



UPPER MATTAPONI TRIBE

RESOLUTION NO. 2024-21

AUTHORIZATION AND APPROVAL OF ADDENDUM FOR TRIBAL CLIENTS

A resolution to approve and authorize the execution of an Addendum for Tribal Clients presented by Rockefeller Financial LLC and National Financial Services LLC, ensuring compliance with the terms required for the Tribe's operations.

At a duly called General Meeting of the Council held this 19 day of December, 2024, the following Resolution and Law were adopted.

WHEREAS, the Upper Mattaponi Tribe (hereinafter "Tribe") is an Indian Tribe that has existed from time *in memorial* and is federally recognized on a government-to-government basis by the United States of America, eligible to receive services from the United States Bureau of Indian Affairs; and

WHEREAS, the Upper Mattaponi Tribe Council (hereinafter "Council") is vested with the authority to enact laws and budget resolutions pursuant to Article VII, Section 4(a) of the Constitution of the Upper Mattaponi Tribe ("Constitution"); and,

WHEREAS, Rockefeller Financial LLC and National Financial Services LLC have presented an *Addendum for Tribal Clients* (hereinafter "Addendum") to govern brokerage accounts and related financial services for the Tribe; and,

WHEREAS, the Addendum outlines the rights, responsibilities, and agreements between the Tribe, Rockefeller Financial LLC, and National Financial Services LLC, including provisions regarding tribal sovereign immunity, arbitration, and jurisdiction; and,

WHEREAS, the Council has reviewed the Addendum and finds it to be in the Tribe's best interest to approve its execution as necessary to ensure effective financial management;

NOW THEREFORE BE IT RESOLVED that the Upper Mattaponi Tribe Council hereby approves the *Addendum for Tribal Clients* and authorizes its execution by the appropriate tribal officials, as required by the terms of the Addendum; and,

BE IT FURTHER RESOLVED that the Tribe acknowledges its obligations and consents to the provisions outlined in the Addendum, including but not limited to those regarding arbitration,

venue, and limited waivers of sovereign immunity, as set forth in the Addendum (pages 6-11 of this Resolution); and,

BE IT FINALLY RESOLVED that a certified copy of this Resolution shall be appended to the executed Addendum and related voting certification to serve as evidence of the Tribe's authorization and approval.

CERTIFICATION

The foregoing Resolution was duly voted upon by the Council on the 19 day of December, 2024, at a General Meeting with a vote of 6 in favor and 0 opposed, 0 abstaining, and 1 absent, pursuant to the authority vested in the Council by the Constitution of the Tribe.



Secretary of the Council or Designee

SPONSOR: Rob Adams; Owen Adams

COUNCILMEMBERS	YES	NO	ABSTAIN	ABSENT
Rob Adams	✓			
Ken Adams				✓
Wilma Hicks	✓			
Sonny Knighton	✓			
Desirée Dyer	✓			
Owen Adams	✓			
Beth Gondos	✓			

ASSISTANT CHIEF (Authorized to break tie votes only): _____

DELIVERY OF THE RESOLUTION AND LAW TO THE CHIEF

Resolution No. 2024-21 was presented to the Chief of the Upper Mattaponi Tribe on the 20th day of December, 2024, pursuant to Article VII, Section 5(f) of the Constitution of the Upper Mattaponi Tribe, and will become effective after signature by the Chief or veto override by the Council.

Wilma Hicks
Secretary of the Council or Designee

CHIEF'S ACTIONS:

- Approved
- Veto – Returned to Council with Explanation

On this 20th day of December, 2024. W. Frank Adams Chief

Presented to Chief and Council on the _____ day of _____, 2024.

COUNCIL'S ACTIONS:

Override of the Chief's Veto –

Yes

No

COUNCILMEMBERS	YES	NO	ABSTAIN	ABSENT
Rob Adams				
Ken Adams				
Wilma Hicks				
Sonny Knighton				
Desirée Dyer				
Owen Adams				
Beth Gondos				

CERTIFICATION

The foregoing Resolution was duly voted upon by the Council on _____ day of _____, 2024, at a General Meeting with a vote of _____ in favor and _____ opposed, _____ abstaining, and _____ absent, pursuant to the authority vested in the Council by the Constitution of the Upper Mattaponi Tribe.

Secretary of the Council or Designee

ADDENDUM FOR TRIBAL CLIENTS

In consideration for Rockefeller Financial LLC (“Rockefeller Financial”) opening and continuing brokerage accounts, and National Financial Services LLC (“NFS”) carrying such accounts, for the Upper Mattaponi Tribe (“You” or the “Tribe”), a federally recognized Tribe with sovereign immunity from unconsented suit, You, Rockefeller Financial, and NFS (collectively the “Parties” and individually a “Party”) agree as follows:

1. Existence and Standing.

The Tribe is federally recognized as an Indian tribe and appears on the latest list of *Indian Tribal Entities Within the Contiguous 48 States Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs*, 89 Fed. Reg. 944. The tribal Articles of Association were duly and validly adopted, is the only governing document of the Tribe, and is the valid and governing law of the Tribe. The Tribe certifies it has all requisite power and authority to execute and deliver the Addendum to which it is a party, and to perform obligations under said document.

2. Authorization and Validity.

The Tribal Council is the governing body of the Tribe. The execution, delivery, and performance by the Tribe under this Addendum has been duly authorized by all necessary tribal actions by the Tribal Council. This Addendum to which the Tribe is a party when executed will constitute the legal, valid, and binding obligations of the Tribe, enforceable against the Tribe in accordance with the terms.

3. No Conflict; Government Consent.

The execution, delivery and performance by the Tribe of the Addendum will not (a) violate any provision of any law, statute, rule or regulation (including any Gaming Law) or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to the Tribe, (b) violate or contravene any provision of the Articles of Association or other tribal governing documents, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which the Tribe is a party or by which it or any of its properties may be bound or result in the creation of any Lien thereunder. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, including the Secretary of the Department of the Interior or the Chairman of the National Indian Gaming Commission, or any subdivision thereof, which has not been obtained by the Tribe, is required to be obtained by the Tribe in connection with the execution and delivery of the Addendum.

4. Exhaustion of Tribal Remedies.

As authorized by resolution of the Tribal Council, dated _____ and attached hereto, the Tribe hereby agrees that any action to enforce the agreement to arbitrate or for the entry of judgment on and enforcement of an arbitration award may be brought in any federal or state courts located in

Arizona. The Tribe expressly waives any application of the exhaustion of tribal remedies doctrine that might otherwise require, as a matter of law or comity, that a dispute be heard first in a tribal court. No action with respect to any disputes, controversies or claims between You, Rockefeller Financial and/or NFS arising in any way from Your accounts, orders, transactions, or the construction, performance or breach of this Addendum or any Agreement between or among the Parties may be brought in tribal court without the prior written consent of Rockefeller Financial and NFS.

5. Tribal Sovereign Immunity; Consent to Jurisdiction.

As authorized by resolution of the Tribal Council, dated _____ and attached hereto, the Tribe waives its sovereign immunity (and any defense based thereon) with respect to any action or proceeding arising out of or relating to this Addendum or the underlying brokerage account and agrees to arbitrate any such dispute or controversy in accordance with Section 11 of this Addendum. The Tribe submits to the nonexclusive jurisdiction of any federal or state courts located in Arizona that may have jurisdiction with respect to any action or proceeding arising out of or relating to this Addendum or the underlying brokerage account, or for recognition or enforcement of any arbitration award and/or judgment rendered in such action or proceeding pursuant to Section 11 of this Addendum, and each of the Parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Arizona federal or state courts. Each of the Parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

6. Waivers Irrevocable

You expressly and unconditionally agree that the waivers in Sections 4 and 5 above are irrevocable and survive the termination of this Addendum and any related Agreements.

7. Venue.

The Tribe, Rockefeller Financial, and NFS each consents to the jurisdiction and venue of any court referred to in Section 5 and waives any argument that venue in such forums is not convenient. In the event any Party commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Addendum, any Party against which the action is brought, at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

8. Minor Trust Instructions.

To the extent that the Tribe is investing funds that are part of a tribal trust fund for minor members of a Tribe or subject to the requirement of a tribal trust fund, the Tribe hereby promises, agrees and certifies that the investment instructions provided by the Tribe to Rockefeller Financial will comply with all legal requirements applicable to such funds. Additionally, the Tribe shall furnish

a copy of the Tribe's federally approved Revenue Allocation Plan, as discussed at 25 U.S.C. § 2710(b)(3), where said minor trust is funded with Indian gaming revenue.

9. Designated Individual.

You hereby designate the following person(s), and only the following person(s), as having exclusive authority to provide instructions to Rockefeller Financial with respect to Your accounts:

- Chief W. Frank Adams
- Owen C. Adams
- Steven Tupponce

10. Source of Funds.

You represent that none of the funds or other property invested or to be invested by You in accordance with the Agreements and this Addendum constitute funds held by the United States in trust for You or members of Your Tribe, or funds obtained by You or members of your Tribe from the United States of America or any State government or agency for the purpose of carrying out projects or programs specified by the United States of America or by any State government or agency.

11. Arbitration of Disputes.

This Addendum contains a pre-dispute arbitration clause. Under this clause, which is binding on all Parties, You, Rockefeller Financial, and NFS agree as follows:

A. All parties to this Addendum are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.

D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Addendum.

All controversies that may arise among You, Rockefeller Financial and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction or transaction, or the continuation, performance, interpretation or breach of this or any other Agreement between You, Rockefeller Financial, and NFS whether entered into or arising before, on or after the date Your account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as You may designate. If You designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then You shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If You do not notify Rockefeller Financial and NFS in writing of Your designation within five (5) days after such failure or after Rockefeller Financial or NFS receives from you a written demand for arbitration, then You authorize Rockefeller Financial and/or NFS to make such designation on Your behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. You agree that judgment upon any arbitration award may be entered in any court of competent jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) You are excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Addendum except to the extent stated herein.

12. Governing Law.

This Addendum and the Agreements referenced below and the enforcement of this Addendum and Agreements referenced below are governed by the laws of the State of New York, except with respect to its conflicts-of-law provisions.

13. Conflicts.

In the event of any conflict between this Addendum and the Agreements referenced below, each Party affirmatively agrees that the language of this Addendum controls.

14. Definitions.

The term "Agreement" or "Agreements" as used in this Addendum means any agreement(s) between You and Rockefeller Financial or between You and NFS, whether already executed or to be executed in the future, including but not limited to:

1. Brokerage Account Customer Agreement;
2. Cash Management Select Access Features and/or Cash Management Premier Access Features;
3. Client Investment Advisory Agreement;
4. Alternative Investments Addendum and Custody Agreement;
5. Funds Transfer Agreement;
6. Corporate Resolution; and
7. Addendum for Tribal Clients

The terms "You," "Rockefeller Financial," and "NFS" shall also include Your agents, affiliates and assigns as well as the agents, affiliates, and assigns of Rockefeller Financial and NFS.

The term "Parties" means You, Rockefeller Financial, and NFS, as well as Your and their agents, affiliates and assigns.

15. Margin Account and Other Credit Agreements.

Notwithstanding any provision to the contrary in this Addendum, all Margin Account Agreements and any other agreements pursuant to which margin any other form of credit is extended shall be subject to the arbitration, choice of law, and venue provisions set forth in those agreements.

16. Effective Date.

The Effective Date of this Addendum shall be the date on which all required persons below have signed the Addendum.

17. Signature(s) and Date(s)

You acknowledge that Your account is governed by a pre-dispute arbitration clause, which appears in Section 11 above, and that You have read the pre-dispute arbitration clause.

All account holders (including authorized individuals and trustees) must sign and date in accordance with the signature requirements outlines in the account's support documents.

First Name, First M.I. Last Date:

First Name, First M.I. Last Date:

First Name, First M.I. Last Date:

First Name, First M.I. Last Date:

First Name, First M.I. Last Date:

First Name, First M.I. Last Date:

For Branch Use Only
Account and Addendum Accepted in Accordance with Firm Policies

<i>Registered Rep. Name</i>	<i>Signature</i>	<i>Date:</i>
_____	_____	_____

<i>Office Manager/Principal Name</i>	<i>Signature</i>	<i>Date:</i>
_____	_____	_____

