

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

WHEREAS, the Tribal Council of the White Mountain Apache Tribe ("Tribe") pursuant to Article IV, Section 1 (a), (b), (h), (i), (l), (t) and (u) of the Tribal Constitution has the authority to borrow money from any source and to pledge or assign chattels or future tribal income as security therefor and to otherwise manage all economic affairs and enterprises of the Tribe; and

WHEREAS, the Tribal Council has concluded that it is in the best interest of the Tribe to borrow funds for the construction of a hotel and convention center for the Hon-Dah Casino, which is owned by the Tribe; and

WHEREAS, the authorized representatives of the Tribal Chairman have negotiated with Wells Fargo Bank, National Association ("Lender"), to provide a loan in the principal amount of \$9,050,000 for the purpose of financing the construction of a hotel and convention center for the Hon-Dah Casino (the "Loan"); and

WHEREAS, the Tribal Council previously approved a budget for construction of the hotel and convention center for the Hon-Dah Casino, the Loan authorized herein will be paid from said prior budget appropriation; and

WHEREAS, the Tribal Council has concluded that it is in the best interest of the Tribe to undertake the Loan with Lender; and

WHEREAS, the Tribal Council agrees to a limited waiver of the sovereign immunity of the Tribe for the purpose of enforcement of the Credit Agreement, Loan Commitment Note, and all documents related to the Loan.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe as follows:


1. The Loan is hereby approved and authorized, for the principal amount thereof, exclusive of interest, costs, charges and fees accruing with respect thereto (which shall be in addition to the principal amount), of NINE MILLION FIFTY THOUSAND DOLLARS (\$9,050,000.00).
2. The Tribal Council hereby waives, for the White Mountain Apache Tribe of the Fort Apache Indian Reservation, Arizona (the "Tribe"), the Tribe's sovereign immunity to legal action (including without limitation, a lawsuit) (severally, an "Action"),

brought against the Tribe by Lender and/or Lender's successors or assigns and arising from or in connection with the transactions contemplated by the Credit Agreement (the "Agreement"), and all other documents relating to the Loan (collectively, the "Loan Documents"). For the trial of any Action, the Tribal Council, for the Tribe, hereby consents and submits to the non-exclusive personal jurisdiction and venue of the Tribe's Tribal Court and, with respect to the due process review contemplated in Section 6.3 of the Agreement, of the Federal District court sitting in Phoenix, Arizona, and the respective appellate courts thereof.

3. The Tribal Chairman, acting alone, is hereby authorized to execute and deliver such definitive documentation for the Loan and any security therefor as he, in his discretion, shall determine to be satisfactory for that purpose.
4. The Tribal Council hereby approved and enacts, as controlling tribal law for the Loan Documents, the dispute resolution procedure set forth in Section 6.3 of the Agreement.
5. The Tribal Council hereby designates Chairman Ronnie Lupe, and in his absence, Vice Chairman Lafe Altaha or Tribal Treasurer Edwin Kane, to request Advances pursuant to the Agreement.

The foregoing resolution was on April 3, 1997 duly adopted by a vote of seven for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by the White Mountain Apache Tribe Constitution, including Article IV, Section 1 (a), (b), (h), (i), (l), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council


Secretary of the Tribal Council