



WHITE MOUNTAIN APACHE TRIBE

A Sovereign Tribal Nation

(Change Land Restoration Custodian From Wells Fargo to Charles Schwab)

- WHEREAS,** the Land Restoration Fund was set up after the 22-H Land Claim settlement and funds have been overseen by Stellar Capital Management, LLC; and
- WHEREAS,** the current custodian is Wells Fargo Bank and restrictions have been put in place that make it cumbersome to pay for Land Restoration activities; and
- WHEREAS,** Stellar Capital Management, LLC has suggested the change of custodian to Charles Schwab. The change would be beneficial to the Tribe as it will result in lower per transaction fees, the Tribe's will have access to an expanded list of brokers and bond sources and will allow fees to be paid directly from the fund; and
- WHEREAS,** the Tribal Treasurer is in agreement with the change to Charles Schwab; and
- WHEREAS,** the Tribal Council concurs with the Tribal Treasurer and finds it in the best interest to authorize Charles Schwab to oversee the Land Restoration funds.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the change of custodians for the Land Restoration Fund from Wells Fargo Bank to Charles Schwab.

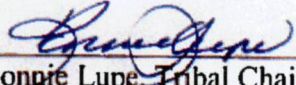
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the signing of the limited waiver of sovereignty immunity with the signers on the account being Ronnie Lupe, Tribal Chairman and Deron Peaches, Tribal Treasurer.

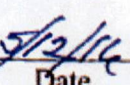
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

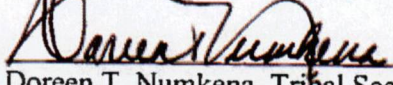
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

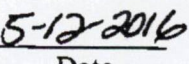
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on **MARCH 2, 2016** duly adopted by a vote of **TEN** for, **ZERO** against, and **ONE** abstentions by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1 of the WMAT Constitution, so ratified on September 30, 1993, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).


Ronnie Lupe, Tribal Chairman


Date


Doreen T. Numkena, Tribal Secretary


Date

ADDENDUM TO SCHWAB BROKERAGE ACCOUNT APPLICATION

This addendum to the Schwab Account Application and Account Agreement which are incorporated herein by reference is entered into by and between White
Mountain Apache Tribe ("Tribe") and Charles Schwab & Co., Inc. ("Schwab").

RECITALS

- A. The Tribe intends to establish one or more brokerage accounts with Schwab, including cash accounts and also accounts with margin, short and option features; and
 - B. The sovereign authority of the Tribe includes the power to determine the places and circumstances under which the Tribe can be sued and can be required to perform its contracts, commonly called "sovereign immunity;" and
 - C. The Tribe and Schwab desire to enter into an enforceable contract concerning brokerage accounts including methods to resolve disputes if any should arise.
- Now, therefore, in consideration of the foregoing recitals, and the promises set forth below, the parties hereby agree as follows:

AGREEMENT

1. This Addendum is solely for business purposes and is intended to permit the accounts to be handled as brokerage accounts are generally handled. Wherever the Tribe consents or is deemed to consent to arbitration or the jurisdiction of a court in the Account Application or the Schwab Account Agreement, this Addendum confirms and constitutes the Tribe's express consent and limited waiver of sovereign immunity to that arbitration and to the jurisdiction of the arbitration panel or court, consistent with this Addendum and the Account Application or the Schwab Account Agreement, to enforce the obligation to arbitrate, to determine the obligation to arbitrate, to the jurisdiction of the arbitration panel or court to determine its jurisdiction, to the service of any notice or legal process, and to the enforcement of any decision, award, order, writ, levy, or execution or judgment resulting from such arbitration proceeding or exercise of court jurisdiction.

2. The Tribe agrees that any controversy between the Tribe and Schwab or any of Schwab's officers, directors, employees or agents directly or indirectly arising from this Addendum or the Schwab Account Agreement or the accounts ("Controversy") shall not be considered a reservation matter, as involving the Tribe's selfgoverning right to make and be ruled by its own laws, or otherwise to involve matters over which the Tribe's Tribal Court or Tribal administrative or other Tribal forums have jurisdiction. The Tribe further agrees that in the event that any such Controversy is within the jurisdiction of the Tribal Court or Tribal administrative or other Tribal forums that the Tribe expressly waives such jurisdiction over such Controversy or any duty by either party to exhaust any

Tribal remedies relating to such Controversy. The Tribe also agrees that in the event that any such Controversy is commenced in the Tribe's Tribal Court or any Tribal administrative or other Tribal forums that the Tribe shall promptly move to dismiss such action or proceeding upon receipt of written request from Schwab. Notwithstanding the foregoing, (a) the Tribe expressly waives its sovereign immunity on a limited basis and consents to the jurisdiction and venue of the Tribe's Tribal Court or any other Tribal or administrative forum with respect to any Controversy in a proceeding or action commenced by Schwab, and (b) the Tribe may commence a proceeding or action with respect to a Controversy in the Tribe's Tribal Court or any Tribal administrative or other Tribal forums with Schwab's written consent.

3. The Tribe agrees by this Addendum that the performance of the Schwab Account Agreement by Charles Schwab & Co. Inc. is expected to take place principally in California and in other material respects affecting applicable law outside the Tribe's reservation or any land owned in trust for the Tribe. The Tribe agrees by this Addendum that acceptance of the Schwab Account Agreement shall be deemed to occur at the office of Charles Schwab & Co., Inc. in San Francisco, California, notwithstanding the place or places of negotiation, execution or approval of this agreement by the parties. The parties mutually agree that sufficient contacts exist with California under the Schwab Account Agreement that: (1) it is fair, reasonable, and consistent with Tribal law and public policy and any applicable federal law to adopt California law as the governing law under the Schwab Account Agreement, notwithstanding any other fact, law or policy relating to choice of governing law or conflicts of law or the negotiation, execution, performance, course of dealing, enforcement, or termination of this agreement; (2) it is fair, reasonable, and consistent with Tribal law and public policy and any applicable federal law to agree that any Controversy be brought in any court of the State of California or any federal court sitting in California as Schwab may in its discretion elect and the Tribe irrevocably consents and submits to the personal and subject matter jurisdiction and venue of each such court; and (3) if for any reason any court of the State of California or any federal court sitting in California does not have jurisdiction over any Controversy, the Tribe irrevocably consents to jurisdiction and venue of any court with jurisdiction over the parties and the subject matter in which Schwab in its sole discretion may bring an action relating to the Controversy.

4. This Addendum does not apply to tribal lands, trust funds, or other property held by the United States in trust for the Tribe or its members. This Addendum shall not encumber tribal or Indian lands. However, to the extent that any of the Tribe's other assets have, or may hereafter acquire, any immunity from the jurisdiction of any Court or from any legal process under the laws of any jurisdiction; the Tribe hereby irrevocably waives such immunity in respect of the obligations under this Addendum and the Account Application.

5. The Tribe warrants and agrees that each of the waivers set forth are made with the Tribe's full knowledge of their significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any


such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

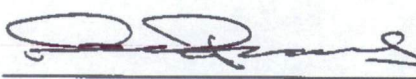
6. The Tribe further warrants and agrees that it will notify Schwab in writing prior to placing in ~~the~~ accounts any funds that must be invested solely in federal or federally guaranteed securities.

7. The Tribe further warrants that the execution and delivery of this Account Application and Addendum have been duly authorized by all necessary action of the Tribe as set forth in the resolution of the Tribe's governing body, which shall be attached to this Addendum.

White Mountain Apache Tribe
NAME OF TRIBE

CHARLES SCHWAB & CO., INC.

By: 
Title: Ronnie Lupe, Chairman

By: 
Title: Treasurer

Date: May 11, 2016

Date: 5/11/16

(If additional signatories on behalf of the Tribe, please add below with name, title and date in addition to signature. Thank you.)

By: _____

Title: _____

Date: _____