

1.

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

MARCH 4, 2010
(DATE)

TABLED

RESOLUTION NO. 191 (2010)

WHEREAS, Gunnie Bradley is an enrolled Tribal elder, and has concerns regarding the location of the Children's Home; and

WHEREAS, the current location does not allow much sunlight for the children, and the cottages are very old and not a suitable atmosphere for the children kept there; and

WHEREAS, Gunnie Bradley desires that the Children's Home be relocated to a more suitable location, preferably on property purchased from Lawanda Myers, and that a suitable facility be built to house these children and staff.

NOW, THEREFORE BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council assembled, at which a quorum is present, the Tribal Council hereby instructs the _____ Tribal Department to investigate the possibility of constructing a new Children's Home.

BE IT FURTHER RESOLVED these findings shall be presented to the Council at the _____ 2010 Council session.

Submitted by: Gunnie Bradley & Francine Watty

AMENDED TABLED

2.

Cherokee Council House
Cherokee, North Carolina
Date JUL 01 2010

Resolution No. 393 (2010)

WHEREAS the Eastern Band of Cherokee Indians and The Cherokee Department of Transportation is bound by Federal regulations to completed an have an approved design package before commencing any construction project, including a certified Right Of Way Plan, and

WHEREAS the Bureau of Indian Affairs is responsible for keeping right of ways certified for Bureau of Indian Affairs Roads, and

WHEREAS the Eastern Band of Cherokee Indians and The Cherokee Department of Transportation is ready to commence construction on Mary Lambert Farm, and

WHEREAS one remaining Right of Way issue must be approved by Tribal Council before construction can commence. This issue has been approved by Lands Committee, the BIA and CDOT, and

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians in council assembled where a quorum is present that the BIA realty office is authorized to decrease the Right of Way along Mary Lambert Farm Rd from 60 ft to 40 ft across Patrick Lambert's parcel, parcel # 21-A, reflecting this change on all existing ROW documents, and

BE IT FURTHER RESOLVED that any existing easements or Right of Way in the possession of the North Carolina Department of Transportation, the State of North Carolina, or Swain County will remain as documented,

BE IT FURTHER RESOLVED That the Principal Chief of the Eastern Band of Cherokee Indians is authorized to carry out the intent of this resolution, which shall remain in effect until implemented or rescinded.

Submitted by: Cherokee Department of Transportation

TABLED

3.

Cherokee Council House
Cherokee, North Carolina

AUG 13 2010

Date

RESOLUTION NO. 437 (2010)

WHEREAS, Alzina Mae Locust Bradley, RR#1818 (Deceased September 24, 2005), enrolled member of the Eastern Band of Cherokee Indians, did not leave a Last Will and Testament; and

WHEREAS, Henderson Climbingbear, Jr. has qualified as Administrator of Alzina Mae Locust Bradley's estate and it is his desire that Alzina Mae Locust Bradley's legal heirs be recognized as Successors in Interest to her possessory holdings located in the Painttown Community and Wolfetown Community.

NOW, THEREFORE, BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council Assembled, at which a quorum is present that the Tribal Council of the Eastern Band of Cherokee Indians does hereby recognize the heirs of Alizina Mae Locust Bradley; and

BE IT FURTHER RESOLVED by the Eastern Band of Cherokee Indians in Council Assembled, at which a quorum is present that the Tribal Council of the Eastern Band of Cherokee Indians does hereby assign Alzina Mae Locust Bradley's Undivided Interest in **Painttown Community Parcel No. 708 (Part of Parcel No. 494), containing 0.644 Acres, more or less**, to Rose Marie Rollins, RR#2283, Simpson Queen, Jr., RR#2148, and Henderson Climbingbear, Jr., RR#509.

BE IT FURTHER RESOLVED that **Wolfetown Community Parcel No. 375, containing 6.083 Acres, more or less, and Wolfetown Community Parcel No. 1287 (Part of Parcel No. 374), containing 0.485 acres, more or less, together with all improvements located thereon**, be assigned to Rose Marie Queen Rollins, RR#2283, Simpson Queen, Jr., RR#2148, and Henderson Climbingbear, Jr., RR#0509.

BE IT FURTHER RESOLVED, that the Alzina Mae Locust Bradley's Heirs may request the Tribal Lands Committee to assist with a division of the property.

BE IT FINALLY RESOLVED that the Tribal Business Committee and Cherokee Agency Division of Real Estate Services are hereby authorized to carry out the intent of this resolution.

Submitted by: BIA, Cherokee Agency Division of Real Estate Services

ADDRESSES

Ms. Rose Marie Rollins
1176 Asheville Hwy.
Pisgah Forest, North Carolina 28768

Mr. Simpson Queen, Jr.
P.O. Box 78
Cherokee, North Carolina 28719

Mr. Henderson Climbingbear, Jr.
P.O. Box 78
Cherokee, North Carolina 28719

CHEROKEE TRIBAL COURT
CHEROKEE, NC

EASTERN BAND OF CHEROKEE INDIANS 2005 OCT -6 AM 11: 01 File No EST 05-166

Cherokee, North Carolina

FILED

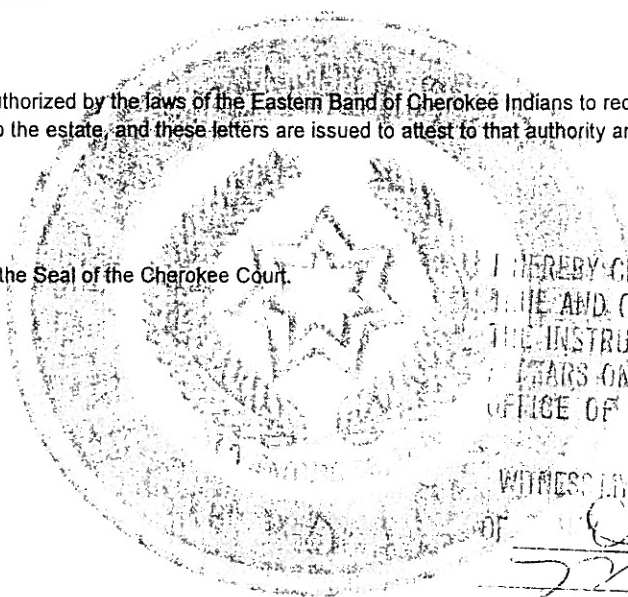
The Cherokee Court
Before the Clerk

IN THE MATTER OF THE ESTATE OF		LETTERS
Name Alzina Mae Bradley		
Date of Death 9/24/2005	G S 28A-6-1	

The Court in the exercise of its jurisdiction of the probate of wills and the administration of estates, and upon application of the fiduciary, has adjudged legally sufficient the qualification of the fiduciary named below and orders that Letters be issued in the above estate.

The fiduciary is fully authorized by the laws of the Eastern Band of Cherokee Indians to receive and administer all of the assets belonging to the estate, and these letters are issued to attest to that authority and to certify that it is now in full force and effect.

Witness my hand and the Seal of the Cherokee Court.

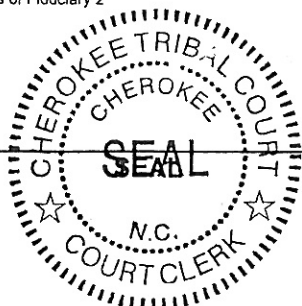


I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT AND COMPLETE COPY OF THE INSTRUMENT HERewith SET OUT AS IT APPEARS ON RECORD IN THE COURT CLERK'S OFFICE OF THE CHEROKEE TRIBAL COURT, CHEROKEE, NC

WITNESS MY HAND AND SEAL THIS 06 DAY

OF 2005
MARCELINA LONG
COURT CLERK

Name and Address of Fiduciary 1 Henderson Climbingbear Jr P.O. Box 78 Cherokee NC 28719	Date of Qualification October 6, 2005
	Clerk of Court Marcelina Long
	EX OFFICIO JUDGE OF PROBATE
Name and Address of Fiduciary 2 0 0 0	Date of Issuance October 6, 2005
	Signature Marcelina Long



102/10

EBO CHEROKEE TRIBAL COURT CHEROKEE NC		File No EST 05-166								
Date of Death 9/24/2005		Before the Clerk 9/25/05 8:08 AM								
IN THE MATTER OF THE ESTATE OF										
Name of Decedent Alzena Bradley		ACCOUNT <input type="checkbox"/> ANNUAL <input checked="" type="checkbox"/> FINAL								
<input checked="" type="checkbox"/> Deceased <input type="checkbox"/> Minor <input type="checkbox"/> Incompetent <input type="checkbox"/> Trust										
I, the undersigned representative, being first duly sworn, say that the following is a complete and accurate account of my receipts, disbursements and other transactions as representative of this estate or trust.										
Accounting Period From 10/06/05		Extending to 12/08/05								
PART I. SUMMARY										
1. Subtotal Personal Property on Inventory or Subtotal Personal Property Held/Invested as Shown on Last Account		-								
2. Minus Loss from Sale of Personal Property when Compared to Value Listed on Inventory or Prior Account		-								
		\$ -								
4. Plus Total Receipts as shown on Reverse (Part III.) (costs apply to this amount).		+								
		\$ -								
5. TOTAL ASSETS		\$ 6,783.00								
6. Minus Disbursements (Debts or Expenses) as Shown on Reverse (Part IV.)		-								
		\$ 2,677.75								
7. SUBTOTAL		\$ 4,105.25								
8. Minus Distributions (Inheritance to Heirs) as Shown on Reverse (Part V.)		-								
		\$ 4,105.25								
9. BALANCE AT END OF ACCOUNTING PERIOD (When filing Final Acct, this should equal zero)		\$ -								
PART II. BALANCE HELD OR INVESTED										
(Complete ONLY when filing an Annual Account with assets remaining in the Estate.)										
1. On Deposits in Banks, etc.		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Account No.</th> <th style="width: 40%;">Balance</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Account No.	Balance						
Account No.	Balance									
2. Invested in Securities, etc.										
3. Tangible Personal Property										
4. SUBTOTAL - PERSONAL PROPERTY		\$0.00								
5. Real Estate Willed to the Estate (fair market value at date of death)										
6. Real Estate Acquired by the Estate Under G.S. 28A-15-1										
7. Other										
TOTAL BALANCE HELD OR INVESTED (Must equal Balance shown in Part I. Above)		\$0.00								
Name and address of Fiduciary <input type="checkbox"/> Change of Address Henderson Climbingbear Jr P.O. Box 78 Cherokee NC 28719		Name and address of Co-Fiduciary <input type="checkbox"/> Change of Address 0 0 0								
Signature of Fiduciary <i>[Signature]</i>	Title Administrator	Signature of Co-Fiduciary 0								
SWORN AND SUBSCRIBED TO BEFORE ME		SWORN AND SUBSCRIBED TO BEFORE ME								
Date 12/8/05	Signature of Person Authorized to Administer Oaths <i>[Signature]</i>	Date 12/8/05								
<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input checked="" type="checkbox"/> Clerk of Superior Court		<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk of Superior Court								
SEAL <input type="checkbox"/> Notary		Date Commission Expires <input type="checkbox"/> Notary SEAL								
<input checked="" type="checkbox"/> The above account has been audited by me and the vouchers or verified proofs submitted in support were examined. The account is <input checked="" type="checkbox"/> approved <input type="checkbox"/> disapproved.										
<input checked="" type="checkbox"/> As this is the final account, the personal representative is discharged in accordance with G.S. 28A-23-1.										
Date 12/8/05		<input type="checkbox"/> Assistant CSC <input checked="" type="checkbox"/> Clerk of Superior Court								

AOC-E-505, Rev. 4/01
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Pg 1 of 2

PART III. RECEIPTS

NOTES: 1. Rent from real property not willed to the estate goes to the heirs, and is not a receipt of the estate.

2. List Loans to the estate for the purpose of paying claims.

3. If a sale of personal property results in a gain over the value listed on the Inventory (AOC-E-505), list the gain as a receipt. If a sale results in a loss as compared to the value listed on the Inventory, report the loss on Side 1, Part I of this form.

4. Do not report, as a receipt, changes in value (when compared to the value listed in the Inventory) of items which have not been sold.

5. If any real property willed to the estate has been sold, report the entire proceeds as a receipt.

6. If any real property not willed to the estate has been sold in a special proceeding to create assets with which to pay claims of the estate, report as a receipt only that portion of the proceeds received from the Commissioners (the balance not needed to pay claims of the estate is distributed in the special proceeding).

	DATE	RECEIVED FROM	DESCRIPTION	Amount or Value
1	09/25/05	EBCI	Funeral Assit	\$ 2,250.00
2	12/01/05	EBCI	Per Capita	\$ 4,183.00
3	11/07/05	Santa's Land	Billboard income due to decedent	\$ 350.00
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
				\$ -
			Total from Attachment, If Any	\$ -
			TOTAL PART III	\$ 6,783.00

PART IV. DISBURSEMENTS (Debts or Administrative Expenses)

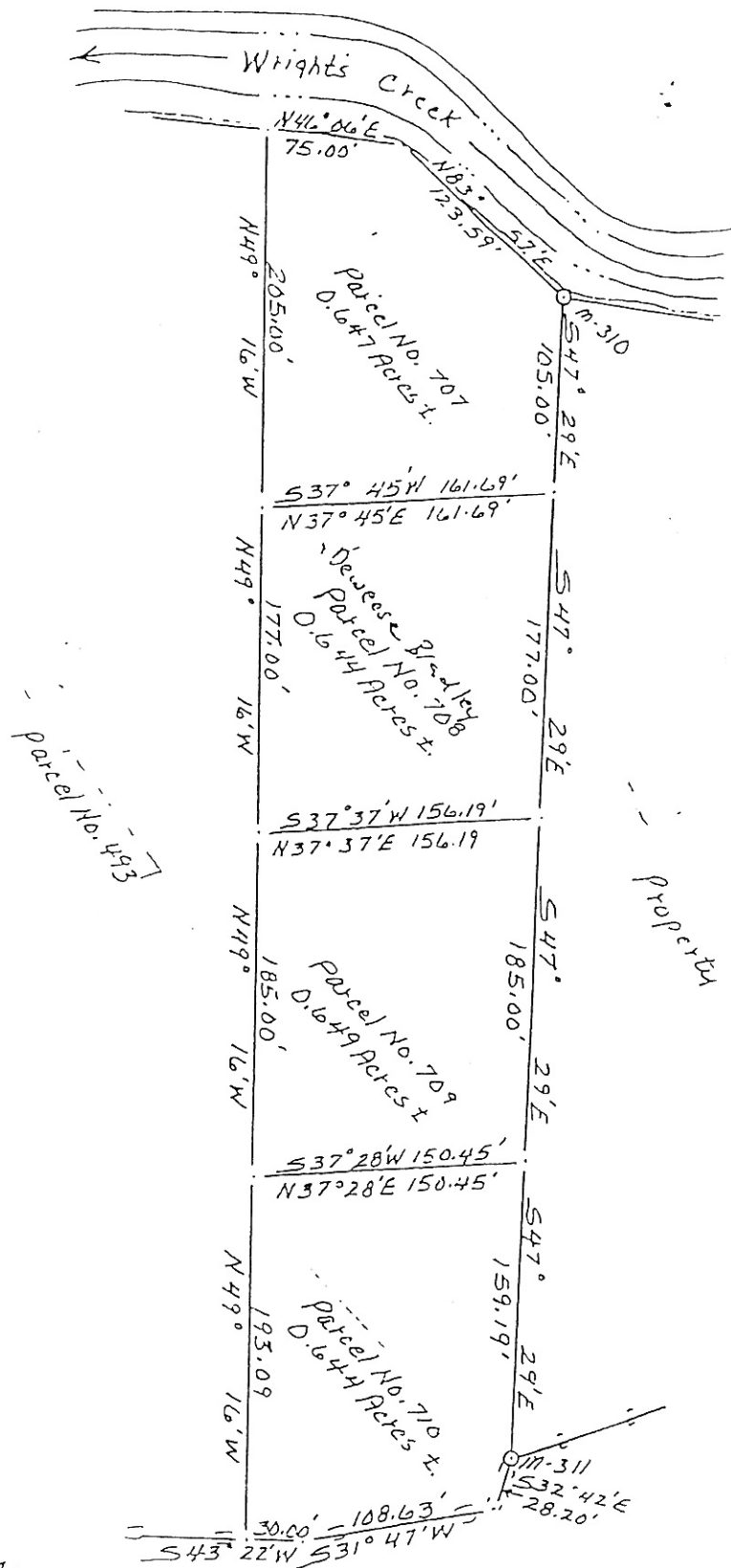
NOTES: 1. Disbursements are expenditures of and for the estate, and do not include expenses regarding real property not willed to the estate.

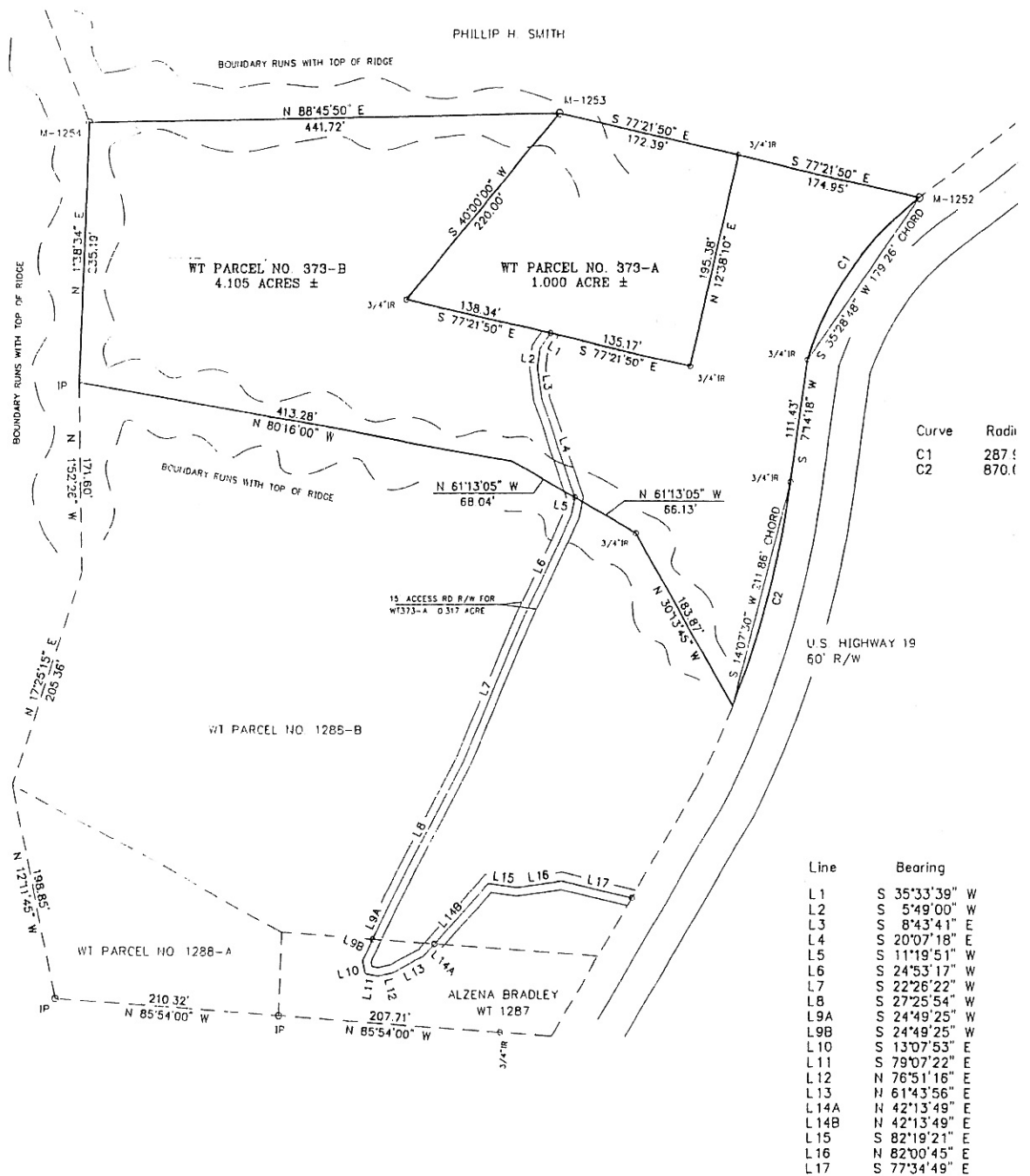
2. List payments to creditors out of loans to the estate, or reimbursements by the estate to heirs who had directly paid creditors of the estate

	Date	Paid or Disbursed To	Description	Amount or Value
1	11/07/05	Moody's	acct	\$ 1,844.00
2	12/08/05	Massie Furniture	acct	\$ 755.75
3	12/08/05	Moody's	bal due on acct	\$ 78.00
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
			Total from Attachment, If Any	\$ -
			TOTAL PART IV.	\$ 2,677.75

PART V. DISTRIBUTIONS (Inheritance to Heirs)

	Date	Distributed to	Amount
1	11/07/05	Rosie Marie Rollins	\$ 252.00
2	11/07/05	Simpson Queen Jr	\$ 252.00
3	11/07/05	Henderson Climbingbear Jr	\$ 252.00
4	12/08/05	Rosie Marie Rollins	\$ 1,116.42
5	12/08/05	Simpson Queen Jr	\$ 1,116.42
6	12/08/05	Henderson Climbingbear Jr	\$ 1,116.41
7			\$ -
8			\$ -
9			\$ -
10			\$ -
11			\$ -
		Total from Attachment, If Any	\$ -
		TOTAL PART V.	\$ 4,105.25



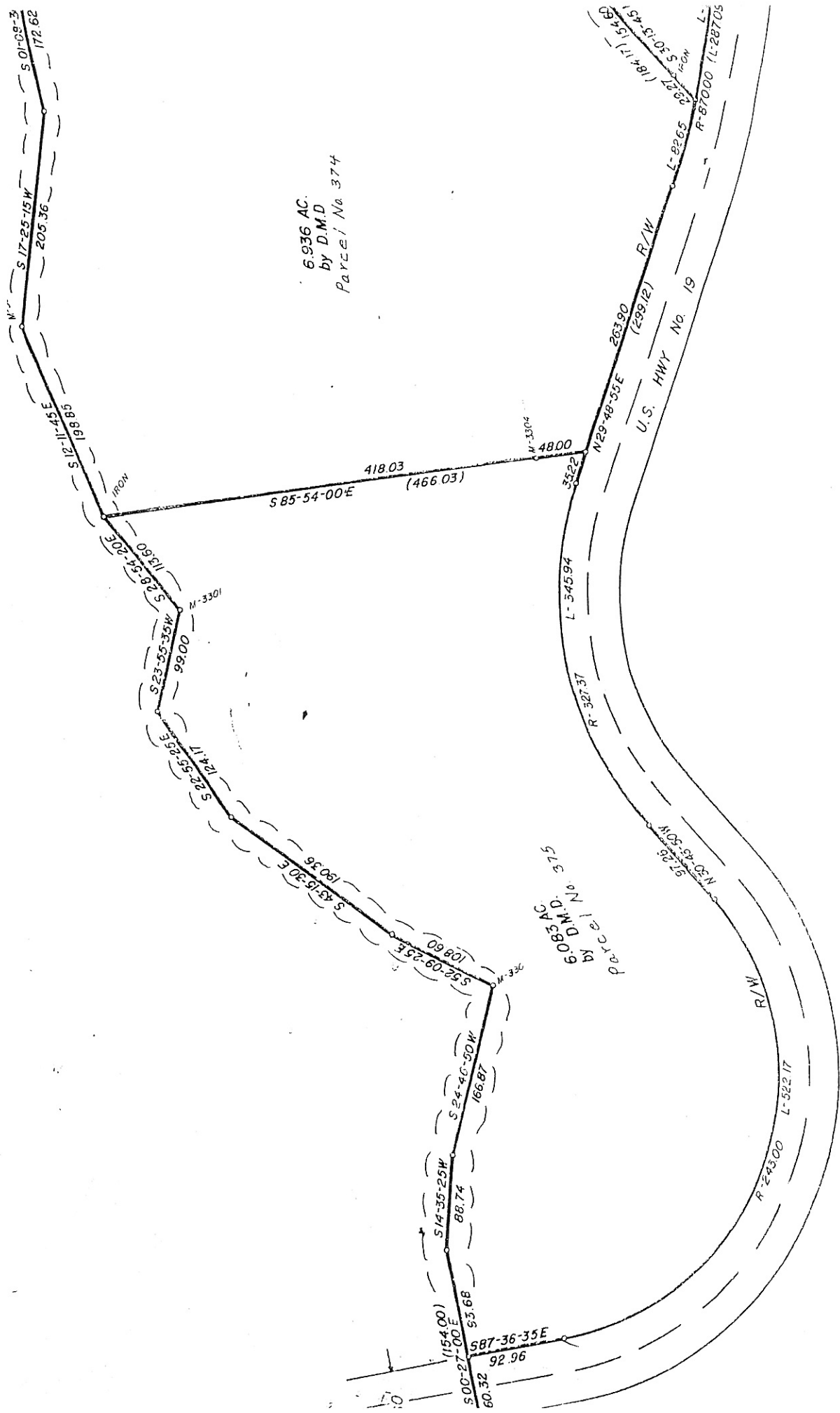


300 400 500

ADWG / WT373-AASC

PORTIONS OF THIS MAP
MAP DATE 08-12-2005

REVISION SUBJECT AND
REVISION SUBJECT AND
REVISION SUBJECT AND



6.936 AC.
by D.M.D.
Parcel No. 374

60.62 AC.
by D.M.D.
Parcel No. 375

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

(DATE)

RESOLUTION NO. _____ (2010)

WHEREAS, George Martin is an enrolled member of the Eastern Band of Cherokee Indians; and

WHEREAS, he desires that the 1986 referendum be deemed null and void "because illegal representatives were seated on Tribal Council when it occurred."

NOW, THEREFORE BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council assembled, at which a quorum is present, the Tribal Council hereby deems the 1986 referendum null and void.

BE IT FURTHER RESOLVED this resolution shall become effective upon ratification by the Principal Chief.

Submitted by: George Martin

Date

RESOLUTION NO. _____(2010)

WHEREAS, Amanda Elaine Smoker, BR#2420, (Deceased February 18, 2010), enrolled member of the Eastern Band of Cherokee Indians left a Last Will and Testament dated September 21, 1994, and

WHEREAS, Richard Smoker has qualified as Executor of the estate of Amanda Elaine Smoker and it is his desire that the Last Will and Testament of Amanda Elaine Smoker be recognized and confirmed by the Eastern Band of Cherokee Indians; and

WHEREAS, NOW, THEREFORE, BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council Assembled, at which a quorum is present that the Tribal Council of the Eastern Band of Cherokee Indians does hereby confirm Amanda Elaine Smoker's Last Will and Testament which was dated September 21, 1994; and

BE IT RESOLVED that Molly Ann Smoker Lossiah, RR#2593, will be assigned **Snowbird Community Parcel No. 165 (Part of Tract No. 367)**, containing 0.601 acres, more or less, together with all improvements located thereon. Joyce Lynn Smoker Gregory, RR#4054, will be assigned my one-half (1/2) Undivided Interest in **Snowbird Community Parcel No. 359**, containing 3.945 acres, more or less. Molly Ann Smoker Lossiah, RR#2593, and Joyce Lynn Smoker Gregory, RR#4054, will be assigned **Snowbird Community Parcel No. 360-B (Remainder of Parcel No. 360)**, containing 3.142 acres, more or less, to be divided equally.

BE IT FINALLY RESOLVED that the Tribal Business Committee and the BIA Cherokee Agency Division of Real Estate Services are hereby authorized to carry out the intent of this resolution.

Submitted by: Cherokee Agency Division of Real Estate Services

ADDRESSES

Betty Jean Smoker Jackson
1487 Little Snowbird Road
Robbinsville, NC 28771

Molly Ann Smoker Lossiah
PO Box 2256
Cherokee, NC 28719

Joyce Lynn Smoker Gregory
PO Box 453
Dillsboro, NC 28725

Richard Smoker
PO Box 1374
Cherokee, NC 28719

6.

Date

RESOLUTION NO. _____ (2010)

WHEREAS, Charlie Ray George, RR#3511, (Deceased July 9, 2007), enrolled member of the Eastern Band of Cherokee Indians, left a Last Will and Testament dated July 7, 2007, and

WHEREAS, The Last Will and Testament of Charlie Ray George does not address the assignment of **Wolfetown Community Parcel No. 1050 (Part of Parcel No. 452), containing 0.985 acres, more or less;** and

WHEREAS, Carmalee M. George has qualified as Executrix for the estate of Charlie Ray George it is her desire that Charlie Ray George's legal heirs be recognized as the successor in interest to his possessory holding located in the Wolfetown Community; and

NOW, THEREFORE, BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council Assembled, at which a quorum is present that the Tribal Council of the Eastern Band of Cherokee Indians does hereby recognize the heirs of Charlie Ray George.

BE IT FURTHER RESOLVED that Tyler Blankenship, RR#9188, Hunter Trey Thomas, RR#9838, and Cierra Jade George, RR#9894, shall be assigned **Wolfetown Community Parcel No. 1050 (Part of Parcel No. 452), containing 0.985 acres, more or less.**

BE IT FINALLY RESOLVED that the Tribal Business Committee and the BIA Cherokee Agency Division of Real Estate Services are hereby authorized to carry out the intent of this resolution.

Submitted by: Cherokee Agency Division of Real Estate Services

ADDRESSES

Tyler Blankenship
P.O. Box 897
Cherokee, NC 28719

Hunter Trey Thomas
P.O. Box 3372
Cullowhee, NC 28723

Cierra Jade George
6262 Soco Rd.
Maggie Valley, NC 28751

EASTERN BAND OF CHEROKEE INDIANS 2007 JUL 17 AM 11:15

File No.

EST 07-041

Cherokee, North Carolina

FILED

**The Cherokee Court
Before the Clerk**

IN THE MATTER OF THE ESTATE OF

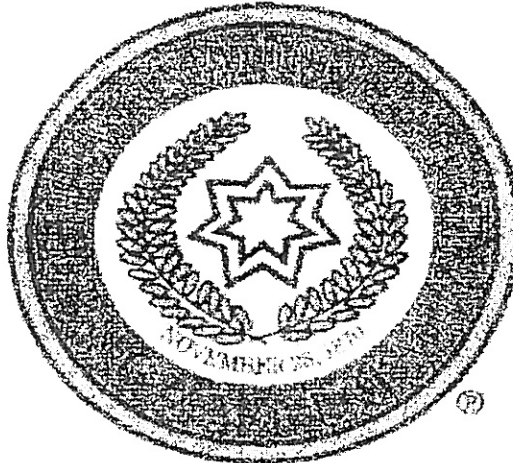
Name Of Decedent/Minor/Incompetent/Trust

Charlie Ray George

**ORDER AUTHORIZING
ISSUANCE OF LETTERS**

The Court finds from the Application for Letters in the matter named above that the Fiduciary is entitled and qualified to administer the estate, trust or guardianship.

Based on these findings the Court orders that Letters be issued to the Fiduciary in this matter.



Name and Address of Fiduciary 1
Carmalee M. George

PO Bx 2003

Cherokee NC 28719

Name and Address of Fiduciary 2

0
0
0

Date of Qualification

July 17, 2007

Clerk of Court

Marcelina Long

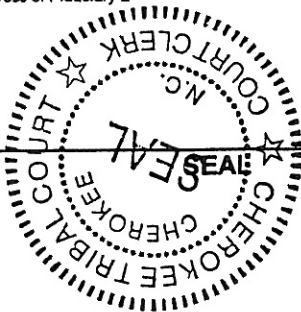
EX OFFICIO JUDGE OF PROBATE

Date of Issuance

July 17, 2007

Signature

Marcelina Long



ESCI CHEROKEE TRIBAL COURT CHEROKEE, NC		File No. EST 07-041	
Date of Death 2007 DEC 17 7/9/2007		Before the Clerk	
IN THE MATTER OF THE ESTATE OF			
Name of Decedent Charlie Ray George		ACCOUNT <input type="checkbox"/> ANNUAL <input checked="" type="checkbox"/> FINAL	
<input checked="" type="checkbox"/> Deceased <input type="checkbox"/> Minor <input type="checkbox"/> Incompetent <input type="checkbox"/> Trust			
<small>G.S. 28A-21-1, -21-2, -21-3; 35a-1284</small>			
I, the undersigned representative, being first duly sworn, say that the following is a complete and accurate account of my receipts, disbursements and other transactions as representative of this estate or trust.			
Accounting Period From 07/17/07		Extending to 12/20/06	
PART I. SUMMARY			
1. Subtotal Personal Property on Inventory or Subtotal Personal Property Held/Invested as Shown on Last Account			
2. Minus Loss from Sale of Personal Property when Compared to Value Listed on Inventory or Prior Account			
4. Plus Total Receipts as shown on Reverse (Part III.) (costs apply to this amount).		\$ -	
5. TOTAL ASSETS		\$ 6,261.93	
6. Minus Disbursements (Debts or Expenses) as Shown on Reverse (Part IV.)		\$ 6,261.93	
7. SUBTOTAL		\$ -	
8. Minus Distributions (Inheritance to Heirs) as Shown on Reverse (Part V.)		\$ -	
9. BALANCE AT END OF ACCOUNTING PERIOD (When filing Final Acct, this should equal zero)		\$ -	
PART II. BALANCE HELD OR INVESTED			
(Complete ONLY when filing an Annual Account with assets remaining in the Estate.)			
1. On Deposits in Banks, etc.		0	
2. Invested in Securities, etc.			
3. Tangible Personal Property			
4. SUBTOTAL - PERSONAL PROPERTY		\$0.00	
5. Real Estate Willed to the Estate (fair market value at date of death)		0	
6. Real Estate Acquired by the Estate Under G.S. 28A-15-1		0	
7. Other			
TOTAL BALANCE HELD OR INVESTED (Must equal Balance shown in Part I. Above)		\$0.00	
Name and address of Fiduciary <input type="checkbox"/> Change of Address Carmalee M. George P.O. Box 2003 Cherokee NC 28719		Name and address of Co-Fiduciary <input type="checkbox"/> Change of Address 0 0 0	
Signature of Fiduciary Carmalee M. George Title Executrix		Signature of Co-Fiduciary Title 0	
SWORN AND SUBSCRIBED TO BEFORE ME		SWORN AND SUBSCRIBED TO BEFORE ME	
Date 12/17/07	Signature of Person Authorized to Administer Oaths	Date Signature of Person Authorized to Administer Oaths	
<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input checked="" type="checkbox"/> Clerk of Superior Court		<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk of Superior Court	
SEAL <input type="checkbox"/> Notary Date Commission Expires		Date Commission Expires	
<input checked="" type="checkbox"/> The above account has been audited by me and the vouchers or verified proofs submitted in support were examined. The account is <input type="checkbox"/> approved. <input type="checkbox"/> disapproved.			
<input type="checkbox"/> As this is the final account, the personal representative is discharged in accordance with G.S. 28A-23-1.			
Date 12/17/07	Signature [Signature]		Assistant CSC <input type="checkbox"/> Clerk of Superior Court
AOC-E-506, Rev. 4/01 © 2001 Administrative Office of the Courts		Pg 1 of 2	

PART III. RECEIPTS

NOTES: 1. Rent from real property not willed to the estate goes to the heirs, and is not a receipt of the estate.

2. List Loans to the estate for the purpose of paying claims.

3. If a sale of personal property results in a gain over the value listed on the Inventory (AOC-E-505), list the gain as a receipt. If a sale results in a loss as compared to the value listed on the Inventory, report the loss on Side 1, Part I of this form.

4. Do not report, as a receipt, changes in value (when compared to the value listed in the Inventory) of items which have not been sold.

5. If any real property willed to the estate has been sold, report the entire proceeds as a receipt.

6. If any real property not willed to the estate has been sold in a special proceeding to create assets with which to pay claims of the estate, report as a receipt only that portion of the proceeds received from the Commissioners (the balance not needed to pay claims of the estate is distributed in the special proceeding).

DATE	RECEIVED FROM	DESCRIPTION	Amount or Value
1	EBCI	Per Capita	\$ 3,348.00
2		MCU	\$ 75.63
3		UCB	\$ 2,161.68
4			\$ 93.50
5			\$ -
6			\$ -
7		Michelle contributed towards debt	\$ 583.12
8			\$ -
9			\$ -
10			\$ -
			\$ -
Total from Attachment, If Any			\$ -
TOTAL PART III			\$ 6,261.93

PART IV. DISBURSEMENTS (Debts or Administrative Expenses)

NOTES: 1. Disbursements are expenditures of and for the estate, and do not include expenses regarding real property not willed to the estate.

2. List payments to creditors out of loans to the estate, or reimbursements by the estate to heirs who had directly paid creditors of the estate

Date	Paid or Disbursed To	Description	Amount or Value
1 07/10/07	Melton Riddle/Michelle George	Funeral	\$ 5,090.00
2 07/16/07	CTC - Michelle George	filing fee	\$ 50.00
3 07/17/07	CPO - Michelle George	stamps	\$ 16.40
4 07/17/07	EBCI - Michelle George	Notice to creditors	\$ 56.00
5 07/11/07	Melon Riddle - Michelle George	flowers	\$ 500.00
6 09/07/07	Swain county register of deeds	michel george - death certificate	\$ 30.00
7 07/16/07	Direct TV	bill	\$ 182.81
8 08/14/07	Verizon South	phone	\$ 94.17
9 10/17/07	Duke Energy	elec due	\$ 185.68
10 08/14/07	Direct TV	bal due	\$ 56.87
11			\$ -
Total from Attachment, If Any			\$ 6,261.93
TOTAL PART IV.			\$ -

PART V. DISTRIBUTIONS (Inheritance to Heirs)

CK #	Distributed to	Amount
1		\$ -
2		\$ -
3		\$ -
4 #		\$ -
5		\$ -
6 #		\$ -
7		\$ -
8 #		\$ -
9		\$ -
10 #		\$ -
11		\$ -
Total from Attachment, If Any		\$ -
TOTAL PART V.		\$ -

2007
CHEROKEE TRIBAL COURT
CHEROKEE, NC

LAST WILL AND TESTAMENT

JULY 7, 2007

2007 JUL 17 AM 10: 53

FILED

I, CHARLIE RAY GEORGE, BEING OF SOUND MIND, HEREBY APPOINT
CARMALEE MICHELLE GEORGE AS EXECUTOR OF MY ESTATE UPON THE
EVENT OF MY DEATH.

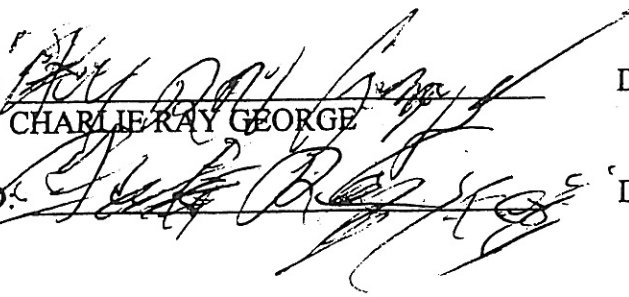
I ALSO REQUEST THE FOLLOWING TERMS BE ADHERED TO:

1) MY FUNERAL SERVICES ARE TO BE HELD AT MELTON-RIDDLE FUNERAL
HOME AND BURIAL WILL BE HELD AT THE GEORGE FAMILY CEMETERY
ON HOOT OWL COVE, CHEROKEE, NORTH CAROLINA. MY WISHES ARE
TO BE BURIED ADJACENT TO MY PARENTS, ABRAHAM AND ROSEMARY
GEORGE.

2) I FURTHER REQUEST THAT PROPERTY LOCATED AT 887 HOOT OWLE
COVE ROAD BE RETAINED AS A PRIMARY RESIDENCE TO MY WIFE,
CAROLINE ROGERS GEORGE, FOR A TERM NOT TO EXCEED THREE (3)
YEARS. AT THE END OF THIS TERM THE PROPERTY WILL BE
TRANSFERRED TO MY SON, TYLER RAY GEORGE.

THIS DOCUMENT PRECEEDS ANY WILL OR RECORDED DOCUMENTS
COMPOSED PRIOR TO THIS DATE.

SIGNED:


CHARLIE RAY GEORGE

DATE:

7-7-07

PRINTED:

DATE:

STATE OF NORTH CAROLINA

COUNTY OF Swain

I, Jacquelyn Bradley Yates A NOTARY PUBLIC FOR SAID
COUNTY AND STATE, DO HEREBY CERTIFY THAT CHARLIE RAY GEORGE
PERSONALLY APPEARED BEFORE ME THIS DATE AND ACKNOWLEDGE
EXECUTION OF THE FOREGOING

INSTRUMENT SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY,

July 7, 2007.

MY COMMISSION EXPIRES: 9-26-09

Jacquelyn Bradley Yates

Jacquelyn Bradley-Yates, Notary Public
Swain County, North Carolina
My Commission Expires 9/26/2009

Eastern Band Of Cherokee Indians

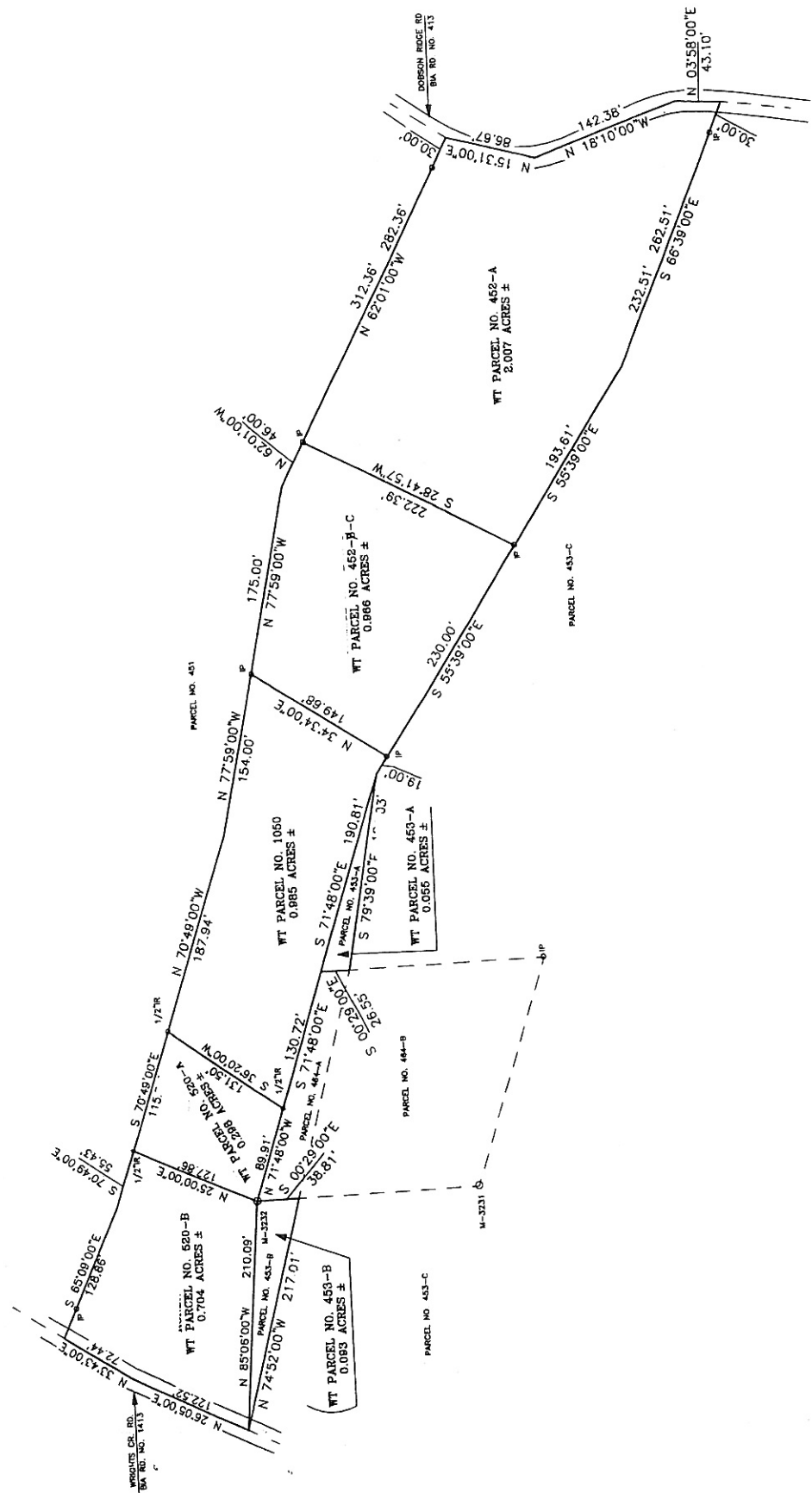
Descendant List - R03511 Charlie Ray George

Tuesday, May 26, 2009 2:06pm

Records: 3



Enr. No.	Full Name	Full Address-M	DOB	Death Date	Maternal	Paternal
R09188	Blankenship, Tyler	PO Box 897, Cherokee, NC 28719-0000	11/17/1988	N/A	R05069	R03511
R09838	Thomas, Hunter Trey	PO Box 3372, Cullowhee, NC 28723-0000	3/15/1990	N/A		R03511
R09894	George, Cierra Jade	6262 Soco Road, Maggie Valley, NC 28751-0000	10/21/1991	N/A		R03511



Cherokee Council House
Cherokee, North Carolina

Date

RESOLUTION NO. _____(2010)

WHEREAS, James Elliott Bradley, RR#0291 (Deceased December 4, 2003) did not leave a Last Will and Testament; and

WHEREAS, Melissa S. Bradley has qualified as the Administratrix of James Elliott Bradley's estate and it is her desire that James Elliott Bradley's legal heirs be recognized as the successors in interest to his possessory holding located in the Painttown Community.

NOW, THEREFORE, BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council Assembled, at which a quorum is present that the Tribal Council of the Eastern Band of Cherokee Indians does hereby assign James Elliott Bradley's Undivided Interest in **Painttown Community Parcel No. 708 (Part of Parcel No. 494), containing 0.644 acre, more or less**, to Linda Lou Tuska Kemp, RR#4346, William Elliot Bradley, RR#5458, and Sidney Rowena Bradley, RR#8498.

BE IT FINALLY RESOLVED that the Tribal Business Committee and Cherokee Agency Division of Real Estate Services are hereby authorized to carry out the intent of this resolution.

Submitted by: BIA, Cherokee Agency Division of Real Estate Serives, Cherokee, North Carolina

ADDRESSES

Linda Lou Tushka Kemp
P.O. Box 1303
Whittier, NC 28789

William Elliot Bradley
P.O. Box 153
Pigeon Forge, TN 37868

Sidney Rowena Bradley
P.O. Box ~~1676~~ 2258
Cherokee, NC 28719

EBG
CHEROKEE TRIBAL COURT
CHEROKEE, NC

2004 MAY 17 PM 1:27

FILED

EASTERN BAND OF CHEROKEE INDIANS
THE CHEROKEE COURT
CHEROKEE, NORTH CAROLINA

Estate File No. 04-33

uw
5/17/04
Realty

now: 11

IN THE MATTER OF THE ESTATE OF)

LETTERS)

JAMES ELLIOTT BRADLEY
Deceased)

Deceased - DECEMBER 4TH, 2003

TO WHOM THESE PRESENT SHALL COME – Greetings:

This court, in the exercise of its jurisdiction of the probate of wills, and administration of estates, on the dates hereinafter shown, adjudged legally sufficient the qualification in the above estate of the fiduciary named below and entered an order authorizing the issuance of Letters.

Name of Fiduciary:

Title of Fiduciary:

MELISSA S. BRADLEY
PO BOX 1676
CHEROKEE, N.C. 28719

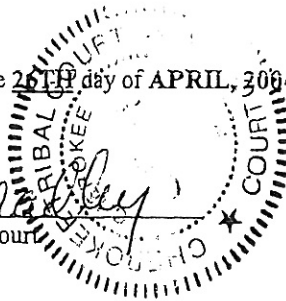
ADMINISTRATRIX

Date Estate Filed: APRIL 26TH, 2004

Said Fiduciary is FULLY AUTHORIZED to receive and administer all of the assets belonging to said estate, and these LETTERS are issued to attest to the authority and to certify that it is now in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of this Court, the 26TH day of APRIL, 2004.

Carol Bradley
Clerk of Court



HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT AND COMPLETE COPY OF THE INSTRUMENT HERewith SET OUT AS IT APPEARS ON RECORD IN THE COURT CLERK'S OFFICE OF THE CHEROKEE TRIBAL COURT, CHEROKEE, NC

BY MY HAND AND SEAL THIS 17th DAY

May 20 04

Carol Bradley
COURT CLERK

EASTERN BAND OF CHEROKEE INDIANS
THE CHEROKEE COURT
CHEROKEE, NORTH CAROLINA

2005 JUN 28 AM 11:12

EST. 04-33

FILED

IN RE:

Bradley, James Elliot

ORDER OF THE CLERK

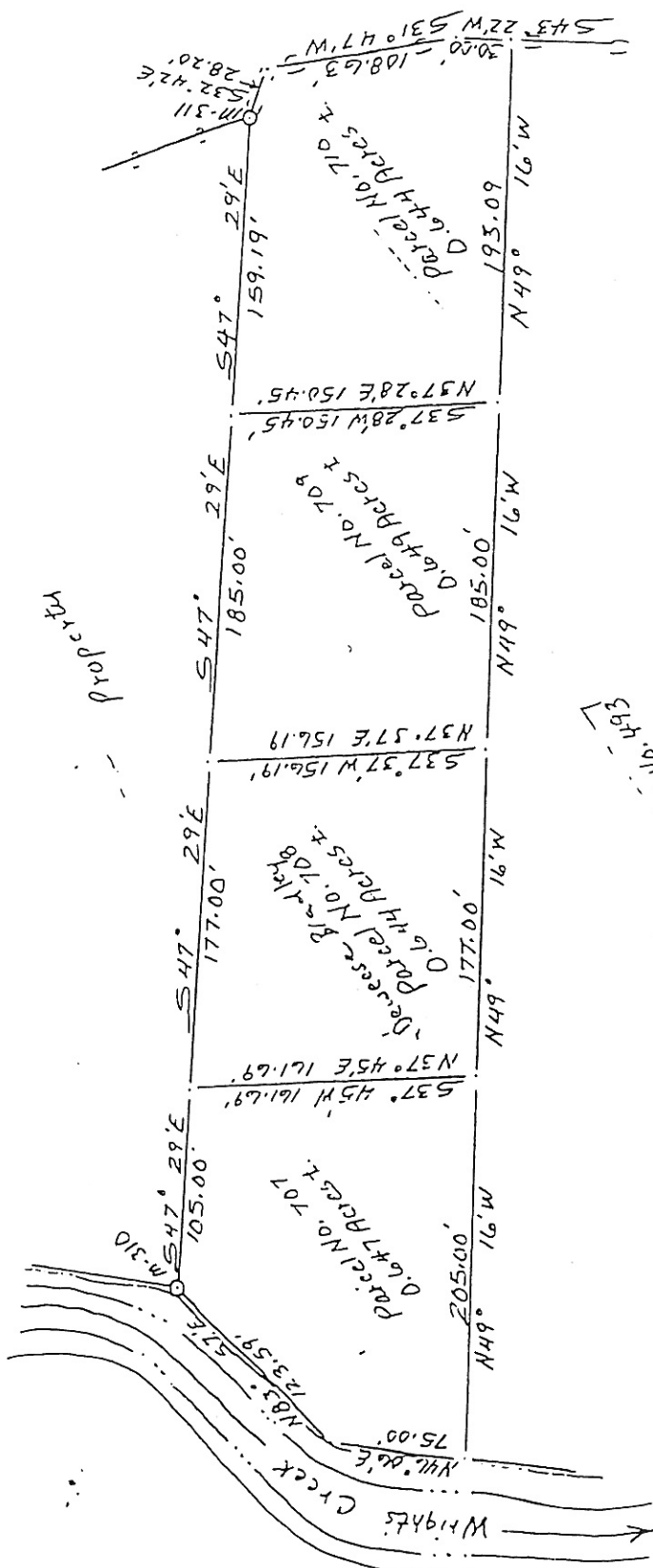
UPON REVIEW OF THE RECORD IT APPEARS THAT ALL FUNDS HAVE BEEN
SUCCESSFULLY RECEIVED INTO THIS ESTATE AND PROOF OF DISTRIBUTION HAS BEEN FILED,
RESOLVING THE REMAINING ISSUE OF DISTRIBUTION OF THE JUNE 2005 PER CAPITA FUNDS
FOR RESERVE PERIOD BEGINNING OCTOBER 1998 THROUGH SEPTEMBER 2005.

IT IS ORDERED TO TRANSFER THE ESTATE TO A CLOSED FILE STATUS.

THIS IS THE 28TH DAY OF JUNE 2005.



Marcelina R. Long
MARCELINA R. LONG, CLERK OF COURT



Division of Parcel No. 494
2-10-1924

Parcel No. 493

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

Date: September, 2010

RESOLUTION NO. _____ (2010)

WHEREAS, The EBCI Investment Committee has chosen BlackRock 1-3 Year Government Bond Index Fund B to be a Money Manager for certain investments of the Endowment #1 and the Minors Fund; and

WHEREAS, A Grantor Trust Agreement is required to invest in this Fund; and

WHEREAS, BlackRock's Grantor Trust Agreement requires a limited waiver of sovereign immunity; and

WHEREAS, This Grantor Trust Agreement would also cover any additional comingled trusts investments with Blackrock Institutional Trust Company that the Investment Committee selected; and

WHEREAS, The Tribe's practice is to submit limited waivers of sovereign immunity to Tribal Council for consideration and approval; and

WHEREAS, The BlackRock Grantor Trust Agreement has been reviewed by the Attorney General's Office; and

WHEREAS, The Investment Committee respectfully requests that Tribal Council grant this limited waiver of sovereign immunity.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians assembled, at which a quorum is present, that a limited waiver of sovereign immunity(attached) is granted between the EBCI and BlackRock Institutional Trust Company, N.A only with respect to the "EBCI Grantor Trust Agreement."

BE IT FINALLY RESOLVED that all resolutions that are inconsistent with this resolution are rescinded, and that this resolution shall become effective when ratified by the Principal Chief.

Submitted by the Investment Committee and Finance Office

Limited Waiver of Sovereign Immunity. The Tribe expressly and irrevocably waives its sovereign immunity, and any defenses based there on, **specifically for the limited purpose** of any action, suit or proceeding brought by BlackRock Institutional Trust Company, N.A. in the appropriate forum to enforce the Grantor Trust Agreement. The Tribe does not waive sovereign immunity as to, and BlackRock Institutional Trust Company, N.A. expressly disclaims and waives any right to take recourse for satisfaction against: (a) the Minors and Incompetents Fund established pursuant to Section 16C-6 of the Cherokee Code; (b) the Endowment and Investment Funds established pursuant to Section 16C-10 of the Cherokee Code; (c) debt service sinking funds; (d) Interim Distribution Fund; and (e) any Gaming Assets. Gaming Assets shall mean (i) all gaming machines, gaming tables, gaming seating, security and surveillance equipment, casino chips, signage, change banks, change bins, slot machine bases and other property used or to be used in the operation of the Harrah's-Cherokee Casino and/or any gaming related business (including, without limitation, lodging, retail, restaurant, resort, sports or entertainment facilities, food and beverage distribution operations and transportation services) on the Casino site or intended to be used on the Casino site, and (ii) revenues generated from the operation of the Casino and/or any gaming related business on the Casino site, in each case whether owned in the name of the Tribal Casino Gaming Enterprise or the Tribe, unless such gaming revenues have been properly distributed from the Tribal Casino Gaming Enterprise to the Tribe in accordance with the Tribal Casino Gaming Enterprise's governing documents and any financing agreements to which the Tribal Casino Gaming Enterprise and/or the Tribe are a party.

Cherokee Council House
Cherokee, North Carolina
Date: _____

Resolution # _____ (2010)

WHEREAS: Federal regulations governing the expenditure of funds appropriated for highway and bridge improvements or other road construction requires a Tribal Resolution placing each project for improvement on a Transportation Improvement Plan (TIP) and

WHEREAS: such Tribal Council action authorizes such expenditures for the purpose cited in the resolution, and

WHEREAS: a Five-Year TIP and priority list have been developed for Funding cycle FY 2011-2015 allowing approval of a number of projects over this period rather than requesting individual approval of each project.

NOW THEREFORE LET IT BE RESOLVED: by Tribal Council of the Eastern Band of Cherokee Indians in Annual Council assembled with a quorum present that a Five-Year TIP as described in the attached document be approved for the time period indicated.

BE IT FURTHER RESOLVED: project priorities related to this TIP may be adjusted without nullifying this authorization.

BE IT FURTHER RESOLVED: that the Cherokee Department of Transportation (CDOT) carry out the intent of this resolution.

Submitted by the Cherokee Department of Transportation (CDOT).

FY 2011-15 TTIP					
Project Name					
Route No(s)					
Length					
Roads mi / Bridges m					
Transportation Planning		FY2011 Funds \$75,000	FY2012 Funds \$75,000	FY2013 Funds \$75,000	FY2014 Funds \$75,000
Safety Projects -- Striping/Reflectors/Guardrail		\$25,000	\$25,000	\$25,000	\$25,000
US Hwy. 19 Project FHWA Earmark	CON	\$3,500,000	\$3,500,000		
IRR Maintenance Supplement 10% of total funding	PE CE CON	\$110,000	\$150,000	\$135,000	\$120,000
Big Cove Rd. (Stoney Curve) 1410 0.4	PE CE CON			\$150,000 \$50,000 \$1,500,000	\$1,500,000
Acquoni / Big Cove Rd (Saunooke Village) SR1368 / 1410 1.2	PE CE CON			\$250,000 \$50,000 \$500,000	\$50,000 \$2,500,000
Ambie Wolfe Rd Chipseal 602 0.3	PE CE CON				\$15,000 \$10,000 \$50,000
Jenkins Creek 457 0.8	PE CE CON	\$50,000 \$200,000			
John Crowe Hill rd / Sequoyah Trail Intersection 2355 / 2357 0.1	PE CE CON		\$75,000 \$30,000 \$350,000		
Sequoyah Trail 2357 0.8	PE CE CON		\$75,000	\$40,000 \$300,000	
Adams Creek Overlay 438 / 477 2.0 + 0.9 = 2.9	PE CE CON	\$10,000 \$20,000 \$225,000			
Lizzie Cucumber 681 0.5	PE CE CON		\$30,000	\$20,000 \$150,000	
Old #4 Rd (Middle Section) 1236 2.1	PE CE CON		\$100,000	\$100,000 \$1,500,000	\$1,000,000
Yellow Hill (Peavine) Construction Phase 1 423 1.9	PE CE CON	\$50,000 \$200,000			
Sim Taylor Road Overlay 474 0.7	PE CE CON	\$10,000 \$15,000 \$75,000			
Blue Wing Road (shift, overlay, guardrail) 429 0.7	PE CE CON		\$75,000	\$25,000 \$200,000	
Booger (Thompson) Road Overlay 459 0.3	PE CE CON	\$25,000 \$100,000			
Long Branch Road Reconstruction 422 1	PE CE CON		\$100,000	\$50,000 \$350,000	
Teeleski Road Reconstruction 480 0.5	PE CE CON		\$30,000	\$20,000 \$100,000	
Wagon Hill Gap Road Re-Construction 470 0.8	PE CE CON		\$100,000	\$15,000 \$250,000	\$15,000 \$450,000
Lucy Long Road Design & Construct 461 0.3	PE CE CON			\$30,000 \$3,600 \$30,000	
Indian Creek Road Design & Construct 457 0.7	PE CE CON			\$50,000 \$20,000	\$750,000
Blue Wing Church Road Phase 1 419 0.7	PE CE CON			\$100,000	\$50,000 \$350,000

S277	CE	\$25,000				
10.3m	CON	\$175,000				
Henry Bradley (Mark Bigmeat Road) Bridge						
S258	PE					
32 ft	CE	\$15,000				
	CON	\$356,000				
Straight Fork Bridge						
S252	PE	\$75,000				
75ft	CE	\$75,000				
	CON		\$1,500,000			
Steve Watly Bridge						
S248	PE			\$50,000		
95 ft	CE			\$50,000		
	CON				\$300,000	
Sarah Jones Bridge						
S261	PE	\$155,000				
9 ft	CE	\$15,000				
	CON		\$500,000			
Straight Fork Bridge						
S252	PE	\$250,000				
26.8m	CE		\$100,000			
	CON		\$1,500,000			
Lee Bird Bridge						
TBL 4322	PE	\$75,000				
60ft	CE	\$75,000				
	CON		\$250,000			
Bridge Totals		\$2,161,000	\$3,375,000	\$3,350,000	\$100,000	\$300,000
Totals by Year		\$7,151,000	\$8,845,000	\$9,514,600	\$6,421,000	\$5,671,800

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

(DATE)

Resolution No. _____ (2010)

WHEREAS, The Cherokee Boys Club, Inc. is a subsidiary of the Eastern Band of Cherokee Indians; and

WHEREAS, The Club Bylaws provide for the election of six members and the appointment of two members to the Club's Board of Directors every two years; and

WHEREAS, Club Bylaws require that the Board of Directors be approved by Tribal Council; and

WHEREAS, The Election was held on August 26-27, 2010 in accordance with Club Bylaws and Election Rules, and the following were elected:

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

WHEREAS, The six elected, in accordance with Club Bylaws, appointed two additional members:

- | | |
|----|----|
| 1. | 2. |
|----|----|

NOW, THEREFORE BE IT RESOLVED by the Eastern Band of Cherokee Indians in Annual Council assembled, at which a quorum is present, that the six persons elected and the two persons appointed are hereby approved to serve a two-year term on the Cherokee Boys Club Board of Directors.

Submitted by: General Manager of Cherokee Boys Club, Inc.

Amendments:

Insert the following Names:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

- 1.
- 2.

(Date)

RESOLUTION NO. _____ (2010)

WHEREAS, the advancements in technology have created various opportunities for the exploitation of children and one current method is sexting.

WHEREAS, the National Center for Missing and Exploited Children (NCMEC) defines sexting as “the sending or receiving of sexually-suggestive messages or pictures via one’s cell phone, web cam or other electronic means”

WHEREAS, the word “sexting” is often defined as “the act of text messaging someone in the hopes of having a sexual encounter with them later; initially casual, transitioning into highly suggestive and even sexually explicit.

WHEREAS, national statistics reflect that one in five teens (13-19) years of age have sent/posted nude or semi-nude pictures or videos of themselves.

WHEREAS, national statistics reflect that 21% of teen girls and 39% of teen boys sent photos in hopes of dating or “hooking up” with the person receiving the photos.

WHEREAS, national statistics reflect that 33% of boys admit to having looked at nude or semi-nude images – originally meant for someone else.

WHEREAS, national statistics reflect that 51% of girls say they have felt pressure from a guy to send nude photos.

WHEREAS, sexting occurs between underage children and can often involve adults who are attempting to exploit underage children.

WHEREAS, the Federal statute 18 USC 2256 defines child pornography as “any visual depiction” of a minor “engaging in sexually explicit conduct.” Those caught possessing or receiving child pornography may be sentenced to up to five years in prison, while those convicted of distributing child pornography – of sending sexually explicit text messages, for example – face up to 15 years in federal prison.

WHEREAS, North Carolina, GS 14-190.1 makes it illegal to intentionally disseminate obscenity, which is defined as any material depicting sexual conduct in a patently offensive way. In some circumstances,

sexting could also constitute first degree sexual exploitation of a minor under GS 14-190.16. This is a Class D felony, punishable by up to 12 years in prison.

WHEREAS, the Qualla Boundary is experiencing issues regarding sexting that involves underage children and adults.

WHEREAS, the EBCI Juvenile Services considers sexting a serious ongoing problem on the Qualla Boundary.

WHEREAS, the Cherokee Police Department Child Victim Unit reported 8 cases involving adults and children within the last year.

WHEREAS, the EBCI Tribal code does not define sexting or have laws to protect children from this type of exploitation.

NOW THEREFORE BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council assembled, at which a quorum is present, the Cherokee Child Protection Team requests that Tribal Council create a section in the Tribal Code that defines and addresses "sexting". This section shall include laws specific to situations involving persons 18 years of age and under and laws specific to situations involving an adult and a person/s under the age of 18.

BE IT FURTHER RESOLVED the Cherokee Child Protection Team requests that the Team be included in the process of creating these laws.

BE IT FURTHER RESOLVED this resolution shall become effective upon ratification by the Principal Chief.

Submitted by: The Cherokee Child Protection Team

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

DATE

RESOLUTION NO. _____ (2010)

WHEREAS, Cherokee Code Section 16A-3(b) authorizes the Principal Chief to appoint members to the Board of Advisors of the Tribal Casino Gaming Enterprise, subject to the approval of Tribal Council; and

WHEREAS, all five of the current Board of Advisor positions have expired, are set to expire on September 30, 2010 or will become vacant due to resignation; and

WHEREAS, the provisions of Chapter 16A require that the terms of service for the Board of Advisors be staggered to ensure that experienced individuals serve on the Board at all times; and

WHEREAS, it is necessary to either reappoint current members or nominate new individuals to serve on the Board and to set out their term expiration dates in order to comply with Chapter 16A; and

WHEREAS, the following individuals possess the necessary qualifications and abilities to significantly contribute to the functions of the Board of Advisors:

- 1.
- 2.
- 3.
- 4.
- 5.

NOW, THEREFORE BE IT RESOLVED by the Cherokee Tribal Council in Council assembled, at which a quorum is present, that the Tribal Council hereby approves the following appointments to the Board of Advisors of the Tribal Casino Gaming Enterprise:

1.

2.

3.

4.

5.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief.

Submitted by: Office of the Principal Chief

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

DATE

RESOLUTION NO. _____ (2010)

WHEREAS, Cherokee Code Section 16-2.01(b) authorizes the Principal Chief to appoint members to the Tribal Gaming Commission, subject to the approval of Tribal Council; and

WHEREAS, the terms of all three Commissioners have expired; and

WHEREAS, the provisions of Chapter 16 require that the terms of service for the Commissioners be staggered to ensure that experienced individuals serve on the Commission at all times; and

WHEREAS, it is necessary to either reappoint current members or nominate new individuals to serve on the Commission and to set out their term expiration dates in order to comply with Chapter 16; and

WHEREAS, the following individuals possess the necessary qualifications and abilities to significantly contribute to the functions of the Commission:

- 1.
- 2.
- 3.

NOW, THEREFORE BE IT RESOLVED by the Cherokee Tribal Council in Council assembled, at which a quorum is present, that the Tribal Council hereby approves the following appointments to the Tribal Gaming Commission:

- 1.
- 2.
- 3.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief.

Submitted by: Office of the Principal Chief

**CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA**

Date: August ____, 2010

RESOLUTION NO. ____ (2010)

WHEREAS, Resolution 418 (2008) authorized the formation of Sequoyah National Golf Club LLC subject to the Operating Agreement; and

WHEREAS, Section 10.9 of the Operating Agreement states “The sale of Alcohol by the Company will be prohibited until such time as permitted by Tribal Law”; and

WHEREAS, The sale of beer and wine at the Golf Course would provide continuity to the experience of golfers coming from Harrah’s Cherokee Casino where alcohol is also sold as well as enhance the Course’s revenue;

WHEREAS, Sequoyah National Golf Club LLC would like to amend the Operating Agreement by deleting Section 10.9;

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians assembled, at which a quorum is present, that Section 10.9 of the Operating Agreement of Sequoyah National Golf Club LLC is hereby removed.

BE IT FINALLY RESOLVED that all resolutions that are inconsistent with this resolution are rescinded, and that this resolution shall become effective when ratified by the Principal Chief.

Submitted by the Managers of Sequoyah National Golf Club LLC



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Cherokee Agency
Cherokee, North Carolina 28719

IN REPLY REFER TO:

Michell Hicks, Principal Chief
Eastern Band of Cherokee Indians
P.O. Box 455
88 Council House Loop Cherokee, NC 28719

Dear Chief Hicks:

Attached is signed Tribal Council Resolution No. 418 July 3, 2008 Should you have any questions regarding this matter please contact me at (828) 497-9131 extension 227.

Sincerely,

Superintendent

PASSED

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

JUL 08 2008

DATE

RESOLUTION NO. 418 (2008)

WHEREAS, Resolution 536 (2006) was passed by Tribal Council, which authorized the Tribe to contract with NB3 consulting, LLC, Landscapes Unlimited, LLC and Robert Trent Jones II, for the design construction and completion of a tribally owned golf course; and

WHEREAS, said resolution also authorizes the Tribe to identify funding necessary for the successful completion of the golf course; and

WHEREAS, the Tribe plans to form the Sequoyah National Golf Club LLC (LLC), with the Tribe being the single member of said limited liability company subject to the attached Operating Agreement; and

WHEREAS, the Principal Chief will appoint the following interim Board of Directors of the LLC, with the approval of Tribal Council, to serve without compensation, until completion of the golf course construction:

Non-voting Members of the Board of the Directors:

Representative of the EBCI Finance Division
Representative of EBCI Legal Office

Voting Members of the Board of the Directors:

Lynne Harlan
Robert "Birdie" Saunooke
John Houser
Charlie Myers
Sean Ross

WHEREAS, the project is progressing ahead of schedule, and to prevent any interruption of construction, the LLC will need the Tribe to guarantee bridge loan financing in the amount not to exceed \$3,000,000; and

WHEREAS, the Tribe will guarantee a loan agreement in the name of the LLC, in the amount of \$9.5 million for the repayment of the bridge loan and completion of the golf course, with any remainder of the loan to be used for operational expenses; and

NOW, THEREFORE BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council assembled, at which a quorum is present, the Tribal Council hereby authorizes the formation of the Sequoyah National Golf Club LLC subject to the attached Operating Agreement.

BE IT FURTHER RESOLVED that Tribal Council authorizes the appointments named above to the LLC interim Board of Directors.

BE IT FURTHER RESOLVED that Tribal Council authorizes the Tribe to guarantee a bridge loan in the name of the LLC in an amount up to \$3,000,000 and a permanent loan in the name of the LLC in the amount of \$9,500,000. The permanent loan will repay the full amount of the bridge loan and complete construction of the golf course, with any remainder of the loan to be used for operational expenses.

BE IT FURTHER RESOLVED that the Tribal Business Committee is authorized to execute all necessary documents regarding the aforementioned loans and to approve the transfer of the golf course property to the LLC.

BE IT FURTHER RESOLVED that the limited waiver of sovereign immunity attached to this resolution is approved for the guarantee for the bridge and permanent loan.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief.

Submitted by: Office of the Attorney General, on behalf of Larry Blythe, Vice-Chief

LIMITED WAIVER OF SOVEREIGN IMMUNITY

SOVEREIGN IMMUNITY. Pursuant to the authority of the Tribal Council of the Eastern Band of Cherokee Indians, the sovereign immunity of the Eastern Band of Cherokee Indians is hereby expressly waived, but only to the extent of the obligations of the maker as contained in the Note and subject to the following limitations. The Tribe does not waive sovereign immunity as to, and the Lender expressly disclaims and waives any right to take recourse for satisfaction of the Note against: (a) the Minors and Incompetents Fund established pursuant to Section 16C-6 of the Cherokee Code; (b) the Endowment and Investment Funds established pursuant to Section 16C-10 of the Cherokee Code; (c) the Debt Service Sinking Fund established pursuant to Section 16C-14 of the Cherokee Code; and (d) any Gaming Assets. Gaming Assets shall mean (i) all gaming machines, gaming tables, gaming seating, security and surveillance equipment, casino chips, signage, change banks, change bins, slot machine bases and other property used or to be used in the operation of the Harrah's-Cherokee Casino and/or any gaming related business (including, without limitation, lodging, retail, restaurant, resort, sports or entertainment facilities, food and beverage distribution operations and transportation services) on the Casino site or intended to be used on the Casino site, and (ii) revenues generated from the operation of the Casino and/or any gaming related business on the Casino site, in each case whether owned in the name of the Tribal Casino Gaming Enterprise or of the Tribe, unless such gaming revenues have been properly distributed from the Tribal Casino Gaming Enterprise to the Tribe in accordance with the Tribal Casino Gaming Enterprise's governing documents and any financing agreements to which the Tribal Casino Gaming Enterprise and/or the Tribe are a party.

OPERATING AGREEMENT
OF
SEQUOYAH NATIONAL GOLF CLUB LLC

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Section 10.4.	<u>Remedies Cumulative</u>	10
Section 10.5.	<u>No Waiver</u>	10
Section 10.6.	<u>Integration</u>	10
Section 10.7.	<u>Counterparts</u>	10
Section 10.8.	<u>Applicable Law</u>	10
Section 10.9	<u>Alcohol</u>	10

OPERATING AGREEMENT
OF
SEQUOYAH NATIONAL GOLF CLUB LLC

THIS OPERATING AGREEMENT, made and entered into as of the ____ day of July, 2008 by and between the EASTERN BAND OF CHEROKEE INDIANS, as the sole member of SEQUOYAH NATIONAL GOLF CLUB LLC, a North Carolina limited liability company (the "Company") and the Company.

WITNESSETH:

WHEREAS, the parties hereto desire to form a limited liability company in accordance with the laws of the State of North Carolina for the purposes hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which hereby are acknowledged, the parties hereto do agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms shall have the following meanings:

- (a) "Act" shall refer to the North Carolina Limited Liability Company Act, as codified in Chapter 57C of the General Statutes of North Carolina, as such Act may be amended from time to time.
- (b) "Agreement" or "Operating Agreement" means this agreement, as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder," refer to this Agreement as a whole, unless the context otherwise requires.
- (c) "Capital Reserve" shall include expenditures for equipment and for the golf course.
- (d) "Code" means the Internal Revenue Code of 1986, as amended from time to time (or a corresponding provisions of succeeding law).
- (e) "Company" means the limited liability company formed pursuant to this Agreement.

Harlan, Robert "Birdie" Saunooke, John Houser, (

Myers and Sean Ross. These five managers shall be the voting managers and maybe referred to as the voting Director(s) and shall be replaced under the terms of this Agreement. The voting Directors shall consist of a Chairperson and a Secretary. The number of Managers shall be five. A representative of the EBCI Legal Office and the EBCI Finance Division shall be referred to as the nonvoting Director(s) and shall be replaced under the terms of this Agreement. The voting Directors and the nonvoting Directors may be referred to as the Board of Directors. The Board of Directors shall be an interim Board of Directors and shall serve without compensation. The interim Board shall serve until such time as they are replaced by the permanent Board. Members of the permanent Board will be nominated by the Principal Chief of the EBCI and shall be approved by the Tribal Council of the EBCI.

(g) "Member" shall mean The Eastern Band of Cherokee Indians (EBCI) whose address is PO Box 455, Cherokee, NC 28719.

(h) "Membership Interest" shall mean the interest of the Member in the Company.

(i) "Person" shall mean an individual, partnership, corporation, trust, unincorporated organization, association or joint venture.

Section 1.2. Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(b) The captions and headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision or Section of this Agreement.

(c) All references herein to particular articles or sections are references to Articles or Sections in this Agreement unless some other reference is established.

ARTICLE II GENERAL PROVISIONS

Section 2.1. Formation of Company. Pursuant to the provisions of the Act the parties hereto hereby do form a limited liability company and adopt this Agreement as the Operating Agreement for the Company.

Section 2.2 Withdrawal; Admission. Upon the date of this Agreement as set forth above, the organizer shall withdraw from the Company, and simultaneously therewith, the Member shall be admitted to the Company hereof, all without any further act or instrument. In connection with the withdrawal of the Organizer from the Company, the Organizer relinquishes all rights as a member and manager. The undersigned acknowledge and agree that the Organizer's resignation and

relinquishment described above shall be effective prior to the acquisition by the Company of any assets or the conduct of any business or affairs.

Section 2.3. Name. The Company shall be known as SEQUOYAH NATIONAL GOLF CLUB LLC, and all business of this Company shall be conducted under the firm name of SEQUOYAH NATIONAL GOLF CLUB LLC.

Section 2.4. Place of Business of the Company. The principal office of the Company shall be maintained at and the address of the Company shall be PO Box 336, Cherokee, North Carolina 28719. The Company may have offices at such other places, either within or without the State of North Carolina, as the Member from time to time may determine, or as the affairs of the Company reasonably may require.

Section 2.5. Registered Office and Agent. The address of the registered office of the Company is the EBCI, Office of the Attorney General, 561 Sequoyah Trail, Cherokee, NC 28719 and the name of the registered agent at such address is Annette Tarnawsky.

Section 2.6. Purpose. The purpose of the Company is to acquire, own, manage, operate and to do all activities necessary or incidental to the operation of a golf course, and consistent therewith to engage in any activities as are incident thereto.

Section 2.7. Term of the Company. The Company shall commence as of the date of this Agreement and shall continue until December 31, 2060 unless extended by agreement of the Member and the Company.

ARTICLE III COMPANY CAPITAL AND CONTRIBUTIONS

Section 3.1. Capital Contribution. The initial capital of the Company shall consist of contributions of real property and capital in the total amount of Seven Million Dollars (\$7,000,000.00) contributed by the Member.

Section 3.2. Interest on Capital. The Member shall not be entitled to receive any interest on the capital contribution by such Member to the Company.

Section 3.3. Withdrawal of Capital Contribution. Subject to the limitations of the Act, the Member shall be entitled to withdraw any part of such Member's capital or to receive any distributions of cash or property at such times as are determined by the Member.

ARTICLE IV MANAGEMENT

Section 4.1 Management of the Company. The management of the business and affairs of the Company shall be vested in the Manager who hereby consents to being designated as the Manager of the Company. The Manager shall have all power and authority conferred by law appropriate to the management of the Company business which, by way of illustration and not by way of limitation, shall include each power set forth in Section 57C-2-02 of the Act.

Section 4.2 Restrictions on Manager. Without the prior written consent or approval of the Member, the Manager shall have no authority to:

- (a) Do any act in contravention of this Agreement or which would make impossible carrying on the ordinary business of the Company;
- (b) Confess a judgment against the Company in connection with any threatened or pending legal action;
- (c) Possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose;
- (d) Admit a person as a Member;
- (e) Employ or permit the employment of funds or assets of the Company in any manner except for the exclusive benefit of the Company;
- (f) Commingle the Company funds with those of any other Person;
- (g) Alter the purpose of the Company as set forth in Section 2.6;
- (h) Incur any Debt; other than the Manager may execute the promissory note for a bridge loan in the amount of a Three Million Dollars (\$3,000,000.00) in which First Citizens Bank is the promisee of the promissory note and the Manager may execute the promissory note and the deed of trust for a permanent loan in the amount of Nine Million Five Hundred Thousand Dollars (\$9,500,000.00), in which First Citizens Bank is the promisee of the promissory note, which will be used to repay the full amount of the bridge loan and complete the construction of the golf course, with any remainder of the permanent loan to be used for operational expenses; or create, assume or permit to exist any mortgage, pledge, security interest, encumbrance, lien or charge of any kind upon any of the assets of the Company except as otherwise provided in the this Section 4.2(h);
- (i) Cause the Company to guarantee, assume, endorse or otherwise become obligated on any Debt, except as provided in Section 4.2(h), indebtedness or any other obligation of any other Person other than the endorsement of negotiable instruments in the ordinary course of business; or,
- (j) Enter into any transaction of merger or consolidation or any agreement to transfer, sell, assign, lease or otherwise dispose of all, or substantially all, of the assets of the Company.

Section 4.3 Dealings with an Affiliate. Without the prior written consent of the Member, no Manager, nor any Affiliate of a Manager, shall deal with the Company as an independent contractor, agent or otherwise. In the event a Manager or any Affiliate of a Manager should have dealings with the Company without the written consent of the Member, such Manager shall be

required to remit to the Company upon the demand of any Member all profit, compensation, commission and other income derived from such dealings.

Section 4.4 Dealings Outside the Company. During the existence of this Company, the Manager shall devote such time and effort to the Company business as may be necessary to promote adequately the interest of the Company and the mutual interest of the Member. It specifically is understood and agreed, however, that the Manager shall not be required to devote full time to the Company business and, at any time and from time to time, may engage in and possess an interest in other business ventures of any and every type and description, independently or with others, including, without limitation, the ownership, development, operation and management of other similar non-competitive ventures and the practice of any trade or profession, and neither the Company nor any Member shall have by virtue of this Agreement any right, title or interest in or to such independent ventures of any Manager or Member.

Section 4.5 Limitation of Liability. The Manager of the Company shall not be liable to the Company or its Member for monetary damages for any act or omission, except as provided in the Act, for (i) acts or omissions which the Manager knew at the time of the acts or omissions were clearly in conflict with the interests of the Company, (ii) any transaction from which the Manager derived an improper personal benefit, or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the Act is amended to authorize action further eliminating or limiting the liability of Manager, then the liability of a Manager of the Company shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Section 4.5 shall not adversely affect the right or protection of a Manager existing at the time of such repeal or modification. For purposes of Sections 4.5 and 4.5 the term Manager shall also mean nonvoting Director.

Section 4.6 Indemnification. The Manager shall be indemnified by the Company in respect of payments made and personal liabilities reasonably incurred by the Manager or the Member in the authorized conduct of the business of the Company or for the preservation of the business or assets of the Company. In addition, the Company shall indemnify any Manager or the Member who is wholly successful on the merits or otherwise in the defense of any proceeding to which such Manager or the Member is a party because such Manager is or was a Manager of the Company from all reasonable expenses incurred by the Manager or the Member in connection with the proceeding. Further, if approved by the Member, the Member or Manager shall be indemnified for all judgments, settlements, penalties, fines or expenses incurred by a Manager or the Member in a proceeding to which the Manager or the Member is a party. For such purposes, the words "expenses", "proceeding", and "party" shall have the meaning set forth in Section 55C-8-50 of the North Carolina Business Corporation Act.

Section 4.7 Delegation by Manager. The Manager may not delegate all or any part of his or her authority or control to any other Person.

Section 4.8 Replacement of the Manager. A Manager shall serve as such, until such Manager's resignation, death, adjudication of incompetency or the occurrence of any event described in Section 57C-3-02(3) of the Act with respect to the Manager.

Notwithstanding the first sentence the Member may remove any Manager with or without cause at anytime in its sole discretion. The Member may also remove a Manager by amending this Agreement. The Principal Chief will nominate a replacement for the vacancy of a Manager subject to the approval of the Tribal Council. A nonvoting Director shall be removed by the Member at anytime with or without cause or by amending this Agreement.

Section 4.9 Meetings. The Managers shall meet at least once a month. Three voting Managers must be present of which the majority prevails. The Secretary shall take minutes of each meeting and there also shall be an audio recording of each meeting.

ARTICLE V PROFITS AND LOSSES

Section 5.1. Percentage of Membership. The interest of the Member in the Company shall be 100%.

ARTICLE VI DISTRIBUTIONS TO MEMBERS

Section 6.1. Distributions from Operations. Distributions of cash from operations and property shall be made to the Member as follows: (A) The budget for the Company's fiscal year shall contain provisions for a capital reserve (defined as 1.5% of gross revenue for the first year and 3% of gross revenue for subsequent years) and for working capital (defined as 10% of gross revenue) for that year; (B) A clubhouse fund shall be established and funded by any cash in excess of that amount budgeted for the capital reserve and the working capital until the fund reaches \$3 million; (C) After the clubhouse is fully funded, any cash in excess of that amount budgeted for the capital reserve and for working capital shall be distributed to the Member; (D) Distributions to the Member shall be directed as defined by Tribal Council through the Tribe's budgeting process.

Section 6.2. Distributions upon Liquidation. Upon liquidation of the Company, distributions shall be made in accordance with the provisions of Section 9.4 below.

ARTICLE VII BOOKS, RECORDS AND REPORTS

Section 7.1. Books, Records, and Reports. The books and records of the Company; the Articles of Organization and this Agreement, and all amendments thereto; a current ledger of Company accounts with a record of all changes therein; copies of any appraisals of Company property; and, all other information required by Section 57C-3-04 of the Act shall be maintained at the principal office of the Company or at such other place as the Member may determine.

Section 7.2. Financial Statements and Reports. Within seventy-five (75) days after the end of each calendar year of the Company, the Manager shall cause the Company to prepare properly and timely file any required federal, state and local income or other tax returns for the Company for the preceding taxable year. The Manager shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

In addition to the foregoing, the Company shall prepare financial statement quarterly to be completed within twenty (25) days after the end of each quarter, including a balance sheet, income statement, and statement of cash flow, in accordance with generally accepted accounting principles. These quarterly financial statements shall be given to the Financial Operations Director. The Company will also provide an annual budget to the Financial Operations Director. If requested by the Member, such statement shall be accompanied by a report on such financial statements from an independent certified public accounting firm which states that such financial statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis and set forth accurately the financial position and results of operations for the Company as of the dates and for the periods covered thereby. Copies of such statements shall be maintained at the principal office of the Company.

The Manager, at Company expense, also shall cause to be prepared and timely filed, with appropriate state regulatory and administrative bodies, all reports required to be filed with such entities under the current applicable laws, rules and regulations. Such reports shall be prepared on an accounting or reporting basis required by such regulatory bodies.

ARTICLE VIII TRANSFERABILITY OF MEMBERSHIP INTEREST AND ADMISSION OF MEMBERS

Section 8.1. Transferability of Membership Interest. The term "transfer" when used in this Agreement with respect to the Membership Interest of the Member includes a sale, assignment, gift, pledge, exchange or other disposition, including the creation of a security interest.

The Member may transfer voluntarily during the Member's existence all or any part of the Membership Interest of the Member to any Person.

Section 8.2. Admission of Transferee as Substitute Member. A transferee of the entire Membership Interest shall be admitted as a Member of the Company upon furnishing to the Company the written consent or approval of the Member, and of the transferee, in any manner prescribed by Section 57C-5-04 of the Act; and

A transferee of less than the entire Membership Interest shall be admitted upon such terms and conditions as shall be satisfactory to both the Member and the transferee, including an amendment of the Articles of Organization and this Agreement.

Section 8.3. Admission of New Members. New members to the Company may only be admitted with the consent or approval of the Member, upon compliance with all terms specified by the Member and the Company.

ARTICLE IX DISSOLUTION AND TERMINATION

Section 9.1. Withdrawal. The Member may at any time without penalty voluntarily withdraw from the Company.

Section 9.2. Dissolution.

(a) The Company shall be dissolved upon the first of the following to occur:

(i) When the period fixed for the duration of the Company in the Articles of Organization for the Company shall expire;

(ii) Upon the consent to dissolve the Company by the Member;

(iii) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act.

(b) Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up, and the assets of the Company shall be liquidated under this Article IX.

(c) Dissolution of the Company shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, all liabilities of the Company have been paid or otherwise provided for and the assets of the Company have been distributed as provided in Section 9.4.

(d) Upon dissolution of the Company, the Manager may cause any part or all of the assets of the Company to be sold in such manner as the Manager shall determine in an effort to obtain the best prices for such assets; provided, however, that the Managers may distribute assets of the Company in kind.

Section 9.3. Articles of Dissolution. Upon the dissolution and commencement of the winding up of the Company, the Manager shall cause Articles of Dissolution to be executed on behalf of the Company and filed with the office of the Secretary of State, Raleigh, North Carolina. The Manager further shall execute, acknowledge and file any and all other instruments necessary or appropriate to effect the dissolution of the Company.

Section 9.4. Liquidating Distributions. Upon the winding up of the Company, the assets shall be distributed in the following order:

(a) To creditors, including the Member, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company;

(b) To the Member whose claim as a creditor is not satisfied by distributions pursuant to the preceding Section; and,

(c) To the Member.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any and all notices, elections, offers, acceptances and demands permitted or required to be made under this Agreement shall be in writing, signed by the Member giving such notice, election, offer, acceptance or demand, and shall be delivered personally, or sent by registered or certified mail, return receipt requested, to the Member at the address or addresses set forth in Section 1.1(f) hereof or at such other address as hereafter may be supplied to the Company by notice pursuant to the requirements hereof. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election, offer, acceptance or demand. Notice to the Company shall be effected by notice to the Member.

Section 10.2. Successors and Assigns: This Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, heirs, successors and assigns, and each party hereto agrees to execute any instruments which may be necessary or appropriate to carry out and execute the purposes and intentions of this Agreement and hereby authorizes and directs such Person's respective successors, legal representatives, heirs and assigns to execute any and all such instruments. Each and every successor to any party hereto, whether such successor acquires such successor's interest by way of

gift, purchase, foreclosure or any other method shall hold such interest subject to all of the terms and conditions of this Agreement.

Section 10.3. Amendment. No change, modification or amendment of this Agreement shall be valid or binding upon the Member or Company unless such change or modification shall be in writing and signed by the Member and the Company.

Section 10.4. Remedies Cumulative. The remedies of the Member under this Agreement are cumulative and shall not exclude any other remedies to which the Member may be entitled.

Section 10.5. No Waiver. The failure of the Member to insist upon strict performance of a covenant hereunder or any obligation hereunder shall not be a waiver of the right of the Member to demand strict compliance therewith in the future.

Section 10.6. Integration. This Agreement constitutes the full and complete agreement of the parties hereto.

Section 10.7. Counterparts. This Agreement may be executed in multiple copies, each of which for all purposes shall constitute one agreement, binding on the Member and Company.

Section 10.8. Applicable Law. This Agreement has been fully executed and shall be performed within the EBCI, and the parties hereto agree, notwithstanding the principles of conflicts of laws, that the internal laws of the Cherokee Code shall govern and control the validity, interpretation, performance and enforcement of this Agreement. The parties further agree that any action relating to this Agreement shall be instituted and prosecuted in the Tribal Court, and each party hereto hereby consents to the jurisdiction of such Courts and waives any right or defense relating to such jurisdiction and venue.

Section 10.9 Alcohol. The sale of Alcohol by the Company will be prohibited until such time as permitted by Tribal law.

IN TESTIMONY WHEREOF, the parties sign this agreement effective the day and year first above written.

MEMBER:

EASTERN BAND OF CHEROKEE INDIANS

By: _____

Name:

Title:

COMPANY:

SEQUOYAH NATIONAL GOLF CLUB LLC

By: _____

Name:

Title: Manager

ORGANIZER:

Annette E. Tarnawsky

The attached Resolution/Ordinance No. 418 dated July 3, 2008 was:


PASSED (X)

KILLED ()

and ratified in open Council on July 3, 2008 by 76 voting for the act
and 24 members voting against it as follows:

VOTE	FOR	AGAINST	ABSTAIN	ABSENT	TABLE
Stephen Watty	X				
Perry Shell	X				
Jim Owle	X				
Mike Parker	X				
David Wolfe	X				
Alan Ensley	X				
Butch Goings		X			
Angie Kephart	X				
Abe Wachacha	X				
Susan Toineeta		X			
Marie Junaluska	X				
Immye Saunooke	X				
TOTAL	76	24	0	0	0



TRIBAL COUNCIL CHAIRMAN

CLERK

PRINCIPAL CHIEF

APPROVED (☒)

VETOED ()

VETO UPHELD () VETO DENIED ()

DATE: 7-11-08

I hereby certify that the foregoing act of the Council was duly:

PASSED ()

KILLED ()

and ratified by Council Chairperson, Clerk, and Principal Chief of the Eastern Band of Cherokee Indians.

In testimony, whereof, I have hereunto set my hand and affixed the seal of the said Band of Indians. Superintendent, Cherokee Indian Agency.



CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

(DATE)

RESOLUTION NO. _____ (2010)

- WHEREAS, the objective of The Museum of the Cherokee Indian is “To preserve and perpetuate the history, culture, and stories of the Cherokee”; and
- WHEREAS, through the years the Museum has evolved and is a well-respected and much-visited attraction on the Qualla Boundary; and
- WHEREAS, The Museum reflects our Cherokee History and teaches people the story of our Cherokee people; and
- WHEREAS, under the stewardship and leadership of Ken Blankenship, the Museum has been able to establish exhibits, training, language classes, apprenticeships, educational outreach services, and documentation of Cherokee culture and traditions; and
- WHEREAS, because of Ken Blankenship’s tireless efforts, the modification of The Museum of the Cherokee Indian was accomplished with the world-renowned Walt Disney Imagineering assisting in the development and design concepts, revamping the Museum and making the Museum the culturally-attractive museum that it is today; and
- WHEREAS, The Museum has educated and touched countless individuals through the years, and is a positive reflection on the people of the Eastern Band of Cherokee Indians; and
- WHEREAS, through his love of his Cherokee heritage, he has contributed immeasurably to educating our own people, and non-Indians about our Cherokee Tribe; and
- WHEREAS, The Museum now houses well over 20,000 documents pertaining to our history, and these documents have been archived, categorized, and are preserved to perpetuate our Cherokee culture; and
- WHEREAS, Museum Director Ken Blankenship achieved monies for the new wing of the Museum via grants, monies from the Cherokee Preservation Foundation, and private donations, and completed a \$5-million-dollar-project for the price of \$2 million dollars; and

WHEREAS, it is the desire of The Museum of the Cherokee Indians Board of Directors that the new wing, known as the Research Center, housing education rooms for pottery, basketry, and other cultural endeavors be named the Ken Blankenship Research Center in recognition of his devotion and contributions to the success of The Museum of the Cherokee Indians.

NOW, THEREFORE BE IT RESOLVED by the Eastern Band of Cherokee Indians in Council assembled, at which a quorum is present, the Tribal Council hereby acknowledges the desire of the Board of Directors of The Museum of the Cherokee Indians and names the new wing of the Museum "The Ken Blankenship Research Center" in recognition and honor of Museum Director Ken Blankenship.

BE IT FINALLY RESOLVED this resolution shall become effective upon ratification by the Principal Chief.

Submitted by: Perry Shell on behalf of the Board of Directors, Museum of the Cherokee Indian

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

DATE

RESOLUTION NO. _____ (2010)

WHEREAS, on September 4, 2008, Tribal Council passed amended Resolution No. 538, which specified guidelines for the commemorative naming of Tribal buildings; and

WHEREAS, the construction of the Emergency Operations Center (EOC) is completed and the staff of Emergency Management and Information Technology, in accordance with said guidelines, propose that the facility be named in honor of Principal Chief Michell Hicks as a testament of his personal and professional commitment to the areas of Public Safety and Information Technology; and

WHEREAS, the Principal Chief's unwavering advocacy for the construction of this state of the art emergency management facility in Cherokee, demonstrated his foresight and recognition of the Tribal government's responsibility to ensure the safety of the Cherokee community in times of emergency or disaster; and

WHEREAS, the Principal Chief has articulated his message of governmental responsibility for public safety by actively engaging in discussions with USET leaders to develop immediate crisis responses which lessen community impact and result in a faster community recovery; and

WHEREAS, the Principal Chief also serves on a joint committee comprised of North Carolina officials and government leaders focused on Homeland Security issues.

NOW, THEREFORE BE IT RESOLVED by the Cherokee Tribal Council in Council assembled, at which a quorum is present, that the Emergency Operations Center be officially named as the:

CHIEF MICHELL HICKS EOC

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief.

Submitted by: Department of Public Safety and Information Technology

CHEROKEE COUNCIL HOUSE
CHEROKEE, NORTH CAROLINA

DATE

RESOLUTION NO. _____ (2010)

WHEREAS, Section 7-1(c) of the Cherokee Code authorizes the Principal Chief to nominate Justices and Judges to the Cherokee Court, subject to confirmation by the Tribal Council; and

WHEREAS, the Principal Chief nominates Danny E. Davis for the position of Associate Appellate Justice; and

WHEREAS, the Principal Chief nominates Danny E. Davis for the additional position of Temporary Associate Trial Judge, in which he would preside over cases in the Cherokee Trial Court on an “as needed” basis; and

WHEREAS, the Tribal Council agrees that Danny E. Davis is a qualified and suitable candidate for these judicial positions.

NOW, THEREFORE BE IT RESOLVED by the Cherokee Tribal Council in Council assembled, at which a quorum is present, that Danny E. Davis is hereby confirmed as Associate Appellate Justice and Temporary Associate Trial Judge.

BE IT FINALLY RESOLVED that this resolution shall become effective upon ratification by the Principal Chief.

Submitted by: Office of the Principal Chief

**Cherokee Council House
Cherokee, Qualla Boundary (NC)**

Date: _____

RESOLUTION NO. _____ (2010)

WHEREAS, Cherokee Code Sec. 117-109(5)(a) sets forth the requirements for the appointment of five (5) voting members to the Internal Audit Committee.

WHEREAS, The terms of four (4) current voting members need to be renewed or amended to be consistent with the ordinance; and

WHEREAS, The Internal Audit Committee requests that Tribal Council appoint up to four (4) new voting members or renew any or all of the voting members listed below.

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Eastern Band of Cherokee Indians assembled, at which a quorum is present, that the following individuals are reappointed to the Internal Audit Committee as voting members for the specified terms:

1. Mark Bumgarner	2 years, Oct 2010 to Sep 2012
2. Etta Christine Arch	2 years, Oct 2010 to Sep 2012
3. Richard Elkovich	2 years, Oct 2010 to Sep 2012
4. Nick Huskey	2 years, Oct 2010 to Sep 2012

BE IT FINALLY RESOLVED that all prior resolutions that are inconsistent with this resolution are rescinded, and that this resolution shall become effective when ratified by the Principal Chief.

Submitted by Sharon Blankenship, Office of Internal Audit