

**EXHIBIT 1  
TO SUPPLEMENTAL  
OFFICERS' CERTIFICATE**

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

**RESOLUTION**

- WHEREAS, the Tribal Council ("Council") of The White Mountain Apache Tribe of the Fort Apache Indian Reservation, Arizona ("Tribe") in its Resolution No. 12-97-383 ("Master Resolutions") authorized the execution of that certain Master Credit Agreement ("Master Agreement") dated as of December 23 1997, between Wells Fargo Bank, National Association ("Wells Fargo") and the Tribe intended to provide consistent terms which will apply to 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, The Council in its Resolution No. 09-97-311 authorized a revolving line of credit loan ("Existing Loan") by Wells Fargo to the Tribe for the Tribe's working capital purposes, which was in the original principal amount of \$2,500,000.00; and
- WHEREAS, The Council desires to extend the maturity date of the Existing Loan until December 5, 1999, to modify certain other terms of the Existing Loan, and to cause the Existing Loan to be governed by the terms of the Master Agreement (as modified, the "Revolving Loan"); and
- WHEREAS, Wells Fargo is willing to provide the Revolving Loan to the Tribe as described above and to cause the Revolving Loan to be governed by the terms and conditions set forth in the Master Agreement, all in accordance with the terms of the Supplemental Credit Agreement ("Supplemental Agreement") substantially in the form presented to the Council on the date hereof; and
- WHEREAS, The Supplemental Agreement requires the Tribe to reaffirm the limited waiver of sovereign immunity in regard to disputes arising under or in connection with the Existing Loan, 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 extension of the maturity date of the Existing Loan is approved;
- (2) that the Supplemental Agreement is approved;
- (3) that the pledge and transfer of "Collateral" as defined in the Supplemental Agreement to secure the Tribe's Obligations under the Supplemental Agreement is continued as set forth in the Supplemental Agreement;
- (4) that the Chairman of the Tribe is authorized to execute and deliver the Supplemental Agreement, and all other operative documents required by the Supplemental Agreement necessary to the consummation of the transaction contemplated by the Supplemental Agreement; and
- (5) the limited waiver of sovereign immunity and the dispute resolution procedure approved in subsections 3 and 4 of the Master Resolutions are reaffirmed and recognized as fully applicable to the transaction hereby authorized.