

**RESOLUTION NO. 20-10**

**COUNCIL OF THE CHEROKEE NATION**

**A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE GLENN L. AND FAYE V. GAMMON EDUCATIONAL TRUST FOR THE CHEROKEE NATION HIGHER EDUCATION PROGRAM**

**WHEREAS**, the Cherokee Nation since time immemorial has exercised the sovereign rights of self government on behalf of the Cherokee people; and,

**WHEREAS**, the Cherokee Nation is a federally recognized Indian Nation with a historic and continual government to government relationship with the United States of America; and,

**WHEREAS**, the Cherokee Nation Constitution Article 7 § 9 states “The Principal Chief shall cause the laws of the Cherokee Nation to be faithfully executed, and shall conduct in person and in such manner as shall be prescribed by law, all communications and business of the Cherokee Nation. The Principal Chief may cause to be formed and operated, trusts, the beneficiary of which shall be the Cherokee Nation and these trusts shall be granted such powers as provided by law for public trusts. Authorization for these trusts, however, must be approved by a majority vote of the Council”.

**WHEREAS**, the Cherokee Nation has been named as a beneficiary in the Glenn L. and Faye V. Gammon Will and Trust;

**WHEREAS**, a Trust Agreement Creating the Glenn L. and Faye V. Gammon Trust was entered into at Irving, Dallas County, Texas on the 20<sup>th</sup> day of July, 1995, by and between Glenn L. Gammon and Faye V. Gammon, of Irving, Dallas County, Texas;

**WHEREAS**, the disposition of the Glenn L. and Faye V. Gammon Estate provides the Nation be the recipient of one equal share of the assets and property comprising the principal of the same and shall be distributed in fee simple and free of trust in equal shares;

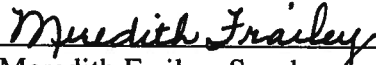
**WHEREAS**, the distribution of the principal at the bequest of Glenn L. and Faye V. Gammon is for the Cherokee Nation Higher Education Program for the establishment of the Glenn L. and Faye V. Gammon Educational Trust. Upon fulfillment of the terms of the trust agreement, the Cherokee Nation, as a designated beneficiary, shall receive the amount of \$290,625.

**BE IT RESOLVED BY THE CHEROKEE NATION TRIBAL COUNCIL** that it authorizes the execution of the terms outlined in the trust agreement for the establishment of the Glenn L. and Faye V. Gammon Educational Trust. The Glenn L. and Faye V. Gammon Education Trust shall be used to provide tuition and related educational, travel and living expenses for Cherokee students who are one-fourth (1/4) or more Cherokee blood quantum, as long as they are full time students at any accredited college or university located in the continental United States and carrying not less than the minimum required semester hours and pursuing a course of study that will lead to a bachelor’s or higher degree.


**FURTHER BE IT RESOLVED BY THE CHEROKEE NATION TRIBAL COUNCIL** that the Cherokee Nation Higher Education Program shall be recipient to the funds of this trust and shall assign the administration for the award of scholarships from these funds in accordance with the terms of the Glen L. and Faye V. Gammon Trust with the approval of the Cherokee Nation Tribal Council.

### **CERTIFICATION**

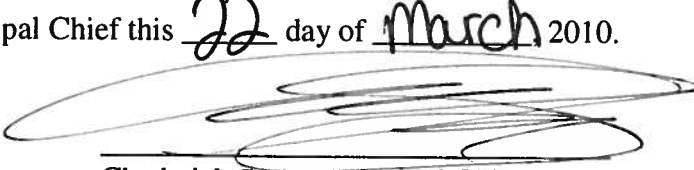
The foregoing resolution was adopted by the Council of the Cherokee Nation at a duly called meeting on the 15th day of March, 2010, having 17 members present, constituting a quorum, by the vote of 10 yeas; 7 nays; 0 abstaining.

  
Meredith Frailey, Speaker  
Council of the Cherokee Nation


**ATTEST:**

  
Don Garvin, Secretary  
Council of the Cherokee Nation

Approved and signed by the Principal Chief this 22 day of March 2010.

  
Chadwick Smith, Principal Chief  
Cherokee Nation

**ATTEST:**

  
Melanie Knight, Secretary of State  
Cherokee Nation

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TRUST AGREEMENT  
CREATING  
THE GLENN L. AND FAYE V. GAMMON TRUST

THIS AGREEMENT OF TRUST, made and entered into at Irving, Dallas County, Texas as of the 20th day of July, 1995, by and between Glenn L. Gammon and Faye V. Gammon, of Irving, Dallas County, Texas, hereinafter called "Grantors," and Edward A. Wolff, Jr. of Dallas, Dallas County, Texas, hereinafter called "Trustee" of this Trust known as THE GLENN L. AND FAYE V. GAMMON TRUST.

W I T N E S E T H:

ARTICLE I.

1.00 Property Subject to Trust. Grantors have conveyed, transferred and assigned and do by these presents convey, transfer and assign unto the Trustee the assets and properties described in Schedule "A." Such properties and assets shall be held, administered and distributed as a revocable, amendable trust for the uses and purposes hereinafter set out.

ARTICLE II.

2.00 Delivery of Additional Property to Trustee. Grantors, or either of them, or any other person or persons, may by instrument in writing, by will or by naming the Trustee as beneficiary of life insurance or an employee benefit plan, deliver to the Trustee at any time and from time to time additional assets and properties acceptable to the Trustee, which additional assets and properties shall be held, administered and distributed pursuant to this agreement.

2.10 Additional Property Presumed Community. All property added to this trust during the joint lives of Grantors shall be presumed by the Trustee to be the community property of Grantors unless when delivered said property is designated in writing to be the separate property of one of the Grantors. The Trustee shall maintain records and accounts to appropriately identify such property, with all income being designated and identified as the community property of Grantors.

obligation and shall take no action which will result in the failure of the property passing pursuant to this section to qualify for the marital deduction allowable under the Internal Revenue Code.

#### ARTICLE VI.

6.00 Trust B - Residuary Trust. From and after the death of the first Grantor to die, the Trustee shall hold, manage, invest and reinvest the principal of Trust B, including any additions to Trust B, and shall hold and dispose of the principal and net income therefrom as hereinafter provided:

6.10 Income Distributions. The Trustee shall distribute at such intervals as it may determine to the surviving Grantor so much of the net income of the trust as will adequately provide for the surviving Grantor's health, support and maintenance in accordance with his or her station in life. Any income not distributed shall be accumulated and added to the principal of the trust.

6.20 Distributions of Principal. The Trustee also may pay to the surviving Grantor such part or all of the principal of Trust B as from time to time shall be reasonably necessary for the support, maintenance and health of the surviving Grantor.

6.25 Limitation on Principal Distributions. No principal distributions to or for the benefit of the surviving Grantor shall be made out of Trust B while, in the Trustee's opinion, there are funds readily available for such purposes in Trust A. It is Grantors' desire that, to the extent the Trustee deems it appropriate, Trust A be exhausted before any principal distributions are made from Trust B to or for the benefit of the surviving Grantor.

6.30 Termination. Upon the death of the surviving Grantor, this trust (subject to the postponements hereinafter specified) shall terminate and all of the assets and property comprising the principal of the same shall be distributed in fee simple and free of trust in equal shares as follows:

(a) one share to Grantor Faye V. Gammon's niece, Kay Kearnes, if she is then living. If she is not then living, this distribution is canceled;

(b) one share to the Cherokee Nation Higher Education Program whose present mailing address is P. O. Box 948, Tahlequah, Oklahoma 74465, for the establishment of The Glenn L. and Faye V. Gammon Educational Trust. The income from The Glenn L. and Faye V. Gammon Educational Trust shall be used to provide tuition and related educational, travel and living expenses for Cherokee students as long as they are full time students at any accredited college or

university located in the continental United States and carrying not less than the minimum required semester hours and pursuing a course of study that will lead to a bachelor's or higher degree. The term "Cherokee students" as used herein means a person of one-fourth (¼) or more Cherokee blood quantum. The trustee/administrator of The Glenn L. and Faye V. Gammon Educational Trust shall take into consideration the financial need of each Cherokee student and shall give preference based upon financial need.

6.40 Property Disclaimed by the Surviving Grantor. In the event that the surviving Grantor and/or the executor or administrator of the surviving Grantor's estate disclaims any rights and/or property pursuant to the provisions of (i) Paragraph 4.20(b) of this Trust Agreement, or (ii) the duly probated Will of the first Grantor to die or in the event property is added to this Trust by the duly probated Will of the first Grantor to die to be held as if it had been disclaimed by the surviving Grantor, then, and in that event, the rights and/or property so disclaimed and/or added shall be held by the Trustee as a separate share in a separate account (the "disclaimer account") subject to the following limitations:

- (a) The Trustee shall distribute the net income of the disclaimer account to the surviving Grantor pursuant to the provisions of Paragraph 6.10 hereof; however,
- (b) Any income not distributed shall be accumulated and added to the principal of the disclaimer account;
- (c) None of the principal of the disclaimer account shall ever be distributed in violation of Section 2518 of the Internal Revenue Code; and
- (d) Neither the principal of nor the undistributed income from the disclaimer account shall ever be subject to the Special Power of Appointment for the surviving Grantor.

#### ARTICLE VII.

7.00 Trustee Has All Common Law and Statutory Powers. The Trustee shall have all of the rights, powers and privileges, and shall be subject to all of the duties, responsibilities and conditions set forth in the Texas Trust Code (or its successor statute), except to the extent that the same are inconsistent with the provisions of this trust agreement, in which event the provisions of this trust agreement shall govern.

7.05 Power to Establish and Maintain Brokerage and Investment Accounts. The Trustee shall have full power and authority to:

- (a) open, establish and do everything necessary to maintain one or more brokerage accounts;
- (b) open, establish and do everything necessary to maintain one or more margin accounts; and