



CORPORATE COMMISSION
of the Mille Lacs Band of Ojibwe Indians

CORPORATE ORDER #0812.1
OF
THE CORPORATE COMMISSION OF THE
MILLE LACS BAND OF OJIBWE

The undersigned, the Commissioner of Corporate Affairs of the Corporate Commission of the Mille Lacs Band of Ojibwe Indians (the "Corporate Commission"), a corporation and political subdivision of the Mille Lacs Band of Ojibwe, hereby adopts the following Corporate Order effective this 23rd day of December 2008.

WHEREAS, the Commissioner of Corporate Affairs shall issue regulations and other directives in the form of Corporate Orders to accomplish the Commissioner's corporate duties and responsibilities; and

WHEREAS, the Corporate Commission implemented a Nonqualified Deferred Compensation Plan (the "Plan") effective July 1, 2005; and

WHEREAS, the United States Treasury Department and the Internal Revenue Service issued final regulations on April 10, 2007, on the treatment of nonqualified deferred compensation plans and arrangements under section 409A of the Internal Revenue Code; and

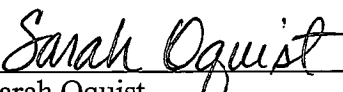
WHEREAS, in order to comply with the final regulations, nonqualified deferred compensation plans must be brought into compliance by December 31, 2008; and

WHEREAS, pursuant to Article 8, section 8.1 of the Plan, the Plan may be amended by the Corporate Commission Board of Directors; and

WHEREAS, the Corporate Commission's Board of Directors met on October 30, 2008, and discussed the Plan amendments.

NOW, THEREFORE BE IT RESOLVED, that the Corporate Commission adopts the amendments to the Plan as described in the attached Exhibit A.

IT IS SO ORDERED,



Sarah Oquist
Commissioner of Corporate Affairs

EXHIBIT A to CORPORATE ORDER #0812.1

1. The Plan's preamble is amended as follows:

Effective July 1, 2005, CORPORATE COMMISSION OF THE MILLE LACS BAND OF OJIBWE hereby establishes a deferred compensation plan for the benefit of certain management employees of the Company. The Plan is intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, as described in Sections 201(2), 301(a)(3) and 401(a)(1) of Title I of ERISA, and is intended to comply with Section 409A of the Code.

2. Section 1.1.22 is amended as follows:

~~1.1.22. "Performance-based Compensation" of a Participant for any Plan Year means the remuneration owed to such Participant under any performance-based compensation or bonus program established by the Company. In the case of an individual who is a participant in a plan sponsored by the Company or an Affiliate which is described in Section 401(k) or 125 of the Code, the term Performance-based Compensation shall include any amount which would be included in the definition of Performance-based Compensation but for the individual's election to reduce the individual's compensation and have the amount of the reduction contributed to or used to purchase benefits under such plan.~~ of a Participant means compensation, the amount of or entitlement to which is contingent upon the satisfaction of predetermined organizational or individual performance criteria relating to a performance period of at least 12 consecutive months in which the Participant performs services. Performance criteria must be established in writing no later than 90 days after the commencement of the period to which the services relate. Performance Compensation does not include any amount that will be paid regardless of performance or based on a level of performance that is substantially certain to be met at the time that the criteria is established. If the performance criteria are subjective, the determination of whether the criteria has been met cannot be made by the Participant, a family member of the Participant or a person under the supervision of the Participant or whose compensation is controlled in whole or in part by the Participant or a family member. Performance Compensation includes any amount which would be included in the definition of Performance Compensation but for the Participant's election to defer some or all of the Participant's Performance Compensation pursuant to this Plan or some other deferred compensation plan established by the Company; but excludes any other remuneration paid by the Company, such as Base Salary, overtime, net commissions, stock options, distributions of compensation previously deferred, restricted stock, allowances for expenses (including moving expenses, travel expenses, and automobile allowances), and fringe benefits whether payable in cash or in a form other than cash.

3. Section 5.1 is amended as follow:

Section 5.1. Benefit Commencement. Distribution of an Account will be made in full if the Participant remains employed with the Company or an Affiliate until Retirement or a Change in Control. Upon Retirement, distribution will commence in accordance with the following: (a) if the Participant reaches Retirement (other than by reason of Disability or death), distribution will commence as of the first month of the Plan Year following the Participant's termination of employment, (unless a key employee as defined in Code section 409A, then no sooner than 6 months after separation); (b) in the event of Disability, distribution will commence within 90 days following the determination of Disability; or (c) if the Participant dies, distribution will commence in the manner specified in Section 5.3.4. If the Participant terminates employment before there occurs a Retirement or Change in Control, then the Participant will be paid the vested portion of the Participant's Account in a lump sum within 90 days following the termination of employment, or, in the discretion of the Company, in installments over a period of ~~no more than~~ three years commencing within 90 days following the Participant's termination of employment. ~~The vested portion shall be as determined by the Committee.~~ Upon a Change in Control, the Participant shall become 100% vested in the Company Account; provided that distribution shall commence only upon Retirement, termination of employment, or in accordance with Sections 5.9 or 8.2.

4. Section 5.2.1 is amended as follows:

5.2.1. Retirement Account. At the time a Participant opens a Retirement Account under the Plan, the Participant shall select the period over which payments from the Account will be made. The Participant may elect to receive payment in the form of a lump sum or in monthly installments over 3, 5, 10, or 15 years, or in a combination of lump sum and installments. Provided, however, that a distribution upon termination of employment (other than Retirement) will be made ~~in the form of a lump sum, or at the discretion of the Company,~~ in installments over a period of ~~no more than~~ three years commencing within 90 days of the date of the termination of employment. If no election is made, the Participant shall be deemed to have made an election to receive payment from the Retirement Account in a lump sum. The Participant's selection of a method of benefit payment may be changed with an election filed with the Committee at least 12 months in advance of the date that benefit payments would otherwise commence to the Participant. Such change in election must comply with the provisions of Code section 409A and regulations promulgated thereunder. A Participant's Account will continue to be credited during the payment period with earnings and losses as set forth in Section 4.6, except that earnings and losses shall not be credited after termination of employment except upon Retirement or within 12 months following a Change in Control.

5. Section 5.2.2 is amended as follows:

5.2.2. Scheduled Withdrawal Account. At the time a Participant opens a Scheduled Withdrawal Account under the Plan, the Participant shall select the period over which payments from the Account will be made. The Participant may elect to receive payment

in the form of a lump sum or in annual installments over 4 years. Provided, however, that a distribution upon termination of employment (other than Retirement) will be made in the form of a lump sum, or at the discretion of the Company, in installments over a period of no more than three years commencing within 90 days of the date of termination of employment. If no election is made, the Participant shall be deemed to have made an election to receive payment from the Scheduled Withdrawal Account in a lump sum. The Participant's selection of a method of benefit payment may be changed with an election filed with the Committee at least 12 months in advance of the date that benefit payments would otherwise commence to the Participant. Such change in election must comply with the provisions of Code section 409A and regulations promulgated thereunder. A Participant's Account will continue to be credited during the payment period with earnings and losses as set forth in Section 4.6, except upon Retirement or within 12 months following a Change in Control.

6. Section 5.6 is amended as follows:

Section 5.6. Minimum Amount and Frequency of Payments. ~~Notwithstanding anything in this Article 5 to the contrary, if the value of all Accounts at the date of initial distribution is less than \$10,000, then the Committee may pay the Account in a lump sum.~~ Notwithstanding anything in this Article 5 to the contrary, if the value of the vested portion of all Accounts at the date of Separation from Service is less than the amount allowed under Section 409A, then, notwithstanding any other provision of the Plan to the contrary, the Committee shall pay such Accounts in a lump sum within 60 days of Separation from Service.

7. Section 5.7 is amended as follows:

Section 5.7. Acceleration of Distributions. ~~If the Internal Revenue Service determines that a Participant or Beneficiary has received an economic benefit or is in constructive receipt of a benefit under the Plan and has made a final assessment of an income tax deficiency with respect to such benefit or if a final judicial determination has been entered that an income tax deficiency exists, the Committee shall distribute to such Participant an amount equal to the taxable income recognized, but not in excess of the Participant's Accounts.~~ If the Internal Revenue Service determines that the Plan violates Section 409A of the Code and has made a final assessment of an income tax deficiency with respect to such determination or if a final judicial determination has been entered that the Plan violates Section 409A of the Code with respect to a Participant or Beneficiary, the Committee shall distribute to such Participant or Beneficiary an amount equal to the taxable income recognized.

8. Section 5.8 is amended as follows:

Section 5.8. Unforeseen Emergency. Upon the application of any Participant, the Committee may permit such Participant to withdraw some or all of the amount in the Participant's Account. A Participant must provide the Committee with a written petition of the intent to withdraw from the Participant's Account at least 60 days (or such shorter time as permitted by the Committee in its discretion) before the date of withdrawal. No

withdrawal shall be made under the provisions of this Section except for the purpose of enabling a Participant to meet immediate needs created by a severe financial hardship to the Participant or resulting from a sudden and unexpected illness or accident of the Participant or of a dependent of the Participant, loss of the Participant's property due to casualty, the Participant's Disability, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The circumstances that will constitute a severe financial hardship will depend upon the facts of each case, but, in any case, payment may not be made to the extent that such hardship is or may be relieved: (a) through reimbursement or compensation through insurance or otherwise; (b) by liquidation of the Participant's assets, to the extent such liquidation would not itself cause a severe financial hardship; or (c) by cessation of deferrals under the Plan, to the extent permitted under the terms of the Plan. If a withdrawal is permitted, the amount of the withdrawal shall be distributed to the Participant in a lump sum as soon as is administratively practicable following the requested withdrawal date. In addition, (a) the deferral election of the Participant for the remainder of the Plan Year shall be terminated and (b) the Participant may not enter into a new deferral election until a Plan Year that begins at least twelve months following the date of the withdrawal. an illness or accident of the Participant or Beneficiary or of the spouse or dependent (as determined under the Code) of the Participant or Beneficiary, loss of the property of the Participant or Beneficiary due to casualty, the Disability of the Participant or Beneficiary, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. The circumstances that will constitute a severe financial hardship will depend upon the facts of each case, but, in any case, payment may not be made to the extent that such hardship is or may be relieved: (a) through reimbursement or compensation through insurance or otherwise; (b) by liquidation of the Participant's assets, to the extent such liquidation would not itself cause a severe financial hardship; or (c) by termination of deferrals under the Plan, which termination shall be required. If a withdrawal is permitted, the amount of the withdrawal, which may include amounts reasonably anticipated as needed to pay applicable federal, state or local taxes and penalties, shall be distributed to the Participant in a lump sum as soon as is administratively practicable following the requested withdrawal date. If the deferral election of the Participant is terminated under this Section the Participant may not enter into a new deferral election until a Plan Year that begins at least twelve months following the date of the withdrawal.

9. The Plan is amended to include a new section 5.9, the current section 5.9 and the subsequent sections of Article 5 shall be renumbered to provide for the following additional language:

Hardship Withdrawal. Notwithstanding any provision of this Plan to the contrary, a Participant's deferral election shall be terminated if the Participant receives a hardship withdrawal distribution from a plan described in Section 401(k) of the Code in which the Participant participates, but only if the terms of such 401(k) plan require that the deferral election under this Plan be terminated. The Participant may not enter into a new deferral election until a Plan Year that begins at least twelve months following the date of the hardship withdrawal.

10. Section 8.2 is amended as follows:

Section 8.2. Termination. The Company reserves the right to terminate the Plan at any time by action of the Board. Provided, however, that for a period of 12 months following a Change in Control, no termination shall be effective without the approval of a majority of the Participants in the Plan. Upon termination of the Plan, all deferrals and Company Contributions will cease and no future deferrals or Company Contributions will be made. Termination of the Plan shall not operate to eliminate or reduce any Account balance, determined as of the date of such termination, of any Participant or of any Beneficiary then eligible for benefits, without such Participant's or Beneficiary's consent. If the Plan is terminated, payments from the Accounts of all Participants and Beneficiaries shall be made as soon as administratively practicable following the termination ~~in a lump sum or, in the discretion of the Company,~~ in installments over a period of ~~no more than~~ three years, commencing within 90 days of the date of termination of the Plan. Provided, however, that if the termination occurs within 12 months following a Change in Control, distribution must be made in a lump sum as soon as administratively practicable (but in no event longer than 90 days) following the termination. Accounts shall be credited with earnings during the payment period in accordance with Section 4.6 and 5.2. Each Participant who has not terminated employment shall become entitled to 100% of the amount in all the Participant's Accounts on Plan termination.