

**COCHITI LAKE IMPROVEMENT TRUST AGREEMENT
[RESTATED AND AMENDED]**

This Trust Agreement is entered into by and between COCHITI COMMUNITY DEVELOPMENT CORPORATION, a federal corporation organized under 25 U.S.C. § 477, wholly-owned by the Pueblo de Cochiti, and having its principal offices on the Pueblo de Cochiti, Cochiti Lake, New Mexico ("CCDC") and WELLS FARGO BANK, N.A., a national banking association having offices in Albuquerque, New Mexico ("Trustee").

Recitals

WHEREAS, CCDC has acquired the interests of Great Western Cities Inc. of New Mexico in the Lease dated April 15, 1969 between California City Development Company and the Pueblo de Cochiti for certain lands within the Pueblo de Cochiti (the "Master Lease"), pursuant to and subject to the provisions of the Contract of Sale dated June 15, 1985 between Molly W. Bartholow, Bankruptcy Trustee for Great Western Cities Inc. of New Mexico, and Cochiti Community Development Corporation, a Pueblo de Cochiti corporation (the "Contract of Sale"); and

WHEREAS, Paragraph 14 of the Master Lease called for the establishment of a trust fund accountable to the Pueblo de Cochiti and to the Secretary of the Interior of the United States for the primary purposes of collecting and investing monies to be used for the construction and maintenance of certain off-site improvements within the Town of Cochiti Lake located within the Pueblo de Cochiti and for the orderly disbursement of such funds for such construction and maintenance; and

WHEREAS, CCDC has succeeded to the interests of Great Western Cities, Inc., a California corporation, under that certain Cochiti Lake Improvement Trust Agreement with First National Bank in Albuquerque dated June 26, 1970 as amended by: First Amendment to Cochiti Lake Improvement Trust Agreement dated May 11, 1972; Second Amendment to Cochiti Lake Improvement Trust Agreement dated August 19, 1975; Third Amendment to Cochiti Lake Improvement Trust Agreement dated May 30, 1978; and Fourth Amendment to Cochiti Lake Improvement Trust Agreement dated June 24, 1981 (collectively "1970 Trust Agreement as Amended"); and

WHEREAS, the 1970 Trust Agreement as amended was approved by the Pueblo de Cochiti and the Secretary of the Interior of the United States pursuant to the Master Lease and established the trust fund required by Paragraph 14 of the Master Lease; and

WHEREAS, Wells Fargo Bank, N.A. has succeeded to the rights and obligations of

First National Bank in Albuquerque as trustee under the 1970 Trust Agreement as Amended;
and

WHEREAS, CCDC and Trustee desire to restate the 1970 Trust Agreement as Amended and to further amend that agreement to protect the trust assets and to enhance the ability of CCDC and Trustee to achieve the purposes of the 1970 Trust Agreement as Amended.

NOW THEREFORE, for and in consideration of the covenants herein contained, it is agreed as follows:

I. Effective Date.

This Cochiti Lake Improvement Trust Agreement [Restated and Amended] ("2006 Trust Agreement") shall be effective on _____, 2006.

II. Trust Estate.

- A. There is hereby established a trust fund to be held and administered by the Trustee under the terms and conditions of this 2006 Trust Agreement, which fund shall be known as the Cochiti Lake Improvement Trust Fund (the "Improvement Trust Fund").
- B. The funds in the Improvement Trust Fund as of the effective date of this 2006 Trust Agreement consist of charges paid to CCDC's predecessor by the original purchasers of residential subleases, and investment earnings on those charges. Pursuant to Paragraph 5(d)(2) of the Contract of Sale, CCDC has no obligation under the Master Lease to further develop the premises. Pursuant to Pueblo de Cochiti Tribal Council Resolution No. 96-014, CCDC has no authority to issue new residential subleases within the Master Lease premises. CCDC therefore does not anticipate that CCDC will make any deposits to the Improvement Trust Fund from the sale of subleases under the procedures described in Master Lease Paragraph 14. In the event CCDC is authorized by the Pueblo de Cochiti to sell new subleases within the Master Lease area, CCDC and the Trustee shall amend this Agreement to provide for deposits to the Improvement Trust Fund arising from such sales.
- C. Annual assessments as described in Master Lease Paragraph 14 and as set forth in Paragraph 5 of the General Provisions of the residential sublease agreements may be levied by CCDC on the subleases, the sublessees, or the

interest of the sublessees in the property which is the subject of the subleases. Annual assessments shall not exceed \$140.00 or the total of \$30.00 for each dwelling unit on the subleased premises, whichever sum is larger. CCDC shall levy annual assessments when it determines in good faith that the funds in the Improvement Trust Fund will not be adequate to cover the costs of construction, replacement and maintenance of off-site improvements identified in the Master Plan during the remainder of the Master Lease term.

- D. In the event that the funds in the Improvement Trust Fund are insufficient to pay for the cost of needed off-site improvements, CCDC shall in accordance with Master Lease Paragraph 14 advance funds and deposit the same with the Trustee to the extent necessary to defray such cost. Any funds so advanced by CCDC shall be reimbursed to CCDC from the Improvement Trust Fund as provided in Paragraph VI.E of this Agreement.
- E. The situs of the Improvement Trust Fund and the trust created by this 2006 Trust Agreement shall be at Trustee's place of business, located outside of Pueblo de Cochiti Indian Country, and currently located in New Mexico.

III. Master Plan for Off-Site Improvements.

- A. CCDC shall prepare and provide to Trustee a Master Plan for Off-Site Improvements and shall update and revise the Master Plan every five years, or on such other schedule CCDC shall approve.
- B. The Master Plan shall address the adequacy of existing off-site improvements, the need for new or replacement off-site improvements and the costs of anticipated construction and maintenance of off-site improvements during the remaining term of the Master Lease.
- C. The Trustee is authorized to pay from the Improvement Trust Fund CCDC's reasonable and necessary costs of obtaining professional services from third parties required for preparation and revision of the Master Plan.
- D. The Trustee, in consultation with CCDC, shall determine from time to time based on the Master Plan and supported by the opinion of a qualified engineer retained by CCDC, whether and in what amount a surplus exists in the Improvement Trust Fund, as defined by Master Lease Par. 14 as follows:

a surplus exists if, and to the extent that, all

streets, utilities and off-site improvements needed during the term of the Master Lease have been completed and a reserve has been established in an amount sufficient (including investment earnings on principal) to cover the anticipated costs of maintenance of all such streets, utilities and off-site improvements during the term of the Master Lease.

Disbursements of any such surplus shall be governed by Paragraph VI.F of this Agreement.

IV. Investment of Trust Funds.

- A. Monies deposited with the Trustee under this Agreement shall be continuously invested or deposited, as fully as practicable consistent with the necessity to have monies available for construction and maintenance costs identified in the Master Plan or otherwise authorized by this Agreement.
- B. Monies deposited with the Trustee shall be invested by the Trustee in a prudent manner, reflecting protection of the trust corpus, consistent with the attached Cochiti Lake Improvement Trust Fund Investment Policy. The attached investment policy may be amended only in writing with the approval of CCDC and the Trustee.

V. Additional Powers of Trustee.

- A. The Trustee shall have the following additional powers to execute the primary purposes of this trust:
 - 1. To compromise claims and to enter into arbitration of claims by or against the Trustee or the trust fund.
 - 2. To exercise all rights as the owner of securities, including, but not by way of limitation, the right to vote by proxy, to participate in negotiations and voting trusts, to hold stock in its own name or in the name of a nominee, but this power shall not permit investments in securities other than those specifically herein set forth.
 - 3. To borrow money and to grant a security interest in or pledge the assets

of, the trust as security therefor.

4. To advance money for the protection of the trust and its funds and to secure any such advances by a lien on the property of the trust.
 5. To execute and deliver written instruments reasonably necessary to carry out any power or discretion herein granted to the Trustee.
- B. No powers of the Trustee shall be construed to enable the Trustee or any other person to purchase, exchange or otherwise deal with or dispose of all or any part of the trust funds for less than their fair market value. No person other than the Trustee shall have or exercise the power to vote or direct the voting of any stock or other securities of the trust, to control investments by the trust, or to re-acquire or exchange, any property of the trust by substituting other property of an equivalent value. Nothing in this Paragraph V.B shall be construed to limit the obligation of the Trustee to make disbursement of trust funds in accordance with the express provisions of this trust.

VI. Disbursements of Trust Funds.

- A. Except as provided in Paragraph VI.F governing a surplus, and except as provided in Paragraph XI.B upon termination of the Master Lease, the funds in the Improvement Trust Fund shall be expended only for purposes of construction and maintenance of off-site improvements within the Master Lease area, as defined by Master Lease Paragraph 7.A, such as streets, drainage, water system, sewers, street lighting, power and gas, walls surrounding subdivisions, street furniture and landscaping. The term "off-site" means that the improvement is located outside the boundaries of any residential, commercial, governmental or other sublease from CCDC.
- B. On or before the 20th day of each month, the Trustee shall disburse from the trust funds hereunder to the Pueblo de Cochiti, in such manner as the Pueblo de Cochiti in writing directs, a sum equal to five percent (5%) of the funds deposited in the trust during the previous month from the sale of subleases under the procedures described in Master Lease Paragraph 14, excluding advances made by CCDC and investment earnings on trust funds. This sum shall constitute payment to the Pueblo de Cochiti of the additional rental provided for in Master Lease Paragraph 5.D. The disbursement provided for in this Paragraph VI.A shall have the first priority of any disbursements to be made from the Improvement Trust Fund.

C. Contracts entered into by the Town of Cochiti Lake.

1. If, with consent of CCDC, the Town of Cochiti Lake is the party contracting for the construction or maintenance of off-site improvements within the Master Lease area, the procedures of this Paragraph VI.C shall apply.
2. Prior to entering into the contract, the Town Assembly shall secure from the Trustee written confirmation that the balance of the Improvement Trust Fund in excess of the amount identified as a reserve, if any, is sufficient to permit the payment of the cost of the proposed construction or maintenance contract and that the funds are available for expenditure.
3. Before providing such written confirmation to the Town Assembly, the Trustee shall consult and confer with CCDC and the Trustee shall not provide such written confirmation without receiving the prior written consent of CCDC, on CCDC letterhead and executed by the President/CEO of CCDC and the Chairman of the Board of Directors of CCDC, or such other two persons designated by resolution of the Board of Directors of CCDC.
4. The Town Assembly shall notify the Trustee and CCDC in writing that the Town has entered into the contract, and shall provide a copy of the contract to the Trustee and to CCDC. The Trustee shall then take such actions as are prudent to assure that the necessary funds will be available when payments are due.
5. All requests from the Town for payments under the contract shall be submitted to the Trustee, with a copy to CCDC, on Town letterhead and shall clearly identify the specific invoice number for which payment is requested, and shall include a copy of the invoice and any other supporting documents. All requests for payments shall contain the signatures of two Town officials designated by resolution of the Town Assembly.
6. The Trustee shall make payments directly to the contractor, unless otherwise directed by the written request for payment.

D. Contracts entered into by CCDC.

1. If CCDC is the party contracting for the construction or maintenance of off-site improvements within the Master Lease area, the procedures of this Paragraph VI.D shall apply.
2. Prior to entering into the contract, CCDC shall secure from the Trustee written confirmation that the balance of the Improvement Trust Fund in excess of the amount identified as a reserve, if any, is sufficient to permit the payment of the cost of the proposed construction or maintenance contract and that the funds are available for expenditure.
3. CCDC shall notify the Trustee in writing that CCDC has entered into the contract, and shall provide a copy of the contract to the Trustee solely for the purpose of setting forth the payment schedule. The Trustee shall then take such actions as are prudent to assure that the necessary funds will be available when payments are due.
4. All requests from CCDC for payments under the contract shall be submitted to the Trustee on CCDC letterhead and shall clearly identify the specific invoice number for which payment is requested, and shall include a copy of the invoice and other supporting documents. All requests for payments shall contain two signatures: the President/CEO of CCDC and the Chairman of the Board of Directors of CCDC, or such other two persons designated by resolution of the Board of Directors of CCDC.
5. The Trustee shall make payments directly to the contractor, unless otherwise directed by the written request for payment.

- E. In addition to the disbursements described in Paragraphs VI.A, VI.B, VI.C and VI.D, the Trustee shall repay to CCDC any loans or advances of funds paid to it by CCDC hereunder, within ten (10) days of Trustee's receipt of a written request for payment, to the extent that trust funds are available, excluding the reserve, for such repayment. CCDC shall not be entitled to interest on any such advances and shall be reimbursed only for the principal amounts of such advances. CCDC may request in writing repayment of such advances whenever it deems the amount of trust funds deposited with the Trustee adequate for such purposes, and the Trustee shall make repayments

in accordance with the instructions contained in the agreements with CCDC providing for such advances, provided that the reserve balance is adequate. The Trustee is hereby authorized and empowered to enter into, from time to time and at any time, one or more separate agreements with CCDC concerning the making of such advances, provided only that such agreement or agreements shall not be inconsistent with the terms and provisions herein contained. Any such agreement shall include specific provisions as to the use of such advances and for the manner and time of repayment of such advance.

- F. Pursuant to Master Lease Paragraph 14, surplus funds (as defined in Paragraph III.D of this Agreement) remaining in the Improvement Trust Fund may be disbursed for any community purpose determined necessary and proper by the Trustee after consultation with the Pueblo de Cochiti, CCDC or its successor, and with the Assembly of the Town of Cochiti Lake or its successor. The Trustee shall not disburse any surplus funds without the express written approval of the Pueblo de Cochiti in the form of a resolution of the Tribal Council. Surplus funds shall be deemed to exist only if, based on the Master Plan then in effect:
1. All off-site improvements currently necessary have been constructed as determined by a professional engineer,
 2. A proper reserve exists for construction of additional off-site improvements that will become necessary during the remaining term of the Master Lease as determined by a professional engineer,
 3. A proper reserve exists for the replacement of off-site improvements during the remaining term of the Master Lease as determined by a professional engineer,
 4. A proper reserve exists for maintenance of off-site improvements during the remaining term of the Master Lease as determined by a professional engineer, and
 5. CCDC has been fully repaid any advances made by it hereunder.

VII. Accounting by Trustee.

- A. Quarterly, and at such other times as CCDC may request, but in no event more frequently than monthly, the Trustee shall render statements of account of its

receipts and disbursements as Trustee hereunder and of all investments of trust funds. Copies of all such accountings shall be furnished or made available to CCDC, the Pueblo de Cochiti and the Secretary of the Interior or his authorized representative, delegate or successor.

- B. The Trustee is hereby relieved of any duty to comply with the provisions of the New Mexico Uniform Trustees Accounting Act, as it now reads or is from time to time amended.

VIII. Fees and Expenses of Trustee.

- A. The Trustee shall receive for its services hereunder, compensation computed in accordance with the schedule of fees attached hereto. The schedule of fees shall be subject to review and adjustments no less frequently than every two years.
- B. If the Trustee shall render unusual or extraordinary services or if the said schedule of fees shall be determined by a final decree of a court of competent jurisdiction to have become obsolete or unfair, the Trustee shall be entitled to receive fair and reasonable compensation for its services hereunder, without limitation by reason of such schedule of fees.
- C. The Trustee shall be reimbursed from the trust estate for all reasonable and necessary expenses incurred by it in the administration of this trust, including but not limited to legal fees, accounting services, and other professional services.

IX. Substitution of Trustees.

- A. The Trustee shall be entitled to resign at any time upon sixty days prior written notice to CCDC and the Pueblo de Cochiti. CCDC and the Pueblo de Cochiti jointly reserve the right to terminate the services of the Trustee hereunder at any time upon sixty days prior written notice to the Trustee. In either event, CCDC and the Pueblo de Cochiti shall promptly designate a successor trustee hereunder, who shall be selected only with the written approval of the Secretary of the Interior of the United States or his authorized representative, delegate or successor.
- B. The Trustee shall, upon the effective date of office of a successor trustee hereunder, immediately turn over to such successor trustee all of the trust

estate in whatever form then held and copies of all records relating to its administration hereunder, and shall execute all documents necessary or appropriate to divest itself of all rights and powers hereunder and to vest the same in the successor trustee.

X. Enforcement of Trust.

A. No person or entity other than those hereinafter in this Article X enumerated shall have any right or interest in the Trust Fund or by reason of any action or conduct of the Trustee, and no person or entity other than those in this Article X enumerated shall have any right to commence any action to construe or enforce the terms of this trust or under any of its provisions. The exceptions are:

1. The Pueblo de Cochiti.
2. CCDC, its successors and assigns.
3. The Secretary of the Interior of the United States or his authorized representative, delegate or successor.
4. Such officer of the Town of Cochiti Lake who shall be designated by an Ordinance of the Town Assembly to bring an action or other proceeding for the purpose of requiring disbursements under a contract approved pursuant to Paragraph VI.C., or the representative of the successor of the Town of Cochiti Lake who shall be designated by such successor entity to bring such action or proceeding for such purpose.

XI. Term of Trust.

- A. This trust shall continue until its purposes have been fully accomplished or until the expiration of the Master Lease, or until it is terminated by mutual agreement of CCDC, the Pueblo de Cochiti and the Secretary of the Interior of the United States or his authorized representative, delegate or successor, or the balance of the Trust is no longer economically feasible to continue in the opinion of the Trustee.
- B. Upon any termination of the Master Lease, the funds remaining in the trust, after compensation to the Trustee and payment of any liabilities of the trust,

and after repayment to CCDC of any advances made to the trust as herein provided, shall be disbursed to the persons or entities, and in the proportions, agreed in writing by CCDC, the Pueblo de Cochiti, and the Secretary of the Interior of the United States or his authorized representative, delegate or successor.

XII. Amendment of Trust.

This 2006 Trust Agreement may be amended, from time to time and at any time, by written instrument executed by the Trustee and CCDC or their successors or assigns, with the written approval of the Pueblo de Cochiti and the Secretary of the Interior of the United States or his authorized representative, delegate or successor.

XIII. Choice of Law.

This 2006 Trust Agreement shall be governed by the substantive laws of the State of New Mexico generally applicable to trusts except as expressly stated in this Agreement.

XIV. Dispute Resolution.

- A. CCDC and the Trustee agree that this Agreement is a contract to be performed by the Trustee outside of Pueblo de Cochiti Indian Country, and that any and all claims arising under this Agreement or the Improvement Trust Fund shall be deemed to arise outside of the Pueblo de Cochiti Indian Country.
- B. CCDC and the Trustee agree to attempt to resolve any disputes arising under this Agreement through good faith negotiation, prior to initiation of arbitration as authorized under Paragraph XIV.C.
- C. Arbitration.
 - 1. Arbitration. The parties hereto agree, upon demand by the other party, to submit to binding arbitration all claims, disputes and controversies between them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating to in any way this 2006 Trust Agreement; provided that no claim for money or damages against CCDC shall be submitted to arbitration until after the claim has been presented to CCDC and rejected in conformity with Pueblo de Cochiti Tribal Council Resolution No. _____.

2. Governing Rules. Any arbitration proceeding will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”), but not under the auspices of the AAA, and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code) will govern such arbitration. The arbitration shall be initiated by one party (“Claimant”) giving notice to the other party (“Respondent”) that Claimant elects to refer the dispute to arbitration, and that Claimant has designated an arbitrator who shall be identified in such notice. Respondent shall notify Claimant in writing within ten (10) days after its receipt of Claimant’s notice, indicating whether Claimant’s designated arbitrator is acceptable, or, if unacceptable, designating Respondent’s choice of arbitrator. If Respondent fails within the 10-day period to so notify Claimant, Claimant’s choice of arbitrator shall be deemed approved by Respondent. If, however, Respondent timely responds, but selects a second arbitrator, neither Claimant’s nor Respondent’s selected arbitrators will serve as arbitrator in resolving the Dispute; rather, the designated arbitrators of Claimant and Respondent will select a third arbitrator, i.e., within ten (10) days after Respondent’s arbitrator was designated, which third arbitrator, acting alone, shall serve as arbitrator in the resolution of the Dispute. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within 90 days of the designation of the arbitrator. Arbitration proceedings shall be conducted in Albuquerque, New Mexico. At the conclusion of any arbitration proceeding, the arbitrator shall make specific written findings of fact and conclusions of law. The parties agree to keep all disputes and arbitration proceedings strictly confidential, except for disclosure of information required by applicable law. If there is any inconsistency between the terms of this section and the AAA Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.
3. Arbitrator Qualifications and Powers. The arbitrator will be a neutral attorney licensed in the State of New Mexico or a neutral retired judge

of the state or federal judiciary of New Mexico, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of New Mexico and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the New Mexico Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

4. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date and within 90 days of the designation of the arbitrator. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.
5. Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding. All fees of the arbitrator shall be equally paid by the parties, unless otherwise specified in the arbitrator's award. The parties shall each bear their own attorneys' fees and arbitration expenses.

6. Miscellaneous. To the maximum extent practicable, the arbitrator and the parties shall take all action required to conclude any arbitration proceeding within 90 days of the designation of the arbitrator. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. This arbitration provision shall survive termination, amendment or expiration of any this 2006 Trust Agreement or any relationship between the parties.

D. **LIMITED WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION.** The Tribal Council of the Pueblo de Cochiti has enacted Resolution No. _____ granting a limited waiver of CCDC's sovereign immunity as authorized by Sections 800.B, 1600 and 1601 of CCDC's Federal Charter of Incorporation issued by the United States Secretary of the Interior on June 3, 1998. CCDC is subject to compulsory arbitration and suit to enforce this 2006 Trust Agreement on the terms and subject to the conditions stated in Resolution No. _____. CCDC and Trustee each acknowledge and stipulate that the Williams v. Lee Doctrine prohibiting the exercise of state court jurisdiction over an Indian defendant in a civil action respecting an on-reservation transaction is not applicable to this transaction, that the exhaustion of Tribal Remedies Doctrine of National Farmers Union would have no application to this transaction because it is an off-reservation transaction, and that the BIA contract approval requirements of 25 U.S.C. §81 have no application to this transaction, as it does not create any encumbrance of Indian trust or restricted lands. CCDC recognizes the legitimacy of state court jurisdiction to enforce this 2006 Trust Agreement as provided in Tribal Council Resolution No. _____.

XV. Miscellaneous.

- A. CCDC shall provide Trustee with copies of its Federal Charter issued by the Secretary of the Interior, its Bylaws, and any amendments thereto when made and approved.
- B. CCDC shall provide Trustee with a copy of the Resolution naming person(s) authorized to act for the corporation and a copy of the Resolution which permits the corporation to enter into this Agreement, which any changes thereto when made.

C. CCDC shall provide specimen signatures and identification of person(s) authorized to act on behalf of the corporation.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates specified below.

COCHITI COMMUNITY
DEVELOPMENT CORPORATION

By: _____

Title: _____

Date: _____

WELLS FARGO BANK, N.A.

By: _____

Title: _____

Date: _____

APPROVALS

PUEBLO DE COCHITI

ATTEST:

By: _____
Cippy Crazyhorse, Governor

Date: _____

DEPARTMENT OF THE INTERIOR

By: _____

Date: _____

Southwest Regional Director
Bureau of Indian Affairs
Delegation Order _____