

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE
OF THE FORT APACHE INDIAN RESERVATION**

- WHEREAS,** the White Mountain Apache Tribe, as a federally recognized tribal government, with inherent rights of self governance, and pursuant to its Tribal Constitution, exercises rights of self determination through its elected Council, and enjoys a government to government relationship with the federal government of the United States; and
- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe has retained the authority, powers and duties to establish and maintain programs to promote the health, welfare, and retirement security of its members and employees; and
- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe has determined that in order to attract and retain employees to provide government services and promote self determination, and to compete with the federal government and neighboring state and municipal governments for qualified personnel, it is necessary for the Tribe to work toward providing benefit programs comparable with those offered to federal, state, and municipal government employees; and
- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe recognized that it is becoming more difficult to attract and retain qualified police and fire fighters, in part, because the state and neighboring municipalities provide benefits, through the Arizona Public Safety Retirement System (the "State Retirement System"), specifically geared to the unique risks that public safety officers face; and
- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe, in consideration of the foregoing, requested that the White Mountain Apache Tribe Pension Committee (the "Committee") investigate options for the White Mountain Apache Tribe to either participate in the State Retirement System or establish and maintain a new pension program modeled after the State Retirement System; and
- WHEREAS,** in Resolution 04-2003-122 the Council directed Tribal staff to complete final plan details and provisions for review and adoption by the Tribal Council; and
- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe has, on this date, received the following recommendations from the Committee with regard to the foregoing:
1. The Committee has recommended that the Tribe, in order to better promote self determination and the preservation of sovereignty, establish a Tribal public safety pension system, hereafter known as the White Mountain Apache Tribe Public Safety Plan (the "PSP"), rather than elect to participate in the State Retirement System;
 2. The Committee has recommended the establishment of a public safety pension board (the "PSP Board"), to include representatives from the Tribe's Public Safety

Departments, to oversee the administration of the PSP, similar to the local pension boards used under the State Pension System, with the Committee charged with continuing oversight on all financial management issues related to the PSP trust;

3. The Committee has recommended that the 401(k) Plan be amended to eliminate the mandatory 2.5% basic tribal contribution, and all corresponding tribal matching contribution rights, for employees who are eligible to receive the new benefits available under the PSP, while still permitting such employees to participate in the employee savings feature of the 401(k) Plan on a voluntary basis;
4. The Committee has recommended that the Tribal Council approve the retention of Wells Fargo Bank to serve as the initial Trustee of the PSP in order to oversee PSP investments;
5. The Committee has recommended the Tribal Council approve the retention of Tom Hansen to serve as the PSP's initial actuary, to monitor plan contribution and funding requirements in order to ensure that adequate funds are available to pay benefits as they become due; and
6. The Committee has presented a proposal that would provide special benefits to the widow and minor children of the late Tenney Gatewood, given that officer Gatewood was killed in the line of duty before the PSP program was adopted.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Public Safety Plan, as described in the PSP summary and PSP trust agreement attached in draft form as EXHIBIT A hereto, is hereby approved and adopted with an effective date of September 7, 2003, and that the Chair or Vice Chair of the Tribe is hereby authorized and directed, on behalf of the White Mountain Apache Tribe, and in its name, to execute any and all insurance policies and / or IRS required plan and trust documents necessary to implement the foregoing, with any changes thereto as may be advised by legal counsel to the extent consistent with these resolutions; provided that no changes shall be made which materially detract from, or materially increase the costs of, the benefits approved hereby.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the PSP Board is hereby established, pursuant to the Bylaws attached in draft form as EXHIBIT B hereto, and that the Chair or Vice Chair of the Tribe is hereby authorized and directed, on behalf of the White Mountain Apache Tribe, and in its name, to execute said Bylaws, with any changes thereto as may be advised by legal counsel to the extent consistent with these resolutions.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that the Committee, rather than the PSP Board, shall be charged with continuing oversight on all financial management issues related to the PSP Trust.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that the Second Amendment to the 401(k) Plan, attached in draft form as EXHIBIT C hereto, eliminating the mandatory 2.5% contributions, and all corresponding tribal matching contribution rights, for employees who are eligible to receive the new benefits available under the PSP, is hereby approved and adopted, and that the Chair or Vice Chair of the Tribe is hereby authorized and directed, on behalf of the White Mountain Apache Tribe, and in its name, to execute said amendment, with any changes thereto as may be advised by legal counsel to the extent consistent with these resolutions; provided that no changes shall be made which materially detract from, or materially increase the costs of, the benefits approved hereby.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that the retention of Wells Fargo Bank as the initial trustee of the PSP, consistent with the trust agreement referred to above and the service agreement attached in draft form as EXHIBIT D hereto, is hereby approved, and that the Chair or Vice Chair of the Tribe is hereby authorized and directed, on behalf of the White Mountain Apache Tribe, and in its name, to execute said service agreement, with any changes thereto as may be advised by legal counsel to the extent consistent with these resolutions.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that the retention of Tom Hansen as the initial actuary of the PSP, consistent with the service agreement attached in draft form as EXHIBIT E hereto, is hereby approved, and that the Chair or Vice Chair of the Tribe is hereby authorized and directed, on behalf of the White Mountain Apache Tribe, and in its name, to execute said service agreement, with any changes thereto as may be advised by legal counsel to the extent consistent with these resolutions.

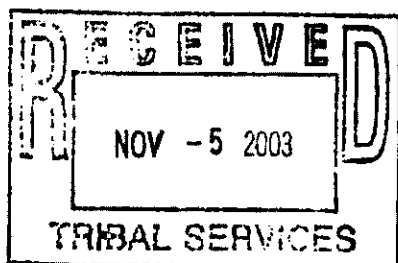
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that the PSP Board and the Pension Committee through the PSP or a non-qualified trust, shall administer benefits in consideration of the service that Officer Gatewood provided to the White Mountain Apache Tribe, at a time before the PSP was adopted, as follows:


1. The special benefit called for herein shall consist of monthly benefits equal to 33% of Officer Gatewood's final base wages paid over the life of Officer Gatewood's widow, beginning January 1, 2004;
2. Each of Officer Gatewood's children shall receive a 12.5% share of the monthly benefit in trust until the child reaches age 25, and the remainder of the monthly benefit shall be paid directly to Officer Gatewood's widow. As each child reaches the age of 25, the child's share of future monthly benefits shall revert to Officer Gatewood's widow;


3. The PSP Board shall serve as trustee to the trusts called for herein. The trusts shall provide for payment upon the attainment of age 25, with the PSP Board having the discretion to allow earlier payments if deemed by the PSP Board to be appropriate for the health, welfare, or education of the child;
4. Unless the benefits are provided through the PSP, the benefits called for herein shall remain at all times an unfunded obligation for tax purposes. The benefits shall be administered in a manner to avoid premature taxation through the IRS doctrines of constructive receipt or economic benefit. Nothing herein, or in any trust instrument entered into in connection with this benefit, shall constitute a waiver of sovereign immunity; and
5. The Chair or Vice Chair of the Tribe is hereby authorized and directed, on behalf of the White Mountain Apache Tribe, and in its name, to execute trust documents to implement the foregoing, to the extent consistent with these resolutions.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that the Chair or Vice Chair is hereby authorized and directed, on behalf of the White Mountain Apache Tribe, and in its name, to execute such powers of attorney, applications, schedules, amendments, and other documents, as may be necessary to obtain approval by the Secretary of the Treasury, the Secretary of Labor, and / or the Internal Revenue Service, though determination letters, private letter rulings and / or DOL opinions, as appropriate, of the above 401(k) and PSP documents adopted hereby, provided that no such changes or amendments shall be made which materially detract from, or materially increase the costs of, the benefits approved hereby.

The foregoing resolution was on AUGUST 13, 2003 duly adopted by a vote of NINE for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (h), (i), (s), (t), and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).




ACTING Chairman of the Tribal Council


Secretary of the Tribal Council

**WHITE MOUNTAIN APACHE TRIBE
PUBLIC SAFETY PENSION PLAN**

TRUST AGREEMENT

Original Effective Date September 7, 2003

**WHITE MOUNTAIN APACHE TRIBE
PUBLIC SAFETY PENSION PLAN
TRUST AGREEMENT**

THIS AGREEMENT, is made as of the 7 day of September, 2003 by and between the White Mountain Apache Tribe, a federally recognized tribal government (the "Tribal Government"), and Wells Fargo Bank, (hereinafter referred to as "Trustee").

WITNESSETH:

WHEREAS, the Tribal Government has adopted the White Mountain Apache Tribe Public Safety Officer Pension Plan, as the same may be amended from time to time, for its eligible public safety employees (hereinafter referred to as "Plan") and the Public Safety Pension Committee has been appointed pursuant to the provisions of the Plan as the Plan Administrator thereof; and

WHEREAS, Trustee has accepted its appointment as Trustee hereunder; and

WHEREAS, Plan funds will from time to time be contributed to Trustee which funds will constitute a trust fund to be held for the purpose of providing retirement and other related benefits for Participants and Beneficiaries under the Plan, including payment of certain expenses; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the Tribal Government and Trustee do hereby covenant and agree as follows:

**ARTICLE I
ESTABLISHMENT OF TRUST**

1.1 Designation and Meaning of Terms.

This Trust is designated as the "White Mountain Apache Tribe Public Safety Pension Plan Trust". The Tribal Government intends that this Trust shall constitute part of the Plan, and the definitional terms of the Plan, incorporated herein by reference, are similarly defined for the purpose of this Trust unless this Agreement clearly indicates otherwise. The Plan, and this related Trust, are intended to constitute a governmental plan within the meaning of section 3(32) of the Employee Retirement Income Security Act of 1974 (hereinafter referred to as "ERISA") and section 414(d) of the Internal Revenue Code (the "Code"). The Plan and Trust are further intended to constitute a tax qualified plan and tax exempt trust under the provisions of Section 401(a) and 501(a) of the Internal Revenue Code to the extent such provisions are made applicable to governmental plans.

1.2 Purpose of Trust.

The purpose of this Trust is to implement those retirement and related benefits provided under the Plan.

Except as may be otherwise provided under the terms of the Plan and applicable law, no part of the Trust Fund shall at any time prior to the satisfaction of all liabilities with respect to employees and their beneficiaries be used for, or diverted to, purposes other than for the exclusive benefit of such employees and their beneficiaries and for the defraying of reasonable expenses of the Plan.

1.3 General Duties of Trustee.

(a) All Trust Funds (as defined below), income and increments thereon created under the Plan prior to the effective date hereof shall be received by the Trustee.

(b) Additional sums of money or other property which Trustee may deem acceptable shall be paid or delivered to Trustee. The Employer shall make contributions in such manner and at such times as shall be appropriate. Trustee shall be responsible only for property received by it pursuant to this Agreement, and has no duty to require, compel or collect contributions, or to verify whether contributions made by the Tribal Government are appropriate or adequate. Notwithstanding the foregoing, Wells Fargo shall inform the Employer should Wells Fargo acquire knowledge that contributions are not submitted as required, so that the parties can work together to remedy the same.

(c) All money and property so received together with the income there from and any increment thereon and all other assets acquired by investment or reinvestment (hereinafter collectively referred to as the "Trust Fund") shall be held, invested, reinvested and administered by Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon.

(d) From time to time, Trustee shall make payments out of the Trust Fund to such persons, as the Plan Administrator shall direct in writing to Trustee consistent with the Plan. Trustee shall incur no liability for any payments made pursuant to such direction.

(e) If any payment or directed distribution in the form of a check from the Trust Fund is not claimed, Trustee shall notify the Plan Administrator who shall undertake reasonable efforts to locate that payee or distributee pursuant to the applicable missing payee provisions of the Plan. Trustee shall have no duty to search for or locate the payee or distributee of any Trust benefits.

1.4 Duties of the Plan Administrator.

(a) The Plan Administrator shall administer the Plan subject to the provisions therein. The Plan Administrator shall interpret the Plan, determine all questions arising in the administration and application of the Plan, and from time to time formulate and issue such written rules and regulations as may be necessary or desirable for the purpose of administering the Plan. Trustee shall be entitled to rely on such interpretations, determinations and written rules and regulations without liability for any actions based on such.

(b) The Tribal Government shall certify in writing to Trustee any change in the identity of the Plan Administrator and the names of the persons from time to time who are authorized to give directions to Trustee on behalf of either the Plan Administrator or the Employer.

All such directions to Trustee shall be in writing and signed either by the Plan Administrator or one of such authorized persons. Trustee shall be entitled to rely upon all such written directions without further inquiry and without liability for such action based thereon. Trustee shall be entitled to rely on any such written direction until a written revocation thereof is filed with it. The Plan Administrator shall notify Trustee of any action taken in regard to the Plan or Trust Fund which may be pertinent to Trustee in the execution of its duties and responsibilities.

1.5 Named Fiduciaries, Investment Advisors, and Funding Policy.

(a) The Plan Administrator, acting as a named fiduciary for this purpose, may elect to appoint an Investment Adviser who may be the Trustee or an individual or entity other than the Trustee to manage, acquire and dispose of all or a portion of the Trust Fund. Unless the Plan Administrator appoints another investment manager for all or a portion of the assets, the Trustee shall serve as the sole investment manager of the Trust. Any portion of the Trust Fund over which an Investment Adviser shall have such responsibility is hereinafter referred to as a "Directed Fund". Any Investment Adviser so appointed must be either (i) an Investment Adviser registered as such under the Investment Advisers Act of 1940, (ii) as Investment Adviser not registered as such under that Act by reason of paragraph (i) of Section 203A(a) of such Act, but who is registered as an Investment Adviser under the laws of the state of Arizona and who, at the time the Investment Adviser filed its most recently filed registration form with such state in order to maintain its registration under the laws of such state, also filed a copy of such form with the Secretary of the United States Department of Labor, (iii) a bank, as defined in that Act, or (iv) an insurance company qualified to perform investment management services under the laws of more than one state, and which shall have acknowledged in writing to both the Plan Administrator and Trustee that it is a fiduciary with respect to the Plan. Further, the Plan Administrator, being a named fiduciary for this purpose, reserves the right, upon direction from the Tribal Government, to itself direct the Trustee respecting investment, management and control of all or a portion of the Trust Fund. Any portion of the Trust Fund over which the Plan Administrator shall have such responsibility is hereafter referred to as "Employer Directed Fund".

(b) The Plan Administrator shall notify Trustee of any appointment of an Investment Adviser by delivery to Trustee of a copy of the document under which the Investment Adviser was appointed to act as such hereunder and shall specify to Trustee that portion of the Trust Fund which shall be a Directed Fund. The Plan Administrator shall likewise notify the Trustee should the Tribal Government determine to establish an Employer Directed Fund.

(c) During the term of such appointment, the Investment Adviser with respect to its Directed Fund and the Plan Administrator with respect to any Employer Directed Fund shall have the sole responsibility for the investment and reinvestment of the Directed Fund or Employer Directed Fund subject to its investment management, and shall certify in writing to Trustee the identity of the person or persons authorized to give instructions or directions on its behalf. Trustee shall follow such directions and shall be under no duty to review any investment to be acquired, held or disposed of pursuant to such directions nor to make any recommendation with respect to the disposition or continued retention of any such investment. Unless the Trustee serves as the Investment Adviser, the Tribe shall have no liability for acting without question on the direction of, or failing to act in the absence of any direction from an Investment Adviser or from the Plan Administrator, provided that Trustee has acted consistent with its duties under ERISA, which are

incorporated herein by reference as a means to contractually establish Trustee's standard of conduct in spite of any exemptions the Plan, the Plan Administrator, the Tribal Government, or the Employer may be entitled to pursuant to ERISA's governmental plan rules (Section 3(32)) which are not waived hereby. Trustee, and any Investment Adviser appointed hereunder shall each exercise its respective fiduciary responsibilities with respect to the assets of the Plan, including (without limitation) any responsibility of diversification imposed by ERISA, regardless of whether the Plan, the Tribal Government, the Plan Administrator or the Employer are exempt there from, as if the portion of the Trust Fund under its management constituted the entirety of the assets of the Plan.

(d) In the event that an Investment Adviser appointed hereunder should resign or be removed, or should the Plan Administrator withdraw its management and control of an Employer Directed Fund, Trustee shall, upon receiving written notice thereof, manage the investment of that portion of the Trust Fund which was a Directed Fund or Employer Directed Fund under the management of such Investment Adviser or the Plan Administrator at the time of such resignation, removal or withdrawal, unless and until Trustee shall be notified of the appointment of another Investment Adviser or the establishment of another Employer Directed Fund.

(e) The Plan Administrator shall determine the calculation or collection of any contribution under or required by the Plan.

(f) The Plan Administrator shall determine the existence, nature and amount of rights and interests of all persons in and to the Trust Fund or under the Plan and shall, where appropriate, furnish Trustee with complete and accurate information with respect to Participants, their Compensation, service credit, and any other information which Trustee may reasonably request.

(g) The Plan Administrator shall timely file or furnish, or cause to be filed or furnished, all such returns, reports, statements and other documents as may be required by any governmental authority or as may be required by law to be furnished to any participant, beneficiary or interested party.

(h) The Plan Administrator, pursuant to the Plan, shall establish and carry out a funding policy consistent with the purposes of the Plan and the requirements of applicable law as may be appropriate from time to time and communicate the same in writing to the Trustee. As part of such funding policy, the Plan Administrator shall from time to time direct the Trustee in writing to exercise its investment discretion so as to provide sufficient cash assets in an amount determined by the Plan Administrator under the funding policy then in effect to be necessary to meet the liquidity requirements for the administration of the Plan.

(i) Trustee's discretion in investing and reinvesting the principal and income of the Trust Fund shall be subject to such funding policy and such investment guidelines and directions, and any changes thereof from time to time, as the Plan Administrator may, pursuant to the Plan, adopt from time to time and communicate in writing to the Trustee.

**ARTICLE II
POWERS AND SPECIFIC DUTIES OF TRUSTEE**

2.1 Investment of Assets.

Except as may be expressly delegated in writing to an Investment Advisor, the Trustee shall have and exercise the following discretionary powers and authority in the administration of the Trust Fund:

(a) To invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in such securities or in such property, real or personal, tangible or intangible, or part interest therein, wherever situated, whether or not productive of income, or consisting of wasting assets, as Trustee shall deem advisable subject to any investment guidelines or directions of the Plan Administrator, including but not limited to stocks, common or preferred, trust and participation certificates, interests in investment companies whether so-called "open-end mutual funds" or "closed-end mutual funds" (including any such fund from which the Trustee or any affiliate thereof receives an investment advisory fee or any other fee), leaseholds, fee titles, bonds or notes and mortgages, and other evidences of indebtedness or ownership (specifically including any qualifying employer securities or qualifying employer real property as defined in and subject to the limitations of ERISA, as if applicable hereunder), irrespective of whether such securities or such property shall be of the character authorized by any state law from time to time for trust investments;

(b) To purchase and subscribe for any securities or other property and to retain such securities or other property in trust;

(c) To sell at public or private sale, for cash, or upon credit, or otherwise dispose of any property, real or personal; and no person dealing with Trustee shall be bound to see to the application or to inquire into the validity, expediency or propriety of any such sale or other disposition;

(d) To adjust, settle, contest, compromise and arbitrate any claims, debts, or damages due or owing to or from the Trust Fund, and to sue, commence or defend any legal proceedings in reference thereto;

(e) To exercise any conversion privilege, subscription rights or other options pertaining to or in connection with securities or other property held by it; to consent to or otherwise participate in any reorganization, consolidation, merger or adjustment pertaining to any corporate reorganization or other changes affecting corporate securities, to deposit any property with any committee or depository, and to pay any assessments or other changes in connection therewith;

(f) To exercise itself, or by general or limited power of attorney, any right, including the right to vote, incident to any securities or other property held by it; except that Trustee shall not exercise its discretion with respect to voting any securities which constitute part of a Directed Fund or a Employer Directed Fund, but shall instead send the Investment Adviser or the Plan Administrator all notices and proxies relating thereto, signed without indication of voting

preference, and the Investment Adviser or the Plan Administrator shall exercise all voting rights with respect thereto;

(g) To borrow money upon such terms and conditions as may be deemed advisable to carry out the purposes of the Trust and to pledge securities or other property in repayment of any such loan; provided, however, no such loans shall be made by Trustee individually other than a temporary advancement to the Trust Fund by way of overdrafts or otherwise on a temporary basis on which no interest is payable;

(h) To manage, administer, operate, repair, improve and mortgage or lease for any number of years, regardless of any restrictions on leases made by trustees or to otherwise deal with any real property or interest therein; to renew or extend or to participate in the renewal or extension of any mortgage or other modification or change in the terms of any mortgage or guarantee thereof in any manner and upon such terms as may be deemed advisable, including the exercise and enforcement of any and all rights of foreclosure;

(i) To invest all or part of the Trust Fund in interest-bearing deposits with the Trustee, or with a bank or similar financial institution related to Trustee whether or not such bank or other institution is a fiduciary with respect to the Plan, including but not limited to investments in time deposits, savings deposits, certificates of deposit or time accounts which bear a reasonable interest rate;

(j) To register any investment held in the Trust Fund in its own name or in the name of one or more of its nominees or to hold any investment in bearer form or to cause any investment to be registered and held in the name of one or more nominees of any system for the central handling of securities;

(k) To employ suitable agents, accountants and counsel and to pay their reasonable expenses and compensation;

(l) Wells Fargo shall hold cash uninvested as is reasonably necessary during the period of time in which a benefit distribution check is outstanding, an investment transaction is pending, or any similar transaction is in progress, without liability for interest thereon and notwithstanding that Wells Fargo or a related entity may benefit directly or indirectly from such uninvested cash. It is acknowledged that Wells Fargo's handling of uninvested cash is consistent with usual and customary banking and fiduciary practices, and any earnings realized by Wells Fargo will be considered compensation for its bank services in addition to its regular fees.

(m) To form corporations and to create trusts to hold title to any securities or other property, all upon such terms and conditions as it may deem advisable;

(n) To invest and reinvest collectively with other trusts participating in any collective or common trust fund, including any such fund which is maintained by Trustee. During the period when any part of all of the assets held hereunder comprise part of any collective or common trust fund, such assets shall be subject to all of the provisions of the Declaration of Trusts of such collective or common trust funds, as amended from time to time, which are hereby made a part of this Agreement and incorporated herein by reference thereto as though the same were set

forth in full herein;

(o) To make, execute and deliver as Trustee any and all deeds, leases, mortgages, advances, contracts, waivers, releases or other instruments in writing necessary or proper in the employment of any of the foregoing powers;

(p) To make or grant loans from the Trust Fund to participants in the Plan if the Plan so provides, pursuant to applicable regulations and on such terms, interest, and contractual conditions as are determined by the Plan Administrator and to hold security interests or collateral as determined by the Plan Administrator until final repayment of such loan;

(q) To employ any investment adviser that is an affiliate of Trustee; and

(r) To exercise generally any of the powers which an individual owner might exercise in connection with property either real, personal or mixed held by the Trust Fund, and to do all other acts that Trustee may deem necessary or proper to carry out any of the powers set forth in this ARTICLE II or otherwise in the best interests of the Trust Fund.

2.2 Maintenance of Records and Accounting.

(a) Trustee shall maintain records of all transactions relating to the Trust Fund, with sufficient detail to enable the Plan Administrator, or a third party designated by the Plan Administrator, to verify and confirm that all trust responsibilities are being properly carried out.

(b) Trustee shall provide the Plan Administrator with an accounting annually and at such other times as may be agreed upon between the Plan Administrator and Trustee.

(c) Trustee, on such valuation date or dates as may be agreed upon, shall render to the Plan Administrator a statement of the Trust Fund assets and their fair market values. Trustee may rely, as to any insurance contract or contracts which may constitute a part of the Trust Fund, on the valuation determined and supplied by the issuing insurer.

(d) Reasonable expenses incurred by Trustee, as may be agreed upon between the Plan Administrator and Trustee, and any proper and reasonable expenses of Plan Administration approved by the Plan Administrator shall be paid from the Trust Fund unless paid by the Employer or Tribal Government.

ARTICLE III INSURANCE

3.1 Direction of Plan Administrator.

Trustee, upon the written direction of the Plan Administrator, shall acquire and maintain individual annuities, group annuities or life and / or disability insurance policies (hereinafter referred to as "Contracts"). With respect to such Contracts:

(a) Trustee shall execute the application for any Contract to be applied for

under the Plan in such form as the Plan Administrator shall prescribe and direct Trustee to execute.

(b) Trustee shall be the absolute owner of all Contracts which shall be held in the Trust Fund.

(c) Upon the written direction of the Plan Administrator, Trustee shall pay from the Trust Fund premiums, assessments, dues, charges and interest to acquire or maintain any Contracts held in the Trust Fund. Trustee shall have no duty to make any such payment unless and until it shall have received such direction, and its sole duty shall be to make such payments and in such manner as it may be directed, and for such purposes Trustee may use any money held by it as part of the Trust Fund. If the cash available in the Trust Fund is not sufficient to pay all of the sums the Plan Administrator has directed Trustee to pay with respect to Contracts, Trustee shall immediately notify the Plan Administrator and shall take no further action with respect thereto unless and until Trustee shall be in receipt of an Employer contribution or other cash in the possession of Trustee which the Plan Administrator directs Trustee to use for that purpose.

(d) Upon written direction of the Plan Administrator, Trustee shall, without the consent of any other person, collect and receive all dividends or other payments of any kind payable with respect to, under, or arising out of, any Contracts held in the Trust Fund or leave the same with the issuing insurance company; to convert from one form of Contract to any other form of Contract; to change the person or persons designated in any Contract to receive the proceeds; to designate any mode or settlement of the proceeds of any Contract held in the Trust Fund; to sell or assign any Contract held in the Trust Fund; to surrender for cash any Contract held in the Trust Fund; to borrow sums of money from the issuing insurance company upon any Contract or Contracts issued by it and held in the Trust Fund provided that Trustee shall borrow such sums only in respect of all Contracts for the time being held in the Trust Fund, and upon a pro rata and uniform basis; to agree with the insurance company issuing any Contract to any release, reduction, modification or amendment thereof; and, without limitation of any of the foregoing, to exercise any and all of the rights, options or privileges that belong to the absolute owner of any Contracts held in the Trust Fund or that are granted by the terms of any such Contracts or of this Agreement. Trustee shall have no discretion with respect to the exercise of any of the foregoing powers or to take any other action permitted by any Contract held in the Trust Fund, but shall exercise such powers or take such action only upon the written direction of the Plan Administrator, and Trustee shall have no duty to exercise any of such powers or to take any such action unless and until it shall have received such a direction. Trustee, upon the written direction of the Plan Administrator, shall deliver any Contract held in the Trust Fund to such person or persons as may be specified in the direction.

3.2 Payments on Contracts.

Trustee shall hold in the Trust Fund pursuant to the terms of this Agreement all payments of any kind, received with respect to any Contract held in the Trust Fund, whether as a result of sale, assignment, surrender or otherwise.

3.3 Repayment on Contract.

If the Trustee shall have borrowed any sums of money upon any Contract held in

the Trust Fund, it shall have no duty to repay any part of the money so borrowed, notwithstanding the fact that thereafter it may have sufficient funds to make such repayment, unless and until it shall have received written direction from the Plan Administrator to make the repayment; and any such repayment shall be made pro rata and on a uniform basis with respect to all such policies against which the borrowing then being repaid, in whole or in part, shall have been made.

3.4 Proceedings Involving Contract Claims, Liabilities, Collections.

Trustee shall execute all necessary receipts and releases to any insurance company issuing any Contract or Contracts held in the Trust Fund, and, upon written direction from the Plan Administrator shall deliver same when the proceeds of any Contract held in the Trust Fund have become payable, and in connection therewith shall make reasonable efforts to collect such sums as may appear to be due; but Trustee shall have no duty to begin or maintain any action, suit or other legal or equitable proceedings to collect the proceeds of any Contract unless Trustee is first in possession of funds sufficient for the purpose or unless it has been indemnified by the Company to its satisfaction for its counsel fees, costs, disbursements and all other expenses and liabilities to which it in its judgment may be subjected as a consequence of beginning or maintaining any such action, suit or other legal or equitable proceeding. Trustee may use the proceeds of any Contract held in the Trust Fund to defray expenses incurred in connection with enforcing payment of that Contract. Trustee shall, with the written approval of the Plan Administrator, compromise and adjust claims arising out of the Contracts held in the Trust Fund, or any of them, upon such terms and conditions as it may deem just; and any such compromise shall be binding and conclusive upon all persons interested in, under, or to the Trust Fund.

3.5 Consistency with Plan.

Notwithstanding anything in this Article III to the contrary, any use of Contracts hereunder shall be limited to the extent consistent with the Plan.

**ARTICLE IV
MISCELLANEOUS**

4.1 Provisions Concerning Trustee.

(a) Trustee may resign at any time by giving thirty days written notice to the Tribal Government. The Tribal Government may remove Trustee at any time on thirty days written notice and in the case of such resignation or removal, the Tribal Government shall appoint a successor Trustee. Any successor Trustee shall have the same powers and duties as those determined pursuant to this Agreement.

(b) Trustee, upon receipt of written acceptance of the successor Trustee, shall distribute, assign, transfer, or withdraw any amount held in any commingled trust fund, pursuant to the written directions of the Plan Administrator consistent with the provisions of the Plan and this Agreement.

(c) If Trustee is at any time acting as a successor Trustee or succeeds to responsibilities hereunder for management of part or all of the assets constituting the Trust Fund, the Employer hereby agrees to hold Trustee harmless from and against all claims, expenses

(including reasonable counsel fees), liabilities, damages, actions, or other charges incurred or assessed against it as successor Trustee, as the direct or indirect result of any act or omission of a predecessor trustee or any other person charged under any agreement affecting the assets of the Trust Fund for investment responsibility with respect to such assets; provided that no indemnification shall be provided for Trustee's own negligence or breaches of duties hereunder.

(d) The Tribal Government and the Trustee hereby indemnify and hold each other harmless (for all damages and liability including attorneys fees and defense costs) for their own negligence hereunder. In addition to any other applicable provisions for indemnification, and to the extent permitted by law, the Tribal Government agrees to indemnify the Trustee, its affiliates, and each director, officer, and employee of the Trustee and its affiliates, and hold each such person harmless against any and all liabilities, losses, costs, or expenses (including legal and paralegal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against such person at any time by reason of actions taken in accordance with proper directions given to the Trustee by the Tribal Government or an Investment Advisor, pursuant to the provisions of the Plan or this Trust Agreement, or action omitted because no such directions are given; provided that said release and indemnity shall not apply in the event of the negligence of Wells Fargo.

4.2 Amendment and Termination.

(a) This Trust Agreement may be modified, altered or amended in whole or in part by the Tribal Government and Employer at any time. A written instrument delivered to Trustee and executed pursuant to the requirements of law and in the same manner as this instrument shall be necessary to effect any change in this trust instrument.

(b) Trustee's duties shall not be increased without its written consent. No amendment, modification or alteration shall alter the purpose of this Trust in being used for the purpose of providing retirement and other related benefits for participants and their beneficiaries, including defraying reasonable expenses of administering the Plan.

(c) The effective date of any written alteration, modification or amendment shall be the date of receipt by Trustee of said alteration, modification or amendment, unless otherwise specified in writing and agreed to by Trustee.

(d) Subject to the foregoing, any amendment, modification or alteration of the Plan or Trust Agreement that is required to comply with governmental requirements, shall be retroactively effective if required.

(e) This Trust Agreement and the Trust hereby created may be terminated at any time by the Tribal Government by written notice delivered to Trustee. Upon such termination or upon the dissolution or liquidation of the Employer in the event that a successor to the Employer shall not elect to continue this Trust, Trustee shall, after payment of all expenses incurred in the administration and closing out of the Trust Fund and the compensation to which Trustee may be entitled, then distribute the Trust Fund, in cash or such other property to such persons and in such amounts as the Plan Administrator shall direct. Notwithstanding the foregoing, Trustee shall not be required to pay out any assets of the Trust Fund until it shall have received such rulings or determinations of the Internal Revenue Service, and, if applicable, the Pension Benefit Guaranty

Corporation, as the Plan Administrator may deem necessary or appropriate in order to assure itself that any such payment is made in accordance with law.

(f) From and after the date of termination of the Trust and until the final distribution of the Trust, or until removal or resignation as Trustee, Trustee shall continue to possess and exercise all powers provided under this Agreement. Trustee shall continue to administer the Trust in this interim period as though the Plan and Trust were fully effective.

4.3 Miscellaneous.

(a) Except as otherwise provided in the Plan, no participant's or beneficiary's benefits under the Plan nor any interest of any such person in the Trust Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind. The preceding sentence shall not apply to any qualified domestic relations order as defined in section 414 of the Code, or any payment made pursuant to such order.

(b) Any benefits payable under the Plan shall be payable only from the Trust Fund and no liabilities therefore shall be imposed upon Trustee, the Employer or its officers, directors, shareholders, agents or employees.

(c) No participant or beneficiary shall have any interest in, or right to, any part of the earnings of the Trust Fund or any part of the assets thereof except as expressly provided herein in the Plan.

(d) The parties to this Agreement consist only of Trustee and Tribal Government. No insurer shall be considered to be a party to this Agreement.

(e) This Trust shall be construed in accordance with the laws of the White Mountain Apache Tribe, and jurisdiction for any disputes shall vest therein, except to the extent preempted by federal law or to the extent required by NASD compliance. In the absence of controlling law, however, the parties shall look to the substantive law of ERISA, the State of Arizona, and/or duties established by NASD. The Employer shall provide Trustee with copies of any tribal laws, resolutions, or ordinances, if any, directed uniquely to pension matters which may be adopted from time to time, and Trustee shall not be responsible for complying with such laws before actual notice thereof. As of the date of this Trust, there are no Tribal laws unique to pension matters. Nothing in the Plan or Trust shall be construed as a waiver of Tribal sovereign immunity except as follows: the Tribal Council shall waive its immunity to suit for the limited purpose of allowing Trustee to enforce its right to the principal amount or amounts of compensation owed for services actually performed in accordance with the terms of this Trust; the foregoing waiver shall not be construed beyond the limited purpose specified herein and shall not inure to the benefit of others. Jurisdiction for disputes under this Trust and the Plan shall reside in the Courts of the White Mountain Apache Tribe.

IN WITNESS WHEREOF, Tribal Government and Trustee have caused this Trust to be executed by their duly authorized officers as of the date just set forth above.

WHITE MOUNTAIN APACHE TRIBE

BY:

TITLE: Frank J. Endfield, Jr.
Frank J. Endfield, Jr. Vice-Chairman

ATTEST:

Cydy Harvey
Cydy Harvey, Tribal Council Secretary

WELLS FARGO BANK

BY:

ATTEST:

**BYLAWS OF THE
WHITE MOUNTAIN APACHE TRIBE
PUBLIC SAFETY PENSION BOARD**

PREAMBLE

The White Mountain Apache Tribe, a federally recognized tribal government (the "Tribal Government"), has established the White Mountain Apache Tribe Public Safety Pension Board (the "Board") to serve as the administrative board to the White Mountain Apache Tribe Public Safety Pension Plan (the "PSP"). By Tribal Council Resolution No. _____, the Tribal Government hereby adopts these Bylaws in order to direct and authorize the Board's management of the PSP, and to provide for the orderly transition and appointment for membership to the Board.

I GOVERNMENTAL INSTRUMENTALITY

1.0 The Board shall operate as a governmental entity / instrumentality of the Tribal Government, charged with responsibility of conducting and overseeing day to day administration of the PSP and its related Trust for, and on behalf of, the Tribal Government. It is the Tribal Government's intent that the Board be conducted and operated, to the extent possible, in a manner which is consistent with the promotion of tribal self-sufficiency, and strong tribal government. To foster such intent, the Board is directed to operate the PSP, to the extent possible, in accordance with the laws, regulations, and exemptions applicable to governmental employers, taking into account the Tribal Government's sovereign status and governmental responsibilities. The Board is a subordinate entity of the Tribal Government.

II ADMINISTRATION

2.0 CREATION OF BOARD.

(a) Scope. The Council has created the Board to perform the administrative duties of the PSP. The White Mountain Apache Tribe Pension Committee, however, shall retain oversight over financial management issues related to the PSP.

(b) Membership. The Board shall consist of five voting members, and three nonvoting advisors who shall hold office as follows:

VOTING MEMBERS:

One (1) member shall be the chairperson of the White Mountain Apache Tribe Pension Committee. His / her term shall coincide with his / her service as chairperson of the Tribe's Pension Committee.

One (1) member shall consist of a PSP eligible member of the Fire Department. Said member shall be selected by a vote of the pension eligible employees of the Fire Department. His / her term shall be for 2 years. Elections shall be held during the first week of October. Until initial elections are conducted, the Fire Chief shall serve as the interim representative.

One (1) member shall consist of a PSP eligible member of the Police Department. Said member shall be selected by a vote of the pension eligible employees of the Police Department. His / her term shall be for 2 years. Elections shall be held during the first week of October. Until initial elections are conducted, the Chief of Police shall serve as the interim representative.

One (1) member shall consist of a PSP eligible member of the Detention Section of the Police Department. Said member shall be selected by a vote of the pension eligible employees of the Detention Section. His / her term shall be for 2 years. Elections shall be held during the first week of October. Until initial elections are conducted, the Detention Administrator shall serve as the interim representative.

One (1) member shall consist of a PSP eligible member of the Wildlife and Outdoor Recreation Division. Said member shall be selected by a vote of the pension eligible employees of the Wildlife and Outdoor Recreation Division. His / her term shall be for 2 years. Elections shall be held during the first week of October. Until initial elections are conducted, the Chief Ranger shall serve as the interim representative.

NONVOTING ADVISORS:

One (1) nonvoting advisor shall consist of a representative from the Tribal Government's finance / accounting / payroll department(s). Said advisor shall be recommended by the Treasurer.

One (1) nonvoting member shall consist of a representative from the Tribal Government's legal department. Said advisor shall be recommended by the General Counsel.

One (1) nonvoting member shall consist of a representative from the Tribal Government's computer department. Said advisor shall be recommended by Director of said Department.

(c) Removal/Resignation/Successors. The members of the Board may resign with thirty (30) days notice in writing to the Council, and may be removed by a duly adopted resolution of the Council. Upon resignation or removal of a member or members, the Board shall operate with full authority with the remaining member(s) until replacement(s) is/are appointed. All successor appointments shall be made through Board recommendation, and confirmation by the Tribal Council. If no members remain, the Council itself shall serve in place of the Board.

2.1 COMPENSATION.

The Board members shall serve without compensation. The Board members shall be subject to their department pay and expense reimbursement policies while performing PSP duties.

2.2 CHAIRMAN, VICE CHAIRMAN, AND SECRETARY.

The Board shall elect a chairman and vice chairman from among its members. The

Chair, or in the absence of the Chair, the Vice Chair, shall preside over all meetings. The Board shall also elect a secretary. The secretary of the Board or his / her designee shall record all acts and determinations of the Board and shall preserve and retain custody of all such records, together with such other documents as may be necessary for the administration of this PSP or as may be required by law.

2.3 MAJORITY VOTE; QUORUM; AND EXECUTION OF INSTRUMENTS.

In all matters, questions and decisions, the action of the Board shall be determined by a majority vote. Board action shall require a quorum of three voting members; The Chair and Vice Chair shall be treated as voting members for purposes of meeting a quorum. However, the Chair, or a presiding Vice Chair, in the absence of the Chair, shall vote only in the case of a tie. The Chair or Vice Chair must be in attendance to conduct Board business. The Board may meet informally or take any ordinary action without the necessity of meeting as a group. The Chair or Vice Chair may execute documents on behalf of the Board.

2.4 ALLOCATION OF RESPONSIBILITIES AMONG BOARD MEMBERS.

The Board may allocate responsibilities among its members or designate other persons to act on its behalf. Any allocation or designation, however, must be set forth in writing and must be retained in the permanent records of the Board.

2.5 CONFLICT OF INTEREST.

No member of the Board who is a participant in the PSP shall take part in any action in connection with a benefit claim/review submitted by said Board member with regard to his or her own participation in the PSP. Such action shall be voted or decided by the remaining members of the Board, or by another individual appointed by the Council to vote on or decide such action if a quorum cannot otherwise be met.

2.6 ADMINISTRATIVE POWERS OF THE BOARD.

(1) GENERAL POWERS. The Board shall have the power and discretion to perform the administrative duties described in the PSP; excepting those related to financial management and oversight issues which are expressly reserved to the White Mountain Apache Tribe Pension Committee. Without limiting the generality of the foregoing, the Board shall have the power and discretion to construe and interpret the PSP, to hear and resolve claims relating to the PSP, and to decide all questions and disputes arising under the PSP. The Board shall determine, in the exercise of its discretion, but subject to consultation and approval of the Pension Committee as to matters impacting the financial integrity of the PSP, the eligibility of employees to participate in the PSP, the service credited to the employees, the status and rights of a participant, and the identity of the beneficiary or beneficiaries entitled to receive any benefits payable on account of the death of a participant.

(2) BENEFIT PAYMENTS. The Board shall determine, subject to the terms of the PSP and applicable actuarial calculations, the manner and time of payment of benefits thereunder.

(3) EXERCISE OF DISCRETION: DECISIONS FINAL. All powers and duties conferred on the Board shall be exercised or performed by the Board in the exercise of its

discretion regardless of whether a PSP provision conferring such power or imposing such duty specifically refers to the Board's discretion.

(4) LEGAL REPORTING AND DISCLOSURE RESPONSIBILITY. The Board shall file all reports and forms lawfully required to be filed with regard to the PSP with any governmental agency or department, as applicable, and shall distribute any forms, reports, statements or PSP descriptions lawfully required to be distributed to participants and others by any governmental agency or department, Tribal, Federal or state. The Board shall consult legal counsel as to all reporting requirements.

(5) ANNUAL REPORTS TO COUNCIL. The Board shall report to the Council regarding the administrative activities of the PSP not less frequently than annually.

III ADMINISTRATION OF CLAIMS.

3.0 GENERAL AUTHORITY.

The Board, rather than the Tribal Council, the Tribal Court, or other entities or political bodies, shall have the primary responsibility to administer and/or oversee claims related to the PSP.

3.1 FILING OF CLAIM AND FIRST LEVEL APPEAL.

A participant or beneficiary entitled to benefits under the PSP shall complete any claim / benefit forms required for the processing of benefits under such program. If a person is dissatisfied with the determination of his benefits, eligibility, participation or any other right or interest under the PSP, such person may file a written statement setting forth the basis of the claim with the Board in a manner prescribed by the Board; provided that if the benefit is an insured benefit that utilizes an outside claims administrator, initial claims must first be submitted for review before the outside claims administrator pursuant to forms and procedures employed by the claims administrator. In connection with the determination of a claim, or in connection with review of a denied claim, and regardless of whether the review is conducted by the Board or an outside claims administrator, the claimant may examine the pertinent PSP documents generally available to participants relating to the claim, and may submit comments in writing.

3.2 NOTICE OF INITIAL APPEAL DECISION.

A written notice of the disposition of an initial appeal shall be furnished to the claimant within thirty (30) days after the claim is filed with the Board or, if an outside claim administrator is used, within the period established pursuant to the claim administrator's written claim procedures. Any Notice of Decision shall refer, if appropriate, to pertinent provisions of the applicable PSP, shall set forth in writing the reasons for denial of the claim if the claim is denied (including references to any pertinent provisions of the PSP), and where appropriate shall explain how the claimant can perfect the claim.

3.3 FINAL LEVEL APPEAL TO THE PENSION COMMITTEE.

If a claim is denied at the first level appeal, in whole or in part, the claimant shall also be notified in writing that a final level appeal procedure is available. Thereafter, within ninety (90)

days after receiving the written notice of the first level appeal decision, the claimant may request in writing, and shall be entitled to, a review meeting with the Pension Committee to present reasons why the claim should be allowed. The claimant shall be entitled to be represented by counsel at the review meeting. The claimant also may submit a written statement of his claim and the reasons for granting the claim. Such statement may be submitted in addition to, or in lieu of, the review meeting with the Pension Committee. The Pension Committee shall have the right to request of and receive from a claimant such additional information, documents or other evidence as the Pension Committee may reasonably require. If the claimant does not request a review meeting within ninety (90) days after receiving written notice of the Board's disposition of the claim, the claimant shall be deemed to have accepted the Board's written disposition, unless the claimant shall have been physically or mentally incapacitated so as to be unable to request review within the ninety (90) day period.

3.4 DECISION FOLLOWING FINAL REVIEW.

A decision on review shall be rendered in writing by the Pension Committee ordinarily not later than sixty (60) days after review, and a written copy of such decision shall be delivered to the claimant. If special circumstances require an extension of the ordinary period, the Pension Committee shall so notify the claimant. In any event, if a claim is not determined within one hundred twenty (120) days after submission for review, it shall be deemed to be denied.

3.5 DECISIONS FINAL; PROCEDURES MANDATORY; TRIBAL SOVEREIGNTY.

To the extent permitted by law, a decision on review by the Board (or Pension Committee if appealed) shall be binding and conclusive upon all persons whomsoever. To the extent permitted by law, completion of the claims procedures described in this Section shall be a mandatory precondition that must be complied with prior to commencement of a legal or equitable action in connection with the PSP by a person claiming rights under the PSP or by another person claiming rights through such a person. The Board or Pension Committee (as appropriate) may, in its sole discretion, waive these procedures as a mandatory precondition to such an action. After exhausting internal claims procedures, a claimant who is still not satisfied may seek judicial review if he / she believes that the Pension Committee has abused its discretion in hearing the appeal, but only after applying to the Tribal Council for permission to bring a legal action. Neither the Board nor the Pension Committee is authorized to waive Tribal sovereignty, which may be waived only by specific and express Council action. All matters and disputes related to any Tribal benefits program shall be determined within the exclusive jurisdiction of the White Mountain Apache Tribe, Tribal Courts.

IV. GENERAL MATTERS

4.0 INDEMNIFICATION; INSURANCE.

Each present, former, and future Board member shall be entitled, without prejudice to any other rights he/she may have, to be reimbursed and indemnified, from the Tribe for any of the following: all legal and other expenses reasonably incurred by him/her in connection with any claim, action, suit or proceeding of whatever nature in which he/she may be involved as a proceeding of whatever nature in which he/she may be involved as a party or otherwise by reason of his/her having served as a member of the Board, or by reason of any action alleged to have been taken or omitted by him/her as any such member. Reimbursement and indemnification

under this section includes amounts paid or incurred in connection with reasonable settlements made (i) with a view to curtailment of costs of litigation; and (ii) with the approval of a majority of the Board, other than those involved, whether or not such majority constitutes a quorum. No such reimbursement of indemnification shall relate to any expense incurred or settlement made in connection with any matter arising out of gross negligence or misconduct of such member or officer as determined either by a court of competent jurisdiction or, in the absence of such a determination, by such majority of the members acting on the advice of counsel. The Board and its members, officers, employees, and agents shall not be liable to anyone for making any determination as to the existence or absence of liability, or for making or refusing to make any payment hereunder on the basis of such determination, or for taking or omitting to take any other action hereunder, in reliance upon the advice of counsel. The Board may further purchase fiduciary, errors and omissions coverage, or other such insurance protection as it deems prudent and consistent with Tribal policy, in order to reduce the Tribe's exposure to liability and/or indemnification obligations hereunder or under the PSP.

4.1 AMENDMENT OF BYLAWS

Subject to any provision of law applicable to the amendment of Bylaws, these Bylaws, may be altered, amended, or repealed and new Bylaws adopted as follows:

- (1) said change must be evidenced by a written document, executed and approved by a minimum of four members of the Board;
- (2) said change must obtain the approval of the Tribal Council, and be supported by duly adopted Council resolutions.

4.2 STATUTORY AGENT

The Chairman of the Board shall be the agent of the Board for the purposes of accepting service of process.

4.3 NO WAIVER OF SOVEREIGNTY.

The Board is not authorized to waive Tribal sovereign immunity. Any such waivers must be specifically addressed to the Tribal Council.

IN WITNESS WHEREOF, the Tribal Council has approved these Bylaws as executed by its duly authorized representative on this ____ day of _____, 2003.

WHITE MOUNTAIN APACHE TRIBE

By: _____
Title: _____

**SECOND AMENDMENT TO THE
WHITE MOUNTAIN APACHE TRIBE
RETIREMENT SAVINGS AND 401(K) PLAN**

Effective May 1, 1991, the White Mountain Apache Tribe, a federally recognized Tribal government (the "Employer"), established the "White Mountain Apache Tribe Retirement Savings Plan", now known as the "White Mountain Apache Tribe Retirement Savings and 401(k) Plan" (the "Plan"). The Plan was amended on multiple occasions and, effective May 1, 2001, the Plan was amended and restated in its entirety to reflect certain legislative changes (GUST, CRA and EGTRRA). By this instrument, the Employer intends to amend the Plan to coordinate its provisions with the Tribe's Public Safety Plan.

1. The provisions of this Second Amendment shall be effective as of September 7, 2003, except as otherwise set forth below.
2. This Amendment shall amend only those sections of the Plan set forth herein, and those sections not amended shall remain in full force and effect.
3. Section 3.1 of the Plan is hereby amended by adding the following new paragraph (f) to the end thereof as follows:

(f) PUBLIC SAFETY PLAN PARTICIPANTS. Notwithstanding anything herein to the contrary, the eligibility and participation provisions of this Plan shall be coordinated with the Tribe's Public Safety Plan. Any Employee who is eligible to participate in the Tribe's Public Safety Plan (hereafter, a "PSP Eligible Participant") shall not be required or eligible to make Employee Basic Contributions in accordance with Section 4.1 of this Plan (or, as a result, receive Employer Regular or Special Matching Contributions pursuant to Article 5 of this Plan). An Employee's participation in the Tribe's Public Safety Plan shall not impact the Employee's right, however, to make Employee Voluntary Contributions in accordance with the provisions of this Plan (pre-tax or post tax). All contributions to the Plan by a PSP Eligible Employee shall be treated as Voluntary Contributions. The provisions of this paragraph (f) shall be effective as of September 7, 2003, or as soon thereafter as initial contributions to the Public Safety Plan begin, and shall supersede any provision of the Plan to the contrary.

In all other respects, a PSP Eligible Participant shall be treated the same as all other Participants hereunder.

4. Section 4.1(a) of the Plan shall be amended by adding the following sentence to the end thereof as follows:

Notwithstanding the foregoing, a Participant who is eligible to participate in the Tribe's Public Safety Plan shall not be eligible to direct the Employer to make Employee Basic Contributions on the Participant's behalf, effective as of September 7, 2003 or as soon thereafter as Employer contributions to the Public Safety Plan begin.

IN WITNESS WHEREOF, the Employer has caused this Second Amendment to be executed by its duly authorized representative as of the date set forth below.

WHITE MOUNTAIN APACHE TRIBE

Dated: _____

Its: _____



Wells Fargo
Defined Benefit Service Agreement

for

White Mountain Apache Tribe
Public Safety Pension Plan

Service Agreement

Effective: July 1, 2003

This Service Agreement for the **White Mountain Apache Tribe Public Safety Pension Plan** (the "Plan") has been established by and between **Wells Fargo Bank Arizona, N.A.** ("Wells Fargo") and the **White Mountain Apache Tribe**, a federally recognized tribal government ("Employer"). The Employer sponsors the Plan and serves as plan administrator of the Plan, except to the extent specific services are provided by outside service providers. The Agreement sets forth the services that Wells Fargo will provide with regard to the Plan, establishes general performance expectations for such services, and clarifies the respective roles and responsibilities of the parties involved.

By entering into this Service Agreement, Wells Fargo acknowledges that it has expertise in the pension area, and that its services (whether fiduciary or non-fiduciary) are being retained based upon the expectation and representation of that expertise.

Notwithstanding anything herein to the contrary, it is the Employer's position that it is entitled to the same ERISA and IRC exemptions provided to State and other local governments. It is acknowledged, however, that said exemptions shall not permit Wells Fargo to act below the standard of care it would normally adhere to in providing services to an ERISA plan.

General Information

Company Name: White Mountain Apache Tribe

Primary Contact: Gwendena Real Bird

Address: P.O. Box 700
Address (line 2): White River, AZ 85941

Plan Year End: 4/30 Trust EIN (if applicable): _____

Corp. Year End: 4/30 Employer EIN: 86-0092030

No. of Employees: 65 Plan #: 003

Type of Entity: Tribal government

Names of Related Service Providers:

Payroll Provider: In-house

Contact Name _____
Address _____

Phone _____
Fax _____

In-House Payroll Contact:

Contact Name Roger Jacob
Phone 928-338-4346 ext 250
Fax _____
E-Mail rjacob@wmat.nsn.us

ACH Contact:

Contact Name Michelle Austin
Phone 928-338-4346 X 229
Fax _____
E-Mail michellea@wmat.nsn.us

Prior Trustee: N/A
 Contact Name _____
 Address _____
 Phone _____
 Fax _____

Auditor: _____
 Contact Name _____
 Address _____
 Phone _____
 Fax _____

Actuary Personalized Pensions, Inc.
 Contact Name Thomas D. Hansen
 Address 7349 Via Padeo Del Sur, Suite
515-435
Scottsdale, AZ 85258
 Phone 480-596-4015
 Fax 480-596-3663
 E-Mail thansen@personalizedpensions.com

Internal Legal Counsel: White Mountain Apache Tribe
 Contact Name George Hesse
 Address P.O. Box 700
White River, AZ 85941
 Phone _____
 Fax _____
 E-Mail ghesse@wmat.nsn.us

External Legal Counsel: Yoder Law Offices, P.C.
 Contact Name Robert R. Yoder
 Address 5080 N. 40th St., Suite 335
Phoenix, AZ 85018
 Phone 602-808-9578
 Fax 602-468-0442
 E-Mail Yoder@pc.att.net

Other Plans and Affiliates

Does the Employer currently maintain a defined benefit plan? Yes No
 Does the Employer maintain another defined contribution plan? Yes No
 Is the Employer part of:
 An affiliated service group? Yes* No
 A controlled group of businesses? Yes* No

*If yes, please list additional company names below:

Are they adopting the Plan?
 Yes No
 Yes No

*The tribal government is not a stock corporation and does not therefore fit within the control group definitions of Internal Revenue Code Section 414. However, the tribal government does, through its elected governing council, control various enterprises and divisions.

Will Wells Fargo work with one centralized office? Yes No
 If no, please provide a list of additional divisions/locations.

Contact Name
 Company _____
 Address _____
 Phone _____
 Fax _____

Contact Name
 Company _____
 Address _____
 Phone _____
 Fax _____

Trustee Services

Asset Custody:

- Wells Fargo will register and safekeep all Plan assets, execute all buy, sell and reinvestment transactions, and collect and report all dividend and interest payments.
- The Employer will transfer contributions to Wells Fargo via internal debit.

Trust Reporting:

- Wells Fargo will prepare quarterly asset statements, unless otherwise agreed, describing all asset positions as of the period ending date and listing transactions that have occurred during the period. These statements will be sent or made available within 15 calendar days of the end of the reporting period, unless good cause exists for delay and such good cause is promptly communicated to Employer so that both parties can work together to remedy the situation.
- Wells Fargo will send or otherwise make available annual asset statements within 90 calendar days of plan year-end. The year-end asset statement package includes summary schedules of reportable transactions, at no extra charge, required for the preparation of Form 5500 (should a 5500 be required for this Plan).
- Wells Fargo and the Employer agree that the above-referenced statements shall satisfy the notification requirements of 12 CFR §12.5 in lieu of the notification requirements of 12 CFR §12.4. The Employer realizes that it can receive written notification pursuant to 12 CFR §12.4 of the confirmations of all security transactions that have been directed by the Employer or by the Plan participants at no additional cost by notifying Wells Fargo in writing. (12 CFR §12.4 requires a national bank to give a customer either written notification with disclosures or a copy of the registered broker/dealer's confirmation for all security transactions. 12 CFR §12.5 allows a national bank to elect to use alternative forms and times of notification, such as a disclosure in a Service Agreement.)

Contribution Processing:

- Wells Fargo will invest contributions as soon as administratively feasible and in any event within three business days after receipt. However, if extenuating circumstances shall arise, Wells Fargo may delay the investment of contributions until it is reasonably able to do so, provided that Wells Fargo promptly inform the Employer of such delay so that all parties can work together to remove the cause of such delay. Wells Fargo may also delay the investment of any contribution until good funds are received, and good funds received after 2:00 p.m. on any day will generally not be invested until the next day trading is allowed in each relevant investment. Wired funds or funds debited from a Wells Fargo account are always considered "good funds," while checks and other funds are not considered "good" until actually collected.
- Employee payroll cycles are bi-weekly. The Employer will remit salary deferral contributions on the earliest date that they can reasonably be segregated from the Employer's general assets, and will typically remit such contributions in the same frequency as the Employer's payroll cycles; provided that the Employer may in any event remit such contributions within the timeframes set forth in the Plan.
- As of the initial effective date of this Agreement, and subject to the Employer's right to amend the Plan, the Employer will remit employer contributions the same as salary deferrals.

Distributions/Withdrawals/Third Party Payments:

- Withdrawals and distributions will be paid only at the written direction of the Employer or an authorized designee.
- Withdrawals and distributions will normally be paid to the named Participant or Beneficiary (or to the designated eligible retirement plan, if applicable) by the end of the 3rd business day after the approved forms are received. Wells Fargo may delay processing distributions if extenuating circumstances arise that make distribution processing infeasible; provided that Wells Fargo promptly inform the Employer of such delay so that all parties can work together to remove the cause of such delay. In such cases, Wells Fargo shall process distributions as soon as reasonably possible.
- Payments to third party providers are normally issued within 5 business days of receipt of proper written authorization.
- Wells Fargo will comply with relevant federal income tax withholding and reporting laws on benefit payments. For all such purposes, unless the Employer provides Wells Fargo with contrary information in a format and according to a time frame specified by Wells Fargo, the Employer authorizes Wells Fargo to assume that each recipient of Plan benefits is a resident of the United States.
- The Employer shall be responsible for locating missing Participants and beneficiaries who are entitled to benefit payments from the Plan; provided that Wells Fargo shall be responsible for promptly informing Employer when it is reasonably expected (through return mail or otherwise) that a participant or beneficiary may be missing; provided that Wells Fargo shall be responsible for promptly informing the Employer when it is reasonably expected (through return mail or otherwise) that a Participant or beneficiary may be missing. Wells Fargo shall provide guidance on programs that may be utilized to locate missing Participants.

Investment Services

- Wells Fargo will invest Plan assets according to the Investment Guidelines, as selected and directed by the Employer as named fiduciary.
- The Investment Guidelines for Wells Fargo Managed Allocation Portfolios are attached to this Agreement as Exhibit E.

Investment Performance Results

- Wells Fargo will send quarterly results to the Employer and will conduct a formal investment review annually.
- Wells Fargo shall assign an investment specialist to the Plan to help the Employer identify investment issues and concerns about the Plan.

Additional Services

- The Employer shall be responsible to determine if any domestic relations order is qualified and to provide written confirmation of its determination to the appropriate parties, including Wells Fargo. Wells Fargo can provide procedures, checklists, and templates of forms and correspondence to assist the Employer throughout this process. Wells Fargo can also provide assistance to the Employer regarding whether the proposed division is feasible if requested to do so.
- The Employer is primarily responsible for providing required notices and disclosures to Plan Participants, beneficiaries and alternate payees, and for ensuring compliance with any applicable notice period requirements.

General Terms of Service

Scope of Responsibility

- Other than the services performed by Wells Fargo in its role as Plan trustee, which Wells Fargo acknowledges that it executes in a fiduciary role, all services described in or contemplated by the Service Agreement will be performed by Wells Fargo in its role as service provider for the Employer, and the Employer's execution of the Service Agreement constitutes the appointment of Wells Fargo for such purposes. While serving in its role as service provider, Wells Fargo shall adhere to professional standards of care for such service providers with experience in the industry. Wells Fargo's appointment under this paragraph does not include the delegation to Wells Fargo of any discretionary authority or control over Plan administration. The Employer, rather than Wells Fargo, remains the Plan Administrator of the Plan as set forth in the Plan document.
- Except insofar as it explicitly provides by its terms, the Service Agreement shall not be construed to alter the division of Plan responsibilities, as provided in the Plan, or to provide that Wells Fargo is responsible for: (i) complying with the reporting and disclosure requirements of ERISA, if applicable, (including but not limited to the preparation, distribution and/or filing of summary plan descriptions, summary of material modifications, annual reports, and summary annual reports); (ii) revising or adopting the governing Plan document(s); (iii) advising the Employer regarding necessary or desirable Plan amendments;

(iv) submitting or paying the filing fee for determination letter applications; (v) accepting administrative forms; or (vi) performing other aspects of Plan administration. The Employer acknowledges responsibility for ensuring the Plan's ongoing qualification under the tax laws and for compliance with the other applicable law in both form and operation. The foregoing reference to ERISA shall not be construed to make applicable any provisions of federal law to which the Employer is entitled to exemption due to its Governmental status.

- Wells Fargo has no duty to require any Plan contribution(s) to be made, to determine that the contributions it receives comply with the provisions of the Plan or with any action of the Employer providing therefore, to collect any contributions payable under the terms of the Plan, or to determine the deductibility of Plan contributions. Wells Fargo's responsibilities under this Service Agreement shall be limited to the sums of money, securities, and other property it actually accepts. The Employer, as a fiduciary to the Plan, is responsible to make contributions in accordance with the Plan document. Notwithstanding the foregoing, Wells Fargo shall inform Employer should Wells Fargo acquire knowledge that contributions are not submitted as required, so that the parties can work together to remedy the same.
- The Employer further understands and acknowledges that Wells Fargo is not in the business of providing legal or tax advice, and agrees to seek appropriate independent review of the governing Plan document(s), the Plan's administrative procedures and forms, and other Plan-related materials by qualified professionals. Although Wells Fargo may provide assistance from time to time with respect to notices, disclosures, consents, etc., the Employer is responsible for the appropriateness and the legal adequacy of such forms and procedures.

Fees and Expenses

- In general, Wells Fargo's fees for services are detailed in Exhibits B, B-1, C, and D, attached as part of this Service Agreement, which may be amended by mutual agreement of the parties from time to time. Fees for additional services may also be negotiated between the parties from time to time, and will generally be assessed on a time and expense basis. Fees will be due for all services performed by Wells Fargo through the date of termination of services by Wells Fargo.
- If any fees remain unpaid after 90 days Wells Fargo may deduct such amounts from the Trust upon Employer's failure to comply with a written notice and demand describing the same; provided that the fees are consistent with the terms of this Agreement, are for services actually rendered, and provided such procedures are consistent with the Plan and Trust.
- Wells Fargo shall hold cash uninvested as is reasonably necessary during the period of time in which a benefit distribution check is outstanding, an investment transaction is pending, or any similar transaction is in progress, without liability for interest thereon and notwithstanding that Wells Fargo or a related entity may benefit directly or indirectly from such uninvested cash. It is acknowledged that Wells Fargo's handling of uninvested cash is consistent with usual and customary banking and fiduciary practices, and any earnings realized by Wells Fargo will be considered compensation for its bank services in addition to its regular fees.
- If the Employer wishes to have the Plan's trust pay any fees or expenses, or wishes to be reimbursed by the trust for any fees or expenses previously paid by the Employer, the Employer shall be responsible for determining which fees and expenses may properly be paid or reimbursed by the trust.

General

- The terms of this Service Agreement shall become effective on the date of its acceptance, and shall continue in force until amended by the parties or terminated by any party upon

sixty (60) days written notice to the other parties. Unpaid fees for services performed prior to the cancellation date shall become due and payable no later than the termination date.

- The Employer agrees that the expectations and time frames expressed in the Service Agreement are acceptable and adequate to meet applicable requirements. Wells Fargo's performance may deviate from the established expectations from time to time, e.g. due to its receipt of poor or incomplete data, interruptions or delays affected by information or communications systems, exchange or market rulings, disruptions in orderly trading on any exchange or market caused by market volatility or trading volume, suspension of trading, computer or operational system failures, "Acts of God", or other unusual circumstances. Wells Fargo shall not be liable for occasional failures to meet any expectation expressed in the Service Agreement, provided Wells Fargo promptly informs the Employer so that the parties can work together to remedy the same.
- The Employer will release Wells Fargo from liability and indemnify and hold it harmless against any consequences of any action taken or omitted by it in good faith or in reliance upon the direction of the Employer or its authorized representative in performing services under the terms of the Service Agreement, including all Exhibits; provided that said release and indemnity shall not apply in the event of the negligence of Wells Fargo. Wells Fargo, in turn, indemnifies and holds harmless the Employer for Wells Fargo's negligence.
- The Service Agreement may be amended from time to time by the parties. Except as specifically provided herein, the Plan and Trust document(s), and the Service Agreement with its related Exhibits constitute the entire agreement between the parties, and is intended as a complete expression of that agreement. Prior dealings and/or agreements and past services shall not supplement, explain or vary any of the terms herein.
- Wells Fargo may delegate certain services to be performed by its affiliates as it determines is appropriate; provided that Wells Fargo remains liable for performing any duties hereunder.
- The Service Agreement is binding upon and shall inure to the benefit of each of the parties, their successors and assigns. If any term or provision of the Service Agreement shall be invalid or unenforceable to any extent, the remainder shall be unaffected, and all other terms or provisions will continue to be valid and enforceable to the fullest extent permitted by law.
- The Service Agreement shall be governed by the laws of the White Mountain Apache Tribe, except to the extent preempted by federal law or to the extent required for NASD compliance. In the absence of controlling law, the parties shall look for guidance to the laws of the State of Arizona and/or to the duties established by NASD. Any judicial action regarding this Service Agreement shall be brought in the White Mountain Apache Tribal Courts.
- The Employer is responsible to maintain all plan records. If requested by the Employer, Wells Fargo will cooperate in providing such plan records as Wells Fargo has in its files at the time of such request, but Wells Fargo may charge a reasonable fee, in accordance with the Fee Schedule.
- The Employer shall be responsible for maintaining QDRO and claims procedures that satisfies the legal requirements as set forth in the Plan.
- Capitalized terms that are not separately defined in this Agreement shall be interpreted consistent with the Plan.

Confidentiality of Records

- Notwithstanding anything herein to the contrary, Wells Fargo shall keep all Employee and Plan information in strict confidence, except as necessary to comply with the terms of the Plan and this Service Agreement. Wells Fargo shall indemnify, defend, and hold harmless Employer or any employee or contractor of Employer from and against liability of any sort related to any breach of this provision by Wells Fargo, its employees, officers, directors, agents, contractors, affiliates, successors or assigns. By execution of this Service Agreement, Wells Fargo acknowledges its confidentiality duties herein, and that payroll and other personal employee and Plan information is being provided in reliance thereon.

Authorized Employer Communications

Authorized Employees

- Until otherwise advised in writing by the Employer, Wells Fargo may accept the authority and rely upon the instructions of, documents signed by, or request for information by any representatives of the Employer as indicated in the attached Exhibit A entitled Wells Fargo Retirement Plan Services – Authorized Signers and Communications. Additional documentation specifying persons authorized for various purposes may also be executed by the parties from time to time, and Wells Fargo shall be entitled to rely upon such documentation unless it has actual knowledge that any such person's authority has been revoked.

Fax Authorization

- The Employer authorizes Wells Fargo to act on written instructions conveyed by facsimile transmission, notwithstanding the fact that such instructions do not bear an original authorized signature, provided the instructions acted upon: (i) appear to be signed by a person entitled to give binding instruction to Wells Fargo, and (ii) are consistent with the established authority of such person. This authorization shall continue in effect until revoked or amended in writing delivered to Wells Fargo. To the extent that Wells Fargo acts within the scope of this authorization, and is not negligent in the performance of its duties, the Employer expressly relieves Wells Fargo from and indemnifies Wells Fargo against any liability that may directly or indirectly arise as a result of Wells Fargo's action or inaction based on such facsimile transmission.

E-mail Authorization

- The Employer authorizes Wells Fargo to act on written instructions conveyed by e-mail, notwithstanding the fact that such instructions do not bear an authorized signature, provided the instructions acted upon: (i) appear to have been sent from the computer of a person entitled to give binding instruction to Wells Fargo, and (ii) are consistent with the established authority of such person. The Employer acknowledges that information sent via e-mail may be less confidential than information sent by other methods. Wells Fargo shall not be liable for any loss of the confidentiality of information sent by e-mail prior to its reception. This authorization shall continue in effect until revoked or amended in writing delivered to Wells Fargo. To the extent that Wells Fargo acts within the scope of this authorization, and is not negligent in the performance of its duties, the Employer expressly relieves Wells Fargo from and indemnifies Wells Fargo against any liability that may directly or indirectly arise as a result of Wells Fargo's actions or inaction based on such e-mail transmission.

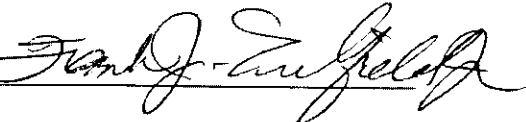
Acceptance

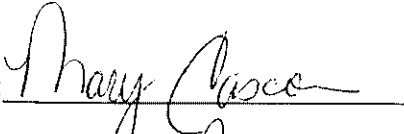
Client Name ("Employer"): White Mountain Apache Tribe
Plan Name ("Plan"): White Mountain Apache Tribe Public Safety Pension Plan

The undersigned individuals represent that they are duly authorized and empowered to take action on behalf of the Employer and Wells Fargo, respectively, and acknowledge that they execute this Acceptance to signify their agreement to the terms and conditions specified in the Service Agreement, including the Exhibits thereto.

White Mountain Apache Tribe

Wells Fargo

By: 

By: 

Its: Tribal Vice-Chairman

Its: Vice President

Date: August 28, 2003

Date: 9/19/03

Exhibit A

**Wells Fargo Retirement Plan Services
Authorized Signers and Communications
White Mountain Apache Tribe Public Safety Pension Plan – Plan # _____**

Date: August 28, 2003

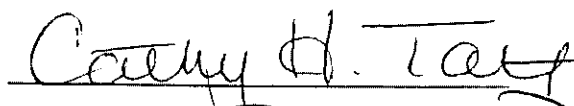

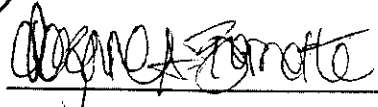
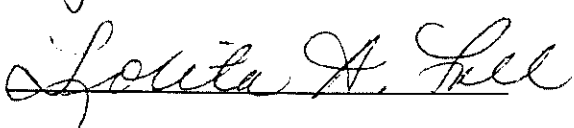
Employer/Company Name: White Mountain Apache Tribe

Account Name: White Mountain Apache Tribe Public Safety Pension Plan

Authorized Employees

* Until otherwise advised in writing by the Employer, Wells Fargo Bank, N.A. ("Wells Fargo") may accept the authority and rely upon the instructions of, documents signed by, or request for information by any representatives of the Employer as designated below. Additional documentation specifying persons authorized for various purposes may also be executed by the parties from time to time, and Wells Fargo shall be entitled to rely upon such documentation without question unless it has actual knowledge that any such person's authority has been revoked.

Authorized Employer Signatures

Name: <u>Cathy Tate</u> (full authority)	Signature: <u></u>
Name: <u>Gwendena Real Bird</u> (full authority)	Signature: <u></u>
Name: <u>Cheyenne Anderson-Burnette</u> (distributions and enrollments)	Signature: <u></u>
Name: <u>Lolita Fall</u> (distributions and enrollments)	Signature: <u></u>

Fax Authorization

- * The Employer authorizes Wells Fargo to act on written instructions conveyed by facsimile transmission, notwithstanding the fact that such instructions do not bear an original authorized signature, provided the instructions acted upon: (i) appear to be signed by a person entitled to give binding instruction to Wells Fargo, and (ii) are consistent with the established authority of such person. This authorization shall continue in effect until revoked or amended in writing delivered to Wells Fargo. To the extent that Wells Fargo acts within the scope of this authorization, and is not negligent in the performance of its duties, the Employer expressly relieves Wells Fargo from and indemnifies Wells Fargo against any liability that may directly or indirectly arise as a result of Wells Fargo's action or inaction based on such facsimile transmission.

E-mail Authorization

- The Employer authorizes Wells Fargo to act on written instructions conveyed by e-mail, notwithstanding the fact that such instructions do not bear an authorized signature, provided the instructions acted upon: (i) appear to have been sent from the computer of a person entitled to give binding instruction to Wells Fargo, and (ii) are consistent with the established authority of such person. The Employer acknowledges that information sent via e-mail may be less confidential than information sent by other methods. Wells Fargo shall not be liable for any loss of the confidentiality of information sent by e-mail prior to its reception. This authorization shall continue in effect until revoked or amended in writing delivered to Wells Fargo. To the extent that Wells Fargo acts within the scope of this authorization, and is not negligent in the performance of its duties, the Employer expressly relieves Wells Fargo from and indemnifies Wells Fargo against any liability that may directly or indirectly arise as a result of Wells Fargo's actions or inaction based on such e-mail transmission.

This Authorization shall continue in effect until revoked or amended in writing and delivered to Wells Fargo at the following address:

Wells Fargo
Attn: Mary Cascaes
100 W. Washington, 8th Floor
Phoenix, AZ 85003

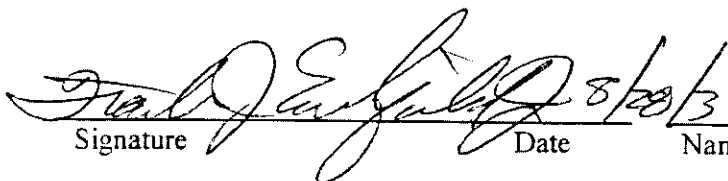
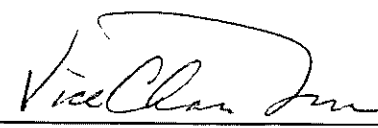
 8/20/13 
Signature Date Name and Title (print)

Exhibit B

**Fee Schedule
White Mountain Apache Tribe
Public Safety Pension Plan**

SET UP FEES

Plan Set Up

\$ 0

INVESTMENT MANAGEMENT FEES

Refer to Exhibit B-1 (Managed Allocation Portfolio fee schedule) for detail

\$ 2,500 (minimum)

TRUSTEE AND ADMINISTRATION FEES

Annual Trustee and Administration

\$ 2,500

- Asset custody
- Trust reporting
- Contribution processing
- Distribution/Withdrawal/3rd Party payment processing
- Investment performance reporting
- Tax report (1099's and 945)
- Provide guidance on QDRO's and missing participants

SUPPLEMENTAL FEES

Withdrawals/Distributions

\$10 per transaction

Wire Transfer of Funds

\$25 per transaction

Termination/Transfer Fees or Extraordinary Fees

See (1) below

- (1) Wells Fargo may be entitled to additional fees for extraordinary services necessary to administer your account or as required by the Plan or regulatory authorities. The time spent by Wells Fargo and any additional fees will be discussed and agreed with you in advance of the work being completed.

This fee schedule, together with fees referred to in Exhibits B-1, C and D constitute fees payable by the Plan. All fees and expenses due with respect to the Plan will be billed by Wells Fargo to the Employer on a quarterly basis, and shall be due not later than 30 days later than the billing date.

Signature

Date

Name and Title (print)

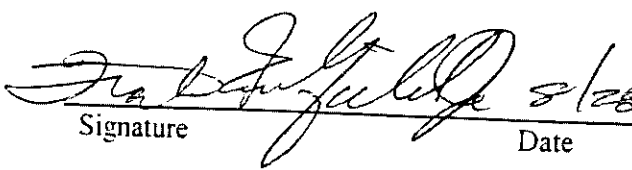
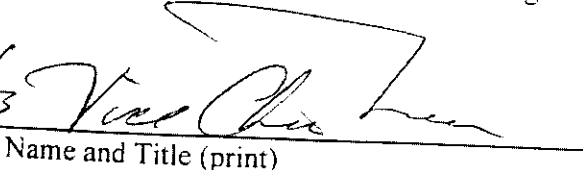
 8/28/13 

Exhibit B-1

Managed Allocation Portfolios Fee Schedule

INVESTMENT MANAGEMENT AND CUSTODY FEE

Except as noted below with respect to the Wells Fargo Funds, fees cover investment management and custody services provided by Wells Fargo to the account, including but not limited to, the development of investment guidelines, daily investment of cash, asset allocation, specific security selection, investment monitoring and periodic investment reviews, periodic (but no less frequent than quarterly) rebalancing of portfolios, custody of assets, collection of interest and dividends, periodic statements, and deposit and wire services.

The account will be charged a different level of fees for investments in Non-Wells Fargo Funds compared to investments in Wells Fargo Funds. These fees are based on the aggregate market value of the account holdings for each Fund category, prorated and billed to the Plan Sponsor quarterly. When the aggregate market value of assets in a category is less than \$3 Million, the tiered schedule applies. If the aggregate market value of assets within a category exceeds \$3 Million, no fee will be assessed on assets within that category.

Wells Fargo and/or its affiliates may provide services to Non Wells Fargo Funds and receive compensation for such services as set forth in a separate disclosure provided to the Plan Sponsor. The compensation received by Wells Fargo or its affiliates will be credited to the account.

Fees for both categories of Funds are charged as follows:

Non Wells Fargo Funds		
Market Value Account Charge (less than \$3 Million)		
0.55%	on the first	\$500,000
0.45%	on the next	\$250,000
0.35%	on the next	\$250,000
0.25%	on the next	\$2,000,000
Market Value Account Charge (over \$3 Million)		
0.25% on the entire market value		

Wells Fargo Funds		
Market Value Account Charge (under \$3 Million)		
0.30%	on the first	\$500,000
0.20%	on the next	\$250,000
0.10%	on the next	\$250,000
0.00%	on the next	\$2,000,000
Market Value Account Charge (over \$3 Million)		
0.00% on the entire market value category		

The Market Value Account Charge on Wells Fargo Funds represents a fee for custody services only, and does not include compensation for investment services. Wells Fargo and its affiliates retain all fees paid at the Wells Fargo Fund level for services provided to the Fund, such as investment advisory services. The fees payable to Wells Fargo or an affiliate are stated in the "Organization and Management of the Funds" and the "Summary of Expenses" sections of the Prospectus and in the "Management" section of the

Statement of Additional Information. The Statement of Additional Information is available upon request, by calling the Wells Fargo Funds at 1-800-222-8222.

MINIMUM ANNUAL FEE

A minimum annual account fee of \$2,500 will be charged for Accounts under \$500,000.

ADDITIONAL FEES

Any fees for services that are not covered in the above schedule will be disclosed in a separate schedule. All fees are assessed as the service is provided and billed quarterly except as otherwise disclosed.

FEES FOR EXTRAORDINARY SERVICES

Wells Fargo retains the right to charge special fees for extraordinary services not covered in its regular fee schedules.

Exhibit C

Approval of Fee Arrangements For Proprietary Mutual Funds (Managed)

Wells Fargo considers the purchase of the Mutual Funds listed in the following table (the "Proprietary Funds"), to be appropriate for the Retirement Plan referenced below because the purchase of such Funds is consistent with the investment guidelines and objectives of the Retirement Plan and are designed for retirement plan investors. Wells Fargo intends to purchase and continue to hold the Proprietary Funds in the Retirement Plan as of April 1, 2003. Wells Fargo will consider the purchase of a particular Proprietary Fund in the future only when such purchase is consistent with the investment guidelines and objectives of the Retirement Plan.

<u>Proprietary Mutual Fund Name</u>	<u>Cusip</u>
Montgomery Total Return Bond Fund R*	613828391
Wells Fargo Inflation Protected Bond Fund I	94975J698
Wells Fargo Cash Investment Money Market Institutional	VP7000046
Wells Fargo Stable Income I	94975H817
Wells Fargo Tactical Maturity I	94975P801
Wells Fargo Intermediate Government Income I	94975H874
Wells Fargo International Equity I	94975G645
Wells Fargo Large Company Growth I	94975G561
Wells Fargo Small Company Value I	94975P868

* The Montgomery Total Return Bond Fund is currently advised by Wells Capital Management, Inc., an affiliate of Wells Fargo. Wells Fargo has purchased certain business lines from Montgomery Asset Management. There is a proposal for this Fund to become part of the Wells Fargo Funds Trust, pending shareholder approval. If approved, there also will be a change of the fund's custodian from J. P. Morgan Chase Bank to Wells Fargo Bank Minnesota, N.A.

As an independent fiduciary and qualified representative of the Retirement Plan for which Wells Fargo has investment management responsibility, I acknowledge and agree to the following:

1. I have received this written notice from Wells Fargo, as a fiduciary with investment management responsibility, of its investment decision to purchase and continue to hold shares of the Proprietary Funds.
2. I have received a copy of the current prospectus for each of the Proprietary Funds which contains a disclosure of all services provided by

Wells Fargo Bank or its affiliates to the Funds and of all fees paid to Wells Fargo Bank or its affiliates as compensation for providing such services to the Proprietary Funds.

3. No sales commission will be paid in connection with the purchase of shares of the Proprietary Funds.

4. No redemption fee in connection with the sale of shares of the Proprietary Funds will be paid.

5. I previously received a copy of the current fee schedule applicable to the Retirement Plan. I understand that the Retirement Plan will not be charged an investment management or investment advisory fee by the trustee with respect to the assets of the Retirement Plan invested in shares of a Proprietary Fund for the period of such investment where such a fee is charged directly against the Proprietary Fund.

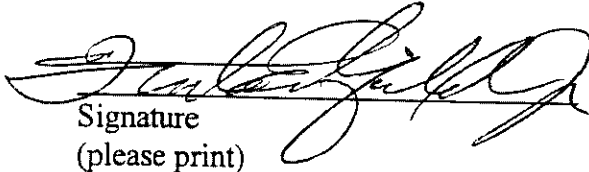
6. I represent that (a) I do not directly or indirectly control and am not directly or indirectly controlled by Wells Fargo or any affiliate of Wells Fargo; (b) I am not an officer, director, partner, or employee (or relative thereof) of Wells Fargo or an affiliate of Wells Fargo; and (c) I will not directly or indirectly receive any compensation or other consideration for my personal account in connection with the investment of Retirement Plan assets in any Proprietary Fund.

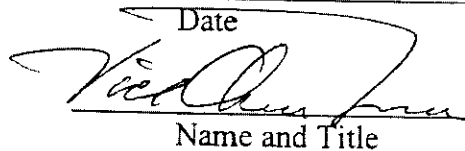
On the basis of the foregoing disclosures provided to me including, but not limited to, the prospectus for each of the Proprietary Funds which includes a description of the fees, I hereby approve the fee arrangements between Wells Fargo Bank or its affiliates and the Proprietary Funds on behalf of the Retirement Plan listed below.

White Mountain Apache Tribe
Public Safety Pension Plan

August 28, 2003

Date


Signature
(please print)


Name and Title

Signature
(please print)

Name and Title

Exhibit D

NOTICE OF FEE ARRANGEMENTS FOR MANAGED ACCOUNTS

August 1, 2003

Wells Fargo Bank, N.A. is the Trustee and Investment Manager of your qualified retirement Plan. Wells Fargo has invested in its discretion a portion of the Plan assets in certain mutual funds unrelated to Wells Fargo, as permitted by the Plan. Wells Fargo and/or its affiliates will receive fees from the mutual funds listed below for certain administrative services it provides to the Funds as described in the prospectus. Wells Fargo credits those fees to the Plan.

These fees are a part of fees already paid by the Fund shareholders as disclosed in the prospectus. These fees are not in addition to fees already being charged at the mutual fund level and do not result in an increased payment by the Plan. The fees the Trustee and Investment Manager will be receiving from certain mutual funds, which will be credited to the Plan are listed below:

Wells Fargo and/or its affiliates will receive fees from the indicated funds as follows:

Name of Mutual Fund	Share Class	<u>Annual Service Fees*</u>
Federated Total Return Bond	IS	25 bpts
Van Kampen Comstock	A	25 bpts
AIM Small Cap Growth	A	25 bpts

*Note: The fees described above can change upon advance written notice to the Employer.

If you do not consent to these fees, please notify your account manager by August 31, 2003 to discuss possible options. Wells Fargo values your business but is required to explain to you your right to object to the fees or terminate your agreement with Wells Fargo and find other service providers. If you do not object to these fees, you will be treated as having consented to them.

If you would like to receive additional information regarding the fees paid to the Bank with respect to the Plan, including additional copies of a fund prospectus, please contact your account manager.

Exhibit E

**Investment Guidelines for
Wells Fargo Managed Allocation Portfolios (MAP)**

Account Information

Account Name: White Mountain Apache Tribe Public Safety Pension Plan

Account Number(s): 15113600

Wells Fargo Capacity: (Please indicate by checking ALL boxes that apply)

Investment Manager Trustee Custodian Agent Record Keeper

Investment Objective

The investment objective for this Account is to realize an annual total investment return consistent with the level of risk undertaken by the Account consistent with the Profile selected below.

Acceptable Risk Preference: (Please indicate by checking box)

Low Moderate High

Investment Profile Selected: (Please indicate by checking box)

	Investor Characteristics	Long-term Norm	Stocks Min. - Max.	Bonds* Min. - Max.
MAP Money Market <input type="checkbox"/>	<ul style="list-style-type: none">Strong risk aversion need for liquidity and short term investment horizon.Risk level = low	0% Stocks 0% Bonds	0%	100%
MAP Fixed Income <input type="checkbox"/>	<ul style="list-style-type: none">Strong risk aversion, emphasis on high current income and maintenance of income at the expense of potential capital appreciation.Risk level = low	0% Stocks 100% Bonds	0%	100%
MAP Conservative <input type="checkbox"/>	<ul style="list-style-type: none">Emphases on current income, willing to tolerate some fluctuation in investment return.Risk level = low	20% Stocks 80% Bonds	15-25%	75-85%
MAP Moderate <input type="checkbox"/>	<ul style="list-style-type: none">Moderate risk aversion, emphasis on moderate growth and risk levels.Risk level = moderate	35% Stocks 65% Bonds	25-45%	55-75%
MAP Balanced <input checked="" type="checkbox"/>	<ul style="list-style-type: none">Balanced between moderate-income generation and moderate capital appreciation.Risk level = moderate	50% Stocks 50% Bonds	40-60%	40-60%

MAP Balanced Growth <input type="checkbox"/>	<ul style="list-style-type: none"> Focus is on capital appreciation and growth, willing to accept exposure to market volatility. Risk level = high 	60% Stocks 40% Bonds	60%	40%
MAP Balanced Growth w/ TAA <input type="checkbox"/>	<ul style="list-style-type: none"> Focus is on capital appreciation and growth, willing to accept exposure to market volatility. Utilizes Tactical Asset Allocation, portfolio may shift percentages within specific equity funds. Risk level = high 	60% Stocks 40% Bonds	50-70%	30-50%
MAP Growth <input type="checkbox"/>	<ul style="list-style-type: none"> Focus is on capital appreciation and growth, willing to accept market volatility. Risk level = high 	65% Stocks 35% Bonds	50-80%	20-50%
MAP Growth Plus <input type="checkbox"/>	<ul style="list-style-type: none"> Focus is on capital appreciation and growth, willing to accept market volatility. Utilizes Tactical Equity Allocation, portfolio may shift percentages within specific equity funds. Risk level = high 	65% Stocks 35% Bonds	50-80%	20-50%
MAP Aggressive Equity <input type="checkbox"/>	<ul style="list-style-type: none"> High-risk tolerance, focus on capital appreciation, willing to accept market volatility. Risk level = high 	80% Stocks 20% Bonds	65-95%	5-35%
MAP All Equity** <input type="checkbox"/>	<ul style="list-style-type: none"> Focus is on maximum capital appreciation; income is not a consideration, willing to accept market volatility. Risk level = high 	100% Stocks 0% Bonds	97-100%	0-3%
MAP Collective Moderate <input type="checkbox"/>	<ul style="list-style-type: none"> Moderate risk aversion, emphasis on moderate growth and risk levels utilizing collective funds for qualified retirement plans. Utilizes Tactical Asset Allocation, portfolio may shift percentages within specific equity funds. Risk level = moderate 	35% Stocks 65% Bonds	25-45%	55-75%
MAP Collective Balanced <input type="checkbox"/>	<ul style="list-style-type: none"> Balanced between moderate-income generation and moderate capital appreciation utilizing collective funds for qualified retirement plans. Utilizes Tactical Asset Allocation, portfolio may shift percentages within specific equity funds. Risk level = moderate 	50% Stocks 50% Bonds	40-60%	40-60%
MAP Collective 60/40 TAA <input type="checkbox"/>	<ul style="list-style-type: none"> Focus is on capital appreciation and growth utilizing collective funds for qualified retirement plans. Willing to accept exposure to market volatility. Utilizes Tactical Asset Allocation, portfolio may shift percentages within specific equity funds. Risk level = high 	60% Stocks 40% Bonds	50-70%	30-50%

MAP Collective Growth <input type="checkbox"/>	<ul style="list-style-type: none"> Focus is on capital appreciation and growth utilizing collective funds for qualified retirement plans, willing to accept exposure to market volatility. Utilizes Tactical Asset Allocation, portfolio may shift percentages within specific equity funds. Risk level = high 	65% Stocks 35% Bonds	50-80%	20-50%
MAP Collective Growth No TAA <input type="checkbox"/>	<ul style="list-style-type: none"> Focus is on capital appreciation and growth utilizing collective funds for qualified retirement plans, willing to accept exposure to market volatility. Risk level = high 	65% Stocks 35% Bonds	65%	35%
MAP Other <input type="checkbox"/>	<ul style="list-style-type: none"> Focus is on _____ Utilizes Tactical Asset Allocation, portfolio may shift percentages within specific equity funds. Utilizes Tactical Equity Allocation, portfolio may shift percentages within specific equity funds. Risk level = high 	% Stocks % Bonds	%	%

- Money market instruments are included in the bond asset allocation portion of MAP portfolios and may comprise a maximum of 3% of a portfolio. MAP may hold individual fixed income investments within the allowable bond percentage ranges for each portfolio in lieu of, or in combination with, the approved fixed income funds.
- The MAP All Equity portfolio allows a maximum of 3% allocation to money market instruments.

Asset Options

Wells Fargo will generally achieve this objective by investing the account's assets in Mutual or Collective Investment Funds. Wells Fargo may also invest the bond component of a portfolio in individual US Government obligation issues or other fixed income securities rated investment grade or higher. The portfolios of the Mutual or Collective Funds may hold common stock, fixed-income securities and money market instruments, among other possible types of investments. The proportion of the account's assets to be invested in each asset class represented by one or more Mutual or Collective Funds or individual fixed income investments will be determined by Wells Fargo in light of the account's diversification requirements, liquidity needs, and aversion to risk as specified by the investment objective above and the restrictions following.

Operating Procedures

Subject to the investment restrictions set forth below, Wells Fargo will establish initial target allocation percentages among the asset classes that are suitable for the profile selected. In order to achieve the investment objective of the account, Wells Fargo may vary the target allocation percentages within the ranges specified above as well as the investments utilized from time to time within each asset class. The account will be reviewed periodically to insure that the actual percentages in each asset class are within the current target allocation for the selected profile.

(Cash flow and differing investment performance of each investment within the selected profile may affect the actual proportions of each asset class in the account over time.) If the actual proportions are not within the percentage points of the target allocations above at the time of the periodic account review, the account will be rebalanced, in order to reflect the current target allocation more closely.

Investment Restrictions

- **Plan or Trust Limitations**

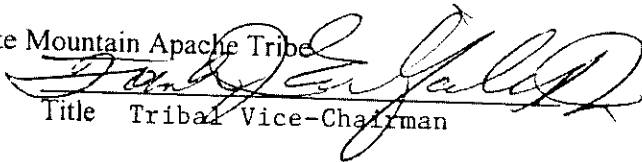
Please describe below any asset limitations to which the account is subject:

Should investment restrictions be imposed upon Wells Fargo as the fiduciary managing the assets of the account, Wells Fargo will determine the appropriate target allocations or asset classes that satisfy the stated restrictions.

The undersigned as qualified representatives of the account accept the terms indicated above with regard to acceptable risk preference, portfolio allocation ranges, asset options, operating procedures, and stated investment restrictions.

White Mountain Apache Tribe

By:


Title Tribal Vice-Chairman

Dated: August 28, 2003

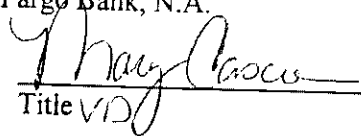
By:

Title

Dated:

Wells Fargo Bank, N.A.

By:


Title VDO

Dated: 9/19/03

Exhibit G

Authorization for Withdrawal

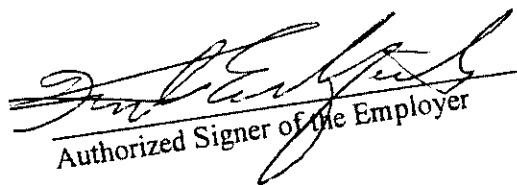
Pursuant to this Agreement, the Employer authorizes Wells Fargo to make withdrawals from the checking/savings account listed below for the Plan for:

- Salary deferral, employer safe harbor and employer discretionary nonelective contributions
- Retirement plan administrative fees

This authority will remain in effect until an authorized signer notifies Wells Fargo in writing to cancel it in such time as to afford Wells Fargo a reasonable opportunity to act on the cancellation.

White Mountain Apache Tribe Public Safety Pension Plan
Plan Name
Wells Fargo Bank
Name of Financial Institution
White River, AZ
Address of Financial Institution
4496853763
Checking/Saving Account Number

ABA Transit Number (between these symbols |: |: on the bottom left of your check) or attach copy of a voided check to this authorization.


Authorized Signer of the Employer

8/28/13
Date

Agreement

Between TDH Personalized Pensions, Inc.
and
White Mountain Apache Tribe Public Safety Pension Plan

This agreement is made and dated as of the date set forth between TDH Personalized Pensions, Inc. (TDHPPI) and White Mountain Apache Tribe Public Safety Pension Plan.

Recitals

A. Pursuant to provisions in applicable Plan documents the Plan Sponsor and Trustees are authorized to appoint professionals that they deem necessary or advisable in the performance of specific duties related to the successful operation of the White Mountain Apache Tribe Public Safety Pension Plan. White Mountain Apache Tribe Public Safety Pension Plan believes that it is advisable for TDH Personalized Pensions, Inc. to perform certain Actuarial and Administrative duties.

B. TDH Personalized Pensions, Inc. has entered into an agreement with White Mountain Apache Tribe Public Safety Pension Plan whereby TDHPPI will provide actuarial & administrative services and for the White Mountain Apache Public Safety Pension Plan.

Agreement

Now, therefore, in consideration of the mutual promises and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

2. TDH Personalized Pensions, Inc. Duties - Under this Agreement TDHPPI shall do the following for the White Mountain Apache Tribe Public Safety Pension Plan.

(a) Actuarial Services: TDHPPI shall prepare an Actuarial Valuation of the White Mountain Apache Tribe Public Safety Pension Plan as of January 1 of each year. The Actuarial Valuation will determine the contribution to the plan based on the plan provisions, the employee group to be covered, and the trust asset value as of the date of the Actuarial Valuation. The necessary information to complete the Actuarial Valuation will be provided to TDHPPI by the plan sponsor and trustees within a reasonable period of time to complete the Actuarial Valuation and assure proper funding of the plan.

(b) Distributions on termination of employment: TDHPPI will calculate benefit

values and vesting at the time of participant distribution. TDHPPI will provide instruction to the trustee for distribution amounts and participant elections. The Trustees of the Plan will distribute the benefits directly to plan participants based on the provisions of the plan. The Trustee of the Plan will be responsible for proper IRS withholding.

(c) TDHPPI shall prepare the annual 5500 (if applicable) and necessary filings with the IRS upon receiving all necessary and requested information from the White Mountain Apache Tribe Public Safety Pension Plan. If TDHPPI does not receive the necessary information in a timely fashion to file such forms they are hereby authorized to file an extension form 5558 to extend the filing date.

(d) TDHPPI shall keep participant voluntary accounts for mandatory employee contributions to the plan. Such accounts shall be kept each pay period and reported annually with the Actuarial Valuation for the Plan.

3. Termination: This agreement shall continue in full force until cancelled by either party by giving at least thirty (30) days written notice to the other party.

4. Fees: For providing these services and meeting the duties set forth in this agreement The White Mountain Apache Tribe Public Safety Pension Plan agrees to compensate TDHPPI per the fee schedule attached and signed by both parties. Fees will be billed annually and fees billed will be paid within (15) fifteen days of receipt. TDHPPI will perform these duties per the fee schedule for at least one year. After completion of 1 year of service these fees are subject to change with a written thirty (30) day notice of such change. Any fees associated with duties not specified on fee schedule shall be negotiated prior to performance of duties.

THE EFFECTIVE DATE OF THIS AGREEMENT IS June 1, 2001.

White Mountain Apache Tribe Public Safety Pension Plan

By: _____ Name: George Hess

TDH Personalized Pensions, Inc.

By: _____ Name: Thomas D. Hansen

Personalized Pensions, Inc.
Defined Benefit Administrative Fee Schedule

Actuarial and Administrative Services

Annual Fees

Defined Benefit Plan

Annual Report \$1,000.00 + \$30.00
per participant

Administrative Services:

Completion of form 5500 and related schedules Included

Trust Accounting

Contribution reconciliation

Balance Sheet

Less than \$100,000

\$100,000 greater

\$250

\$750

Participant accounts

\$30 per participant

Processing of Termination Distributions
(1099R and 945 filings included)
(May be paid by participant)

\$50.00

Miscellaneous Projects & Consulting:

Clerical (ex; data entry)

\$ 60.00 per hour

Professional

\$175.00 per hour