



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 05-72A

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

WHEREAS, the Tribal Council has determined to create a trust, the purpose of which is to hold and invest contributions of tribal gaming revenues under the Indian Gaming Regulatory Act (IGRA) (25 U.S.C. §§ 2701-2721) on behalf of Eligible Members; and

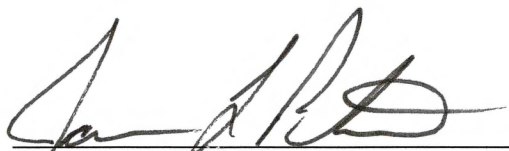
WHEREAS, this Trust is intended to be an irrevocable grantor trust, of which the Tribe is the grantor, within the meaning of Sections 671 through 679 of the Code, and shall be construed accordingly; and

NOW THEREFORE BE IT RESOLVED, that the Tribal Council approves the Squaxin Island Tribe's IGRA Minors' Trust as drafted.

BE IT FINALLY RESOLVED, that the Tribal Council directs that Ray Peters, Executive Director, is hereby authorized to execute the Minors' Trust on behalf of the Squaxin Island Tribe and is further authorized to do any and all acts necessary to implement the Trust.

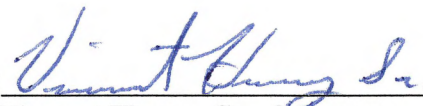
CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 11th day of August, 2005, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.



James L. Peters, Chairman

Attested by:



Vincent Henry, Sr., Secretary



Andrew D. Whitener, Vice Chairman

SQUAXIN ISLAND TRIBE'S IGRA MINORS' TRUST
ADOPTED PURSUANT TO RESOLUTION NO. 05-72A

ARTICLE I.....	4
SECTION 1.1 ACCOUNT.....	4
SECTION 1.2 BENEFICIARY	4
SECTION 1.3 CODE	4
SECTION 1.4 ELIGIBLE MEMBER.....	4
SECTION 1.5 INSOLVENCY	4
SECTION 1.6 INVESTMENT POLICY	4
SECTION 1.7 NET REVENUE CONTRIBUTIONS	4
SECTION 1.8 TRIBAL COUNCIL	4
SECTION 1.9 TRIBAL COURT	4
SECTION 1.10 TRIBE.....	4
SECTION 1.11 TRUST.....	5
SECTION 1.12 TRUST AGREEMENT	5
SECTION 1.13 TRUST FUND.....	5
SECTION 1.14 TRUSTEE	5
ARTICLE II.....	5
SECTION 2.1 PURPOSE.....	5
SECTION 2.2 GRANTOR TRUST	5
SECTION 2.3 TRIBE AS OWNER; RIGHT OF BENEFICIARIES AND CREDITORS OF THE TRIBE.....	5
ARTICLE III	5
SECTION 3.1 CONTRIBUTIONS.....	5
(a) <i>Source of Contributions</i>	5
(b) <i>Amount of Contributions</i>	5
(c) <i>Timing of Contributions</i>	6
SECTION 3.2 RULES FOR ESTABLISHING AND MAINTAINING ELIGIBILITY	6
(a) <i>Establishing Children as Beneficiaries</i>	6
(b) <i>Maintaining Eligibility Where Member Has Past Due Liability</i>	6
(c) <i>Impact of Violation of Certain Tribal Laws on Eligibility</i>	6
ARTICLE IV	6
ARTICLE IV - STATUS OF TRUST FUND.....	6
SECTION 4.1 PROPERTY OF THE TRIBE.....	6
SECTION 4.2 NOT SUBJECT TO ALIENATION BY THE BENEFICIARY	6
SECTION 4.3 INVESTMENT BY TRIBE	7
SECTION 4.4 EARNINGS AND LOSSES	7
SECTION 4.5 ACCOUNTS	7
SECTION 4.6 REPORT OF ACCOUNT BALANCE	7
SECTION 4.7 EXTENT OF TRIBE LIABILITY.....	7
ARTICLE V - DISTRIBUTIONS TO TRUST BENEFICIARIES	7
SECTION 5.1 TIMING AND FORM.....	7
(a) <i>In General</i>	7
(b) <i>Minor Eligible Members</i>	8
(c) <i>Incompetent Eligible Members</i>	8
SECTION 5.2 TAX REPORTING.....	8
SECTION 5.3 REVERSION TO TRIBE AT DEATH OF BENEFICIARY	8
SECTION 5.4 ADVANCE EMERGENCY DISTRIBUTIONS	8
SECTION 5.5 DETERMINATION OF BENEFITS.....	9
SECTION 5.6 REVIEW PROCEDURES FOR DISTRIBUTIONS	9
(a) <i>Distributions under Section 5.1</i>	9
(b) <i>Distributions under Section 5.4</i>	9

ARTICLE VI - DISTRIBUTIONS WHEN TRIBE IS INSOLVENT.....	9
SECTION 6.1 SUSPENSION OF DISTRIBUTIONS	9
SECTION 6.2 CLAIMS OF CREDITORS	9
SECTION 6.3 RESUMPTION OF DISTRIBUTIONS.....	10
ARTICLE VII - LIMITATION ON PAYMENTS	10
ARTICLE VIII - AUTHORITY OF TRIBE AS GRANTOR.....	11
ARTICLE IX - DISPOSITION OF INCOME	11
ARTICLE X - TRUSTEE	11
SECTION 10.1 APPOINTMENT.....	11
SECTION 10.2 ADMINISTRATION	11
SECTION 10.3 SPECIAL POWERS AND DUTIES.....	11
(a) <i>Delegation and Control</i>	11
(b) <i>Control Over Bank Accounts</i>	12
(c) <i>Accounting by Trustee</i>	12
SECTION 10.4 GENERAL POWERS.....	12
(a) <i>Administration</i>	12
(b) <i>Disposition</i>	12
(c) <i>Investment</i>	12
(d) <i>Dealing With Assets</i>	12
(e) <i>Deposits</i>	12
(f) <i>Distributions</i>	12
(g) <i>Agents, Delegation</i>	12
(h) <i>Tax Returns</i>	12
(i) <i>Other Powers</i>	13
SECTION 10.5 ACTIONS OF THE TRUSTEE.....	13
SECTION 10.6 LIMITATION OF POWERS	13
SECTION 10.7 RESPONSIBILITY	13
SECTION 10.8 COMPENSATION AND EXPENSES.....	13
SECTION 10.9 TRUSTEE INDEMNIFICATION	13
ARTICLE XI - RESIGNATION AND REMOVAL OF TRUSTEE	13
SECTION 11.1 RESIGNATION.....	13
SECTION 11.2 REMOVAL.....	13
SECTION 11.3 TRANSFER TO SUCCESSOR TRUSTEE	14
ARTICLE XII - APPOINTMENT OF SUCCESSOR.....	14
SECTION 12.1 APPOINTMENT EFFECTIVE.....	14
SECTION 12.2 PROSPECTIVE RESPONSIBILITY	14
ARTICLE XIII - IRREVOCABILITY, AMENDMENT OR TERMINATION	14
SECTION 13.1 AMENDMENT	14
SECTION 13.2 TERMINATION.....	14
SECTION 14.1 SEVERABILITY	15
SECTION 14.2 INDEMNIFICATION.....	15
SECTION 14.3 GOVERNING LAW.....	15
ARTICLE XV - EFFECTIVE DATE	15

ARTICLE I

DEFINITIONS

Whenever used in this Trust Agreement, the following words and phrases shall have the meanings set forth below, unless the context plainly requires a different meaning. When the defined meaning is intended, the term is capitalized. Except as otherwise indicated by context, terms used in the singular may also include the plural, and terms used in the plural may also include the singular.

Section 1.1 Account. "Account" means the separate bookkeeping account established under the Trust pursuant to Section 4.5 on the behalf of each Beneficiary to hold his or her share of the Trust Fund.

Section 1.2 Beneficiary. "Beneficiary" means a member of the Tribe for whom an Account under Section 4.5 has been established.

Section 1.3 Code. "Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated and in effect there under.

Section 1.4 Eligible Member. "Eligible Member" means an individual (i) who is duly enrolled in the Tribe as of thirty (30) days before the date Net Revenue Contributions are to be deposited into the Trust (ii) who is neither in arrears on any personal loans made by the Tribe nor the obligor of any past due outstanding debt to the Tribe, and (iii) who either (1) has not yet attained age 18 or (2) has not yet attained age 21 and obtained a high school diploma or its equivalent or (3) has attained age 18 and has been declared incompetent by a court of competent jurisdiction.

Section 1.5 Insolvency. "Insolvency" means the Tribe is unable to pay its debts as they become due or the Tribe is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

Section 1.6 Investment Policy. "Investment Policy" means the policy adopted by the Tribe to provide guidance on and the minimum performance standards of the investment vehicles in which the Trust Fund may be invested.

Section 1.7 Net Revenue Contributions. "Net Revenue Contributions" means the portion of Casino profits and cash distributed from the Squaxin Island Tribal Gaming Enterprise dba Little Creek Casino and Resort and all profits from Class II gaming that are contributed to the Trust under Section 3.1.

Section 1.8 Tribal Council. "Tribal Council" means the Squaxin Island Tribal Council. With respect to the Tribe's duties and powers set forth in this Trust Agreement, the Tribal Council has the authority to act on behalf of the Tribe.

Section 1.9 Tribal Court. "Tribal Court" means the judicial branch of the Tribe.

Section 1.10 Tribe. "Tribe" means the Squaxin Island Tribe of Indians and has the same meaning as in 25 U.S.C. § 2703(5).

Section 1.11 Trust. "Trust" means the Squaxin Island Tribe's Minors' Trust, established under the Squaxin Island Tribe's Minors' Trust Agreement, effective August 11, 2005.

Section 1.12 Trust Agreement. "Trust Agreement" means the Squaxin Island Tribe's Minors' Trust Agreement, effective on August 11, 2005, and as may hereafter be amended from time to time.

Section 1.13 Trust Fund. "Trust Fund" means the contributions made to the Trust as principal and the earnings or losses thereon, until such amounts are distributed under Article V.

Section 1.14 Trustee. "Trustee" means the trustee or trustees qualified and acting from time to time.

ARTICLE II

TRUST PURPOSE AND OWNERSHIP

Section 2.1 Purpose. The purpose of the Trust is to hold and invest contributions of tribal gaming revenues under the Indian Gaming Regulatory Act (25 U.S.C. §§ 2701-2721) (IGRA) on behalf of Eligible Members.

Section 2.2 Grantor Trust. The Trust is intended to be an irrevocable grantor trust, of which the Tribe is the grantor, within the meaning of Sections 671 through 679 of the Code, and shall be construed accordingly.

Section 2.3 Tribe as Owner; Right of Beneficiaries and Creditors of the Tribe. The Tribe shall be the owner of the principal of the Trust and any earnings or lessee thereon. The Trust Fund shall be held separate and apart from other funds of the Tribe and shall be used exclusively for the benefit of the Beneficiaries (and, to the extent provided in Section 6.2, general creditors of the Tribe) as set forth herein. The Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, the Trust Fund or any assets of the Trust. Any rights created under this Trust Agreement shall be mere unsecured contractual rights of Beneficiaries against the Tribe. At all times during the continuance of the Trust, the Trust Fund shall be subject to the claims of the Tribe's general creditors under applicable federal, state, local or Tribal law.

ARTICLE III

CONTRIBUTIONS AND ELIGIBILITY

Section 3.1 Contributions.

(a) Source of Contributions. All Net Revenue Contributions shall be per capita payments disbursed in accordance with the Squaxin Island Tribe's Gaming Revenue Allocation Plan, as amended from time to time, in compliance with the requirements of Section 11(B)(3) of the Indian Gaming Regulatory Act, 24 U.S.C. §2719(B)(3).

(b) Amount of Contributions. The Tribal Council shall hold a meeting on or before the date the Tribal Council approves the Tribe's annual budget to determine, in its discretion,

the amount of successive Net Revenue Contributions to make to the Trust on behalf of the Eligible Members.

(c) Timing of Contributions. Such contributions shall be made and allocated to the Account of each such Beneficiary on a per capita basis, on the date of its distribution as determined by, and on the schedule adopted by, the Tribal Council [as of August 11, 2005, the distribution dates are April, August and December]. Neither the Trustee nor any beneficiary shall have any right to compel such deposits.

Section 3.2 Rules for Establishing and Maintaining Eligibility.

(a) Establishing Children as Beneficiaries. Eligibility and, to the extent applicable, any benefit waiting period, shall be determined based solely on the tribal membership roll.

(b) Maintaining Eligibility Where Member Has Past Due Liability. Tribal members who are in arrears on personal loans made by the Tribe or have any past-due outstanding debt to the Tribe may be required to bring their debt current to be considered an Eligible Member. Any member refusing to correct a delinquency may have his or her per capita benefit that would otherwise be a Net Revenue Contribution to this Trust automatically offset by the outstanding principal balance of the debt. If the Tribe elects to offset, Tribal members with a past-due outstanding debt shall be notified of such liability in writing by the Tribe at least thirty (30) days prior to the contribution. Any Tribal member who has been notified of an outstanding debt and who reasonably believes such debt is not owed can request a hearing before the Tribal Court.

(c) Impact of Violation of Certain Tribal Laws on Eligibility. Any Tribal member who violates any law of the Tribe that specifically provides for the withholding of per capita benefits as a penalty or remedy, as the case may be, may have his or her share of Net Revenue Contributions withheld in accordance with such law, provided such law was duly adopted within thirty (30) days prior to distribution of per capita benefits and comports with the Indian Civil Rights Act and provided that the Tribal member is afforded due process in contesting the violation.

ARTICLE IV

STATUS OF TRUST FUND

Section 4.1 Property of the Tribe. The Trust Fund shall remain solely the property and rights of the Tribe and subject only to the claims of the Tribe's general creditors, until such amounts are used to make distributions in accordance with Article V. The Tribe is not obligated to purchase any property or rights to support the promises made under this Trust to each Beneficiary.

Section 4.2 Not Subject to Alienation by the Beneficiary. The interest of any Beneficiary shall not be subject to the claims of any creditor of the Beneficiary, or spouse for alimony or support, or others, or to legal process (including an equitable division of property incident to the dissolution of marriage), and may not be voluntary or involuntarily alienated or encumbered, anticipated, assigned (either at law or equity), pledged or subject to attachment, garnishment, levy, execution, bankruptcy or other legal or equitable process. Additionally, the assets of this Trust shall not be considered the Beneficiary's assets in any way, including for purposes of determining Beneficiary's eligibility to receive support from other sources in connection with the Beneficiary's financial hardship.

Section 4.3 Investment by Tribe. The Trustee shall direct the investment of the Trust Fund to the extent permitted in applicable investment vehicles and in accordance with the Investment Policy. A Beneficiary shall not, under any circumstances, acquire any property or beneficial interest in any investment asset of the Tribe by virtue of his or her participation in this Trust.

Section 4.4 Earnings and Losses. Any earnings, losses, and changes in market value of the underlying investment funds shall be credited to each Beneficiary's Account each calendar quarter in accordance with each Beneficiary's Account balance relative to the Account balances of all other Beneficiaries. Such earnings, losses, and changes in market value shall be credited to each Beneficiary's Account on a quarterly basis until it is either distributed to the Beneficiary or, as described in Section 5.1, placed into a non-interest bearing account on behalf of a Beneficiary.

Section 4.5 Accounts. The Trustee shall establish a separate bookkeeping account on behalf of each Eligible Member under the Trust. Each Account shall be adjusted for the applicable Beneficiary's share of:

- (a) The contributions made under Section 3.1;
- (b) Earnings or losses credited to the Trust Fund under Section 4.4; and
- (c) Distributions under Article V.

Section 4.6 Report of Account Balance. The Trustee shall advise the parent or guardian of each Beneficiary of his or her Account balance at least annually on a date determined by the Trustee.

Section 4.7 Extent of Tribe Liability. The obligation of the Tribe to pay a Beneficiary the amounts contributed to the Trust on his or her behalf shall be limited to the Account balance for that Beneficiary, as determined from time to time in accordance with Section 4.5. The Tribe's obligation shall not be increased by the amount, if any, by which the Eligible Member's share of amounts contributed under Section 3.1, exceeds the Beneficiary's Account balance.

ARTICLE V

DISTRIBUTIONS TO TRUST BENEFICIARIES

Section 5.1 Timing and Form.

(a) In General. Any distributions to a Beneficiary who is a competent adult shall be made to such Beneficiary in accordance with Section 5.1(b). Any payment or distribution to a Beneficiary who is incompetent or under other legal disability as determined by the Tribal Council may be made directly to the Beneficiary despite the disability, to a custodian designated by the Trustee under any applicable Uniform Gifts or Transfers to Minor Act, or to a legal guardian or conservator, in accordance with Section 5.1(c). Notwithstanding the foregoing, any advance distributions made to a minor Eligible Member due to an unforeseen emergency shall be made in accordance with Section 5.4.

(b) Minor Eligible Members. In the case of any minor Eligible Member who has attained the age of 18 and obtained a high school diploma or its equivalent or attained the age of 21, the Account balance of such Beneficiary shall be distributed by the Trustee to the Beneficiary.

(c) Incompetent Eligible Members. In the case of any adult Eligible Member who has been declared incompetent by a court of competent jurisdiction, the Account balance of such Beneficiary shall be distributed by the Trustee to the Beneficiary or on the Beneficiary's behalf in such amounts as from time to time the Trustee, in its sole discretion, deems necessary for the Beneficiary's health, education, or welfare. The Trustee may require that the petitioning guardian and/or conservator submit receipts of expenditures made on behalf of the Beneficiary before any disbursements are made and shall require that the petitioning guardian and/or conservator account to the Trustee for any expenditures made from distributions from the Trust. The Trustee may, at its discretion, authorize the Trustee to establish a regular monthly distribution from the Trust for the Beneficiary, provided that the total of such distributions shall not exceed such member's Account balance.

Section 5.2 Tax Reporting. At the time of distribution to the Beneficiary, other party on behalf of the Beneficiary or to a non-interest bearing account, the Trustee shall make provision for any applicable tax, reporting and/or withholding (as directed by the Tribe) that may be required with respect to the payment of benefits.

Section 5.3 Reversion to Tribe at Death of Beneficiary. If the Beneficiary should die before his or her Account is distributed in fall under Section 5.1 or Section 5.4, as applicable, his or her Account shall immediately be paid to the Tribe. The Tribal Council shall be responsible for notifying the Trustee of the Beneficiary's death.

Section 5.4 Advance Emergency Distributions. Prior to the time the Beneficiary reaches the age of eighteen (18), the Trustee may, in its sole discretion, authorize distributions from the Trust Fund to the Beneficiary, to his or her parents or guardians, or directly to a third-party provider to defray unreimbursed medical expenses or other expenses for health, education or welfare incurred by or on behalf of the Beneficiary, provided that such distributions do not exceed such member's Account balance at the time of distribution. Any request for such disbursements shall include a detailed budget and justification for amounts necessary to meet for essential living needs (including specific health, education or welfare costs). The petitioning parent or guardian must show that the amounts requested to defray unreimbursed medical expenses or expenses for health, education or welfare, are reasonable and necessary. The Trustee may also require that the petitioning parent or guardian submit receipts documenting expenditures made from funds disbursed hereunder before any future disbursements are made.

To receive a distribution under this Section, the applicant must satisfy such rules and procedures that are adopted by the Trustee; provided that such rules are consistent with this Section 5.4. The Trustee, after due consideration of the facts and in its sole discretion, shall determine whether an advance distribution shall be made. If such application for an advance emergency distribution is approved by the Trustee, the distribution shall be payable in a single payment as soon as administratively feasible after such approval.

Notwithstanding the foregoing provisions of this Section 5.4, it is the Tribe's intention that the Trust assets be held for the benefit of the Beneficiaries. Such amounts may be distributed in advance only upon proof that the Beneficiary (and any individual acting on the Beneficiary's behalf) does not have access to other possible sources of support, including:

- (a) federal, state, and local government sources of support for similarly situated individuals;
- (b) reimbursement or compensation by insurance or otherwise; or
- (c) the Beneficiary's own assets (or the assets of the Beneficiary's immediate family), to the extent that the liquidation of the assets would not itself cause financial hardship.

Any individual aggrieved by a decision of the Trustee may appeal to the Squaxin Island Tribal Court; provided a distribution may only be awarded consistent with this section.

Section 5.5 Determination of Benefits. The entitlement of a Beneficiary to amounts held in the Trust shall be determined by the Trustee, and any claim for such amounts shall be considered and reviewed under the procedures set out in this Trust Agreement.

Section 5.6 Review Procedures for Distributions.

(a) Distributions under Section 5.1. The Trustee or the Tribal Court (in the case of incompetent Eligible Members) may prescribe procedures for Beneficiaries who wish to obtain review of whether a distribution under Section 5.1 has been properly made. After the Trustee's (or Tribal Court's, as applicable) evaluation of the request for review, the Trustee's (or Tribal Court's, as applicable) final decision shall be made and communicated to the claimant within 90 days of receipt of the request by the Trustee (or Tribal Court, as applicable), unless special circumstances require an extension. The communication shall identify the reasons for the Trustee's (or Tribal Court's, as applicable) determination and shall reference any pertinent Trust provisions upon which the decision is based.

(b) Distributions under Section 5.4. The Tribal Court may also prescribe procedures for Beneficiaries who wish to obtain review of whether a distribution under Section 5.4 has been properly made. After the Tribal Court's evaluation of the request for review, the Tribal Court's final decision shall be made and communicated to the claimant within 90 days of receipt of the request by the Tribal Court, unless special circumstances require an extension. The communication shall identify the reasons for the Tribal Court's determination and shall reference any pertinent Trust provisions upon which the decision is based. Any determination by the Tribal Court of a reconsidered claim shall be made in the Tribal Court's sole discretion.

ARTICLE VI

DISTRIBUTIONS WHEN TRIBE IS INSOLVENT

Section 6.1 Suspension of Distributions. The Trustee shall cease regular and advance emergency distributions of Accounts to Beneficiaries and hold the assets in trust for the benefit of the Tribe's general creditors during any period when the Tribe is Insolvent or if the Trustee believes or has reason to believe that the Tribe is Insolvent.

Section 6.2 Claims of Creditors. At all times during the continuance of this Trust, the Trust Fund shall be subject to claims of general creditors of the Tribe under any applicable federal, state or Tribal law, as set forth below.

(a) The Tribal Council shall have the duty to inform the Trustee in writing of the Tribe's impending Insolvency. If a person claiming to be a creditor of the Tribe alleges in writing to the Trustee that the Tribe has become Insolvent, the Trustee shall notify the Tribal Court and the Tribal Court shall conduct an investigation to determine whether the Tribe is Insolvent and, pending such determination, the Trustee shall discontinue the distribution of any funds allocable to the Beneficiaries under the Trust.

(b) Unless the Trustee knows or has reason to know of the Tribe's Insolvency (e.g., by receiving notice from the Tribe or a person claiming to be a creditor alleging that the Tribe is Insolvent), the Trustee shall have no duty to inquire whether the Tribe is Insolvent. The Trustee may in all events rely on such evidence concerning the Tribe's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Tribe's solvency.

(c) If at any time the Tribal Court determines that the Tribe is Insolvent, the Trustee shall suspend payments to the Beneficiaries and shall hold the assets of the Trust Fund for the benefit of the Tribe's general creditors.

(d) The Trustee shall resume the payment of benefits to the Beneficiaries in accordance with Article V of this Trust Agreement only after the Tribal Court has determined that the Tribe is not Insolvent (or is no longer Insolvent).

(e) Nothing in this Trust Agreement shall in any way diminish any rights of the Beneficiaries to pursue their rights as general creditors of the Tribe with respect to benefits due under this Trust or otherwise.

Section 6.3 Resumption of Distributions. Provided that there are sufficient assets in each affected Beneficiary's Account, if the Trustee suspends the payment of benefits from the Trust pursuant to Section 6.2 and subsequently resumes such payments under Section 6.2(d), the first payment following such discontinuance shall include the aggregate amount of all payments due to the Beneficiary under the terms of this Trust for the period of such discontinuance, less the aggregate amount of any payments made to the Beneficiary by the Tribe in lieu of the payments provided for hereunder during any such period of discontinuance.

ARTICLE VII

LIMITATION ON PAYMENTS

Except as provided in Article VI (Distributions When Tribe Is Insolvent) and Section 5.3 (Reversion to Tribe at Death of Beneficiary) hereof the Tribe, Tribal Council, and Tribal Court shall have no right or power to direct the Trustee to return to the Tribe or to divert to others any portion of the Trust Fund before all payments of benefits have been made to the Beneficiaries pursuant to the terms of this Trust.

ARTICLE VIII

AUTHORITY OF TRIBE AS GRANTOR

During the term of this Trust, and as long as the Tribe has not relinquished any of the powers set forth in this Article VIII, the trust estate under this Trust Agreement is intended to be a "grantor trust" in its entirety, of which the Tribe shall be treated as the owner for federal income tax purposes within the meaning of Sections 671 through 679 of the Code, and the provisions of this trust agreement shall be construed in accordance with that intention. Accordingly, the Tribe, acting through the Tribal Council, shall have the right, at any time and from time to time, and in its sole discretion without the approval or consent of any person in a fiduciary capacity, to reacquire trust assets by substituting other property of equivalent value.

ARTICLE IX

DISPOSITION OF INCOME

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

ARTICLE X

TRUSTEE

Section 10.1 Appointment. The Tribal Council has the authority to appoint the successor Trustee. If there is more than one Trustee and any Trustee fails to qualify or ceases to serve and no successor is appointed, such Trustee need not be replaced and the remaining Trustee or Trustees may act alone. No bond or other security will be required in any jurisdiction of any Trustee.

Section 10.2 Administration. Any requirement that any Trustee qualify in court is waived.

Section 10.3 Special Powers and Duties. In exercising all powers conferred by law or by this Trust Agreement, the Trustees empowered to act shall do so unanimously except as otherwise provided by law and as described below:

(a) Delegation and Control. The Trustee(s) empowered to perform a particular ministerial or discretionary act may delegate authority to perform such act to any one or more of them. Whenever such authority has not been so delegated as to a particular act and there are three or more Trustees acting under this Trust Agreement who are empowered to perform such act, the same may be performed, on behalf of all, by a majority to those empowered, with or without the concurrence of the minority. No Trustee who failed to join or concur in such act shall be held liable for the consequences thereof. If any successor trustees are not corporate trustees, such successor trustees shall from time to time designate one or more of the trustees who shall have the responsibility for physical possession and custody of all the Trust Fund and for maintaining all trust books, records and accounts; provided that the Trustees shall have the power to employ accountants or other agent to maintain all trust books, records and accounts. If Trustee and any successor trustee continue to be a corporate trustee, then, whenever acting,

the corporate trustee alone shall have custody of the Trust Fund and shall maintain or employ accountants or other agents to maintain all trust books, records and accounts.

(b) **Control Over Bank Accounts.** A Trustee, without the signature or concurrence of any other Trustee, may deposit funds into, withdraw funds from, and draw checks upon any bank account held as in the Trust Fund in performance of the duties, powers, and responsibilities conferred or imposed upon the Trustee generally under this Trust Agreement.

(c) **Accounting by Trustee.** Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Tribal Council and Trustee. The Trustee shall provide such records upon written request from the Beneficiary.

Section 10.4 General Powers. Except as otherwise limited by this Trust Agreement, Trustee shall have the following powers or duties, which are exercisable without approval, order or license of any court:

(a) **Administration.** This Trust shall be administered by the Trustee, unless delegated to another individual(s), committee or entity. The Trustee shall have all powers necessary to administer the Trust, including, without limitation, the discretionary authority to interpret the provisions, of this Trust Agreement, to decide all questions of eligibility, to establish rules and forms for the administration of the Trust, and to appoint individuals, committees, and entities, and any other agents they deem advisable to assist in the administration of the Trust.

(b) **Disposition.** To sell, exchange or otherwise dispose of any asset upon any terms and conditions to any person, corporation or entity, whether or not a Beneficiary, Trustee or agent under this Trust Agreement.

(c) **Investment.** To exercise any of the powers contained in the Washington Trust Act of 1984, as amended enacted by the legislature of the State of Washington being Chapter 11.100 RCW.

(d) **Dealing With Assets.** To hold any of the Trust Fund in the Trustee's name without disclosure of fiduciary capacity or in the name of a nominee and to exercise all rights and powers respecting any assets that could be exercised by a competent adult owning the same.

(e) **Deposits.** To deposit cash in any depository, notwithstanding personal interest in the depository.

(f) **Distributions.** To determine values, distribute like and unlike assets to different beneficiaries or trusts, make distributions in cash or kind at any time.

(g) **Agents, Delegation.** To employ agents, lawyers, investment counsel, accountants, banks or trust companies and others, to delegate both ministerial and discretionary powers to them with liability only for reasonable care in their selection and without regard to any prohibition regarding self-dealing or conflict of interest by fiduciaries and to pay for services rendered by such persons as a Trust administration expense.

(h) **Tax Returns.** To prepare and file any and all fiduciary tax returns, if any, that may be required by law.

(i) Other Powers. To exercise all other powers conferred on fiduciaries generally by law, to the extent they are not inconsistent with other provisions of this Trust Agreement, and to perform all other acts necessary or advisable to administer the Trust.

Section 10.5 Actions of the Trustee. Subject to the review provisions in Section 5.6, all determinations, interpretations, rules, and decisions of the Trustee shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Trust.

Section 10.6 Limitation of Powers. Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains there from, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Code.

Section 10.7 Responsibility. The Trustee shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Tribal Council or Tribal Court that is contemplated by, and in conformity with, the terms of this Trust and is given in writing by the Tribal Council or Tribal Court. In the event of a dispute between the Tribe and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute; provided [consider scope of waiver of sovereign immunity].

Section 10.8 Compensation and Expenses. The Tribe shall pay all administrative and Trustee's fees and expenses. If not so paid, the fees and expenses shall be paid to directly from the Trust.

Section 10.9 Trustee Indemnification. If the Trustee undertakes or defends any litigation arising in connection with this Trust, the Tribe agrees to indemnify the Trustee against the Trustee's costs, expenses, and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Tribe does not pay such costs, expenses, and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.

ARTICLE XI

RESIGNATION AND REMOVAL OF TRUSTEE

Section 11.1 Resignation. Any Trustee shall have the power to resign, without the approval of the Tribe, Tribal Council or Tribal Court, by written instrument delivered to the Tribal council at least 30 days before it is to be effective. In the event of the Tribal Council's failure, refusal or inability to appoint a successor Trustee upon the resignation of the last remaining Trustee, the Tribal Council shall serve as Trustee.

Section 11.2 Removal. The Tribal Council may remove a Trustee upon 10 days' written notice of such removal; provided, however, that upon receipt of such notice, the Trustee may elect to resign from his or her position as Trustee in accordance with Section 11.1.

Section 11.3 Transfer to Successor Trustee. Upon resignation or removal of the Trustee and appointment of successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within 60 days after receipt of notice of resignation, removal or transfer, unless the Tribal Council extends the time limit. The successor Trustee may rely on a copy of any of the records of proceedings, resolutions or votes of the Trustee, provided that such records are certified by one or more of the Trustees.

ARTICLE XII

APPOINTMENT OF SUCCESSOR

Section 12.1 Appointment Effective. If the Trustee resigns or is removed in accordance with Section 11.1 or Section 11.2, the Tribal Council may appoint any third party, such as a bank trust department or other party, that may be granted trustee powers under state or Tribal law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new Trustee, who shall have all of the rights and powers of the former Trustee. The former Trustee shall execute any instrument necessary or reasonably requested by the Tribe or the successor Trustee to evidence the transfer.

Section 12.2 Prospective Responsibility. The successor Trustee need not examine the records and acts of any former Trustee and may retain or dispose of existing Trust assets, subject to Article X hereof. The successor Trustee shall not be responsible for, and the Tribe shall indemnify and defend the successor Trustee from, any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time they become successor Trustee.

ARTICLE XIII

IRREVOCABILITY, AMENDMENT OR TERMINATION

Section 13.1 Amendment. The Trust Agreement shall not be subject to revocation. The Trust Agreement may be amended by a written instrument executed by the Trustee and approved by a majority of the members of the Tribal Council; provided, however, that any amendment that in any way limits the beneficial interests of any one or more of the Beneficiaries must be approved by a majority of the votes of all Tribal members who are eligible to vote on Tribal matters and no amendment shall make the Trust revocable. Any vote by Tribal members shall take place at a duly called Tribal Membership meeting which meeting shall take place no later than 90 days after the date a majority of the Tribal Council has approved such amendment.

Section 13.2 Termination. The Trust shall not terminate until the date on which the Beneficiaries are no longer entitled to benefits pursuant to the terms of this Trust Agreement. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Tribe.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Severability. Any provision of this Trust Agreement that is prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

Section 14.2 Indemnification. The Tribal Council, the Trustee, and any person exercising properly delegated administrative functions or duties who is also an employee of the Tribe shall be indemnified by the Tribe from and against any and all liabilities (including any settlements) arising by reason of any act or failure to act made in good faith in accordance with the provisions of the Trust. For this purpose, liabilities include expenses reasonably incurred in the defense of any claim relating to the Trust.

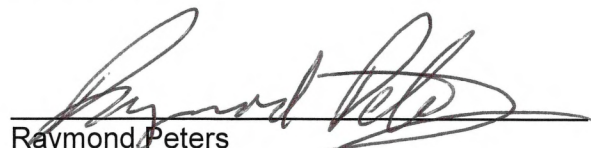
Section 14.3 Governing Law. This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of Washington.

ARTICLE XV

EFFECTIVE DATE

This Minors' Trust was adopted by the Squaxin Island Tribal Council by Resolution No. 05-72 dated August 11, 2005, to be effective on August 11, 2005.

Approved:


Raymond Peters
Executive Director

Approved as to form:


Kevin R. Lyon, Director
Legal Department