

**Non-Binding Memorandum of Understanding
between
The Oglala Sioux Tribe
and
The South Dakota Secretary of State**

This Non-Binding Memorandum of Understanding is made and entered into with a reference date of August 2, 2011, between the Office of the Secretary of State of the State of South Dakota ("State") whose address is 500 E. Capitol, Pierre, South Dakota 57501-5070, (hereinafter the "Office of the Secretary" or "Secretary"), and The Oglala Sioux Tribe, whose address is POB 2070, Pine Ridge, SD 57770, (hereinafter the "Tribe"). The Effective Time of this Memorandum of Understanding is set forth in Section __ below (Duration).

PURPOSE

WHEREAS, the Office of the Secretary and the Oglala Sioux Tribe entered into a binding Memorandum of Understanding dated July 30, 2008, pursuant to which the Office of the Secretary has been the designated Uniform Commercial Code ("UCC") central filing office for the State and for the Tribe for the filing of financing statements, assignments, continuations, amendments, partial releases and terminations of UCC documents for which central filing is required under either Article 9 of the Uniform Commercial Code as adopted by the State of South Dakota in 2000, SDCL Chapter 57A-9, or The Oglala Sioux Tribe Secured Transactions Act, Part 9 of Chapter 44 of the Oglala Sioux Tribe Law and Order, and any subsequent amendments thereto; and

WHEREAS, the Office of the Secretary has recently implemented a new centralized filing system through its website pursuant to which business entity formations and related documents may be filed online (the "State Online Filing System");

WHEREAS, business entity formations under the Tribe's business laws are currently made in person or by mail with the OST Revenue Office at Pine Ridge Indian Reservation;

WHEREAS, it is proposed that the parties discuss the potential and logistics for filing documents related to business entity formations under the Tribe's business laws using the State Online Filing System with the filing fees, set by the Tribe and to be collected by the Office of the Secretary, being remitted to the Tribe on a regular basis; and

WHEREAS, it is further proposed that the parties enter into discussions with each other and with the other federally-recognized tribes located in the State known as parts of the Great Sioux Nation, namely the Standing Rock Sioux Tribe, Standing Rock Indian Reservation, Sisseton Wahpeton Oyate, Lake Traverse Indian Reservation, Flandreau Santee Sioux Tribe, Flandreau Indian Reservation, Cheyenne River Sioux Tribe, Cheyenne River Indian Reservation, Crow Creek Sioux Tribe, Crow Creek Indian Reservation, Lower Brule Sioux Tribe, Lower Brule Indian Reservation, Yankton Sioux Tribe, Yankton Sioux Indian Reservation, and Rosebud Sioux Tribe (Upper Brule Sioux Nation), Rosebud Indian Reservation; concerning the adoption by the other tribes of business laws consistent with the business laws of the State and/or the business laws of the Tribe so that the parties and such other tribes may be able to participate in cooperative marketing of a "Great Sioux Nation Business Region" in alliance with the State as a form

of economic development and a job creation initiative within the Great Sioux Nation and the State.

IN FURTHERANCE THEREOF, the Office of the Secretary and the Tribe hereby declare their mutual sovereign intentions to pursue reasonable and progressive discussions to accomplish the foregoing if such is economically feasible.

DURATION

1. This Non-Binding Memorandum of Understanding shall be effective for one (1) year commencing on the latest date on which this document is signed by the parties (the "Effective Time"), and may be renewed thereafter for additional one (1) year periods until terminated pursuant to Section 2 (Termination With or Without Cause), or Section 3 (Termination Due to Lack of SD Legislative Authority).

TERMINATION

2. This Non-Binding Memorandum of Understanding may be terminated by either party hereto with or without cause upon 10 days' written notice, such 10-day period commencing upon receipt of the notice.
3. Notwithstanding the provisions of the above paragraphs, the obligations of the Office of the Secretary under this Non-Binding Memorandum of Understanding depend upon the continued legislative authority under State law to operate the central filing system and perform the intentions contemplated herein. This Non-

Binding Memorandum of Understanding will be terminated if the Legislature of the State removes the Office of the Secretary's authority or fails to appropriate funds or grant expenditure authority sufficient to cover the costs and expenses necessary to carry out the intentions expressed herein.

SOVEREIGN IMMUNITY

4. Nothing in this Non-Binding Memorandum of Understanding shall be construed as a waiver of sovereign immunity of either the Tribe or the State. In addition, this document may not be used in Court by either party for any purposes.

GENERAL PROVISIONS

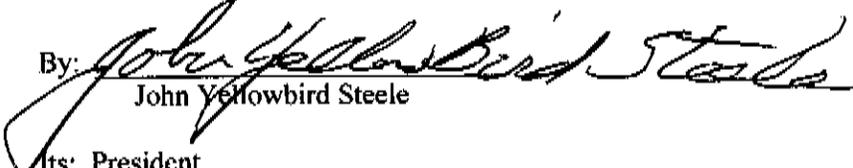
5. This Non-Binding Memorandum of Understanding ("Memorandum"), or any part thereof, shall not be assigned, transferred, or disposed of to any person, firm, corporation, or other entity. Nothing in this Memorandum is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any party or third party against the State, the Secretary, the Tribe, or their respective agencies, officers, or employees.
6. The parties declare that no separate government entity as contemplated in SDCL 1-24-4 is being created to implement this Memorandum, and that the cooperative undertaking herein described shall be administered by the Secretary on behalf of the Office of the Secretary and by the President of the Tribe for and on behalf of the Tribe and their authorized designees as contemplated in SDCL 1-24-5. Upon final execution, copies hereof will be filed by the Office of the Secretary in accordance with SDCL 1-24-6.1, provided that the failure of the Office of the Secretary to make such filing shall not affect the validity hereof.

7. Any notice or other communication required hereunder shall be in writing and sent to the address set forth above. Notices shall be given by and to the Secretary of State on behalf of the Office of the Secretary, and by and to the President of the Tribe, on behalf of the Tribe, or such authorized designees as either party may from time to time designate in writing. Notices and communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

NOT INTENDING TO BE BOUND, each party hereto has executed this Non-Binding Memorandum of Understanding, through its duly authorized representative(s), on the dates set forth below, to express the intentions set forth above.

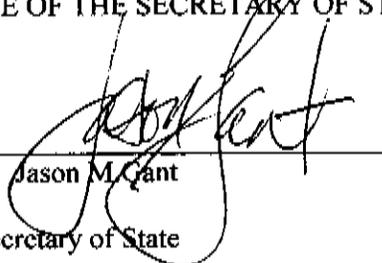
THE OGLALA SIOUX TRIBE

Date: August 2, 2011

By: 
John Yellowbird Steele
Its: President

THE STATE OF SOUTH DAKOTA,
OFFICE OF THE SECRETARY OF STATE

Date: August 2, 2011

By: 
Jason M. Gant
Its: Secretary of State