

RESOLUTION OF THE
NAVAJO NATION COUNCIL

23RD NAVAJO NATION COUNCIL -- Fourth Year, 2018

AN ACTION

RELATING TO THE BUDGET AND FINANCE AND NAABIK'ÍYÁTI' COMMITTEES AND NAVAJO NATION COUNCIL; DESIGNATING THAT THE NET PROCEEDS RECEIVED FROM THE UNITED STATES THROUGH SETTLEMENT OF RAMAH NAVAJO CHAPTER, ET AL., V. JEWELL, No. 90-CV-957 (D.N.M.), BE DEPOSITED IN THE SÍHASIN FUND PURSUANT TO CD-68-14 AND 12 N.N.C. § 2501

BE IT ENACTED:

Section One. Authority

- A. The Navajo Nation Council is the governing body of the Navajo Nation and enacts laws and sets policy for the Navajo Nation. 2 N.N.C. § 102 (A).
- B. The Navajo Nation Council may designate that the net proceeds of settlement or judgment awards against the United States concerning its failure to ensure that the Navajo Nation received all funds due and owing under the United States' trust obligations and fiduciary duties be deposited into the Síhasin Fund. 12 N.N.C. § 2501.
- C. The Naabik'íyáti' Committee of the Navajo Nation Council is empowered to review proposed legislation, which requires final action by the Navajo Nation Council. 2 N.N.C. § 164 (A) (9).
- D. The Budget and Finance Committee of the Navajo Nation Council is empowered to review and recommend to the Navajo Nation Council the budgeting, appropriation, investment, and management of all funds. 2 N.N.C. § 301 (B) (2).

Section Two. Findings

- A. On May 30, 2014, the 22nd Navajo Nation Council adopted Resolution No. CMY-28-14 accepting a settlement of the Navajo Nation's lawsuit, *Navajo Nation v. United States*, No. 06-945L (United States Court of Federal Claims) against the United States for its historical mismanagement of the tribe's trust assets and its failure to ensure that the Navajo Nation received all funds due and owed under the United States' trust obligations and fiduciary duties.

Resolution No. CMY-28-14 was signed into law by the President of the Navajo Nation on June 4, 2014.

- B. On December 13, 2014, the 22nd Navajo Nation Council adopted Resolution No. CD-68-14, attached as Exhibit A, enacting the Navajo Nation Breach of Trust Settlement Act of 2014 (hereinafter "2014 Act") and establishing the Navajo Nation Síhasin Fund at 12 N.N.C. § 2501 et seq. The President of the Navajo Nation signed Resolution No. CD-68-14 into law on December 31, 2014.
- C. The 2014 Act mandated that the net proceeds and earnings thereon received by the Navajo Nation from the settlement of *Navajo Nation v. United States*, No. 06-945L, and that, when duly designated, the net proceeds of settlements or judgment awards of other litigation(s) brought against the United States concerning its failure to ensure that the Navajo Nation received all funds due and owing under the United States' trust obligations and fiduciary duties, be deposited into the Síhasin Fund and managed and invested to provide financial support and/or financing for (1) the planning and development of regional infrastructure supporting economic and community development, including housing, within the Navajo Nation; and/or (2) education opportunities for members of the Navajo Nation. See 12 N.N.C § 2501 and § 2502 (A).
- D. When adopting Resolution No. CD-68-14, the 22nd Navajo Nation Council was aware of the Navajo Nation's involvement in additional lawsuits against the United States, specifically including *Ramah Navajo Chapter, et al., v. Jewell*, No. 90-CV-957 (D.N.M.), concerning funds due and owing to the Navajo Nation by the United States and purposefully included language in the 2014 Act wherein the Navajo Nation Council could designate that the net settlement or judgements proceeds from such additional lawsuits be deposited in the Síhasin Fund. See CD-68-14, Section 2 and 12 N.N.C. § 2501.
- E. *Ramah Navajo Chapter, et al., v. Jewell*, No. 90-CV-957 (D.N.M.) is a class action lawsuit filed in 1990 against the United States Department of Interior's ("DOI") for failure to pay full contract support costs to tribes and tribal organizations contracting to run Bureau of Indian Affairs' ("BIA") programs through the Indian Self-Determination and Education Assistance Act of 1975 ("ISDA"), Pub. L. 93-638, as amended.

- F. Contracts awarded through the ISDA specifically reaffirm the United States' trust responsibility to the Tribal contractor and nothing in the contracts may be construed to terminate, waive, modify, or reduce the trust responsibility of the United States to the Tribe and the DOI Secretary shall act in good faith in upholding such trust responsibility. See 25 U.S.C. §4501 (c) (d) (1).
- G. In 1990, the Ramah Chapter brought suit in the United States District Court of the District Court of New Mexico claiming that the DOI improperly calculated indirect cost rates for ISDA contractors; and in 1993, the District Court certified a class of all Tribes, including the Navajo Nation, and tribal organizations that have ISDA contracts or compacts.
- H. In 1999 and 2002, the parties entered settlement agreements to resolve unpaid contract support costs for the years 1989 through 1993; and in 2008, the parties entered a third settlement agreement to reform the indirect cost rate system.
- I. Notwithstanding the 1999, 2002 and 2008 settlement agreements, Tribes' and tribal organizations' claims for unpaid or underpaid contract support costs for the years 1994 through 2013 remained unsettled until the Final Settlement Agreement, attached as Exhibit B, was filed with the District Court on September 16, 2015; the District Court issued Amended Findings of Facts and Conclusions of Law Approving Final Settlement Agreement and Fees on March 2, 2016; and the Claim Form Amounts for Class Members, attached as Exhibit C, was filed with the District Court on August 15, 2016.
- J. The Final Settlement Agreement, as set forth in the Claim Form Amounts for Class Members, Exhibit C, awards a settlement amount of fifty-eight million four hundred thirteen thousand eight hundred nine dollars and thirty-six cents (\$58,413,809.36) to the Navajo Nation. Exhibit C, page 10.
- K. The Navajo Nation Council hereby determines that the *Ramah Navajo Chapter, et al., v. Jewell* settlement award to the Navajo Nation meets the criteria of 12 N.N.C. § 2501 and that the net proceeds from such settlement are eligible for deposit in the Síhasin Fund.

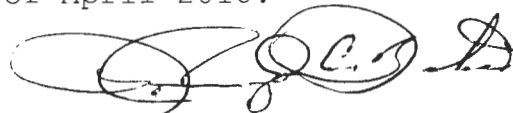
- L. As anticipated and intended by the 22nd Navajo Nation Council during their adoption of CD-68-14 and the 2014 Act, the Navajo Nation Council further determines that it is the best interests of the Navajo Nation and the Navajo people to designate that the net proceeds of fifty-eight million four hundred thirteen thousand eight hundred nine dollars and thirty-six cents (\$58,413,809.36) awarded to the Navajo Nation in the settlement of *Ramah Navajo Chapter, et al., v. Jewell*, No. 90-CV-957 (D.N.M.), be deposited in the Sihasin Fund pursuant to CD-68-14 and 12 N.N.C. § 2501 and used for the purposes set forth in the 2014 Act and 12 N.N.C. § 2501 *et seq.*

Section Three. Approving and Designating

- A. The Navajo Nation Council approves and designates that the net proceeds of fifty-eight million four hundred thirteen thousand eight hundred nine dollars and thirty-six cents (\$58,413,809.36) awarded to the Navajo Nation in the settlement of *Ramah Navajo Chapter, et al., v. Jewell*, No. 90-CV-957 (D.N.M.), be deposited in and added to the Sihasin Fund.
- B. The Navajo Nation Council also approves that the *Ramah Navajo Chapter, et al., v. Jewell*, No. 90-CV-957 (D.N.M.), settlement proceeds added to the Sihasin Fund be subject to all provisions of 12 N.N.C. § 2501 *et seq.*

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that the same was passed by a vote of 12 in favor and 07 opposed, on this 17th day of April 2018.



LoRenzo C. Bates, Speaker
23rd Navajo Nation Council

4-27-18

Date

Motion: Honorable Tuchoney Slim, Jr.
Second: Honorable Dwight Witherspoon

Speaker Bates not voting

RESOLUTION OF THE
NAVAJO NATION COUNCIL

22nd NAVAJO NATION COUNCIL - Fourth Year, 2014

AN ACTION

RELATING TO LAW AND ORDER, BUDGET AND FINANCE, AND NAABIK'ÍYÁTI' COMMITTEES AND NAVAJO NATION COUNCIL; ENACTING "THE NAVAJO NATION TRUST SETTLEMENT ACT OF 2014" BY AMENDING TITLE 12 OF THE NAVAJO NATION CODE AND ESTABLISHING "THE SÍHASIN FUND" TO INCLUDE THOSE SETTLEMENT MONIES RECEIVED FROM THE UNITED STATES THROUGH SETTLEMENT OF NAVAJO NATION v. UNITED STATES, No. 06-945L, AND THOSE MONIES RECEIVED THROUGH FUTURE SETTLEMENT OR JUDGEMENT OF OTHER LITIGATION BROUGHT AGAINST THE UNITED STATES FOR ITS FAILURE TO ENSURE THAT THE NAVAJO NATION RECEIVES ALL FUNDING OWED TO IT VIA THE UNITED STATES' TRUST AND FIDUCIARY RESPONSIBILITIES TO THE NAVAJO NATION

BE IT ENACTED:

Section 1. Findings

The Navajo Nation Council hereby finds that:

- A. As recognized in the Navajo Tribe's Treaty of 1848 with the United States, 9 Stat. 974, 974-75 (Sept. 9, 1849), as well as in numerous decisions of the United States Supreme Court and defined in a range of federal public laws, statutes and regulations, the United States holds ceded Navajo tribal lands in trust for the collective benefit of the Diné.
- B. In exchange for the cessation of Navajo tribal lands, the United States assumed the duties and responsibilities of a trustee for the tribal land and resources of the Navajo Nation. In its capacity as trustee for the Nation, the United States has a continuing fiduciary obligation of the highest order to properly manage and account for the Nation's interests in tribal trust lands and the attendant natural resources, including the income and revenue derived from such interests, with the greatest skill and care possessed by the trustee.

- C. Through the enactment of various federal laws and statutes, Congress delegated the duty and authority to approve encumbrances and conveyances of interests in tribal trust lands to the Secretary of Interior ("Secretary"). The specific terms and conditions under which the Secretary makes such encumbrances and conveyances are established through federal laws and statutes which generally require that compensation be paid to the tribal government for the use of tribal trust lands.
- D. Congress charged the Secretary with the exercise of the United States' trustee duties including its fiduciary obligations to collect income and revenue generated through the use of tribal trust lands and natural resources, as well as the obligation to properly deposit that income and revenue in the United States' Treasury and other depository institutions for the benefit of the particular tribe. Congress also required that the Secretary invest tribal trust funds, regardless of source, and that the interest earnings accrue to the benefit of the particular tribe.
- E. Under Congress' charge, the Secretary assumed trustee responsibilities for the management and administration of the Nation's tribal trust lands and natural resources, as well as the collection, deposit and investment of the revenue and income generated by those tribal trust lands and resources. Under the management of the Secretary, the Nation's tribal trust lands have generated income and revenue through, among others, timber sales; right-of-way payments; grazing and agricultural leases; coal, uranium, vanadium, sand & gravel, and oil & gas bid deposits, bonuses, rents, leases and royalty payments; and judgments paid to the Nation stemming from such activities.
- F. The Secretary's trustee responsibilities extend to its continuing fiduciary obligation to formally account for all aspects of federal management of the Nation's tribal trust lands and natural resources, including the administration of the Nation's tribal trust funds. The United States' trustee responsibilities, as exercised through the Secretary, encompass its comprehensive duty to ensure that the Nation's tribal trust lands and resources and trust funds are protected, preserved and properly administered and invested, as well as discrete duties to maintain adequate records with respect to the trust property; ensure adequate systems and controls to guard against error or

dishonesty; and provide regular and formal accountings to the Nation as the tribal trust beneficiary.

- G. Between 1950 and 1983, the Nation filed six separate lawsuits against the Secretary, Department of Interior ("Interior") and United States alleging various violations of the United States' trustee responsibilities relating to mismanagement of trust funds and mismanagement of certain of the Nation's tribal trust lands and natural resources. These lawsuits, Docket Numbers 69, 299 and 353 in the Indian Claims Commission and Docket Numbers 256-69, 377-70 and 588-83L in the U.S. Court of Claims, were resolved by four different settlements. Docket Number 353 as well as Docket Numbers 69 and 299 in part were settled in 1982. The remainder of Docket Numbers 69 and 299, as well as all of the Court of Claims dockets, were settled through three additional settlements in 1987.

- H. Numerous federal agencies, including the Inspector General for the Department of the Interior and the United States General Accounting Office, found that over the course of the last century there were massive and long-standing problems with the Interior's management and administration of Indian trust funds. After a series of oversight hearings focused specifically on Interior's management of Indian trust funds through its Bureau of Indian Affairs ("BIA"), Congress - publically condemned Interior's management and administration practices. See *Misplaced Trust, Bureau of Indian Affairs Mismanagement of the Indian Trust Fund*, H.R. Rpt. No. 102-499 (1992). In its 1992 post-hearing report Congress found that

"Scores of reports over the years by the Interior Department's Inspector General, the U.S. General Accounting Office, the Office of Management and Budget, have documented significant, habitual problems in BIA's ability to fully and accurately account for trust fund moneys, to properly discharge its fiduciary responsibilities, and to prudently manage the trust funds." [Id. at 2].

- I. In that same 1992 report, Congress also expressly found Interior's

"[A]dministration of Indian trust funds to be: Grossly inadequate in numerous important respects. The Bureau [of Indian Affairs] has failed to accurately account for trust

fund moneys. Indeed, it cannot even provide account holders with meaningful periodic statements on their balances. It cannot consistently and prudently invest trust funds and pay interest to account holders. It does not have consistent written policies or procedures that cover all of its trust fund accounting practices. Under the management of the Bureau of Indian Affairs, the Indian trust fund is equivalent to a bank that doesn't know how much money it has." [Id. at 56].

- J. While the Congressional oversight hearings identified that Interior's management and administration of tribal trust funds resulted in losses to the Tribe(s), the exact extent of such losses was unknown to the Tribe(s), including the Nation, because Interior failed to provide the Tribe(s) with an accounting of their tribal trust funds. See *Misplaced Trust*, H.R. Rpt. No. 102-499 at 37-41. Interior further failed to maintain accurate books and records of account, lost and destroyed relevant trust account records, failed or refused to disclose known losses to the trust beneficiaries, failed or refused to reimburse trust beneficiaries for losses to their trust funds. Id.
- K. Through Pub. L. No. 100-202, 101 Stat. 1329, December 22, 1987 ("1987 Act"), Congress mandated Interior to audit and reconcile tribal trust funds and provide individual tribes with a formal accounting of such funds. Congress reaffirmed these mandates in three (3) subsequent statutes and further required that Interior certify, through an independent party, the results of the reconciliation of tribal trust funds.
- L. At the time of the 1992 Congressional oversight hearings, Interior had not fully complied with the mandates of the 1987 Act and on October 25, 1994, Congress enacted the American Indian Trust Fund Management Reform Act, codified at 25 U.S.C. §§ 4001-61. Under this Act, Congress recognized the United States' pre-existing trust responsibilities, and charged Interior with additional responsibilities to ensure proper discharge of the trust responsibilities of the United States, including the duty to provide periodic, timely accountings of trust funds to tribal and individual Indian beneficiaries, and the duty to cause an annual audit of all trust funds to be conducted. 25 U.S.C. § 4011; 25 U.S.C. § 162a(d).

- M. In the early 1990s, Interior contracted the Arthur Andersen accounting firm to provide a reconciliation, as opposed to an actual audit, of certain tribal trust fund accounts. In 1995, a report prepared by Arthur Andersen was delivered to the Nation. This report (generally referred to as the "Andersen Report") attempted to provide an accounting for Navajo tribal trust funds held and administered by B.I.A. from 1972 through 1992.
- N. The Andersen Report, which was not certified by an independent party as mandated by Congress, expressly states that the work done does "not constitute an audit made in accordance with generally accepted auditing standards." The Andersen Report was strongly criticized by the United States General Accounting Office ("GAO"). In a report to the Senate Committee on Indian Affairs, GAO identified that the Andersen Report does not reflect reliable, accurate or complete accountings of a tribe's trust funds, for among other reasons: (a) the report was not conducted pursuant to generally accepted accounting principles, but was based on procedures defined by the B.I.A., which imposed limitations on the scope of the work and made changes in methodologies over the course of the project that were not disclosed to the Tribe(s); (b) the report was premised on the erroneous assumption that an accounting of trust funds could be done based on review of information recorded in the B.I.A.' accounting system, without determining whether all receipts or income due had been collected and properly recorded and therefore fails to address the possibility that materially significant transactions were not recorded by the B.I.A. or that the information as recorded by the B.I.A. was inaccurate or in error; (c) the report does not disclose adjustments that were recommended by Arthur Andersen but which the B.I.A. did not accept and input; (d) the report expressly fails to address many transactions where accounting records could not be located. See United States General Accounting Office, *Report to Senate Committee on Indian Affairs, Tribal Reconciliation Results*, GAO Report No. B-266127, May 3, 1996.
- O. In 1995, the Secretary asked tribal governments, including the Nation, whether the Tribe would accept the findings of the Andersen Report as a full and complete accounting of their tribal trust funds, and whether the Tribe would accept the balances of its tribal trust funds as reflected in the Andersen Report as settlement of tribal trust fund mismanagement claims. Arthur Anderson had speculated that

the Nation's financial or trust fund claims for the period of 1972 to 1992 could be settled in the range of \$28 million to \$52 million. The Nation, through its Division of Finance and Office of the Controller, did not accept the Andersen Report as a full and complete accounting of the Nation's tribal trust funds, nor did they accept the balances of the Nation's tribal trust funds reflected in the report. The actions of the Office of the Controller preserved the Nation's rights to bring subsequent litigation against the United States, such as, *Navajo Nation v. United States*, No. 06-945L, for mismanagement of the Nation's tribal trust funds and tribal trust resources.

- P. To protect the rights of tribes until accountings of their trust funds could be completed by Interior, Congress provided, in each Interior Department Appropriations Act since 1990 to at least 2006 that "the statute of limitations shall not commence to run on any claim concerning losses to or mismanagement of trust funds until the affected tribe or individual Indian has been furnished with an accounting of such funds from which the [tribe as] beneficiary can determine whether there has been a loss." See, e.g., Act of November 5, 1990, Pub. L. No. 101-512, 104 Stat. 1915. As of the end of October 2006, the Secretary had not provided the Nation with a full accounting of its tribal trust funds. The Interior Department Appropriations Acts' provisions delaying the start of the statute of limitations only applied to claims concerning mismanagement of the trust funds and did not apply to claims concerning mismanagement of the actual trust resources.

- Q. On November 1, 2006, the 20th Navajo Nation Council unanimously passed Legislation No. CN-57-06 authorizing the Navajo Nation Attorney General to file a lawsuit against the United States for the alleged breach of its fiduciary duties to the Nation arising under treaties, executive orders, public laws, statutes, regulations and contracts due to its mismanagement of the Nation's tribal trust assets, including tribal trust funds and select tribal resources, specifically excluding water and assets held in trust for individual Navajo members. Navajo Nation President, Joe Shirley, Jr., signed Legislation No. CN-57-06 into law on November 13, 2006.

- R. On December 29, 2006, the Nation, under the 2 N.N.C. § 1964 (F) authorities of its Attorney General, filed suit against the United States in the United States Court of Federal Claims seeking monetary damages from the federal government for its mismanagement of the Nation's tribal trust resources and tribal trust funds. The lawsuit is captioned *Navajo Nation v. United States*, No. 06-945L, and, depending on the particular tribal trust resource at issue, generally spans the period from August 14, 1946 to the present.
- S. The Court of Federal Claims is the only trial court with jurisdiction to hear claims against the United States for monetary relief exceeding \$10,000.00. The Court is, nonetheless, a court of limited jurisdiction and lacks authority to adjudicate tribal or individual Indian monetary claims against the federal government for periods prior to August 14, 1946. The Indian Claims Commission, which is no longer in existence, was the forum available for tribal or individual Indian monetary claims for periods prior to August 14, 1946.
- T. Between 1995 and the beginning of 2007, over one hundred (100) tribal governments had filed lawsuits against the United States analogous to *Navajo Nation v. United States*, No. 06-945L. As was the practice in the majority of Court of Federal Claims' tribal trust mismanagement cases, the trial judge referred the Nation's lawsuit to Alternative Dispute Resolution ("ADR") to determine whether the case could be resolved without the length and expense of formal litigation and discovery. In October of 2007, the Nation and the United States voluntarily agreed to stay the litigation and pursue settlement under the supervision of a federal ADR judge appointed by the Court of Federal Claims. In February of 2008, the Court issued a Confidentiality Agreement and Protective Order ("CAPO") restricting both parties' dissemination of settlement communications and materials.
- U. In July of 2012, the Court of Federal Claims trial judge lifted the stay for ADR and *Navajo Nation v. United States*, No. 06-945L, returned to active litigation. The litigation was bifurcated into two phases, with Phase I concerning the trust fund mismanagement claims and Phase II concerning the trust resource mismanagement claims. Under this bifurcation, the parties agreed to fully litigate Phase I claims before commencing any discovery and pre-trial

motioning on Phase II claims. The Court set an expedited fact discovery deadline of May 2014 for the Phase I claims with a trial expected sometime in 2015.

- V. Once the Court established the Phase I discovery deadline, the United States' attorneys aggressively pursued extremely broad discovery requests requiring the Nation to produce massive volumes of tribal documents. The Nation's Office of the Attorney General determined that additional legal resources were needed to meet the aggressive trial calendar and handle both offensive and defensive discovery while also pursuing negotiations in ADR. To provide the additional legal resources needed, the Office of the Attorney General retained additional outside legal counsel, BuckleySandler LLP, for the Nation as substitute lead counsel.
- W. Once BuckleySandler was retained, the Nation's attorneys expedited discovery and litigation preparation efforts for a Phase I trial predicted to commence in early 2015, enlisting the efforts of over 35 attorneys over the course of the litigation efforts. As part of these efforts, a rotating team of attorneys were assigned to work on the Navajo reservation to preserve, gather, organize and review millions of pages of Navajo Nation records in response to the United States' discovery demands and to interview potential witnesses. Over all, the Nation's attorneys reviewed millions of Navajo and federal government documents, totaling more than seven million pages, and interviewed or deposed dozens of current and former tribal and federal government officials and employees. The Nation's attorneys also served additional focused written discovery demands on the United States' government and filed motions based on the failure of the United States to timely provide documents and depositions previously requested by the Nation.
- X. During the expedited trial preparation efforts, the Nation's attorneys continued to engage the United States' attorneys in confidential settlement discussions under the supervision of the ADR judge and in June of 2013, the United States made its first formal proposal to settle Navajo Nation v. United States, No. 06-945L, before the trial commenced. Pursuant to his 2 N.N.C. § 1964(F) authorities, the Nation's Attorney General and outside legal counsel rejected the settlement proposal as substantially insufficient.

- Y. On September 26, 2013, the Naabik'Iyáti' Committee of the Navajo Nation Council passed NABIS-42-13 creating a Trust Mismanagement Litigation Task Force ("Task Force"), composed of Council Delegates, from each agency and each standing committee, as well as Presidential appointees, to assist and consult with the Navajo Nation Office of the Attorney General, Department of Justice, outside legal counsel and the Office of the Navajo Nation President & Vice-President in evaluating whether any proposals put forth by the United States to settle *Navajo Nation v. United States*, No. 06-945L, were in the best interests of the Nation.
- Z. Between June of 2013 and mid May of 2014, the United States made six (6) formal settlement proposals to the Nation. After evaluation by the Nation's attorneys, the Task Force, and the Office of the President and Vice-President, each of the United States' settlement proposals were rejected as unacceptable, insufficient and not in the best interests of the Nation. On May 16, 2014, the United States made a settlement offer that was acceptable to the Nation's Attorney General, outside legal counsel, the Task Force and the Office of the President & Vice-President as being in the best interests of the Navajo Nation. On May 30, 2014, the settlement was adopted by the Navajo Nation Council through Resolution No. CMY-28-14 and signed into law by the President of the Navajo Nation on June 4, 2014.
- AA. This settlement secures redress and resolution to the historical mismanagement of the Navajo Nation's trust assets by the United States. Under the terms of the settlement agreement, the Navajo Nation dismissed its pending lawsuit and in return received a payment of \$554 million, as well as non-monetary benefits, from the United States. Under the agreement, the United States also commits to providing the Nation with all required reports of assets that continue to be held in trust for the benefit of the tribe and its members. The settlement specifically does not settle claims concerning the Nation's water rights or concerning environmental or health impacts from historical uranium mining or processing on or near the Navajo reservation. It also does not settle any claims held by individual Navajo members, and only settles claims held by the Navajo Nation as a tribal government.

- BB. The \$554 million settlement is the highest payment by the United States in any trust mismanagement breach of trust case filed by a tribe against the United States. More than 70 other tribes have already litigated to judgment or settled claims against the United States, but even the highest recovery by another tribe is still more than \$170 million less than the amount the Navajo Nation will receive to resolve its claims. The vast majority of tribes received less than \$20 million.
- CC. The settlement resolves many serious risks raised by the United States in its defense that the Nation would potentially face if it continued to pursue its claims through litigation. For instance, it resolves the risks from the United States' numerous affirmative defenses wherein the United States argued, based on the language of prior settlement documents, that the vast majority of the Nation's claims had already been addressed in prior settlements or were barred by the statute of limitations, and that the Nation was precluded from raising those claims now. The United States also argued that the Nation was unable to prove its claimed damages. The position of the United States was that based on recent decisions from the United States' Supreme Court in Indian breach of trust cases that any victory by the Nation at trial would ultimately be reversed by the Supreme Court, much like what the Nation has experienced in past cases.
- DD. The settlement also resolves the risk that the Nation would not actually receive any money damages until a decade or more after being awarded damages because of the lengthy appeals process. Any such money damages would not earn interest during the appeals process. The settlement ensures that the Nation can use and invest the money now rather than continue to spend money to litigate and prove damages, especially given that many of the documents relevant to the case have been lost or destroyed, and many witnesses relevant to the case have passed away or no longer recall details concerning the funds and resources at issue.
- EE. During the many decades that the United States was in breach of its fiduciary duties to the Nation and engaged in the mismanagement of the Nation's tribal trust assets and resources, the tribal government was without sufficient funds to provide basic services and amenities to the Dine' of past generations. The tribal government was also without funds to develop an infrastructure within the four sacred

mountains that would support the growth and development of opportunities crucial for the prosperity of future generations of Diné.

FF. Between October 6, 2014 and November 8, 2014 the Office of the Speaker held seven (7) public hearings, as directed by the Navajo Nation Council's Naabik'iyáti' Committee on July 10, 2014, to receive input from Navajo Nation members on how the settlement proceeds should be used and/or invested. During that same time period the Office of the President & Vice-President held five (5) town hall meetings for a similar purpose.

GG. The following amendments to the Navajo Nation Code are in the best interest of the Nation and consistent with the collective wishes expressed by its members. These amendments are intended to ensure that the net proceeds from the redress of the United States breach of its fiduciary duties and mismanagement of the Nation's tribal trust assets and resources buttress the planning and development of regional infrastructure supporting economic and community development, including housing, within the Navajo Nation, as well as support education opportunities for Navajo members, essential to prevent sacrifices endured by past generations of the Dine' from being revisited on future generations.

Section 2. Purpose of the Navajo Nation Breach of Trust Settlement Act of 2014

Under the authorities of 12 N.N.C. § 820 (K), this Act clarifies and designates that the net proceeds received from the settlement of Navajo Nation v. United States, No. 06-945L, and other litigation against the United States for breach of its fiduciary responsibilities are not projected revenues as used in the Navajo Nation Appropriations Act, 12 N.N.C. § 800 et seq., and other provisions of the Navajo Nation Code and shall not be deposited into the Nation's General Fund or Unreserved, Undesignated Fund Balance ("UUFB"). Instead such monies shall be deposited into the Navajo Nation Sihasin Fund and managed and invested to provide for the planning and development of regional infrastructure supporting economic and community development, including housing, within the Navajo Nation, as well as education opportunities for Navajo members of this and future generations.

TITLE 12. FISCAL MATTERS

CHAPTER 24. HISTORICAL TRUST MISMANAGEMENT LITIGATION TRUST FUND

§ 2401. Establishment

~~E. The Navajo Nation Controller shall deposit the full amount of any monetary award or settlement to the Navajo Nation resulting from the final resolution of the Navajo Nation's historical trust asset mismanagement litigation against the United States in the Unreserved, Undesignated Fund Balance of the Navajo Nation.~~

TITLE 12. FISCAL MATTERS

CHAPTER 25. NAVAJO NATION SIHASIN FUND

§ 2501. Establishment

There is established the "Navajo Nation Sihasin Fund (hereinafter "Fund").

A. The Navajo Nation Council hereby designates that the net proceeds and earnings thereon received by the Navajo Nation through settlement of the litigation captioned Navajo Nation v. United States, No. 06-945L, shall be deposited into the Fund. Additional deposits, when duly designated, may be made to the Fund from the net proceeds of settlement or judgment awards of other litigation brought against the United States concerning its failure to ensure that the Navajo Nation received all funds due and owing under the United States' trust obligations and fiduciary duties.

B. Proceeds from settlements shall not be deemed as projected revenues subject to statutory set-asides under Title 12 of the Navajo Nation Code unless otherwise designated by the Navajo Nation Council.

C. The Navajo Nation Council may make additional appropriations to the Fund from any other sources of revenue that become available to the Navajo Nation.

D. Any money deposited in or appropriated to the Fund, regardless of source including earnings thereon, shall be used only as provided in this Chapter.

E. The Fund shall be a continuing account and shall not lapse on an annual basis pursuant to 12 N.N.C. § 820(N).

§ 2502. Purpose

A. The purposes of this Fund are to provide financial support and/or financing for:

1. the planning and development of regional infrastructure supporting economic and community development, including housing, within the Navajo Nation; and
2. education opportunities for members of the Navajo Nation.

B. Leveraging the Fund by way of guaranteeing loans, match funding, direct funding in part, and other weighted uses of the Fund shall be favored over direct funding in whole:

§ 2503. Investment of the Fund

All monies deposited in the Fund shall be invested as soon as practical in accordance with:

- A. The degree of care exercised by reasonable and prudent managers of investments intended to produce maximum growth of the investments with a high degree of safety; and

- B. Specific investment objectives and policies as formally adopted by the Naabik'iyáti' Committee of the Navajo Nation Council.

§ 2504 Definition of Fund Principal and Income

- A. "Fund Principal" shall consist of all deposits made to the Fund pursuant to § 2501 of this Chapter.
- B. "Fund Income" shall consist of all earnings (interest, dividends, etc.) generated and realized by the principal of the Fund.

§ 2505 Expenditure of the Fund

- A. With the exception of outstanding and accrued litigation costs, the Fund Principal and Income shall not be expended except pursuant to a Fund Expenditure Plan consistent with the purposes set forth in § 2502 of this Chapter and adopted by a two-thirds (2/3) vote of all members of the Navajo Nation Council.
- B. Expenditures for outstanding and accrued litigation costs shall be approved by the Law & Order and Budget & Finance Committees upon the recommendations of the Attorney General and Controller of the Navajo Nation.
- C. Until such time as the Fund Expenditure Plan is duly adopted, all Fund Income shall be deposited in the Fund and added to the Fund Principal.

§ 2506 Annual audited report

The Fund shall be audited annually. Within 120 days of the end of each fiscal year, an audit report shall be distributed to the members of the Navajo Nation Council. The report shall be written in easily understandable language. The report shall include financial statements, a statement of the amount of money received by the Fund from each investment during the period, a statement of investments of the Fund including an appraisal at market value, a description of Fund investment activity during the period covered by the report, a statement of the Fund performance and information relevant to the management of the Fund.

§ 2507 Expenses

All expenses directly associated with the administration and management of the Fund shall be paid from the Fund income as approved by the Naabik'iyati' Committee of the Navajo Nation Council. Such expenses shall include investment advisory and management fees, audit costs and other related expenses, all pursuant to duly approved contracts pursuant to Navajo Preference for such services.

§ 2508 Amendments

Any section(s) herein may be amended by a ninety percent (90%) vote of the full membership of the Navajo Nation Council and signature of the President of the Navajo Nation.

Section 3. Effective Date

The Act is effective upon its approval pursuant to 2 N.N.C. §221.

Section 4. Codification

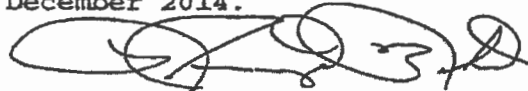
The provisions of this act which amends or adopts new sections of the Navajo Nation Code shall be codified by the Office of Legislative Counsel. The Office of Legislative Counsel shall incorporate such amended provisions in the next codification of the Navajo Nation Code.

Section 5. Saving Clause

Should any provisions of this ordinance be determined invalid by the Navajo Nation Supreme Court, or the District Courts of the Navajo Nation, without appeal to the Navajo Nation Supreme Court, those portions of this ordinance which are not determined invalid shall remain the law of the Navajo Nation.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 17 in favor and 0 opposed, this 23rd day of December 2014.



LoRenzo Bates, Pro Tem Speaker
Navajo Nation Council

12-27-14

Date

Motion: Honorable Nelson BeGaye

Second: Honorable Walter Phelps

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I hereby sign into law the foregoing legislation, pursuant to 2 N.N.C. §1005 (C) (10), on this _____ day of DEC 31 2014 2014.



Ben Shelly, President
Navajo Nation

2. I hereby veto the foregoing legislation, pursuant to 2 N.N.C. §1005 (C) (11), this _____ day of _____ 2014 for the reason(s) expressed in the attached letter to the Speaker.

Ben Shelly, President
Navajo Nation



IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

RAMAH NAVAJO CHAPTER,
OGLALA SIOUX TRIBE, and
PUEBLO OF ZUNI, for themselves, and
on behalf of others similarly situated,

Plaintiffs

v.

SALLY JEWELL, Secretary of the
Interior, *et al.*,

Defendants.

No. 1:90-CV-957-JAP/KBM

FINAL SETTLEMENT AGREEMENT

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APPENDIX 1 NOTICE OF FINAL SETTLEMENT

APPENDIX 2 DISTRIBUTION PERCENTAGES FOR EACH CLASS MEMBER

APPENDIX 3 SETTLEMENT CLAIM FORM

This Final Settlement Agreement (“FSA”) contains the agreement reached by the Parties to settle and resolve all remaining claims in this action.

I. INTRODUCTION

WHEREAS, in this class action the Plaintiff Class makes various claims under the Contract Disputes Act (“CDA”), 41 U.S.C. § 7101 *et seq.*, and the Indian Self-Determination Act (“ISDA”), 25 U.S.C. § 450 *et seq.*, concerning contract support costs (“CSC Claims”); and

WHEREAS, on May 25, 1999, the Court approved a partial settlement of a portion of the Class’s CSC Claims for years prior to 1994, but reserved for further litigation other CSC Claims (Dkt. No. 287); and

WHEREAS, on December 6, 2002, the Court approved a second partial settlement of additional CSC Claims, but reserved for further litigation any monetary claims for years 1994 forward concerning indirect CSC Claims, any monetary claims for years 1995 forward concerning direct CSC Claims, and all claims for equitable relief (Dkt. No. 731); and

WHEREAS, on August 27, 2008, the Court approved a third partial settlement of all of the Class’s CSC claims seeking equitable (declaratory and injunctive) relief (Dkt. No. 1159); and

WHEREAS, by Opinion issued June 18, 2012 (*Salazar v. Ramah Navajo Chapter*, 132 S. Ct. 2181 (2012)), the United States Supreme Court held Defendants could not justify the failure to pay in full the contract support costs of an individual Tribal Contractor on the ground that Congress did not appropriate sufficient funds to meet the total contract support cost requirement of all Tribal Contractors, so long as the appropriation was sufficient to cover the contract support cost requirement of that individual Tribal Contractor, and remanded this action to the district court for further proceedings consistent with that opinion; and

WHEREAS, the Settlement Amount to be paid by Defendants under § II.M. of this FSA will be paid from the Judgment Fund established by 31 U.S.C. § 1304, as occurred in the prior partial settlements; and

WHEREAS, in *Ramah Navajo Chapter v. Babbitt*, 50 F. Supp. 2d 1091, 1095 (D.N.M. 1999), U.S. District Judge Hansen observed that, although the Contract Disputes Act requires that the Judgment Fund be reimbursed after an award “by the agency whose appropriations were used for the contract out of available funds or by obtaining additional appropriations for such purposes,” repaying judgments awarded to the Class in this action out of appropriations to the Bureau of Indian Affairs (BIA) for the operation of programs would be “inequitable” and therefore retained jurisdiction to ensure that no such inequity would occur; and

WHEREAS, in the Appropriations Act for Fiscal Year 2015, Congress in section 407 prohibited any appropriations made to the BIA from being used “for repayments of payments for settlements or judgments awarding contract support costs for prior years;” and

WHEREAS, the Parties now wish to avoid the expense, delay, risk, and inconvenience of further litigation over damages for CSC Claims remaining in this action;

NOW THEREFORE, in reliance upon the representations, mutual promises, covenants, releases, and obligations set out in this FSA, and for good and valuable consideration also set out below, the Plaintiff Class and Defendants in this action, by and through their respective counsel, now hereby stipulate and agree to finally settle and resolve all remaining CSC Claims in this action.

II. DEFINITIONS

The following terms, as they are used in this FSA, shall have the meanings stated below:

A. Parties

1. Plaintiffs, the Class, Class Members, or Tribal Contractors

“Plaintiffs,” “the Class,” “Class Members” or “Tribal Contractors” are, unless context demands otherwise, interchangeable terms and consist of the named Plaintiffs Ramah Navajo Chapter, Oglala Sioux Tribe, and Pueblo of Zuni, and all Indian Tribes and tribal organizations that have contracted or entered into self-governance funding agreements with the Secretary of the Interior through the BIA or the Office of Self Governance (“OSG”) (collectively hereafter, “BIA”) under the ISDA during any year between fiscal years 1994 through 2013. The Class includes the following Tribes which at one time opted out of the Class, but were thereafter permitted to re-enter the Class by Orders dated September 22, 1998 (Dkt. No. 198), December 3, 1998 (Dkt. No. 247), December 8, 1998 (Dkt. No. 250), August 1, 2000 (Dkt. No. 462): the Navajo Nation, the White Mountain Apache Tribe, the Eastern Shoshone Tribe, and the Confederated Tribes of Siletz Indians of Oregon. In the event a Class Member no longer exists, such Class Member’s rights under this FSA shall belong to such Class Member’s successor entity or, in the event no such entity exists, then the Tribe or Tribes by whose authority such non-existent Class Member contracted or entered into a self-governance funding agreement as defined above.

2. Defendants

For purposes of this settlement, “Defendants” are: Sally Jewell, Secretary of the Interior, in her official capacity, and her successors; Kevin Washburn, Assistant Secretary-Indian Affairs, in his official capacity, and his successors; and the United States of America.

B. Class Counsel

The term “Class Counsel” as used herein are the Counsel listed in Section XXII.A., below, and their respective firms.

C. BIA ISDA Contract

The term “BIA ISDA Contract” means (1) a self-determination contract with the BIA awarded under Title I of ISDA as defined in section 4(j) of the ISDA (25 U.S.C. § 450b(j)), including grants and cooperative agreements, (2) a funding agreement awarded under 25 U.S.C. § 450(c) of the ISDA, and (3) a compact or funding agreement with OSG awarded under Title III of Pub. L. 93-638, as added Pub. L. 100-472, Title II, § 209, 102 Stat. 2296 (1988) (repealed), or under section 403(b)(1) of Title IV of the ISDA, 25 U.S.C. § 458cc(a).

D. Contract Support Costs

“Contract support costs” (CSC) are defined by the Indian Self-Determination Act, 25 U.S.C. § 450j-1(a)(2), as “an amount for the reasonable costs for activities which must be carried on by a tribal organization as a contractor to ensure compliance with the terms of the contract and prudent management” Pursuant to 25 U.S.C. § 450j-1(a)(3)(A), CSC “include the costs of reimbursing each tribal contractor for reasonable and allowable costs of — (i) direct program expenses for the operation of the Federal program that is the subject of the contract, and (ii) any additional administrative or other expense related to the overhead incurred by the tribal contractor in connection with the operation of the Federal program, function, service, or activity pursuant to the contract, except that such funding shall not duplicate any funding provided [under section 106(a)(1) of the Act].” CSC are “administrative expenses.” *Cherokee v. Leavitt*, 543 U.S. 631, 634-35 (2005). “Indirect” contract support costs (“indirect CSC”) are administrative costs that are shared among various contracted tribal programs and other tribal

programs, such as legal, personnel, accounting and financial support. "Direct" contract support costs ("direct CSC" or "DCSC") are specific administrative and other costs that are associated with a particular BIA program under contract, and are not part of the undifferentiated indirect cost pool supporting all tribal activities. DCSC include direct costs such as workers' compensation insurance, which are not included in the amount that the BIA would have spent to operate a particular program under contract.

E. CSC Claims

The CSC claims are defined as follows:

1. Calculation Claim

The "Calculation Claim" refers to any claim for relief in connection with a BIA ISDA contract, but for purposes of this FSA, also includes any claims challenging the Interior Business Center's (IBC) (formerly the National Business Center) or Department of the Interior ("DOI") Office of Inspector General's carryforward templates, policies, and practices previously in effect or in effect as of the date of execution of this FSA. PSA-I, Section 3.a.i, provides as follows:

"Plaintiffs' Cause of Action" is the Plaintiffs' claim stated in the First Amended Complaint filed January 2, 1991. The claim sought monetary and equitable relief based on shortfalls in payment of indirect costs associated with contracts entered into under the [ISDA] arising from Defendants' use of a method based on OASC-10 and [Office of Management and Budget] Circular A-87 for determining indirect cost rates or their equivalent and payments thereon which: (a) included funding provided by Other Federal Agencies in the direct cost base (b) resulting in a lower indirect cost rate which was then (c) applied only to the BIA's portion of the direct cost base resulting in (d) determination of BIA contract support (indirect cost) entitlements which were lower in amount than required by [ISDA] because (e) Other Federal Agencies did not fully pay, and were known not to fully pay, supplemental indirect costs (f) which caused lower contract support (indirect cost) recoveries by the Class. [Inserts added]

This claim encompasses all the variations of this claim that have been asserted in this case.

2. Shortfall Claim

The “Shortfall Claim” refers to any claim for relief, in connection with a BIA ISDA contract, alleging that the BIA and DOI failed to pay Plaintiffs the amount generated by multiplying each Plaintiff’s indirect cost rate by the BIA’s direct program base, less passthroughs and exclusions, pursuant to Office of Management and Budget (“OMB”) Circular A-87, 2 C.F.R. Part 225, OMB Circular A-21, 2 C.F.R. Part 220, and OMB Circular A-122, 2 C.F.R. Part 230, and other applicable law, or the full amount of any negotiated contract support costs.

This claim also includes damages for Defendants’ alleged failure to pay indirect CSC on the portion of Direct Contract Support Costs (“DCSC”) that were not paid to Plaintiffs.

3. The Direct Contract Support Cost Claim

The “DCSC Claim” refers to any claim for relief in connection with a BIA ISDA contract alleging that Defendants failed to comply with 25 U.S.C. § 450j-1(a)(3)(A)(i) of the ISDA as regards DCSC. This claim has already been resolved for the 1994 fiscal year pursuant to the Parties’ Second Partial Settlement Agreement, as defined below in Section II.G.

4. The Remaining Contract Support Cost Claims

The Remaining CSC Claims are all additional claims for damages arising out of the Defendants’ alleged failure either (1) to properly calculate or (2) to pay in full, either indirect CSC or DCSC, including without intending any limitation, all claims portions of which were settled in PSA I, PSA II and PSA III, except for reserved claims.

F. PSA I

The Parties’ first partial settlement agreement, approved by this Court on May 25, 1999 (Dkt. No. 287), is hereinafter referred to as “PSA I.”

G. PSA II

The Parties' second partial settlement agreement, approved by this Court on December 6, 2002 (Dkt. No. 731), is hereinafter referred to as "PSA II."

H. PSA III

The Parties' third partial settlement agreement, approved by this Court on August 27, 2008 (Dkt. No. 1138), including its Appendices A through G, is hereinafter referred to as "PSA III."

I. Final Settlement Agreement

"Final Settlement Agreement" or "FSA" means this agreement and all of its Appendices.

J. Settled Years

"Settled Years" means fiscal years 1994 through 2013.

K. Final Approval

"Final Approval" is the entry of the Final Judgment by the Court approving this FSA after notice and hearing.

L. Effective Date

"Effective Date" of this FSA shall be (1) the date upon which the Final Judgment approving this FSA becomes non-appealable, or (2) in the event of an appeal by a Class Member based upon a timely-filed objection to this FSA, upon the date of final resolution of said appeal (absent a Court order disapproving this FSA). In the event of a final Court order disapproving this FSA (and absent an appellate ruling vacating or reversing that disapproval), this FSA shall be null and void.

M. Settlement Amount

The "Settlement Amount" is \$940,000,000.00, plus post-judgment interest as specified in Section VII.B, below.

N. Net Settlement Amount

The "Net Settlement Amount" or "NSA" is the amount available for Distribution to Tribal Contractors after the Reserve Account and attorneys' fees, costs, and other expenses have been deducted from the "Settlement Amount," as provided in Section VIII.A, below.

O. Reserve Account

The "Reserve Account" is an account established and funded for the costs of distributing the Net Settlement Amount to Class Members and as otherwise authorized in this FSA.

P. Settlement Administrator

"Settlement Administrator" is a person or firm responsible for managing the allocation and distribution of the Settlement Amount as set forth in this FSA, and who has been approved by the Court.

Q. Class Monitor

"Class Monitor" is a person or firm charged with the duty to independently review and confirm or correct the work of the Settlement Administrator, and who has been approved by the Court.

R. Claims Period

The Claims Period is the time set by the Court, including any extension of time, for the submission of Claim Forms attached hereto as Appendix 3.

S. Distribution

“Distribution” is the process in which Tribal Contractors will receive a portion of the “Settlement Amount.” This process is further defined in section VIII.D below.

T. Distribution Percentage

Subject to Section VII.C, the term “Distribution Percentage” refers to each Class Member’s share of the Net Settlement Amount, as defined in Section VIII.D.1, and of any residual balance in the Reserve Account, as defined in Section VIII.C.5. The Distribution Percentage is based on the amount of CSC already paid to each Class Member during the period 1994 through 2013, provided, however, that each Class Member shall receive a minimum payment of approximately \$8,000 for each year that it had a BIA ISDA contract during the fiscal years 1994 through 2013. Each Class Member’s Distribution Percentage is set out in Appendix 2.

U. Treasury Debt Collection Authorities

“Treasury Debt Collection Authorities” are established by 31 U.S.C. § 3716 as part of the Debt Collection Improvement Act, and 26 U.S.C. § 6331(h) of the Internal Revenue Service Tax Code. Payments to each Tribal Contractor from the Judgment Fund as a result of this FSA are subject to United States Department of the Treasury Debt Collection Authorities. Subject to Section VII.B, the Bureau of Fiscal Service will offset and/or levy any delinquent debt of a Tribal Contractor from that Tribal Contractor’s share of the Settlement Amount and will notify that Tribal Contractor of that debt.

V. Designated Bank

“Designated Bank” means a bank that has a Veribanc (www.veribanc.com) rating of Green with at least one star and one for which neither the bank nor any of its senior officers

appear in the Excluded Parties List System (www.epls.gov), which is a list of entities and individuals suspended or debarred from doing business with the Federal Government. For purposes of this FSA, the Designated Bank will be Wells Fargo Bank, N.A., or such other bank as is approved by the Court if acceptable terms and conditions with the Wells Fargo Bank cannot be reached.

W. Designated Account

“Designated Account” means either

(1) A fully collateralized commercial public funds bank depository account at the Designated Bank. That account shall be established by Class Counsel by means of (i) a standard bank customer account agreement, and (ii) a collateral security agreement to be approved by the Court and executed by the Designated Bank, any custodial bank contracted to hold the pledged collateral, and the Class Representatives acting for the Class. Class Counsel are authorized to instruct the Designated Bank to invest some of the deposited funds into U.S. Treasury investments when not needed to cover checks drawn on the account, pursuant to an investment plan approved by the Court; or

(2) A non-collateralized commercial bank depository account at the Designated Bank to be administered by Class Counsel in coordination with an investment plan limited to U.S. Treasury investments for funds not needed to cover checks drawn on the account, all to be approved by the Court.

For the account arrangement selected, the named Class Representatives will be the account holders acting for the Class, and Class Counsel will be the designated signatories appointed by the Class Representatives to approve dispersals from the account, all subject to approval of the Court.

X. Fairness Hearing

Fairness Hearing means the hearing at which the Court will hear objections, if any, to the settlement and fee application and thereafter render a ruling approving or declining to approve the settlement, and acting upon the fee application.

III. NO ADMISSION OF LIABILITY

Defendants expressly deny any wrongdoing or liability. This FSA represents the compromise of disputed claims. It reflects the Parties' recognition that litigation of these claims would severely burden all concerned and require a massive commitment of time and resources. The FSA does not constitute, and will not under any circumstances be deemed to constitute, an admission by either Party as to the merits, validity, or accuracy, or lack thereof, of any of the claims or defenses in this case. The terms of this FSA; the negotiations leading up to this FSA; the data, documents, filings, statements made in connection herewith; and the information exchanged between the Parties in the course of those negotiations, may not be offered, taken, construed, or introduced as evidence of liability or as an admission or statement of wrongdoing by the Defendants; nor shall any fact, matter or proposition be used in any manner or for any purpose, in any subsequent proceedings in this action or in any other action, whether judicial or administrative, except that the documents and information may be presented to the Court by the Parties to this FSA solely to obtain the Court's final approval of this FSA. This Section shall not bar any court's right to interpret the scope of this FSA in this or any other proceeding.

IV. SETTLED AND RESERVED CLAIMS

In consideration for Defendants' promises as set forth herein in Sections VII and IX, Plaintiffs agree as follows:

A. Settled Claims

1. This FSA resolves and extinguishes any and all claims, demands, rights, causes of action, and counts for money damages and/or specific monetary relief under any theory of recovery encompassed by the CSC Claims defined in section II.E that were or could have been raised in this action in connection with BIA ISDA contracts awarded for fiscal years 1994 through 2013. This includes CSC Claims asserted by individual Class Members in separate contract disputes.

2. This FSA also resolves and extinguishes any and all claims, demands, rights, causes of action, and counts for money damages and/or specific monetary relief under any theory of recovery encompassed in the CSC Claims that any individual Class Member could have raised against Defendants in connection with BIA ISDA contracts for fiscal years 1994 through 2013.

3. This FSA also resolves and extinguishes any and all claims, counterclaims, demands, rights, causes of action, and counts for money damages and/or specific monetary relief under any theory of recovery that Defendants could have raised or asserted against the Class or any Class Member, arising from or related to any payment, overpayment, nonpayment, or underpayment of contract support costs in connection with BIA ISDA contracts for fiscal years 1994 through 2013.

4. Release of the above-described claims, counterclaims, demands, rights, causes of action and counts for money damages and/or specific monetary relief is effective on Defendant's payment of the Settlement Amount as described in VII.A.

5. Nothing in this FSA shall limit the rights of any Party to enforce this FSA as set forth in Section X.

B. Reserved Claims and Defenses

Notwithstanding any other provision in this FSA, the Parties agree that the following claims and defenses are not settled, dismissed, released, or otherwise extinguished, and are expressly reserved:

1. Individual Claims

a. Any pending or future claim or challenge to any individual cost determinations made by Defendants relating to whether a particular cost is allowable or reasonable under applicable OMB Circulars or under any other provision of law, and any claim relating to mathematical, computational, clerical or input errors in the calculation of indirect cost rates which has occurred or may occur for a particular Class Member, and which is not the result of a government policy, practice or procedure applicable to all Tribal Contractors, are expressly reserved and may be pursued by a Tribe or tribal organization in a separate proceeding, except that such reserved claim shall not include claims for monetary relief for the settled years;

b. Any individual claims for pre-award or start-up costs under 25 U.S.C. § 450j-1(a)(5) or (6) which arose in the settled years are expressly reserved and may be pursued by a Tribe or tribal organization in a separate proceeding;

c. Any CSC claims arising in or relating to fiscal year 2014 or thereafter, except as foreclosed by PSA III, are expressly reserved and may be pursued by a Tribe or tribal organization in a separate proceeding;

d. Any individual Class Member claim that Defendants or any of them have failed or refused to pay a previously agreed amount for contract support costs to a BIA ISDA contract, but not paid, which is not the result of a BIA policy, practice or procedure

applicable to all Tribal Contractors, are expressly reserved and may be pursued by a Tribe or tribal organization in a separate proceeding.

2. Interior CSC Policy Challenges

Any claim which challenges (i) any aspect of the Interior CSC Policy as defined in PSA-III or (ii) the legality of any rescission, amendment or change of that policy, except that such reserved claim shall not include claims for monetary relief for the settled years;

3. Other Reserved Claims

a. All claims arising from contracts awarded by any Federal agency other than BIA ISDA contracts;

b. All claims unrelated to direct and indirect CSC under the ISDA;
and

c. All claims to enforce the terms of PSA I, PSA II, or PSA III.

4. Reservation of Government Defenses and Counterclaims

Defendants reserve the right to raise any defenses or counterclaims not barred by Section IV.A.3 against any claim that has been reserved by Plaintiffs in this Section.

5. Statute of Limitations

Nothing in this FSA shall be construed to waive or extend the statute of limitations for pursuing in any proceeding any claims or counterclaims reserved in this FSA.

6. Reservation of Government Fraud Claims

Defendants reserve the right to assert any claim or claims for fraud that they have or may have against any Tribal Contractor or its officers, agents, or employees arising out of or relating to this action, the claims, or performance of the BIA ISDA contracts, regardless of whether they were included in the pleadings. Plaintiffs reserve the right of Class Members to raise any

defenses or counterclaims against any claim of fraud that has been reserved by Defendants in this Section.

V. PROCEDURES GOVERNING SETTLEMENT APPROVAL

The Parties agree that this FSA shall be implemented in the following manner:

A. Request for Preliminary Approval and Permission to Publish Notice to Class

Upon execution, the Parties shall jointly and promptly file this FSA and request that the Court enter an Order Granting Preliminary Approval of the FSA, Directing Notice to the Class, and Setting a Date for the Fairness Hearing.

B. Distribution of the Notice to Class Members

1. Upon entry of the Order Granting Preliminary Approval of the FSA and Directing Notice to the Class, Class Counsel shall cause a Class Notice, substantially in the form of the "Notice of Final Settlement To All Members of the Ramah Class" ("Class Notice") attached as Appendix 1, to be mailed to all Class Members by first-class mail; shall submit the summary Class Notice for publication in either Indian Country Today or News From Indian Country and to at least one internet website focused on providing news and information to Indian country; and shall post the Class Notice on the Class website at www.rncsettlement.com. Class Counsel shall mail and publish the Class Notice no later than the date specified in the Court's Order granting preliminary approval of this FSA. Defendants shall assist Class Counsel in securing accurate addresses for all Class Members and in sending the Class Notice to the Class.

2. Defendants shall make best efforts to send a copy of the same notice to each and every Tribe and tribal organization by first-class mail and, where available, by email, within 30 days of the Court's Order granting preliminary approval of this FSA, provided that failure to timely mail shall not constitute a reason to delay the Fairness Hearing.

3. Defendants agree to publish the Class Notice on the IBC Indirect Cost website, http://www.doi.gov/ibc/services/Indirect_Cost_Services/indian_tribes.cfm, if operational, and on the BIA's website, <http://www.bia.gov/>, if operational, within 30 days of the Court's Order granting preliminary approval of this FSA, provided that failure to publish, or to timely publish, this notice on the IBC or BIA websites shall not constitute a reason to delay the Fairness Hearing.

C. Agreement to Bear Cost of Providing Notice

Class Counsel agree to initially bear the cost of providing notice to the Class, subject to reimbursement from the Reserve Account described in Section VIII.C, except for those costs associated with the publication of the Class Notice on the IBC and BIA websites and those costs associated with the mailing or emailing of the Class Notice pursuant to Section V.B.2 above, which costs shall be borne by Defendants.

D. Objections

1. Any Class Member that wishes to object to the proposed settlement or attorneys' fee application must file a Notice of Intention to Appear and Object (Objection) with the Clerk of the Court and deliver it to all listed Counsel, and must appear at the Fairness Hearing described in Section V.F, below. If more than one Class Member makes the same objection, the Court may designate one of them to present the objection at the Fairness Hearing.

2. Objections must be sent to the Clerk of Court, 333 Lomas NW, #270, Albuquerque, New Mexico 87102. Each Objection must include (i) a reference to the case number, "No. 90-CV-957;" (ii) a statement of each reason for the Objection; (iii) the specific ground(s), if any, for each reason, including any legal support, evidence, papers or briefs the Class Member wishes the Court to consider; (iv) the person or persons who will present the

Objection at the hearing; and (v) the signature of the responsible official or attorney for the Class Member making the Objection. All Objections must be sent to the attorneys listed in Section XXII.

3. Objections and any other motions or applications for relief must be filed with the Court and served within the time specified in the Class Notice, which date shall be not less than 45 days after the postmark date of the Class Notice mailed by Class Counsel. Within 30 days of the expiration of the period for Class Members to file Objections, Class Counsel may file a Supplemental Memorandum responding to any such Notices of Objections or other motions or applications. Within 45 days of the expiration of the period for Class Members to file Objections, Defendants may file a response.

E. Limited Opportunity to Request Exclusion from the Class

1. As noted in Section II.A.1, the Class consists of all Indian Tribes and tribal organizations that have entered into BIA ISDA contracts, including those Tribes which at one time opted out of the class action but were thereafter permitted to re-enter the Class by Orders dated September 22, 1998 (Dkt. No. 198), December 3, 1998 (Dkt. No. 247), December 8, 1998 (Dkt. No. 250), and August 1, 2000 (Dkt. No. 462). Pursuant to Fed. R. Civ. P. 23(b), and by Orders dated September 30, 1999 (Dkt. No. 347) and March 27, 2002 (Dkt. 634), additional opt out opportunities were afforded to all Class Members, and no Member of the Class opted out of the Class within the time required by those Orders. However, a Class Member that has not previously had an opportunity to opt out from the Class may file with the Court a written request to be excluded from the Class by the deadline set by the Court. In the event the Court permits a Class Member to opt out of this Settlement, such Class Member's share of the Settlement Amount, as reflected in the Distribution Percentages attached to this FSA as Appendix 2, shall be

retained by Defendants and the Settlement Amount specified in Section II.M. of this FSA shall be reduced accordingly, provided that in such event the Distribution Percentage for each remaining Class Member set out in Appendix 2 shall be adjusted accordingly to remove the share previously allocated to the withdrawing Class Member.

2. In the event the Court authorizes 15 or more Class Members to opt out and the amount that shall be retained by Defendants exceeds 15 percent of the Settlement Amount, the Defendants shall have the exclusive right to declare this FSA null and void. Defendants will notify Class Counsel in writing of any such declaration no more than 15 business days after the Court's decision granting such Opt Outs. Absent such notice, defendants' right shall expire at the end of the 15-business-day period, and the Court may grant final approval of this FSA.

3. If an individual Class Member appeals a Court decision regarding the right to opt out, such Class Member's share of the Settlement Amount, as reflected in the Distribution Percentages attached to this FSA as Appendix 2, shall be retained by Defendants and the Settlement Amount specified in Section II.M. of this FSA shall be reduced accordingly, provided that in such event the Distribution Percentage for each remaining Class Member set out in Appendix 2 shall be adjusted accordingly to remove the share previously allocated to the withdrawing Class Member. The portion of the Settlement Amount that is not disputed shall be distributed as set forth in Section VIII.D. In the event that any appeal challenging a Class Member's right to opt out also challenges the overall validity of the FSA, the provisions in Section VI shall apply.

F. Fairness Hearing

At the Fairness Hearing the Parties shall request the Court's final approval of this FSA and shall present such evidence and arguments as may be appropriate. Class Counsel and

Defendants shall also be heard at the Fairness Hearing on Class Counsel's application for attorneys' fees and costs. The Court has the right to reschedule or adjourn and reconvene the Fairness Hearing, and no such rescheduling or adjournment shall affect the validity of this FSA.

VI. APPEALS

In the event of an appeal by a Class Member from the final judgment approving this FSA, the allocation and distribution of the Settlement Amount and implementation of the related provisions of this FSA shall be stayed in full or in part, as directed by the Court, pending final determination of any and all such appeals.

VII. AMOUNT AND TIMING OF PAYMENT

A. Settlement Amount and Completion of Defendants' Duties

In consideration of this FSA, Defendants shall pay the Class the Settlement Amount, subject to the requirements of Treasury Debt Collection Authorities, and shall use their best efforts to do so expeditiously. Upon payment of the Settlement Amount, Defendants' duties under this FSA shall be deemed completed. No offset and/or levy made consistent with this Section shall be deemed a breach of this FSA.

B. Timing and Manner of Payment of Settlement Amount to the Class

1. Subject to the requirements of Treasury Debt Collection Authorities, the Settlement Amount shall be Direct Deposited by the Treasury Department from the Judgment Fund, 31 U.S.C. § 1304, into the Designated Account established by Class Counsel. Payments to each Tribal Contractor as a result of this FSA are subject to Treasury Debt Collection Authorities, as defined in Section II.U. The U.S. Treasury Department, Bureau of Fiscal Service will offset and/or levy any delinquent debt of a Tribal Contractor to the United States from that Tribal Contractor's share of the Settlement Amount and will notify that Tribal Contractor of that

debt. Defendants or the Department of Justice will exercise their best efforts to ensure that information about such offsets and/or levies is also timely sent to Class Counsel and to the Settlement Administrator to enable the Settlement Administrator to carry out those duties set out at Section VIII.D.3.

2. The Treasury Department will make an initial deposit of the portion of the Settlement Amount that includes amounts for Distribution to those Tribal Contractors that do not have debts that must be offset and/or levied pursuant to Treasury Debt Collection Authorities, for Class Counsel's Attorneys' Fees and Costs, and for the Reserve Account. For the remaining portion of the Settlement Amount, the Treasury Department will make separate deposits reflecting the net amount due to each Tribal Contractor following any offset and/or levy made pursuant to Treasury Debt Collection Authorities.

3. Class Counsel shall establish the Designated Account within ten (10) working days of the date on which the Final Approval becomes final and is not subject to further review by appeal or by writ of certiorari, whichever is later. Subject to the requirements of Treasury Debt Collection Authorities, the Settlement Amount shall be deposited as set forth in the preceding paragraph without requirement for further notice to the Class regarding the place or conditions of said deposit, provided said deposit conforms to the terms of this FSA. After the initial deposit of the Settlement Amount, a separate Reserve Account shall be established as set forth in Section VIII.C, below.

C. Interest

Post-judgment interest on the Settlement Amount shall accrue consistent with 25 U.S.C. § 450m-1 and 41 U.S.C. § 7109 from the date final judgment is entered by the District Court

until the dates of any payments, described in Section VII.B. above, by Defendants to the Designated Account.

VIII. DEDUCTIONS FROM AND DISPOSITION OF THE SETTLEMENT AMOUNT

A. Deductions from the Settlement Amount

From the Settlement Amount, the following amounts shall be deducted and paid as follows:

1. Four Million Dollars (\$4,000,000.00) to the Reserve Account as defined and provided for in Section VIII.C; and
2. The amount awarded to Class Counsel for attorneys' fees and costs as provided for in Section IX.

As provided in Section II.N, above, the amount of the Settlement Amount remaining after these deductions is the "Net Settlement Amount."

B. Interest Earned

Interest earned on the investment of the Net Settlement Amount, after deduction of bank, broker, and custodial charges, shall be paid to the Reserve Account, as defined below.

C. The Reserve Account

1. The Amount Distributed to the Reserve Account

Four Million Dollars (\$4,000,000.00) as referred to in Section VIII.A.1, above shall be deducted from the Settlement Amount and shall be placed in a separate account in the Designated Bank using the same collateral security or investment arrangements as apply to the Designated Account for the costs of distributing the Net Settlement Amount to Class Members and as otherwise authorized in this FSA. Unless the United States Department of the Treasury determines otherwise, the Reserve Account may be subject to offset and/or levy pursuant to the

requirements of Treasury Debt Collection Authorities should the debt of a Class Member to the United States exceed that Class Member's share of the Net Settlement Amount. Such offset and/or levy shall be limited to a Class Member's share of the Reserve Account based on that Class Member's Distribution Percentage. All interest that accrues on the Net Settlement Amount shall be paid into the Reserve Account.

2. Timing of Funding of the Reserve Account

The Reserve Account shall be established by Class Counsel and funded within ten (10) working days of the date Defendants make the payment required by Section II.M.

3. Purpose of the Reserve Account

The Reserve Account shall be used for the payment or reimbursement of expenses associated with the implementation of the Distribution Methodology as set forth in Appendix 2 and for the reimbursement of costs of Class Counsel, the Settlement Administrator, the Class Monitor, and the costs identified in Section IX.A in connection with this FSA. Class Counsel may apply periodically to the Court, upon notice to the Defendants, for reimbursement or advance payment of such expenses of Class Counsel, the Settlement Administrator, and/or the Class Monitor, and, upon approval by the Court, they shall be paid from the Reserve Account.

4. Interest Earned

Interest earned on the investment of the Reserve Account, after deduction of bank, broker, and custodial charges, shall be kept in the Reserve Account.

5. Disposition of Reserve Account Balance and Unclaimed Funds

Any amounts remaining in the Reserve Account after distribution is complete shall be paid to Class Members in the same manner as the Net Settlement Amount, except that, should

the amount remaining be too small to justify the expense of distribution, Class Counsel may request approval from the Court to donate the remaining funds to a charitable organization.

6. Sampled Tribal Contractors' Costs and Class Representative Costs

a. As part of the settlement negotiations in this case, certain Tribal Contractors participated in a sampling exercise. Tribal contractors that participated in this exercise shall be eligible to be reimbursed their reasonable out-of-pocket costs incurred in producing documents required for the sampling exercise. Tribal contractors seeking reimbursement of such costs shall submit invoices detailing such costs to Class Counsel within 60 days after Final Approval of this FSA. The Settlement Administrator shall make the final determination on the eligibility and reasonableness of such costs. Such costs shall be paid from the Reserve Account.

b. The Class Representatives shall be eligible to be reimbursed their reasonable out-of-pocket travel and related costs incurred in participating in the litigation and settlement process from the conclusion of PSA III to the present. Class Representatives seeking reimbursement of such costs shall submit invoices detailing such costs to Class Counsel within 60 days after Final Approval of this FSA. The Settlement Administrator shall make the final determination on the eligibility and reasonableness of such costs. Such costs shall be paid from the Reserve Account.

D. Distribution of Net Settlement Amount

1. Class Member Shares

Subject to the requirements of Treasury Debt Collection Authorities, each Class Member shall receive a share of the Net Settlement Amount according to the Distribution Percentage set forth in Appendix 2. Class Members' Distribution Percentages may be subject to adjustment by

agreement of the Parties: (i) pursuant to Section V.E. of the FSA; (ii) if additional Class Members are later identified; and (iii) to correct potential calculation errors. The Named Class Representatives shall, subject to the requirements of Treasury Debt Collection Authorities, receive their share of the Net Settlement Amount according to the procedure and formula set forth in Section VIII.D.2, below.

2. Named Class Representatives' Shares

In recognition of their unique contributions in initiating the claims in this litigation, the Named Class Representatives, for bearing the duties of Class Representative, for their public service in protecting the rights of Tribal Contractors under the ISDA, and for their time and effort over many years in prosecuting this litigation and in participating in negotiations, advising Class Counsel and achieving this FSA, shall have their shares of the Net Settlement Amount (as defined in Section II.N, above) multiplied by a factor of 1.20, after the shares of all Tribal Contractors have been determined by the methodology set out in Section VIII.D.1, above. Thus, when computing each Tribal Contractor's share of the Net Settlement Amount, the shares of the Named Class Representatives shall be multiplied by 1.20 and all shares shall then be adjusted proportionately so that the total shares of all Tribal Contractors equal one hundred percent (100%) of the Net Settlement Amount.

3. Need to Submit a Claim; Disposition of Net Settlement Amount Balance

a. In order for a Class Member to receive payment of its share of the Net Settlement Amount pursuant to the Distribution Percentage, the Class Member shall return a signed copy of the Claim Form provided by the Settlement Administrator. The Court will set the deadline for submission of Claim Forms. Subject to subparagraph (b), if by the end of the Claims Period, any Class Member has not timely submitted a claim form through the Settlement

Administrator, or has disclaimed in writing its share of the Net Settlement Amount pursuant to the Distribution Percentage, that Class Member's share of the Net Settlement Amount shall be reallocated to all other Class Members that have timely submitted claims in proportion to each such Class Member's share of the total Net Settlement Amount, subject to subparagraph (b) below and as set forth in Section VIII.D.1. The failure to submit a claim form shall not affect the release of claims specified in Section IV.A.

b. The portion of any unclaimed amounts exceeding in the aggregate \$10,000,000 shall be paid to the Treasury within 60 days of the end of the Claims Period. For purposes of this subparagraph, unclaimed amounts shall not include amounts disclaimed by a Class Member in writing. The portion of any unclaimed amounts not exceeding in the aggregate \$10,000,000 shall be added to the Reserve Account and shall be administered as specified in Section VIII.C.5.

4. Settlement Administrator

Class Counsel shall, with approval of the Court, engage a Settlement Administrator to manage the allocation and distribution of the Net Settlement Amount. The Settlement Administrator shall review and pay the eligible costs of the sampled Tribal Contractors and Class Representatives as provided in Section VIII.C.6. The Settlement Administrator shall be responsible for completing an individualized copy of the Claim Form attached hereto as Appendix 3 for each Class Member, including identifying the Class Member on each Claim Form and stating on the Form the amount of money each Class Member is entitled to receive from the Net Settlement Amount pursuant to Section VIII.D.1, prior to offsets and/or levies, if any, pursuant to Treasury Debt Collection Authorities. The Settlement Administrator shall also cause the individualized Claim Form to be provided to each Class Member. After the Settlement

Administrator provides the Claim Form to each Class Member, Class Counsel shall notify the Court. Within 30 days of the deadline set by the Court, the Settlement Administrator will provide a copy of all Claim Forms received to Defendants. On receipt of a Claim Form from a Class Member, the Settlement Administrator will pay the Class Member the amount it is entitled to receive from the Net Settlement Amount as defined in Section VIII.D.1, less offsets and/or levies, if any, pursuant to Treasury Debt Collection Authorities. The Settlement Administrator shall also be responsible for calculating and paying to each Class Member that submits a Claim Form additional funds that may be reallocated as provided in Section VIII.D.3 above or may be available in the Reserve Account as provided in Section VIII.C.5 above. The Settlement Administrator shall provide to the Court and Parties periodic reports and a final accounting of the distribution of the Net Settlement Amount, the Reserve Account, and costs incurred by Class Counsel and the Settlement Administrator.

E. Leadership Conflict within a Class Member

Neither the Class, Class Counsel, the Settlement Administrator, the Defendants nor the Class Monitor shall be liable to any person or entity for any distribution of funds made pursuant to this FSA as approved by the Court. In the event Class Counsel or the Settlement Administrator becomes aware that more than one individual or entity claims the right to act on behalf of a Class Member or to receive funds on behalf of that Class Member, then Class Counsel shall file an appropriate action in the nature of an interpleader in the Court to resolve such conflict. The Settlement Administrator shall deposit such Class Member's share of the Net Settlement Amount into the registry of the Court pursuant to Rule 22, Federal Rules of Civil Procedure, provided that in filing any such action Class Counsel shall serve all persons and entities whom Class Counsel or the Settlement Administrator are aware claim an interest in such

Class Member's share. Neither Defendants, the Settlement Administrator nor Class Counsel shall have any affirmative responsibility to make any inquiry with any Class Member concerning the possibility of such conflicts.

F. Class Monitor

Class Counsel shall, with the approval of the Court, appoint an independent certified public accountant as a Class Monitor. The Class Monitor shall report to Class Counsel and Defendants, and shall be charged with the duty to independently review and confirm or correct the work of the Settlement Administrator, including to confirm or correct the accuracy of the Settlement Administrator's individualized Class-Member share calculations before any payments are made to Class Members. The Class Monitor shall also verify that the Claim Form as defined in Section VIII.D.3 submitted by each Class Member was properly filled out and executed, and shall verify that each Class Member that files a Claim Form is paid its Share as defined in Section VIII.D.1 and VIII.C.5. The Class Monitor shall have access to all pertinent records of the Settlement Administrator necessary to perform Class Monitor's functions. All costs for the Class Monitor shall be paid from the Reserve Account.

IX. ATTORNEYS' FEES AND COSTS

A. Allowable Fees and Costs

Subject to the approval of the Court, Class Counsel shall file an application for attorneys' fees of not more than 8.5 percent of the amount(s) paid by the Judgment Fund, and necessary costs incurred, to reflect their reasonable contingent fees in achieving this FSA and for services anticipated to be rendered through the management and distribution of the FSA, exclusive of services agreed to be performed without additional compensation by PSA I, PSA II and PSA III. Defendants agree that an 8.5 percent fee is fair and reasonable and support Class Counsel's fee

application. Allowable costs shall include, but not be limited to: (1) those items identified in Section 10.a. of PSA I; in Section VII.A. of PSA II; in Section VIII.A. of PSA III; and in this Section; and (2) applicable New Mexico state gross receipts tax on attorneys' fees. Attorneys' fees and costs, as approved by the Court, shall be paid from the Settlement Amount. Unless the United States Department of the Treasury determines otherwise, these attorneys' fees and costs may be subject to offset and/or levy pursuant to the requirements of Treasury Debt Collection Authorities should the debt of a Class Member to the United States exceed that Class Member's share of the Net Settlement Amount. Such offset and/or levy shall be limited to a Class Member's share of these attorneys' fees and costs based on that Class Member's Distribution Percentage.

B. Application and Notice

Class Counsel's application must be filed on or before distribution of the Class Notice to the Class. The Notice shall include the percentage amount of the agreed-upon fees to be paid, and the amount of the requested reimbursable costs to be paid as of the date of the filing of the application. Class Counsel's application; objections to the application by Class Members, if any; the Government's response to the fee application, if any; and Class Counsel's reply, if any, shall be considered at the time set by the Court for the Fairness Hearing on this FSA.

C. Proceedings Regarding Attorneys' Fees and Costs.

Except as provided in this Section IX, the substance of Class Counsel's application for attorneys' fees and costs is not part of this FSA, and shall be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of this FSA. Any proceedings related to Class Counsel's application for attorneys' fees and costs shall not terminate or cancel this FSA, or otherwise affect the finality of the Court's Final Approval. In

the event that Class Counsel or any timely objector appeal the Court's decision on attorneys' fees and costs, the amount of fees and costs approved by the Court and not in dispute shall be distributed to Class Counsel within ten (10) working days after the date on which Defendants make the first payment of the Settlement Amount to the Designated Account. The portion of fees requested by Class Counsel that are not approved by the Court and that are subject to an appeal by Class Counsel, or the portion of fees requested and approved by the Court which are subject to an appeal by a timely and qualified objector, shall, within ten (10) working days after the date on which Defendants make the first payment of the Settlement Amount to the Designated Account following the Final Approval, be placed in a segregated account in the Designated Bank using the same collateral security or investment arrangements as apply to the Designated Account until such appeal is resolved, and such funds shall then be distributed in accordance with the decision of the Court. Any such appeal shall not delay the distribution of the undisputed Net Settlement Amount to the Class Members. In the event that any appeal challenging fees also challenges the overall validity of the FSA, the provisions in Section VI shall apply.

D. Timing of Payment of Attorneys' Fees and Costs

Subject to Section IX.A, the amounts awarded for costs and attorneys' fees shall be paid from the Designated Account within fourteen (14) days of when the Judgment Fund payment(s) required to cover those costs and fees are paid to the Designated Account. The Court shall reserve from the approved attorneys' fee award no more than ten percent (10%) of the total fee award to assure that Class Counsel shall responsibly oversee the administration of the Net Settlement Amount. Upon completion of their duties and application by Class Counsel, the

Court shall by Order declare that Class Counsel's duties have ended and pay to Class Counsel any amount of the total attorneys' fee award which has been reserved.

E. Stipulations as to Attorneys' Fees and Costs

The award of attorneys' fees and costs shall be in lieu of any request, application, or award of attorneys' fees or costs against the Defendants under the Equal Access to Justice Act, 28 U.S.C. § 2412, or any other authority. The award of attorneys' fees shall be for services of Class Counsel rendered to date with respect to all of the Settled Claims, and for services to be rendered in connection with the distribution of the Net Settlement Amount. All rights to any alternative bases for recovering fees and costs are hereby waived. Nothing in this FSA is intended to preclude or to constitute a waiver of rights by Class Counsel for attorneys' fees or costs for services performed or costs incurred on any of the Reserved Claims. Nothing in this FSA shall be construed to, or is intended to, compensate or reimburse, or to bar compensation, reimbursement or application for, attorneys' fees and costs by Class Counsel for services they perform in any other case or proceeding.

X. RIGHT TO CHALLENGE BREACHES OF THIS FSA

A. Written Notice on the Other Party

1. Before seeking adjudication of any allegation or complaint that Defendants have failed to comply with any provision of this FSA, Class Counsel shall serve a written notice upon the Director of the Federal Programs Branch, Civil Division, United States Department of Justice, and the Solicitor of the Department of the Interior. Such notice shall specify which term(s) of this FSA allegedly has (have) been violated, shall describe all the facts and circumstances then known supporting the claim that Defendants have violated the FSA, and

shall state that Plaintiffs intend to seek an Order from the District Court to enforce compliance with this FSA.

2. If any Class Member or if Defendants, through counsel, allege that Class Counsel, the Settlement Administrator, and/or the Class Monitor has failed to comply with any provision of this FSA, such Class Member or counsel for Defendants shall serve a written notice upon Class Counsel. Such notice shall specify which term(s) of this FSA allegedly has (have) been violated, shall describe all the facts and circumstances then known to the Class Member or Defendants supporting the claim that Class Counsel, the Settlement Administrator, and/or the Class Monitor has (have) violated this FSA, and shall state that the Class Member or Defendants intend to seek an Order from the District Court to enforce compliance with this FSA.

B. Sixty-Day Meet and Confer Period

Class Counsel and Defendants shall have a period of sixty days after receipt of the notice described in Section X.A, above, to take appropriate action to resolve any claims of noncompliance. If such claims are not resolved after consultation within that sixty-day period, or if, prior to the expiration of such sixty-day period, Class Counsel or Defendants notify Class Counsel, Defendants, and/or Class Members that no further action will be taken, then Class Counsel, the Class Member, and/or Defendants may apply to the District Court for an Order compelling compliance with this FSA.

C. Not Initially Enforceable Through Contempt

The Parties hereby waive and disclaim any initial right to seek enforcement of this FSA through contempt sanctions. However, if after a Party seeks an Order compelling compliance with this FSA, the Court issues such Order, any future violation of any such Order may give rise to contempt sanctions as in any other case, as may otherwise be found warranted by the Court.

XI. CONCLUSION OF CLASS COUNSEL'S DUTIES AND OF THIS CLASS ACTION

A. Class Counsel's duties and this Class Action shall terminate once all settlement funds have been distributed and a final accounting has been furnished to and approved by the Court.

B. No additional fees beyond those awarded under this FSA shall be paid to Class Counsel for post-settlement services. Class Counsel may recover from the Reserve Account their additional out-of-pocket costs incurred in excess of those costs reimbursed pursuant to Section VIII.C.3 of this FSA, including such other experts as may be necessary to implement this FSA, all upon proper application to and approval by the Court.

XII. JURISDICTION OF THE COURT TO ENFORCE THIS FSA

The Parties hereby stipulate and agree to entry of a Final Judgment dismissing all of Plaintiffs' claims in this action with prejudice, except that the Court shall retain limited jurisdiction for the sole purpose of enforcing compliance with the terms and conditions of this FSA. The parties agree that any Order of the Court granting judicial approval of this FSA does not render the terms and conditions of this FSA subject to the contempt powers of the Court except as set forth in Section X.C. However, this provision shall not be construed to limit the power of the Court to enforce the terms of this FSA through a separate Order that may be issued by the Court after the conditions set forth in Sections X.A and X.B have been satisfied. Applications for Orders seeking to enforce this FSA may be brought by Class Counsel, Defendants' counsel or by any Class Member.

XIII. INTERPRETATION

Nothing contained in this FSA shall be deemed to be an approval or adoption by any Party of any Party's rationale or justification for entering into this FSA. This FSA shall be

deemed to have been drafted jointly by the Parties, and no alleged ambiguity shall be construed against any Party as the drafter.

XIV. PARTIES BOUND BY THIS FSA

This FSA binds each and every Defendant as defined in Section II.A.2, above. This FSA also binds the Class, including each of the Named Plaintiffs and each and every Class Member. This FSA shall be binding upon and inure to the benefit of the Parties and their respective predecessors, successors, agents, and assigns.

XV. INTEGRATION

This FSA is the integrated understanding of the Parties and replaces and supersedes any prior agreement, understanding, or contract between them regarding settlement of this dispute, except that PSA I, PSA II, and PSA III shall remain in full force and effect.

The terms of this FSA shall constitute the entire settlement agreement between the Parties regarding both the final disposition of the claims and the Parties' respective rights and obligations under the Agreement. Any prior oral or written statement, representation, agreement, or understanding that is not expressly contained herein, shall have no force or effect whatsoever.

XVI. COOPERATION

The Parties agree to exchange information and to prepare and execute such instruments as may reasonably be necessary to effectuate this FSA.

XVII. MODIFICATION

This FSA may be modified only with the written approval of Class Counsel (acting on behalf of the Class and the Named Class Representatives), and Defendants and with the approval of the Court, upon such notice to the Class, if any, as the Court may require.

XVIII. COUNTERPARTS

This FSA may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same FSA. A facsimile or other duplicate of a signature shall constitute an acceptable, binding signature for purposes of this FSA.

XIX. PROTECTIVE ORDER

The Parties, their retained experts, their attorneys and persons regularly in the employ of such attorneys who have a need for the information in the performance of their duties will continue to be bound, and the Settlement Administrator and Class Monitor will agree to be bound, by the terms of the Protective Order entered by the Court on April 9, 2013. The Parties agree that the Protective Order will continue to govern the use of any materials, including documents and information that have been or may hereafter be provided to Class Counsel by Defendants for purposes related to this Settlement Agreement. Class Counsel will be responsible for advising their experts, the Settlement Administrator and Class Monitor, and any other individuals acting for, on behalf of, or at the request or direction of Class Counsel, of the provisions of the Protective Order and will require that each such individual sign the Acknowledgment of Protective Order, attached as Exhibit A to the Order of April 9, 2013, and return the Acknowledgment to Defendants.

XX. TAX LAWS

Nothing in this FSA shall be construed as amending or altering the application, if any, of any tax law to any entity concerning any funds, including any funds paid or distributed pursuant to this FSA.

XXI. OTHER FEDERAL CLAIMS

Nothing in this FSA shall be construed to alter or impair the right of any federal agency to pursue any claim not released in this FSA against any entity under any applicable law.

Nothing in this FSA shall be construed to alter or impair the right of any Class Member to pursue any claim against the United States or any federal agency or official not released in the FSA under any applicable law.

XXII. NOTICES

Notices required under this FSA shall be sent to:

A. Counsel for Plaintiffs

Class Counsel:

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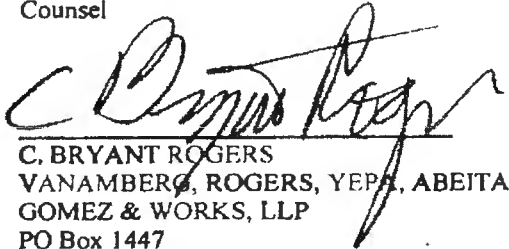
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By their signatures below the Parties, by and through counsel, indicate their consent to the terms and conditions set forth above.

Respectfully Submitted,



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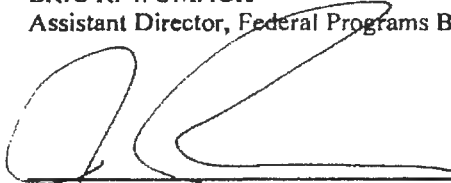


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Counsel for Defendants

Dated: September 16, 2015

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

EXHIBIT

tabbies

C

Computation of Net Settlement Amount

Settlement Amount	\$ 947,965,659.39
Less Reserve Account*	
	\$ 4,000,000.00
Less Attorneys' Fees (8.5% of \$947,965,659.39) *	\$ 80,577,081.05
Less Costs*	\$ 1,126,583.72
Less \$1 payments for 3 TOP Class Members with Full Offsets**	\$ 3.00
Net Settlement Amount	\$ 862,261,991.62

*The amount actually paid into the Reserve Account and to Attorneys' Fees will be slightly reduced because three Class members will not contribute due to Treasury offsets. However, the rest of the Class will pay into the Reserve Account and to Attorneys' Fees their shares of the full amounts for these two funds.

**The Judgment Fund made three \$1 payments to the three Class Members with full TOP offsets. These three dollars result in a corresponding \$3.00 discrepancy in the final payment calculations.

	A	B	C
	CLASS MEMBER	PERCENTAGE SHARE	SHARE OF NET SETTLEMENT AMOUNT BEFORE TREASURY DEDUCTIONS
1	1854 AUTHORITY	0.15441745566490400%	\$ 1,331,483.03
2	ABSENTEE SHAWNEE	0.23610417778169000%	\$ 2,035,836.59
3	AGDAAGUX TRIBAL COUNCIL	0.03596283066021100%	\$ 310,093.82
4	AGUA CALIENTE BAND OF CAHUILLA	0.00734833384035588%	\$ 63,361.89
5	AK-CHIN INDIAN COMMUNITY	0.05610222092964630%	\$ 483,748.13
6	AKIACHAK NATIVE COMMUNITY	0.02971876837852420%	\$ 256,253.64
7	AKIAK NATIVE COMMUNITY	0.07289089571147580%	\$ 628,510.49
8	ALABAMA COUSHATTA INDIAN RESER	0.22912273167474700%	\$ 1,975,638.23
9	ALABAMA-QUASSARTE TRIBAL TOWN	0.08623124638496410%	\$ 743,539.26
10	ALAKANUK TRADITIONAL COUNCIL	0.00187222092527478%	\$ 16,143.45
11	ALAMO NAVAJO SCHOOL BOARD	0.01872220925274780%	\$ 161,434.49
12	ALASKA VILLAGE INITIATIVES	0.00187222092206880%	\$ 16,143.45
13	ALATNA VILLAGE COUNCIL	0.00093611046103440%	\$ 8,071.72
14	ALBUQUERQUE AREA INDIAN HEALTH	0.00093611046103440%	\$ 8,071.72
15	ALEUTIAN PRIBILOF ISLANDS ASSOCIATION	0.47854122967169000%	\$ 4,126,279.14
16	ALGAACIQ TRIBAL GOVERNMENT	0.00187222092527478%	\$ 16,143.45
17	ALL INDIAN PUEBLO COUNCIL INC	0.00946639982547366%	\$ 81,625.17

EXHIBIT B**CLAIM FORM AMOUNTS FOR CLASS MEMBERS**

18	ALTURAS INDIAN RANCHERIA	0.00411046070870306%	\$	35,442.94
19	AMER INDIAN CHILD RESOURCE CTR	0.00936110461034401%	\$	80,717.25
20	AMERICAN INDIAN CTR OF CENT-CA	0.00655277322724081%	\$	56,502.07
21	AMERICAN INDIAN INSTITUTE FOR	0.00280833138310320%	\$	24,215.17
22	AMERICAN INDIAN SERVICES INC	0.00280833138791217%	\$	24,215.17
23	ANGOON COMMUNITY ASSOCIATION	0.00187222092527478%	\$	16,143.45
24	ANNETTE ISLAND SCHOOL DISTRICT	0.00374444185054956%	\$	32,286.90
25	ANVIK VILLAGE	0.01795679651061760%	\$	154,834.63
26	APACHE TRIBE OF OKLAHOMA	0.02046088494595330%	\$	176,426.43
27	ARCTIC SLOPE NATIVE ASSN	0.12299134443979500%	\$	1,060,507.62
28	ARCTIC VILLAGE COUNCIL	0.00187222092527478%	\$	16,143.45
29	AROOSTOOK BAND OF MICMACS	0.11433624501775600%	\$	985,877.98
30	ASA'CARSARMIUT TRIBAL COUNCIL	0.04014532218448200%	\$	346,157.85
31	ASSOC OF VILLAGE COUNCIL PRESI	1.02956381788218000%	\$	8,877,537.48
32	ATHABASCAN TRIBAL GOVERNMENTS, COUNCIL OF	0.01310554647692350%	\$	113,004.15
33	ATKA IRA VILLAGE COUNCIL	0.00187222092206880%	\$	16,143.45
34	ATMAUTHLUAK TRADITIONAL COUNCL	0.03542486520571770%	\$	305,455.15
35	AUBURN RANCHERIA	0.00561666276620640%	\$	48,430.35
36	AUGUSTINE BAND-MISSION INDIANS	0.01924351419043610%	\$	165,929.51
37	BAD RIVER BAND OF LAKE	0.06886307864141290%	\$	593,780.15
38	BARONA BAND OF MISSION INDIANS	0.00748888370109913%	\$	64,573.80
39	BARROW, NATIVE VILLAGE OF	0.22516338380972400%	\$	1,941,498.28
40	BATTLE MOUNTAIN BAND COUNCIL	0.09377170898709990%	\$	808,557.81
41	BAY MILLS INDIAN COMMUNITY	0.24562530193745700%	\$	2,117,933.62
42	BEAR RIVER BAND OF ROHNERVILLE	0.05616388838704340%	\$	484,279.86
43	BEAVER VILLAGE COUNCIL	0.02574055890003280%	\$	221,951.06
44	BENTON PAIUTE RESERVATION	0.00936110462637391%	\$	80,717.25
45	BERRY CREEK RANCHERIA	0.04015755623287030%	\$	346,263.34
46	BIG LAGOON RANCHERIA	0.06410887898959590%	\$	552,786.50
47	BIG PINE PAIUTE TRIBE OF THE 0	0.03807297915041710%	\$	328,288.83
48	BIG SANDY RANCHERIA	0.03045755548964770%	\$	262,623.92
49	BIG VALLEY RANCHERIA	0.04362800283411390%	\$	376,187.69
50	BILL MOORE SLOUGH ELDER'S CNCL	0.01216943601428610%	\$	104,932.42
51	BIRCH CREEK TRIBAL COUNCIL	0.00093611046103440%	\$	8,071.72
52	BISHOP RESERVATION	0.07759726348296300%	\$	669,091.71
53	BLACKFEET TRIBE	0.36922496939999000%	\$	3,183,686.57
54	BLUE LAKE RANCHERIA	0.11824488917374700%	\$	1,019,580.74
55	BOARD OF EDUCATION	0.00513983177096103%	\$	44,318.82
56	BONSALL UNION SCHOOL DISTRICT	0.00561666277582435%	\$	48,430.35
57	BRIDGEPORT INDIAN COLONY	0.03170779411518150%	\$	273,404.26
58	BRISTOL BAY NATIVE ASSOCIATION	1.77854947001728000%	\$	15,335,756.08
59	BROWNSTONE WOMAN PROJECT	0.00280833138791217%	\$	24,215.17
60	BUCKLAND IRA COUNCIL	0.02969749490156050%	\$	256,070.21
61	BUENA VISTA RANCHERIA OF ME-WU	0.06204406174569540%	\$	534,982.36
62	BURNS PAIUTE TRIBE	0.10949153750963500%	\$	944,103.91

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

63	CA INDIAN FOREST & FIRE MGMT.	0.01123332553241280%	\$	96,860.70
64	CABAZON BAND OF MISSION INDIANS	0.07389022956998910%	\$	637,127.37
65	CACHE INDIAN PARENT COMMITTEE	0.00093611046103440%	\$	8,071.72
66	CACHE PUBLIC SCHOOLS	0.00280833138310320%	\$	24,215.17
67	CADDO TRIBE OF OKLAHOMA	0.02148374566145200%	\$	185,246.17
68	CAHTO TRIBE	0.03158091489294720%	\$	272,310.23
69	CAHUILLA BAND OF INDIANS	0.01403079052375240%	\$	120,982.17
70	CALIFORNIA INDIAN MANPOWER	0.00468055230517200%	\$	40,358.62
71	CALIFORNIA INDIAN WATER	0.00187222092206880%	\$	16,143.45
72	CALIFORNIA VALLEY MIWOK TRIBE	0.03737374501161190%	\$	322,259.60
73	CAMPO BAND OF MISSION INDIANS	0.02956995819949080%	\$	254,970.51
74	CAPITOL AREA INDIAN RESOURCES, INC.	0.00093611046103440%	\$	8,071.72
75	CATAWBA INDIAN NATION	0.06301599069887940%	\$	543,362.94
76	CAYUGA NATION	0.01310554647692350%	\$	113,004.15
77	CEDARVILLE RANCHERIA	0.05739951148174510%	\$	494,934.17
78	CENTRAL TRIBES OF SHAWNEE AREA	0.00374444184413760%	\$	32,286.90
79	CHALKYITISIK VILLAGE COUNCIL	0.02469213537488330%	\$	212,910.90
80	CHEESH-NA TRIBE (PREVIOUSLY LISTED AS THE NATIVE VILLAGE OF CHISTOCHINA)	0.04116397589426940%	\$	354,941.32
81	CHEFORNAK TRADITIONAL COUNCIL	0.00936110462637391%	\$	80,717.25
82	CHEHALIS BUSINESS COUNCIL	0.25258557339609500%	\$	2,177,949.40
83	CHEMEHUEVI INDIAN TRIBE	0.05404193090007360%	\$	465,983.03
84	CHEROKEE BOYS CLUB INC	0.02428094389689330%	\$	209,365.35
85	CHEROKEE NATION	0.96821916976788500%	\$	8,348,585.90
86	CHEVAK TRADITIONAL COUNCIL	0.01114349349307290%	\$	96,086.11
87	CHEYENN ARAPAHO HOUSING AUTHOR	0.00093611046263739%	\$	8,071.72
88	CHEYENNE RIVER SIOUX TRIBE	0.80501809728676000%	\$	6,941,365.08
89	CHEYENNE-ARAPAHO TRIBES OF OKL	0.38447622659850600%	\$	3,315,192.37
90	CHICKALOON NATIVE VILLAGE	0.05568414082180240%	\$	480,143.18
91	CHICKASAW NATION	0.36238441139667100%	\$	3,124,703.04
92	CHICKEN RANCH RANCHERIA	0.01567469309710210%	\$	135,156.92
93	CHIEF DULL KNIFE COLLEGE	0.16832527339513100%	\$	1,451,404.85
94	CHIEF-BUG 0 NAY GE SHIG SCHOOL	0.18619717369368400%	\$	1,605,507.46
95	CHIGNIK LAGOON VILLAGE COUNCIL	0.00093611046263739%	\$	8,071.72
96	CHIGNIK LAKE TRADITIONAL COUNC	0.00280833138791217%	\$	24,215.17
97	CHILKAT INDIAN VILLAGE	0.04638219014856470%	\$	399,936.00
98	CHILKOOT INDIAN ASSOCIATION	0.00395336182523146%	\$	34,088.34
99	CHINIK ESKIMO COMMUNITY	0.00374444185054956%	\$	32,286.90
100	CHIPPEWA OTTAWA RESOURCE AUTHO.	0.01591387783758480%	\$	137,219.32
101	CHIPPEWA-CREE INDIANS OF THE ROCKY BOYS RESERVATION	1.10596203528847000%	\$	9,536,290.27
102	CHITIMACHA TRIBE OF LOUISIANA	0.19774628371152000%	\$	1,705,091.04

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

103	CHITINA VILLAGE COUNCIL	0.04445843988779290%	\$ 383,348.23
104	CHOCTAW NATION	0.41882802885567800%	\$ 3,611,394.90
105	CHUATHBALUK TRADITIONAL COUNCL	0.01672010427938140%	\$ 144,171.10
106	CHUGACH REGIONAL RESRCS COMMSN	0.05398064376585800%	\$ 465,454.57
107	CHUGACHMIUT	0.32141444117641300%	\$ 2,771,434.56
108	CHULONAWICK NATIVE VILLAGE	0.01490811280245760%	\$ 128,546.99
109	CHUSKA SCHOOL BOARD OF	0.00438950430623285%	\$ 37,849.03
110	CIRCLE OF LIFE SURVIVAL SCHOOL	0.02455561304041200%	\$ 211,733.72
111	CIRCLE VILLAGE COUNCIL	0.00955998124366934%	\$ 82,432.08
112	CITIZEN BAND OF POTAWATOMI	0.20769624635643400%	\$ 1,790,885.79
113	CLOVERDALE RANCHERIA TRIBE	0.05057348794915410%	\$ 436,075.96
114	COAST INDIAN COMMUNITY OF	0.05610392401325280%	\$ 483,762.81
115	COCOPAH INDIAN TRIBE	0.09455481012768590%	\$ 815,310.19
116	COEUR D'ALENE TRIBE OF IDAHO	0.49491661294585300%	\$ 4,267,477.84
117	COLD SPRINGS RANCHERIA	0.02058707006986740%	\$ 177,514.48
118	COLORADO RIVER INDIAN TRIBES	0.28952058655586700%	\$ 2,496,425.98
119	COLUMBIA RIVER INTERTR FISH CO	0.85748692500185200%	\$ 7,393,783.84
120	COLUSA RANCHERIA	0.00655277323846174%	\$ 56,502.07
121	COLVILLE BUSINESS COUNCIL	1.55672316713613000%	\$ 13,423,032.18
122	COMANCHE NATION	0.06809601409391690%	\$ 587,166.05
123	CONF TRBS OF COOS LOWER UMPQUA	0.17558620693162200%	\$ 1,514,013.12
124	CONF TRBS UMATILLA IND RESERVATION	0.69180066113484600%	\$ 5,965,134.16
125	CONF TRBS&BDS OF YAKIMA IND NATION	0.84282435297567800%	\$ 7,267,354.05
126	CONF TRIBES OF THE GRANDE ROND	0.61750173024121600%	\$ 5,324,482.72
127	CONF TRIBES OF WARM SPRINGS	0.88190153260134300%	\$ 7,604,301.72
128	CONFEDERATED SALISH AND	0.96607329974683800%	\$ 8,330,082.87
129	CONFEDERATED TRIBE GOSHUTE RES	0.08140202448238760%	\$ 701,898.72
130	COOK INLET TRIBAL COUNCIL	0.16670593953749400%	\$ 1,437,441.95
131	COPPER RIVER NATIVE ASSOCIATIO	0.12976450551083900%	\$ 1,118,910.01
132	COQUILLE INDIAN TRIBE	0.41790384336571800%	\$ 3,603,426.00
133	CORTINA RANCHERIA	0.04803607011801210%	\$ 414,196.77
134	COUSHATTA TRIBE OF LOUISIANA	0.10175740108053900%	\$ 877,415.39
135	COW CREEK AND OF UMPQUA TRIBE	0.10685740050797000%	\$ 921,390.75
136	COWLITZ INDIAN TRIBE	0.03099134188008650%	\$ 267,226.56
137	COYOTE VALLEY BAND OF POMO IND	0.02854298548973550%	\$ 246,115.32
138	CRAIG COMMUNITY ASSOCIATION	0.00187222092206880%	\$ 16,143.45
139	CROOKED CREEK TRAD. COUNCIL	0.01108158097647040%	\$ 95,552.26
140	CROW CREEK SIOUX TRIBE	0.11654235327963000%	\$ 1,004,900.42
141	CROW TRIBE OF MONTANA	0.33901096614934000%	\$ 2,923,162.71
142	CURYUNG TRIBAL COUNCIL	0.00187222092527478%	\$ 16,143.45
143	DEL NORTE COUNTY UNIFIED	0.00842499414930961%	\$ 72,645.52

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

144	DELAWARE NATION	0.03363119104360740%	\$	289,988.98
145	DELAWARE TRIBE OF INDIANS	0.00873548184692319%	\$	75,322.74
146	DEVIL'S LAKE SIOUX TRIBE	0.00374444185054956%	\$	32,286.90
147	DINE BI OLTA SCHOOL BOARD ASSC	0.17937496699090100%	\$	1,546,682.16
148	DOT LAKE VILLAGE COUNCIL	0.01993704762366150%	\$	171,909.58
149	DOUGLAS INDIAN ASSOCIATION	0.03830082716614000%	\$	330,253.48
150	DRY CREEK RANCHERIA BAND OF PO	0.03280804964565060%	\$	282,891.34
151	DUCK VALLEY, SHOSHONE-PAIUTE OF	0.29304727048250500%	\$	2,526,835.23
152	DUCKWATER SHOSHONE TRIBE	0.19794335241130900%	\$	1,706,790.29
153	EAGLE TRADITIONAL COUNCIL	0.00498066396658540%	\$	42,946.37
154	EASTERN BAND OF CHEROKEE INDIA	0.13781196667627300%	\$	1,188,300.21
155	EASTERN SHAWNEE TRIBE OF OKLAH	0.09990288932719190%	\$	861,424.64
156	EEK TRADITIONAL COUNCIL	0.01322767764768310%	\$	114,057.24
157	EGEGIK VILLAGE COUNCIL	0.00093611046263739%	\$	8,071.72
158	EIGHT NORTHERN INDIAN PUEBLOS	0.01899434016436920%	\$	163,780.98
159	EKWOK VILLAGE COUNCIL	0.00093611046263739%	\$	8,071.72
160	ELEM INDIAN COLONY	0.04338021438890310%	\$	374,051.10
161	ELK VALLEY RANCHERIA	0.06756801250731560%	\$	582,613.29
162	ELKO BAND COUNCIL	0.08251801641756490%	\$	711,521.49
163	ELY SHOSHONE TRIBE	0.13893116052770700%	\$	1,197,950.59
164	EMMONAK TRIBAL COUNCIL	0.04249132777856850%	\$	366,386.57
165	ENTERPRISE RANCHERIA	0.04416450584943870%	\$	380,813.75
166	EVANSVILLE VILLAGE	0.00093611046103440%	\$	8,071.72
167	EWIIAAPAAYP BAND OF KUMEYAAY INDIANS	0.07043026201181470%	\$	607,293.38
168	EYAK, NATIVE VILLAGE OF	0.02419374302331060%	\$	208,613.45
169	FAIRBANKS NATIVE ASSOCIATION,	0.07182871778859410%	\$	619,351.73
170	FALL RIVER JOINT UNIFIED	0.01123332553241280%	\$	96,860.70
171	FALLON PAIUTE SHOSHONE TRIBE	0.12625928401833900%	\$	1,088,685.82
172	FALSE PASS TRIBAL COUNCIL	0.00706166542038242%	\$	60,890.06
173	FED. INDIANS OF GRATON RANCHER	0.01184658943725960%	\$	102,148.64
174	FLANDREAU SANTEE SIOUX TRIBE	0.10229130144009400%	\$	882,019.01
175	FOND DU LAC OJIBWAY SCHOOL	0.02423958511423330%	\$	209,008.73
176	FOREST COUNTY POTAWATOMI COMMU	0.02648133525532330%	\$	228,338.49
177	FORT BELKNAP COMMUNITY COUNCIL	0.71506681211874800%	\$	6,165,749.34
178	FORT BERTHOLD HOUSING AUTH	0.00206317487935780%	\$	17,789.97
179	FORT MCDERMITT PAIUTE SHOSHONE	0.04419578536569330%	\$	381,083.46
180	FORT MCDOWELL MOHAVE APACHE	0.08238860239915350%	\$	710,405.60
181	FORT MOJAVE INDIAN TRIBE	0.17210459362979600%	\$	1,483,992.50
182	FORT PECK TRIBAL EXECUTIVE BD	0.41908914164501200%	\$	3,613,646.38
183	FORT SILL APACHE TRIBE	0.05463553942446020%	\$	471,101.49
184	FT BERTHOLD COMMUNITY COLLEGE	0.02823146238137170%	\$	243,429.17

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

185	FT BIDWELL INDIAN COMMUNITY CO	0.06284869955848300%	\$	541,920.45
186	FT. INDEPENDENCE RESERVATION	0.03335157363854160%	\$	287,577.94
187	GALENA VILLAGE	0.04416304455871970%	\$	380,801.15
188	GAMBELL, NATIVE VILLAGE OF	0.12649928782550700%	\$	1,090,755.28
189	GEORGETOWN TRIBAL COUNCIL	0.01484688153960810%	\$	128,019.02
190	GILA RIVER INDIAN COMMUNITY	0.90318612913857100%	\$	7,787,830.71
191	GOODNEWS BAY NATIVE VILLAGE	0.01312781343901140%	\$	113,196.15
192	GRAND TRAVERSE BAND	0.40034683703834000%	\$	3,452,038.61
193	GRAYLING IRA COUNCIL	0.00280833138791217%	\$	24,215.17
194	GREAT LAKES INDIAN FISH	0.40669236097835800%	\$	3,506,753.65
195	GREAT LAKES INTER-TRIBAL COUNCIL	0.01339962505740080%	\$	115,539.87
196	GREENVILLE RANCHERIA	0.02479482749181000%	\$	213,796.37
197	GRINDSTONE INDIAN RANCHERIA-	0.00748888370109913%	\$	64,573.80
198	GUIDIVILLE RANCHERIA	0.12817016783866200%	\$	1,105,162.64
199	GULKANA VILLAGE COUNCIL	0.02298928923616380%	\$	198,227.90
200	HABEMATOLEL POMO OF UPPER LAKE	0.03562686971278750%	\$	307,196.96
201	HANNAHVILLE INDIAN COMMUNITY	0.20798148036988100%	\$	1,793,345.25
202	HANNAHVILLE INDIAN SCHOOL	0.52197555977629300%	\$	4,500,796.86
203	HAUDENOSAUNEE ENVIRONMENTAL TA	0.00093611046103440%	\$	8,071.72
204	HAVASUPAI TRIBE	0.04795618037042350%	\$	413,507.92
205	HO-CHUNK NATION	0.02841814866317740%	\$	245,038.89
206	HOH INDIAN TRIBE	0.19132002443944900%	\$	1,649,679.85
207	HOONAH INDIAN ASSOCIATION	0.08915963646565400%	\$	768,789.66
208	HOOPA VALLEY TRIBAL COUNCIL	0.99831225910445900%	\$	8,608,067.17
209	HOOPER BAY TRADITIONAL COUNCIL	0.00665401560777271%	\$	57,375.05
210	HOPI INDIAN CREDIT ASSOCIATION	0.01599251358716360%	\$	137,897.37
211	HOPI TRIBE	0.38369120608688100%	\$	3,308,423.44
212	HOPLAND RESERVATION	0.03278449712882120%	\$	282,688.26
213	HOULTON BAND OF MALISEET INDIA	0.15947023902642500%	\$	1,375,051.26
214	HOUSING AUTHORITY OF THE CHICKASAW NATION	0.00093611046103440%	\$	8,071.72
215	HUALAPAI TRIBE	0.49934847340232100%	\$	4,305,692.09
216	HUGHES VILLAGE COUNCIL	0.00093611046103440%	\$	8,071.72
217	HURON POTWATOMI INC.	0.02830876702347470%	\$	244,095.74
218	HUSLIA TRADITIONAL COUNCIL	0.00187222092206880%	\$	16,143.45
219	HYDABURG COOPERATION ASSOC.	0.04217476730622280%	\$	363,656.99
220	IGIUGIG VILLAGE COUNCIL	0.02858782341889480%	\$	246,501.94
221	ITHANKTONWAN COMMUNITY COLLEGE	0.00632652256590531%	\$	54,551.20
222	IIPAY NATION OF SANTA YSABEL	0.01731092422116830%	\$	149,265.52
223	ILIAMNA VILLAGE COUNCIL	0.03697734035971380%	\$	318,841.55
224	INAJA BAND OF MISSION INDIANS	0.00803192374091632%	\$	69,256.23
225	INDIAN CENTER, INC.	0.00187222092527478%	\$	16,143.45
226	INDIAN CHILD & FAMILY PRESERVA	0.00374444185054956%	\$	32,286.90

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

227	INDIAN CHILD & FAMILY SERVICES	0.01216943601428610%	\$	104,932.42
228	INDIAN HEALTH COUNCIL INC	0.05023153734899500%	\$	433,127.45
229	INTER TRIBAL COUNCIL AVT	0.00561666277582435%	\$	48,430.35
230	INTER TRIBAL COUNCIL OF MI INC	0.00468055231318696%	\$	40,358.62
231	INTER TRIBAL COUNCIL OF NEVADA	0.01276684614534760%	\$	110,083.66
232	INTERTRIBAL AGRICULTURE COUNC.	0.00093611046103440%	\$	8,071.72
233	INTERTRIBAL BISON COUNCIL	0.00187222092527478%	\$	16,143.45
234	INTER-TRIBAL COUCIL OF CA INC	0.00093611046263739%	\$	8,071.72
235	INTERTRIBAL MONITORING ASC.	0.00280833138310320%	\$	24,215.17
236	INUPIAT COMMUNITY OF THE	0.07472343673602280%	\$	644,311.79
237	IONE BAND OF MIWOK INDIANS	0.01111049729794740%	\$	95,801.60
238	IOWA TRIBE OF KANSAS AND NEBRA	0.01591387786483560%	\$	137,219.32
239	IOWA TRIBE OF OKLAHOMA	0.07172140864717080%	\$	618,426.45
240	IQRMIUT TRADITIONAL COUNCIL	0.01694719384005790%	\$	146,129.21
241	JACKSON RANCHERIA	0.00093611046103440%	\$	8,071.72
242	JAMESTOWN S'KLALLAM TRIBE	0.50957460045960500%	\$	4,393,868.10
243	JAMUL INDIAN VILLAGE	0.01516343233625300%	\$	130,748.51
244	JENA BAND OF CHOCTAW INDIANS	0.04477817221221970%	\$	386,105.16
245	JICARILLA APACHE TRIBE	0.14005301454850500%	\$	1,207,623.91
246	KAIBAB PAIUTE TRIBE	0.05627890423939610%	\$	485,271.60
247	KAKE, ORGANIZED VILLAGE OF	0.14383727579495700%	\$	1,240,254.16
248	KALISPEL BUSINESS COMMITTEE	0.08059684745556750%	\$	694,955.98
249	KALTAG TRIBAL COUNCIL	0.00884812448622089%	\$	76,294.01
250	KARLUK IRA COUNCIL	0.02466742684632580%	\$	212,697.85
251	KARUK TRIBE	0.26462155139633300%	\$	2,281,731.06
252	KASHIA BAND OF POMO INDIANS OF	0.04866315105352570%	\$	419,603.86
253	KAW NATION	0.12683840466430800%	\$	1,093,679.35
254	KAWERAK, INC.	1.81338942771989000%	\$	15,636,167.80
255	KENAITZE INDIAN TRIBE	0.06566610004790330%	\$	566,213.82
256	KETCHIKAN INDIAN CORPORATION	0.73375112924269200%	\$	6,326,857.10
257	KEWEENAW BAY INDIAN COMMUNITY	0.20742138158788200%	\$	1,788,515.74
258	KJALEGEE TRIBAL TOWN	0.04642002646233720%	\$	400,262.24
259	KJANA TRADITIONAL COUNCIL	0.03436652611576610%	\$	296,329.49
260	KICKAPOO OF OKLAHOMA	0.10893894813932500%	\$	939,339.14
261	KICKAPOO TRADITIONAL TRIBE OF TEXAS	0.06795361722330000%	\$	585,938.21
262	KICKAPOO TRIBE IN KANSAS	0.11228653084147900%	\$	968,204.08
263	KING SALMON TRIBE	0.01216760268465130%	\$	104,916.61
264	KIOWA TRIBAL HOUSING PROGRAMS	0.00280833138791217%	\$	24,215.17
265	KIOWA TRIBE OF OKLAHOMA	0.06572442909191330%	\$	566,716.77
266	KIPNUK TRADITIONAL COUNCIL	0.02114412609173600%	\$	182,317.76
267	KLAMATH TRIBE	0.63992338472933400%	\$	5,517,816.12
268	KLAWOCK COOPERATIVE ASSOC.	0.00093611046103440%	\$	8,071.72
269	KNIK TRIBAL COUNCIL	0.04536271454542540%	\$	391,145.45
270	KOBUK TRADITIONAL COUNCIL	0.02097244615455630%	\$	180,837.43
271	KODIAK AREA NATIVE ASSOCIATION	0.05944411212266430%	\$	512,563.99

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

272	KOKHANOK VILLAGE	0.00187222092206880%	\$	16,143.45
273	KOLIGANEK VILLAGE COUNCIL	0.00407125746114184%	\$	35,104.91
274	KONGIGANAK TRADITIONAL COUNCIL	0.00468055231318696%	\$	40,358.62
275	KOOTENAI TRIBE OF IDAHO	0.13152137950986700%	\$	1,134,058.87
276	KOTLIK TRADITIONAL COUNCIL	0.00187222092527478%	\$	16,143.45
277	KOTZEBUE, NATIVE VILLAGE OF	0.27004816777140200%	\$	2,328,522.71
278	KOYUKUK NATIVE VILLAGE	0.00468055231318695%	\$	40,358.62
279	KUIGPAGMIUT, INC.	0.06244042856183590%	\$	538,400.08
280	KUSHKOKWIM NATIVE ASSOCIATION	0.10239883688349700%	\$	882,946.25
281	KWIGILLINGOK IRA COUNCIL	0.02820246174218420%	\$	243,179.11
282	KWINHAGAK, NATIVE VILLAGE OF	0.06037477151283290%	\$	520,588.71
283	LA JOLLA BAND OF MISSION INDIA	0.02729245595940550%	\$	235,332.47
284	LA POSTA BAND OF MISSION INDNS	0.02167506984084750%	\$	186,895.89
285	LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS OF WISCONSIN	0.34139518926492500%	\$	2,943,720.96
286	LAC DU FLAMBEAU CHIPPEWA	0.16610064851410800%	\$	1,432,222.76
287	LAC VIEUX DESERT BAND OF LAKE	0.07161959258326870%	\$	617,548.53
288	LAKE COUNTY CITIZENS COMMITTEE	0.01591387783758480%	\$	137,219.32
289	LAKOTA OYATE WAKANYEJA OWICAKI	0.00468055231318695%	\$	40,358.62
290	LARSEN BAY TRIBAL COUNCIL	0.02879210335397040%	\$	248,263.36
291	LAS VEGAS INDIAN CENTER	0.00190622712578876%	\$	16,436.67
292	LAS VEGAS PAIUTE TRIBE	0.02896800444809090%	\$	249,780.09
293	LEVELOCK VILLAGE COUNCIL	0.00093611046103440%	\$	8,071.72
294	LIME VILLAGE TRAD. COUNCIL	0.01362116409990500%	\$	117,450.12
295	LITTLE HOOP COMMUNITY COLLEGE	0.00619983574640784%	\$	53,458.83
296	LITTLE RIVER BAND-OTTAWA INDNS	0.17297226722699100%	\$	1,491,474.12
297	LITTLE TRAVERSE BAY BAND-INDNS	0.31189551602394100%	\$	2,689,356.49
298	LOCAL INDIAN EDUCATION INC	0.04372531814217010%	\$	377,026.80
299	LONE PINE PAIUTE-SHOSHONE RES.	0.03102202745288920%	\$	267,491.15
300	LOS COYOTES BAND OF MISSION INDIANS	0.00748888370109913%	\$	64,573.80
301	LOVELOCK PAIUTE TRIBE	0.07157970468115290%	\$	617,204.59
302	LOWER BRULE SIOUX TRIBE	0.13640424720261400%	\$	1,176,161.98
303	LOWER ELWHA S'KLALLAM TRIBE	0.29537729998103500%	\$	2,546,926.19
304	LOWER LAKE RANCHERIA	0.00374444185054956%	\$	32,286.90
305	LOWER SIOUX INDIAN COMMUNITY	0.02562284486400570%	\$	220,936.05
306	LUMMI TRIBE OF THE LUMMI RESERVATION	1.46978582482458000%	\$	12,673,404.53
307	LYTTON RANCHERIA	0.04822331255081120%	\$	415,811.30
308	MAINE INDIAN EDUCATION	0.14402339221526100%	\$	1,241,858.97
309	MAKAH INDIAN TRIBE OF THE MAKAH INDIAN RESERVATION	0.90200050014318500%	\$	7,777,607.48

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

310	MANCHESTER/PT. ARENA RANCHERIA	0.02760238556868540%	\$ 238,004.88
311	MANDAREE SCHOOL DISTRICT 36	0.01872220925274780%	\$ 161,434.49
312	MANIILAQ ASSOCIATION	0.19696008214575600%	\$ 1,698,311.93
313	MANLEY HOT SPRINGS	0.00655277323846174%	\$ 56,502.07
314	MANOKOTAK VILLAGE COUNCIL	0.00487736591210036%	\$ 42,055.67
315	MANZANITA BAND OF DIEGUENO MISSION INDIANS OF THE MANZANITA RESERVATION	0.03310490296614460%	\$ 285,451.00
316	MARIANO LAKE COMMUNITY	0.01333518163360610%	\$ 114,984.20
317	MASHANTUCKET PEQUOT TRIBE	0.08324698116063210%	\$ 717,807.08
318	MASHPEE WAMPANOAG TRIBE	0.02622386600595870%	\$ 226,118.43
319	MATCH E BE NASH SHE WISH BAND	0.02001640119815990%	\$ 172,593.82
320	MCGRATH NATIVE VILLAGE COUNCIL	0.01591387786483560%	\$ 137,219.32
321	MECHOOPDA OF CHICO RANCHERIA	0.05917101344632700%	\$ 510,209.16
322	MENOMINEE INDIAN TRIBE OF WISC	0.34363337797612400%	\$ 2,963,020.01
323	MENOMINEE TRIBAL ENTERPRISES	0.14340466540272900%	\$ 1,236,523.92
324	MENTASTA TRADITIONAL VILLAGE COUNCIL	0.05437286334446340%	\$ 468,836.53
325	MESA GRANDE BAND-MISSION INDS.	0.04505919633982870%	\$ 388,528.32
326	MESCALERO APACHE TRIBE GRANTS	0.12439132476302300%	\$ 1,072,579.11
327	METLAKATLA INDIAN COMMUNITY	0.45548135326594700%	\$ 3,927,442.59
328	MIAMI TRIBE OF OKLAHOMA	0.04121612175518380%	\$ 355,390.95
329	MICCOSUKEE CORPORATION	0.74184943055076600%	\$ 6,396,685.67
330	MIDDLETOWN RANCHERIA	0.03954288543909230%	\$ 340,963.27
331	MILLE LACS BAND OF CHIPPEWA	0.15767667900585100%	\$ 1,359,586.07
332	MINNESOTA CHIPPEWA TRIBE	0.08183204430681550%	\$ 705,606.62
333	MINNESOTA CHIPPEWA TRIBE - BOIS FORTE BAND (NETT LAKE)	0.20332702641273500%	\$ 1,753,211.67
334	MINNESOTA CHIPPEWA TRIBE - FOND DU LAC BAND	0.08200602756485590%	\$ 707,106.81
335	MINNESOTA CHIPPEWA TRIBE - GRAND PORTAGE BAND	0.08612398356861150%	\$ 742,614.38
336	MINNESOTA CHIPPEWA TRIBE - LEECH LAKE BAND	0.25243617123878700%	\$ 2,176,661.16
337	MINNESOTA CHIPPEWA TRIBE - WHITE EARTH BAND	0.34488797814271700%	\$ 2,973,837.95
338	MISS BAND OF CHOCTAW INDIANS	2.08752300403895000%	\$ 17,999,917.43
339	MM SOSE INTERTRIBAL WATER RIG	0.00614698162827857%	\$ 53,003.09
340	MOAPA BAND OF PAIUTE INDIANS	0.04182876185314920%	\$ 360,673.52
341	MODOC TRIBE OF OKLA	0.10237513159164200%	\$ 882,741.85
342	MOHEGAN TRIBE	0.00845480786826073%	\$ 72,902.59
343	MOORETOWN RANCHERIA	0.07534132576243410%	\$ 649,639.62
344	MORONGO BAND OF MISSION INDIAN	0.00954929144202872%	\$ 82,339.91
345	MUCKLESHOOT INDIAN TRIBE	0.14715285740747300%	\$ 1,268,843.16
346	MUSCOGEE (CREEK) NATION	0.47380977950880200%	\$ 4,085,481.64
347	N PLAINS INTERTRIBAL CT OF APP	0.02355186692933720%	\$ 203,078.80

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

348	NAKNEK VILLAGE COUNCIL	0.02449164605491420%	\$ 211,182.16
349	NANWALEK IRA COUNCIL	0.00187222092527478%	\$ 16,143.45
350	NAPASKIAK TRIBAL COUNCIL	0.01688718846199000%	\$ 145,611.81
351	NARRAGANSETT INDIAN TRIBE	0.30120459311494500%	\$ 2,597,172.72
352	NATIONAL TRIBAL DEVELOPMENT ASSCN.	0.00093611046103440%	\$ 8,071.72
353	NATIVE AMERICAN COMMUNITY DEV	0.00187222092527478%	\$ 16,143.45
354	NATIVE AMERICAN FAMILY SVCS IN	0.01778609879011040%	\$ 153,362.77
355	NATIVE AMERICAN FISH/WILDLIFE	0.00093611046103440%	\$ 8,071.72
356	NATIVE COUNCIL OF PORT HEIDEN	0.02234743006922870%	\$ 192,693.40
357	NATIVE VILLAGE OF AKHIOK	0.00468055231318695%	\$ 40,358.62
358	NATIVE VILLAGE OF AMBLER	0.01821377312720830%	\$ 157,050.44
359	NATIVE VILLAGE OF CANTWELL	0.00468055231318696%	\$ 40,358.62
360	NATIVE VILLAGE OF CHENEGA	0.00187222092527478%	\$ 16,143.45
361	NATIVE VILLAGE OF DEERING	0.01940462834778300%	\$ 167,318.73
362	NATIVE VILLAGE OF EKLUTNA	0.02664197642291640%	\$ 229,723.64
363	NATIVE VILLAGE OF ELIM	0.00655277323846174%	\$ 56,502.07
364	NATIVE VILLAGE OF FORT YUKON	0.00596299444517043%	\$ 51,416.63
365	NATIVE VILLAGE OF GAKONA	0.01662264859241390%	\$ 143,330.78
366	NATIVE VILLAGE OF KAKTOVIK	0.01458114556679250%	\$ 125,727.68
367	NATIVE VILLAGE OF KALSKAG	0.00280833138791217%	\$ 24,215.17
368	NATIVE VILLAGE OF KASIGLUK	0.02269224090586590%	\$ 195,666.57
369	NATIVE VILLAGE OF KIVALINA	0.01894775057368160%	\$ 163,379.25
370	NATIVE VILLAGE OF KLUTI-KAAH	0.01216943601428610%	\$ 104,932.42
371	NATIVE VILLAGE OF MARSHALL	0.02879097440030240%	\$ 248,253.63
372	NATIVE VILLAGE OF MEKORYUK	0.04403000678160560%	\$ 379,654.01
373	NATIVE VILLAGE OF NAPAKIAK	0.00187222092527478%	\$ 16,143.45
374	NATIVE VILLAGE OF NOATAK	0.02597399450670450%	\$ 223,963.88
375	NATIVE VILLAGE OF NUIQSUT	0.01156394538770400%	\$ 99,711.51
376	NATIVE VILLAGE OF PAIMIUT	0.01646514578373480%	\$ 141,972.69
377	NATIVE VILLAGE OF PERRYVILLE	0.00093611046103440%	\$ 8,071.72
378	NATIVE VILLAGE OF PITKA'S	0.01561321682481910%	\$ 134,626.83
379	NATIVE VILLAGE OF POINT HOPE	0.09027662020461230%	\$ 778,420.98
380	NATIVE VILLAGE OF SAVOONGA	0.00374444185054956%	\$ 32,286.90
381	NATIVE VILLAGE OF SHELDON	0.00093611046263739%	\$ 8,071.72
382	NATIVE VILLAGE OF SHUNGNAK	0.00093611046103440%	\$ 8,071.72
383	NATIVE VILLAGE OF TAZLINA	0.00842499416373652%	\$ 72,645.52
384	NATIVE VILLAGE OF TYONEK	0.03228468567394000%	\$ 278,378.57
385	NATIVE VILLAGE OF UNALAKLEET	0.00748888370109913%	\$ 64,573.80
386	NATIVE VILLAGE OF VENETIE	0.02315555212366470%	\$ 199,661.52
387	NATIVE VILLAGE OF WALES	0.00420386469883096%	\$ 36,248.33
388	NAVAJO AGRICULTURAL PROD INDUS	0.23748337468383600%	\$ 2,047,728.88
389	NAVAJO NATION	6.77448500905334000%	\$ 58,413,809.36
390	NAVAJO TECHNICAL COLLEGE	0.29616035914906300%	\$ 2,553,678.21
391	NAY AH SHING SCHOOL	0.06289415301430690%	\$ 542,312.38

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

392	NB INDIAN INTER TRIBAL DEV CO	0.00187222092527478%	\$	16,143.45
393	NENANA NATIVE ASSOCIATION	0.00093611046103440%	\$	8,071.72
394	NEVADA URBAN INDIANS INC.	0.01404165691551600%	\$	121,075.87
395	NEW KOLIGANEK VILLAGE COUNCIL	0.00093611046263739%	\$	8,071.72
396	NEW STUYAHOK TRADITIONAL	0.01762135320607590%	\$	151,942.23
397	NEWHALEN TRIBAL COUNCIL	0.02409400289102740%	\$	207,753.43
398	NEWTOK TRADITIONAL COUNCIL	0.02400947783968200%	\$	207,024.60
399	NEZ PERCE TRIBE	0.55247074918185300%	\$	4,763,745.29
400	NIGHTMUTE TRADITIONAL COUNCIL	0.01957742507066990%	\$	168,808.70
401	NINILCHIK TRADITIONAL COUNCIL	0.05184419721868780%	\$	447,032.81
402	NISQUALLY INDIAN TRIBE	0.56833955397717600%	\$	4,900,575.96
403	NOBLE JOHNSON O'MALLEY INDIAN	0.00093611046103440%	\$	8,071.72
404	NOME ESKIMO COMMUNITY	0.14199701145121000%	\$	1,224,386.26
405	NONDALTON TRIBAL COUNCIL	0.04532441501997060%	\$	390,815.20
406	NOOKSACK INDIAN TRIBE	0.27133787190823600%	\$	2,339,643.34
407	NOORVIK IRA COUNCIL	0.02865836881356420%	\$	247,110.22
408	NORTH FORK RANCHERIA	0.07572867015466690%	\$	652,979.54
409	NORTHERN ARAPAHO TRIBE	0.25708457149453800%	\$	2,216,742.55
410	NORTHERN CHEYENNE OF THE NORTHERN CHEYENNE INDIAN RESERVATION	0.30395484454950600%	\$	2,620,887.10
411	NORTHERN NEVADA UNITED	0.00093611046103440%	\$	8,071.72
412	NORTHERN FONCA HOUSING	0.00280833138791217%	\$	24,215.17
413	NORTHERN PUEBLOS TRIBUTARY WTR	0.00842499416373652%	\$	72,645.52
414	NORTHWAY VILLAGE COUNCIL	0.03338009678838340%	\$	287,823.89
415	NORTHWEST INDIAN FISHERIES COM	0.88017549809654300%	\$	7,589,418.78
416	NORTHWEST INTERTRIBAL COURT SY	0.07554383970006750%	\$	651,385.82
417	NULATO TRIBAL COUNCIL	0.07050319555968960%	\$	607,922.26
418	NUNAPITCHUK IRA COUNCIL	0.01123140654980850%	\$	96,844.15
419	NW BAND OF SHOSHONI NATION	0.04291956389626170%	\$	370,079.09
420	O S T PARK AND RECREATION AUTH	0.07642593280338190%	\$	658,991.77
421	OGLALA LAKOTA COLLEGE	0.07461922337977920%	\$	643,413.20
422	OGLALA SIOUX TRIBE	1.50167989002872000%	\$	12,948,414.93
423	OHKAY OWINGEH TRIBE OF NEW MEXICO	0.14491588582504700%	\$	1,249,554.60
424	OHOGAMIUT	0.00093611046263739%	\$	8,071.72
425	OLD HARBOR TRIBAL COUNCIL	0.01884183750249720%	\$	162,466.00
426	OMAHA TRIBE OF NEBRASKA	0.33231669905549400%	\$	2,865,440.59
427	ONEIDA INDIAN NATION OF NY	0.11583438058158400%	\$	998,795.84
428	ONEIDA TRIBAL SCHOOL	0.14349789107663400%	\$	1,237,327.77
429	ONEIDA TRIBE OF WISCONSIN	0.08453055501831830%	\$	728,874.85
430	ORGANIZED VILLAGE OF KASAAN	0.00187222092527478%	\$	16,143.45
431	ORGANIZED VILLAGE OF KWETHLUK	0.05843071298649700%	\$	503,825.83
432	ORUTSARARMIUT NATIVE COUNCIL	0.14845090640681900%	\$	1,280,035.74
433	OSAGE NATION	0.11141627210623100%	\$	960,700.17
434	OST PUBLIC SAFETY COMMISSION	1.40213637941296000%	\$	12,090,089.07

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

435	OTOE MISSOURIA TRIBE OF OKLAHO	0.08681594083128200%	\$ 748,580.86
436	OTTAWA TRIBE OF OKLAHOMA	0.03149437182436870%	\$ 271,564.00
437	OUZINKIE TRIBAL COUNCIL	0.02634900195152390%	\$ 227,197.43
438	OWENS VALLEY INDIAN WATER COMM	0.01500842238702920%	\$ 129,411.92
439	PAIUTE INDIAN TRIBE OF UTAH	0.12692692206756200%	\$ 1,094,442.61
440	PALA BAND OF MISSION INDIANS	0.01216943601428610%	\$ 104,932.42
441	PASCUA YAQUI TRIBE	0.38639681707095700%	\$ 3,331,752.89
442	PASKENTA BAND OF NOMLAKI INDNS.	0.00655277322724081%	\$ 56,502.07
443	PASSAMAQUODDY TRIBE - J.T.C.	0.03304854726955600%	\$ 284,965.06
444	PASSAMAQUODDY TRIBE INDIAN TOWNSHIP	0.33490368255034900%	\$ 2,887,747.16
445	PASSAMAQUODDY TRIBE PLEASANT POINT	0.27021857161119600%	\$ 2,329,992.04
446	PAULOFF HARBOR TRIBE	0.00093611046103440%	\$ 8,071.72
447	PAUMA BAND OF MISSION INDIANS	0.02253189810014780%	\$ 194,283.99
448	PAWNEE NATION OF OKLAHOMA	0.13026876921661400%	\$ 1,123,258.08
449	PEACE PIPE INDIAN CENTER	0.00187222092527478%	\$ 16,143.45
450	PECHANGA BAND OF MISSION INDIA	0.01933193271328960%	\$ 166,691.91
451	PEDRO BAY VILLAGE COUNCIL	0.02801233003000590%	\$ 241,539.67
452	PENOBSCOT INDIAN NATION	0.47124211551617900%	\$ 4,063,341.65
453	PEORIA TRIBE OF OKLAHOMA	0.07727028580579740%	\$ 666,272.31
454	PETERSBURG INDIAN ASSOC	0.00842499416373652%	\$ 72,645.52
455	PICAYUNE RANCHERIA OF THE	0.10751805942962800%	\$ 927,087.36
456	PILOT STATION TRAD. COUNCIL	0.00187222092527478%	\$ 16,143.45
457	PINOLEVILLE POMO NATION	0.04050859702628810%	\$ 349,290.24
458	PINON COMMUNITY SCHOOL	0.00154529795622488%	\$ 13,324.52
459	PIT RIVER TRIBE	0.03577491541973190%	\$ 308,473.50
460	PLATINUM TRADITIONAL VILLAGE	0.01553890432383890%	\$ 133,986.07
461	POARCH BAND OF CREEK INDIANS	0.37014029714258200%	\$ 3,191,579.10
462	POINT NO POINT TREATY COUNCIL	0.06327357018268450%	\$ 545,583.95
463	POKAGON BAND OF POTAWATOMI	0.29110633942632000%	\$ 2,510,099.32
464	PONCA ECONOMIC DEVELOPMENT CORP	0.00865577816448486%	\$ 74,635.49
465	PONCA TRIBE OF NEBRASKA	0.27848608542352300%	\$ 2,401,279.67
466	PONCA TRIBE OF OKLAHOMA	0.08217992035293930%	\$ 708,606.22
467	PORT GAMBLE S'KLALLAM TRIBE	0.58757422271908200%	\$ 5,066,429.20
468	PORT GRAHAM VILLAGE COUNCIL	0.00187222092527478%	\$ 16,143.45
469	PORT LIONS TRAD. TRIBAL COUNC.	0.02728970317962420%	\$ 235,308.74
470	POTTER VALLEY TRIBE	0.01207615322170790%	\$ 104,128.08
471	PRAIRIE BAND POTAWATOMI NATION	0.07717055474726620%	\$ 665,412.36
472	PRAIRIE ISLAND DAKOTA COMMUNTY	0.03189887592597360%	\$ 275,051.88
473	PUEBLO DE COCHITI	0.05461418611808060%	\$ 470,917.37
474	PUEBLO DE SAN IIDEFONSO	0.04309537983052270%	\$ 371,595.08
475	PUEBLO OF ACOMA	0.15753332510399300%	\$ 1,358,349.99

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

476	PUEBLO OF ACOMA HOUSING	0.00468055231318695%	\$	40,358.62
477	PUEBLO OF ISLETA	0.07287879573952590%	\$	628,406.16
478	PUEBLO OF JEMEZ	0.09126629194748210%	\$	786,954.55
479	PUEBLO OF LAGUNA	0.23077775381229200%	\$	1,989,908.86
480	PUEBLO OF LAGUNA DEPT OF EDUC	0.02803913452870870%	\$	241,770.80
481	PUEBLO OF NAMBE	0.03270733538154590%	\$	282,022.92
482	PUEBLO OF PICURIS	0.03532258586910290%	\$	304,573.23
483	PUEBLO OF POJOAQUE	0.07608281993829690%	\$	656,033.24
484	PUEBLO OF SAN FELIPE	0.04897998291933080%	\$	422,335.78
485	PUEBLO OF SANDIA	0.04086445757538470%	\$	352,358.69
486	PUEBLO OF SANTA ANA	0.04586579313432470%	\$	395,483.30
487	PUEBLO OF TAOS	0.21214156049514300%	\$	1,829,216.04
488	PUEBLO OF ZIA	0.04552471487033060%	\$	392,542.31
489	PUEBLO OF ZUNI	0.33220129794976200%	\$	2,864,445.53
490	PUYALLUP TRIBE OF INDIANS	0.24772573985554900%	\$	2,136,044.90
491	PYRAMID LAKE PAIUTE TRIBE	0.13636093913844700%	\$	1,175,788.55
492	QAGAN TAYAGUNGIN TRIBES	0.01693910082487810%	\$	146,059.43
493	QUALINGIN TRIBE OF UNALASKA	0.02361487564195540%	\$	203,622.10
494	QUAPAW TRIBE OF OKLAHOMA	0.06853389963052910%	\$	590,941.77
495	QUARTZ VALLEY INDIAN RESERVATI	0.07495031117375120%	\$	646,268.05
496	QUECHAN TRIBE	0.09784780537088240%	\$	843,704.44
497	QUILEUTE TRIBAL COUNCIL	0.67301970050233000%	\$	5,803,193.07
498	QUINAULT INDIAN NATION	2.66914862640391000%	\$	23,015,054.11
499	QUTEKCAK NATIVE TRIBE	0.00187222092527478%	\$	16,143.45
500	RAMAH NAVAJO CHAPTER	0.91493085569300400%	\$	7,889,101.02
501	RAMAH NAVAJO SCHOOL BOARD INC	0.18834049841075800%	\$	1,623,988.53
502	RAMONA BAND OF CAHUILLA	0.02706944277152650%	\$	233,409.52
503	RAMPART VILLAGE COUNCIL	0.00093611046263739%	\$	8,071.72
504	RAPID CITY INDIAN HEALTH BRD.	0.00187222092527478%	\$	16,143.45
505	RED CLIFF BAND OF LAKE SUPERIO	0.25841657665877900%	\$	2,228,227.92
506	RED DEVIL TRADITIONAL COUNCIL	0.00093611046263739%	\$	8,071.72
507	RED HORSE LODGE INC	0.00480567862988446%	\$	41,437.54
508	RED LAKE BAND OF CHIPPEWA INDIANS	0.56559771475802600%	\$	4,876,934.12
509	REDDING RANCHERIA	0.11949566392505400%	\$	1,030,365.69
510	REDWOOD VALLEY LITTLE RIVER	0.04229498741766960%	\$	364,693.60
511	RENO SPARKS TRIBAL COUNCIL	0.06388898761063280%	\$	550,890.46
512	RESERVATION FIRE PROT. DIST.	0.00374444184413760%	\$	32,286.90
513	RESERVATION TRANSPRTN AUTHORITY	0.00690850904924682%	\$	59,569.45
514	RINCON BAND OF MISSION INDIANS	0.02715516148443400%	\$	234,148.64
515	RIVERSIDE-SAN BERNARDINO	0.02825545415813900%	\$	243,636.04
516	ROBINSON RANCHERIA	0.04020461207828400%	\$	346,669.09
517	ROCK POINT SCHOOL INC	0.00187222092527478%	\$	16,143.45
518	ROSEBUD SIOUX TRIBE	0.62464181255373400%	\$	5,386,048.93
519	ROUND VALLEY RESERVATION.	0.11844761080700800%	\$	1,021,328.73
520	ROUNDHOUSE COUNCIL, INC.	0.01591387783758480%	\$	137,219.32

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

521	RUBY TRIBAL COUNCIL	0.01950404969959810%	\$ 168,176.01
522	RUMSEY INDIAN RANCHERIA	0.00936110461034401%	\$ 80,717.25
523	SAC AND FOX NATION	0.38496074205300500%	\$ 3,319,370.16
524	SAC AND FOX SETTLEMENT SCHOOL	0.09032157566455400%	\$ 778,808.62
525	SAC AND FOX TRIBE OF MISSOURI	0.01899956176845260%	\$ 163,826.00
526	SAC AND FOX TRIBE OF THE MISSISSIPPI IN IOWA	0.06606614030171030%	\$ 569,663.22
527	SAGINAW CHIPPEWA INDIAN TRIBE	0.14245356542506200%	\$ 1,228,322.95
528	SALISH/KOOTENAI COLLEGE	0.02804267156610520%	\$ 241,801.30
529	SALT RIVER PIMA MARICOPA	0.38624269774011700%	\$ 3,330,423.98
530	SAMISH INDIAN NATION	0.08550151200048700%	\$ 737,247.04
531	SAN CARLOS APACHE TRIBE	1.65914866925448000%	\$ 14,306,208.36
532	SAN DIEGO UNIFIED SCHL DIST.	0.00187222092527478%	\$ 16,143.45
533	SAN FELIPE PUEBLO HOUSING	0.00280833138791217%	\$ 24,215.17
534	SAN JUAN SOUTHERN PAIUTE TRIBE	0.06120607669497540%	\$ 527,756.74
535	SAN LUIS REY WATER AUTHORITY	0.00093611046103440%	\$ 8,071.72
536	SAN MANUEL BAND-MISSION INDIAN	0.00468055231318696%	\$ 40,358.62
537	SAN PASQUAL BAND OF MISSION IN	0.02760050111130560%	\$ 237,988.63
538	SAN XAVIER DISTRICT	0.00748888368827521%	\$ 64,573.80
539	SANTA CLARA PUEBLO	0.15663191133996400%	\$ 1,350,577.44
540	SANTA FE INDIAN SCHOOL	0.00093611046263739%	\$ 8,071.72
541	SANTA ROSA BAND OF MISSION IND	0.00858263625708093%	\$ 74,004.81
542	SANTA YNEZ BAND OF MISSION IND	0.03389892778192740%	\$ 292,297.57
543	SANTA YNEZ TRIBAL HEALTH CLINI	0.00374444185054956%	\$ 32,286.90
544	SANTEE SIOUX NATION	0.12505462125163100%	\$ 1,078,298.47
545	SANTO DOMINGO TRIBE	0.06124757333074180%	\$ 528,114.55
546	SAUK SUIATTLE INDIAN TRIBE	0.10865504230313100%	\$ 936,891.13
547	SAULT STE MARIE TRIBE	0.50121294728949400%	\$ 4,321,768.74
548	SCAMMON BAY TRAD. COUNCIL	0.00187222092527478%	\$ 16,143.45
549	SCOTTS VALLEY RANCHERIA	0.02686384626860750%	\$ 231,636.74
550	SELAWIK NATIVE VILLAGE	0.05218080033745260%	\$ 449,935.21
551	SELDOVIA VILLAGE TRIBE	0.05093502320302800%	\$ 439,193.35
552	SEMINOLE NATION OF OKLAHOMA	0.08779342426506930%	\$ 757,009.33
553	SEMINOLE TRIBE OF FLORIDA	0.46908272725684500%	\$ 4,044,722.07
554	SENECA CAYUGA TRIBE OF OKLAHOM	0.05284619571740820%	\$ 455,672.66
555	SENECA NATION OF INDIANS	0.10983386470011300%	\$ 947,055.67
556	SHAKOPEE MDEWAKANTON SIOUX	0.01796412120207620%	\$ 154,897.79
557	SHAKTOOLIK, NATIVE VILLAGE OF	0.00562218999338700%	\$ 48,478.01
558	SHAWNEE TRIBE	0.00751738586470368%	\$ 64,819.56
559	SHERWOOD VALLEY RANCHERIA	0.05401547955822030%	\$ 465,754.95
560	SHINGLE SPRINGS RANCHERIA	0.04284779552617140%	\$ 369,460.26
561	SHINNECOCK INDIAN NATION FUND,	0.00516149926426426%	\$ 44,505.65
562	SHIPROCK ASSOCIATED SCHOOLS INC	0.00103247634704351%	\$ 8,902.65
563	SHISHMAREF NATIVE VILLAGE OF	0.00748888370109913%	\$ 64,573.80
564	SHOALWATER BAY TRIBAL COUNCIL	0.17833047292639200%	\$ 1,537,675.89

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

565	SHOSHONE & ARAPAHOE TRIBES	0.08333390418346720%	\$	718,556.58
566	SHOSHONE BANNOCK TRIBES INC	0.62351925010335300%	\$	5,376,369.50
567	SHOSHONE TRIBE OF THE WIND RIVER RESERVATION, WYOMING	0.08574839082512680%	\$	739,375.78
568	SICANGU CHILD AND FAMILY SERV	0.00468055231318695%	\$	40,358.62
569	SILETZ, CONFEDERATED TRIBES OF	0.41420586074933400%	\$	3,571,539.70
570	SINTE GLESKA UNIVERSITY	0.13651445501423800%	\$	1,177,112.26
571	SIOUX CITY IND EDUC COMMITTEE	0.01404165693956090%	\$	121,075.87
572	SISSETON WAHPETON HOUSING AUTH	0.01591387786483560%	\$	137,219.32
573	SISSETON-WAHPETON COMM.COLLEGE	0.02103792115957820%	\$	181,402.00
574	SISSETON-WAHPETON OYATE	0.26098363906726100%	\$	2,250,362.72
575	SITKA TRIBE	0.32673706663795900%	\$	2,817,329.54
576	SITTING BULL COLLEGE	0.04227126014233800%	\$	364,489.01
577	SKAGIT SYSTEM COOPERATIVE	0.10100980393931800%	\$	870,969.15
578	SKAGWAY VILLAGE	0.00280833138791217%	\$	24,215.17
579	SKOKOMISH INDIAN TRIBE	0.33715399999102100%	\$	2,907,150.80
580	SKULL VALLEY BAND OF GOSHUTES	0.01123332555164870%	\$	96,860.70
581	SKY PEOPLE HIGHER EDUCATION	0.19085378731539800%	\$	1,645,659.67
582	SLEETMUTE TRADITIONAL COUNCIL	0.01119603805672520%	\$	96,539.18
583	SMITH RIVER RANCHERIA	0.06627667686656270%	\$	571,478.59
584	SNOQUALMIE INDIAN TRIBE	0.04356251809892290%	\$	375,623.04
585	SO PUGET INTER TRIBAL PLANNING	0.00280833138791217%	\$	24,215.17
586	SOBOBA BAND OF MISSION INDIANS	0.02207091084371520%	\$	190,309.08
587	SOKAOGON CHIPPEWA COMMUNITY	0.05808395904422250%	\$	500,835.90
588	SOUTH FORK BAND COUNCIL	0.01497776740219830%	\$	129,147.60
589	SOUTH NAKNEK VILLAGE COUNCIL	0.01527313758611170%	\$	131,694.46
590	SOUTHERN CA INDIAN CENTER INC	0.00685108418483730%	\$	59,074.29
591	SOUTHERN CALIF TRIBAL CHAIRMEN	0.00374444185054956%	\$	32,286.90
592	SOUTHERN INDIAN HEALTH COUNCIL	0.06417727933586980%	\$	553,376.29
593	SOUTHERN UTE INDIAN TRIBE	0.19042002330914500%	\$	1,641,919.49
594	SPIRIT LAKE SIOUX TRIBE	0.13716199486868500%	\$	1,182,695.75
595	SPOKANE TRIBE OF THE SPOKANE RESERVATION	0.20859213884329500%	\$	1,798,610.73
596	SQUAXIN ISLAND TRIBAL COUNCIL	0.49393494906846900%	\$	4,259,013.33
597	ST CROIX TRIBAL COUNCIL ET	0.05318498543744850%	\$	458,593.91
598	ST MICHAEL,NATIVE VILLAGE OF	0.01029721508901130%	\$	88,788.97
599	ST MICHAELS ASSN FOR SPL ED	0.13712841828575700%	\$	1,182,406.23
600	ST REGIS MOHAWK TRIBE	0.12663247633949800%	\$	1,091,903.71
601	ST. GEORGE TRADITIONAL COUNCIL	0.00093611046103440%	\$	8,071.72
602	ST. PAUL IRA COUNCIL	0.01123332555164870%	\$	96,860.70
603	STANDING ROCK SIOUX TRIBE	0.49717225167011400%	\$	4,286,927.36
604	STEBBINS COMMUNITY ASSOCIATION	0.00280833138310320%	\$	24,215.17
605	STEVENS VILLAGE COUNCIL	0.02349953375850810%	\$	202,627.55

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

606	STILLAGUAMISH BOARD OF DIRECTO	0.20601660998249800%	\$ 1,776,402.92
607	STOCKBRIDGE MUNSEE COMMUNITY	0.04553215076629470%	\$ 392,606.43
608	SUMMIT LAKE PAIUTE TRIBE	0.11450589560168500%	\$ 987,340.82
609	SUN'AQ TRIBE OF KODIAK	0.07717818677276930%	\$ 665,478.17
610	SUPERINTENDENT OF PUBLIC INSTRUCTION	0.00093611046103440%	\$ 8,071.72
611	SUQUAMISH INDIAN TRIBE OF THE PORT MADISON RESERVATION	0.61905739134124000%	\$ 5,337,896.59
612	SUSANVILLE INDIAN RANCHERIA	0.05386138491082970%	\$ 464,426.25
613	SWINOMISH INDIAN TRIBE	0.31366859132970400%	\$ 2,704,645.04
614	SYCUAN BAND OF MISSION INDIANS	0.00802260492331781%	\$ 69,175.87
615	TABLE MOUNTAIN RANCHERIA	0.01591387783758480%	\$ 137,219.32
616	TANACROSS VILLAGE COUNCIL	0.01941595902183790%	\$ 167,416.43
617	TANANA CHIEFS CONFERENCE, INC.	1.37854522913558000%	\$ 11,886,671.55
618	TANANA IRA NATIVE COUNCIL	0.05294526799427930%	\$ 456,526.92
619	TANGIRNAQ NATIVE VILLAGE	0.02117968795429150%	\$ 182,624.40
620	TATITLEK IRA COUNCIL	0.00187222092206880%	\$ 16,143.45
621	TE MOAK TRIBE-WESTERN SHOSHONE	0.05902258566293940%	\$ 508,929.32
622	TELIDA TRIBAL COUNCIL	0.00093611046103440%	\$ 8,071.72
623	TE-MOAK SHOSHONE LAW ENFRCE SV	0.01042649627219320%	\$ 89,903.71
624	TESUQUE PUEBLO	0.04426485937147970%	\$ 381,679.06
625	THLOPTHLOCCO TRIBAL TOWN	0.04034922989730790%	\$ 347,916.07
626	THREE AFFILIATED TRIBES	0.92881468475696300%	\$ 8,008,816.00
627	TIMBISHA SHOSHONE TRIBE	0.02584110408248750%	\$ 222,818.02
628	TLINGIT-HAIDA, CENTRAL COUNCIL OF	1.33914877204339000%	\$ 11,546,970.87
629	TODD COUNTY SCHOOL DIST 66-1	0.00280833138791217%	\$ 24,215.17
630	TO'HAIJILEE COMMUNITY SCHOOL	0.09937069971151190%	\$ 856,835.77
631	TOHATCHI SPECIAL EDUC & TRG CT	0.02048223775597350%	\$ 176,610.55
632	TOHONO O'ODHAM COMMUNITY COLLE	0.01564204776189380%	\$ 134,875.43
633	TOHONO O'ODHAM HOUSING AUTHORI	0.00561666277582435%	\$ 48,430.35
634	TOHONO O'ODHAM NATION	0.95147614939802600%	\$ 8,204,217.20
635	TOIYABE INDIAN HEALTH PROJ, INC	0.00986446476053673%	\$ 85,057.53
636	TOKSOOK BAY TRADITIONAL COUCIL	0.02282732183555790%	\$ 196,831.32
637	TONKAWA TRIBE OF OKLAHOMA	0.07976887377648430%	\$ 687,816.68
638	TONTO APACHE TRIBE	0.02777041139327820%	\$ 239,453.70
639	TORRES MARTINEZ BD OF MISSION	0.03447454998556790%	\$ 297,260.94
640	TRADITONAL COUNCIL OF TOGIAC	0.01834108880584020%	\$ 158,148.24
641	TRENTON INDIAN SERVICE AREA	0.02561945318999580%	\$ 220,906.81
642	TRIBAL FISHCO, LLC	0.00280833138310320%	\$ 24,215.17
643	TRINIDAD RANCHERIA	0.08301430190497520%	\$ 715,800.77

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

644	TULALIP TRIBES OF WASHINGTON	0.45306094723898900%	\$ 3,906,572.35
645	TULE RIVER TRIBAL COUNCIL	0.06673011366490180%	\$ 575,388.41
646	TULUKSAK IRA COUNCIL	0.03032643656273050%	\$ 261,493.34
647	TUNICA-BILOXI INDIANS OF LOUIS	0.14925508557551300%	\$ 1,286,969.87
648	TUNTUTULIAK TRADITIONAL COUNCIL	0.00187222092527478%	\$ 16,143.45
649	TUNUNAK IRA COUNCIL	0.02338136271378360%	\$ 201,608.60
650	TUOLUMNE RANCHERIA	0.02811032205932400%	\$ 242,384.62
651	TURTLE MOUNTAIN BAND	0.29543883690416800%	\$ 2,547,456.80
652	TURTLE MOUNTAIN COMMUNITY COLL	0.03350741571866030%	\$ 288,921.71
653	TWENTY-NINE PALMS BAND OF	0.00725301296268327%	\$ 62,539.97
654	TWIN BUTTES SCHOOL DISTRICT 37	0.01791305634961410%	\$ 154,457.48
655	TWIN HILLS VILLAGE COUNCIL	0.00561666277582435%	\$ 48,430.35
656	UGASHIK TRADITIONAL COUNCIL	0.00655277323846174%	\$ 56,502.07
657	UINTAH/OURAY UTE INDIAN TRIBE	0.11445905043236300%	\$ 986,936.89
658	UMKUMIUTE TRADITIONAL COUNCIL	0.01453020164214990%	\$ 125,288.41
659	UNITED CROW BAND INC	0.01380105545615810%	\$ 119,001.26
660	UNITED KEETOOWAH BAND OF CHEROKEE INDIANS IN OKLAHOMA	0.02665081002568500%	\$ 229,799.81
661	UNITED SIOUX TRIBES DEV CORP	0.03822332075123010%	\$ 329,585.17
662	UNITED SOUTH AND EASTERN	0.00936110461034401%	\$ 80,717.25
663	UNITED TRIBES TECHNICAL COLLEG	0.49355392472123200%	\$ 4,255,727.90
664	UNITED VILLAGES INC	0.02855518792847650%	\$ 246,220.53
665	UPPER COLUMBIA UNITED TRIBES	0.02906976399514850%	\$ 250,657.53
666	UPPER KALSKAG TRAD. COUNCIL	0.00187222092527478%	\$ 16,143.45
667	UPPER SIOUX COMMUNITY	0.02398173019368020%	\$ 206,785.34
668	UPPER SKAGIT INDIAN TRIBE	0.16728595919060500%	\$ 1,442,443.24
669	UTE MOUNTAIN UTE TRIBE	0.26277618305821000%	\$ 2,265,819.15
670	VALDEZ NATIVE TRIBE	0.02580289494907650%	\$ 222,488.56
671	VIEJAS BAND OF MISSION INDIANS	0.00655277323846174%	\$ 56,502.07
672	VILLAGE OF AFOGNAK	0.03045083895324900%	\$ 262,566.01
673	VILLAGE OF ANIAK	0.01123332555164870%	\$ 96,860.70
674	VILLAGE OF LOWER KALSKAG	0.00468055231318696%	\$ 40,358.62
675	VILLAGE OF SALAMATOFF	0.00118271787582101%	\$ 10,198.13
676	WAHPETON INDIAN SCH BRD INC	0.18153157410038300%	\$ 1,565,277.77
677	WAINWRIGHT TRADITIONAL COUNCIL	0.00609319542133549%	\$ 52,539.31
678	WALKER RIVER PAIUTE TRIBE	0.09677741521290210%	\$ 834,474.87
679	WAMPANOAG TRIBE OF GAY HEAD	0.34824562321745600%	\$ 3,002,789.65
680	WASHOE TRIBE	0.05545770766648590%	\$ 478,190.73
681	WELLS BAND COUNCIL	0.03895192057785520%	\$ 335,867.61
682	WHITE MOUNTAIN APACHE TRIBE	0.67230133628434300%	\$ 5,796,998.89
683	WHITE MOUNTAIN NATIVE VILLAGE	0.00561666277582435%	\$ 48,430.35
684	WICHITA AND AFFILIATED TRIBES	0.03312130780093280%	\$ 285,592.45
685	WILTON RANCHERIA	0.00280833138791217%	\$ 24,215.17

EXHIBIT B

CLAIM FORM AMOUNTS FOR CLASS MEMBERS

686	WINGATE BOARD OF EDUCATION INC	0.13582649231864600%	\$ 1,171,180.22
687	WINNEBAGO TRIBE OF NEBRASKA	0.13869515601307900%	\$ 1,195,915.61
688	WINNER SCHOOL DISTRICT 59-2	0.00280833138791217%	\$ 24,215.17
689	WIYOT TRIBE	0.05659374807191810%	\$ 487,986.38
690	WYANDOTTE TRIBE OF OKLAHOMA	0.08391197118317010%	\$ 723,541.03
691	YAKUTAT TLINGIT TRIBE	0.08981041355897630%	\$ 774,401.06
692	YANKTON SIOUX TRIBE	0.17533895944330100%	\$ 1,511,881.20
693	YAVAPAI APACHE TRIBE	0.20037851492837600%	\$ 1,727,787.77
694	YAVAPAI PRESCOTT TRIBE	0.07896532750779270%	\$ 680,888.01
695	YERINGTON PAIUTE TRIBE	0.04704885676001030%	\$ 405,684.41
696	YOMBA SHOSHONE TRIBE	0.08738587215049530%	\$ 753,495.16
697	YSLETA DEL SUR PUEBLO	0.14667357695349700%	\$ 1,264,710.51
698	YUPIIT OF ANDREAFSKI	0.02318491814735380%	\$ 199,914.74
699	YUROK TRIBE	0.74809057669876800%	\$ 6,450,500.71
700	TOTAL	100.00%	\$ 862,261,991.56

NAVAJO NATION

RCS# 1041

Spring Session

4/17/2018

03:27:20 PM

Amd# to Amd#

Legislation 0042-17:

PASSED

MOT Slim

Designating that the Net Proceed

SEC Witherspoon

Received from the US through

Settlement of Navajo Ramah...

Yea : 12

Nay : 7

Excused : 0

Not Voting : 5

Yea : 12

BeGaye, N
Bennett
Chee

Damon
Filfred
Jack

Perry
Phelps
Shepherd

Tsosie
Witherspoon
Yazzie

Nay : 7

Begay, K
Begay, NM

Brown
Daniels

Hale
Pete

Smith

Excused : 0

Not Voting : 5

Bates
Begay, S

Crotty

Slim

Tso