

The Volkswagen Diesel Emissions Environmental Mitigation Trust for Indian Tribe Beneficiaries

In accordance with Paragraph 5.0.5.5.5 of the modified trust agreement for the Volkswagen Diesel Emissions Environmental Mitigation Trust for Indian Tribe Beneficiaries (the “Indian Tribe Trust”), as modified, and filed with United States District Court for the Northern District of California (the “Court”) on October 23, 2023 (the “Modified Trust Agreement”), Wilmington Trust, N.A., as Trustee (the “Trustee”) hereby provides:

- I. Aggregate final allocation amount to all participating Designated Beneficiaries: \$3,944,032.48.
 - a. See the Notice of Final Allocations to Designated Beneficiaries dated December 29, 2023, posted on the public-facing website, for allocation amounts per Designated Beneficiary.
- II. Appendix D-7A forms (*see Exhibit A*) and Appendix D-9 (*see Exhibit B*) certifications submitted by Designated Beneficiaries.
- III. Amount of funds transferred to the Final Disposition Account in accordance with subparagraph 5.0.5.5.4: \$929,942.15.
- IV. Total amount of funds in the Final Disposition Account as of the date hereof: \$933,985.32.

All amounts set forth in this notice reflect balances as of January 5, 2024, and are subject to adjustment. Capitalized terms used herein and not otherwise defined herein shall have the respective meaning ascribed to such terms in the Modified Trust Agreement.

BY: Wilmington Trust, N.A. as Trustee of the Volkswagen Diesel Emissions Environmental Mitigation Trust for Indian Tribe Beneficiaries

DATE: January 5, 2024

Exhibit A

Appendix D-7A Forms

(Not applicable)

Exhibit B

Appendix D-9 Certifications

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, _____, Business Department _____, as an authorized representative of Akiachak Native Community _____ "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/23

BY: [REDACTED]
[REDACTED]

IGAP Coordinator
Business Department

FOR: Akiachak Native Community

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, _____, attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023 _____

BY: _____

DocuSigned by:

Signer Name: _____
Signing Reason: I approve this document
Signing Time: _____
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Chief/Chairman
Tanana Chiefs Conference

FOR: _____
AVEC-Anvik Village

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Arctic Village "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, _____, attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023 _____

BY: _____

DocuSigned by:

Signer Name: _____
Signing Reason: I approve this document
Signing Time: _____
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Chief/Chairman

Tanana Chiefs Conference

FOR: _____
Arctic Village

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Asa'carsarmiut Tribal Council, as an authorized representative of Asa'carsarmiut Tribal Council, "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]
[REDACTED]

Tribal Administrator
Asa'carsarmiut Tribal Council

FOR: [REDACTED]
Asa'carsarmiut Tribal Council

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Beaver Village "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY: _____

DocuSigned by:

[REDACTED]
Signer Name

Signing Reason: I approve this document

Signing Time: [REDACTED]

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Chief/Chairman

Tanana Chiefs Conference

FOR: _____

Beaver Village

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, _____, Blue Lake Rancheria, as an authorized representative of Blue Lake Rancheria "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/06/23

BY: [REDACTED]

Resilience Director
Blue Lake Rancheria

FOR: Blue Lake Rancheria

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Business & Economic Development, as an authorized representative of Central Council Tlingit & Haida Indian Tribes of Alaska "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/08/2023

BY: [REDACTED]
[REDACTED]

Director
Business & Economic Development

FOR: _____
Central Council Tlingit & Haida Indian Tribes of Alaska

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, _____, Dept. of Env. and Nat. Res., as an authorized representative of Cheyenne River Sioux Tribe "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: Dec. 15, 2023

BY: [REDACTED]

Director
Department of Environment and Natural Resources

FOR: Cheyenne River Sioux Tribe

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Transportation Department Director, as an authorized representative of Chickaloon Village "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11-29-2023

BY: [REDACTED]
[REDACTED]

Director
Transportation Department

FOR: Chickaloon Village

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak Inc _____, as an authorized representative of Chinik Eskimo Community _____ “Designated Beneficiary,” hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides (“NOx”) where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary’s use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak Inc

FOR: Chinik Eskimo Community

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], CPN Department of Environmental Protection, as an authorized representative of Citizen Potawatomi Nation (CPN) "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]

Assistant Environmental Director

CPN Department of Environmental Protection

FOR: Citizen Potawatomi Nation

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/23

BY: [REDACTED]
[REDACTED]
Accounting Controller
CRIT Accounting

FOR: _____
Colorado River Indian Tribes (CRIT)

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

_____, CSKT Executive Office _____, as an authorized representative of Confederated Salish & Kootenai Tribes "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/11/2023

BY: [REDACTED]
[REDACTED]

Executive Officer
CSKT Executive Office

FOR: Confederated Salish & Kootenai Tribes

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to

Designated Beneficiaries

I, [REDACTED] Program Manager for the Yakama Nation Environmental Management Program, as an authorized representative of Confederated Tribes and Bands of the Yakama Nation "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, Elizabeth Sanchez, attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/06/2023

BY: 

Program Manager
Yakama Nation Environmental Management Program

FOR: Confederated Tribes and Bands of the Yakama Nation
[DESIGNATED BENEFICIARY]

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Natural Resources Department, as an authorized representative of Confederated Tribes of the Colville Reservation "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.



Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, _____, attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023

BY: 
DocuSigned by:
88D7A74C1E2E4E4


Natural Resources Director
Natural Resources Department

FOR: _____
Confederated Tribes of the Colville Reservation

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], [REDACTED] as an authorized representative of Coquille Indian Tribe "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [Name of Authorized Tribal Representative], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/15/2023

BY: [Redacted Signature]
Tribal Council Chairman

FOR: Coquille Indian Tribe

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Elk Valley Rancheria, California Transportation Department, as an authorized representative of Elk Valley Rancheria, California "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/15/2023

BY: [REDACTED]
[REDACTED]

Vice-Chairman

Elk Valley Rancheria, California Transportation Department

FOR: Elk Valley Rancheria, California

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Director, CEDD, as an authorized representative of Fort McDowell Yavapai Nation "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/12/23

BY: [REDACTED]
[REDACTED]

Director

Community Economic Development Division

FOR: Fort McDowell Yavapai Nation

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], City of Galena, as an authorized representative of Galena Village (aka Loudon Village) "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: Dec 7, 2023

BY: [REDACTED]
Shanda Huntington (Dec 7, 2023 14:25 AKST)
[REDACTED]
City Manager
City of Galena

FOR: Galena Village (aka Loudon Village)

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tribal Administrator, as an authorized representative of Guilkana Village Council "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/6/2023

BY:

[REDACTED]
[REDACTED]
Gulkana Village Council
Tribal Administrator
FOR: Gulkana Village Council
[DESIGNATED BENEFICIARY]

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Holy Cross Tribe "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY:

DocuSigned by:
[REDACTED]
Signer Name: [REDACTED]
Signing Reason: I approve this document
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Q1DC20D6D3354701833262021FCD1B82
Chief/Chairman
Tanana Chiefs Conference

FOR:

Holy Cross Tribe

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/23

BY: [REDACTED]
[REDACTED]

General Counsel
Office of the General Counsel

FOR: Hopi Tribe

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Huslia Village "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY:

DocuSigned by:
[REDACTED]
Signer Name: BRIAN RIDLEY
Signing Reason: I approve this document
Signing Time: [REDACTED]
[REDACTED] D6D3354701833262021FCD1B82

Chief/Chairman
Tanana Chiefs Conference

FOR:

Huslia Village

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023

BY: [REDACTED]
[REDACTED]

Secretary/Treasurer

Hydaburg Cooperative Association

FOR: _____
[Hydaburg Cooperative Assiation]

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Koyukuk Native Village "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY:

DocuSigned by:
[REDACTED]
Signer Name: [REDACTED]
Signing Reason: I approve this document
Signing Time: [REDACTED]
DC20D6D3354701833262021FCD1B82

Chief/Chairman
Tanana Chiefs Conference

FOR:

Koyukuk Native Village

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Environmental Protection Office, as an authorized representative of La Jolla Band of Luiseno Indians "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/8/23

BY: [REDACTED]
[REDACTED]

Environmentally signed by [REDACTED]
Date: 2 [REDACTED]
Environmental Director
Environmental Protection Office

FOR: La Jolla Band of Luiseno Indians

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, _____, _____, as an authorized representative of Lower Brule Sioux Tribe "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12-19-2023

BY:

[REDACTED]
[REDACTED]

Tribal Manager

Lower Brule Tribal Farm Corporation

FOR:

Lower Brule Farm Corporation

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Manley Hot Springs Village "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY:

DocuSigned by:
[REDACTED]
Signer Name [REDACTED]
Signing Reason: I approve this document
Signing Time [REDACTED]
C20D6D3354701833282021FCD1B82

Chief/Chairman
Tanana Chiefs Conference

FOR:

Manley Hot Springs Village

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Bois Forte Planning & Community Development, as an authorized representative of Bois Forte Band of Chippewa "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/28/23

BY: [REDACTED]

Grant Manager

Bois Forte Planning & Community Development

FOR: Bois Forte Band of Chippewa

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Fond du Lac Air Quality Program, as an authorized representative of Fond du Lac Band of Lake Superior Chippewa "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12-18-2023

BY: [REDACTED]

Environmental Specialist
Fond du Lac Air Quality Program

FOR: Fond du Lac Band of Lake Superior Chippewa

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/15/2023

BY:

[REDACTED]
[REDACTED]

Assistant Commissioner of Finance
Department of Natural Resources

FOR:

Mille Lacs Band of Ojibwe

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: December 1, 2023

BY:

[REDACTED]
[REDACTED]
Mohegan Environmental Protection Administrator

Mohegan Environmental Protection Department

FOR:

Mohegan Tribe of Indians of Connecticut

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak, Inc., as an authorized representative of Native Village of Brevig Mission "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of Brevig Mission

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/23

BY: [REDACTED]
[REDACTED]

Tribal Administrator
Native Village of Buckland

FOR: Native Village of Buckland

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, _____, Ipnatchiaq Electric Company, as an authorized representative of Native Village of Deering, "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11-13-23

BY: [REDACTED]

General Manager
Ipnatchiaq Electric Company

FOR: Native Village of Deering
Native Village of Deering

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]

Environmental Program Director
Kawerak Inc

FOR: Native Village of Diomede

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, _____, Kawerak, Inc. _____, as an authorized representative of Native Village of Elim _____ “Designated Beneficiary,” hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides (“NOx”) where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary’s use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of Elim

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak, Inc., as an authorized representative of Native Village of Gambell "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023

BY: [REDACTED]
[REDACTED]

Environmental Program Director
Kawerak, Inc

FOR: Native Village of Gambell

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, _____, Tribal President _____, as an authorized representative of Native Village of Kobuk _____ “Designated Beneficiary,” hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides (“NOx”) where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary’s use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: DEC. 11, 2023

BY:

[REDACTED]

[REDACTED]

Tribal President

Native Village of Kobuk

FOR: Native Village of Kobuk

[DESIGNATED BENEFICIARY]

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Native Village of Kongiganak, as an authorized representative of Native Village of Kongiganak, "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 18 DEC 23

BY: [REDACTED]
[REDACTED]

President
Kongiganak Traditional Council

FOR: Native Village of Kongiganak

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, ██████████, Kawerak, Inc., as an authorized representative of Native Village of Koyuk “Designated Beneficiary,” hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides (“NOx”) where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary’s use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of Koyuk

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Alaska Village Electric Coop, as an authorized representative of Native Village of Kwinhagak "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/23

BY: [REDACTED]
[REDACTED]

President
Alaska Village Electric Coop

FOR: Native Village of Kwinhagak

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak, Inc., as an authorized representative of Native Village of Mary's Igloo "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of Mary's Igloo

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Native Village of Minto "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY: [REDACTED]
DocuSigned by: [REDACTED]

Chief/Chairman
Tanana Chiefs Conference

FOR: Native Village of Minto

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak, Inc., as an authorized representative of Native Village of St. Michael "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of St. Michael

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak, Inc., as an authorized representative of Native Village of Savoonga "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of Savoonga

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak, Inc., as an authorized representative of Native Village of Shaktoolik "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of Shaktoolik

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak Inc, as an authorized representative of Native Village of Shishmaref "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/18/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak Inc

FOR: Native Village of Shishmaref

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Native Village of Stevens "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY: [REDACTED]

DocuSigned by:

Chief/Chairman
Tanana Chiefs Conference

FOR: Native Village of Stevens

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Teller Traditional Council

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak, Inc., as an authorized representative of Native Village of Unalakleet “Designated Beneficiary,” hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides (“NOx”) where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary’s use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of Unalakleet

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Kawerak, Inc., as an authorized representative of Native Village of Wales "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of Wales

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Native Village of White Mountain

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Air Quality Program [REDACTED], as an authorized representative of Nez Perce Tribe [REDACTED] "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/6/2023

BY: [REDACTED]

Coordinator
Air Quality Program

FOR: Nez Perce Tribe

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], AVEC, Inc., as an authorized representative of the Noorvik Native Community "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12-15-2023

BY:

[REDACTED]
[REDACTED]

President, Noorvik Native Community

Alaska Village Electric Cooperative, Inc.

FOR:

[REDACTED]

Noorvik Native Community

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Nulato Village "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY: [REDACTED]

DocuSigned by:

[REDACTED]



[REDACTED]

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Chief/Chairman
Tanana Chiefs Conference

FOR: Nulato Village

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries


I, [REDACTED], ^{Financial Accounting Office}, as an authorized representative of Oglala Sioux Tribe "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, , attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: Dec. 15, 2023

BY: 

Treasurer

Financial Accounting Office

FOR: Oglala Sioux Tribe

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Division of Public Works, as an authorized representative of Oneida Nation "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: Dec. 7, 2023

BY: [REDACTED]

Operations Analyst
Division of Public Works

FOR: Oneida Nation

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Organized Village of Grayling "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY:

DocuSigned by:

[REDACTED]

Chief/Chairman
Tanana Chiefs Conference

FOR:

Organized Village of Grayling

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Organized Village of Kwethluk, as an authorized representative of Organized Village of Kwethluk "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/05/23


BY: [REDACTED]

Tribal Administrator
Organized Village of Kwethluk

FOR: Organized Village of Kwethluk

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, , Fallon Paiute-Shoshone Tribe Enviroor, as an authorized representative of Fallon Paiute-Shoshone Tribe "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/12/2023

BY: [REDACTED]
[REDACTED]


Environmental Specialist

Fallon Paiute-Shoshone Tribe Env

FOR: _____
Fallon Paiute-Shoshone Tribe

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, , Pala Environmental Department, as an authorized representative of Pala Band of Mission Indians "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/12/2023

BY: [REDACTED]
[REDACTED]
Air Quality Program Manager
Pala Environmental Department

FOR: Pala Band of Mission Indians

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Division of Planning & Environmental Protection, as an authorized representative of Prairie Band Potawatomi Nation "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/06/2023

BY: [REDACTED]
[REDACTED]

Environmental Manager
Prairie Band Potawatomi Nation

FOR: [DESIGNATED BENEFICIARY]

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/07/23

BY: [REDACTED]
[REDACTED]


Grants & Contract Coordinator

Grants & Contracts - Treasury Dept.

FOR: Pueblo of Isleta

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, , Environmental Protection, as an authorized representative of Quinault Indian Nation, "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/11/2023

BY: [REDACTED]
[REDACTED]
Environmental Health Specialist
Environmental Protection

FOR: Quinault Indian Nation

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], the Red Lake ONR Environmental Program, as an authorized representative of the Red Lake Band of Chippewa Indians "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/27/2023

BY: [REDACTED]
[REDACTED]

Environmental Specialist

the Red Lake DNR Environmental Program

FOR: _____
the Red Lake Band of Chippewa Indians

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Rincon Environmental Department, as an authorized representative of Rincon Band of Luiseño Indians "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/28/23


BY: [REDACTED]
[REDACTED]

Tribal Council President
Tribal Administration

FOR: St. George Traditional Council

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, , Department of Business and Economic Development, as an authorized representative of Alut Community of St. Paul Island Tribal Government "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Environment Division, as an authorized representative of Saint Regis Mohawk Tribe "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/28/2023

BY: [REDACTED]
[REDACTED]
Air Quality Program Manager
Environment Division

FOR: Saint Regis Mohawk Tribe
[DESIGNATED BENEFICIARY]

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], CDD Environmental Protection & Natural Resources, as an authorized representative of Salt River Pima Maricopa Indian Community "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/29/2023

BY: [REDACTED]

CDD Assistant Director
CDD Environmental Protection & Natural Resources

FOR: Salt River Pima Maricopa Indian Community

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], San Pasqual Environmental Department, as an authorized representative of San Pasqual Band of Mission Indians "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/13/2023

BY: [REDACTED]
[REDACTED]

Chairman

San Pasqual Band of Mission Indians

FOR: [REDACTED]

San Pasqual Environmental Department

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Shageluk Native Village, "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY:

DocuSigned by:
[REDACTED]
Signer Name: [REDACTED]
Signing Reason: I approve this document
Signing Time: [REDACTED]
06D3354701833262021FCD1B82

Chief/Chairman
Tanana Chiefs Conference

FOR:

Shageluk Native Village

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Air Quality Department, Manager, as an authorized representative of [Shoshone-Bannock Tribes] "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/20/23

BY: _____

[REDACTED]

Air Quality Manager

Shoshone-Bannock Tribes

FOR: _____

[REDACTED]

Shoshone Bannock Tribes

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries


I, [REDACTED], Human Resources Department, as an authorized representative of Sisseton-Wahpeton Oyate "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.


I, _____, attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: Dec. 15, 2023


Arnold Williams

Director

Human Resources Department

FOR: _____
Sisseton-Wahpeton Oyate

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/19/2023

BY: [REDACTED]
[REDACTED]
Environmental Program Director
Kawerak, Inc.

FOR: Stebbins Community Association

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Office of Tribal Attorney, as an authorized representative of Swinomish Indian Tribal Community "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.


DATED: December 10, 2023

BY: [REDACTED]
[REDACTED]
Staff Attorney
Office of Tribal Attorney

FOR: Swinomish Indian Tribal Community
[DESIGNATED BENEFICIARY]

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, , Quapaw Tribe Environmental Office, as an authorized representative of The Quapaw Tribe of Indians "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.


DATED: 12/14/2023

BY: [REDACTED]
[REDACTED]
Environmental Engineer
Quapaw Tribe Environmental Office

FOR: The Quapaw Tribe of Indians
[DESIGNATED BENEFICIARY]

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries


 Planning & Development Department, as an authorized representative of Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I,  , attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/12/23

BY:



Christina Cartier
Chief Financial Officer
Planning & Development Department

FOR:

Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/06/2023

BY: [REDACTED]

Tribal Chairman
Office of the Environment

FOR: Upper Sioux Community

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED] as an authorized representative of Naterkaq Light Plant "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/7/23

BY:

[REDACTED]
[REDACTED]

Utility manager

[REDACTED] [REDACTED]

FOR:

Village of Chebournak

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Village of Iliamna, as an authorized representative of Village of Iliamna, "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: Dec. 13, 23

BY: [REDACTED]
[REDACTED]
Tribal Administrator
Village of Iliamna

FOR: Village of Iliamna

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Tanana Chiefs Conference, as an authorized representative of Native Village of Venetie "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/14/2023

BY:

DocuSigned by:
[REDACTED]
Signer Name: [REDACTED]
Signing Reason: I approve this document
Signing Time: [REDACTED]
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Chief/Chairman
Tanana Chiefs Conference

FOR:

Native Village of Venetie

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, , Office of the Attorney General, as an authorized representative of White Mountain Apache Tribe "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/12/23

BY: [REDACTED]

Attorney General

Office of the Attorney General

FOR: White Mountain Apache Tribe

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12.8.23

BY: [REDACTED]

[REDACTED]
Tribal Chairman
Yocha Dehe Wintun Nation

FOR: Yocha Dehe Wintun Nation

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Business Sustainability and Auxiliary Services, as an authorized representative of The Chickasaw Nation "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 11/30/23

BY: [REDACTED]
[REDACTED]

Deputy Secretary

Outreach and Services (formerly Business Sustainability and Auxiliary Services)

FOR: The Chickasaw Nation

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED] Secretary of Natural Resources for the Office of the Secretary of Natural Resources, as an authorized representative of the Cherokee Nation "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

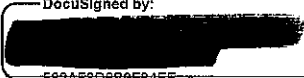

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, Chad Harsha, attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/11/23

BY: 

Attorney General, Cherokee Nation

FOR: Cherokee Nation
[DESIGNATED BENEFICIARY]

APPENDIX D-9

Certification Regarding Receipt and Use of Final Distribution of Trust Assets to Designated Beneficiaries

I, [REDACTED], Director, Environmental Services, as an authorized representative of The Muscogee (Creek) Nation "Designated Beneficiary," hereby certify that the Designated Beneficiary accepts its allocated share of the Final Distribution of Trust Assets to Designated Beneficiaries, as established by application of the allocation formula set forth in Paragraph 5.0.6 and Appendix D-8 of the Indian Tribe Trust. In doing so, the undersigned further certifies that the Designated Beneficiary will:

- (1) use its allocated share of the Final Distribution to fund environmental mitigation projects that reduce emissions of nitrogen oxides ("NOx") where the Subject Vehicles were, are, or will be operated, including (a) projects listed in Appendix D-2; (b) Eligible Mitigation Actions that were approved by the Trustee in connection with the Fourth Funding Cycle but which the Beneficiary was unable to complete due to an unanticipated increase in costs or supply chain delays; and (c) other projects that reduce emissions of NOx; and
- (2) no later than 18 months from the date of the Final Distribution of Trust Assets to Designated Beneficiaries, return to the Trustee in accordance with subparagraph 5.0.5.5.6 any funds that are not used in accordance with (1), above.

Reporting and Publicly Available Information. The Designated Beneficiary acknowledges that any funds it receives in connection with the Final Distribution of Trust Assets to Designated Beneficiaries are subject to the reporting requirement set forth in subparagraph 5.3.1 of the Agreement, which requires the submission of a report regarding the Designated Beneficiary's use of such funds including (a) a complete description of the environmental mitigation projects that were funded with Final Distribution funds, including the cost of each project; and (b) the amount of funds, if any, returned to the Trust. It further certifies that it will maintain and make publicly available upon request all documentation and records supporting expenditures of Trust funds under the Final Distribution until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Indian Tribe Trust Agreement, unless the laws of the Designated Beneficiary require a longer record retention period.

Waiver of Claims. Designated Beneficiary understands that any funds returned to the Trustee in accordance with subparagraph 5.0.5.5.6 will be distributed in accordance with subparagraph 5.4.5 of the Indian Tribe Trust. The Designated Beneficiary expressly waives any claims to those returned funds and all other Trust funds subject to distribution under Paragraph 5.4.5. To ensure the Trust has sufficient funds to maximize the funds for Final Distribution of Trust Assets to Designated Beneficiaries and for orderly termination of the Trust, Designated Beneficiary hereby confirms that it has no claims against the Trust or the Trustee and expressly waives any claims, in law or in equity, against the Trust or the Trustee, that it might acquire now or at any time hereafter, and agrees that it will not initiate suit against the Trust or the Trustee.

Reliance on Certification. The Designated Beneficiary acknowledges that the Trustee is entitled to rely conclusively on, without further duty of inquiry, and shall be protected in relying upon, this Certification.

I, [REDACTED], attest that the information provided in this certification is true and correct and that the submittal of this certification is made under penalty of perjury.

DATED: 12/05/2023

BY: [REDACTED]

Director
Environmental Services

FOR: The Muscogee (Creek) Nation