECEASED MEMBER. If a member dies, the deceased member's personal representative or other legal representative may exercise the rights of a transferee provided in Section 18-5-502(c) and, for the purposes of settling the estate, the rights of a current member under Section 18-5-410.

PART 6

MEMBER'S DISSOCIATION

SECTION 18-5-601. MEMBER'S POWER TO DISSOCIATE; WRONGFUL DISSOCIATION.

(a) A person has the power to dissociate as a member at any time, rightfully or wrongfully, by withdrawing as a member by express will under Section 18-5-602(1).

(b) A person's dissociation from a limited liability company is wrongful only if the dissociation:

(1) is in breach of an express provision of the operating agreement; or

(2) occurs before the termination of the company and:

(A) the person withdraws as a member by express will;

(B) the person is expelled as a member by judicial order under Section 18-5-602(5);

(C) the person is dissociated under Section 18-5-602(7)(A) by becoming a debtor in bankruptcy; or

(D) in the case of a person that is not a trust other than a business trust, an estate, or an individual, the person is expelled or otherwise dissociated as a member because it willfully dissolved or terminated.

(c) A person that wrongfully dissociates as a member is liable to the limited liability company and, subject to Section 18-5-901, to the other members for damages caused by the dissociation. The liability is in addition to any other debt, obligation, or other liability of the member to the company or the other members.

SECTION 18-5-602. EVENTS CAUSING DISSOCIATION. A person is dissociated as a member from a limited liability company when:

(1) the company has notice of the person's express will to withdraw as a member, but, if the person specified a withdrawal date later than the date the company had notice, on that later date;

(2) an event stated in the operating agreement as causing the person's dissociation occurs;

(3) the person is expelled as a member pursuant to the operating agreement;

(4) the person is expelled as a member by the unanimous consent of the other members if:

(A) it is unlawful to carry on the company's activities with the person as a member;

(B) there has been a transfer of all of the person's transferable interest in the company, other than:

(i) a transfer for security purposes; or

(ii) a charging order in effect under Section 18-5-503 which has not been foreclosed;

(C) the person is a corporation and, within 90 days after the company notifies the person that it will be expelled as a member because the person has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, the certificate of dissolution has not been revoked or its charter or right to conduct business has not been reinstated; or

(D) the person is a limited liability company or partnership that has been dissolved and whose business is being wound up;

(5) on application by the company, the person is expelled as a member by judicial order because the person:

(A) has engaged, or is engaging, in wrongful conduct that has adversely and materially affected, or will adversely and materially affect, the company's activities;

(B) has willfully or persistently committed, or is willfully and persistently committing, a material breach of the operating agreement or the person's duties or obligations under Section 18-5-409; or

(C) has engaged in, or is engaging, in conduct relating to the company's activities which makes it not reasonably practicable to carry on the activities with the person as a member;

(6) in the case of a person who is an individual:

(A) the person dies; or

(B) in a member-managed limited liability company:

(i) a guardian or general conservator for the person is appointed; or

(ii) there is a judicial order that the person has otherwise become incapable of performing the person's duties as a member under [this act] or the operating agreement;

(7) in a member-managed limited liability company, the person:

(A) becomes a debtor in bankruptcy;

(B) executes an assignment for the benefit of creditors; or

(C) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the person or of all or substantially all of the person's property;

(8) in the case of a person that is a trust or is acting as a member by virtue of being a trustee of a trust, the trust's entire transferable interest in the company is distributed;

(9) in the case of a person that is an estate or is acting as a member by virtue of being a personal representative of an estate, the estate's entire transferable interest in the company is distributed;

(10) in the case of a member that is not an individual, partnership, limited liability company, corporation, trust, or estate, the termination of the member;

(11) the company participates in a merger under Part 10, if:

(A) the company is not the surviving entity; or,

(B) otherwise as a result of the merger, the person ceases to be a member;

(12) the company participates in a conversion under Part 10;

(13) the company participates in a domestication under Part 10, if, as a result of the domestication, the person ceases to be a member; or

(14) the company terminates.

SECTION 18-5-603. EFFECT OF PERSON'S DISSOCIATION AS MEMBER.

(a) When a person is dissociated as a member of a limited liability company:

(1) the person's right to participate as a member in the management and conduct of the company's activities terminates;

(2) if the company is member-managed, the person's fiduciary duties as a member end with regard to matters arising and events occurring after the person's dissociation; and

(3) subject to Section 18-5-504 and Part 10, any transferable interest owned by the person immediately before dissociation in the person's capacity as a member is owned by the person solely as a transferee.

(b) A person's dissociation as a member of a limited liability company does not of itself discharge the person from any debt, obligation, or other liability to the company or the other members which the person incurred while a member.

PART 7

DISSOLUTION AND WINDING UP

SECTION 18-5-701. EVENTS CAUSING DISSOLUTION.

(a) A limited liability company is dissolved, and its activities must be wound up, upon the occurrence of any of the following:

- (1) an event or circumstance that the operating agreement states causes dissolution;
- (2) the consent of all the members;
- (3) the passage of 90 consecutive days during which the company has no members;
- (4) on application by a member, the entry by the Crow Tribal Court of an order dissolving the company on the grounds that:
 - (A) the conduct of all or substantially all of the company's activities is unlawful; or
 - (B) it is not reasonably practicable to carry on the company's activities in conformity with the certificate of organization and the operating agreement; or
- (5) on application by a member, the entry by the Crow Tribal Court of an order dissolving the company on the grounds that the managers or those members in control of the company:
 - (A) have acted, are acting, or will act in a manner that is illegal or fraudulent; or
 - (B) have acted or are acting in a manner that is oppressive and was, is, or will be directly harmful to the applicant.

(b) In a proceeding brought under subsection (a)(5), the court may order a remedy other than dissolution.

SECTION 18-5-702. WINDING UP.

(a) A dissolved limited liability company shall wind up its activities, and the company continues after dissolution only for the purpose of winding up.

(b) In winding up its activities, a limited liability company:

(1) shall discharge the company's debts, obligations, or other liabilities, settle and close the company's activities, and marshal and distribute the assets of the company; and

(2) may:

(A) deliver to the Tribal Secretary for filing a statement of dissolution stating the name of the company and that the company is dissolved;

(B) preserve the company activities and property as a going concern for a reasonable time;

(C) prosecute and defend actions and proceedings, whether civil, criminal, or administrative;

(D) transfer the company's property;

(E) settle disputes by mediation or arbitration;

(F) deliver to the Tribal Secretary for filing a statement of termination stating the name of the company and that the company is terminated; and

(G) perform other acts necessary or appropriate to the winding up.

(c) If a dissolved limited liability company has no members, the legal representative of the last person to have been a member may wind up the activities of the company. If the person does so, the person has the powers of a sole manager under Section 18-5-407(c) and is deemed to be a manager for the purposes of Section 18-5-304(a)(2).

(d) If the legal representative under subsection (c) declines or fails to wind up the company's activities, a person may be appointed to do so by the consent of transferees owning a majority of the rights to receive distributions as transferees at the time the consent is to be effective. A person appointed under this subsection:

(1) has the powers of a sole manager under Section 18-5-407(c) and is deemed to be a manager for the purposes of Section 18-5-304(a)(2); and

(2) shall promptly deliver to the Tribal Secretary for filing an amendment to the company's certificate of organization to:

(A) state that the company has no members;

(B) state that the person has been appointed pursuant to this subsection to wind up the company; and

(C) provide the street and mailing addresses of the person.

(e) The Crow Tribal Court may order judicial supervision of the winding up of a dissolved limited liability company, including the appointment of a person to wind up the company's activities:

(1) on application of a member, if the applicant establishes good cause;

(2) on the application of a transferee, if:

(A) the company does not have any members;

(B) the legal representative of the last person to have been a member declines or fails to wind up the company's activities; and

(C) within a reasonable time following the dissolution a person has not been appointed pursuant to subsection (c); or

(3) in connection with a proceeding under Section 18-5-701(a)(4) or (5).

SECTION 18-5-703. KNOWN CLAIMS AGAINST DISSOLVED LIMITED LIABILITY COMPANY.

(a) Except as otherwise provided in subsection (d), a dissolved limited liability company may give notice of a known claim under subsection (b), which has the effect as provided in subsection (c).

(b) A dissolved limited liability company may in a record notify its known claimants of the dissolution. The notice must:

(1) specify the information required to be included in a claim;

(2) provide a mailing address to which the claim is to be sent;

(3) state the deadline for receipt of the claim, which may not be less than 120 days after the date the notice is received by the claimant; and

(4) state that the claim will be barred if not received by the deadline.

(c) A claim against a dissolved limited liability company is barred if the requirements of subsection (b) are met and:

(1) the claim is not received by the specified deadline; or

(2) if the claim is timely received but rejected by the company:

(A) the company causes the claimant to receive a notice in a record stating that the claim is rejected and will be barred unless the claimant commences an action against the company to enforce the claim within 90 days after the claimant receives the notice; and

(B) the claimant does not commence the required action within the 90 days.

(d) This section does not apply to a claim based on an event occurring after the effective date of dissolution or a liability that on that date is contingent.

SECTION 18-5-704. OTHER CLAIMS AGAINST DISSOLVED LIMITED LIABILITY COMPANY.

(a) A dissolved limited liability company may publish notice of its dissolution and request persons having claims against the company to present them in accordance with the notice.

(b) The notice authorized by subsection (a) must:

(1) be published at least once in a newspaper of general circulation on the Reservation;

(2) describe the information required to be contained in a claim and provide a mailing address to which the claim is to be sent; and

(3) state that a claim against the company is barred unless an action to enforce the claim is commenced within five years after publication of the notice.

(c) If a dissolved limited liability company publishes a notice in accordance with subsection (b), unless the claimant commences an action to enforce the claim against the company within five years after the publication date of the notice, the claim of each of the following claimants is barred:

(1) a claimant that did not receive notice in a record under Section 18-5-703;

(2) a claimant whose claim was timely sent to the company but not acted on; and

(3) a claimant whose claim is contingent at, or based on an event occurring after, the effective date of dissolution.

(d) A claim not barred under this section may be enforced:

(1) against a dissolved limited liability company, to the extent of its undistributed assets; and

(2) if assets of the company have been distributed after dissolution, against a member or transferee to the extent of that person's proportionate share of the claim or of the assets distributed to the member or transferee after dissolution, whichever is less, but a person's total liability for all claims under this paragraph does not exceed the total amount of assets distributed to the person after dissolution.

SECTION 18-5-705. ADMINISTRATIVE DISSOLUTION.

(a) The Tribal Secretary may dissolve a limited liability company administratively if the company does not:

(1) pay, within 60 days after the due date, any fee, tax, or penalty due to the Tribal Secretary under this Chapter or law other than this Chapter; or

(2) deliver, within 60 days after the due date, its annual report to the Tribal Secretary.

(b) If the Tribal Secretary determines that a ground exists for administratively dissolving a limited liability company, the Tribal Secretary shall file a record of the determination and serve the company with a copy of the filed record.

(c) If within 60 days after service of the copy pursuant to subsection (b) a limited liability company does not correct each ground for dissolution or demonstrate to the reasonable satisfaction of the Tribal Secretary that each ground determined by the Tribal Secretary does not exist, the Tribal Secretary shall dissolve the company administratively by preparing, signing, and filing a declaration of dissolution that states the grounds for dissolution. The Tribal Secretary shall serve the company with a copy of the filed declaration.

(d) A limited liability company that has been administratively dissolved continues in existence but, subject to Section 18-5-706, may carry on only activities necessary to wind up its activities and liquidate its assets under Sections 18-5-702 and 18-5-708 and to notify claimants under Sections 18-5-703 and 18-5-704.

(e) The administrative dissolution of a limited liability company does not terminate the authority of its agent for service of process.

SECTION 18-5-706. REINSTATEMENT FOLLOWING ADMINISTRATIVE DISSOLUTION.

(a) A limited liability company that has been administratively dissolved may apply to the Tribal Secretary for reinstatement within two years after the effective date of dissolution. The application must be delivered to the Tribal Secretary for filing and state:

- (1) the name of the company and the effective date of its dissolution;
- (2) that the grounds for dissolution did not exist or have been eliminated; and
- (3) that the company's name satisfies the requirements of Section 18-5-108.

(b) If the Tribal Secretary determines that an application under subsection (a) contains the required information and that the information is correct, the Tribal Secretary shall prepare a declaration of reinstatement that states this determination, sign and file the original of the declaration of reinstatement, and serve the limited liability company with a copy.

(c) When a reinstatement becomes effective, it relates back to and takes effect as of the effective date of the administrative dissolution and the limited liability company may resume its activities as if the dissolution had not occurred.

SECTION 18-5-707. APPEAL FROM REJECTION OF REINSTATEMENT.

(a) If the Tribal Secretary rejects a limited liability company's application for reinstatement following administrative dissolution, the Tribal Secretary shall prepare, sign, and file a notice that explains the reason for rejection and serve the company with a copy of the notice.

(b) Within 30 days after service of a notice of rejection of reinstatement under subsection (a), a limited liability company may appeal from the rejection by petitioning the Crow Tribal Court to set aside the dissolution. The petition must be served on the Tribal Secretary and contain a copy of the Tribal Secretary's declaration of dissolution, the company's application for reinstatement, and the Tribal Secretary's notice of rejection.

(c) The court may order the Tribal Secretary to reinstate a dissolved limited liability company or take other action the court considers appropriate.

SECTION 18-5-708. DISTRIBUTION OF ASSETS IN WINDING UP LIMITED LIABILITY COMPANY'S ACTIVITIES.

(a) In winding up its activities, a limited liability company must apply its assets to discharge its obligations to creditors, including members that are creditors.

(b) After a limited liability company complies with subsection (a), any surplus must be distributed in the following order, subject to any charging order in effect under Section 18-5-503:

(1) to each person owning a transferable interest that reflects contributions made by a member and not previously returned, an amount equal to the value of the unreturned contributions; and

(2) in equal shares among members and dissociated members, except to the extent necessary to comply with any transfer effective under Section 18-5-502.

(c) If a limited liability company does not have sufficient surplus to comply with subsection (b)(1), any surplus must be distributed among the owners of transferable interests in proportion to the value of their respective unreturned contributions.

(d) All distributions made under subsections (b) and (c) must be paid in money.

PART 8

FOREIGN LIMITED LIABILITY COMPANIES

SECTION 18-5-801. GOVERNING LAW.

(a) The law of the state or other jurisdiction under which a foreign limited liability company is formed governs:

(1) the internal affairs of the company; and

(2) the liability of a member as member and a manager as manager for the debts, obligations, or other liabilities of the company.

(b) A foreign limited liability company may not be denied a certificate of authority by reason of any difference between the law of the jurisdiction under which the company is formed and the law of the Crow Tribe.

(c) A certificate of authority does not authorize a foreign limited liability company to engage in any business or exercise any power that a limited liability company may not engage in or exercise within the Crow Indian Reservation under Tribal law.

SECTION 18-5-802. APPLICATION FOR CERTIFICATE OF AUTHORITY.

(a) A foreign limited liability company may apply for a certificate of authority to transact business within the Crow Indian Reservation by delivering an application to the Tribal Secretary for filing. The application must state:

(1) the name of the company and, if the name does not comply with Section 18-5-108, an alternate name adopted pursuant to Section 18-5-805(a);

(2) the name of the state or other jurisdiction under whose law the company is formed;

(3) the street and mailing addresses of the company's principal office and, if the law of the jurisdiction under which the company is formed require the company to maintain an office in that jurisdiction, the street and mailing addresses of the required office; and

(4) the name and street and mailing addresses of the company's initial agent for service of process within the Reservation.

(b) A foreign limited liability company shall deliver with a completed application under subsection (a) a certificate of existence or a record of similar import signed by the Secretary of State or other official having custody of the company's publicly filed records in the state or other jurisdiction under whose law the company is formed.

SECTION 18-5-803. ACTIVITIES NOT CONSTITUTING TRANSACTING BUSINESS.

(a) Activities of a foreign limited liability company which do not constitute transacting business within the Crow Indian Reservation within the meaning of this Part include:

(1) maintaining, defending, or settling an action or proceeding;

(2) carrying on any activity concerning its internal affairs, including holding meetings of its members or managers;

(3) maintaining accounts in financial institutions;

(4) maintaining offices or agencies for the transfer, exchange, and registration of the company's own securities or maintaining trustees or depositories with respect to those securities;

(5) selling through independent contractors;

(6) soliciting or obtaining orders, whether by mail or electronic means or through employees or agents or otherwise, if the orders require acceptance outside the Reservation before they become contracts;

(7) creating or acquiring indebtedness, mortgages, or security interests in real or personal property;

(8) securing or collecting debts or enforcing mortgages or other security interests in property securing the debts and holding, protecting, or maintaining property so acquired;

(9) conducting an isolated transaction that is completed within 30 days and is not in the course of similar transactions; and

(10) transacting business in interstate commerce.

(b) For purposes of this Part, the ownership within the Crow Indian Reservation of income-producing real property or tangible personal property, other than property excluded under subsection (a), constitutes transacting business within the Reservation.

(c) This section does not apply in determining the contacts or activities that may subject a foreign limited liability company to service of process, taxation, or regulation under law of the Crow Tribe other than this Chapter.

SECTION 18-5-804. FILING OF CERTIFICATE OF AUTHORITY. Unless the Tribal Secretary determines that an application for a certificate of authority does not comply with the filing requirements of this Chapter, the Tribal Secretary, upon payment of all filing fees, shall file the application of a foreign limited liability company, prepare, sign, and file a certificate of authority to transact business within the Crow Indian Reservation, and send a copy of the filed certificate, together with a receipt for the fees, to the company or its representative.

SECTION 18-5-805. NONCOMPLYING NAME OF FOREIGN LIMITED LIABILITY COMPANY.

(a) A foreign limited liability company whose name does not comply with Section 18-5-108 may not obtain a certificate of authority until it adopts, for the purpose of transacting business within the Crow Indian Reservation, an alternate name that complies with Section 18-5-108. A foreign limited liability company that adopts an alternate name under this subsection and obtains a certificate of authority with the alternate name need not comply with any other Tribal fictitious or assumed name statute. After obtaining a certificate of authority with an alternate name, a foreign limited liability company shall transact business within this Reservation under the alternate name unless the company is authorized under a Tribal fictitious or assumed name statute to transact business within this Reservation under another name.

(b) If a foreign limited liability company authorized to transact business within this Reservation changes its name to one that does not comply with Section 18-5-108, it may not thereafter transact business within this Reservation until it complies with subsection (a) and obtains an amended certificate of authority.

SECTION 18-5-806. REVOCATION OF CERTIFICATE OF AUTHORITY.

(a) A certificate of authority of a foreign limited liability company to transact business within the Crow Indian Reservation may be revoked by the Tribal Secretary in the manner provided in subsections (b) and (c) if the company does not:

(1) pay, within 60 days after the due date, any fee, tax, or penalty due to the Tribal Secretary under this Chapter or law other than this Chapter;

(2) deliver, within 60 days after the due date, its annual report required under Section 18-5-209;

(3) appoint and maintain an agent for service of process as required by Section 18-5-113(b); or

(4) deliver for filing a statement of a change under Section 18-5-114 within 30 days after a change has occurred in the name or address of the agent.

(b) To revoke a certificate of authority of a foreign limited liability company, the Tribal Secretary must prepare, sign, and file a notice of revocation and send a copy to the company's agent for service of process within the Crow Indian Reservation, or if the company does not appoint and maintain a proper agent within this Reservation, to the company's designated office. The notice must state:

(1) the revocation's effective date, which must be at least 60 days after the date the Tribal Secretary sends the copy; and

(2) the grounds for revocation under subsection (a).

(c) The authority of a foreign limited liability company to transact business within the Crow Indian Reservation ceases on the effective date of the notice of revocation unless before that date the company cures each ground for revocation stated in the notice filed under subsection (b). If the company cures each ground, the Tribal Secretary shall file a record so stating.

SECTION 18-5-807. CANCELLATION OF CERTIFICATE OF AUTHORITY.

To cancel its certificate of authority to transact business within the Crow Indian Reservation, a foreign limited liability company must deliver to the Tribal Secretary for filing a notice of cancellation stating the name of the company and that the company desires to cancel its certificate of authority. The certificate is canceled when the notice becomes effective.

SECTION 18-5-808. EFFECT OF FAILURE TO HAVE CERTIFICATE OF AUTHORITY.

(a) A foreign limited liability company transacting business within the Crow Indian Reservation may not maintain an action or proceeding in the Crow Tribal Court unless it has a certificate of authority to transact business within the Crow Indian Reservation.

(b) The failure of a foreign limited liability company to have a certificate of authority to transact business within this Reservation does not impair the validity of a contract or act of the company or prevent the company from defending an action or proceeding in the Crow Tribal Court.

(c) A member or manager of a foreign limited liability company is not liable for the debts, obligations, or other liabilities of the company solely because the company transacted business within the Crow Indian Reservation without a certificate of authority.

(d) If a foreign limited liability company transacts business within the Crow Indian Reservation without a certificate of authority or cancels its certificate of authority, it appoints the Tribal Secretary as its agent for service of process for rights of action arising out of the transaction of business within this Reservation.

SECTION 18-5-809. ACTION BY CROW TRIBE. The Tribal Attorney General or the Tribal Prosecutor may maintain an action to enjoin a foreign limited liability company from transacting business within the Crow Indian Reservation in violation of this Part.

PART 9

ACTIONS BY MEMBERS

SECTION 18-5-901. DIRECT ACTION BY MEMBER.

(a) Subject to subsection (b), a member may maintain a direct action in the Crow Tribal Court against another member, a manager, or the limited liability company to enforce the member's rights and otherwise protect the member's interests, including rights and interests under the operating agreement or this Chapter or arising independently of the membership relationship.

(b) A member maintaining a direct action under this section must plead and prove an actual or threatened injury that is not solely the result of an injury suffered or threatened to be suffered by the limited liability company.

SECTION 18-5-902. DERIVATIVE ACTION. A member may maintain a derivative action in the Crow Tribal Court to enforce a right of a limited liability company if:

(1) the member first makes a demand on the other members in a member-managed limited liability company, or the managers of a manager-managed limited liability company, requesting that they cause the company to bring an action to enforce the right, and the managers or other members do not bring the action within a reasonable time; or

(2) a demand under paragraph (1) would be futile.

SECTION 18-5-903. PROPER PLAINTIFF.

(a) Except as otherwise provided in subsection (b), a derivative action under Section 18-5-902 may be maintained only by a person that is a member at the time the action is commenced and remains a member while the action continues.

(b) If the sole plaintiff in a derivative action dies while the action is pending, the court may permit another member of the limited liability company to be substituted as plaintiff.

SECTION 904. PLEADING. In a derivative action under Section 18-5-902, the complaint must state with particularity:

(1) the date and content of plaintiff's demand and the response to the demand by the managers or other members; or

(2) if a demand has not been made, the reasons a demand under Section 18-5-902(1) would be futile.

SECTION 18-5-905. SPECIAL LITIGATION COMMITTEE.

(a) If a limited liability company is named as or made a party in a derivative proceeding, the company may appoint a special litigation committee to investigate the claims asserted in the proceeding and determine whether pursuing the action is in the best interests of the company. If the company appoints a special litigation committee, on motion by the committee made in the name of the company, except for good cause shown, the court shall stay discovery for the time reasonably necessary to permit the committee to make its investigation. This subsection does not prevent the court from enforcing a person's right to information under Section 18-5-410 or, for good cause shown, granting extraordinary relief in the form of a temporary restraining order or preliminary injunction.

(b) A special litigation committee may be composed of one or more disinterested and independent individuals, who may be members.

(c) A special litigation committee may be appointed:

(1) in a member-managed limited liability company:

(A) by the consent of a majority of the members not named as defendants or plaintiffs in the proceeding; and

(B) if all members are named as defendants or plaintiffs in the proceeding, by a majority of the members named as defendants; or

(2) in a manager-managed limited liability company:

(A) by a majority of the managers not named as defendants or plaintiffs in the proceeding; and

(B) if all managers are named as defendants or plaintiffs in the proceeding, by a majority of the managers named as defendants.

(d) After appropriate investigation, a special litigation committee may determine that it is in the best interests of the limited liability company that the proceeding:

- (1) continue under the control of the plaintiff;
- (2) continue under the control of the committee;
- (3) be settled on terms approved by the committee; or
- (4) be dismissed.

(e) After making a determination under subsection (d), a special litigation committee shall file with the court a statement of its determination and its report supporting its determination, giving notice to the plaintiff. The court shall determine whether the members of the committee were disinterested and independent and whether the committee conducted its investigation and made its recommendation in good faith, independently, and with reasonable care, with the committee having the burden of proof. If the court finds that the members of the committee were disinterested and independent and that the committee acted in good faith, independently, and with reasonable care, the court shall enforce the determination of the committee. Otherwise, the court shall dissolve the stay of discovery entered under subsection (a) and allow the action to proceed under the direction of the plaintiff.

SECTION 18-5-906. PROCEEDS AND EXPENSES.

(a) Except as otherwise provided in subsection (b):

- (1) any proceeds or other benefits of a derivative action under Section 18-5-902, whether by judgment, compromise, or settlement, belong to the limited liability company and not to the plaintiff; and
- (2) if the plaintiff receives any proceeds, the plaintiff shall remit them immediately to the company.

(b) If a derivative action under Section 18-5-902 is successful in whole or in part, the court may award the plaintiff reasonable expenses, including reasonable attorney's fees and costs, from the recovery of the limited liability company.

PART 10

MERGER, CONVERSION, AND DOMESTICATION

SECTION 18-5-1001. DEFINITIONS. In this Part:

(1) "Constituent limited liability company" means a constituent organization that is a limited liability company.

- (2) "Constituent organization" means an organization that is party to a merger.
- (3) "Converted organization" means the organization into which a converting organization converts pursuant to Sections 18-5-1006 through 18-5-1009.
- (4) "Converting limited liability company" means a converting organization that is a limited liability company.
- (5) "Converting organization" means an organization that converts into another organization pursuant to Section 18-5-1006.
- (6) "Domesticated company" means the company that exists after a domesticating foreign limited liability company or limited liability company effects a domestication pursuant to Sections 18-5-1010 through 18-5-1013.
- (7) "Domesticating company" means the company that effects a domestication pursuant to Sections 18-5-1010 through 18-5-1013.
- (8) "Governing statute" means the statute that governs an organization's internal affairs.
- (9) "Organization" means a general partnership, including a limited liability partnership, limited partnership, including a limited liability limited partnership, limited liability company, business trust, corporation, or any other person having a governing statute. The term includes a domestic or foreign organization regardless of whether organized for profit.
- (10) "Organizational documents" means:
- (A) for a domestic or foreign general partnership, its partnership agreement;
 - (B) for a limited partnership or foreign limited partnership, its certificate of limited partnership and partnership agreement;
 - (C) for a domestic or foreign limited liability company, its certificate or articles of organization and operating agreement, or comparable records as provided in its governing statute;
 - (D) for a business trust, its agreement of trust and declaration of trust;
 - (E) for a domestic or foreign corporation for profit, its articles of incorporation, bylaws, and other agreements among its shareholders which are authorized by its governing statute, or comparable records as provided in its governing statute; and
 - (F) for any other organization, the basic records that create the organization and determine its internal governance and the relations among the persons that own it, have an interest in it, or are members of it.

(11) "Personal liability" means liability for a debt, obligation, or other liability of an organization which is imposed on a person that co-owns, has an interest in, or is a member of the organization:

(A) by the governing statute solely by reason of the person co-owning, having an interest in, or being a member of the organization; or

(B) by the organization's organizational documents under a provision of the governing statute authorizing those documents to make one or more specified persons liable for all or specified debts, obligations, or other liabilities of the organization solely by reason of the person or persons co-owning, having an interest in, or being a member of the organization.

(12) "Surviving organization" means an organization into which one or more other organizations are merged whether the organization preexisted the merger or was created by the merger.

SECTION 18-5-1002. MERGER.

(a) A limited liability company may merge with one or more other constituent organizations pursuant to this section, Sections 18-5-1003 through 18-5-1005, and a plan of merger, if:

(1) the governing statute of each of the other organizations authorizes the merger;

(2) the merger is not prohibited by the law of a jurisdiction that enacted any of the governing statutes; and

(3) each of the other organizations complies with its governing statute in effecting the merger.

(b) A plan of merger must be in a record and must include:

(1) the name and form of each constituent organization;

(2) the name and form of the surviving organization and, if the surviving organization is to be created by the merger, a statement to that effect;

(3) the terms and conditions of the merger, including the manner and basis for converting the interests in each constituent organization into any combination of money, interests in the surviving organization, and other consideration;

(4) if the surviving organization is to be created by the merger, the surviving organization's organizational documents that are proposed to be in a record; and

(5) if the surviving organization is not to be created by the merger, any amendments to be made by the merger to the surviving organization's organizational documents that are, or are proposed to be, in a record.

SECTION 18-5-1003. ACTION ON PLAN OF MERGER BY CONSTITUENT LIMITED LIABILITY COMPANY.

(a) Subject to Section 18-5-1014, a plan of merger must be consented to by all the members of a constituent limited liability company.

(b) Subject to Section 18-5-1014 and any contractual rights, after a merger is approved, and at any time before articles of merger are delivered to the Tribal Secretary for filing under Section 18-5-1004, a constituent limited liability company may amend the plan or abandon the merger:

(1) as provided in the plan; or

(2) except as otherwise prohibited in the plan, with the same consent as was required to approve the plan.

SECTION 18-5-1004. FILINGS REQUIRED FOR MERGER; EFFECTIVE DATE.

(a) After each constituent organization has approved a merger, articles of merger must be signed on behalf of:

(1) each constituent limited liability company, as provided in Section 18-5-203(a); and

(2) each other constituent organization, as provided in its governing statute.

(b) Articles of merger under this section must include:

(1) the name and form of each constituent organization and the jurisdiction of its governing statute;

(2) the name and form of the surviving organization, the jurisdiction of its governing statute, and, if the surviving organization is created by the merger, a statement to that effect;

(3) the date the merger is effective under the governing statute of the surviving organization;

(4) if the surviving organization is to be created by the merger:

(A) if it will be a limited liability company, the company's certificate of organization; or

(B) if it will be an organization other than a limited liability company, the organizational document that creates the organization that is in a public record;

(5) if the surviving organization preexists the merger, any amendments provided for in the plan of merger for the organizational document that created the organization that are in a public record;

(6) a statement as to each constituent organization that the merger was approved as required by the organization's governing statute;

(7) if the surviving organization is a foreign organization not authorized to transact business within the Crow Indian Reservation, the street and mailing addresses of an office that the Tribal Secretary may use for the purposes of Section 18-5-1005(b); and

(8) any additional information required by the governing statute of any constituent organization.

(c) Each constituent limited liability company shall deliver the articles of merger for filing in the office of the Tribal Secretary.

(d) A merger becomes effective under this Part:

(1) if the surviving organization is a limited liability company, upon the later of:

(A) compliance with subsection (c); or

(B) subject to Section 18-5-205(c), as specified in the articles of merger;
or

(2) if the surviving organization is not a limited liability company, as provided by the governing statute of the surviving organization.

SECTION 18-5-1005. EFFECT OF MERGER.

(a) When a merger becomes effective:

(1) the surviving organization continues or comes into existence;

(2) each constituent organization that merges into the surviving organization ceases to exist as a separate entity;

- (3) all property owned by each constituent organization that ceases to exist vests in the surviving organization;
- (4) all debts, obligations, or other liabilities of each constituent organization that ceases to exist continue as debts, obligations, or other liabilities of the surviving organization;
- (5) an action or proceeding pending by or against any constituent organization that ceases to exist may be continued as if the merger had not occurred;
- (6) except as prohibited by other law, all of the rights, privileges, immunities, powers, and purposes of each constituent organization that ceases to exist vest in the surviving organization;
- (7) except as otherwise provided in the plan of merger, the terms and conditions of the plan of merger take effect; and
- (8) except as otherwise agreed, if a constituent limited liability company ceases to exist, the merger does not dissolve the limited liability company for the purposes of Part 7;
- (9) if the surviving organization is created by the merger:
 - (A) if it is a limited liability company, the certificate of organization becomes effective; or
 - (B) if it is an organization other than a limited liability company, the organizational document that creates the organization becomes effective; and
- (10) if the surviving organization preexisted the merger, any amendments provided for in the articles of merger for the organizational document that created the organization become effective.

(b) A surviving organization that is a foreign organization consents to the jurisdiction of the Crow Tribal Court to enforce any debt, obligation, or other liability owed by a constituent organization, if before the merger the constituent organization was subject to suit within the Crow Indian Reservation on the debt, obligation, or other liability. A surviving organization that is a foreign organization and not authorized to transact business within this Reservation appoints the Tribal Secretary as its agent for service of process for the purposes of enforcing a debt, obligation, or other liability under this subsection. Service on the Tribal Secretary under this subsection must be made in the same manner and has the same consequences as in Section 18-5-116(c) and (d).

SECTION 18-5-1006. CONVERSION.

(a) An organization other than a limited liability company or a foreign limited liability company may convert to a limited liability company, and a limited liability company may convert to an organization other than a foreign limited liability company pursuant to this section, Sections 18-5-1007 through 18-5-1009, and a plan of conversion, if:

- (1) the other organization's governing statute authorizes the conversion;
- (2) the conversion is not prohibited by the law of the jurisdiction that enacted the other organization's governing statute; and
- (3) the other organization complies with its governing statute in effecting the conversion.

(b) A plan of conversion must be in a record and must include:

- (1) the name and form of the organization before conversion;
- (2) the name and form of the organization after conversion;
- (3) the terms and conditions of the conversion, including the manner and basis for converting interests in the converting organization into any combination of money, interests in the converted organization, and other consideration; and
- (4) the organizational documents of the converted organization that are, or are proposed to be, in a record.

SECTION 18-5-1007. ACTION ON PLAN OF CONVERSION BY CONVERTING LIMITED LIABILITY COMPANY.

(a) Subject to Section 18-5-1014, a plan of conversion must be consented to by all the members of a converting limited liability company.

(b) Subject to Section 18-5-1014 and any contractual rights, after a conversion is approved, and at any time before articles of conversion are delivered to the Tribal Secretary for filing under Section 18-5-1008, a converting limited liability company may amend the plan or abandon the conversion:

- (1) as provided in the plan; or
- (2) except as otherwise prohibited in the plan, by the same consent as was required to approve the plan.

SECTION 18-5-1008. FILINGS REQUIRED FOR CONVERSION; EFFECTIVE DATE.

(a) After a plan of conversion is approved:

(1) a converting limited liability company shall deliver to the Tribal Secretary for filing articles of conversion, which must be signed as provided in Section 18-5-203(a) and must include;

(A) a statement that the limited liability company has been converted into another organization;

(B) the name and form of the organization and the jurisdiction of its governing statute;

(C) the date the conversion is effective under the governing statute of the converted organization;

(D) a statement that the conversion was approved as required by this Chapter;

(E) a statement that the conversion was approved as required by the governing statute of the converted organization; and

(F) if the converted organization is a foreign organization not authorized to transact business within the Crow Indian Reservation, the street and mailing addresses of an office which the Tribal Secretary may use for the purposes of Section 18-5-1009(c); and

(2) if the converting organization is not a converting limited liability company, the converting organization shall deliver to the Tribal Secretary for filing a certificate of organization, which must include, in addition to the information required by Section 18-5-201(b):

(A) a statement that the converted organization was converted from another organization;

(B) the name and form of that converting organization and the jurisdiction of its governing statute; and

(C) a statement that the conversion was approved in a manner that complied with the converting organization's governing statute.

(b) A conversion becomes effective:

(1) if the converted organization is a limited liability company, when the certificate of organization takes effect; and

(2) if the converted organization is not a limited liability company, as provided by the governing statute of the converted organization.

SECTION 18-5-1009. EFFECT OF CONVERSION.

(a) An organization that has been converted pursuant to this Part is for all purposes the same entity that existed before the conversion.

(b) When a conversion takes effect:

- (1) all property owned by the converting organization remains vested in the converted organization;
- (2) all debts, obligations, or other liabilities of the converting organization continue as debts, obligations, or other liabilities of the converted organization;
- (3) an action or proceeding pending by or against the converting organization may be continued as if the conversion had not occurred;
- (4) except as prohibited by law other than this Chapter, all of the rights, privileges, immunities, powers, and purposes of the converting organization remain vested in the converted organization;
- (5) except as otherwise provided in the plan of conversion, the terms and conditions of the plan of conversion take effect; and
- (6) except as otherwise agreed, the conversion does not dissolve a converting limited liability company for the purposes of Part 7.

(c) A converted organization that is a foreign organization consents to the jurisdiction of the Crow Tribal Court to enforce any debt, obligation, or other liability for which the converting limited liability company is liable if, before the conversion, the converting limited liability company was subject to suit in this state on the debt, obligation, or other liability. A converted organization that is a foreign organization and not authorized to transact business within the Crow Indian Reservation appoints the Tribal Secretary as its agent for service of process for purposes of enforcing a debt, obligation, or other liability under this subsection. Service on the Tribal Secretary under this subsection must be made in the same manner and has the same consequences as in Section 18-5-116(c) and (d).

SECTION 18-5-1010. DOMESTICATION.

(a) A foreign limited liability company may become a limited liability company pursuant to this section, Sections 1011 through 1013, and a plan of domestication, if:

- (1) the foreign limited liability company's governing statute authorizes the domestication;

(2) the domestication is not prohibited by the law of the jurisdiction that enacted the governing statute; and

(3) the foreign limited liability company complies with its governing statute in effecting the domestication.

(b) A limited liability company may become a foreign limited liability company pursuant to this section, Sections 18-5-1011 through 18-5-1013, and a plan of domestication, if:

(1) the foreign limited liability company's governing statute authorizes the domestication;

(2) the domestication is not prohibited by the law of the jurisdiction that enacted the governing statute; and

(3) the foreign limited liability company complies with its governing statute in effecting the domestication.

(c) A plan of domestication must be in a record and must include:

(1) the name of the domesticating company before domestication and the jurisdiction of its governing statute;

(2) the name of the domesticated company after domestication and the jurisdiction of its governing statute;

(3) the terms and conditions of the domestication, including the manner and basis for converting interests in the domesticating company into any combination of money, interests in the domesticated company, and other consideration; and

(4) the organizational documents of the domesticated company that are, or are proposed to be, in a record.

SECTION 18-5-1011. ACTION ON PLAN OF DOMESTICATION BY DOMESTICATING LIMITED LIABILITY COMPANY.

(a) A plan of domestication must be consented to:

(1) by all the members, subject to Section 18-5-1014, if the domesticating company is a limited liability company; and

(2) as provided in the domesticating company's governing statute, if the company is a foreign limited liability company.

(b) Subject to any contractual rights, after a domestication is approved, and at any time before articles of domestication are delivered to the Tribal Secretary for filing under Section 18-

5-1012, a domesticating limited liability company may amend the plan or abandon the domestication:

- (1) as provided in the plan; or
- (2) except as otherwise prohibited in the plan, by the same consent as was required to approve the plan.

**SECTION 18-5-1012. FILINGS REQUIRED FOR DOMESTICATION;
EFFECTIVE DATE.**

(a) After a plan of domestication is approved, a domesticating company shall deliver to the Tribal Secretary for filing articles of domestication, which must include:

- (1) a statement, as the case may be, that the company has been domesticated from or into another jurisdiction;
- (2) the name of the domesticating company and the jurisdiction of its governing statute;
- (3) the name of the domesticated company and the jurisdiction of its governing statute;
- (4) the date the domestication is effective under the governing statute of the domesticated company;
- (5) if the domesticating company was a limited liability company, a statement that the domestication was approved as required by this Chapter;
- (6) if the domesticating company was a foreign limited liability company, a statement that the domestication was approved as required by the governing statute of the other jurisdiction; and
- (7) if the domesticated company was a foreign limited liability company not authorized to transact business within the Crow Indian Reservation, the street and mailing addresses of an office that the Tribal Secretary may use for the purposes of Section 18-5-1013(b).

(b) A domestication becomes effective:

- (1) when the certificate of organization takes effect, if the domesticated company is a limited liability company; and
- (2) according to the governing statute of the domesticated company, if the domesticated organization is a foreign limited liability company.

SECTION 18-5-1013. EFFECT OF DOMESTICATION.

(a) When a domestication takes effect:

- (1) the domesticated company is for all purposes the company that existed before the domestication;
- (2) all property owned by the domesticating company remains vested in the domesticated company;
- (3) all debts, obligations, or other liabilities of the domesticating company continue as debts, obligations, or other liabilities of the domesticated company;
- (4) an action or proceeding pending by or against a domesticating company may be continued as if the domestication had not occurred;
- (5) except as prohibited by other law, all of the rights, privileges, immunities, powers, and purposes of the domesticating company remain vested in the domesticated company;
- (6) except as otherwise provided in the plan of domestication, the terms and conditions of the plan of domestication take effect; and
- (7) except as otherwise agreed, the domestication does not dissolve a domesticating limited liability company for the purposes of Part 7.

(b) A domesticated company that is a foreign limited liability company consents to the jurisdiction of the Crow Tribal Court to enforce any debt, obligation, or other liability owed by the domesticating company, if, before the domestication, the domesticating company was subject to suit in the Tribal Court on the debt, obligation, or other liability. A domesticated company that is a foreign limited liability company and not authorized to transact business within the Crow Indian Reservation appoints the Tribal Secretary as its agent for service of process for purposes of enforcing a debt, obligation, or other liability under this subsection. Service on the Tribal Secretary under this subsection must be made in the same manner and has the same consequences as in Section 18-5-116(c) and (d).

(c) If a limited liability company has adopted and approved a plan of domestication under Section 18-5-1010 providing for the company to be domesticated in a foreign jurisdiction, a statement surrendering the company's certificate of organization must be delivered to the Tribal Secretary for filing setting forth:

- (1) the name of the company;
- (2) a statement that the certificate of organization is being surrendered in connection with the domestication of the company in a foreign jurisdiction;

- (3) a statement the domestication was approved as required by this Chapter; and
- (4) the jurisdiction of formation of the domesticated foreign limited liability company.

SECTION 18-5-1014. RESTRICTIONS ON APPROVAL OF MERGERS, CONVERSIONS, AND DOMESTICATIONS.

(a) If a member of a constituent, converting, or domesticating limited liability company will have personal liability with respect to a surviving, converted, or domesticated organization, approval or amendment of a plan of merger, conversion, or domestication are ineffective without the consent of the member, unless:

- (1) the company's operating agreement provides for approval of a merger, conversion, or domestication with the consent of fewer than all the members; and
- (2) the member has consented to the provision of the operating agreement.

(b) A member does not give the consent required by subsection (a) merely by consenting to a provision of the operating agreement that permits the operating agreement to be amended with the consent of fewer than all the members.

SECTION 18-5-1015. PART NOT EXCLUSIVE. This Part does not preclude an entity from being merged, converted, or domesticated under law other than this Chapter.

PART 11.

LIMITED LIABILITY COMPANIES CONTROLLED BY THE CROW TRIBE

Subpart 1. General Provisions for Tribally-Controlled LLC's.

SECTION 18-5-1101. APPLICABILITY OF THIS PART.

(a) Except for subsection (b) below, the provisions of this Part 11 shall apply only to Tribally-controlled companies as defined in Section 18-5-102(25) and authorized by Sections 18-5-1102 and 18-5-1103 of this Part. The provisions of this Part 11 shall supersede and replace any other provisions of this Chapter which are inconsistent with the provisions of this Part.

(b) Tribes as LLC Member. The following provisions of this subsection (b) apply to all LLC's in which the Tribe is a member, whether or not the Tribe is the sole member of the LLC:

- (1) The Tribe shall form or become a member of a LLC formed under this Chapter only upon approval of such action and the LLC's Operating Agreement by joint action resolution approved by the Crow Tribal Legislature (the

“Legislature”) and the Chairman of the Executive Branch (the “Chairman”). Thereafter, amendments to the Operating Agreement of an LLC in which the Tribe is a member shall be made as provided in the LLC’s approved Operating Agreement.

(2) If the Tribe is a member of any LLC formed under this Chapter, any action which the Tribe is required or permitted to take with respect to any vote, approval, consent, appointment, direction, or other matter shall be taken as specified in Section 18-5-1130, unless a different procedure is provided in the company’s approved Operating Agreement.

(3) In no event shall any manager not a member of a LLC in which the Tribe is a member, bind the Tribe in any manner; provided that the Tribe’s interest as a member may be bound by manager or member actions as stated in this Chapter and the Operating Agreement of the LLC.

(4) Nothing contained in this Chapter shall be construed as creating any liability or waiving of sovereign immunity of the Tribe in any manner; provided that the assets of the LLC in which the Tribe holds an interest may be subject to liabilities and claims unless otherwise provided herein. In no event shall any action taken by the Tribe as member concerning the exercise of any right or privilege or discharge of any duty with respect to an interest in a LLC be construed as a waiver of immunity or creation of a liability on the part of the Tribe separate and apart from its interests as a member of the LLC.

SECTION 18-5-1102. LLC’S DIRECTLY OWNED BY THE TRIBE. There are hereby authorized to be created by duly adopted joint action resolution approved by the Legislature and the Chairman, limited liability companies wholly owned by the Tribe of which the Tribe shall be the sole member.

SECTION 18-5-1103. TRIBAL SUBSIDIARY LLC’S.

(a) There are hereby authorized to be created by duly authorized action of a limited liability company wholly owned by the Tribe and formed pursuant to Section 18-5-1102, Tribal subsidiary LLC’s to be wholly owned by such directly Tribally-owned LLC.

(b) There are further hereby authorized to be created by duly authorized action of a Tribal subsidiary LLC formed pursuant to subsection (a), other subsidiary LLC’s to be wholly owned by such Tribal subsidiary LLC.

(c) The action of a Tribally-controlled LLC authorizing the creation of a Tribal subsidiary LLC pursuant to subsections (a) or (b) above shall be as provided in the parent LLC’s Operating Agreement. Both types of entities authorized by the preceding provisions of this Section 18-5-1103 are referred to in this Part as “Tribal subsidiary LLC’s”.

SECTION 18-5-1104. PRIVILEGES AND IMMUNITIES. The Tribally-controlled limited liability companies established under Sections 18-5-1102 and 18-5-1103 shall be instrumentalities of the Tribe, created for carrying out the authorities and responsibilities of the Tribal Government for economic development and the advancement of Tribal members. Such LLC's, their managers, officers and employees shall, therefore, be entitled to all of the privileges and immunities enjoyed by the Tribe, including but not limited to immunities from suit in Federal, State and Tribal courts and from Federal, State, and local taxation or regulation, except that:

(a) a Tribally-controlled LLC may specifically grant limited waivers of its immunity from suit and consent to be sued in Crow Tribal Court, or another court of competent jurisdiction as specified in the waiver, pursuant to the procedures and authorities set forth in the LLC's Operating Agreement; provided, however, that

(1) any such waiver or consent to suit granted pursuant to the LLC's Operating Agreement shall in no way extend to any action against the Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe;

(2) any recovery against the LLC shall be limited to the assets of the LLC (or such portion of the LLC's assets as further limited by the waiver or consent), and the Tribe shall not be liable for the payment or performance of any of the obligations of the LLC, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the LLC; and

(3) any waiver of the LLC's immunities granted pursuant to the LLC's Operating Agreement shall be further limited or conditioned by the terms of such waiver.

(b) the sovereign immunity of a Tribally-owned LLC shall not extend to actions against the LLC by the Tribe acting as sole member, or, in the case of a Tribal subsidiary LLC, by the parent LLC acting as sole member, pursuant to Section 18-5-1160 of this Part.

SECTION 18-5-1105. OWNERSHIP.

(a) No membership interest in any Tribally-controlled LLC may be alienated, through sale, transfer, merger, conversion, or otherwise, except as specifically authorized by special joint action resolution approved by the Legislature and the Chairman.

(b) The membership interest in any LLC wholly-owned by the Tribe shall be held by and for the Tribe, or in the case of a Tribal subsidiary LLC, by and for the parent LLC representing the Tribe's interests. No individual member of the Tribe shall have any personal ownership interest in any LLC organized under this Part, whether by virtue of such person's status as a member of the Tribe, as an officer of the Tribal Government, or otherwise.

SECTION 18-5-1106. JOINTLY-OWNED COMPANIES WITH NON-TRIBAL MEMBERS. Any Tribally-controlled LLC created pursuant to this Part may form or own interests or shares in partnerships, corporations, or other limited liability companies with other governmental or non-governmental entities or persons under the laws of the Tribe or of any other jurisdiction ("jointly-owned companies"). Jointly-owned companies shall be governed by the laws of the jurisdictions in which they are created, and except for subsection 18-5-1101(b), this Part 11 shall not apply to any jointly-owned company; provided, however, that the Tribally-controlled LLC's partial ownership interest in such a jointly-owned company shall not diminish or affect the privileges and immunities of the Tribally-controlled LLC as provided in this Part.

[Sections 1107 – 1109. Reserved]

SECTION 18-5-1110. SPECIAL FORMATION REQUIREMENTS FOR LLC'S WHOLLY OWED BY THE TRIBE.

(a) The Chairman and the Speaker of the House shall be the organizers of any limited liability company formed pursuant to Section 18-5-1102 in which the Tribe will be the sole member.

(b) Unless a delayed effective date is specified, the existence of a LLC directly owned by the Tribe begins when the Certificate of Organization and the Operating Agreement have been approved by a joint action resolution approved by the Legislature and the Chairman, and the Certificate and Operating Agreement have been filed with the Office of the Tribal Secretary.

(c) The Operating Agreement of an LLC in which the Tribe is the sole member, and any amendments thereto, shall be filed with the Office of the Tribal Secretary, and be available for public inspection and copying.

[Section 1111 – 1119. Reserved.]

Subpart 2. Managers of Tribally-Owned LLC's.

SECTION 18-5-1120. QUALIFICATIONS OF MANAGERS. Unless otherwise specified in a company's Operating Agreement, managers of all Tribally-controlled limited liability companies which are manager-managed shall meet the following qualifications:

(1) A Manager must be at least twenty-five (25) years of age, possess a high school diploma or a General Equivalency Diploma, and have no felony convictions.

(2) At all times, the majority of the Managers shall be enrolled members of the Crow Tribe; provided, however, that this requirement may be suspended by unanimous agreement of the remaining Managers for a maximum of thirty (30) days if a vacancy occurs and until such vacancy is filled by a Tribal member.

(3) Managers who are not enrolled members of the Crow Tribe shall have substantial business, financial or industry experience.

(4) Managers may not be employees or elected officials of the United States or any State or local government (except that temporary or occasional employment in seasonal or intermittent positions such as fire-fighting or election judging shall not disqualify a person).

(5) Elected Executive officials, Legislators or employees of the Crow Tribe shall not be disqualified from serving as Managers of any LLC established pursuant to this Chapter, and their terms as Managers shall not be dependent on their continuing to hold office or employment with the Crow Tribe.

SECTION 18-5-1121. SELECTION OF MANAGERS. The number, terms and method for selecting and removing managers of any manager-managed Tribally-controlled LLC shall be specified in the LLC's Operating Agreement.

[Section 1122 – 1129. Reserved.]

Subpart 3. Decisions and Voting by the Tribe as Member.

SECTION 18-5-1130. ACTIONS BY THE TRIBE AS MEMBER.

(a) Any action which the Tribe is required or permitted to take as a member of a limited liability company (whether or not wholly owned by the Tribe or formed under this Chapter or the laws of another jurisdiction) with respect to any vote, approval, consent, appointment, direction, or other matter shall be taken in accordance with a Member Resolution. Unless a different procedure is specified in a company's Operating Agreement, a Member Resolution of the Tribe shall be adopted as follows:

(1) a draft member resolution on matters before the Tribe as member shall be provided by the LLC (or by the person or entity calling the special meeting, if applicable) to the Secretary of the Legislature and the Tribal Chairman along with the notice of meeting, in the form of a Member Resolution;

(2) voting of the Tribe's interest as member of a LLC shall be determined at meeting that is called, noticed and conducted pursuant to Section 18-5-1131, and attended by the members of the Legislature ("Legislators") and elected Executive Branch officers acting as representatives of the Tribe as a member of the LLC;

(3) the Legislators shall vote on each member resolution or other item properly submitted for a vote of the Tribe as member; and unless otherwise provided in the company's Operating Agreement, a quorum for all such votes shall consist of at least one (1) Legislator from each district and Legislators may not vote by proxy;

(4) items passed by simple majority vote of the Legislators present at the meeting, or such greater number of votes as required by the company's Operating Agreement, shall be referred to the Chairman for approval;

(5) each item passed by the Legislators shall be subject to approval by the Chairman of the Executive Branch, and the Chairman's disapproval or failure to approve of any item shall not be subject to override;

(6) the Chairman may delegate his or her approval authority over Member Resolutions to any of the other elected Executive Branch officers; any such delegation shall be in writing, may be general or limited according to its terms, and shall be valid until withdrawn or revoked by the Chairman in writing;

(7) items passed by the Legislators and approved by the Chairman or his or her delegate shall be documented in the form of a Member Resolution certified by the Legislature and approved by the Chairman.

(b) Unless a different procedure is provided in the Operating Agreement, the foregoing procedures in subsection (a) are the exclusive procedures for determining the Tribe's action, vote or any other decision that the Tribe is authorized to make as a member of an LLC, except for selection of the Managers of a manager-managed LLC wholly owned by the Tribe which shall be selected as specified in the LLC's Operating Agreement pursuant to Section 18-5-1121.

(c) The membership interest of a Tribally-controlled LLC in a Tribal subsidiary LLC shall be voted as provided in the Operating Agreement of the parent LLC.

SECTION 18-5-1131. MEMBER MEETINGS.

(a) Unless otherwise specified in a company's Operating Agreement, meetings of the Legislative and Executive Branch as representatives of the Tribe acting as member of a limited liability company shall be called and conducted as follows:

(1) Annual meeting. Annual meetings of the Legislature and the elected Executive Officers of the Tribe, in their capacity as representatives of the Tribe as a member of a LLC shall be held at such time and at such place on the Reservation as specified in the Operating Agreement, or if not so specified, it shall be held on the Tuesday following each anniversary of the formation of the LLC. At such annual meeting, such representatives of the Tribe as member shall transact such business as may properly be brought before the meeting. Such meetings may but need not be conducted during a regular session of the Legislature.

(2) Special meetings. Special meetings of the Legislature and Executive representatives of the Tribe, in its capacity as the member of the LLC, may be called by the Managers of the LLC, by the Chairman, or by majority vote of the Legislature, and held for any purpose.

(3) Notice of meetings. The LLC shall notify the Legislature and the Tribal Chairman of the date, time and place of the annual meeting at least 20 days before the meeting. The person or entity calling any special meeting shall notify the Legislature and the Tribal Chairman of the date, time and place of the special meeting at least five days before the meeting. Notices shall be deemed to be timely and effective if placed in the U.S. Mail, with proper first class postage affixed, at least 22 days (but not more than 62 days) prior to an annual meeting, and at least 7 days (but not more than 32 days) prior to a special meeting. If notice is personally delivered to the offices of the Tribal Chairman and the Secretary of the Legislature, it shall be deemed effective on the date of delivery. The foregoing notice requirements may be waived by unanimous vote of Legislators constituting a quorum and the Chairman as the first order of business at any meeting.

(4) Time and place of meetings. Meetings shall be held at the principal place of business of the LLC or at the Legislature chambers as specified in the notice.

(5) Presiding officer. The Chairman or his or her delegatee shall preside over any meeting of the Legislature and the Executive Branch Officers acting in their capacities as representatives of the Tribe as member of a limited liability company.

(6) Tribe's Decisions as Member. At any annual or special meeting of the Tribe as member, the vote of the Tribe's membership interest and any other decision which the Tribe is authorized to make as member of an LLC under this Chapter, except the selection of the Managers, shall be determined by the passage and approval of a Member Resolution as provided in Section 18-5-1130, unless a different procedure is provided in the LLC's Operating Agreement.

(b) Meetings of a Tribally-controlled company as a member of a Tribal subsidiary LLC shall be held, called, and conducted in accordance with the Operating Agreement of the Tribal subsidiary LLC.

[Section 1132 – 1139. Reserved.]

Subpart 4. Distributions to Tribe as Member.

SECTION 18-5-1140. DISTRIBUTIONS OF INCOME TO TRIBE AS MEMBER.

(a) A limited liability company in which the Tribe is the sole member shall distribute all profits of the LLC to the Tribe, except that a LLC may retain reserves necessary to carry on the LLC's business in a reasonably prudent manner and as recommended by the managers, if applicable, and approved by the Tribe as member, subject to further limitations set forth in Section 18-5-405 and in the Operating Agreement.

(b) Upon request of the Crow Tribe acting as sole member, the management of a LLC wholly-owned directly by the Tribe will, if the LLC controls a subsidiary, cause the subsidiary LLC to distribute to the parent LLC all or such portion of the net income of the subsidiary as may permitted under Section 18-5-405.

[Section 1141 – 1149. Reserved.]

Subpart 5. Additional Reports and Audits.

SECTION 18-5-1150. AUDIT. In addition to any member inspection rights provided in the Operating Agreement of an LLC wholly-owned by the Tribe, the Tribe may at any time, by member resolution adopted in the manner provided in Section 18-5-1130, require that any Tribally-controlled LLC be audited by an independent auditor hired by the Tribe who shall have the absolute right to require access to all of the LLC's records and documents necessary for such an audit.

SECTION 18-5-1151. FINANCIAL, BUSINESS, AND BUDGET INFORMATION FOR THE TRIBE. In addition to any reports to the member required by the Operating Agreement, the management of each Tribally-controlled LLC shall submit the following information to the Chairman and the Legislature or their designees:

- (1) copies of any periodic financial statements (including monthly or quarterly balance sheets, profit and loss statements, and cash flow statements) as may be prepared in the ordinary course of business, promptly after such statements are furnished to the LLC's management;
- (2) a full report of the business activities of the company within 120 days after the close of each fiscal year; and
- (3) a proposed annual budget for the following Tribal fiscal year, including any proposed funding from the Tribe or anticipated distributions to the Tribe, by May 15 of each year, and the final annual budget adopted by the LLC by October 1 of each Tribal fiscal year.

[Section 1151 – 1159. Reserved.]

Subpart 6. Actions Against LLC's Wholly Owned by the Tribe.

SECTION 18-5-1160. COURT ACTIONS AUTHORIZED. The Tribe as sole member of any limited liability company organized pursuant to this Chapter may bring a civil action against the LLC, its managers or its officers in the Crow Tribal Court only pursuant to this Part to:

- (1) enjoin temporarily or permanently any action of the LLC that is an ultra vires act outside the authority of the LLC and that is either:
 - (a) unlawful; or

(b) has or could cause material harm to the assets of the LLC or the Tribe if no immediate action is taken.

(2) require the distribution of the LLC's surplus net income, to the extent permitted by Section 18-5-405.

SECTION 18-5-1161. APPROVAL OF TRIBE REQUIRED. The filing of any court action against the LLC pursuant to this Part must be authorized by the Tribe as a member in the same manner as required Section 18-5-1130 for voting on any item properly coming before the Tribe as member. The request for consideration of the proposed court action may be made by Legislative Resolution of the Legislature or by the Chairman of the Executive Branch.

SECTION 18-5-1162. RELIEF AVAILABLE. In any action brought under this Part, the Tribal Court may, based on clear and convincing evidence set forth in its findings of fact and conclusions of law:

(1) issue a temporary restraining order, preliminary injunction, and permanent injunctive relief pursuant to the procedures and standards in the Rules of Civil Procedure, except that no bond need be posted for any preliminary injunctive relief; or

(2) order that funds of the LLC be distributed to the Tribe to the extent permitted by Section 18-5-405 of this Chapter.

PART 12

MISCELLANEOUS PROVISIONS

SECTION 18-5-1201. UNIFORMITY OF APPLICATION AND CONSTRUCTION. In applying and construing this uniform act, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among states and Tribes that enact it. It is the intent of the Legislature that in interpreting this Chapter, the Tribal Court shall consider the official comments to the Revised Uniform Limited Liability Act as published by the National Conference of Commissioners on Uniform States Laws.

SECTION 18-5-1202. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. This Chapter modifies, limits, and supersedes the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., but does not modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section 7001(c), or authorize electronic delivery of any of the notices described in Section 103(b) of that act, 15 U.S.C. Section 7003(b).

SECTION 18-5-1203. SAVINGS CLAUSE. This Chapter does not affect an action commenced, proceeding brought, or right accrued before this Chapter takes effect.

SECTION 18-5-1204. REPEALS. This Act repeals any previous Tribal resolutions, acts or ordinances which may be construed as authorizing the organization of a limited liability company under Tribal law.

SECTION 18-5-1205. EFFECTIVE DATE. This Chapter takes effect on the date of approval by the Chairman of the Executive Branch of the Crow Tribe.