

RESOLUTION OF THE
BUDGET AND FINANCE COMMITTEE
OF THE NAVAJO NATION COUNCIL

24TH NAVAJO NATION COUNCIL - Second Year, 2020

AN ACTION

RELATING TO THE BUDGET AND FINANCE COMMITTEE; APPROVING A
MODIFICATION TO THE SERVICE CONTRACT BETWEEN THE NAVAJO NATION
AND WELLS FARGO TO PROVIDE CUSTODY AND RECORDKEEPING SERVICES
FOR THE NAVAJO NATION 401(K) SAVINGS PLAN, EXTENDING THE
CONTRACT FOR TWO YEARS FROM SEPTEMBER 30, 2019 TO SEPTEMBER
30, 2021 AND CONSENTING TO WELLS FARGO'S ASSIGNMENT OF THE
AGREEMENTS, RIGHTS, AND DUTIES TO PRINCIPAL FINANCIAL GROUP

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Budget and Finance Committee approved the Navajo Nation Retirement Savings Plan, effective October 1, 1984, by approving the revised Retirement Plan for Employees of the Navajo Tribe and Certain Tribal Affiliates and incorporating into the Retirement Plan an employer-matched 401(k) Savings Plan through Resolution BFJN-71-86. The Budget and Finance Committee amended and restated the Navajo Nation 401(k) Savings Plan through Resolutions BFJN-65-02 and BFD-49-10. Pursuant to the authority delegated under Section 16.1 of the Navajo Nation 401(k) Savings Plan, the Chair of the Budget and Finance Committee on October 27, 2018, certified the Approval and Ratification of the amended and restated Navajo Nation 401(k) Savings Plan Effective as of January 1, 2016, as approved and adopted by RSPAC-01-16.
- B. The Budget and Finance Committee is empowered to coordinate and review all fiscal, financial, and investment activities of the Navajo Nation pursuant to 2 N.N.C. § 301(B)(5).
- C. The Budget and Finance Committee has oversight over the functions of the Department of Retirement Services pursuant to 2 N.N.C. § 301(B)(13).

SECTION TWO. FINDINGS

- A. The Budget and Finance Committee approved a service contract between the Navajo Nation and Wells Fargo to service the Navajo Nation 401(k) Savings Plan through Resolution BFD-144-01, and approved a contract modification by Resolution BFJA-03-02, but did not review or approve subsequent contracts with Wells Fargo.
- B. In 2012, the Navajo Nation President executed a service contract with Wells Fargo Institutional Retirement and Trust to serve as the Directed Trustee/Custodian and Recordkeeper for the Navajo Nation 401(k) Savings Plan for the period beginning April 1, 2014 and ending September 30, 2019, which is attached to **Exhibit A**, the Retirement Savings Plan Administration Committee Resolution RSPAC-01-20.
- C. The Retirement Savings Plan Administration Committee, in concurrence with the Department of Retirement Services, and the Navajo Nation's Investment Consultant, RVK, has determined that it is in the best interest of the Navajo Nation and Plan Participants to extend the service contract with Wells Fargo for a term of two years beginning September 30, 2019 and ending September 30, 2021. Attached hereto as **Exhibit A** is the Retirement Savings Plan Administration Committee Resolution RSPAC-01-20.
- D. The Retirement Savings Plan Administration Committee recommend the Budget and Finance Committee approve a modification to the service contract between the Navajo Nation and Wells Fargo to extend the contract by two years beginning September 30, 2019 and ending September 30, 2021. The contract modification is attached hereto as **Exhibit B**.

SECTION THREE. APPROVAL

The Budget and Finance Committee hereby follows the recommendation of the Retirement Savings Plan Administration Committee in Resolution RSPAC-01-20, as shown in **Exhibit A**; and approves the modification to the service contract between the Navajo Nation and Wells Fargo for the period beginning September 30, 2019 and ending September 30, 2021, to provide recordkeeping


services on behalf of the Navajo Nation 401(k) Savings Plan, and consenting to Wells Fargo's assignment of the agreements, rights, and duties to Principal Financial Group, as shown in **Exhibit B**.

SECTION FOUR. EFFECTIVE DATE

The contract modification indicated in Exhibit B shall be effective as of October 1, 2019 upon execution of the contract by the Navajo Nation President and the authorized representative of Wells Fargo

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Budget and Finance Committee of the Navajo Nation Council at a duly called meeting held by teleconference at which a quorum was present and that the same was passed by a vote of 5 in favor and 0 opposed, this 1st day of September 2020.


Raymond Smith, Jr., Vice Chairperson
Budget and Finance Committee

Motion: Honorable Nathaniel Brown
Second: Honorable Jimmy Yellowhair



RSPAC-01-20

**RESOLUTION OF THE
RETIREMENT SAVINGS PLAN ADMINISTRATION COMMITTEE**

Approving and Recommending to the Budget and Finance Committee of the Navajo Nation Council the Approval of a Modification to the Service Contract between the Navajo Nation and Wells Fargo to Provide Bundled Recordkeeping and Custody Services for the Navajo Nation 401(k) Savings Plan.

WHEREAS:

1. Pursuant to Resolution BFMY-41-73, the Budget and Finance Committee of the Navajo Nation Council, under the authority delegated by Council through Navajo Tribal Council Resolution CF-21-73, initially adopted the Retirement Plan for Employees of the Navajo Tribe and Certain Tribal Affiliates; and
2. Pursuant to Resolution BFJN-71-86, the Budget and Finance Committee approved the Navajo Nation Retirement Savings Plan, effective October 1, 1984, by approving the revised Retirement Plan for Employees of the Navajo Tribe and Certain Tribal Affiliates and incorporating into the Retirement Plan an employer-matched 401(k) Savings Plan; and
3. Pursuant to Resolution BFJN-65-02, the Budget and Finance Committee approved and adopted the Navajo Nation 401(k) Savings Plan for Employees of the Navajo Nation and Participating Affiliates, Amended and Restated October 1, 2000; and
4. Pursuant to Resolution BFD-49-10, the Budget and Finance Committee approved and adopted the Navajo Nation 401(k) Savings Plan Restatement Effective January 1, 2010; and
5. Pursuant to the authority delegated under Section 16.1 of the Navajo Nation 401(k) Savings Plan, the Chair of the Budget and Finance Committee on October 27, 2018, certified the Approval and Ratification of the Navajo Nation 401(k) Savings Plan Effective as of January 1, 2016, as approved and adopted by RSPAC-01-16; and
6. Pursuant to 2 N.N.C. § 301(B)(5), the Budget and Finance Committee is empowered to coordinate and review all fiscal, financial, and investment activities of the Navajo Nation; and
7. Pursuant to 2 N.N.C. § 301(B)(13), the Budget and Finance Committee has oversight over the functions of the Department of Retirement Services; and
8. The Budget and Finance Committee approved a service contract between the Navajo Nation and Wells Fargo to service the Navajo Nation 401(k) Savings Plan by Resolution BFD-144-01, and approved a contract modification by Resolution BFJA-03-02, but did not review or approve subsequent contracts with Wells Fargo; and

9. In 2012, the Navajo Nation President executed a service contract with Wells Fargo Institutional Retirement and Trust to serve as the Directed Trustee/Custodian and Recordkeeper for the Navajo Nation 401(k) Savings Plan for the period beginning April 1, 2014 and ending September 30, 2019, which is attached hereto as **Attachment 2**; and
10. The Retirement Savings Plan Administration Committee, in concurrence with the Department of Retirement Services, has determined that it is in the best interest of the Navajo Nation and 401(k) Plan Participants to approve the modification of the service contract with Wells Fargo Institutional Retirement and Trust, attached hereto as **Attachment 1**, to extend the contract term for two years beginning October 1, 2019 and ending September 30, 2021, to add a new provision allowing for assignment of the contract to Principal Financial Services, Inc. for continuity of services, and other contract provisions and exhibits.

NOW THEREFORE BE IT RESOLVED THAT:

The Navajo Nation Retirement Savings Plan Administration Committee hereby approves a modification to the service contract with Wells Fargo Institutional Retirement and Trust, attached hereto as **Attachment 1**, to extend the contract by two years, to add a new provision allowing for assignment of the contract to Principal Financial Services, Inc., and other terms recommended by the Department of Justice to protect the legal interests of the Nation, and recommends to the Budget and Finance Committee the approval of the service contract so that Wells Fargo will continue to provide bundled recordkeeping and custody services for the Navajo Nation 401(k) Savings Plan from October 1, 2019 through September 30, 2021. The Navajo Nation Retirement Savings Plan Administration Committee hereby directs the Department of Retirement Services to initiate the review process outlined under Navajo Nation law, forward this resolution and contract to the Office of Legislative Counsel for legislation to be considered by the Budget and Finance Committee, and lastly to forward the contract to the Navajo Nation Office of the President and Vice President for execution by the President.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Retirement Savings Plan Administration Committee of the Navajo Nation at a duly called meeting, conducted telephonically, at which a quorum was present and that same was passed by a vote of 3 in favor 0 opposed and 1 abstained, this 20th day of May, 2020.



Jamie Henio, Chairperson
Retirement Savings Plan Administration Committee
THE NAVAJO NATION

Motion: Pearline Kirk, RSPAC Member

Second: JoAnn Jayne, RSPAC Member

Attachments 1 and 2

Xc: RSPAC file
Department of Retirement Services: Resolution File
Department of Justice
Office of Legislative Counsel
Budget and Finance Committee



MODIFICATION #1

SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND WELLS FARGO BANK, N.A.

Contract No: MOA-145

Business Unit No: 714005

Consultant's Address: 100 W. Washington, 22nd Floor, Phoenix, AZ 85003

Original Contract: \$0

Modification #1 Amount: \$0

Total Contract: \$0

Original Contract End Date: September 30, 2019

Modified Contract End Date: September 30, 2021

The Services Contract between The Navajo Nation ("Nation") and Wells Fargo Bank, N.A. ("Consultant") was executed on September 12, 2014 in the amount of \$0 with a term from April 1, 2014 to September 30, 2019 (the "Original Contract"). The Nation and the Consultant agree to this Modification #1 (this "Modification," which together with the Original Contract is referred to as the "Contract") to modify the Contract as follows.

A. PURPOSES OF MODIFICATION

The purposes of this Modification are: (a) to extend the term of the Contract by two years, beginning October 1, 2019 and ending September 30, 2021; (b) to incorporate Form 1, the standard Navajo Nation Services Contract and the Attachments and Exhibits thereto (the "Standard Navajo Nation Services Contract"), into this Contract; (c) to amend certain provisions of the Wells Fargo Master Services Agreement and its exhibits, which are included in the Original Contract, including a new fee schedule; (d) to add the Acceptance of Additional Authorizations and Disclosures Agreement; and (e) to add the Consent, Resignation and Appointment Agreement as an exhibit to the Contract, in which the Nation consents to Wells Fargo's assignment of agreements, rights, and duties to Principal.

B. MODIFICATIONS

1. The term of this Contract shall be extended by two years, for the period beginning October 1, 2019 and ending September 30, 2021.
2. The Standard Navajo Nation Services Contract (including Attachments A and B and Exhibits A, B, and C), attached to this Modification, is incorporated herein and made a part of this Contract.
3. The Wells Fargo Master Services Agreement, which is included in the Original Contract, is amended as follows:
 - a. Section III(A) Paragraph 2 is amended by deleting the following overstricken language and inserting the following underlined language: "Except as specifically provided in this Agreement, the Plan and Trust Documents, the Master Services Agreement, the accompanying Schedule of Services, and Service Agreement Exhibits, and the Standard Navajo Nation Services Contract and Attachments and Exhibits thereto, constitute the entire agreement between the parties, and are intended as a complete expression of that agreement."
 - b. Section III(H) is amended by deleting the following overstricken language and inserting the following underlined language: "~~H. Indemnification-Hold Harmless.~~ The Employer shall fully indemnify Wells Fargo and hold it Wells Fargo harmless from loss or liability including reasonable legal fees and costs, which Wells Fargo sustains in discharging its duties and responsibilities under this Agreement, unless such loss or liability results from Wells Fargo's negligence or breach of the terms of this Agreement. Such loss or liability would include any non-recoverable consideration paid to acquire Employer securities from, or not received in selling Employer securities to, a 'party in interest' or 'disqualified person,' which amount was later determined part of 'adequate consideration,' or in excess thereof, by the Internal Revenue Service or other governmental authority. This indemnification and any other hold harmless provision in this Agreement shall survive the termination of this Agreement. Wells Fargo shall not be liable under any circumstance for indirect, incidental, consequential, or special damages in connection with this Agreement or the Services provided hereunder."
 - c. Insert a new Section III(J) which states: "J. Assignment. Assignment of this Agreement shall be made only upon the written consent of the Parties. In the event that Wells Fargo is acquired by

MODIFICATION #1

SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND WELLS FARGO BANK, N.A.

- or merges with another legal entity, a contract modification shall not be required by the Navajo Nation."
- d. Update the Wells Fargo Master Services Agreement Exhibit "Authorized Signers Certification."
 - e. Incorporate the "Amendment to the Services Agreement Exhibits," including updated "Fee Schedule. Bundled ERISA Defined Contribution Plans. Effective Date: October 1, 2020," "Participant Communication and Education Services Agreement," "Disclosure Statement to the Plan Investment Direction," and "Plan Investment Direction Attachment A."
 - f. Remove the original "Fee Schedule" Exhibit in the Wells Fargo Master Services Agreement Exhibits.
- 4. The "Section 408(b)(2) Summary Fee Disclosure, Navajo Nation 401(k) Savings Plan, as of March 31, 2019" is incorporated herein and made a part of this Contract.
 - 5. The Wells Fargo Bank, N.A. Collective Investment Trust Funds for Employee Benefit Trusts "Declaration of Trust" is incorporated herein and made a part of this Contract.
 - 6. The Acceptance of Additional Authorizations and Disclosures Agreement is incorporated herein and made a part of this Contract.
 - 7. The Consent, Resignation and Appointment Agreement is incorporated herein and made a part of this Contract.
 - 8. All provisions of the Original Contract not specifically modified herein remain unchanged.

C. SUPPORTING DOCUMENTS ATTACHED

- 1. Standard Navajo Nation Services Contract, including:
 - a. Form 1 of the Standard Navajo Nation Services Contract;
 - b. Attachment A – "Mutual Promises and Agreements," of the Standard Navajo Nation Services Contract;
 - c. Attachment B – "Scope of Work," of the Standard Navajo Nation Services Contract;
 - d. Exhibit A – "Accounting Codes and Budget," of the Standard Navajo Nation Services Contract;
 - e. Exhibit B – "Consultant Credentials, with Consultant's team member bios, Secretary's Certificate, Certification regarding Debarment and Suspension, and Form W-9," of the Standard Navajo Nation Services Contract; and
 - f. Exhibit C – "Certificate of Insurance," of the Standard Navajo Nation Services Contract;
- 2. Updated Authorized Signers Certification;
- 3. Amendment to the Services Agreement Exhibits, including updated Fee Schedule, Participant Communication and Education Services Agreement, Disclosure Statement to the Plan Investment Direction, and Plan Investment Direction Attachment A;
- 4. Acceptance of Additional Authorizations and Disclosures Agreement;
- 5. Consent, Resignation and Appointment Agreement;
- 6. The Original Contract, including the Wells Fargo Master Services Agreement and Attachments and Exhibits thereto.

FOR THE CONSULTANT:

By: _____

Dana Ware, Vice President
Wells Fargo Bank, N.A.

Date: _____

5/20/2020

FOR THE NAVAJO NATION:

By: _____

Jonathan Nez, President
The Navajo Nation

Date: _____

MODIFICATION #1

SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND WELLS FARGO BANK, N.A.

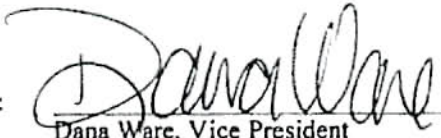
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5/20/2020

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Date:

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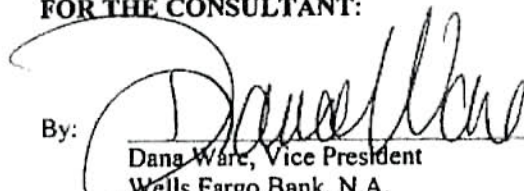
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FOR THE CONSULTANT:

By:


Dana Ware, Vice President
Wells Fargo Bank, N.A.

Date:

5/20/2020

FOR THE NAVAJO NATION:

By:

Jonathan Nez, President
The Navajo Nation

Date:

MODIFICATION #1

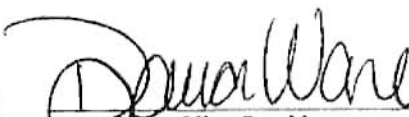
SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND WELLS FARGO BANK, N.A.

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FOR THE CONSULTANT:

By: 
Dana Ware, Vice President
Wells Fargo Bank, N.A.

Date: 5/20/2020

FOR THE NAVAJO NATION:

By: _____
Jonathan Nez, President
The Navajo Nation

Date: _____

SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND

Consultant's telephone number

this number must match Form W-9

SERVICES CONTRACT

ATTACHMENT A- Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "NATION" and Wells Fargo Bank, N.A., hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning October 1, 2019, and ending September 30, 2021.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - **Scope of Work** ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ 0.00, as per **EXHIBIT A - Accounting Codes and Budget**, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the Dept. of Retirement Svcs. (Contracting Program), and its Authorized Representative, Andrea Holmes, Plan Administrator, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C- MOA-145 shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any

expense, liability, or obligation, express or implied, on behalf of the other. The CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the NATION is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to CONSULTANT, nor shall the NATION be responsible for remitting the employer's share of employment taxes to federal or state governments.

9. **The Nation's Ownership of Work Product.** The product(s) and title of the CONSULTANT'S work and services under this Contract shall be and will remain the property of the NATION. The NATION may use the work product for any purpose without prior approval or additional payment.
10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The CONSULTANT agrees that the NATION may, at reasonable times, inspect the part of the plant or place of business of the CONSULTANT that is related to the performance of this Contract; and CONSULTANT further agrees that the NATION may, at reasonable times and places, inspect and audit the CONSULTANT'S books and records to the extent that such books and records relate to the performance of this Contract. The CONSULTANT shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, CONSULTANT agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the NATION may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the NATION may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the CONSULTANT'S final payment under this Contract.
11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

Insert the NATION'S and the CONSULTANT'S contact and contact information:

Andrea Holmes, Plan Administrator
DHR/Dept. of Retirement Services
P.O. Box 5100
Window Rock, Arizona 86515

Dana Ware, Vice President
Wells Fargo Bank, N.A.
100 W. Washington, 22nd Floor
MAC S4101-228
Phoenix, Arizona 85003

NOTE: The final invoice will be due within thirty (30) days after the Contract ends.

12. **Indemnification.** The CONSULTANT agrees to hold harmless and indemnify the NATION against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the NATION or to the extent they result from the negligence of NATION officials or employees as provided for and in accordance with 1 N.N.C. §§551 *et seq.*
13. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. §223(F).
14. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the PARTIES under the laws of the NATION. If negotiation does not resolve the dispute, both PARTIES shall make a good faith effort to resolve the dispute through mediation. A mediator shall be selected by the PARTIES to assist in the resolution of any disputes. If the PARTIES cannot agree on the mediator, each Party shall select one mediator and the mediators shall work together to resolve the disputes. If mediation does not resolve the dispute, the NATION may pursue legal action. Any judicial action regarding this Contract shall be brought in the NATION's courts. Nothing herein shall be construed as a waiver of the NATION'S sovereign immunity.
15. **Termination.** The NATION may terminate this Contract at any time upon thirty (30) days advance written notice to the CONSULTANT, in the event that funds are not appropriated or otherwise made available to support continuation of this Contract. The NATION may terminate this Contract at any time upon ninety (90) days advance written notice to the CONSULTANT, in the event that: (a) the NATION, in its sole discretion, determines the CONSULTANT'S work or services provided are not satisfactory; (b) the CONSULTANT fails to submit reports and other documents as requested by the NATION within defined time schedules to the satisfaction of the NATION; (c) the CONSULTANT fails to submit verification of invoices to the NATION for payment to the satisfaction of the NATION; or (d) the CONSULTANT is in breach of any material term or condition of this Contract. Either Party may terminate this Contract at any time in its sole discretion by giving the other Party one hundred eighty (180) days advance written notice. The PARTIES may terminate this Contract by mutual written agreement of both PARTIES, effective as of the date specified in such written agreement.
16. **Applicable Law and Jurisdiction.** The CONSULTANT shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. §§1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. §§601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. §§201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. §§3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §§3600 *et seq.*, and the Navajo Uniform Commercial Code, 5A N.N.C. §§1-101 *et seq.*, and applicable regulations. This Contract shall be governed by the laws of the NATION, except to the extent preempted by federal law, including federal laws governing employee benefit plans. In the absence of controlling law, the PARTIES shall look to the laws of the State of Arizona and to the duties established by the National Association of Securities Dealers for guidance. The CONSULTANT agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
17. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the PARTIES may be paid under this Contract.

18. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §§601 *et seq.*, and the Navajo Nation Sales Tax Regulations §§6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the **NATION** withholding amounts pursuant to this section in no way removes responsibility from the **CONSULTANT** as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.

The **CONSULTANT** is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To'Nanees'Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The **CONSULTANT** is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The **NATION** shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The **CONSULTANT** is solely responsible for the payment of all applicable taxes.

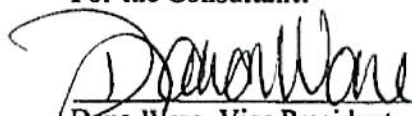
19. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. §§301, *et seq.*, the **CONSULTANT** is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
20. **Insurance Coverage.** The **CONSULTANT** shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program ("RMP") for the entire term of the Contract. The insurance coverage shall name the **NATION** as an additional insured as specified by the RMP, and the **CONSULTANT** shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the

insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.

21. **Conflicting and Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the **CONSULTANT'S** additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

SIGNATURES OF THE CONTRACT

For the Consultant:



Dana Ware, Vice President
Wells Fargo Bank, N.A.
100 W. Washington
22nd Floor
Phoenix, Arizona 85003

5/20/2020
Date

For The Navajo Nation:

Jonathan Nez, President
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

Date

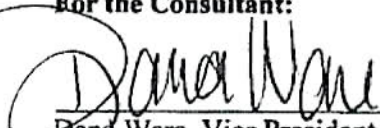


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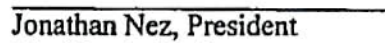
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Dana Ware, Vice President
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Date

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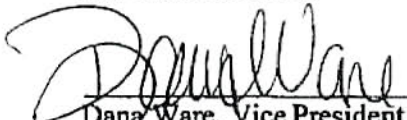
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SIGNATURES OF THE CONTRACT

For the Consultant:


Dana Ware, Vice President
Wells Fargo Bank, N.A.
100 W. Washington
22nd Floor
Phoenix, Arizona 85003

5/20/2020
Date

For The Navajo Nation:

Jonathan Nez, President
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

Date

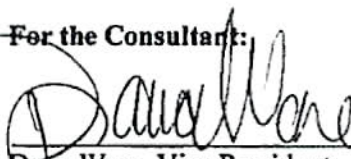


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SIGNATURES OF THE CONTRACT

For the Consultant:



Dana Ware, Vice President
Wells Fargo Bank, N.A.
100 W. Washington
22nd Floor
Phoenix, Arizona 85003

5/20/2020
Date

For The Navajo Nation:

Jonathan Nez, President
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

Date



SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME	<u>Wells Fargo Bank, N.A.</u>
ADDRESS	<u>100 W. Washington, 22nd Floor</u>
	<u>Phoenix, Arizona 85003</u>
TELEPHONE NO.	<u>(602) 378-6860</u>

SEE ORIGINAL MASTER SERVICES AGREEMENT

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME Wells Fargo Bank, N.A.
ADDRESS 550 S. 4th Street (MAC N9310-076)
Minneapolis, Minnesota 55915
TELEPHONE NO. (602) 378-6860

ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
_____ - _____	_____	\$ _____ 0.00
_____ - _____	_____	\$ _____
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ _____ 0.00

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME	Wells Fargo Bank, N.A.
ADDRESS	100 W. Washington, 22nd Floor Phoenix, Arizona 85003
TELEPHONE NO.	(602) 378-6860

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

Service team



Dana Ware
Vice President, Relationship Manager

Consults on product, service, plan design and delivery issues

Dana is a relationship manager for Institutional Retirement and Trust clients at Wells Fargo. She has twenty-eight years of experience in the retirement plan industry in a variety of functions, including consultant, relationship management, plan administration and operations. She is responsible for the overall satisfaction of a number of Institutional clients. She provides consultative support regarding plan design, documents, and administrative servicing. She also provides timely updates on industry and market trends, along with plan-specific information. Over the course of her career, Dana has managed defined contribution, non-qualified and employee stock ownership plans, and has extensive experience serving Native American Tribal entities. Prior to joining Wells Fargo in 2014, she worked for consulting firms including Bryan, Pendleton, Swatts & McAlister, Watson Wyatt Worldwide, Towers Watson and MJM401k.

Mrs. Ware is a graduate of San Diego State University and holds a bachelor of arts degree in mathematics.



Kyle Dalley
Vice President, Portfolio Strategist

Manages institutional trust portfolio and provides investment consultation services

Kyle manages institutional trust portfolios and provides investment consultation services to retirement plan sponsors, foundations and endowments. In this role, he is responsible for delivery of investment services to clients, including fund array analysis and selection, performance monitoring, client investment review and presentations. Mr. Dalley has been working in the investment industry since 1996. Prior to joining Wells Fargo in 2007, he was with JPMorgan Private Client Services for more than five years.

Mr. Dalley earned a bachelor's degree in psychology from Brigham Young University in Provo, Utah and a master's degree in business administration (MBA) from Arizona State University in Tempe, Arizona.



James Evans
Client Account Manager

Coordinates all recordkeeping activities for your plan; also responsible for audit and control

Jim is a client account manager in Wells Fargo's Retirement Plan Service Center based in Roseville, Minnesota. Jim has been aligned with the Navajo Nation relationship for over 17 years.

As your primary contact for daily plan operations, Jim will work closely with you to coordinate all recordkeeping activities including, payrolls, loans, distributions, required minimum distributions, QDROs, compliance testing, and other specific items related to your plan. He will also play an important role in quality assurance, ensuring that transactions are completed accurately, on time, and in compliance with plan documents and applicable regulations, and that participant statements and administrative reports are accurate and delivered on time.

Mr. Evans earned his master's of business administration degree from Cal Poly San Luis Obispo.

Service team



Paul Peichel
Participant Experience Consultant

Consults on participant education products, campaigns and engagements

Paul is responsible for the coordination and implementation of targeted communication strategies to educate individuals about their retirement plan. He also develops communication plans with plan sponsors, creates education campaigns, and promotes a comprehensive financial future for plan participants.

Mr. Peichel graduated from Saint Mary's University of Winona, Minnesota with a bachelor of arts degree in political science and completed the LaSallian (Honors) Institute program including a minor in psychology. Paul has earned a Certified Retirement Services Professional (CRSP) designation from the American Banking Association.



Tom Swanson
Regional Director

Oversees a team of Institutional Retirement and Trust Relationship Managers serving the Southwest region

As a regional director, Tom's responsibilities include relationship management for daily valued 401(k) accounts and oversight of all Arizona relationship managers. He has worked within Institutional Retirement and Trust since 1990, with time spent in Trust Investments, marketing, and plan administration.

Tom received his bachelor of science degree in finance from Arizona State University. He is also a graduate of the National Employee Benefit Trust School, sponsored by the American Bankers Association.

SECRETARY'S CERTIFICATE

WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Bernadette Dooley, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on May 15, 2018, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate:

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

RESOLVED, that for the purposes of these resolutions, "Senior Executive Officer" shall mean any person appointed, designated or otherwise elected President, Chief Executive Officer, Senior Executive Vice President, Executive Vice President or designated an Executive Officer by resolution of the Board of Directors of the Bank, and "Signing Officer" shall mean any Senior Executive Officer, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

C. Signing Officers

RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

[Service Contracts]

15. Agreements (including any amendments, terminations and any other documents or ancillary agreements related thereto) and proposals to provide services to or receive services from third parties.

[Trust Administration]

18. Any and all agreements, instruments and other documents to enable the Bank to withdraw, collect or otherwise gain access to, or otherwise receive or gain control over any sums or property, or to purchase or otherwise acquire or manage property, of any kind, in which the Bank has or will have an interest as executor, administrator, administrator with will annexed, special administrator, guardian, trustee, conservator or in any other representative or fiduciary capacity, and to execute and deliver any checks, drafts, receipts, orders or other documents as may be necessary, proper or convenient in connection therewith; any declination, renunciation or resignation by the Bank from any fiduciary or other representative position; petitions for the appointment or the confirmation of appointment of the Bank in any fiduciary or other representative capacity and certificates of the incumbency of the Bank in such fiduciary or other representative capacity or any of its officers acting on its behalf in such capacity; certificates of assets held in any account with the Bank; and any other agreement, instrument, order or other document signed by the Bank in a fiduciary or other representative capacity.

2. On the date hereof, the following person was a duly appointed, qualified and acting officer of the Bank, that her correct title appears beside her name, and that on said date she was duly authorized to act on behalf of the Bank as set forth in the foregoing resolutions:

Name	Title
Dana A. Ware	Vice President

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Bank this 10th day January, 2020.



Bernadette Dooley, Assistant Secretary
Wells Fargo Bank, National Association

*** Redacted [Indicates portions of the resolution which have been omitted because they are not relevant to the transaction for which this certificate has been requested.]

**NAVAJO NATION
CERTIFICATION
REGARDING DEBARMENT AND SUSPENSION**

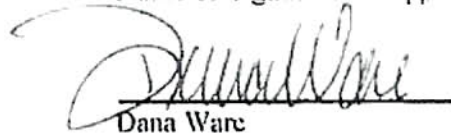
Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Wells Fargo does not track on a company-wide basis contract terminations by a government entity in the administration of government contracts or whether any such termination was for cause or convenience. Wells Fargo Institutional Retirement and Trust is unaware of any such termination having a material bearing on, or which would adversely affect our ability to perform, the services Wells Fargo Institutional Retirement and Trust performs for the Navajo Nation.
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address:

Wells Fargo Bank, N.A.
Attn: Dana Ware
550 S. 4th Street (MAC N9310-076)
Minneapolis, MN 55415

Name & Signature of Applicant

 1/14/2020
Dana Ware Date
Vice President
Wells Fargo Bank, N.A.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WELLS FARGO BANK, N.A.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) P	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) E, J <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 550 S 4TH STREET (MAC N9310-076)	Requester's name and address (optional)
6 City, state, and ZIP code MINNEAPOLIS, MN 55415	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																							
<table border="1"> <tr> <td colspan="9">Social security number</td> </tr> <tr> <td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="9">OR</td> </tr> <tr> <td colspan="9">Employer identification number</td> </tr> <tr> <td>9</td><td>4</td><td></td><td>-</td><td>1</td><td>3</td><td>4</td><td>7</td><td>3</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>9</td> </tr> </table>		Social security number													-					OR									Employer identification number									9	4		-	1	3	4	7	3									9
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Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																							

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person Jeffrey H. Mason	Date 1 November 2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME	<u>Wells Fargo Bank, N.A.</u>
ADDRESS	<u>100 W. Washington, 22nd Floor</u>
	<u>Phoenix, Arizona 85003</u>
TELEPHONE NO.	<u>(602) 378-6860</u>

FOR INTERNAL GUIDANCE ONLY - Include in this section:

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed Memorandum which indicates that this particular Certificate of Insurance meets RMP's minimum insurance requirements.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC (Serving Broker for Wells Fargo & Company) 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886 INSURED Wells Fargo & Company and its Affiliates 550 South 4th Street Minneapolis, MN 55415	CONTACT NAME: USI Insurance Services LLC PHONE (A/C, No., Ext.): 1-800-241-6633 FAX (A/C, No.): 1-610-537-1929 E-MAIL ADDRESS: USICentRequest@usi.com INSURER(S) AFFORDING COVERAGE: <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Old Republic Insurance Company</td> <td style="width: 20%;">NAIC #: 24147</td> </tr> <tr> <td>INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Old Republic Insurance Company	NAIC #: 24147	INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA	19445												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 14892999 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	MWZY 315337	04/01/2020	04/01/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 10,000,000 \$ AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below
B	Financial Institution Bond		02-779-02-14	11/15/2018	10/01/2020	PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ \$100,000,000 Each Occurrence \$100,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Navajo Nation is Additional Insured on General Liability as respects liability arising out of Named Insured's participation in referenced agreement as required per written contract, subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Navajo Nation
 P.O. Box 2010
 Highway 264 & Route 12
 Window Rock, AZ 86515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anna Maddy

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Certificate of Insurance (Con't)**OTHER Coverage**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
B	Professional Liability			02-779-02-14	11/15/2018	10/01/2020	\$100,000,000 Each Occurrence
	Errors & Omissions						\$100,000,000 Aggregate
	Claims Made						

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



MEMORANDUM

TO : Andrea Holmes, Retirement Plan Administrator
Department of Retirement Services

FROM : 
Shawnevan Dale, Program Supervisor II
Risk Management Program

DATE : August 5, 2020

SUBJECT: Insurance Minimum Review – Wells Fargo and Company

Our office is in receipt of the above document for review. Review focused primarily on the certificate of insurance and the Service Agreement provided. After further review, the Risk Management Program (NNRMP) has the following comments:

1. The Navajo Nation requires the following minimum insurance requirements: Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. **The Navajo Nation shall be named as additional insured for general liability coverage.**
2. Additionally, the Navajo Nation should require the contractor to carry Professional Liability (Errors & Omissions) with limits no less than \$10,000,000 per claim, \$100,000,000 aggregate. This coverage should be on a claims made basis and the retro date should be no later than the start date of the project/agreement
3. All coverages should include a Waiver of Subrogation. All coverages should be primary and the Navajo nation's coverage non-contributory.
4. The contractor **has met** all the minimum insurance requirements set forth by the Risk Management Program.

If you have any questions, please feel free to contact me at extension 6335.

cc: Arita M. Yazzie, Advocate, Department of Justice





Authorized Signers Certification

Effective Date: December 11, 2019

Employer Name ("Employer"): Navajo Nation

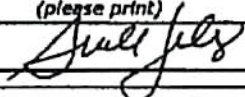
Account Name (the "Plan"): Navajo Nation 401(k) Savings Plan

Wells Fargo Account Number(s): WF114581


Certification of Authorized Signers

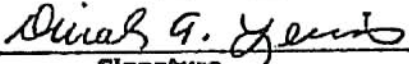
As a duly appointed individual of the Employer, I hereby certify that:

1. The individual(s) listed below have been authorized by resolution of the Employer and has/have the authority to act on behalf of the Employer. The authorized individual(s) ("Authorized Signers") may act on behalf of the Employer, wherever the Employer has responsibility with respect to the Plan, including responsibility under the **Master Services Agreement, Schedule of Services and Services Agreement Exhibits** for the Plan executed between Wells Fargo Bank, N.A. ("Wells Fargo") and the Employer;
2. The following are true and correct signatures of all Authorized Signers authorized to act on behalf of the Employer with respect to Plan activity as indicated in the "Authorized Activity" field below.

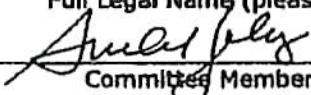
Name: <u>Andrea Holmes</u> <small>(please print)</small>	Title: <u>Retirement Plan Administrator</u> <small>(please print)</small>
Signature: <u></u>	Date: <u>12/12/19</u>

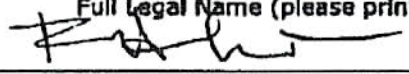
Authorized Signers Certification

Authorized Signer Information	Authorized Activity
Jamle Henlo	<input checked="" type="checkbox"/> All Plan Activity and Direction OR
Full Legal Name (please print) RPAC Chairperson	Only with respect to activities or services defined within the indicated sections of the Master Services Agreement and Schedule of Services, as outlined below:
Committee Membership (Indicate as applicable) Navajo Nation Council Delegate	<input type="checkbox"/> A. Directed Trustee/Custodian Services <input type="checkbox"/> B. Investment Services <input type="checkbox"/> C. Plan Document and Related Services <input type="checkbox"/> D. Recordkeeping Services <input type="checkbox"/> E. Communication Services <input type="checkbox"/> F. Compliance Services <input type="checkbox"/> Other:
Title (please print) 05/14/1965	This authorized signer may act:
Date of Birth*	<input type="checkbox"/> Individually <input checked="" type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above. (If no election is made, Individually will be assumed)
PO Box 155, Ramah, NM 87321	
Address*	
United States	
Country of Citizenship	
Is this signer a non-US Person?*	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this signer a Politically Exposed Person (PEP)?***	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
 Signature	

Authorized Signer Information	Authorized Activity
Dinah Lewis	<input checked="" type="checkbox"/> All Plan Activity and Direction OR
Full Legal Name (please print)	Only with respect to activities or services defined within the indicated sections of the Master Services Agreement and Schedule of Services, as outlined below:
Committee Membership (Indicate as applicable) Retirement Officer	<input type="checkbox"/> A. Directed Trustee/Custodian Services <input type="checkbox"/> B. Investment Services <input type="checkbox"/> C. Plan Document and Related Services <input type="checkbox"/> D. Recordkeeping Services <input type="checkbox"/> E. Communication Services <input type="checkbox"/> F. Compliance Services <input type="checkbox"/> Other:
Title (please print) 06/21/1965	This authorized signer may act:
Date of Birth*	<input checked="" type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above. (If no election is made, Individually will be assumed)
PO Box 5100, Winslow Rock, AZ 86515	
Address*	
United States	
Country of Citizenship	
Is this signer a non-US Person?*	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this signer a Politically Exposed Person (PEP)?***	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
 Signature	

Authorized Signers Certification

Authorized Signer Information	Authorized Activity
Andrea Holmes	<input checked="" type="checkbox"/> All Plan Activity and Direction OR Only with respect to activities or services defined within the indicated sections of the Master Services Agreement and Schedule of Services, as outlined below: <input type="checkbox"/> A. Directed Trustee/Custodian Services <input type="checkbox"/> B. Investment Services <input type="checkbox"/> C. Plan Document and Related Services <input type="checkbox"/> D. Recordkeeping Services <input type="checkbox"/> E. Communication Services <input type="checkbox"/> F. Compliance Services <input type="checkbox"/> Other: _____
Full Legal Name (please print)	
 Committee Membership (Indicate as applicable) Retirement Plan Administrator	
Title (please print)	
08/27/1965	
Date of Birth*	
Address* United States	
Country of Citizenship	This authorized signer may act: <input checked="" type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above. <i>(If no election is made, Individually will be assumed)</i>
Is this signer a non-US Person? ** Is this signer a Politically Exposed Person (PEP)? ***	
Signature	

Authorized Signer Information	Authorized Activity
Rickle Hoskle	<input checked="" type="checkbox"/> All Plan Activity and Direction OR Only with respect to activities or services defined within the indicated sections of the Master Services Agreement and Schedule of Services, as outlined below: <input type="checkbox"/> A. Directed Trustee/Custodian Services <input type="checkbox"/> B. Investment Services <input type="checkbox"/> C. Plan Document and Related Services <input checked="" type="checkbox"/> D. Recordkeeping Services <input checked="" type="checkbox"/> E. Communication Services <input type="checkbox"/> F. Compliance Services <input type="checkbox"/> Other: _____
Full Legal Name (please print)	
 Committee Membership (Indicate as applicable) Information Systems Technician	
Title (please print)	
02/15/1962	
Date of Birth*	
Address* United States	
Country of Citizenship	This authorized signer may act: <input checked="" type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above. <i>(If no election is made, Individually will be assumed)</i>
Is this signer a non-US Person? ** Is this signer a Politically Exposed Person (PEP)? ***	
Signature	

Authorized Signers Certification

Authorized Signer Information	Authorized Activity
Geraldine Delgado <i>Geraldine Delgado</i>	<input type="checkbox"/> All Plan Activity and Direction OR
Full Legal Name (please print)	Only with respect to activities or services defined within the indicated sections of the Master Services Agreement and Schedule of Services, as outlined below:
Committee Membership (Indicate as applicable)	<input type="checkbox"/> A. Directed Trustee/Custodian Services
Senior Accountant	<input checked="" type="checkbox"/> B. Investment Services
Title (please print)	<input type="checkbox"/> C. Plan Document and Related Services
08/30/1962	<input type="checkbox"/> D. Recordkeeping Services
Date of Birth*	<input checked="" type="checkbox"/> E. Communication Services
Address*	<input type="checkbox"/> F. Compliance Services
United States	<input checked="" type="checkbox"/> Other: Audit & Plan Reporting Inquiry Only
Country of Citizenship	This authorized signer may act:
Is this signer a non-US Person?*	<input checked="" type="checkbox"/> Individually
Is this signer a Politically Exposed Person (PEP)?***	<input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above.
	(If no election is made, Individually will be assumed)
Signature	

Authorized Signer Information	Authorized Activity
Brent Wauneka <i>Brent Wauneka</i>	<input type="checkbox"/> All Plan Activity and Direction OR
Full Legal Name (please print)	Only with respect to activities or services defined within the indicated sections of the Master Services Agreement and Schedule of Services, as outlined below:
Committee Membership (Indicate as applicable)	<input type="checkbox"/> A. Directed Trustee/Custodian Services
Accountant	<input type="checkbox"/> B. Investment Services
Title (please print)	<input type="checkbox"/> C. Plan Document and Related Services
01/25/1988	<input type="checkbox"/> D. Recordkeeping Services
Date of Birth*	<input type="checkbox"/> E. Communication Services
Address*	<input type="checkbox"/> F. Compliance Services
Country of Citizenship	<input type="checkbox"/> Other:
Is this signer a non-US Person?*	This authorized signer may act:
Is this signer a Politically Exposed Person (PEP)?***	<input type="checkbox"/> Individually
	<input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above.
	(If no election is made, Individually will be assumed)
Signature	

Authorized Signers Certification

Authorized Signer Information	Authorized Activity
Full Legal Name (please print)	<input type="checkbox"/> All Plan Activity and Direction OR Only with respect to activities or services defined within the indicated sections of the Master Services Agreement and Schedule of Services, as outlined below:
Committee Membership (Indicate as applicable)	<input type="checkbox"/> A. Directed Trustee/Custodian Services <input type="checkbox"/> B. Investment Services <input type="checkbox"/> C. Plan Document and Related Services <input type="checkbox"/> D. Recordkeeping Services <input type="checkbox"/> E. Communication Services <input type="checkbox"/> F. Compliance Services <input type="checkbox"/> Other:
Title (please print)	
Date of Birth*	
Address*	This authorized signer may act: <input type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above. (If no election is made, Individually will be assumed)
Country of Citizenship	
Is this signer a non-US Person?*	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this signer a Politically Exposed Person (PEP)?*	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature	

Authorized Signer Information	Authorized Activity
Full Legal Name (please print)	<input type="checkbox"/> All Plan Activity and Direction OR Only with respect to activities or services defined within the indicated sections of the Master Services Agreement and Schedule of Services, as outlined below:
Committee Membership (Indicate as applicable)	<input type="checkbox"/> A. Directed Trustee/Custodian Services <input type="checkbox"/> B. Investment Services <input type="checkbox"/> C. Plan Document and Related Services <input type="checkbox"/> D. Recordkeeping Services <input type="checkbox"/> E. Communication Services <input type="checkbox"/> F. Compliance Services <input type="checkbox"/> Other:
Title (please print)	
Date of Birth*	
Address*	This authorized signer may act: <input type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above. (If no election is made, Individually will be assumed)
Country of Citizenship	
Is this signer a non-US Person?*	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this signer a Politically Exposed Person (PEP)?*	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature	

Transaction requests

Wells Fargo will accept transaction requests which are delivered to Wells Fargo in accordance with its pre-established wire operating and security procedures.

Wells Fargo's security procedures include a callback from Wells Fargo to verify any outgoing wire transfer that is not processed according to pre-established instructions from Employer ("non-repetitive"). Callbacks will be made to an individual that Wells Fargo reasonably believes to be one of the Authorized Signers established by Employer on the account, using the contact information on file. No transaction request will be accepted if the person requesting and/or verifying the transaction does not present proper authentication and/or the transaction details cannot be verified to Wells Fargo's satisfaction.

Wells Fargo will accept transaction requests that it reasonably believes to be from Authorized Signers by telephone, letter, facsimile, or E-mail. However, in order to prevent fraud related activity, Wells Fargo prohibits the use of public, non-firewall protected E-mail domain names (e.g. aol, hotmail, gmail, yahoo, etc.) as a method for submitting transaction requests.

Employer agrees that the procedures described in this section are commercially reasonable and that it will be bound by any transaction request that Wells Fargo accepts in good faith while following these procedures. If the Employer declines to follow these procedures or Wells Fargo's other standard operating and security procedures, Employer agrees to be bound by any payment order issued in its name and accepted by Wells Fargo, whether or not authorized.

Additional Employer Contacts

The Employer may also direct Wells Fargo in writing to communicate for Plan purposes with (but not accept direction from), and to provide Plan reports and other Plan information to, designated employees of the Employer.

Amendment and Revocation

Until this authorization is revoked or amended by means of a revised **Authorized Signers Certification Exhibit** for the Plan, which is provided to Wells Fargo by the Employer, Wells Fargo may accept the authority of and rely upon the instructions provided by, documents signed by, or requests for information made by such Authorized Signer. Wells Fargo will not be required to verify the accuracy of any information or direction by an Authorized Signer, and will not incur any liability to anyone resulting from actions taken in good faith reliance on such information or direction from an Authorized Signer.

Authorized Signer Certification

Please note that Wells Fargo is required to obtain and screen certain information provided above in order to ensure that the Employer does not transact business with, on behalf of, or for the benefit of, countries, entities, or individuals that are subject to economic sanctions, as well as other proprietary lists we are responsible for screening against. While we respect the privacy of our clients, as a U.S.-based corporation, Wells Fargo is subject to laws and regulations related to economic sanctions imposed by the United States and administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control. Per Wells Fargo policy, we must also ensure customers are not on other proprietary lists. As part of Wells Fargo's Global Sanctions Program, authorized agent information is screened against relevant economic sanctions and government lists, as well as other proprietary lists, at the time the account is opened, upon receipt of new customer data or changes to existing customer data, at the commencement of a servicing relationship, and each time there is an update to the applicable economic sanctions program or proprietary list. We appreciate your understanding and assistance in providing us this information.

*This information is not required unless specifically requested by Wells Fargo.

**A non-U.S. person is a person who does not meet the definition of a U.S. person. A U.S. person is an individual who is a United States citizen.

***A Politically Exposed Person (PEP) is defined as a Senior Foreign Political Figure (SFPF), their immediate family members, and/or close associates. A SFPF is defined as a current or former senior official in the executive, legislative, administrative, military, or judicial branches of a foreign government, whether or not they are or were elected officials; a senior official of a major foreign political party; and a senior executive of a foreign government-owned commercial enterprise. This definition also includes a corporation, business, or other entity formed by or for the benefit of such an individual. Senior executives are individuals with substantial authority over policy, operations, or the use of government-owned resources.



Amendment to the Services Agreement Exhibits

Effective as of the date provided herein, the **Services Agreement Exhibits** designated herein replace any Exhibits covering the same or similar service currently in effect or, if no such Exhibit is currently in effect, is added to the **Master Services Agreement and Schedule of Services** between **Navajo Nation** (the "Employer") and Wells Fargo Bank, N.A. ("Wells Fargo") as Directed Trustee/Custodian and Recordkeeper.

Acceptance of Amended and/or Additional Exhibit(s)

Employer Name ("Employer"): **Navajo Nation**

Account Name (the "Plan"): **Navajo Nation 401(k) Savings Plan**

The undersigned individuals represent that they are duly authorized to take action on behalf of the Employer and Wells Fargo, respectively. The parties certify that they are executing this Amendment to signify receipt of and agreement to the terms and conditions specified in the **Services Agreement Exhibits** designated below, as of the effective date on each such Exhibit.

Except as amended herein, the most recent **Master Services Agreement and Schedule of Services** between the parties hereto shall remain in full force and effect.

EXHIBITS (only checked items apply):

☒ **Fee Schedule**

☒ **Participant Communication and Education Services Agreement**

☒ **Disclosure Statement to the Plan Investment Direction**

☒ **Attachment A to the Plan Investment Direction (Participant Directed)**

Employer

Name: Jonathan Nez

(please print)

Title: Navajo Nation President

(please print)

Signature: _____

Date: _____

Wells Fargo Bank, N.A.

Name: Dan Ware

(please print)

Title: VP, Relationship Manager

(please print)

Signature: [Signature]

Date: 5/20/2020

Acceptance of Amended and/or Additional Exhibit(s)

Employer Name ("Employer"): **Navajo Nation**

Account Name (the "Plan"): **Navajo Nation 401(k) Savings Plan**

The undersigned individuals represent that they are duly authorized to take action on behalf of the Employer and Wells Fargo, respectively. The parties certify that they are executing this Amendment to signify receipt of and agreement to the terms and conditions specified in the **Services Agreement Exhibits** designated below, as of the effective date on each such Exhibit.

Except as amended herein, the most recent **Master Services Agreement and Schedule of Services** between the parties hereto shall remain in full force and effect.

EXHIBITS (only checked items apply):

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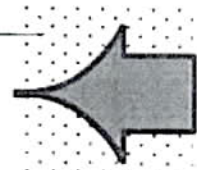
☒ **Attachment A to the Plan Investment Direction (Participant Directed)**

Employer

Name: Jonathan Nez
(please print)
Title: Navajo Nation President
(please print)
Signature: _____
Date: _____

Wells Fargo Bank, N.A.

Name: Dana Ware
(please print)
Title: VP, Relationship Manager
(please print)
Signature: _____
Date: 5/20/2020



Acceptance of Amended and/or Additional Exhibit(s)

Employer Name ("Employer"): **Navajo Nation**

Account Name (the "Plan"): **Navajo Nation 401(k) Savings Plan**

The undersigned individuals represent that they are duly authorized to take action on behalf of the Employer and Wells Fargo, respectively. The parties certify that they are executing this Amendment to signify receipt of and agreement to the terms and conditions specified in the **Services Agreement Exhibits** designated below, as of the effective date on each such Exhibit.

Except as amended herein, the most recent **Master Services Agreement and Schedule of Services** between the parties hereto shall remain in full force and effect.

EXHIBITS (only checked items apply):

☒ **Fee Schedule**

☒ **Participant Communication and Education Services Agreement**

☒ **Disclosure Statement to the Plan Investment Direction**

☒ **Attachment A to the Plan Investment Direction (Participant Directed)**

Employer

Name: Jonathan Nez
(please print)
Title: Navajo Nation President
(please print)
Signature: _____
Date: _____

Wells Fargo Bank, N.A.

Name: Dana Ware
(please print)
Title: SP Relationship Manager
(please print)
Signature: [Signature]
Date: 5/20/2020

Acceptance of Amended and/or Additional Exhibit(s)

Employer Name ("Employer"): **Navajo Nation**

Account Name (the "Plan"): **Navajo Nation 401(k) Savings Plan**

The undersigned individuals represent that they are duly authorized to take action on behalf of the Employer and Wells Fargo, respectively. The parties certify that they are executing this Amendment to signify receipt of and agreement to the terms and conditions specified in the **Services Agreement Exhibits** designated below, as of the effective date on each such Exhibit.

Except as amended herein, the most recent **Master Services Agreement and Schedule of Services** between the parties hereto shall remain in full force and effect.

EXHIBITS (only checked items apply):

☒ **Fee Schedule**

☒ **Participant Communication and Education Services Agreement**

☒ **Disclosure Statement to the Plan Investment Direction**

☒ **Attachment A to the Plan Investment Direction (Participant Directed)**

Employer

Name: Jonathan Nez

(please print)

Title: Navajo Nation President

(please print)

Signature: _____

Date: _____

Wells Fargo Bank, N.A.

Name: Dana Ware

(please print)

Title: VP, Relationship Manager

(please print)

Signature: [Signature]

Date: 5/20/2020



Fee Schedule

Bundled ERISA Defined Contribution Plans

Effective Date: **October 1, 2020**

Employer Name ("Employer"): **Navejo Nation**

Account Name (the "Plan"): **Navejo Nation 401(k) Savings Plan**

Wells Fargo Account Number(s): **WF114581**

Billing Frequency: **Quarterly**

		Bill Sponsor	Charge Plan Pro-rata	Charge Participant Account	Not Applicable	Waived
Transition Fee		—	—	N/A	X	—
Includes plan document review and/or preparation, Summary Plan Description, Services Agreement, initial enrollment materials and meetings, loan policy, investment array consultation, technology training.						
Administration Fees						
Annual Base Charge (Flat Fee)*		—	—	—	X	—
Annual Asset Based Fee* ¹	See Disclosure of Fee Arrangements	—	—	N/A	X	—
Annual Per Participant with Balance Fee*	\$46.00	—	—	X	—	—
Fund Unitization (NAV calc)*		—	—	N/A	X	—
Payroll Processing		—	—	—	—	X

*If Charging Plan Pro-rata, wrap fees are charged based on the Participant's balance in the fund at the time fees are calculated.

These fees do not include investment management, investment advisory or similar services rendered to the Plan with respect to assets invested in such funds.

*Includes Directed Trustee or Custodian services, dedicated Relationship Manager and/or Client Account Manager, daily valuation with participant 800 number and internet services, periodic enrollment materials and/or meetings, quarterly participant statements and periodic participant newsletters. Unless otherwise indicated below, also includes annual discrimination testing, administrative reports, and signature ready Form 5500.

Distribution and Loan Fees

Lump Sum / Withdrawal (Non-Periodic)	\$75.00	—	—	X	—	—
Installments (Periodic)		—	—	—	—	X
Installment (Periodic) Setup Fee		—	—	—	—	X
Loan Setup Fee ²	\$75.00	N/A	N/A	X	—	—
Loan Maintenance Fee (Annual)		—	N/A	—	—	X
Findley QDRO Processing ³		—	N/A	—	X	—

*This fee will be deducted from the Loan proceeds.

*The Employer hereby authorizes and directs Wells Fargo to automatically pay as directed above, upon Invoice receipt, Invoices from Findley for QDRO processing services.

Employee Education Services

Additional Educational Meeting / Workshops	\$2,000.00 per day	X	-	-	-	-
Additional Web Based Meetings	___ per meeting	-	-	-	X	-

Compliance and Regulatory Services

Audit Package		-	-	-	-	X
Form 5500 Preparation		-	-	-	-	X
Ancillary Plan Compliance Testing		-	-	-	X	-

Advice and Guidance Services

Target My Retirement Program*	As described in the Target My Retirement® Exhibit	N/A	-	N/A	X	-
Online Advice Program*	___ per participant	-	N/A	N/A	-	X
Online Guidance Program*	___ per participant	-	N/A	N/A	X	-

Other Services

Fund Change Event ⁵	\$1,000.00 per Event	X	-	N/A	-	-
Out of Pocket Expenses		-	-	-	X	-
Termination / Deconversion Fee		-	-	-	-	X
Other: _____		-	-	-	-	-
Other: _____		-	-	-	-	-

⁵A Fund Change Event is defined as: (a) An Employer (or designated Agent) directed fund addition to the Plan's Investment lineup; (b) An Employer (or designated Agent) directed fund swap within the Plan's Investment lineup; or (c) A Fund Company driven change (e.g. fund mergers, liquidations and/or collapsing funds in a Target Date Series). This fee will be assessed at the Change Event level and will not be contingent upon the number of funds involved in a specific Change Event. However, if multiple Change Events were to occur at the same time, then a separate fee will be charged for each Change Event. This fee will not be assessed for any Change Event for which Wells Fargo or its Affiliate is acting in a fiduciary capacity and directs or recommends such change.

±Requires separate exhibit

Utilization of Forfeiture Account for Plan Expenses

☐ Wells Fargo is directed to utilize the Plan's forfeiture account as the first source to deduct direct fees and expenses due with respect to the Plan. (Please note that this option is only available if the Plan Document allows for the use of forfeitures to pay plan expenses.)

Rebating to Participant Accounts

Wells Fargo shall rebate to the Plan revenue sharing amounts (e.g., sub-transfer agency fees and shareholder servicing fees) received pursuant to a 12b-1 plan or otherwise from both proprietary and nonproprietary mutual funds and collective funds for the provision of recordkeeping and other administrative services to the Plan and the funds as reflected in the *Plan Investment Direction and attachments thereto* ("Revenue Sharing"). For existing plans transitioning to a revenue share rebating arrangement, this process shall begin with those fees which are accrued after the effective date of this Fee Schedule.

The Employer directs that Revenue Sharing shall be paid to an un-invested reserve account after such amounts are received by Wells Fargo. The Employer further directs that, periodically, amounts held in the reserve account be allocated in a manner such that the Revenue Sharing received for each investment option is allocated prorata to the accounts of participants who were beneficial owners of the applicable investment option on the last day of the period for which the Revenue Share amounts are attributable, based upon participants' account balances in the particular fund as of the last day of the applicable period.

The Employer acknowledges that Wells Fargo is not a fiduciary with respect to the selection of the investment options for the Plan and that the Employer has independently selected the funds included as investment options for Plan assets.

To the extent practicable, Wells Fargo will advise the Employer reasonably in advance of any material change in the revenue sharing amounts provided by any investment used by the Plan.

The parties agree that fees may be reviewed from time to time, and if at any time, demographic, investment fund or other changes under the Plan result in fees significantly higher or lower than contemplated under this agreement, the parties shall cooperate in good faith to establish a revised fee structure or services provided commensurate with then prevailing circumstances. Wells Fargo may amend or revise the terms of this Fee Schedule (including the provisions for Revenue Sharing) in its discretion with advance notice to the Employer. Wells Fargo shall discontinue payments to the reserve account immediately if such deposits become prohibited due to a change in applicable law.

Employer Acknowledgement

Fees and expenses described in this **Fee Schedule**, together with any fees described in other **Services Agreement Exhibits**, constitute amounts payable to Wells Fargo Bank, N.A. ("Wells Fargo") for services provided on behalf of the Plan. If any fees are being reduced, such fee shall be effective as of the effective date listed above. However, if the effective date listed above is prior to the date upon which the Service Agreement Exhibit Acceptance page was executed, then said fee shall be effective on the first of the month 30 days following such execution date.

Wells Fargo shall be paid the fees as described above at the time such services are rendered. If such fees are not paid by the Plan, such payment shall be made by the Employer. Wells

Fargo may deduct fees due for services rendered directly from the Plan assets. Fees for services rendered shall be payable upon presentation of invoices by Wells Fargo and may be subject to late payment penalties. Past due fees may be deducted from the Plan assets. Wells Fargo, in its sole discretion, may suspend services during any period in which any unpaid amounts are 90 days overdue or may deduct such amounts from the Plan.

The Employer has disclosed all assets held in the Plan to Wells Fargo. Should the Employer fail to disclose any Plan assets, or fail to transfer any assets scheduled for receipt to Wells Fargo within 60 days of the effective date of this **Fee Schedule**, Wells Fargo reserves the right to redefine fees and/or service conditions. Employer understands that if Wells Fargo fees are based on the market value of the Plan, those fees will be affected by asset pricing. When Wells Fargo is unable to price an asset using its usual pricing sources, Wells Fargo will rely on the Employer to supply a price. If the Employer is unable to supply a price for the asset, Wells Fargo will continue to reflect the last known price (and fees will be based on that price) for the asset until the Employer provides an alternative price and fees will be based on that market value.

Wells Fargo shall be entitled to charge additional fees for any additional services requested by the Employer or any revisions to reports, forms, and documents resulting from (i) inaccurate or incomplete information supplied by the Employer, (ii) untimely payments of contributions or reimbursement of fees and expenses, (iii) retroactive amendment of the Plan, (iv) failure of the Employer to timely notify Wells Fargo of any error in reports, forms and documents prepared by Wells Fargo. If the Employer requests a rerun of an allocation or report due to incorrect or untimely information being furnished, the Employer shall bear the extra costs attributable to such reallocations or new reports.

Wells Fargo is entitled to prompt reimbursement of all extraordinary out-of-pocket expenses incurred in the performance of its services on behalf of the Plan including, but not limited to, postage, fees for legal process, outside legal fees, and courier services.


On a **Quarterly** basis, Wells Fargo will send an invoice to the Employer for fees and expenses due with respect to the Plan. The invoice will denote Plan fees to be "billed" that are payable by the Employer and/or Plan fees to be "deducted" that have been deducted from Plan assets. Such amounts, if billed, shall be due not later than 30 days following the billing date.

Additional services not detailed in this **Fee Schedule** may be negotiated by and between Wells Fargo and the Employer at normal prevailing fee rates.

Wells Fargo retains the right to revise its fee schedule from time to time.

If you do not consent to these fees, please notify your Relationship Manager within 60 calendar days to discuss possible fee arrangement alternatives. Wells Fargo values your business but is required to explain to you your right to object to the fees or terminate your agreement with Wells Fargo and find other service providers. If you do not object to these fees, you will be treated as having consented to them.

If the Employer wishes to pay any fees or expenses paid out of the Plan, or wishes to be reimbursed out of the Plan for any fees or expenses previously paid by the Employer, the



Employer shall be responsible for determining which fees and expenses may properly be paid or reimbursed by the Plan and provide appropriate written direction certifying this to Wells Fargo.



Participant Communication and Education Services Agreement

Bundled ERISA Defined Contribution Plans

Effective Date: **October 1, 2020**

Employer Name ("Employer"): **Navajo Nation**

Plan Name (the "Plan"): **Navajo Nation 401(k) Savings Plan**

Wells Fargo Account Number(s): **WF114581**

In addition to the communication services provided in the Master Services Agreement, the Employer, acting as plan administrator, directs Wells Fargo Bank, N.A. ("Wells Fargo"), to offer the following Communication and Education Services to those employees who are eligible to participate in the Plan for which Wells Fargo provides record keeping, directed trustee and/or custodial services.

In consideration of the services performed by Wells Fargo under this Agreement and in addition to any other fees Wells Fargo may receive, any fees incurred for these services will be paid as listed on the Fee Schedule.

Select	Communication/Education Product or Service
--------	--

MEETINGS/WORKSHOPS (in person or web based)*

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Eight meeting day(s) per year (<i>Maximum of 4 meetings/day</i>)(<i>Additional meetings, as requested, will be billed at the standard per day rate</i>) |
| <input type="checkbox"/> | Additional Web Based Meetings |
| <input checked="" type="checkbox"/> | Meeting Evaluation Survey Results |
| <input type="checkbox"/> | Other: |

* Employee educational meetings will be provided at times and locations acceptable to both parties. Wells Fargo shall have discretion to refrain from presenting information that it feels is inaccurate, misleading, contrary to the terms of the Plan, inconsistent with its role as Directed Trustee and/or Custodian, or which may be construed as investment advice. Meeting days must be used by the end of the calendar year and cannot be carried over.

SUPPLEMENTAL COMMUNICATION AND EDUCATION MATERIALS AND SERVICES

- | | | |
|-------------------------------------|--|---------------------|
| <input checked="" type="checkbox"/> | Additional enrollment and/or distribution materials | |
| <input checked="" type="checkbox"/> | Benefit Fair Trinkets and Customized Handouts | |
| <input checked="" type="checkbox"/> | Mailing of legal notifications (e.g. SPDs, SMMs, SARs, QDIA, EACA, QACA, Auto Enrollment Notification) | Fees Quoted Upfront |
| <input checked="" type="checkbox"/> | Printing and Mailing Fund Change Notices to active and terminated employees | |

- ☒ Printing and Mailing Merger and Acquisition Materials
- ☒ Targeted and personalized mailers (delivered electronically or in print)
- ☐ Other:

CUSTOM COMMUNICATION AND EDUCATION MATERIALS AND SERVICES

- ☒ Creative Services Engagement Fees Quoted
- ☐ Other: Upfront



Disclosure Statement to the Plan Investment Direction

Definitions

"Asset Based Fees Paid by Fund" are fees that are paid by the fund company for mutual funds or the bank trust company for collective investment funds. These fees are taken out of the fund prior to the calculation of the net asset value ("NAV") for the fund. For Plan assets invested in mutual funds, these are a part of those fees already paid by the shareholders of the applicable fund to the fund/affiliated party as disclosed in the prospectus. The portion being disclosed by Wells Fargo are only those fees received by Wells Fargo from the fund companies parties for certain shareholder services performed by Wells Fargo. Any such fees are part of the fund's expense ratio and do not result in an increased payment by the Plan. Ongoing asset based fees are stated as annual rates and are calculated by the fund's manager pursuant to its established practice and procedure. Certain funds may also pay one-time asset based fees to Wells Fargo which are calculated based on the value of funds invested by an individual who was not previously an investor in the fund and are calculated in accordance with the manager's procedures. Asset based fees may be paid by the fund family from one or more sources and under one or more programs provided for in the prospectuses of the funds, such as sub-transfer agency fees, 12b-1 fees, shareholder and administrative services fees, and distribution related fees.

For Plan assets invested in proprietary collective investment funds, the asset based fees represent fees payable to Wells Fargo and its affiliates for investment management and trustee services. The fund will also pay audit expenses to an independent CPA and may pay advisory fees for security backed contracts held in the fund managed by outside advisors and a minimal fee to a Wells Fargo Bank affiliate for accounting services.

For Plan assets invested in unitized account(s) for which Wells Fargo has established and maintained for the purpose of providing unitized fund accounting services, the asset based fees represent fees that are charged against those accounts. These fees are accrued based on prior day's market value and are reflected in the final NAV of the fund. These fees are charged at the fund level and not at the participant level.

"Additional Asset Based Fees" are those fees charged by Wells Fargo either directly to the Plan or to the Plan Sponsor.

"Account Based Fees" are annual fees paid by certain mutual fund companies that pay to Wells Fargo the dollar amount designated per participant invested in the Fund. Account based fees may be paid by fund family from one or more sources and under one or more programs provided for in the prospectuses of the funds, such as sub-transfer agency fees, 12b-1 fees, shareholder and administrative services fees, and distribution related fees.

General

Investments in mutual funds or common, collective or group trust funds are not endorsed or guaranteed by Wells Fargo Bank, N.A. ("Wells Fargo") or any of its affiliates, are not deposits or other obligations of Wells Fargo or any of its affiliates, are not insured by the FDIC, the Federal Reserve Board or any other government agency, and involve investment risks, including possible loss of principal.

No assurance can be given that the investment objectives of any investment alternative will be achieved. Past performance is no guarantee of future results. Investment return and principal value may fluctuate so that upon redemption, an investment in an investment alternative may be worth more or less than its original cost.

Plan assets will be held and settled through omnibus clearing accounts together with other employee benefit plan accounts. The value of certain assets, such as assets unique to a particular Plan may be reported on a unitized basis, and may be accounted for net of any fees, and/or including other income, accrued in the omnibus account on a daily basis. There may be minor differences in transfer valuations between the mutual funds and our records arising out of mutual share or share price rounding policies. Where Wells Fargo receives asset-based fees or other compensation from mutual funds or other investment providers, the dollar amount of the compensation is calculated under the investment provider's procedures for such payments, which procedures may vary from provider to provider. As a result, certain minor differentials may exist between the fees payable by the Funds and the fees otherwise payable by the Plan.

In accordance with agreements with fund providers, Wells Fargo receives next day settlement privileges with respect to purchases and redemptions of shares. Notwithstanding the foregoing, the funds may delay settlement of any trade in accordance with the terms of the prospectus or other governing documents, and any such delay would delay Wells Fargo's ability to affect trades involving a Non-Proprietary Fund.

Wells Fargo and its affiliates do not exercise investment discretion or render investment advice with respect to the Plan unless the Employer has selected a discretionary investment management product for the Plan or Plan Participants (such as Target My Retirement), in which case, a different fee arrangement shall apply to Plan assets under Wells Fargo's discretionary investment management as disclosed separately.

For the fees and expenses charged by mutual funds or common, collective or group trust funds, see the prospectus or fund agreement for that fund and appropriate share class. For information regarding fees applicable to any investments included in your plan other than those listed in the Plan Investment Direction or fees from other sources, please see your plan agreements. Certain mutual funds may impose redemption fees or other trading restrictions on shares of the funds that are transferred or exchanged out of the funds before the applicable minimum holding period. Please read each fund's prospectus for more information about the fund and any applicable redemption fees. Neither Wells Fargo nor any affiliate receives compensation as a result of those charges. In addition, certain common, collective or group trust funds may impose withdrawal restrictions with respect to Plan sponsor or Plan fiduciary initiated transactions involving the fund which Wells Fargo is obligated to apply. Please read each fund's governing documents for more information about the fund and any applicable withdrawal restrictions.

Wells Fargo Mutual Funds ("Proprietary Funds")

The Proprietary Funds pay fees for various services provided to the Funds, including fees payable to Wells Fargo or any of its affiliates (the "Advisor") for investment advisory services, which are set forth in the prospectuses for such Funds. The Funds fees and expenses are stated in the *Organization and Management of the Funds and Summary of Expenses* sections of the Prospectus and in the *MANAGEMENT* section of the *Statement of Additional Information*. Wells Fargo may receive an inter-affiliate compensation credit for a portion of the advisor fees that are paid to its affiliate from the Proprietary Funds with respect to plan assets invested in the Proprietary Fund. Such credit is not reflected in the fees listed on Attachment A or A-1 to Plan Investment Direction. Wells Fargo will receive no fees for investment management, investment advisory or similar services rendered to the Plan with respect to Plan assets invested in such Funds, except as permitted by applicable law. The Advisor may voluntarily waive its fee and/or reimburse the Fund for certain of its expenses in order to reduce expense ratios, which may affect the amount shared with or credited to Wells Fargo or its affiliate. The Funds incur transaction costs and expenses in their operations and in trading securities, certain of which are paid to Wells Fargo or any of its affiliates, including securities transactions effected through a registered broker/dealer affiliate.

The Employer understands that in order to invest in a Proprietary Fund: (a) it cannot directly or indirectly control and it cannot directly or indirectly be controlled by Wells Fargo or any affiliate; (b) it cannot be an officer, director, partner, or employee (or relative thereof) of Wells Fargo or any affiliate; and (c) it cannot directly or indirectly receive any compensation or other consideration for a personal account in connection with the investment of Plan assets in any Proprietary Fund.

The Employer acknowledges that it has received a copy of the current prospectus for each of the Proprietary Funds which contains a disclosure of all services provided by Wells Fargo or its affiliates to the Proprietary Funds and of all fees paid to Wells Fargo or its affiliates as compensation for providing such services to the Proprietary Funds. The Employer received a copy of the current fee schedule applicable to the Plan. A current prospectus for any Wells Fargo Funds is available at <https://www.wellsfargofunds.com/> or by calling Wells Fargo Funds Investor Services at 1-800-222-8222.

If the Employer has selected a series of Wells Fargo Target Date FundsSM, whether as an investment option in the Plan or as a default fund, the Employer acknowledges that additional target date funds may be added to the series from time to time in the future. The Employer authorizes and directs Wells Fargo to make such additional target date funds in its selected series available as part of its selected fund array or as the default investment options for participants with birthdates falling into the date intervals subsequent to the most recent date intervals indicated on the Plan Investment Direction (or additional subsequent date intervals if additional target date funds have already been designated as default funds pursuant to this paragraph). In addition, if the Wells Fargo Target Date FundSM that would otherwise apply as the default investment for a participant's account has already been combined with the Wells Fargo Target Today FundSM as described in the Fund's prospectus, the Employer directs Wells Fargo to use the Wells Fargo Target Today FundSM as the default investment option for such participants in lieu of the Fund noted above.

This authorization and direction shall only be effective after the prospectus describing the new target date fund becomes available and the Employer has had a reasonable amount of time to review the prospectus to determine if the fund is appropriate for the Plan. Prior to implementation, the Employer must contact Wells Fargo if it determines not to add the new target date fund to its selected fund array or use as a default option. Wells Fargo and the Employer shall jointly determine the implementation details of any target date fund added pursuant to this paragraph.

Wells Fargo Collective Investment Funds ("Wells Fargo CIFs")

Participation in the Wells Fargo CIFs will at all times be subject to the Declaration of Trust as amended from time to time. The Declaration of Trust as may be amended from time to time is hereby incorporated and made a part of the governing Plan documents as if fully set forth therein. The combining of money and other assets of the Plan with money and other assets of other qualified plans in a Wells Fargo CIF is specifically authorized. In the event of any inconsistency between this Plan documents and the Declaration of Trust with respect to the Plan's investment in the Wells Fargo CIF, the Declaration of Trust shall control. Fiduciary acknowledges having received a copy of the Declaration of Trust governing the applicable Wells Fargo CIF which can be located at:

<http://www.wellsfargoadvantagefunds.com/html/collective/>.

The assets of the Plan shall be invested in the Wells Fargo CIFs which are collective investment funds and group trust funds under Rev. Rul. 81-100, as amended, and consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Internal Revenue Code of 1986, and which are maintained by a bank or trust company supervised by a state or federal agency, notwithstanding that the bank or trust company is Wells Fargo, or is otherwise a party in interest of the Plan, including Wells Fargo or an affiliate of Wells Fargo. Investing Plan Sponsors agree to furnish such other information or assurances as Wells Fargo may request in order to determine the Plan's eligibility to participate in the Wells Fargo CIFs, and will notify Wells Fargo immediately in the event the Plan no longer meets the conditions for eligibility or is for any other reason disqualified from continuing to participate in the Investment Fund.

As set forth in the Wells Fargo CIF governing documents, certain expenses are charged directly against the assets of the Wells Fargo CIF. These expenses include fees payable to Wells Fargo or an affiliate for fund accounting services and may also include additional fees payable to third parties for other fund administrative services, including fund audits. In certain circumstances, Wells Fargo may also receive other fees from one or more of the Wells Fargo CIFs. Such fees, if any, are described in the fee disclosure associated with the Plan. Such fees are for distribution and shareholder services provided by Wells Fargo on behalf of the Wells Fargo CIFs.

The following are specific to the Wells Fargo Stable Return Fund:

- Qualified Plan participant withdrawals are allowed at any time without penalty, regardless of their frequency or amount. To meet these obligations, a minimum of 5% of Fund assets are maintained in cash equivalents and Fund maturities are structured to assure adequate liquidity. Additionally, all investment contracts guarantee book value payments for qualified participant withdrawals. The Fund also requires participants to invest in a "non-competing fund" for at least 90 days before transferring to a "competing" fund option. Examples of "competing" fund options include a money market fund, a high quality bond fund with a duration of three years or less, other principal preservation funds, or a brokerage window. The Plan Administrator for each Plan will establish a Plan's requirements.
- Any Plan sponsor or Plan fiduciary initiated withdrawal from the Fund will require a 12 month written notice of the intent to withdraw assets from the Fund. At the discretion of Wells Fargo, the notification periods identified for withdrawals may be waived.
- Redemptions or exchanges of Fund shares may be delayed or suspended for up to 12 months, or even longer if Wells Fargo obtains an exemptive order or other appropriate relief from the Comptroller of the Currency.

Non-Proprietary Mutual Funds

The principal distributors of certain mutual funds (or fiduciaries of certain collective funds) unaffiliated with Wells Fargo and its affiliates ("Non-Proprietary Funds") have made certain of their funds available to the Employer as investment alternatives under the Plan. The principal distributors of the Non-Proprietary Funds are not affiliates of Wells Fargo. Wells Fargo or its affiliates have entered into various service agreements with one or more service providers to the Non-Proprietary Funds regarding the payment of certain service fees for administrative services Wells Fargo provides to the Non-Proprietary Funds.

Credit for timely payment of withholding taxes

As paying agent for the plan, Wells Fargo may be required to withhold income tax from distribution payments and submit them to the appropriate taxing authority. Currently, the Missouri Department of Revenue provides a credit for the timely payment of its income tax withholding. This credit comes in the form of a deduction from the amount that is to be remitted and will be retained by Wells Fargo as compensation, as follows - 2% on an accumulative total withholding remittance of 0 to \$5,000; 1% on an accumulative total withholding remittance of \$5,001 to \$10,000; and 1/2% on an accumulative total withholding remittance in excess of \$10,000.

Requesting a refund of over-withheld income taxes

As paying agent for the plan, Wells Fargo withholds taxes from benefit payments and submits them to the appropriate taxing authority. For federal, state, or local withholding tax deposits made, Wells Fargo reports these amounts to the appropriate taxing authorities using the prescribed withholding tax return.

If an administrative error on the withholding tax return or an adjustment to a payee's payment history (e.g., Wells Fargo is notified of payee's death after benefit payments have been distributed) occurs after the filing of the original return, Wells Fargo may be required to file an amended withholding tax return with the proper taxing authorities to claim a refund of any overpaid withholding taxes.

Due to the length of time it takes the taxing authorities to review the amended return and issue a refund, Wells Fargo may deposit such refunds into the impacted trust account(s) prior to receipt of the refund in order to facilitate proper accounting for the trust account(s). No interest or other fee is charged to the plan for the advance, and the advance is unsecured. As the advance may extend beyond 60 days, this notice is to disclose in writing the material terms of the arrangement.

Indirect compensation of interest received from the filing of amended withholding tax returns

As paying agent for the plan, Wells Fargo may be required to withhold income tax from distribution payments and submit them to the appropriate taxing authority. When changes or corrections are made, Wells Fargo will file an amended withholding tax return with the necessary taxing authorities. If the amended Federal and/or state withholding tax return filed results in Wells Fargo being issued a refund check that includes statutorily calculated interest, Wells Fargo will retain that interest as indirect compensation. The Federal rate of interest is calculated under Internal Revenue Code section 6621(a)(1). The overpayment rate is the sum of the federal short-term rate plus 2 percentage points in the case of a corporation, except the rate for the portion of a corporate overpayment of tax exceeding \$10,000 for a taxable period is the sum of the federal short-term rate plus 0.5 of a percentage point. These rates are subject to change on a quarterly basis. For state interest on overpayments, each state prescribes its own statutory rate and frequency of re-determination.



Plan Investment Direction Attachment A

Participant Directed Contribution Types Disclosure of Fee Arrangements

Effective Date: **October 1, 2020**

Employer Name ("Employer"): **Navajo Nation**

Account Name (the "Plan"): **Navajo Nation 401(k) Savings Plan**

Wells Fargo Account Number(s): **WF114581**

The Employer directs Wells Fargo to make available, for participant direction, the following investment alternative(s), and hereby consents to the fees associated with the selection of such investment alternative(s) that are paid to Wells Fargo Bank, N.A. ("Wells Fargo").

*The fees described below can change upon written notice to the Employer.

INVESTMENT ALTERNATIVE(S)					
Name of Investment Alternative	Share Class	CUSIP-Ticker	Asset Based Fees Paid by Fund* (basis points)	Additional Asset Based Fees (basis points)	Account Based Fees* (\$)
American Funds EuroPacific Growth	R6	298706821- RERGX	0.0		\$0.00
American Funds Growth Fund of America	R6	399874817- RGAGX	0.0		\$0.00
Invesco Comstock	R6	00143M331- ICSFX	0.0		\$0.00
PIMCO All Asset	Instl	722005626- PAAIX	0.0		\$0.00
Vanguard Extended Market Idx	Admiral	922908694- VEXAX	0.0		\$0.00
Vanguard Target Retirement 2015	Inv	92202E300- VTXVX	0.0		\$0.00
Vanguard Target Retirement 2020	Inv	92202E805- VTWNX	0.0		\$0.00
Vanguard Target Retirement 2025	Inv	92202E409- VTTVX	0.0		\$0.00
Vanguard Target Retirement 2030	Inv	92202E888- VTHRX	0.0		\$0.00
Vanguard Target Retirement 2035	Inv	92202E508- VTTHX	0.0		\$0.00
Vanguard Target Retirement 2040	Inv	92202E870- VFORX	0.0		\$0.00
Vanguard Target Retirement 2045	Inv	92202E607- VTIVX	0.0		\$0.00
Vanguard Target Retirement 2050	Inv	92202E862- VFIFX	0.0		\$0.00

Vanguard Target Retirement 2055	Inv	92202E847-VFFVX	0.0		\$0.00
Vanguard Target Retirement Income	Inv	92202E102-VTINX	0.0		\$0.00
Wells Fargo Core Bond CIT	N	949907372	0.0		\$0.00
Wells Fargo Stable Return Fund	N	949791552	0.0		\$0.00
Wells Fargo/BlackRock S&P 500 Index CIT	N	09256V293	0.0		\$0.00

AUTHORIZATIONS AND DISCLOSURES

Principal disclosures and certain Principal notices:

Breakage: From time to time, inadvertent administrative errors may occur in processing transactions so that Principal standard procedures are not followed. If we are responsible for the error, we are committed to restoring to the Plan or participant the value that would have applied if the error had not occurred, and we will reimburse the Plan or participant, as applicable, for any loss caused by our errors. In exchange for our commitment to correct losses resulting from errors, and other services to the Plan, we will be entitled to retain amounts remaining after errors are corrected ("gains") as part of our compensation for services.

Float: When providing services, Principal may earn additional compensation for the services it provides in the form of short-term interest ("float") on certain funds held in connection with the Plan. The funds that may generate float include amounts (i) awaiting investment and (ii) to cover checks issued and electronic funds transfers initiated for participant distributions and other plan payments. Principal holds these funds in omnibus deposit accounts maintained at one or more custodial banks with like funds from other plans for which Principal provides similar services. The length of time funds are held in the custodial accounts varies by transaction type. Funds awaiting investment are typically held in the custodial accounts for one business day. Principal may hold funds longer if it does not have proper directions from a person or entity authorized to provide such directions. Funds to cover checks, electronic funds transfers and wire transfers are transferred into custodial accounts on the day the check is issued, or the electronic funds transfer or the wire transfer is initiated. The amount of time Principal holds funds to cover checks depends on when the check is cashed, which is beyond Principal's control. Funds distributed via electronic fund transfers generally remain in a custodial account for one or two business days. Funds distributed by wire transfer are generally sent on the same day they are deposited into the custodial accounts. Amounts held in the custodial accounts earn interest or fee credits, generally at an annual interest rate equal to the Interest Rate on Excess Reserves (known as the IOER) determined by the Federal Reserve Board minus five to fifteen basis points, subject to market conditions, which the custodial banks pay or credit to Principal. Any interest or fee credits earned on amounts held in the custodial accounts will not be allocated among plans for which Principal provides services. It is the plan fiduciary's responsibility to determine whether the compensation paid to Principal is reasonable.

Authorization to share information: "Authorized Employees" means our employees who have a need to know or otherwise access participant-level information to enable us to perform our service obligations. "Authorized Persons" means (i) Authorized Employees; and (ii) our contractors, agents, suppliers and auditors who have a need to know or otherwise access participant-level information to enable us to perform our service obligations, and who are bound in writing by confidentiality obligations sufficient to protect participant-level information. We provide plan-level information to your financial professional(s), broker dealer and registered investment advisor. Such information is provided to the financial professional(s) through the Principal advisor website. In addition, unless you direct us not to do so, we provide your financial professional(s), broker dealer and registered investment advisor access to timely participant-level information regarding your Plan for purposes of enhancing the quality and scope of Plan options and services provided to participants. If a participant consents to the discussion of other products with the financial professional, broker dealer or registered investment advisor or all, you also consent to those discussions.

Permission to pay sales compensation: Fees include any sales commissions or other compensation payable to a duly licensed individual who may legally receive them, including an insurance agent, registered investment adviser, or other person as designated by you in the Acknowledgment of Compensation and Contract Information, the Principal Financial Group® Disclosure Statement, or similar disclosure, with regard to the sale of any investment option. We are authorized and directed by you to pay that compensation. In the event of some change in circumstances under which payments can no longer be made to the licensed individual, you agree to duly appoint another. We will assist you in this process.

Customer Electronic Consent and Disclosure

By signing the above Acceptance of additional Authorizations and Disclosures, the Authorized Plan Representative ("you, your") consents to the electronic delivery of documents and to conduct business electronically with Principal. The consents described herein shall become effective upon the date the Company's business actually transfers to Principal and remain in effect until you withdraw your consent.

What You Need to Know About Electronic Delivery

- By signing the above Acceptance of additional Authorizations and Disclosures, you represent that you have the authority to consent to the Electronic Delivery of Regulatory Materials and will be bound by it.

ACCEPTANCE OF ADDITIONAL AUTHORIZATIONS AND DISCLOSURES

The Authorizations and Disclosures set forth below contain information specific to the transfer of your Plan from Wells Fargo Bank, N.A. ("Wells Fargo") to Principal Financial Group® ("Principal"). The Authorizations and Disclosures incorporate doing business with Principal Life, Principal Trust or affiliates ("we", "us", "our", "Principal").

The undersigned individuals represent that they are duly authorized to take action on behalf of the Company, Principal, and Wells Fargo, respectively. The parties certify that they are executing this Acceptance to signify receipt of, and agreement to the terms and conditions specified in the Authorizations and Disclosures listed below, as of the date the Company's business actually transfers to Principal (the "Effective Date").

Authorizations and Disclosures:

- Principal disclosures and certain Principal notices
- Customer Electronic Consent and Disclosure
- Consent to Electronic Delivery of Regulatory Materials

Jonathan Nez
Navajo Nation



Joe Ready
Executive Vice President
Wells Fargo Bank, N.A.

Date



Jerry Patterson
SVP, Retirement & Income Solutions
Principal Life Insurance Company

ACCEPTANCE OF ADDITIONAL AUTHORIZATIONS AND DISCLOSURES

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Authorizations and Disclosures:

- Principal disclosures and certain Principal notices
- Customer Electronic Consent and Disclosure
- Consent to Electronic Delivery of Regulatory Materials

Jonathan Nez
Navajo Nation



Joe Ready
Executive Vice President
Wells Fargo Bank, N.A.

Date



Jerry Patterson
SVP, Retirement & Income Solutions
Principal Life Insurance Company

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Authorizations and Disclosures:

- Principal disclosures and certain Principal notices
- Customer Electronic Consent and Disclosure
- Consent to Electronic Delivery of Regulatory Materials

Jonas

Date _____

Jerry Patterson
SVP, Retirement & Income Solutions
Principal Life Insurance Company

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- Principal disclosures and certain Principal notices
- Customer Electronic Consent and Disclosure
- Consent to Electronic Delivery of Regulatory Materials

Shady



Jerry Patterson
SVP, Retirement & Income Solutions
Principal Life Insurance Company



**Institutional
Retirement & Trust**



May 8, 2020
Jonathan Nez
Navajo Nation

RE: Navajo Nation 401(k) Savings Plan (the "Plan")

Dear Jonathan:

In July 2019, we shared with you that the Principal Financial Group® ("Principal®") acquisition of Wells Fargo Bank, N.A. ("Wells Fargo") Institutional Retirement & Trust had closed. Now we're ready to embark on the next step: continuing your service at Principal. Soon to follow will be enhancements that bring you the best-of-the-best from both organizations.

Seamless transition of services

Moving your business to Principal will be a simple two-step process. The first step is to sign the necessary consent and authorization documents, enclosed here (collectively, the "Consent"). Signing these documents will allow us to continue providing the service you value throughout and beyond the transition. The second step is the actual transfer of plan assets and services. This step will occur on a future date as we are currently assessing system capabilities and performing the necessary analysis to ensure best in class service continuity. We'll notify you in writing prior to that transfer date. Your Consent will be effective as of the transfer date (the "Effective Date"). We'll keep you updated throughout the process and communicate specific dates later this year.

What's this all mean?

It simply means that until the Effective Date, Wells Fargo will continue providing services to you and your plan participants. On and after the Effective Date, Principal will provide those services. Through it all, we're committed to a seamless transition process.

As of the Effective Date, Principal Life Insurance Company ("Principal Life") will be providing plan recordkeeping services, and Delaware Charter Guarantee & Trust Company, conducting business as Principal Trust CompanySM ("Principal Trust"), will be providing trust or custodial services.

One thing you should know: If your organization has more than one plan that will be transitioned to Principal, you'll receive a separate consent package for each plan. This is because each plan may require different forms, services, and other approvals.

In addition, Principal will need some initial authorizations from you. Each authorization will note whether it is effective as of the Effective Date or an earlier date.

Consent to assign agreements and services

According to our records, you have entered into a recordkeeping services agreement, including all exhibits and attachments thereto (the "RSA") a Trust Agreement with Wells Fargo (the "Trust Agreement", and, together with the RSA, the "Agreements"). As part of the transfer process, you'll need to consent to the assignment of the Agreements.

Also, you'll be asked to confirm that Principal may rely on all plan-related information you've previously provided to Wells Fargo, including designation of authorized signors and directions, and this information can be used for future transactions. Including this confirmation here alleviates the burden of additional documents for you to sign.

Additional authorizations and disclosures

In addition to consenting to assign the Agreements, we've also included certain disclosures we need to provide to you and initial authorizations we need from you.

Except as specifically stated otherwise in the Consent, all terms and conditions of the Agreements, including amounts charged for any services, will remain the same at the time of the transfer to Principal.

Please review each section below and sign where indicated:

- Consent, Resignation & Appointment
- Acceptance of additional Authorizations and Disclosures

If you prefer to print these documents, sign them and send them to us electronically, please return your signed documents to Dana.A.Ware@wellsfargo.com.

Consent timing

We want to give you plenty of time to review these consent materials. The Consent documentation needs to be signed (and if you decide to sign hard copies, returned to us) no later than July 24, 2020.

PLEASE NOTE: If we haven't received your signed consents by July 24, 2020, Wells Fargo may notify you of its intention to terminate the Agreements and resign as trustee/custodian pursuant to the terms of the Agreements.

Our top priority is to ensure you receive uninterrupted service. We're here to help make this transition as seamless as possible and are happy to answer any questions you may have relating to these documents. If you do have questions, please contact Dana Ware at 602-378-6860.

Thank you for your assistance and cooperation. Welcome to our client community! We look forward to servicing your retirement plan.

Sincerely,

Jonah

Joe Ready
Executive Vice President
Wells Fargo Bank, N.A.

Jerry Patterson
SVP, Retirement & Income Solutions
Principal Financial Group

Insurance products and plan administrative services provided through Principal Life Insurance Co., a member of the Principal Financial Group®, Des Moines, IA 50392. Principal Trust CompanySM is a trade name of Delaware Charter Guarantee & Trust Company, a member company of the Principal Financial Group.

© 2019 Principal Financial Services, Inc.

CONSENT RESIGNATION & APPOINTMENT

Plan Name: Navajo Nation 401(k) Savings Plan (the "Plan")

Navajo Nation (the "Company") an appropriate plan fiduciary of the Plan, acknowledges receipt of a letter from Wells Fargo Bank, N.A. ("Wells Fargo") and Principal Financial Group® ("Principal®") describing the transfer of Wells Fargo's Institutional Retirement and Trust business to Principal and the need for the Company's consent to the assignment of Wells Fargo's contractual arrangements concerning the Plan to Principal. The Company has reviewed the materials provided by Wells Fargo and Principal and has contacted Wells Fargo with any questions about the transfer and the consent process it may have.

The Company acknowledges and agrees that, upon signature by a duly authorized individual of the Company, this consent will become effective on the date the Company's business actually transfers to Principal (the "Effective Date"), and that Principal will provide prior written notice of the Effective Date to the Company.

The Company further acknowledges the fiduciary nature of various actions contemplated by this consent and that the individual(s) signing this consent on behalf of the Company has/have been duly authorized and empowered by corporate resolution (or similar action) to conduct such actions on behalf of the Company with respect to the Plan.

As of the Effective Date, the Company hereby consents to and authorizes the following:

- The assignment by Wells Fargo to Principal Life Insurance Company ("Principal Life"), and the assumption by Principal Life from Wells Fargo, of all of Wells Fargo's rights, duties and obligations with respect to the recordkeeping of the Plan under the Company's recordkeeping services agreement with Wells Fargo, and all related Exhibits that form part of such agreement (the "RSA"), to the extent such rights, duties and obligations arise on or after the Effective Date.
- Principal providing education and distribution consulting services to your participants. These services allow participants to call toll-free to discuss Plan-related questions, change address, request direct deposit and discuss benefit options. Participants who leave employment will have access to education about: (i) distribution options available under the Plan (generally including remaining in plan, rolling over to new employer plan, rolling over to an IRA (which may include a Principal IRA), or taking a lump sum distribution) and potential advantages, disadvantages and risks of different forms of distributions; (ii) rollover and direct rollover options; (iii) distribution income tax withholding, if applicable; and (iv) early withdrawal penalty tax rules. If a participant is interested in a Principal IRA, they will be provided assistance from a licensed representative of a Principal Life affiliate, Principal Securities, Inc. through Principal Bank. Principal education and distribution consulting services is not considered ERISA fiduciary investment advice. Your agreement with Wells Fargo Clearing Services, LLC, doing business as Wells Fargo Advisors, will be terminated as of the Effective Date, and Wells Fargo Advisors will no longer provide services. However, Principal will honor your current election with respect to the Inbound Distribution Support Line, Outbound Distribution Courtesy Calling and Distribution Consulting Services options.
- That the Plan will continue to participate in any Wells Fargo Bank, N.A. Collective Investment Funds for Retirement Plans ("Investment Funds") and participation continues to be subject to the Declaration of Trust governing the applicable Investment Funds, as previously provided.

The Declaration of Trust, as amended from time to time, has been, and continues to be, incorporated by reference and made a part of the governing documents included in this consent. The combining of money and other assets of the Plan(s) with money and other assets of other qualified plans in an Investment Fund is specifically authorized. In the event of any inconsistency between the governing documents and the Declaration of Trust with respect to the Plan's investment in the Investment Fund, the Declaration of Trust shall control.

The assets of the Plan shall be invested in Investment Funds which are collective investment funds and group trust funds under Revenue Ruling 81-100, as amended, and consist exclusively of assets of exempt pension and profit sharing trusts and other qualified and tax exempt accounts under the Code and which are maintained by a bank or trust company supervised by a state or federal agency, notwithstanding that the bank or trust company is Wells Fargo, or is otherwise a party in interest of the Plan, including Wells Fargo or an affiliate of Wells Fargo. The assets invested in the Investment Funds shall be subject to all the provisions of the instruments establishing such funds as they may be amended from time to time, including, but not limited to the Declaration of Trust. Such instruments of group trusts as they may be amended from time to time are hereby incorporated and made a part of the governing Plan documents as if fully set forth therein. The combining of money and other assets of the Plan with money and other assets of other qualified trusts in such Investment Fund or Funds is specifically authorized.

Wells Fargo shall be notified of any changes to the information in this consent and authorization as it relates to the participation in the Investment Fund(s) including, but not limited to, changes in plan eligibility and authorization to participate in the Investment Fund(s).

- The reliance on information, forms and directions by Principal Life and Delaware Charter Guarantee & Trust Company, conducting business under the trade name Principal Trust Company ("Principal Trust") on recordkeeping, trust and custodial-related information, forms and directions that the Company previously provided to Wells Fargo or were approved by the Company for servicing the Plan, whether or not previously incorporated or made a part of the RSA. Examples include Investment Instructions, direction to pay financial professionals, and the Company's Automatic Debit/ACH direction.

In addition, as of the Effective Date, Wells Fargo hereby resigns as Trustee under the Trust Agreement between Wells Fargo and the Company (the "Trust Agreement"), and the Company accepts such resignation as of such date. The Company and Wells Fargo agree, however, that all provisions under the Trust Agreement with respect to the transition of trust services and trust records to a successor trustee will continue to apply. As of the Effective Date, the Company hereby appoints Principal Trust, as successor Trustee under the Trust Agreement and Principal Trust hereby accepts such appointment under the terms and conditions of the Trust Agreement as of the Effective Date. In the event the Trust Agreement imposes requirements on successor trustees, the Company hereby waives such requirements with respect to the appointment of Principal Trust.

As of the date of this Consent, the Company acknowledges and agrees that Wells Fargo may begin sharing with Principal any and all Plan information, including but not limited to Participant information and Individual contracts, deemed necessary to effectuate the transfer of plan assets and services from Wells Fargo to Principal. Furthermore, Principal shall also be authorized to begin providing additional resources as they become available prior to migration. Also, Principal shall be permitted to share this information or data with affiliates and subcontractors if such information or data is necessary to provide Plan related services.

In addition, the Company agrees to timely sign such other forms as are reasonably requested by Principal pertinent to the assumption of recordkeeping and trustee or custodial duties by Principal Life and Principal Trust, respectively, on the Effective Date. In the event it is determined that minor operational differences will arise upon the transition to Principal as a result of the different manner in which Principal provides certain services under such agreements, Principal will notify the Company of the same prior to the Effective Date, and the Company hereby consents to any such minor change of which it is notified.

Except to the extent that changes are required as part of the transition process, the Company directs Principal Life and Principal Trust to continue to rely on recordkeeping, trust and related service information previously provided by the Company and currently maintained by Wells Fargo with respect to the Plan including, by way of example, the Plan's currently designated persons authorized to act on behalf of the Plan, Letters of Direction, and related forms, and the Company agrees that Principal Life and Principal Trust shall be protected in their reliance upon such information and records. The Company further understands and agrees that Principal Life and Principal Trust shall have no liability to the Company or the Plan for any actions or omissions by Wells Fargo under the agreements defined above that would have occurred prior to the July 1st, 2019 close date of the Principal acquisition of Wells Fargo IRT.

IN WITNESS WHEREOF, each party has caused this Agreement, including the below authorizations, notices and disclosures, to be signed by its duly authorized representative on the date specified below.

Jonathan Nez
Navajo Nation

Date



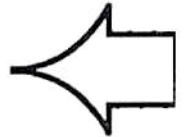
Joe Ready
Executive Vice President
Wells Fargo Bank, N.A.



Jerry Patterson
SVP, Retirement & Income Solutions
Principal Life Insurance Company



Kristin Camp
President
Delaware Charter Guarantee & Trust Company,
conducting business as Principal Trust Company



IN WITNESS WHEREOF, each party has caused this Agreement, including the below authorizations, notices and disclosures, to be signed by its duly authorized representative on the date specified below.

Jonathan Nez
Navajo Nation

Date



Joe Ready
Executive Vice President
Wells Fargo Bank, N.A.



Jerry Patterson
SVP, Retirement & Income Solutions
Principal Life Insurance Company



Kristin Camp
President
Delaware Charter Guarantee & Trust Company,
conducting business as Principal Trust Company



Date _____

Joe Ready
Executive Vice President
Wells Fargo Bank, N.A.

Kristin M. Camp

Kristin Camp
President
Delaware Charter Guarantee & Trust Company,
conducting business as Principal Trust Company



Date _____

Jonah

Kristin M. Camp

Kristin Camp
President
Delaware Charter Guarantee & Trust Company,
conducting business as Principal Trust Company

SERVICE CONTRACT

BETWEEN

THE NAVAJO NATION -and- WELLS FARGO BANK, N.A.

FOR THE PERIOD: Beginning September 30, 2016
Ending September 30, 2021

CONTRACT NO. _____

PAYMENTS TO BE MADE FROM: Custody Account

PAYMENTS NOT TO EXCEED: \$1,000 - Annual Recordkeeping Base Fee. Additional participant administrative fees, distribution fee, and investment fees are all borne by the participants.

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

Custody Agreement

Custodian to hold certain assets for Balance Forward Deferred Compensation Plan

Non-Qualified Services Agreement

Recordkeeper, providing support services for Balance Forward Deferred Compensation Plan

Schedule of Services;

Custodial Services
Recordkeeping Support Services
Communication and Distribution Services
Account Statement Services
Trust Portfolio Reporting Services

Service Agreement Exhibits;

Authorized Signers Certification
Definitions and Disclosure Statement
Trust and Custody Fee Schedule
Sweep Investment Direction

SIGNATURES OF CONTRACT

PLAN SERVICE PROVIDER:


 Date 10-11-16

Lucas Lettler
Vice President

WELLS FARGO BANK, N.A.
100 W. Washington, 22nd Floor
Phoenix, Arizona 85003

Plan Service Provider Identification No. 41-6257133

THE NAVAJO NATION:

 Date 10/14/16

Russell Begaye
President

THE NAVAJO NATION
Post Office Box 5100
Window Rock, Arizona 86515

Navajo Nation Identification No. 85-0092335



Institutional Retirement and Trust

WELLS FARGO ACCOUNT AGREEMENT DOCUMENTATION

The attached agreements, disclosures and account setup documentation ("Account Documentation") contain information specific to the nonqualified deferred compensation plan services that **The Navajo Nation** (the "Employer") has selected Wells Fargo Bank, N.A. ("Wells Fargo") to provide as Trustee/Custodian under the governing Trust/Custody Agreement, executed by Wells Fargo and the Employer for the **Deferred Compensation Plan for Political Appointees and Council Delegates of the Navajo Nation** (the "Plan").

Acceptance

Employer Name ("Employer"): **The Navajo Nation**

Account Name (the "Plan"): **Deferred Compensation Plan for Political Appointees and Council Delegates of the Navajo Nation**

The undersigned individuals represent that they are duly authorized to take action on behalf of the Employer and Wells Fargo, respectively. The parties certify that they are executing this Acceptance to signify receipt of, and agreement to the terms and conditions specified in the Account Documentation listed below, as of the effective date specified on each document.

ACCOUNT DOCUMENTATION (only checked items apply):

☒ Definitions and Disclosure Statement

☒ Fee Schedule

☒ Sweep Investment Direction

Accepted:

The Navajo Nation

Wells Fargo Bank, N.A.

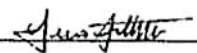
Name: Russell Begaye
(please print)

Name: LUCAS LETTIER
(please print)

Title: President
(please print)

Title: VP, RELATIONSHIP MANAGER
(please print)

Signature: 

Signature: 

Date: 10/14/16

Date: 10-11-16

DEFINITIONS AND DISCLOSURE STATEMENT

Definitions

"Asset Based Fees Paid by Fund" are fees that are paid by the fund company for mutual funds. These fees are taken out of the fund prior to the calculation of the net asset value ("NAV") for the fund. For Plan assets invested in mutual funds, these are a part of those fees already paid by the shareholders of the applicable fund to the fund/affiliated party as disclosed in the prospectus. The portion being disclosed by Wells Fargo are only those fees received by Wells Fargo from the fund companies parties for certain shareholder services performed by Wells Fargo. *(For Plan assets invested in Proprietary Funds, such fees generally range from 15 to 45 bps, but in certain cases Wells Fargo may receive up to 110 bps; and For Plan assets invested in Non-Proprietary Mutual Funds Wells Fargo may receive up to 25 bps.)* Changes to such fees will be disclosed on the plan's trust statements. Any such fees are part of the fund's expense ratio and do not result in an increased payment by the Plan. Ongoing asset based fees are stated as annual rates and are calculated by the fund's manager pursuant to its established practice and procedure. Certain funds may also pay one-time asset based fees to Wells Fargo which are calculated based on the value of funds invested by an individual who was not previously an investor in the fund and are calculated in accordance with the manager's procedures. Asset based fees may be paid by the fund family from one or more sources and under one or more programs provided for in the prospectuses of the funds, such as sub-transfer agency fees, 12b-1 fees, shareholder and administrative services fees, and distribution related fees.

For Plan assets invested in unitized account(s) for which Wells Fargo has established and maintained for the purpose of providing unitized fund accounting services, the asset based fees represent fees that are charged against those accounts. These fees are accrued based on prior day's market value and are reflected in the final NAV of the fund. These fees are charged at the fund level and not at the participant level.

General Disclosures

Investments in mutual funds are not endorsed or guaranteed by Wells Fargo Bank, N.A. ("Wells Fargo") or any of its affiliates, are not deposits or other obligations of Wells Fargo or any of its affiliates, are not insured by the FDIC, the Federal Reserve Board or any other government agency, and involve investment risks, including possible loss of principal.

No assurance can be given that the investment objectives of any investment alternative will be achieved. Past performance is no guarantee of future results. Investment return and principal value may fluctuate so that upon redemption, an investment in an investment alternative may be worth more or less than its original cost.

The value of certain assets, such as assets unique to a particular Plan may be reported on a unitized basis, and may be accounted for net of any fees, and/or including other income, accrued in the mutual fund account on a daily basis. There may be minor differences in transfer valuations between the mutual funds and our records arising out of mutual share or share price rounding policies. Where Wells Fargo receives asset-based fees or other compensation from mutual funds or other investment providers, the dollar amount of the compensation is calculated under the investment provider's procedures for such payments, which procedures may vary from provider to provider. As a result,

certain minor differentials may exist between the fees payable by the Funds and the fees otherwise payable by the Plan.

In accordance with agreements with fund providers, Wells Fargo receives next day settlement privileges with respect to purchases and redemptions of shares. Notwithstanding the foregoing, the funds may delay settlement of any trade in accordance with the terms of the prospectus or other governing documents, and any such delay would delay Wells Fargo's ability to affect trades involving a Non-Proprietary Fund.

Wells Fargo and its affiliates do not exercise investment discretion or render investment advice with respect to the Plan unless the Employer has selected Wells Fargo to provide discretionary investment management, in which case, a different fee arrangement shall apply to Plan assets under Wells Fargo's discretionary investment management as disclosed separately.

For the fees and expenses charged by mutual funds, see the prospectus or fund agreement for that fund and appropriate share class. For information regarding fees applicable to any investments included in your plan other than those listed in the Investment Fund Options Disclosure of Fee Arrangements or fees from other sources, please see your plan agreements. Certain mutual funds may impose redemption fees or other trading restrictions on shares of the funds that are transferred or exchanged out of the funds before the applicable minimum holding period. Please read each fund's prospectus for more information about the fund and any applicable redemption fees. Neither Wells Fargo nor any affiliate receives compensation as a result of those charges.

Wells Fargo Advantage Mutual Funds ("Proprietary Funds")

The Proprietary Funds pay fees for various services provided to the Funds, including fees payable to Wells Fargo or any of its affiliates (the "Advisor") for investment advisory services, which are set forth in the prospectuses for such Funds. The Funds fees and expenses are stated in the *Organization and Management of the Funds and Summary of Expenses* sections of the Prospectus and in the *MANAGEMENT* section of the *Statement of Additional Information*. Wells Fargo may receive an inter-affiliate compensation credit for a portion of the advisor fees that are paid to its affiliate from the Proprietary Funds with respect to plan assets invested in the Proprietary Fund. Such credit is not reflected in the fees listed on the Investment Fund Options Disclosure of Fee Arrangements. Wells Fargo will receive no fees for investment management, investment advisory or similar services rendered to the Plan with respect to Plan assets invested in such Funds, except as permitted by applicable law. The Advisor may voluntarily waive its fee and/or reimburse the Fund for certain of its expenses in order to reduce expense ratios, which may affect the amount shared with or credited to Wells Fargo or its affiliate. The Funds incur transaction costs and expenses in their operations and in trading securities, certain of which are paid to Wells Fargo or any of its affiliates, including securities transactions effected through a registered broker/dealer affiliate.

The Employer understands that in order to invest in a Proprietary Fund: (a) it cannot directly or indirectly control and it cannot directly or indirectly be controlled by Wells Fargo or any affiliate; (b) it cannot be an officer, director, partner, or employee (or relative thereof) of Wells Fargo or any affiliate;

and (c) it cannot directly or indirectly receive any compensation or other consideration for a personal account in connection with the investment of Plan assets in any Proprietary Fund.

The Employer acknowledges that it has received a copy of the current prospectus for each of the Proprietary Funds which contains a disclosure of all services provided by Wells Fargo or its affiliates to the Proprietary Funds and of all fees paid to Wells Fargo or its affiliates as compensation for providing such services to the Proprietary Funds. The Employer received a copy of the current fee schedule applicable to the Plan. A current prospectus for any Wells Fargo Advantage Funds is available at www.wellsfargoadvantagefunds.com or by calling Wells Fargo Funds Investor Services at 1-800-222-8222.

If the Employer has selected a series of Wells Fargo Advantage Dow Jones Target Date FundsSM, whether as an investment option in the Plan or as a default fund, the Employer acknowledges that additional target date funds may be added to the series from time to time in the future. The Employer authorizes and directs Wells Fargo to make such additional target date funds in its selected series available as part of its selected fund array or as the default investment options for participants with birthdates falling into the date intervals subsequent to the most recent date intervals indicated on the Investment Fund Options Disclosure of Fee Arrangements (or additional subsequent date intervals if additional target date funds have already been designated as default funds pursuant to this paragraph). In addition, if the Wells Fargo Advantage Dow Jones Target Date FundSM that would otherwise apply as the default investment for a participant's account has already been combined with the Wells Fargo Advantage Dow Jones Target Today FundSM as described in the Fund's prospectus, the Employer directs Wells Fargo to use the Wells Fargo Advantage Dow Jones Target Today FundSM as the default investment option for such participants in lieu of the Fund noted above.

This authorization and direction shall only be effective after the prospectus describing the new target date fund becomes available and the Employer has had a reasonable amount of time to review the prospectus to determine if the fund is appropriate for the Plan. Prior to implementation, the Employer must contact Wells Fargo if it determines not to add the new target date fund to its selected fund array or use as a default option. Wells Fargo and the Employer shall jointly determine the implementation details of any target date fund added pursuant to this paragraph.

Non-Proprietary Mutual Funds

The principal distributors of certain mutual funds unaffiliated with Wells Fargo and its affiliates ("Non-Proprietary Funds") have made certain of their funds available to the Employer as investment alternatives under the Plan. The principal distributors of the Non-Proprietary Funds are not affiliates of Wells Fargo. Wells Fargo or its affiliates have entered into various service agreements with one or more service providers to the Non-Proprietary Funds regarding the payment of certain service fees for administrative services Wells Fargo provides to the Non-Proprietary Funds.

Float

The Employer understands and acknowledges that Wells Fargo Bank, N.A. ("Wells Fargo") may deposit funds pending investment or presentment of checks for payment in non-interest bearing suspense or demand deposit accounts maintained by Wells Fargo for brief periods of time in order to facilitate the

servicing of the plan. Wells Fargo receives compensation ("float") from the use of these uninvested funds, which accrues on payments made from the Plan (such as distributions and expense payments) and on contributions or other funds received too late in the day to be invested for the Plan that same day. Float on distribution payments begins to accrue when the funds are transferred from the Plan to a trust clearing account (generally within one business day of the distribution request), and ends on the date the payment clears or is returned to the Plan. Checks are generally mailed within two business days of the distribution request. Float on contributions and other funds received too late in the day to be invested that same day (or received without sufficient information to invest them properly) begins to accrue on the date the funds are received and ends on the date the amounts are deposited to the plan, which is generally the next business day if Wells Fargo has complete information relating to the investment of such funds; float may continue to accrue if Wells Fargo has insufficient information regarding the contributions or deposits to invest them properly in the Plan (e.g., incomplete participant contribution information or incorrect account number).

Depending on its anticipated funding needs, uninvested funds are generally used to either reduce Wells Fargo's overall borrowing from other sources (such as in the Federal Funds market) or invested in short-term investments (such as its Federal Reserve Account). Uninvested funds from the Plan are not segregated from other deposit funds, so attributing an exact earnings or interest factor applicable to the Plan's uninvested funds is not possible. Earnings on the float (or the corresponding reduction in borrowing, depending on anticipated funding needs) depends on numerous factors such as current interest rates, Federal Funds rates, credit risk, and the duration of the particular debt instrument.

Shareholder Communications Act Disclosure

The Securities and Exchange Commission adopted the Beneficial Owner Information Disclosure Rule #14b-2 (Rule) in 1986 as part of its effort to improve communications between publicly held companies and beneficial owners of the securities registered in the name of certain nominees.

Under these rules, Wells Fargo Bank, N.A. (Wells Fargo) is required to contact each customer for whom we hold securities and determine whether you authorize us to provide your name, address and share position to the issuer of the securities you own. For your protection, the rules prohibit the requesting company from using your name and address for any purpose other than corporate communications.

Please complete the authorization below by checking one of the alternatives.

☐ Wells Fargo is authorized to release my name, address and share position (Consents to disclosure).

☐ Wells Fargo is NOT authorized to release my name, address and share position (Objects to disclosure).

Note: Under the Rule, Wells Fargo is required to treat a non-response as a "Consents to disclosure" response.



Institutional Retirement and Trust Trust and Custody Fee Agreement

Effective Date: September 30, 2016

Employer Name ("Employer"): The Navajo Nation

Account Name (the "Plan"): Deferred Compensation Plan for Political Appointees and Council Delegates of the Navajo Nation

Wells Fargo Account Number(s): 26023400

Method of Payment: Charge to Trust

TRUST AND CUSTODY PER ANNUM FEES

Accounting & Reporting-Asset Allocation

Annual Recordkeeping Base Fee \$ 1,000.00

Annual Per Participant Fee \$ 20.00

Accounting & Reporting *Per Account*

Web-Based On-line Daily Access – TPR, TID *Included*

SECURITY SETTLEMENTS & MONEY MOVEMENT *Per Transaction*

Benefit Payments *(including postage where applicable)*

Lump Sum Payment \$ 25.00

Employer Acknowledgement

Fees and expenses described in this Fee Agreement, together with any fees described in other agreements and/or disclosures, constitute amounts payable to Wells Fargo Bank, N.A. ("Wells Fargo") for services provided to the Employer on the Plan.

Wells Fargo shall be paid the fees as described above at the time such services are rendered. If such fees are not paid by the Plan, such payment shall be made by the Employer. Wells Fargo may deduct fees due for services rendered directly from the Plan assets. Fees for services rendered shall be payable upon presentation of invoices by Wells Fargo and may be subject to late payment penalties. Past due fees may be deducted from the Plan assets. Wells Fargo, in its sole discretion, may suspend services during any period in which any unpaid amounts are 90 days overdue or may deduct such amounts from the Trust.

No Asset Based Domestic Administration fee nor fund settlement transaction fees will be assessed for assets held in a Wells Fargo Proprietary Fund or Wells Fargo Bank Deposit Account. There is no charge for the collection of interest income and dividends.

The Employer has identified all assets held in the Plan to Wells Fargo. Should there be any material change to the Plan's structure or asset base, or should the Employer fail to transfer any assets scheduled for receipt to Wells Fargo within 60 days of the Effective Date of this Fee Agreement, Wells Fargo reserves the right to redefine fees and/or service conditions.

Wells Fargo shall be entitled to charge additional fees for any additional services requested by the Employer or any revisions to reports, forms, and documents resulting from (i) inaccurate or incomplete information supplied by the Employer, (ii) untimely payments of contributions or reimbursement of fees and expenses, (iii) retroactive amendment of the Trust, (iv) failure of the Employer to timely notify Wells Fargo of any error in reports, forms and documents prepared by Wells Fargo. If the Employer requests a rerun of an allocation or report due to incorrect or untimely information being furnished, the Employer shall bear the extra costs attributable to such reallocations or new reports.

Wells Fargo is entitled to prompt reimbursement of all extraordinary out-of-pocket expenses incurred in the performance of its services on behalf of the Plan including, but not limited to, fees for legal process, outside legal fees, and courier services.

On a **Quarterly** basis, Wells Fargo will send an invoice to the Employer for fees and expenses due with respect to the Plan. The invoice will denote Plan fees to be "billed" that are payable by the Employer and/or Plan fees to be "deducted" that have been deducted from Plan assets held in the Trust. Such amounts, if billed, shall be due not later than 30 days following the billing date. Additional services not detailed in this Fee Agreement may be negotiated by and between Wells Fargo and the Employer at normal prevailing rates. Wells Fargo retains the right to revise its fee schedule from time to time.

If the Employer wishes to have the Plan pay any fees or expenses, or wishes to be reimbursed by the Plan for any fees or expenses previously paid by the Employer, the Employer shall be responsible for determining which fees and expenses may properly be paid or reimbursed by the Plan and provide appropriate written direction certifying this to Wells Fargo.

**Sweep Investment Direction for Cash Balances
(Bank Deposit Vehicles)**

Effective Date: September 30, 2016

Employer Name: The Navajo Nation

Plan Name: Deferred Compensation Plan for Political Appointees and Council Delegates of the Navajo Nation

Wells Fargo Account Number(s): 26023400 and all related sub accounts

The Employer directs Wells Fargo Bank, N.A. ("Wells Fargo") to invest any uninvested cash held in the Plan in the following Wells Fargo taxable deposit vehicle as a sweep investment:

<u>Sweep Vehicle Name</u>	<u>Sweep CUSIP</u>	<u>Ticker</u>
Institutional Bank Deposit Account	993086123	WFBIBDA

The Employer has received and read the Institutional Bank Deposit Account Fund Fact Sheet attached hereto which describes the deposit vehicle.

This direction may be changed or revoked at any time pursuant to a superseding written direction to Wells Fargo duly executed by an authorized representative of the Employer. Until such time, this direction will continue in full force and effect.

WELLS FARGO BANK, N.A.

CUSTODY AGREEMENT

This Agreement, made and entered into as of September 30, 2016, by and between Wells Fargo Bank, N.A. ("Wells Fargo"), and The Navajo Nation (the "Employer") as Employer(s) in regard to the custody of certain assets of the Employer.

Whereas Employer wishes to appoint a custodian to hold certain assets of the Employer pursuant to the direction of the Employer.

Now, therefore, the parties hereto agree as follows:

1. Appointment and Acceptance. The Employer hereby appoints Wells Fargo, and Wells Fargo hereby accepts its appointment, as the custodian (the "Custodian") of certain assets of the Employer (the "Account"). The Account shall consist of those assets, which the Employer notifies Wells Fargo shall be included in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the Custodian for the purposes, to the extent, and in the manner and within the limitations set forth in this Agreement.
2. Services of Custodian. The Custodian shall:
 - 2.1 Open and maintain a custody account in the name of the Employer and hold in such account all cash and securities initially deposited, plus any additional cash and securities that may be received from Employer or pursuant to the direction of the Employer from time to time for deposit to the Account. The Custodian shall not be responsible to collect or enforce collection of contributions to the Account.
 - 2.2 Act upon written direction from the Employer or from investment managers duly appointed in writing by the Employer.
 - 2.3 Settle securities transactions for the Account with brokers or others in accordance with the written direction of the Employer or duly appointed investment manager.
 - 2.4 Be responsible for the collection of investment income relating to the assets in the Account and providing for the daily investment thereof in accordance with the written direction of the Employer.
 - 2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds therefrom.
 - 2.6 Deliver cash or securities as the Employer may direct in writing.
 - 2.7 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Employer or otherwise as the Employer may direct in writing.
 - 2.8 Send monthly to the Employer an itemized statement showing the funds and securities held in the Account as of the last day of the month and all debits, credits and transactions in the Account since the date of the last statement.

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- 2.9 With respect to valuation of assets held in the Account (including securities issued by the Employer),
- (A) Obtain the fair market value of publicly traded assets where such assets have a readily ascertainable market value.
 - (B) Rely on pricing direction received from the Employer to the extent any securities are or become thinly traded and/or a readily ascertainable market value is not available.
 - (C) Rely on pricing direction received from the Employer or its authorized agent for any non-publicly traded assets.
- 2.10 From time to time, on the written direction of the Employer, to make disbursements out of the Custodial Account to such persons, in such manner, in such amounts, and for such purposes as may be specified in such written direction. The Custodian shall be under no liability for any disbursement made by it pursuant to such a direction.
- 2.11 As a matter of convenience, the Custodian may include on its reports the value of assets for which it does not maintain custody, including but not limited to investments in common or collective funds not administered by the Custodian, limited partnerships, and unregulated investment funds ("Special Investment"). The Custodian may account for a Special Investment by means of "mirror image" recordkeeping in order to include the Special Investment's value on a composite statement for the Account that includes all of the Account's other investments. The Employer directs the Custodian to report those assets solely as a recordkeeping item on the account statements. The Custodian is not responsible for the accuracy of the information provided by the asset's custodian or other source, and does not certify that any information provided by the custodian or other source is true or correct, notwithstanding any subsequent statement to the contrary regarding the Special Investment. The Employer agrees to indemnify and hold the Custodian harmless from any and all liability resulting from errors caused by inaccurate reporting, failure of the asset's custodian to provide accurate information, and other errors and omissions related to the information supplied to the Custodian by the asset's custodian or other reporting source.

3. Powers of the Custodian. The Custodian is authorized and empowered to:

- 3.1 Hold assets in the name of the nominee selected by the Custodian or such other nominee name as the Employer or investment manager may direct in writing.
- 3.2 Utilize agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
- 3.3 Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the custodianship duties and powers.
- 3.4 Decline to accept any asset or property which it deems to be unsuitable or inconsistent with its custodial operations.

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- 3.5 Invest money or assets of the Account in any registered investment company to which the Custodian or an affiliate of the Custodian provides services and receives compensation for providing such services as such investment may be directed by Employer or an agent of Employer.
- 3.6 Invest available cash in the Account, pending disbursement or investment, in a cash management vehicle as designated by the Employer or an agent of Employer. The Employer understands and agrees that cash management vehicles made available by the Custodian may include deposit accounts of the Custodian or an affiliate, and that such deposit vehicles are specifically authorized for use in the Account.
4. Additional Rights and Duties of the Custodian.
- 4.1 Upon the reasonable prior written request of the Employer, the Custodian shall promptly permit the Employer, or its respective agents, employees or independent auditors, to examine, audit, excerpt, transcribe and copy, at the Employer's expense, during the Custodian's normal business hours, any books, documents, papers and records relating to the Account or the assets.
- 4.2 The duties and obligations of the Custodian shall only be such as are specifically set forth in this Agreement, as it may from time to time be amended, and no implied duties or obligations shall be read into this Agreement against the Custodian. The Custodian shall not be liable except for its own gross negligence, willful misconduct or lack of good faith.
- 4.3 No provision of this Agreement shall require the Custodian to take any action which, in the Custodian's reasonable judgment, would result in any violation of this Agreement or any provision of law.
- 4.4 Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable under or in connection with the Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Custodian has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.
5. Hold Harmless. The Employer agrees to reimburse and hold the Custodian harmless from and against any and all liability, loss, claim, damage or expense, including taxes or other governmental charges, and reasonable legal and attorneys' fees which may be imposed, assessed or incurred against the Account or against the Custodian incurred or made arising out of or in connection with the performance of the Custodian's obligations in accordance with the provisions of this Agreement. This provision does not extend to any liability, loss, claim, damage or expense arising from the gross negligence, willful misconduct, or malfeasance on the part of the Custodian, its officers, agents or employees. The Employer hereby acknowledges that the foregoing provision shall survive the resignation or discharge of the Custodian or the termination of this Agreement.
6. Fees. The Custodian shall be paid reasonable compensation and fees for its services under this Agreement as agreed from time to time in writing by the parties pursuant to the terms of a separate fee agreement. Such compensation and fees may be paid from the Account if not paid

by the Employer within thirty (30) days after the Custodian mails a written invoice to the Employer.

7. **Amendment and Termination.** This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by the Custodian and Employer. It may be terminated at any time by either the Custodian or Employer upon thirty (30) days' written notice to the other or as otherwise agreed by the parties. As soon as administratively feasible following the effective date of such termination, the Custodian shall deliver the assets of the Account to the successor custodian appointed by the Employer and shall have no further custodial responsibilities for the assets in the Account. Any fees remaining outstanding and balances owing to the Custodian may be withheld from the assets delivered to the Employer or to the successor custodian. In the event that the Employer fails to appoint a successor custodian within thirty (30) days following receipt of the Custodian's notice of termination, the Custodian may, in its sole discretion and at the expense of the Employer, petition any court of competent jurisdiction for the appointment of a successor custodian or for other appropriate relief, and any such resulting appointment shall be binding upon all the parties.
8. **Authorized Persons.** The Employer shall furnish to the Custodian a written certification of the names and specimen signatures of individuals authorized to communicate with the Custodian on behalf of the Account. Wells Fargo shall be entitled to rely on the oral direction as confirmed in writing or written direction of such persons, including Trustee(s), or any Investment Manager(s). Wells Fargo shall be fully protected in assuming that there has been no change until so advised by the Employer.
9. **Notices.** Notice to the Custodian shall be directed and mailed as follows:

Lucas Lettieri
Wells Fargo Bank, N.A.
MAC S4101-228
100 West Washington Street, 22nd Floor
Phoenix, AZ 85003

Notice to Employer shall be directed and mailed as follows:

Russell Begaye
The Navajo Nation
P.O. Box 3150, Hogan Tso Building, Highway 264 Route 12
Window Rock, AZ 86515
10. **Written Direction.** If a provision of this agreement requires that a communication or document be provided to Wells Fargo in writing or written form, that requirement may also be satisfied by a facsimile transmission, electronic mail or other electronic transmission of text (including electronic records attached thereto), if Wells Fargo reasonably believes such communication or document has been signed, sent or presented (as applicable) by any person or entity authorized to act on behalf of the Employer or Trustee. If this agreement requires that a communication or document be signed, an electronic signature satisfies that requirement. Any electronic mail or other electronic transmission of text will be deemed signed by the sender if the sender's name or electronic address appears as part of, or is transmitted with, the electronic record. Wells Fargo will not incur any liability to anyone resulting from actions taken in good faith reliance on such communication or document. Nor shall Wells Fargo incur any liability in executing instructions

from any person or entity authorized to act on behalf of the Employer or Trustee prior to receipt by it of notice of the revocation of the written authority of such person or entity.

11. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
12. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other.
13. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
14. Governing Law. This Agreement shall be governed by the laws of the Navajo Nation, except to the extent preempted by ERISA and/or other applicable laws of the United States, and any judicial action regarding this Agreement shall be brought in the Nation's courts.
15. Sovereign Immunity. Nothing herein shall be construed as a waiver, explicitly or implicitly, of the Navajo Nation's sovereign immunity.
16. Successors and Assigns. This Agreement shall bind the successors and assigns of Employer and shall bind the successors and assigns of the Custodian.
17. Effective Date. This Agreement shall be effective on September 30, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Employer: The Navajo Nation

By: [Signature]
Its: _____

By: 10/14/16
Its: _____

Custodian: WELLS FARGO BANK, N.A.

By: [Signature]
Its: VP, RELATIONSHIP MANAGER

**Non-Qualified Plan
Services Agreement**

In connection with the administration of the non-qualified plan (the "Plan") described below, a qualified retirement plan sponsored by the undersigned employer (hereinafter "Employer"), the Employer hereby retains Wells Fargo Bank, National Association to provide recordkeeping, compliance, and supplementary services as outlined below.

Plan Services

All assets of the Plan will be held in the name of the Plan Trustee, who will be appointed by the Employer and designated in the trust document. As the recordkeeper for the Plan, Wells Fargo will provide support services through its team of compliance and recordkeeping specialists. The following plan services are available: recordkeeping, compliance, and supplementary services. A description of each of these services follows.

1. **Recordkeeping Support Services**

A. ***Recordkeeping***

Wells Fargo will provide the following recordkeeping services:

1. Implement quality control standards and procedures to ensure that the establishment of participant accounts and the processing of participant transactions are handled in a timely and accurate manner.
2. Update participant accounts and reconcile to trust assets at the time of the allocation as specified under the Plan document (monthly, quarterly, semi-annually, or annually).
3. Provide participant account statements reflecting investment account balances and summarizing Plan activity at a frequency commensurate with the frequency of allocations, as described above. Statements will be express mailed within thirty (30) calendar days upon receipt of complete data and trust information from the Plan.
4. Allocate earnings to the plan participants based on the transactions posted to the Trust.
5. Calculate vested benefits for (a) each participant once per year at the Plan year-end allocation, and (b) for any applicable participant upon a distributable event.
6. Calculate and process distributions during the plan year for events such as termination of employment, retirement or other terminations of service such as death or disability. This shall also include calculation of vested benefits, employer contribution allocations, earnings allocations, forfeitures and forfeiture allocations, and recordkeeping for all distributions.

7. Reconcile recordkeeping balances to the trust and provide that information to the Trustee and the Employer.

8. Provide such other supplemental services as the Employer and Wells Fargo shall agree.

B. *Compliance-NA*

2. Supplementary Services

Supplementary Services, as agreed to by the Employer and Wells Fargo, shall be available at a price or hourly charge disclosed in the Fee Schedule (or to the extent not addressed in the Fee Schedule, at a price or hourly charge agreed to by the Employer and Wells Fargo) and, in certain instances, may be required by law.

A. Such services may include:

Administrative services that must be re-done due to incorrect or incomplete data furnished by or on behalf of the Employer.

Assistance with audits by the IRS, or the Employer's accountant.

Special projects undertaken at the request of the Employer.

B. Other Service Fees:

Express Deliveries.

Electronic Deconversion of Plan/participant data upon termination of Agreement.

Mailing of Participant Statements directly to the participants.

In the event the Plan is amended and such amendment affects the recordkeeping services to be provided by Wells Fargo under this Agreement, Employer shall immediately provide to Wells Fargo a copy of the executed amendment and the parties shall negotiate in good faith to determine whether a fee adjustment is appropriate as a result of the amendment.

Fees

Wells Fargo shall bill and the Employer shall pay for the performance of the above services in accordance with the Fee Schedule on a quarterly basis (commensurate with the allocation frequency of the Plan).

Fees unpaid for a period of more than thirty (30) days shall accrue finance charges from the date of invoice at the rate of one and one-half (1½) percent per month (or the maximum amount that may be permitted by law, if less). Wells Fargo may suspend services if any fee remains unpaid for a period of more than sixty (60) days, and charge a reasonable fee to reinstate or resume service. Employer hereby authorizes Wells Fargo to

request and receive payment of any fees unpaid for a period of more than sixty (60) days directly from the Plan Trustee.

In the event any fees are to be paid directly by the Plan or are otherwise deducted from Plan assets (whether or not pursuant to the provisions of the preceding sentence), Employer shall bear the responsibility of ensuring that the governing plan or trust documents permit such payments from Plan assets and that the Plan may properly pay such fees under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Code. In such event, it shall be the sole responsibility of the Employer to timely direct Wells Fargo as to the proper recordkeeping of such deducted amounts and the appropriate disclosure of such deducted amounts to participants on their next following participant statements. All IRS user fees and any filing fee or Plan expense or charge are Employer's responsibility (subject to being payable directly by the Plan, if appropriate).

Reliance on Data

The Employer understands that all services, documents, reports and forms prepared according to the terms of this Agreement shall be based on information or reports provided by or on behalf of the Employer or Trustee. Wells Fargo is not responsible for the performance of such services until and unless such information as it requests is provided. Wells Fargo shall be entitled to rely fully on the accuracy and completeness of information submitted by or on behalf of the Employer or Trustee, and shall have no duty or responsibility to verify such information. Notwithstanding the foregoing, Wells Fargo will seek clarification of data received from the Employer when such data appears to contain incomplete or erroneous information.

The Employer shall hold Wells Fargo harmless from liability for any loss that is incurred as a result of incorrect data provided to Wells Fargo by the Employer or by participants in the Plan, or to the extent any loss is caused by a participant's, the Trustee's or the Employer's failure to notify Wells Fargo of any error within seventy-two (72) hours of the discovery of such error (provided that in no event shall such "discovery period" extend beyond two (2) weeks after the postmark date of any statement or confirmation which would have put the participant on notice of any such error).

The Employer remains responsible for verifying all information contained in any reporting and disclosure form prepared by Wells Fargo, for supplying any data unavailable to Wells Fargo but necessary to fully complete those forms, for obtaining any required signatures and for submitting those forms in a timely fashion to the appropriate governmental agency and/or to Plan participants.

Timing

The Employer agrees to timely furnish Wells Fargo with any and all information which Wells Fargo may require, including, but not limited to, copies of all amendments to the Plan. The Employer agrees to furnish such information at least ninety (90) days prior to any original non-extension filing deadline in order to ensure that Wells Fargo will have sufficient time to perform its services. Wells Fargo shall bear no responsibility for any penalties or other costs relating to an untimely filing.

Authority

The undersigned Employer represents and warrants that it is the Named Fiduciary of the Plan, as that term is defined under Section 402(a)(2) of ERISA, that it has assumed the duties and responsibilities as Plan Administrator, as that term is defined under Section 3(16)(A) of ERISA, and that it has the authority to enter into this Agreement on behalf of the Plan. The Employer's duties include, but are not limited to: retaining agents to assist in the performance of administrative duties for the Plan, determining eligibility for Plan participation, vesting and accrual of benefits; advising participants or beneficiaries of their rights and settlement options; ruling on claims for benefits; directing distribution of benefits; preparing (or arranging for the preparation of) reports for participants and meeting governmental requirements; and maintaining (or arranging the maintenance of) service, benefit and vesting records as well as other participant information.

Wells Fargo is hereby retained to provide specified recordkeeping services and Wells Fargo shall assume only those responsibilities described in this Agreement. The Employer agrees that Wells Fargo neither has, nor at any time will be authorized to have or to exercise any discretionary authority, discretionary responsibility or discretionary control respecting management or administration of the Plan, nor does Wells Fargo have, nor at any time will it be authorized to have or to exercise, any authority or control respecting management or disposition of the Plan's assets. All such discretion, authority, responsibility and control with respect to the administration of the Plan and the management or disposition of the Plan's assets shall lie with the Employer or other Plan fiduciaries to whom the Employer has properly delegated such responsibilities. The Employer agrees that Wells Fargo does not, and shall not, render, nor shall it have any authority or responsibility to render, any investment advice with respect to any moneys or other property of the Plan. The Employer agrees that, unless agreed to under a separate agreement, Wells Fargo is not a fiduciary with respect to the Plan. The Employer acknowledges that it retains all discretionary responsibility in the management and administration of the Plan and its assets, and the investment of said assets except to the extent expressly conferred upon others (which shall not be Wells Fargo or any affiliate) in the governing Plan documents.

The Employer agrees to indemnify and hold Wells Fargo harmless from all damages, costs, expenses and attorneys' fees in any action, claim or proceeding of any kind which asserts that Wells Fargo at any time was a fiduciary with respect to the Plan. Nothing contained in this Agreement shall constitute any acknowledgment that Wells Fargo will act in any capacity so as to be construed as fiduciary or investment counselor of the Plan, and Wells Fargo is not and shall not become the Employer or a party to the Plan or trust by virtue of this Agreement.

The Employer hereby acknowledges that neither Wells Fargo nor any of its affiliates has any power or discretion with respect to the funds (or other investments) to be included in, added to, deleted from, or replaced on, the investment menu of the Plan.

All work performed by Wells Fargo pursuant to this Agreement is for review and execution by the Employer or, where appropriate, the Plan Administrator, Trustee or legal counsel for such persons. The Employer understands and acknowledges that (i) Wells Fargo is not qualified to and does not contract to provide tax or legal advice, (ii) the Employer shall not construe any advice given incident to this Agreement or the services provided hereunder as tax or legal advice, and (iii) the responsibility for the preparation, adequacy or validity of any legal documents relating to the Plan shall be with the Employer and its legal counsel.

Wells Fargo shall have no responsibility for errors in legal or accounting matters nor shall Wells Fargo have any responsibility for: (i) actions or omissions of the Employer's previous plan administrators, actuaries, consultants or other named service providers, or (ii) any inaccuracies in Plan data received by Wells Fargo (and any errors resulting from such inaccuracies) from such previous providers. The Employer understands and agrees that (i) requests for data which has not been provided to Wells Fargo by the appropriate previous provider(s) must be directed to such previous provider(s) and shall not be the responsibility of Wells Fargo, (ii) any costs for acquiring or retrieving such data and, if applicable, any losses or damages resulting from the inaccessibility or unavailability of such data shall be the responsibility of the Employer and, if applicable, such previous provider(s), and (iii) Wells Fargo does not (by this or any other agreement) assume the obligations or responsibilities of any previous provider(s).

In the event that counsel to Wells Fargo determines that based upon court decisions or administrative rulings, announcements or other published guidance, there is a reasonable likelihood that any service being, or to be, provided under this Agreement by Wells Fargo could constitute a discretionary function and thereby subject Wells Fargo to classification as a "fiduciary" under ERISA with respect to the Plan and such service cannot be restructured in a manner which would not subject Wells Fargo to classification as a "fiduciary" under ERISA, then Wells Fargo may notify the Employer that it shall decline to thereafter provide such service, and the failure to thereafter provide such service shall not constitute a breach of Wells Fargo's obligations under this Agreement. Upon receiving such notification, the Employer shall have the option to engage an alternative service provider to perform only those services that Wells Fargo has declined to provide (in which case Wells Fargo agrees to appropriately adjust its fees as set forth in the Fee Schedule in order to reflect the omitted service).

Employer shall be responsible for obtaining and paying the cost of appropriate bonding coverage for the benefit of the Employer if so required by ERISA.

The Employer hereby authorizes Wells Fargo to discuss, where necessary, any matters relative to the Plan with the Employer's legal counsel and/or accountants and with the Plan Trustee(s). Any fees resulting from such discussions shall be the responsibility of the Employer.

If Wells Fargo shall undergo a service provider audit by the DOL and such audit concerns, includes or relates to the servicing of the Plan, Wells Fargo may furnish the DOL any documents, records or information regarding the Plan as may be requested or demanded by the DOL in any such request or demand even though such request or demand may not be embodied in a subpoena. The Employer agrees to compensate Wells Fargo for any time and expenses incurred in responding to any audit inquiry by the DOL or IRS insofar as it relates to the Plan or any services relating thereto.

Effective Date

This Agreement shall become effective on the date on which it is signed by Wells Fargo and shall continue in force for a two (2) year term ("Initial Term"). Upon the expiration of the Initial Term, the Agreement will automatically renew for successive terms of one (1) year each unless terminated in accordance with the provisions below.

Termination

This Agreement may be terminated by either party upon thirty (30) days advance written notice.

In the event of termination, Wells Fargo shall be entitled to payment on a time-and-expense basis in accordance with the Fee Schedule in effect at that time for work commenced but not completed prior to termination of the Agreement.

Terms and conditions which require their performance after the termination of this Agreement, including but not limited to, limitations of liability, indemnification, and exclusion of damages, shall survive and be enforceable despite the termination of this Agreement.

Miscellaneous Disclaimers

Wells Fargo is not responsible for losses caused directly or indirectly by:

1. Delays in the timing or completion of transactions, which delays are caused by the Employer, Plan Trustee, a Plan participant, or mutual fund companies selected by the Employer or Trustee(s), or
2. Conditions beyond the parties' control, including, but not limited to war, natural disasters, restrictions imposed by any government, exchange or market, strikes, interruptions of communications or data processing services, disruptions in orderly trading on any national securities exchange or market, nonperformance by a third party, or any failures or fluctuations in telecommunications or other equipment.

In no event shall Wells Fargo or its agents be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether either party or any entity has been advised of the possibility of such damages.

Notwithstanding any provision in this Agreement to the contrary, Wells Fargo's cumulative liability for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including but not limited to those arising out of or related to this Agreement) and regardless of the form of action or legal theory shall not exceed the greater of (i) the fees received by Wells Fargo for services provided under this Agreement during the twelve months immediately prior to the date of such loss or damage, or (ii) five hundred thousand dollars (\$500,000).

The Employer understands these limitations on Wells Fargo's damages to be a reasonable allocation of risk and expressly consents with respect to such allocation of risk.

Attorneys' Fees

In the event that it is necessary for Wells Fargo to commence legal action against the Employer on account of a default or violation of any of the terms of this Agreement, Wells Fargo shall be entitled to recover, in addition to any other relief to which it becomes entitled, reasonable attorneys' fees.

Hold Harmless

The Employer hereby agrees to reimburse and hold harmless Wells Fargo against any claims, losses, damages, liabilities, obligations, costs or expenses (collectively, "Claims") incurred by Wells Fargo and resulting from (i) its entering into this Agreement and/or agreeing to provide the services agreed upon hereunder, (ii) its provision of services in accordance with the terms of this Agreement, (iii) any inaccuracy or any breach of any representation or warranty of Employer contained in this Agreement, or (iv) actions taken by Wells Fargo at the specific request of the Employer, except to the extent such damages are caused by Wells Fargo's negligence or willful misconduct in the provision of services hereunder.

Governing Law

This Agreement shall be governed by the laws of the Navajo Nation, except to the extent preempted by ERISA and/or other applicable laws of the United States, and any judicial action regarding this Agreement shall be brought in the Nation's courts.

Binding Effect

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, successors and assigns.

Entire Agreement

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No other representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in writing signed by the parties or their duly authorized agents.

Prohibited Parties

Each time that a participant joins the Plan, the Employer shall ensure that such party is not listed on any list prepared by the Office of Foreign Asset Control or any other written list delivered by Wells Fargo to the Employer as someone with whom Wells Fargo is prohibited by law from transacting business (a "Prohibited Party"). Employer's acceptance of a party into the Plan as a Participant shall constitute its representation and warranty to Wells Fargo that such participant is not a Prohibited Party. At any time that the Employer learns that a participant is a Prohibited Party, the Employer shall immediately notify Wells Fargo. The Employer will take whatever action Wells Fargo may reasonably request to assist Wells Fargo to comply with anti-terrorism or anti-money laundering requirements, including without limitation, those set out in the USA Patriot Act of 2001, executive orders of the President of the United States, and regulations of the Office of Foreign Asset Control.

Third-Party Beneficiaries

In no event shall any third party be considered a third-party beneficiary with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Wells Fargo Bank, National Association

By: [Signature]

Title: VP, RELATIONSHIP MANAGER

Date: 10-11-16

Employer: Navajo Nation Council

By: [Signature]

Title: President

Date: 10/16/16

Plan Name - Deferred Compensation Plan for Political Appointees and Council Delegates of the Navajo Nation

Authorized Signers Certification

Effective Date: September 30, 2016

Employer Name ("Employer"): The Navajo Nation

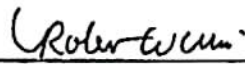
Plan Name (the "Plan"): Deferred Compensation Plan for Political Appointees and Council Delegates of the Navajo Nation


Wells Fargo Account Number(s): 26023400 and all related sub accounts

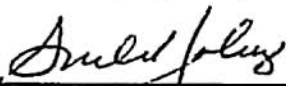
Certification of Authorized Signers:

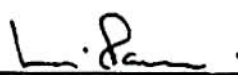
As a duly appointed officer of the Employer, I hereby certify that:

1. The individual(s) listed below have been authorized by resolution and has/have the authority to act on behalf of the Employer. The authorized individual(s) (Authorized Signers) may act on behalf of the Employer, wherever the Employer has responsibility with respect to the Plan, including responsibility under the governing Trust/Custody Agreement, executed between Wells Fargo Bank, N.A. (Wells Fargo) and the Employer;
2. The following are true and correct signatures of all Authorized Signers authorized to act on behalf of the Employer with respect to Plan activity as indicated below.

Name: <u>Robert Willie</u> (please print)	Title: <u>Accounting Manger</u> (please print)
Signature: <u></u>	Date: <u>9/28/16</u>

Authorized Signer Information	Authorized Activity
<u>Rodger Martinez</u> Name (please print)	<input checked="" type="checkbox"/> All Plan Activity and Direction OR
<u>Committee Membership</u> (indicate as applicable)	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for
<u>Retirement Plan Administrator</u> Title (please print)	<input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions
<u></u> Signature	<input type="checkbox"/> Cash Processing Direction <input type="checkbox"/> Trade Processing Direction <input type="checkbox"/> In-Kind Processing Direction <input type="checkbox"/> Benefit Payment Processing Direction <input type="checkbox"/> Fee and Expense Processing Direction <input type="checkbox"/> Other: _____
	This authorized signer may act: <input checked="" type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ (If left blank, no signatures will be required) signatures required with respect to the authorized activity indicated above. (If no election is made, Individually will be assumed)

Authorized Signer Information	Authorized Activity
Andrea Holmes	<input checked="" type="checkbox"/> All Plan Activity and Direction
Name (please print)	OR
	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for
Committee Membership (indicate as applicable)	<input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions
Administrative Services Officer	<input type="checkbox"/> Cash Processing Direction
Title (please print)	<input type="checkbox"/> Trade Processing Direction
	<input type="checkbox"/> In-Kind Processing Direction
Signature	<input type="checkbox"/> Benefit Payment Processing Direction
	<input type="checkbox"/> Fee and Expense Processing Direction
	<input type="checkbox"/> Other: _____
	This authorized signer may act:
	<input checked="" type="checkbox"/> Individually
	<input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above.
	(If no election is made, Individually will be assumed)

Authorized Signer Information	Authorized Activity
Jim Parris	<input checked="" type="checkbox"/> All Plan Activity and Direction
Name (please print)	OR
	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for
Committee Membership (indicate as applicable)	<input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions
Controller	<input type="checkbox"/> Cash Processing Direction
Title (please print)	<input type="checkbox"/> Trade Processing Direction
 9-29-2011	<input type="checkbox"/> In-Kind Processing Direction
Signature	<input type="checkbox"/> Benefit Payment Processing Direction
	<input type="checkbox"/> Fee and Expense Processing Direction
	<input type="checkbox"/> Other: _____
	This authorized signer may act:
	<input checked="" type="checkbox"/> Individually
	<input type="checkbox"/> Jointly, _____ (If left blank, two signatures will be required) signatures required with respect to the authorized activity indicated above.
	(If no election is made, Individually will be assumed)

Authorized Signer Information	Authorized Activity
N/A	<input type="checkbox"/> All Plan Activity and Direction OR
Name (please print)	<input type="checkbox"/> Asset Pricing - Non-publicly Traded Securities Provide Valuation to Wells Fargo for
Committee Membership (indicate as applicable)	<input type="checkbox"/> Corporate Action Processing Direction Proxy Voting, Tenders & Other Corporate Actions
N/A	<input type="checkbox"/> Cash Processing Direction
Title (please print)	<input type="checkbox"/> Trade Processing Direction
	<input type="checkbox"/> In-Kind Processing Direction
	<input type="checkbox"/> Benefit Payment Processing Direction
	<input type="checkbox"/> Fee and Expense Processing Direction
	<input type="checkbox"/> Other: _____
Signature	<p>This authorized signer may act:</p> <input type="checkbox"/> Individually <input type="checkbox"/> Jointly, _____ <i>(If left blank, two signatures will be required)</i> signatures required with respect to the authorized activity indicated above. <i>(If no election is made, Individually will be assumed)</i>

Transaction Requests

Wells Fargo will accept transaction requests which are delivered to Wells Fargo in accordance with its pre-established wire operating and security procedures.

Wells Fargo's security procedures include a callback from Wells Fargo to verify any outgoing wire transfer that is not processed according to pre-established instructions from Employer ("non-repetitive"). Callbacks will be made to an individual that Wells Fargo reasonably believes to be one of the Authorized Signers established by Employer on the account, using the contact information on file. No transaction request will be accepted if the person requesting and/or verifying the transaction does not present proper authentication and/or the transaction details cannot be verified to Wells Fargo's satisfaction.

Wells Fargo will accept transaction requests that it reasonably believes to be from Authorized Signers by telephone, letter, facsimile, or E-mail. However, in order to prevent fraud related activity, Wells Fargo prohibits the use of public, non-firewall protected E-mail domain names (e.g. aol, hotmail, gmail, yahoo, etc.) as a method for submitting transaction requests.

Employer agrees that the procedures described in this section are commercially reasonable and that it will be bound by any transaction request that Wells Fargo accepts in good faith while following these procedures. If the Employer declines to follow these procedures or Wells Fargo's other standard operating and security procedures, Employer agrees to be bound by any payment order issued in its name and accepted by Wells Fargo, whether or not authorized.

Additional Employer Contacts

The Employer may also direct Wells Fargo in writing to communicate for Plan purposes with (but not accept direction from), and to provide Plan reports and other Plan information to, designated employees of the Employer.

Amendment and Revocation

Until this authorization is revoked or amended by means of a revised **Authorized Signers Certification Exhibit** for the Plan, which is provided to Wells Fargo by the Employer, Wells Fargo may accept the authority and rely upon the instructions provided by, documents signed by, or requests for information made by such Authorized Signer.

BUDGET AND FINANCE COMMITTEE

1 September 2020

Regular Meeting

VOTE TALLY SHEET:

Legislation No. 0214-20: Relating to Budget and Finance Committee; Approving a Modification to the Service Contract between the Navajo Nation and Wells Fargo to Provide Custody and Recordkeeping Services for the Navajo Nation 401(k) Savings Plan, Extending the Contractor for Two Years from September 30, 2019 to September 30 2021 and Consenting to Wells Fargo's Assignment of the Agreement, Rights and Duties to Principal Financial Group *Sponsored by Jamie Henio, Council Delegate*


Motion: Nathaniel Brown

Second: Jimmy Yellowhair


Vote: 5-0, Vice Chairman not voting

Final Vote Tally:

Jamie Henio	yea	
Jimmy Yellowhair	yea	
Raymond Smith Jr.		
Elmer P. Begay	yea	
Amber K. Crotty	yea	
Nathaniel Brown	yea	



Raymond Smith, Jr., Vice Chairman
Budget & Finance Committee



Peggy Makai, Legislative Advisor
Budget & Finance Committee