

TRUST AGREEMENT
OF THE
MTNT SETTLEMENT TRUST

An ANCSA Settlement Trust

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EXHIBIT A

TRUST AGREEMENT OF THE MTNT SETTLEMENT TRUST

There is hereby established the MTNT SETTLEMENT TRUST (the “Trust”) which is a Trust created this _____ day of _____ 2019 effective as described in section 19.9, below. This agreement (“Trust Agreement”) is between MTNT, Ltd. (“MTNT”) an Alaska corporation organized under the Alaska Native Claims Settlement Act, 43 U.S.C. § 1601, et seq., as amended (“ANCSA”), and the trustees (the “Initial Trustees”) identified in the attached Exhibit A (each a “Trustee”; collectively “Trustees”), each of whom is a natural person.

WHEREAS, MTNT, desires to establish a Settlement Trust pursuant to Section 39 of ANCSA.

WHEREAS, the purpose of the Trust is to promote long-term economic stability of the Trust’s Beneficiaries through distributions, minimization of taxes and the delivery of the benefits in various forms; and

WHEREAS, the Board of Directors of MTNT approved the establishment of this Trust and has authorized Michele Christiansen, Chief Executive Officer of MTNT to execute this Trust on behalf of MTNT.

NOW THEREFORE, it is hereby agreed and declared as follows:

1. NAME OF TRUST. This Trust shall be known as the “**MTNT Settlement Trust**” (“MST”).

2. DEFINITIONS. As used in this Trust Agreement, the following terms shall have the following meanings:

2.1 “Beneficial Interest” means any and all interests a beneficiary has as a beneficiary of this Trust, including without limitation, the right to receive distributions in the discretion of the Trustees.

2.2 “Primary Beneficiary(ies)” means the holders of MTNT Stock, defined in section 2.4, below, regardless of whether such MTNT Stock has voting rights or not. A person shall be a Primary Beneficiary of this Trust only while such person owns MTNT Stock. Any shares of MTNT Stock received in a manner not permitted by Section 7(h) of ANCSA will be ignored for purposes of determining the number of shares of MTNT Stock held by such individual.

2.3 “Income” means the total of all earnings of the Trust Fund, including but not limited to interest, rents, ordinary dividends, contributions, any other dividends or capital gains allocated to Income pursuant to this Trust Agreement, calculated on a cash accounting basis.

2.4 “MTNT Stock” means only the equity securities of MTNT that satisfy the definition of “Settlement Common Stock” set forth in ANCSA. Any other equity securities issued by MTNT are not “MTNT Stock.”

2.5 “Material Adverse Effect” means any identifiable event that has a likelihood of frustrating the purposes of the Trust. Examples of a Material Adverse Effect include but are not limited to:

2.5.1 A court decision (whether issued relative to this Trust or another trust) that some or all of the benefits that are authorized in this Agreement cannot be provided in the manner described or cannot be legally provided to the specific beneficiaries that are identified in this Trust Agreement for a specific benefit;

2.5.2 A material change in the provisions of ANCSA pertaining to Settlement Trusts;

2.5.3 Material changes (including adverse interpretations by a court or any taxing authority) in the provisions of the Internal Revenue Code pertaining to or affecting Settlement Trusts, Native Corporations relative to Settlement Trusts, or the beneficiaries of Settlement Trusts, including without limitation, Internal Revenue Code Section 1, Section 139G, Section 247, or Section 646 or any successor statutes;

2.5.4 Material changes (including adverse interpretations by a court or any taxing authority) in the provisions of Alaska state law pertaining to or affecting the taxation of Settlement Trusts, Native Corporations relative to Settlement Trusts, or the beneficiaries of Settlement Trusts;

2.5.5 Significant increases in the income taxes on accumulated Trust Income or Trust distributions;

2.5.6 A failure of Internal Revenue Code Section 646 to apply to this Trust; changes in law which would result in taxation of the Income of this Trust and the distributions by this Trust by a single taxing authority;

2.5.7 Litigation that successfully challenges the Trust in whole or in part; and/or

2.5.8 Restrictions howsoever imposed on the investment alternatives available to the Trust.

2.6 “Minor” shall be a person who is below the age of majority as defined by Alaska law, as such law shall be amended from time to time.

2.7 “Net Income” means the Income remaining after payment of all necessary and proper expenses of administration, but before the payment of any item properly allocated to Principal (including without limitation any taxes, such as income, real estate, or excise taxes allocated to Principal), calculated on a cash accounting basis.

2.8 “Principal” shall mean such items as shall be expressly allocated to Principal by the Trustees.

2.9 “Trust” means the Trust created under this Trust Agreement, as such Trust Agreement may be amended from time to time.

2.10 “Trustees” means the people who manage the Trust. The “Trustees” of this Trust include the Initial Trustees and their successors.

2.11 “Trust Fund” means the initial contribution described in section 14.1, below, all property contributed to this Trust in the future, all Principal, all accumulated Net Income that is being held for possible future distribution, and all rents, dividends, income and profits generated by the property contributed to the Trust.

2.12 Other Terms: other capitalized terms (words or phrases) used in this Agreement and not otherwise defined have the meaning given by ANCSA on the date of this Agreement.

3. SETTLEMENT TRUST DECLARATION AND PURPOSE.

The Trust is, and at all times shall maintain itself as, a “Settlement Trust” within the meaning of ANCSA, 43 U.S.C. § 1602(t), established pursuant to ANCSA, 43 U.S.C. § 1629e. The purpose of the Trust shall be to promote the health, education, and welfare of the Beneficiaries and preserve the heritage and culture of Natives. The Trust shall at all times be operated for the sole benefit of the Beneficiaries in accordance with ANCSA and the laws of the State of Alaska (together, “Applicable Laws”).

4. DISTRIBUTIONS.

4.1 Trust Distributions. The Trustees may distribute some, all, or none of the Net Income, accumulated Net Income, or Principal of the Trust to the beneficiaries as the Trustees shall decide in their sole discretion and as described in this section 4. No distribution is ever required under this section 4. The distribution of Trust assets in any one year shall have no bearing on whether a distribution of Trust assets is made in any other year.

4.1.1 MST Distributions. The Trustees may, in their discretion, make distributions to the Primary Beneficiaries at any time to provide a MST Distribution. Any “MST Distribution” under this section 4 shall be made pro rata to the Primary Beneficiaries according to their proportional ownership of shares of MTNT Stock on the record date for such distribution.

4.1.2 Potlatch Benefits. The Trustees may, in their discretion, make distributions to provide a Potlatch Benefit to honor Alaska Native cultural and traditional practices by providing the family of a deceased Primary Beneficiary with financial support to help cover potlatch expenses. The Trustees may from time to time establish the policies, procedures, eligibility criteria, definitions, determinations and guidelines governing the distribution of Potlatch Benefits in the Trustees’ sole discretion. The Trustees’ decisions regarding whether to provide a Potlatch Benefit for the family of an individual and how to disburse the Potlatch Benefit shall be final.

4.1.3 Educational Benefits. The Trustees may, in their discretion, make distributions to provide an Educational Benefit to one or more beneficiaries for the purpose of personal development or to obtain the skills, training, experience, degrees, certificates and knowledge necessary to participate either in the modern economy as owners, entrepreneurs, and employees or in traditional and customary settings. The Trustees may from time to time establish the policies, procedures, eligibility criteria, definitions, determinations and guidelines governing the distribution of Educational Benefits in the Trustees' sole discretion; provided that each recipient of an Educational Benefit must be either a Primary Beneficiary or the descendant of an Original Enrollee (as defined in section 5, below). Educational Benefits are not intended to be provided on a pro rata basis based on ownership of shares of MTNT Stock, and the Trustees' decisions regarding whether to provide an Educational Benefit to an individual shall be final.

4.1.4 Elder Benefits. The Trustees may, in their discretion, make distributions to provide an Elder's Benefit to the Elder Beneficiaries. An "Elder Beneficiary" is a Primary Beneficiary who satisfies such eligibility criteria as the Trustees may establish, including without limitation, a consideration of any MTNT Stock that is issued specifically to an Elder as defined in ANCSA. Any Elder's Benefit may be made, in the sole discretion of the Trustees, at such date or dates as the Trustees shall determine, either (i) on a pro rata basis based on the number of shares of MTNT Stock held by each Elder Beneficiary, or (ii) in a specified dollar amount to all Elder Beneficiaries, with each Elder Beneficiary receiving the same amount regardless of the number of shares of MTNT Stock each Elder Beneficiary holds. The Trustees may from time to time establish the policies, procedures, criteria, definitions, determinations and guidelines governing the distribution of Elders' Benefits in the Trustees' sole discretion.

4.1.5 Separate Funds. The Trustees may establish separate funds from time to time with Trust assets for specific purposes and for specific beneficiaries as determined in the sole discretion of the Trustees, and may, in their discretion, make distributions in accordance with such funds. The Trustees have absolute discretion regarding the creation of a fund, the determination of the specific purposes and beneficiaries of a fund, and how to make distributions from the fund, and may create such policies, procedures, criteria, definitions, determinations, and guidelines as are necessary to carry out the purposes of the fund provided that (i) any such fund shall benefit only Primary Beneficiaries and/or descendants of Original Enrollees (as defined in this section 4); and (ii) any such fund must be consistent with the purposes of a Settlement Trust pursuant to Section 39 of ANCSA (43 U.S.C. § 1629e).

4.2 No Priority. The provisions of this section 4 are not intended to describe a priority or preferred distribution, and distributions described in this section 4 may be made regardless of whether any distribution is ever made pursuant to any other Section. In determining the eligibility of an individual to receive any distribution other than a MST Distribution, the Trustees may consider the coordination of the benefits provided under this Trust with similar benefits that may otherwise be available to such individual directly or indirectly from MTNT.

4.3 Repurchase of Stock. If the Articles of Incorporation of MTNT are amended to permit the repurchase of MTNT Stock in accordance with Section 7(h)(2) of ANCSA, then in connection with the repurchase of a share of MTNT Stock, the Trustees may in their

discretion (but shall not be required to) distribute to the holder of such share an amount calculated in the Trustees' sole discretion to compensate such individual for the loss of his or her Beneficial Interest in the Trust as a result of the repurchase of his or her MTNT Stock.

4.4 Unclaimed Distributions. Any distributions that have been held and remain unclaimed for five years after the date the distribution would have been issued shall be cancelled and forfeited; with the exception of distributions to Minors without a permanent custodian. Distributions to Minors shall be held until a permanent custodian is established or until the Minor reaches the age of majority. Any distribution that is forfeited will be treated as accumulated and undistributed Net Income of the Trust.

4.4.1 If the Trust is terminated, (i) any distributions that have been held and are unclaimed for one year or more shall be forfeited and distributed proportionately to all other Primary Beneficiaries, and (ii) any distributions that have been held less than one year shall be held until such distributions have been held for a total of one year, at which time the unclaimed distribution shall be forfeited and distributed proportionately to all other Primary Beneficiaries. In addition, if a Primary Beneficiary's share of the final Trust distribution is returned to the Trustees as unclaimed, and remains unclaimed for six months, the unclaimed distribution shall be forfeited and distributed proportionately to all Primary Beneficiaries with known addresses.

5. BENEFICIARIES.

The Primary Beneficiaries of this Trust shall be the holders of MTNT Stock, regardless of whether such MTNT Stock has voting rights or not. Distributions may also be made from this Trust to descendants of Original Enrollees in accordance with section 4, above. References to the "beneficiaries" of this Trust shall include both the Primary Beneficiaries and descendants of Original Enrollees who are not Primary Beneficiaries. For purposes of this Trust Agreement, "Original Enrollee" means a Native as defined in ANCSA who was born on or before, and who was living on, December 18, 1971, and who enrolled as a shareholder of MTNT. A descendant of an Original Enrollee means a lineal descendant of an Original Enrollee, including a child who was adopted by the Original Enrollee (or who was adopted by a descendant of an Original Enrollee) before that adopted child attained the age of majority (as defined by Alaska law), if the adoption is recognized at law or in equity.

6. BENEFICIARY PROTECTION.

No Beneficial Interest in this Trust shall be (i) subject to the claims of any creditor or other person for the beneficiary's debts or legal obligations of any kind, including spousal maintenance, child support, or an equitable division of property incident to the dissolution of marriage; (ii) subject to garnishment, levy, attachment, execution, or any other process or seizure of any court, or an asset of the beneficiary in bankruptcy; or (iii) subject to anticipation, assignment, pledge, sale, gift or transfer in any manner; except that (a) nothing in this section 6 shall be interpreted to restrict a Primary Beneficiary's ability to transfer his or her MTNT Stock to the extent permitted by 43 U.S.C. § 1606(h)(1)(C); and (b) distributions from the Trust to a beneficiary shall be subject to the claims of a creditor of the beneficiary to the same extent as Settlement

Common Stock owned by the beneficiary would be subject to the claims of the creditor pursuant to 43 U.S.C. § 1606(h)(1)(C)(i) or any successor statute governing creditor protection of Settlement Common Stock. In addition to the restrictions contained in 43 U.S.C. § 1629e(c)(8), to the greatest extent permitted by law, the statutory restrictions on alienability that are applicable to Settlement Common Stock of a Native Corporation pursuant to 43 U.S.C. § 1606(h)(1)(B) are hereby incorporated in this Trust Agreement and made fully applicable to the beneficial interests. Any distributions to a beneficiary that are subject to a creditor's claim pursuant to this section 6 may be made directly to the creditor holding the claim.

7. PAYMENTS TO MINOR OR DISABLED BENEFICIARIES.

To the extent that this Trust Agreement requires a notice to be given to a beneficiary who is a Minor or to a person under a legal disability, or any distribution under this Trust becomes due or payable to a Minor, or to a person under legal disability, then the notice shall be given or amounts shall be paid out by the Trustees, in their discretion, to any person who is a custodian for a beneficiary's MTNT Stock (and such person shall automatically be recognized as the custodian for the beneficiary's beneficial interest). Notwithstanding any other provision of this Trust Agreement, the Trustees may hold any distribution that becomes due and payable to a Minor beneficiary in accordance with the practices, policies and procedures of MTNT until such Minor beneficiary attains the age of majority.

8. TRUSTEES.

8.1 Board of Trustees. The Trust shall at all times be managed by the Board of Trustees. The Trustees shall act as a Board of Trustees, and as such shall exercise or direct the exercise of all Trust responsibilities and shall manage the affairs of the Trust. The number of Trustees shall be the same as the number of positions on the MTNT Board of Directors (whether or not such Director positions are filled). The Trustees of the Trust shall be the then incumbent members of the MTNT Board of Directors. Each Trustee shall serve a staggered term coinciding with his or her term as a Director of MTNT. The initial term of each Initial Trustee is set forth in Exhibit A. The term of each Trustee shall begin with his or her appointment, and shall expire at the appropriate succeeding annual meeting of shareholders of MTNT where directors are elected and his or her successor has been appointed. Removal of any director of MTNT pursuant to Alaska law shall be deemed the automatic removal by MTNT of such person as a Trustee for cause. Any vacancies created by the death, incapacity, resignation or removal of a Trustee shall be automatically filled when the corresponding directorship of MTNT is filled, and MTNT shall be deemed to have appointed the incoming Trustee. The Trustees have the authority to act (including unanimous actions) even though there may be one or more vacancies among the Trustee from time to time.

8.2 Annual Meeting. The Trustees shall meet at least once each calendar year (i) within thirty days after the Annual Meeting of MTNT shareholders occurring during such year; or (ii) as the Trustees specify by resolution with regard to a given year. The Trustees shall also meet at the written call of any two Trustees, or the Chair of the Trustees.

8.3 Officers and Employees. The Trustees shall elect such officers as the Trustees deem appropriate, from among their number. The Trustees shall also hire employees and agents as the Trustees deem appropriate.

8.4 Trustee Duties. The duties of the Trustees shall include in addition to the other duties set forth in this Agreement, and subject to the other provisions of this Agreement, the duty:

8.4.1 To immediately ensure the proper custody of all assets contributed to the Trust;

8.4.2 To establish investment policy, to formulate the allocation for the Trust's assets to comprise an investment portfolio and to review such policy and asset allocation at least annually, making such modifications as the Trustees deem necessary;

8.4.3 To determine allocations of various items (in whole or in part) between Principal and Income and to determine whether or not to make discretionary distributions of Net Income or Principal as provided in this Trust Agreement;

8.4.4 To keep all information regarding the Trust and its assets and affairs confidential; provided, however, trustees may use and disclose Trust information in accordance with this Trust Agreement and with generally applicable confidentiality policies approved from time to time by the Board of Trustees; and

8.4.5 To exercise all other powers necessary to carry this Trust into effect, all of which shall be exercised in a fiduciary capacity as provided by Alaska law and this Agreement.

8.5 Quorum. A majority of the Trustees authorized at a given time for the Trust shall constitute a quorum for the transaction of Trust business, whether or not such Trustee positions are then actually filled. As used in this Trust Agreement, and except as otherwise specified, approval by a majority of Trustees shall mean approval by a majority of the Trustees that are authorized at a duly constituted meeting or by written consent.

8.6 Reimbursements. Persons serving as Trustees shall not be paid fees but shall be entitled to receive reimbursement of their reasonable expenses in performing their duties as Trustees of the Trust, but only to the extent that such expenses are not reimbursed by, or otherwise paid by, MTNT.

8.7 No Bond Required. No bond, surety, or security shall be required to secure performance of the Trustee's duties. The Trustees may at the expense of the Trust obtain such Trustees' bonds or insurance as the Trustees deem appropriate.

8.8 Voting. At all meetings of the Board of Trustees, each Trustee shall have one vote. Trustees may not vote by proxy.

8.9 Reliance on MTNT. The Board of Trustees may rely on MTNT to ascertain and communicate with the beneficiaries and Primary Beneficiaries on behalf of the Trust, and to provide accounting and other administrative services for the benefit of the Trust. If MTNT declines to provide such services to the Trust or the Trustees conclude that it would be in the best interests of the Trust to obtain such services from a third party, the Trust may obtain some or all of such services from a third party. MTNT may, at its election from time to time, charge the Trust the commercially reasonable value of such services provided to the Trust payable on commercially reasonable terms.

9. TRUSTEES' POWERS.

In the administration of the Trust, the Trustees shall have such power as shall be necessary and commensurate with their duty to manage the Trust. The powers granted to the Trustees in this Trust Agreement may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of Trustees pursuant to Applicable Law. In general, the Trustees shall have the powers of an individual owner of property who is under no trust obligation. All powers shall be exercised in a fiduciary capacity as provided by Alaska law and this Trust Agreement. By way of illustration and not of limitation (except as expressly indicated), the Trustees shall have the following powers:

9.1 To accept or reject, subject to 43 U.S.C. § 1629e(a)(2), any property from MTNT or from any other person without liability for damage, loss or depreciation in value, and notwithstanding any risk, unproductivity or lack of development or diversification; provided, however, that before accepting any such property, the Trustees shall require the transferor of such property to provide evidence that, in the trustees' reasonable discretion, establishes (i) the property is not contaminated by any hazardous or toxic materials or substances and (ii) such person owns and has the right, power, and authority to transfer good and marketable title to such property to the Trust;

9.2 To hold and continue to hold as an investment the funds or assets received and accepted by the Trustees at any time, so long as the Trustees deem proper, and to invest and reinvest the Trust Fund in any securities or property deemed by the Trustees to be for the best interest of the Trust and the Primary Beneficiaries, including stocks and unsecured obligations, undivided interests, interests in investment Trusts, legal and discretionary common Trust funds, mutual funds, leases, and property which is within or outside of Alaska, except that no investment shall be made which is prohibited for Trusts under ANCSA or by this Agreement or does not meet the policies established by the Trustees;

9.3 To deduct, retain, expend, and pay out of any money belonging to the Trust any and all necessary and proper expenses in connection with the operation and conduct of the Trust, and to pay all taxes, insurance premiums, and other legal assessments, debts, claims or charges which at any time may be due and owing by, or which may exist against, the Trust;

9.4 To vote all securities belonging to the Trust, and to become a party to any stockholders' agreements deemed advisable by the Trustees in connection with such securities;

9.5 To litigate, compromise, settle, arbitrate, or defend any claim or demand in favor of or against the Trustees; to enforce any bonds, mortgages, security agreements, or other obligations or liens held in the Trust; to waive or relinquish, for any purpose or reason (including without limitation to avoid a characterization that the Trust operates as a business) any power or right the Trust may have; and to enter into such contracts and agreements and to make such compromises or settlements of debts, claims or controversies as the Trustees may deem necessary or advisable;

9.6 To incur and pay (whether from Principal or Income or both) the ordinary and necessary expenses of administration including, but not limited to, employee compensation and reasonable attorney, accounting, consultants and other professional fees, and to indemnify any person as the Trustees deem appropriate;

9.7 To act through one or more committees, including committees that are composed in whole or in part by persons who are not Trustees, or through an agent or attorney-in-fact, by and under a power of attorney duly executed by the Trustees, in carrying out any of the powers and duties authorized in this Agreement;

9.8 To determine the manner in which the expenses incidental to or in connection with the administration of the Trust shall be apportioned between Principal and Income;

9.9 To make any division or distribution required under the terms of this Trust in kind or in money, or partly in kind and partly in money. The Trustees shall not be required to make physical division of the Trust Fund except when necessary for distribution of Principal, but may, in their discretion, keep the Principal of the Trust in one or more consolidated funds. The Trustees shall not be required to make any provision for depreciation in respect of any tangible property, or for the purpose of amortizing or making good any amounts paid in premiums on the purchase of securities or of any other property;

9.10 To freely act under all or any of the powers given to the Trustees by this Trust Agreement in all matters concerning the Trust, including without limitation to make discretionary distributions of Net Income and Principal, after forming their judgment based on all the circumstances of any particular situation as to the wisest and best course to pursue in the best interests of the Trust and its Primary Beneficiaries, without the necessity of obtaining the consent or approval of any court;

9.11 To make any election permitted by tax law which is deemed to be in the best interest of the Trust or the Primary Beneficiaries, provided that in all events the Trustees shall timely make and continue in force the election to be governed by Internal Revenue Code Section 646;

9.12 To restate this Trust Agreement without action of the beneficiaries at any time following any modification permitted to be made by this Agreement;

9.13 To invest the Trust Fund in conjunction and/or in common with any other trust funds for which the Trustees as a group are fiduciaries as Trustees, without the need for physical segregation, provided that the Trustees shall maintain sufficient accounting on a separate share basis for the separate shares or all trust funds being so invested so that at all times the Trustees can readily and easily identify and determine the balance of each set of trust funds;

9.14 To borrow at reasonable interest rates and, subject to any restrictions imposed by 43 U.S.C. § 1629e(b)(1)(B) or its successor, grant security interests in Trust assets as security for such loans;

9.15 To make loans with adequate interest and adequate security; and

9.16 To merge this Trust with any other Trust with the same Primary Beneficiaries and the same Trustees, so long as the terms of each Trust Agreement are substantially similar, so that thereafter there is only one Trust.

10. TRUSTEES' STANDARD OF CARE.

10.1 Fiduciary Standards. Each trustee, as a fiduciary, must perform his or her duties solely in the interests of the beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor, acting in a like capacity and familiar with such matters as a lay person and not an expert, would use in the conduct of an enterprise of a like character and with like aims. Each Trust officer is required to discharge his or her duties in good faith and with that degree of care, including reasonable inquiry, which an ordinarily prudent person in a like position would use under similar circumstances.

10.2 Trust Indemnification. The Trust shall indemnify each Trustee and officer of this Trust from any and all loss (including without limitation all attorneys' fees and costs of defense) occasioned by such person's service as a Trustee or officer of this Trust, as the case may be, to the greatest extent permitted by law, except to the extent of actions which do not meet the standard of care required by section 10.1, above.

10.3 MTNT Indemnification. If a Trustee or officer has a right to be indemnified under section 10.2, above, but indemnification cannot be made by the Trust, MTNT hereby agrees to indemnify such Trustee or officer to the extent provided in this section 10.

10.4 Presumption. The Trustees shall be conclusively presumed to have met the standard of care required by section 10.1, above, if they act in good faith in the following circumstances, and the Trustees shall not incur any liability and shall be indemnified for so acting:

10.4.1 The Trustees may act upon any written notice, request, waiver, consent, receipt or other paper or document furnished to them which the Trustees in good faith believe to be genuine, and may rely on both its due execution and the validity and effectiveness of its provisions, and the truth of any information therein contained.

10.4.2 The Trustees may consult with and obtain independent legal and accounting advice with respect to any questions about any provision of this Agreement or about any of the Trustees' duties, and may act in accordance with the opinions and instructions of such legal counsel or accountants.

10.4.3 The Trustees may consult with and obtain investment advice from financial advisors, and may act in accordance with the advice so received. The Trustees may also place some or all of the Trust Fund under the direct management of one or more money managers and permit the investments directed by the money managers to occur.

10.4.4 In making their estimates of Net Income, the Trustees may rely upon the estimates of Net Income made by their financial advisors and money managers, whether the distributions resulting therefrom are an under distribution or over distribution of actual Net Income.

10.4.5 Any claims of damages, causes of actions or rights the Trustees may have against any person (including without limitation, accountants, legal counsel, financial advisors, or money managers) as to an event for which the Trustees' liability has been limited or indemnified under this section 10.4 shall belong to the Trust.

10.4.6 The Trustees do not have an obligation to make any MST Distribution under section 4.1.1, above, but any MST Distribution that is made must be proportionate to the shares of MTNT Stock held.

10.4.6.1 Except with respect to a MST Distribution, the Trustees shall be under no general duty to equate the distributions made under this Trust among the Primary Beneficiaries or to make any additional payments to any beneficiaries, including without limitation to compensate for the fact: (i) that with respect to distributions other than MST Distributions: some Primary Beneficiaries, but not all, may receive distributions; Primary Beneficiaries may receive distributions at a time different from the time other Primary Beneficiaries receive distributions; and that some Primary Beneficiaries may receive distributions in amounts different from the amounts that the other Primary Beneficiaries receive; (ii) that some Primary Beneficiaries may receive distributions from other trust funds and/or entities for which the Trustees are fiduciaries, regardless of the name, title or capacity in which the Trustees have such fiduciary duties; (iii) that except with respect to a MST Distribution, descendants of Original Enrollees of MTNT who are not Primary Beneficiaries may receive distributions; and/or (iv) that various beneficiaries may be subject to different taxation relative to distributions they receive from this Trust (including without limitation differences relating to the taxation of contributions into the Trust and/or taxation of income (including gains or losses) to the Trust).

10.5 Interested Transactions. The Board of Trustees may enter into and approve transactions between the Trust and MTNT (or any other entity in which MTNT has, directly or indirectly, a material financial, equity or management interest), and it is presumed to be consistent with their fiduciary duties, if (i) the relationship is disclosed to the Trustees, (ii) the goods, services or financing obtained by the Trust are reasonably needed by the Trust, (iii) the goods, services or

financing provided by the Trust can be provided consistent with the Trust's policies and without subjecting the Trust to extraordinary risk, and (iv) the purchase price and terms paid by or to the Trust are commercially reasonable and fair. The Board of Trustees may establish an interested transaction policy and may delegate the decision to approve interested transactions to a conflicts committee. A transaction approved by a conflicts committee shall be deemed to satisfy the standards in this section 10.

11. ACCOUNTING TO PRIMARY BENEFICIARIES.

The fiscal year of the Trust shall be the same as the fiscal year of MTNT. The Trustees shall cause to be prepared for each year summaries of the Trust's financial performance, including a summary of the assets and liabilities of the Trust and summaries of all receipts and disbursements, in conformity with the basis of accounting defined in this Agreement. For the avoidance of doubt, an accounting need not identify the amounts distributed to specific beneficiaries, but may instead specify the total amount distributed or spent for each category of distribution or separate fund authorized by section 4, above. Such statements shall be forwarded to the Primary Beneficiaries at least annually in accordance with the requirements for notice under this Trust Agreement in accordance with section 13, below. If a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. Accountings need not be provided to any beneficiaries other than Primary Beneficiaries, and the Trustees shall have no obligation to keep beneficiaries other than Primary Beneficiaries informed regarding the Trust or its administration. The Trustees may at any time render an account of their proceedings for the Trust to the Third Judicial District, State of Alaska, at Anchorage.

12. INFORMATION TO AND FROM MTNT.

The Trustees shall furnish to and request from MTNT whatever information is reasonable and necessary to ascertain the identity of the Primary Beneficiaries, to make any necessary tax elections for the Trust, to determine the tax attributes of the distributions to the Primary Beneficiaries, and to provide required notifications to the Primary Beneficiaries. MTNT has an absolute right to inspect, review and copy all books, records, documents and information of every kind and to inspect the physical properties of the Trust, subject to entering a commercially reasonable confidentiality agreement. The Trustees may rely on any information received by MTNT and shall have no duty or responsibility to independently verify the completeness or accuracy of such information. The Trustees shall provide MTNT with any information MTNT requests concerning actions taken by the Trustees and the operation of the Trust, including a full listing of its assets.

13. NOTICES.

Any person entitled or required to give notice under this Trust shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts. Notice to the Primary Beneficiaries of the Trust may be given, as determined in the Trustees' discretion, in any one or more of the following methods: (a) by mailing notice to the addresses of record with MTNT; (b) by providing

electronic notice to an e-mail address furnished to MTNT or the Trust for any purpose; or (c) by posting notice on MTNT's website.

14. TRANSFER OF ASSETS TO TRUST.

14.1 Initial Contributions. MTNT hereby transfers and delivers to the Trustees \$1,000 to constitute the original assets of the Trust. This property, together with any other property which may hereafter be conveyed to the Trustees shall constitute the Trust Fund and shall be held, administered and distributed as provided in this Agreement.

14.2 Contributions to Trust. MTNT, or any other person or entity, may at any time make contributions to this Trust, by any manner whatsoever permitted by law, in addition to the initial contribution described in Section 14.1, and all such additional contributions shall be governed by the provisions of this Agreement. The Trustees are authorized and empowered, in their discretion, to receive additional contributions and to add the same to the Trust Fund to be administered pursuant to the provisions of this Agreement.

14.3 Endowment Contributions. Notwithstanding any other provision of this Agreement, MTNT or any other person or entity making a contribution may designate at the time of any contribution an amount of such contribution to be held and used by the Trustees as an endowment to provide funding, in whole or in part, for one or more of the benefits described in section 4, above, subject to the limits, terms, identification of beneficiaries, and other conditions set forth in section 4, above. The Trustees shall honor such designation and the amount so designated together with the earnings thereon shall not be used for any other purpose by the Trustees. Contribution of amounts that are not so designated shall be used for any purpose identified in this Agreement.

15. PRINCIPAL AND INCOME.

15.1 Treatment of Indebtedness Purchased at a Premium. In the case of bonds, notes, or other evidence of indebtedness taken or purchased at a premium, the Trustees shall not be required to set aside any part of the income therefrom as a sinking fund to retire or absorb such premium.

15.2 Apportionment Between Principal and Income. The Trustees shall have the right and power to determine how all receipts, disbursements, and gains or losses from the sale of assets held by the Trust shall be credited, charged, or apportioned as between Principal and Income. This power extends to contributions to the Trust. In default of any such determination by the Trustees, the contribution shall be deemed to be Income, whether or not a tax deduction has been claimed for federal income tax purposes by MTNT for such contribution. Net Income not distributed in a given year may, in the discretion of the Trustees, be added to Principal or held as accumulated Net Income for distribution at a later date and time, whether in the same or a different year of the Trust, and upon such terms and conditions as the Trustees may specify.

15.3 Income of the Trust. Notwithstanding the other portions of this section 15, income taxes arising during any period that the Trust has in effect an election under Internal

Revenue Code Section 646 shall be payable from and charged against the annual Income of the Trust for the year in which the income occurs that gives rise to such income taxes; income taxes arising during any period that the Trust does not have in effect an election under Internal Revenue Code Section 646 shall be payable from and charged against Principal to the extent Principal exists, otherwise against income.

16. ANCSA PROHIBITIONS ON TRUST ACTIVITY.

16.1 General ANCSA Prohibitions. This Trust shall not engage in any activity that ANCSA prohibits for Settlement Trusts.

16.2 Specific ANCSA Prohibitions. Without limiting the generality of section 16.1, above, so long as such activities are prohibited by ANCSA, the Trust shall not:

- (i) Alienate land or any interest in land that was conveyed to MTNT under ANCSA and received from MTNT; provided, however, that the Trustees may: (a) lease, sell or license the use of such Trust lands to MTNT for fair and adequate consideration; and (b) if, and to the extent, permitted by 43 U.S.C. § 1629e(b)(1)(B) or its successor, lease, sell or license the use of such Trust lands to third parties for fair and adequate consideration;
- (ii) Operate as a business;
- (iii) Discriminate in favor of a group of individuals composed only or principally of the officers, directors or employees of MTNT or the Trustees; or
- (iv) Receive a conveyance of a subsurface estate in land that was conveyed to MTNT under ANCSA.

16.3 Equity Ownership. Ownership by the Trust of less than a majority of the equity in another entity that owns or operates a business shall not cause the Trust itself to be deemed to operate as a business in contravention of ANCSA.

16.4 Relinquishment of Power, Right, or Authority. To avoid a characterization that the Trust operates as a business, the Trustees may by written instrument at any time rescind or relinquish any power, right, or authority over any business or asset retroactively, so that such power, right, or authority over such business or asset shall be deemed for all purposes never to have existed.

16.5 Adverse Impact. If a court of competent jurisdiction determines that this Trust is operating as, or has previously operated as, a business, then it is the primary intent of this Agreement that any adverse impact to the Trust (including without limitation the Trust's qualification as a Settlement Trust under ANCSA) be minimized to the greatest extent possible in order to minimize adverse impacts to the Primary Beneficiaries. It is a secondary intent of this

Agreement that the legal power of the Trust to validly function with regard to third parties shall be preserved to the greatest extent possible so that legitimate interests and expectations of such third parties can be protected. Accordingly, the sole remedy imposed by the court shall be to retroactively declare that any power of the Trustees over any business or asset owned by the Trust is null and void, so that the power shall be deemed for all purposes never to have existed; provided that if the Trustees have already acted on a power over a business or asset that the court determines constitutes the Trust operating as a business, and any third parties have relied on the Trustees' actions, the court may instead fashion an equitable remedy that protects the status of this Trust as a "Settlement Trust" within the meaning of ANCSA and minimizes adverse impacts upon the Primary Beneficiaries, while preserving to the extent practicable the legitimate interests and expectations of third parties.

16.6 Settlement Trust Definition. In no event shall any court determine that this Trust is invalid or fails to satisfy the definition of a "Settlement Trust" under ANCSA solely because the Trust has been found to operate as a business.

17. CONTINUATION AND TERMINATION OF TRUST.

17.1 Perpetual Trust. The Trustees may continue the administration of this Trust in perpetuity, as expressly permitted by 43 U.S.C. § 1629e(b)(4).

17.2 Termination of Trust. The Trustees may terminate the Trust for any of the following reasons:

17.2.1 If an external event occurs that will have a Material Adverse Effect on the Trust (including without limitation, the ability of the Trust to fulfill its purpose), as determined by the affirmative vote of a two-thirds majority of the Trustees, the Trustees may terminate the Trust in accordance with this section 17 (or modify the Trust in accordance with section 18, below). The findings of the Trustees must be made, and, if applicable, the petition or complaint for a judicial determination must be filed, within twelve (12) months after the effective date of the external event or else the external event cannot be found to have a Material Adverse Effect.

17.2.2 If a "Restructuring Event" as defined in this section 17 occurs, the Trustees may terminate the Trust in accordance with this section 17 (or modify the Trust in accordance with section 18, below). A "Restructuring Event" means the dissolution of MTNT, the elimination of the transfer restrictions applicable to MTNT Stock pursuant to Section 7 of ANCSA, the issuance of additional MTNT securities that are not MTNT Stock, or the merger of MTNT with one or more other Native Corporations, regardless of whether MTNT would be the surviving entity.

17.2.3 Without regard to any statute authorizing the termination of a trust having a total value less than a specified dollar amount, the Trustees may terminate the Trust if the Trustees conclude that the value of the Trust property is insufficient to justify the cost of administration.

17.3 Judicial Approval. The Trustees may but are not required to seek approval for the termination of the Trust from the Superior Court for the Third Judicial District, State of Alaska, at Anchorage. The Trustees shall be the only necessary parties to any such court action, although the Primary Beneficiaries shall receive notice of such action in accordance with section 13, above, and they may appear in such action at their own expense. A termination under section 17.2, above, may occur at any time during the term of this Trust. The termination shall be effective on the date determined by the Trustees.

17.4 Terminating Distributions and Wind-Up. If the Trust is to be terminated, the Trustees, after paying all necessary and proper expenses of administration, including its fees, and income taxes due from the Trust, and subject to the other provisions of this Agreement including without limitation section 15, above, shall distribute the balance of the Trust Fund to the Primary Beneficiaries pro rata based on shares of MTNT Stock held (and if the Trust is to be terminated as a result of a Restructuring Event, to the Primary Beneficiaries pro rata based on shares of MTNT Stock held immediately prior to the Restructuring Event). The Trustees shall have all powers appropriate to wind up the administration of the Trust and to distribute the remaining assets of the Trust to the persons entitled to them, and shall have the power to retain a reasonable reserve for the payment of debts, expenses, and taxes.

18. AMENDMENTS TO THE TRUST. The Trust may be amended as follows:

18.1 Trustees' Technical Amendments. At any time during the term of this Trust, the Trustees may amend any technical aspect of the Trust, including, but not limited to:

- (i) the timing of distributions,
- (ii) the voting procedures to be used by the Trustees,
- (iii) the Trustees' powers,
- (iv) the date for the annual meeting of the Trustees,
- (v) the numbering of sections, pages, and cross-references,
- (vi) correction of any obvious typographical error or clarification of any provision hereof to better reflect intent,
- (vii) the need for bonding of the Trustees,
- (viii) the clarification, amendment or restatement of any power of the Trustees as necessary to accomplish the purposes of this Trust,
- (ix) any amendment that is necessary to avoid a frustration of the purposes of this Trust, including any amendment necessary to permit the Trust to continue to qualify as an Alaska Native Settlement Trust under ANCSA,

- (x) any amendment as may be necessary to take advantage of changes in applicable law, including without limitation, ANCSA and tax laws, or to obtain favorable rulings or avoid unfavorable rulings from the Internal Revenue Service, and/or
- (xi) any amendment that is necessary to reflect any amendment to Alaska state law or federal law including without limitation ANCSA or to comply with any court ruling (whether issued relative to this Trust or relative to another trust or Settlement Trust) that some or all of the benefits that are authorized in this Agreement cannot be provided in the manner described or cannot be legally provided to the specific beneficiaries that are identified in this Trust Agreement for a specific benefit.

An amendment made pursuant to this section 18 shall be made in writing and may be reflected in a separate Amendment or a restated Trust Agreement between MTNT and the then-serving Trustees of the Trust, as selected by the Trustees. The Trustees may also amend the Trust to account for unforeseen circumstances, including without limitation in the event of a Restructuring Event as defined in section 17.2.2, above. In addition, If MTNT amends its Articles of Incorporation to authorize the issuance of additional shares of Settlement Common Stock as permitted by ANCSA, 43 U.S.C. § 1606(g)(1)(B) or § 1606(g)(1)(C) or otherwise, the Trustees may amend this Trust Agreement to explicitly provide that such additional shares of Settlement Common Stock qualify as MTNT Stock and that owners of such additional stock shall be Primary Beneficiaries; provided, however, that Settlement Common Stock having greater or lesser per share voting power, as provided in ANCSA, 43 U.S.C. § 1606(g)(1)(C), shall not have a greater or lesser beneficial interest than other MTNT Stock. The Trustees' amendment under this paragraph shall be deemed consistent with their fiduciary duties, and the then-existing holders of MTNT Stock shall not be entitled to receive any compensation as a result of the expansion of the class of Settlement Common Stock constituting MTNT Stock.

18.1.1 Notwithstanding any provision of this Trust Agreement and by way of example and not of limitation, the Trustees may not use the powers contained in section 18.1, above, to revoke the Trust, to change the designation of the Directors of MTNT as the Trustees (in those circumstances in which this Trust Agreement indicates MTNT's directors are to serve as the Trustees) or to cause the Trust Fund to revert in any manner to MTNT.

18.2 Amendment by Court Proceeding. At any time the Trustees may, through any appropriate pleading (including a petition) request the Superior Court, Third Judicial District, at Anchorage, Alaska, to reform this Trust Agreement in any manner (including without limitation in circumstances that constitute a Material Adverse Effect or to approve amendments that could be made by the Trustees pursuant to section 18.1, above); provided that the Trust Agreement may not be modified to cause the Trust Fund to revert in any manner to MTNT. The Trustees shall be the only necessary parties to such proceeding, although the Primary Beneficiaries shall receive notice of such action in accordance with section 13, above, and they may appear in such action at their own expense.

18.3 Notice of Amendments. The Trustees shall notify the Primary Beneficiaries of any amendments made to the Trust Agreement in accordance with section 13, above.

19. GENERAL PROVISIONS

19.1 Savings Clause. If any provisions of this Trust are unenforceable, the remaining provisions shall nevertheless be carried into effect.

19.2 Headings. Headings used in this Trust are inserted for convenience only and shall be disregarded in construing this Trust.

19.3 Applicable Law and Registration. All questions pertaining to the validity, function and administration of this Trust shall be determined in accordance with the laws of the State of Alaska. The principal place for administration of the Trust as defined in A.S. 13.36.005 et seq. is Anchorage, Alaska and upon approval of this Trust as a Settlement Trust by the shareholders of MTNT in accordance with ANCSA, this Trust shall be registered with the Clerk of the Court, Third Judicial District, Anchorage, Alaska.

19.4 Bylaws. Subject to the requirements of this Trust Agreement, the Trustees may, but are not required to, adopt bylaws for the regulation of the internal affairs of the Trust, including for Trustee meetings and unanimous actions by Trustees without a meeting.

19.5 Exclusive Jurisdiction and Venue. In the event that a question, dispute or requirement for interpretation or construction should arise with respect to this Agreement, the jurisdiction and venue therefor shall lie exclusively with the courts for the Third Judicial District for the State of Alaska, at Anchorage, Alaska, or, alternatively, with the United States District Court for the District of Alaska, at Anchorage, Alaska, unless a nonwaivable Federal or Alaska law should require to the contrary.

19.6 Waiver. The failure by any party to object or assert any demand, protest, claim or defense with respect to any default under, or breach of this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the event of any future or continuing default under or breach of this Agreement.

19.7 Interpretation. The language in all parts of this Agreement shall be construed (a) according to its fair meaning and common usage and (b) not strictly for or against any party to this Agreement. Unless expressly provided for to the contrary in this Agreement or the context otherwise requires, the following rules of interpretation and construction shall apply to this Agreement.

19.7.1 Number and Gender. In this Agreement, the neuter gender shall include the masculine and the feminine, and vice versa; the singular number shall include the plural, and vice versa; and the word “person” shall include a natural person, corporation, partnership, joint venture, association, firm, syndication, trust, and governmental or municipal corporation, department, body, instrumentality or agency; provided, however, that the term “person” shall refer only to a natural person when such reference is to a Trustee.

19.7.2 Mandatory and Permissive. “Shall,” “must,” “will,” and “agrees” are mandatory, except to the extent the context clearly and unequivocally requires otherwise. “May” is permissive and means “may, but is not obligated to.”

19.7.3 Inclusive Terms. “Including” means “including, but not limited to.” “Include” means “include, but not be limited to.” “Any” means “any and all.” “At any time” means “at any time and from time to time.” “Any such” means “any or all of such.”

19.7.4 Withholding or Delaying Consent or Approval. If a party is required not to unreasonably withhold its consent or approval, that party shall also be required to not unreasonably delay its consent or approval.

19.7.5 Marginal Titles and Headings. The marginal titles, subtitles, headings and subheadings of the paragraphs, subparagraphs, sections and subsections herein are intended to be for reference and for the sake of convenience only and shall not be construed to narrow or broaden the scope of or affect whatever interpretation or construction would otherwise be given to the plain and ordinary meanings of the words herein.

19.8 Third Party Reliance. No person dealing with the Trust or with the Trustees in any manner (including without limitation in purchasing, renting, or leasing any of the property of the Trust) shall be required to inquire into the authority of the Trustees to enter into any transaction, or to account for the application of any money paid to the Trustees on any account. A certificate signed and acknowledged by the Trustees stating any fact affecting the Trust or this Agreement will be conclusive evidence of such fact in favor of any person dealing in good faith with the Trustees.

19.9 Acceptance/Effective Date. Subject to the other provisions of this Trust Agreement, the Trustees hereby accept the Trust as governed by the provisions of this Trust Agreement. This Trust shall become effective when executed by MTNT and the initial trustees. Each Initial Trustee shall serve as Trustee of this Trust upon signing this Trust Agreement. Any person accepting election or appointment after this Agreement as Director of MTNT, Ltd. subject to the other provisions of this Agreement, shall be deemed to have automatically executed this Trust Agreement and accepted the fiduciary duties imposed by this Trust Agreement. The Trustees, by execution hereof, acknowledge receipt of the initial contribution described in section 14.1, above.

19.10 Irrevocability. This Trust is irrevocable, and MTNT shall not have the right or power to alter, amend, revoke or terminate this Trust. In no event shall the Trust Fund ever revert to MTNT.

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19.11 Counterparts. This Agreement may be executed in counterparts, so long as each of the parties to this Agreement executes at least one counterpart. All such executed counterparts shall collectively constitute one and the same original document.

IN WITNESS WHEREOF, this Trust Agreement is entered to be effective as above.

MTNT, Ltd.

By: _____
Michele Christiansen
Chief Executive Officer

Dated: _____, 2019

TRUSTEES

Nicole Borromeo

Melody Magnuson-Strick

Joseph Frank

James Vanderpool

Theresa Fox

Claude Petruska

Gina Dementoff-McKindy

Steve Eluska

EXHIBIT A

<u>Initial Trustee</u>	<u>Initial Term</u>
Nicole Borromeo	2019 - 2021
Melody Magnuson-Strick	2019 - 2020
James Vanderpool	2019 - 2020
Claude Petruska	2019 - 2021
Joseph Frank	2019 - 2020
Gina Dementoff-McKindy	2019 - 2021
Steve Eluska	2019 – 2022
Theresa Fox	2019 - 2022
	2019 - 2022