

**EXHIBIT 1
TO MASTER
OFFICER'S CERTIFICATE**

Resolution No. 12-97-379

THE WHITE MOUNTAIN APACHE TRIBE OF
THE FORT APACHE INDIAN RESERVATION, ARIZONA
Post Office Box 700
Whiteriver, AZ 85941

MASTER RESOLUTIONS

WHEREAS, the Tribal Council ("Council") of The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Arizona ("Tribe") pursuant to Article IV, Section 1(a), (b), (h), (i), (k), (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 Council has concluded that it is in the best interest of the Tribe to enter into a master credit agreement ("Master Agreement") between Wells Fargo Bank, National Association ("Wells Fargo") to provide consistent terms which will apply to certain existing loans between Wells Fargo and the Tribe (when such loans are amended to cause the Master Agreement to apply) and to future loans and financial accommodations provided to the Tribe by Wells Fargo; and

WHEREAS, Wells Fargo is willing to enter into such an arrangement in accordance with the terms of the Master Agreement substantially in the form presented to the Council on the date hereof; and

WHEREAS, the Agreement requires the Tribe to agree to a limited waiver of sovereign immunity in regard to disputes arising under or in connection with Master Agreement and Supplemental Agreements (as defined in the Master Agreement), as is specifically provided for in the Master Agreement.

NOW, THEREFORE,
the Council in meeting assembled this 23 day of December, 1997,
resolves as follows:

- (1) that the Master Agreement is approved;
- (2) that the Chairman of the Tribe is authorized to execute and deliver

the Master Agreement and all other operative documents required by the Master Agreement necessary to the consummation of the transactions contemplated by the Master Agreement;

(3) the Tribal Council hereby waives, for the Tribe and all of its subdivisions and operating entities, the Tribe's sovereign immunity to legal action (including without limitation, a lawsuit) (severally, an "Action"), brought against the Tribe and/or any such subdivision or operating entity by Lender and/or Lender's successors or assigns and arising from or in connection with the transactions contemplated by the Master Agreement and all other Loan Documents (as defined in the Master Agreement). For the trial of any Action, the Tribal Council, for the Tribe and all of its subdivisions and operating entities, 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 7 of the Agreement, of the federal district court sitting in Phoenix, Arizona, and the respective appellate courts thereof; and


(4) the Tribal Council hereby approves and enacts, as controlling tribal law for the Master Agreement and the other Loan Documents, the dispute resolution procedure set forth in Section 7 of the Master Agreement.

C E R T I F I C A T I O N

The foregoing Resolution was on December 23, 1997, duly adopted by a vote of 9 to 0 against by the Tribal Council of the Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (h), (i), (k), (l), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe on September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



RONNIE LUPE, Chairman of the Tribal Council



VIRGINIA M. DALTON, Secretary of the Tribal Council