

RECEIVED  
MAY 02 1985

FORT APACHE INDIAN  
AGENCY  
WHITERIVER, ARIZ.

Resolution No. 85-79

RESOLUTION OF THE  
WHITE MOUNTAIN APACHE TRIBE OF THE  
FORT APACHE INDIAN RESERVATION

WHEREAS, the White Mountain Apache Tribe through its wholly owned subsidiary, Development Enterprise, is contractor for the construction of 111 houses for the White Mountain Apache Housing Authority; and

WHEREAS, the Progress of this construction requires the expenditure of considerable sums of money from the Central Tribe Treasury prior to reimbursement from the White Mountain Apache Housing Authority for costs incurred such as subcontract fees, labor, and inventory; and

WHEREAS, it is the desire of the Tribal Council to borrow a portion of these Funds from the First Interstate Bank of Arizona without the necessity of providing Cash Collateral by means of a revolving line of credit agreement with said bank.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Tribal Chairman, or in his absence the Vice Chairman, Administrative Manager and Acting Tribal Treasurer are hereby authorized, directed and empowered to arrange for a line of credit from First Interstate Bank of Arizona for and in the name of Development Enterprise, a wholly owned subsidiary of the White Mountain Apache Tribe, in the sum of Eight Hundred Thousand Dollars (\$800,000.00) for a period of one year.

BE IT FURTHER RESOLVED that the White Mountain Apache Tribe does hereby agree to pay such rate of Interest as may be agreed upon by the Tribal Chairman, Administrative Manager, and Acting Tribal Treasurer; not to exceed any lawful established rate on said borrowing and does hereby authorize the execution, for and in the name of the White Mountain Apache Tribe of the appropriate documents of its agreement to pay interest at such rate.

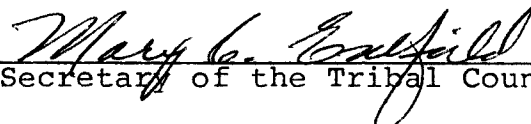
BE IT FURTHER RESOLVED the each of the above individuals are hereby authorized, directed and empowered to execute in the name of Development Enterprise, a wholly owned subsidiary of the White Mountain Apache Tribe, any and all documents necessary to execute said loan under the term and conditions agreed upon.

BE IT FURTHER RESOLVED that all prior acts of the above named tribal officials of the White Mountain Apache Tribe in borrowing money on behalf of Development Enterprise from said Bank and the execution of any instruments to evidence or secure any indebtedness or obligation due said Bank are hereby ratified and approved.

BE IT FURTHER RESOLVED that the line of credit hereby established and authorized by this Resolution for Development Enterprise shall not exceed Eight Hundred Thousand Dollars (\$800,000.00) at any one time without prior approval of the Tribal Council.

The foregoing resolution was on April 24, 1985, duly adopted by a vote of 10 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (i) of the Amended Constitution and Bylaws of the Tribe, ratified by the Tribe June 27, 1958, and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984)

  
\_\_\_\_\_  
Chairman of the Tribal Council

  
\_\_\_\_\_  
Secretary of the Tribal Council

Resolution No. 85-79

INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, White Mountain Apache Development Enterprise, an economic subsidiary of the White Mountain Apache Tribe and General Contractor for the construction of HUD Project Nos. 16-30 and 16-31, for and in consideration of the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or rights of lien, in the above amount, upon the above described project, and any building improvement, fixture, or other premises located thereon, on account of labor or materials, or both, which have been furnished to the project commencing \_\_\_\_\_, 1985 through April 22, 1985.

FURTHER, and as additional consideration for the receipt of the above-referenced amount, the White Mountain Apache Development Enterprise does hereby agree to indemnify and hold harmless the White Mountain Apache Housing Authority, its agents and sureties, from any and all liens, or any and all claims or right of lien on account of materials furnished and labor furnished and inventory now on hand for the above referenced time period for the amount above. The White Mountain Apache Development Enterprise hereby agrees to deliver to the White Mountain Apache Housing Authority forthwith a written release or waiver of lien from each of the contractors, sub-contractors, materialmen, and suppliers and other third parties under contract to the undersigned evidencing that they have been paid for all work, supplies, or materials furnished in connection with the above-referenced Project for the above-referenced dates. In no event shall the provisions of this Paragraph be deemed to establish or create any contractual right, liability, or obligation by and between the White Mountain Apache Housing Authority and any of the contractors, sub-contractors, materialmen, suppliers, or other third parties under contract to the undersigned.

FURTHER, that this Indemnification Agreement shall become null and void upon receipt by the Housing Authority of lien waivers from all of the contractors, subcontractors, materialmen and suppliers and other third parties under contract to Development Enterprise for the amount specified above for the time period above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

WHITE MOUNTAIN APACHE  
DEVELOPMENT ENTERPRISE

By \_\_\_\_\_  
Paul Barry, General Manager