



**MILLE LACS BAND OF CHIPPEWA INDIANS**  
*Legislative Branch of Tribal Government*

**RESOLUTION 05-04-154-93**

**A RESOLUTION APPROVING SIGNATORIES AND AN AGREEMENT BETWEEN THE MILLE LACS BAND AND PIPER JAFFRAY, INC. OF MINNEAPOLIS, MINNESOTA ESTABLISHING A MINOR TRUST ACCOUNT.**

**WHEREAS,** the Mille Lacs Reservation Band Assembly (Reservation Business Committee) is the duly elected governing body of the Mille Lacs Band of Chippewa Indians, and;

**WHEREAS,** the Band Assembly is empowered by Band Statutes 1141-MLC-2, Sections 5.01 and 5.04, to adopt resolutions which promote the general welfare of the people, and;

**WHEREAS,** the Mille Lacs Band has entered (Resolution 05-03-116-93) into an agreement with Piper Jaffray, Inc. of Minneapolis, Minnesota whereby a trust account would be established, and;

**WHEREAS,** pursuant to Band Statute 1141-MLC-2, Section 5.05, the Band Assembly, and pursuant to Band Statute 1142-MLC-3, Section 7.04, the Chief Executive, are empowered to ratify contracts entered into by the Band, and;

**WHEREAS,** the Band Assembly and Chief Executive have reviewed the proposed agreement between the Band and Piper Jaffray, Inc. of Minneapolis, Minnesota and have concluded that entering into this agreement is in the best interests of the Band.

**NOW, THEREFORE, BE IT RESOLVED,** that the Chief Executive, Secretary-Treasurer, Commissioner of Finance or Finance Officer, be and they hereby are, and each of them hereby is, authorized and empowered, for and on behalf of the Mille Lacs Band of Chippewa Indians ("Band"), to establish and maintain one or more accounts with Piper Jaffray Inc. ("Piper Jaffray") for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, or otherwise disposing of, or turning to account of, or realizing upon, and generally dealing in and with any and all forms of securities including, but not by way of limitation, shares, stocks, bonds, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness, debentures, notes, scrip, participation certificates, rights to subscribe, puts, calls, listed options, warrants, and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating or certificates or otherwise; but such authorization shall not include the opening of margin account or the making of short sales.

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said officers or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to Piper Jaffray with respect to said transactions; to bind and obligate the Band to and for the carrying out of the contract, arrangement, or transaction, which shall be entered into by any such officer or agent for and on behalf of the Band with or through Piper Jaffray; to pay in cash or by checks or drafts drawn upon the funds of the Band such sums as may be necessary in connection with any of the said accounts; to deposit funds with Piper Jaffray; to deliver securities or contracts to Piper Jaffray; to order the transfer or delivery thereof to any person

whatsoever, and to order the transfer of record of any securities or contracts, or titles, to any name selected by any of the said officers or agents; to affix the Band seal to any documents or agreements, or otherwise; to endorse any securities or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Band all releases, powers of attorney and other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct Piper Jaffray to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion or for the purpose of deposit with any protective or similiar committee, or otherwise; to accept delivery of any securities or contracts; to appoint any other person or persons to do any and all things which any of the said officers or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such officer or agent with respect thereto.

BE IT FURTHER RESOLVED, that Piper Jaffray may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Band directly.

BE IT FURTHER RESOLVED, that the Secretary-Treasurer of the Band be and hereby is authorized, empowered and directed to certify, under the seal of the Band, to Piper Jaffray: (a) a true copy of these resolutions; (b) specimen signatures of each and every person by these resolution empowered; and (c) a certificate (which, if required by Piper Jaffray, shall be supported by an opinion of legal counsel of the Band, or other counsel satisfactory to Piper Jaffray) that the Band is duly organized and existing, that its statutes empowers it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the By-laws or otherwise.

BE IT FURTHER RESOLVED, that Piper Jaffray may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until Piper Jaffray shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor shall the fact that any person hereby empowered ceases to be an officer of the Band or becomes an officer under some other title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

BE IT FURTHER RESOLVED, that in the event of any change in the office or powers of persons hereby empowered, the Secretary-Treasurer shall certify such changes to Piper Jaffray in writing in the manner hereinabove provided, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted.

BE IT FURTHER RESOLVED, that the Chief Executive, Secretary-Treasurer of the Band be, and hereby is, authorized and empowered to countersign items as aforesaid.

BE IT FURTHER RESOLVED, that these resolutions and the certificates actually furnished to Piper Jaffray by the Secretary-Treasurer of the Band pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by Piper Jaffray.

BE IT FURTHER RESOLVED, that the Mille Lacs Band agrees to arbitrate.

- Arbitration is final and binding on the parties.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

We agree to arbitrate any disputes between Piper Jaffray and the Band. We specifically agree and recognize that all controversies which may arise between Piper Jaffray, its agents, representatives or employees and the Band, concerning any transaction, account or the construction, performance or breach of this or any other agreement between the Band, whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration to the full extent provided by law. Such arbitration shall be in accordance with the rules then in effect, of the Arbitration Committee of the New York Stock Exchange, Inc. or the National Association of Securities Dealers, Inc. as we may elect. We authorize Piper Jaffray, if we do not make such election by registered mail addressed to Piper Jaffray at its main office within 15 days after receipt of notification from Piper Jaffray requesting such election, to make such election on our behalf.

BE IT FURTHER & FINALLY RESOLVED, that the Band Assembly and Chief Executive hereby approve the Bands' entering into a minor trust account agreement with Piper Jaffray, Inc. of Minneapolis, Minnesota.

WE DO HEREBY CERTIFY, that the foregoing resolution was duly concurred with and adopted at a regular session of the Band Assembly in Legislative Council assembled, a quorum of legislators being present held on the 29th day of July, 1993 at Vineland, Minnesota by a vote of 3 FOR, 0 AGAINST, 0 SILENT.

IN WITNESS WHEREOF, we, the Band Assembly hereunto cause to have set the signature of the Speaker of Assembly to be affixed to this resolution and forwarded to the Band Assembly for concurrence.

  
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David Matricius, Speaker of Assembly

IN CONCURRENCE, with the action of the Speaker of Assembly, I, the Chief Executive have set my hand to this resolution.

  
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Marge Anderson, Chief Executive

OFFICIAL SEAL OF THE BAND