

**RESOLUTION NO. 56 -21
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION**

**A Resolution Approving an Engagement Letter with REDW for the 2020 Audit of the
Yavapai-Apache Nation Enterprise 401(k) Retirement Plan**

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and to act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V (a) of the Constitution; and
- WHEREAS:** The Council is authorized to prescribe employee benefits in accordance with the Nation’s employment policies and procedures as provided under Article V(p) and (q) of the Constitution; and
- WHEREAS:** The Council, as the legislative body of the Nation, is authorized to enact laws, ordinances and resolutions incidental to the exercise of legislative powers as provided under Article V(v) of the Constitution; and
- WHEREAS:** Section 906 of the Pension Protection Act of 2006 (the "PPA") requires Tribal employers to restrict their governmental tax-qualified retirement programs to employees substantially all of whose services are in the performance of essential governmental functions and which are not commercial activities; and
- WHEREAS:** The Council maintains that all functions performed by its employees are essential governmental functions which are not commercial in nature and desires to protect its governmental status to the greatest extent possible; and
- WHEREAS:** The Department of Treasury published Internal Revenue Service Notices 2006-86 and 2007-67 requiring operational good faith compliance with Section 906 of the PPA until final guidance has been published and no such final guidance has been proposed or published as of this date; and
- WHEREAS:** The Nation sponsors two tax-qualified retirement plans for the benefit of its employees, known as the Yavapai-Apache Nation Governmental 401(k) Retirement Plan (the “Governmental 401(k) Plan”) and the Yavapai-Apache Nation Enterprise 401(k) Retirement Plan (the “Enterprise 401(k) Plan”); and
- WHEREAS:** The Nation operates the Enterprise 401(k) Plan in reasonable and good faith operational compliance with the PPA requirements; and

WHEREAS: The Nation engages an independent certified public accountant to audit the Enterprise 401(k) Plan each year to demonstrate reasonable and good faith compliance with the annual reporting obligations applicable to commercial plans under the PPA; and

WHEREAS: REDW has previously performed the audit of the Enterprise 401(k) Plan and is available to perform the audit for the year ending December 31, 2020 as set forth in the engagement letter and for the cost shown on page 7 of the engagement letter (*attached to this Resolution as Exhibit A and incorporated herein by reference*); and

WHEREAS: The Council finds it in the Nation's best interest to approve the engagement letter with REDW for the Yavapai-Apache Nation Enterprise 401(k) Retirement Plan.


NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the engagement letter with REDW for the 2020 audit of the Yavapai-Apache Nation Enterprise 401(k) Retirement Plan (*attached to this Resolution as Exhibit A and incorporated herein by reference*).

BE IT FURTHER RESOLVED that the Interim Director of Human Resources is authorized to execute the engagement letter with REDW as the Chair of the Yavapai-Apache Benefit Plans Administrative Committee which serves as the Plan Administrator.

BE IT FINALLY RESOLVED that the Chairman and Vice-Chairwoman, or either of them, are hereby authorized and approved to take such further action as deemed necessary to carry out the purposes and intent of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on March 25 2021, by a vote of 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Jon Huey, Chairman

ATTEST:



Karla Reimer, Council Secretary

Approved as to Form:

Lisa Estensen
Office of the Attorney General

EXHIBIT A

Engagement Letter with REDW for the 2020 Audit
of the Yavapai-Apache Nation Enterprise 401(k)
Retirement Plan

March 2, 2021

Plan Trustees and Plan Management
c/o Tanya Lewis, Acting Director of Human Resources
Yavapai-Apache Nation Enterprise 401(k) Retirement Plan
2400 West Datsi
Camp Verde, AZ 86322

Dear Plan Trustees and Plan Management:

We are pleased to confirm our understanding of the services we are to provide for Yavapai-Apache Nation Enterprise 401(k) Retirement Plan (the "Plan") for the year ended December 31, 2020, in connection with its annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA). We understand that the Yavapai-Apache Nation is operating the Plan in accordance with ERISA on a reasonable and good faith basis, pending the publication of regulatory guidance for Tribal retirement plans.

Audit Scope and Objectives

Except as described below, we will audit the financial statements of the Plan, an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), as permitted by ERISA Section 103(a)(3)(C) [ERISA Section 103(a)(3)(C) audit]. The financial statements comprise the statement of net assets available for benefits as of December 31, 2020, and the related statements of changes in net assets available for benefits for the year then ended, and the disclosures (collectively, the "financial statements"). We will also report on the supplemental schedules of the Plan for the year ended December 31, 2020. The following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures:

- 1) Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
- 2) Loans or Fixed Income Obligations in Default or Classified as Uncollectible.
- 3) Reportable Transactions.
- 4) Nonexempt Transactions.
- 5) Delinquent Participant Contributions.

These financial statements and supplemental schedules are required to be included in the Plan's Form 5500 filing with the Employee Benefits Security Administration (EBSA) of the Department of Labor (DOL), pursuant to the Nation's reasonable and good faith compliance with ERISA.

Except as described in the following paragraph, the objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAS). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

You have determined it is permissible in the circumstances and elected to have the audits of the Plan's financial statements performed in accordance with ERISA Section 103(a)(3)(C) pursuant to 29 CFR 2520.103-8 of the DOL's Rules and Regulations for Reporting and Disclosure under ERISA. As permitted by ERISA Section 103(a)(3)(C), our audit need not extend to any statements or information related to assets held for investment of the Plan (investment information) by Charles Schwab Bank, the custodian, the trustee, which is a bank or similar institution or insurance carrier that is regulated, supervised, and subject to periodic examination by a state or federal agency, that prepared and certified the statements or information regarding assets so held in accordance with 20 CFR 2520.103-5. Our audit will not extend to the certified investment information, except for obtaining and reading the certification, comparing the certified investment information with the related information presented and disclosed in the financial statements and supplemental schedules, and reading the disclosures relating to the certified investment information to assess whether they are in accordance with the presentation and disclosure requirements of accounting principles generally accepted in the United States of America. Accordingly, the objective of an ERISA Section 103(a)(3)(C) audit is not to express an opinion about whether the financial statements as a whole are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.

Auditor's Responsibilities for the Audit of the Financial Statements

Except as described above, we will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary, except that assets and related transactions certified by the trustee will not be tested. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2)

Plan Trustees and Plan Management

March 2, 2021

Page Three

fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the Plan or to acts by management or employees acting on behalf of the Plan.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS, except as previously noted. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Plan and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments except those certified to by the trustee, and certain other assets and liabilities by correspondence with financial institutions and other third parties. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect

the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In addition, we will perform certain procedures directed at considering the Plan's compliance with applicable Internal Revenue Service (IRS) requirements for tax exempt status and ERISA plan qualification requirements. However, you should understand that our audit is not specifically designed for and should not be relied upon to disclose matters affecting plan qualifications or compliance with the ERISA and IRS requirements. If during the audit we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

Other Services

Jessica Bundy is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We will coordinate with management the timing of the audit and issuance of our report. As you have instructed, our engagement does not include preparation of the Plan's Form 5500.

Statement on Auditing Standards No. 136, *Forming an Opinion and Reporting on Financial Statements of Employee Benefit Plans Subject to ERISA*, requires us to obtain and read the draft Form 5500 to identify material inconsistencies, if any, with the audited financial statements before we date our report. We will, therefore, not issue our auditor's report until the draft Form 5500 has been provided for our review.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statements and Form 5500 services previously defined. We will also assist in preparing the financial statements and related notes of the Plan in conformity with U.S. generally accepted accounting principles based on information provided by you. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to the preparation of the Form 5500 and financial statements, but management must make all decisions with regard to those matters.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and

application of accounting principles; for establishing an accounting and financial reporting process for determining appropriate value measurements; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Plan from whom we determine it necessary to obtain audit evidence. You are also responsible for maintaining a current plan instrument, including all plan amendments; and for administering the Plan and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants to determine the benefits due or which may become due to such participants. You are also responsible for determining whether (1) an ERISA Section 103(a)(3)(C) audit is permissible under the circumstances; (2) the investment information is prepared and certified by a qualified institution as described in 29 CFR 2520.103-8; (3) the certification meets the requirements in 29 CFR 2520.103-5; and (4) the certified investment information is appropriately measured, presented, and disclosed in accordance with the applicable financial reporting framework. You are also responsible for providing to us, prior to the dating of our report, a draft of the Plan's Form 5500 that is substantially complete. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Plan involving (1) Plan management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Plan complies with applicable laws and regulations. You are responsible for the fair presentation of the supplemental schedules and the form and content of the supplemental schedules in conformity with the DOL's Rules and Regulations for Reporting and Disclosure under ERISA. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include

the audited financial statements with any presentation of the supplementary information that includes our report thereon.

You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your personnel will prepare all schedules, analyses, and confirmations we request and will locate any invoices or other documents selected by us for testing. We will provide education as requested by the client, relating to the financial statements and audit process including client responsibilities as noted in this letter.

The audit documentation for this engagement is the property of REDW_{LLC} (REDW) and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of REDW personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the U.S. Department of Labor. The U.S. Department of Labor may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Jessica Bundy is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We will coordinate with management the timing of the audit and issuance of our report.

Our fees for the services described in this letter will be based on the receipt of requested supporting documents as outlined in the options indicated below. You will also be billed for travel time at 50% of our standard hourly rate and other out-of-pocket costs such as report production, word processing, postage, etc. However, these costs can be minimized by providing electronic data via a secure portal in order for much of the work to be done remotely. The fees outlined below are based on anticipated cooperation and preparation of certain schedules and analysis from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed including but not limited to delays in receiving requested information, problems with the accounting system, misplaced records, discovery or indication of fraud, changes in operations, audit adjustments, and that support is received by specified dates.

Options	Start Date	Estimated FS Issuance Date	Engagement Duration	Description	Pricing
Option 1	July 5, 2021	August 23, 2021	8 weeks	100% of accurate PBC items received by June 28, 2021	\$15,000
Option 2	July 5, 2021	September 6, 2021	10 weeks	At least 80% of accurate PBC items received by June 28, 2021, and remaining 20% of accurate PBC items received by July 12, 2021	\$16,000
Option 3	July 5, 2021	September 20, 2021	12 weeks	At least 80% of accurate PBC items received by June 28, 2021, and remaining 20% of accurate PBC items received July 26, 2021	Actual time incurred at 90% of standard billing rates

We have prepared the above table to help the Plan keep costs down, while balancing with staff schedules and ongoing responsibilities. The more timely and efficiently we can get needed information the more efficient we can be in our processes and help pass those efficiencies along to you in cost savings. If there is a different start and/or issuance date you'd like to propose, we'd be open to coordinate something that fits best for you.

We have provided a fee estimate dependent on the level of effort provided by Plan personnel. The fee is based on anticipated efforts by Plan personnel to provide the following:

- ◆ Reconciliation of census data (compensation and employee deferrals) to the underlying payroll records.
- ◆ Preparation of schedules reflecting employee deferrals, loan payments and employer contributions by payroll, and reconciliation to the amounts remitted to the plan.
- ◆ Locate and validate documents supporting employee pay rates and deferral rates, and agree the information to the pay periods selected for testing.

Plan Trustees and Plan Management
March 2, 2021
Page Eight

If any extended audit services are requested by the Plan or required to perform the audit, they would be billed additionally between \$150 and \$380 per hour depending upon the degree of responsibility involved and the experience level of the personnel assigned. In that case, we will discuss the situation with you before proceeding.

Travel time and out-of-pocket costs will be billed as incurred. Outstanding account balances may be charged a late fee at the rate of 1½% per month.

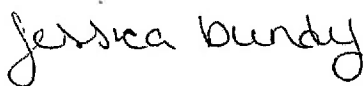
Reporting

We will issue a written report upon completion of our audit of the Plan's financial statements. Our report will be addressed to the Trustees and Plan Participants of Yavapai-Apache Nation Enterprise 401(k) Retirement Plan. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to further modify our report or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our report will include other modifications, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the engagement, we may decline to issue a report or withdraw from this engagement.

We appreciate the opportunity to be of service to the Plan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

REDW_{LLC}

A handwritten signature in cursive script that reads "Jessica Bundy".

Jessica Bundy, CPA
Principal

Plan Trustees and Plan Management

March 2, 2021

Page Nine

RESPONSE:

This letter correctly sets forth the understanding of

Yavapai-Apache Nation Enterprise 401(k) Retirement Plan

Plan Administrator's Signature

Title

Date

Attachment A – Terms and Conditions of Engagement

ATTACHMENT A

Terms and Conditions of Engagement

It is our policy to set forth the terms and conditions under which REDW_{LLC}, and its affiliates (collectively, "REDW" and sometimes we, us, our), will provide the professional and related services to Yavapai-Apache Nation Enterprise 401(k) Retirement Plan ("Client" sometimes you, your) as set forth in the accompanying engagement letter.

By signing the engagement letter, you have agreed to all of the terms and conditions in this Attachment A. In the event that there is a conflict between this Attachment A and the engagement letter, including any Statements of Work or attachments (Agreement), the terms of the engagement letter shall control. Any capitalized terms in this Attachment A that are not defined shall have the meanings in the engagement letter. Please review these terms carefully and contact us immediately with any questions or concerns.

Recognizing that at times REDW's work may pertain not only to you but also to various subsidiaries, affiliates, advisors and contractors, partnerships, companies, heirs, estates, trusts or foundations, you agree, as may be requested by REDW from time to time (including subsequent to completion of the Services), to obtain written consent/acceptance of their agreement to the terms of this Agreement. Furthermore, you represent and warrant that this Agreement shall be binding on each party hereto and on each of our respective subsidiaries, successors, assigns and legal representatives.

SCOPE OF WORK

It is our practice to confirm the scope and nature of our services, which are described in the accompanying engagement letter. If the scope of work changes in a material way from the description in the engagement letter, we will generally send you a new or modified engagement letter. There may be situations where we do not send a new or modified engagement letter when the scope of work changes, however, you agree to the modified scope of work unless you direct us in writing not to pursue the modified scope of work.

FEE SCHEDULE

The fees for the services to be performed by REDW are specified in the engagement letter or an attachment thereto. REDW will timely notify Client if there are changes in the applicable fee schedule. In the absence of a formal engagement letter for a particular matter, the fees for services will be charged based on REDW's standard hourly rates for its employees and contractors. For engagements involving fees based on hourly rates, REDW's hourly rates will not be adjusted during the term of this engagement.

REDW has the right to bill or automatically charge for services. Client shall promptly pay upon receipt of the invoice. Invoices for REDW's fees will be rendered periodically (typically monthly and/or upon completion of major milestones) on open account as work progresses and are payable on presentation. We may require substantial payment for our services prior to completion of the work or delivery of the work product contemplated by the engagement. As set forth in the engagement letter, outstanding account balances may be charged a late fee. Client agrees that our fees and expenses are not contingent on the type of result reached by us, or the ultimate outcome of matters in which our engagement may be used.

In accordance with REDW policy, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

CLIENT RESPONSIBILITIES

With regard to each professional engagement by us, there are responsibilities of Client which enable us to properly provide the services requested by Client. These may be further listed in the text of the engagement letter. The responsibilities are important for REDW to be able to provide its requested services and if Client fails to meet its responsibilities, REDW will either be excused from performance or its performance may be delayed and/or compromised.

In certain engagements, a third party (such as Client's attorneys) will have some responsibilities in connection with the engagement. In such events the engagement letter will specify those responsibilities. Client shall ensure that the third party responsibilities are timely completed.

To the extent that Client provides REDW information as part of its responsibilities, you warrant that information supplied or to be supplied to REDW by you and/or your representatives is complete, accurate and authentic to the best of your knowledge. Our personnel assigned to any work hereunder will not be assumed or deemed to have knowledge of information provided to others, whether external to REDW or in connection with other REDW engagements.

DOCUMENTATION

Our professional standards require us to maintain sufficient documentation to support our work. REDW will maintain this documentation in accordance with our document retention policies, which may be amended from time to time. Documents and information supplied to us will be presumed to be copies of original documents and may be retained by REDW as part of our work documentation. As part of our regular procedures, documents and information supplied to REDW may be saved in electronic format and the physical copies destroyed. REDW will not be responsible for the safekeeping of documents and will not be responsible for documents and information that may be lost, damaged or destroyed. To the extent that we have copies of your information, we will protect and safeguard your information from unauthorized disclosure. Should you request copies of documents and information previously supplied to us, we will make best efforts to comply with the request, and may bill you at standard rates for time and copy charges.

Research, analysis and other work documentation created by REDW for each engagement are the property of REDW and may include proprietary and confidential information. REDW shall be under no obligation to provide Client with any work documentation, working drafts or work products other than the completed final work product(s) (including completed preliminary drafts thereof) agreed to and contemplated by the scope of each engagement. With prior arrangements, our work documentation will be available to Client and/or your representatives for supervised inspection at REDW's offices. If access to any of the materials in REDW's possession relating to an engagement is sought by a third party through a subpoena or other legal process, we will notify Client of such action and cooperate with Client concerning our response thereto. In the event that REDW and/or its representatives are subpoenaed as a result of any work performed in connection with an engagement, Client agrees to compensate us for our time involved in responding to such subpoena(s).

DELIVERABLES

The Client's use of REDW's Services or deliverables (except for copies of filed tax returns) shall in any event be limited to the item's stated purpose (if any) and is not to be relied upon by third parties for any other purposes. You agree to protect our deliverables from unauthorized use and prevent disclosure of the deliverables to unauthorized third parties.

BASIS FOR OUR CONCLUSIONS

Our conclusions provided as part of our Services are limited solely to the matters for which we were engaged. No conclusions should be inferred as to any matters not specifically covered in the Agreement. Further, the conclusions are based upon the facts and information presented by you and may be inapplicable if the actual facts differ from those presented in any respect.

You should understand that the technical issues REDW will address are not free from doubt. Another party, such as a judicial authority or a governmental agency, might reach different conclusions.

ELECTRONIC COMMUNICATIONS

The parties agree to the use of email and other electronic methods to transmit and receive information, including confidential information, between the parties and between REDW and outside specialists or other entities engaged by either us or you. We may use secured portals, share files, and/or a secure cloud based document sharing site (collectively referred to as "secured systems") to provide for the secure transfer of and access to information that we request from you in connection with our work (commonly referred to as PBC's or Prepared By Client schedules), and you agree to comply with the terms and conditions of using such systems.

These secured systems allow us to more efficiently interact with you as we perform our work for you, and access to stored documents and data will be available to you and to us through these means. Documents and data that are delivered and stored through these secured systems are protected and reasonable steps are taken to ensure that your documents and data are safe but, as with any data storage and transfer, there are risks of breach. You are responsible for properly controlling access to and proper use of the secured systems by your personnel. In the event you do not consent to the use of the secured systems, you will need to notify us in writing and as a

result, the cost of our services may increase and the length of time to complete our engagement may also increase.

We take commercially reasonable measures to select, use and/or maintain any electronic communication methods utilized in connection with this engagement. We shall not be liable for any loss, damage, expense, inconvenience, or harm resulting from the loss, delay, interception, corruption, unauthorized access to or alteration of any electronic communication or electronically provided document due to any reason beyond our reasonable control.

EXCLUSIONS

Unless expressly provided for, our services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Moreover, our costs, expenses and time spent in legal and regulatory matters or proceedings to which we are not a party and the services are not at issue, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulation inquiries, whether made at your request, the request of a third party or by subpoena or equivalent, will be billed to you separately at our then current rates. The terms of this paragraph shall apply to any third party proceedings that arise after the termination of this Agreement.

Except as set forth in our engagement letter, our services are not designed to detect fraud, irregularities or misrepresentations in accounting, investment or other materials provided to us or to Client and used in connection with the performance of our services. Our responsibility is limited to the period(s) covered by the services that we provide and does not extend to any earlier or later periods. Should information become known that would make our continued involvement in any engagement inappropriate, we reserve the right to withdraw from the engagement.

LIMITATION OF REDW'S LIABILITY AND DAMAGES

With respect to the Services and this Agreement generally, in no event shall the liability of REDW and its present and former partners, principals, members, officers, directors, employees, agents and contractors for any claim, including but not limited to REDW's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of REDW's gross negligence, willful misconduct or fraud and in such event the damages against REDW shall be limited to the actual amount of damages caused by such gross negligence, willful misconduct or fraud. In no event shall REDW be liable for, and you hereby waive, any indirect, consequential, incidental, special, punitive, exemplary or consequential damages (nor any lost profits, taxes, interest, penalties, loss of savings, or lost business opportunity).

Unless REDW expressly agrees otherwise, REDW shall not be liable for any damages resulting from any delay in the anticipated completion of the work under any engagement.

REDW will not be liable for any claims, costs, damages, losses, penalties or assessments imposed on Client as a result of inaccurate or incorrect information provided by Client or Client's failure to timely supply accurate information to REDW.

LIMITATION ON PERIOD TO FILE CLAIMS

It is expressly agreed that any claim by or on behalf of either party arising out of the Services, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two years from the earlier of: the date that the report or deliverable is issued; or when the claim becomes known.

DISPUTE RESOLUTION

In the event of disputes arising under the Agreement and prior to availing itself of the remedies in this Section, the party raising the dispute shall first advise the other party of the details of the dispute, in writing, with sufficient detail and back-up information to permit the other party to evaluate the dispute. Within ten (10) days (or such extended time as mutually agreed) after written notification of a dispute, representatives of REDW and Client shall meet (in person or via telephone) and endeavor in good faith to reach a resolution of the dispute. Any disputes that are not so resolved within fourteen (14) days (or such extended time as mutually agreed) after the commencement of such good faith efforts may thereafter be pursued in accordance with this Section.

- A. Binding Arbitration. At any time, with or without exhausting all remedies available under the laws of the Yavapai-Apache Nation, either party may elect to submit any disputes or controversies arising under the Agreement to an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association (AAA), before a complex litigation panel of neutral arbitrators chosen by mutual agreement of the parties or (failing that) by AAA in accordance with such rules. Both parties shall be obligated to proceed by said arbitration as the exclusive means of resolving disputes hereunder. Any such arbitration shall proceed in a mutually agreed location in Yavapai County, Arizona. In any arbitration proceeding conducted under the provisions of this Section, both parties shall have the right to conduct discovery, to call witnesses and to cross-examine the opposing party's witnesses, either through legal counsel, expert witnesses, or both. The parties agree to be bound by the award of the arbitrator. Any award against REDW may be confirmed and enforced by Client in any federal or state court of competent jurisdiction. Any award against Client may be confirmed and enforced by REDW only in the Yavapai Apache-Nation Tribal Court.
- B. Limited Waiver of Sovereign Immunity. In order to provide for dispute resolution and the enforceability of the Agreement, Client agrees to a limited waiver of its sovereign immunity from un-consented lawsuits as follows: (1) Client agrees that all unresolved disputes arising under the Agreement shall be submitted to arbitration as provided above under the Section and that such arbitration shall be the exclusive means of dispute resolution under the Agreement; (2) Client agrees that the Yavapai-Apache Nation Tribal Court shall have subject matter jurisdiction for the limited purposes of confirming and enforcing any arbitration award against Client; (3) it is acknowledged and agreed between Client and REDW that the limited waiver of sovereign immunity provided by this Section shall extend only to REDW and shall apply only to an action by REDW to arbitrate and enforce an arbitration award in favor of REDW for any claim for breach of the Agreement, and that this limited waiver shall therefore not extend to or be effective as to any claim or action by any party other than REDW (including without limitation any purported third party beneficiary

of the Agreement); and (4) Client's liability shall be limited to actual unpaid contractual obligations (compensatory damages) and/or specific performance, and shall not in any case include general, consequential, incidental, special, punitive or any other damages, all of which are hereby expressly declared to be outside of the scope of the waiver of sovereign immunity provided under the Agreement.

- C. Applicable Law. The laws of the State of Arizona and United States shall govern the validity and performance of the Agreement as to all matters, without regard to any conflict of laws principle.

INDEMNITY

Client agrees to indemnify and hold harmless REDW, its affiliates, present and former partners, principals, members, directors, officers, employees, agents and contractors for any claim, of and from all liabilities, cost, claims and expenses (including reasonable attorneys' fees) incurred by or imposed on REDW arising out of or in connection with, REDW's performance of its duties under each engagement, except for those arising out of REDW's gross negligence, intentional misconduct, fraud or violation of the terms of the Agreement.

You shall, upon the receipt of written notice, indemnify, defend and hold harmless REDW and its present and former partners, principals, members, directors, officers, employees, agents and contractors (collectively the "Indemnified Party") from and against any liability, damages, fees, expenses, losses, demands and costs (including defense costs) associated with any claim arising from or relating to: (i) your misrepresentations; (ii) any third party claims related to the Services provided under this Agreement; or (iii) false or incomplete information provided to us by you or your agents. You agree to reimburse the Indemnified Party for all reasonable expenses including reasonable attorney's fees and expenses, as they are incurred in connection with the investigation of, preparation for, or defense of, any pending or threatened claim or action or proceeding arising therefrom, whether or not REDW is a party.

NON-SOLICITATION OF EMPLOYEES

Client understands and agrees that REDW makes a substantial investment in attracting, training and retaining its team members. Loss of team members results in real and immediate costs to REDW. Client agrees that, unless specifically authorized in advance and in writing by the Managing Principal of REDW, Client will not, during the period of time employee is employed by REDW, and for a period of twelve (12) full calendar months after termination of the client's engagement with REDW for any reason, directly or indirectly solicit, encourage, or induce any employee of REDW to leave the employment of REDW. Client agrees that if at any time during the period of time employee is employed by REDW, and for a period of twelve (12) full calendar months after termination of the engagement with REDW, whether or not employee remains employed by REDW during the waiting period, Client or any other entity with which Client is affiliated, employs or otherwise engages an employee of REDW as an employee or independent contractor, Client will be deemed to have violated this restriction and agrees to pay REDW as liquidated damages an amount equal to the total Form W-2 compensation paid by REDW to the former employee during the three (3) full calendar months ending the month in which such former employee terminated his/her employment with REDW.

TERMINATION AND AMENDMENT

An engagement may be terminated by either party upon thirty (30) days' written notice to the other party. Notwithstanding the foregoing, REDW may immediately terminate this Agreement in whole or in part, without further obligation to Client in the event that Client commits a material breach of this Agreement. A material breach shall include, without limitation, any failure to timely pay REDW's invoices as set forth in the engagement letter or in the event Client shall fail or refuse to furnish any information requested by REDW in writing which is necessary to enable REDW to properly perform its services. Further, REDW shall have the right to terminate this Agreement if it discovers practices by you that we deem dishonest, fraudulent, or illegal; or we determine that in our professional judgment, the circumstances require termination of any or all Statements of Work. In the event that either party terminates this Agreement or any or all Statements of Work as set forth in this section, you agree to pay us for the Services, including out-of-pocket expenses and costs, rendered up to the date of such termination.

GOVERNING LAW

This REDW engagement is governed by the laws of the state of Arizona, except as superseded by any applicable federal law, without regard to any conflict of laws principle.