

RESTATED ARTICLES OF INCORPORATION
 (with amendment)
DALLAS INTER-TRIBAL CENTER

FILED
 In the Office of the
 Secretary of State of Texas

NOV 23 1994

Corporations Section

1. **DALLAS INTER-TRIBAL CENTER**, pursuant to Article 1396-4.02 of the Texas Non-profit Corporation Act and Article 1396-4.06 of the Texas Non-profit Corporation Act, hereby adopts the amendments to the Articles of Incorporation and restates the Articles of Incorporation which accurately reflect the Articles of Incorporation and all amendments thereto that are in effect to date and as further amended by such Restated Articles of Incorporation as hereinafter set forth and which contain no other change in any other provision thereof.

2. **Amendments**. The Articles of Incorporation are amended by the Restated Articles of Incorporation as follows:

Articles Eleven and Twelve are added to the Articles of Incorporation as set forth herein.

ARTICLE ELEVEN

To the fullest extent permitted by applicable law, no director of this Corporation shall be liable to this Corporation or its members for monetary damages for an act or omission in such director's capacity as a director of this Corporation, except that this Article Eleven does not eliminate or limit the liability of a director of this Corporation for:

1. a breach of such director's duty of loyalty to this Corporation or its members;
2. an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
3. a transaction from which such director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such director's office;
4. an act or omission for which the liability of such director is expressly provided for by statute; or
5. an act related to an unlawful stock repurchase or payment of a dividend.

Any repeal or amendment of this Article by the members of this Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of this Corporation existing at the time of such repeal or amendment. In addition to the circumstances in which a director of this Corporation is not personally liable as set forth in the foregoing provisions of this Article Eleven a director shall not be liable to the fullest extent permitted by any amendment to the Texas Miscellaneous Corporation Laws

Act or the Texas Non-profit Corporation Act hereinafter enacted that further limits the liability of a director.

ARTICLE 12

A. Interested Directors and Officers

(1) If paragraph (2) below is satisfied, no contract or transaction between the corporation and any of its directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such director, officer, or shareholder at the meeting of the board or committee authorizing such contract or transaction, or because such person's votes are counted for such purpose.

(2) Paragraph (1) above will apply only if:

(a) The contract or transaction is fair to the corporation as of the time it is authorized or ratified by the Board of Directors, a committee of the board, or the shareholders; or

(b) The material facts as to the relationship or interest of each such director, officer or shareholder as to the contract or transaction are known or disclosed: (i) to the shareholders entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority of the shares present, each such interested person to be counted for quorum and voting purposes; or (ii) to the Board of Directors and it nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested directors present, each such interested director to be counted in determining whether a quorum is present but not in calculation the majority necessary to carry the vote.

B. Indemnification.

(1) The corporation shall indemnify, to the extent provided in the following paragraphs, any person who is or was a trustee, director, officer, agent, or employee of the corporation and any person who serves or served at the corporation's request as a trustee, director, officer, agent employee, partner, or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the Texas Non-profit Corporation Act) (the "Act"), then such persons named above shall be indemnified to the full extent permitted by the Act as it may exist from time to time.

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(2) In case of a suit by or in the right of the corporation against a person named in paragraph (1) above by reason of such person's holding a position named in such paragraph (1), hereafter referred to as a "derivative suit," the corporation shall indemnify such person for reasonable expenses actually incurred by such person in connection with the defense or settlement of the suit, but only if such person satisfies the standard in paragraph (4) to follow.

(3) In case of a threatened or pending suit, action, or proceeding (whether civil, criminal, administrative, or investigative), other than a derivative suit, hereafter referred to as a "non-derivative suit," against a person named in paragraph (1) above by reason of such person's holding a position named in such paragraph (1), the corporation shall indemnify such person if such person satisfies the standard contained in paragraph (D), for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the non-derivative suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, and fines.

(4) Whether in the nature of a derivative suit or non-derivative suit, a person named in Paragraph (1) above will be indemnified only if it is determined in accordance with Paragraph (5) below that such person:

(a) acted in good faith in the transaction which is the subject of the suit; and:

(b) reasonably believed:

(i) if acting in his official capacity as director, officer, agent or employee of the corporation, that his conduct was in the best interests of the corporation; and

(ii) in all other cases, that his conduct was not opposed to the best interests of the corporation.

(c) in the case of any criminal proceeding had no reasonable cause to believe his conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a pleas of nolo contendere or its equivalent will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph.

(5) A determination that the standard of paragraph (4) above has been satisfied must be made:

(a) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(b) if such quorum cannot be obtained, by a majority vote of a committee of the board of directors designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not name defendants or respondents in the proceeding; or

(c) by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subparagraphs (a) or (b) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(6) Authorization of indemnification and determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses must be made in the manner specified by subparagraph (5) (c) above for the selection of legal counsel.

(7) The corporation may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (1) through (6) above, but only in accordance with the provisions as stated in paragraph (5) above, and only after the person to receive the payment (i) signs a written affirmation of his good faith belief that he has met the standard of conduct necessary for indemnification under paragraph (4), and (ii) undertakes in writing to repay such advances unless it is ultimately determined that such person is entitled to indemnification by the corporation. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(8) The indemnification provided by paragraphs (1) through (6) above will not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of disinterested directors, or otherwise.

(9) The indemnification and advance payment provided by paragraphs (1) through (7) above will continue as to a person who has ceased to hold a position named in paragraph (1) above and will inure to such person's heirs, executors, and administrators.

(10) The corporation may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (1) above against any liability incurred by such person in any such position, or arising out of such person's status as such person against such liability under paragraphs (1) through (7) above.

(11) Indemnification payments and advance payments made under paragraphs (1) through (10) above are to be reported in writing to the trustees of the corporation at the next notice or waiver of notice of annual meeting, or within twelve months, whichever is sooner.

3. Procedure of Adoption of Amendments

The Corporation has no members entitled to vote on these Articles of Amendment. The amendment of the Articles of Incorporation was adopted at a meeting of the Board of Directors held on September 26, 1994. The amendment received the vote of a majority of the directors in office.

RESTATED ARTICLES OF INCORPORATION
OF
DALLAS INTER-TRIBAL CENTER

ARTICLE ONE

The name of the corporation is DALLAS INTER-TRIBAL CENTER.

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of duration is perpetual.

ARTICLE FOUR

The purpose or purposes for which this corporation is organized are to assist U. S. citizens of American Indian origin in becoming acclimated to living in a complex urban environment; to encourage, foster and promote a better concept of health care through use of medical clinic and medical referral to medical facilities already available; to design and implement additional programs required to meet the needs of the above-mentioned persons; to receive grants and solicit, collect and disburse funds for the purposes of this corporation; to perform any and all of the acts set forth in Article 1396--2.02, Section A, Texas Revised Civil Statutes; and to do everything necessary, proper, advisable or convenient for the accomplishment or furtherance of the foregoing.

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations

that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law.)

ARTICLE FIVE

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No substantial part of the activities of the corporation shall be the carrying on or propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE SIX

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by a District or County Court of the country in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

ARTICLE SEVEN

The street address of the registered office of the corporation, and the name of its registered agent at said office is CT Corporation, 1601 Elm Street, Suite 3700, Dallas, Texas 75201.

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ARTICLE EIGHT

The corporation shall have a Board of Directors consisting of at lease nine (9) Directors, or such greater number as may be specified in the By-Laws of the corporation, and they shall serve designated terms until their successors are elected by the Board of Directors and take office, or the date that the director submits a written resignation to the Board of Directors, or submits resignation, or is removed from office in accordance with the bylaws, at a regularly scheduled Board meeting, whichever first occurs.

The current Board of Directors are:

<u>Name</u>	<u>Address</u>
James Eagle Bull	396 SW Parkway #624 Lewisville, TX 75067
Lynn Margaret	2640 Breezewood Lane Lancaster, TX 75146
Gilbert Oaks, Jr.	101 Terrel St. Box 22 Rosser, TX 75157
Marlene Cooper	862 S. Beckley Lancaster, TX 75146
Allen Tahbonemah	909 Key Colony Garland, Tx 75043
Flo Goombi-Emhoolah	1437 Pryor Place, Apt. 3 Grand Prairie, TX 75051

ARTICLE NINE

The name and address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Larry Ter Molen	3414 Hanover, Dallas, Texas
Edna Ter Molen	3414 Hanover, Dallas, Texas

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David M. Rankin

Southern Methodist University
Box 123, Dallas, Texas

ARTICLE TEN

The corporation may make and adopt such By-Laws as shall be necessary or proper to the performance of its corporate functions, provided the same shall not be inconsistent with the Constitution and the laws of the State of Texas or of the United States or with the corporation's Charter. The Corporation shall have a membership composed of the persons serving on the Board of Directors, each of whom shall maintain membership while in the office of Director. The Board of Directors constitutes the membership of the corporation, and there shall be no other members. No stock shall be issued herein.

ARTICLE ELEVEN

To the fullest extent permitted by applicable law, no director of this Corporation shall be liable to this Corporation or its members for monetary damages for an act or omission in such director's capacity as a director of this Corporation, except that this Article Eleven does not eliminate or limit the liability of a director of this Corporation for:

1. a breach of such director's duty of loyalty to this Corporation or its members;
2. an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
3. a transaction from which such director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such director's office;
4. an act or omission for which the liability of such director is expressly provided for by statute; or
5. an act related to an unlawful stock repurchase or payment of a dividend.

Any repeal or amendment of this Article by the members of this Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of this Corporation existing at the time of such repeal or amendment. In addition to the circumstances in which a director of this Corporation is not personally liable as set forth in the foregoing provisions of this Article Eleven a director shall not be liable to the fullest extent permitted by any amendment to the Texas Miscellaneous Corporation Laws Act or the Texas Non-profit Corporation Act hereinafter enacted that further limits the liability of a director.

ARTICLE 12

A. Interested Directors and Officers

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(1) If paragraph (2) below is satisfied, no contract or transaction between the corporation and any of its directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such director, officer, or shareholder at the meeting of the board or committee authorizing such contract or transaction, or because such person's votes are counted for such purpose.

(2) Paragraph (1) above will apply only if:

(a) The contract or transaction is fair to the corporation as of the time it is authorized or ratified by the Board of Directors, a committee of the board, or the shareholders; or

(b) The material facts as to the relationship or interest of each such director, officer or shareholder as to the contract or transaction are known or disclosed: (i) to the shareholders entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority of the shares present, each such interested person to be counted for quorum and voting purposes; or (ii) to the Board of Directors and it nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested directors present, each such interested director to be counted in determining whether a quorum is present but not in calculation the majority necessary to carry the vote.

B. Indemnification.

(1) The corporation shall indemnify, to the extent provided in the following paragraphs, any person who is or was a trustee, director, officer, agent, or employee of the corporation and any person who serves or served at the corporation's request as a trustee, director, officer, agent employee, partner, or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the Texas Non-profit Corporation Act) (the "Act"), then such persons named above shall be indemnified to the full extent permitted by the Act as it may exist from time to time.

(2) In case of a suit by or in the right of the corporation against a person named in paragraph (1) above by reason of such person's holding a position named in such paragraph (1), hereafter referred to as a "derivative suit," the corporation shall indemnify such person for reasonable expenses actually incurred by such person in connection with the defense or settlement of the suit, but only if such person satisfies the standard in paragraph (4) to follow.

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(3) In case of a threatened or pending suit, action, or proceeding (whether civil, criminal, administrative, or investigative), other than a derivative suit, hereafter referred to as a "non-derivative suit," against a person named in paragraph (1) above by reason of such person's holding a position named in such paragraph (1), the corporation shall indemnify such person if such person satisfies the standard contained in paragraph (D), for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the non-derivative suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, and fines.

(4) Whether in the nature of a derivative suit or non-derivative suit, a person named in Paragraph (1) above will be indemnified only if it is determined in accordance with Paragraph (5) below that such person:

(a) acted in good faith in the transaction which is the subject of the suit; and:

(b) reasonably believed:

(i) if acting in his official capacity as director, officer, agent or employee of the corporation, that his conduct was in the best interests of the corporation; and

(ii) in all other cases, that his conduct was not opposed to the best interests of the corporation.

(c) in the case of any criminal proceeding had no reasonable cause to believe his conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a pleas of nolo contendere or its equivalent will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph.

(5) A determination that the standard of paragraph (4) above has been satisfied must be made:

(a) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(b) if such quorum cannot be obtained, by a majority vote of a committee of the board of directors designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not name defendants or respondents in the proceeding; or

(c) by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subparagraphs (a) or (b) above, or, if such

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a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(6) Authorization of indemnification and determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses must be made in the manner specified by subparagraph (5) (c) above for the selection of legal counsel.

(7) The corporation may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (1) through (6) above, but only in accordance with the provisions as stated in paragraph (5) above, and only after the person to receive the payment (i) signs a written affirmation of his good faith belief that he has met the standard of conduct necessary for indemnification under paragraph (4), and (ii) undertakes in writing to repay such advances unless it is ultimately determined that such person is entitled to indemnification by the corporation. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(8) The indemnification provided by paragraphs (1) through (6) above will not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of disinterested directors, or otherwise.

(9) The indemnification and advance payment provided by paragraphs (1) through (7) above will continue as to a person who has ceased to hold a position named in paragraph (1) above and will inure to such person's heirs, executors, and administrators.

(10) The corporation may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (1) above against any liability incurred by such person in any such position, or arising out of such person's status as such person against such liability under paragraphs (1) through (7) above.

(11) Indemnification payments and advance payments made under paragraphs (1) through (10) above are to be reported in writing to the trustees of the corporation at the next notice or waiver of notice of annual meeting, or within twelve months, whichever is sooner.

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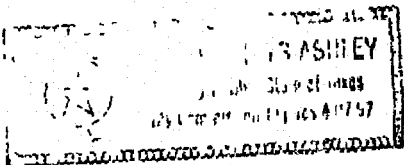
DATED: September 26, 1994.

DALLAS INTER-TRIBAL CENTER

By Allen R. Tahbonemah
Allen Tahbonemah,
Chairman of the Board

STATE OF TEXAS §
COUNTY OF DALLAS §

THE UNDERSIGNED Notary Public does hereby certify that on September 26, 1994, there personally appeared before the undersigned, Allen Tahbonemah, who having been duly sworn by the undersigned, declared that he is the Chairman of the Board of Trustees of the Dallas Inter-Tribal Center, and that he signed the foregoing document as Chairman of the Board of Trustees of the Dallas Inter-Tribal Center and the statements herein contained are true.



Notary Public, State of Texas