

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

**WHEREAS,** the White Mountain Apache Tribe elects new members of its Tribal Council from time to time; and

**WHEREAS,** the White Mountain Apache Tribe has made it a custom throughout its history that it purchases new vehicles for its newly elected members to use in the course of performing their duties as members of the Council; and

**WHEREAS,** the Tribal Council of the White Mountain Apache Tribe finds that four (4) new vehicles must be acquired for the following members of the Tribal Council: Lafe Altaha, Reno Johnson, Sr., Alvin Declay, and Margaret Baha-Walker; and

**WHEREAS,** the Tribal Council has located financing sufficient to assist the Tribe with its purchase of the three new vehicles for members of the Tribal Council, such financing is with FirstLease Inc. dba First Lehigh Capital; and

**WHEREAS,** the lease agreement with First Lehigh Capital (Lessor) requires that the White Mountain Apache Tribe agree to a limited waiver of defense of sovereign immunity for binding arbitration if and only if the following conditions exist:

- A dispute between First Lehigh Capital, Inc. and the White Mountain Apache Tribe arises directly from the Lease Agreement between them for the acquired vehicles described herein.
- The claim alleges a breach by the Tribe of one or more specific obligations or duties which the Tribe expressly assumes under the terms of the Lease Agreement.
- The Claim seeks either (1) specific performance by the Tribe; (2) payment of all amounts due under the Lease Agreement and reasonable costs Lessor incurs in collection of such amounts, or (3) the foreclosure of collateral secured under the Lease Agreement.
- The Scope of arbitration is solely limited to breach of contract actions brought pursuant to the Lease Agreement referenced herein for the benefit of Lessor only, or an Assignee of a valid assignment of Lessor's interest in the Lease Agreement as set forth herein - the Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Lease Agreement referenced herein nor to any arbitration proceeding or other proceeding based on alleged tortious conduct, or for the imposition of incidental, consequential, exemplary or punitive damages or lost profits.

- Any claim against which arbitration may be demanded must be made in writing to the Tribe and the Tribe shall have thirty (30) days to act on such claim before arbitration proceedings may be instituted; and

**WHEREAS**, the Tribal Council finds that, after review of the Municipal Lease and Option Agreement proposed between the White Mountain Apache Tribe and FirstLease, Inc. d.b.a. First Lehigh Capital, Inc. and its terms and the required limited waiver of defense of sovereign immunity, the Tribal Council finds that the terms of such Lease Agreement are in the best interests of the White Mountain Apache Tribe for the acquisition of the vehicles described as three Chevrolet Trailblazers and one Mercury.

**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe, that it hereby approves the Tribe's entry into, and agreement with, the Municipal Lease and Option Agreement for the lease of vehicles for use by newly elected members of the Tribal Council in the performance of their daily work obligations for the Tribe.

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that, as part of its acceptance of the Lease Agreement accepted above, it hereby grants a limited waiver of defense of sovereign immunity for binding arbitration if, and only if, the following conditions exist:

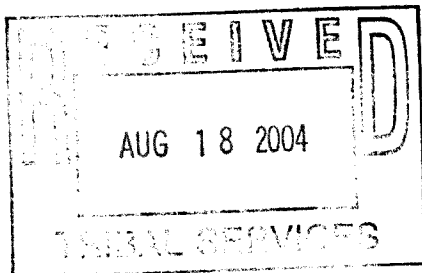
A dispute between First Lehigh Capital, Inc. and the White Mountain Apache Tribe arises directly from the Lease Agreement between them for the acquired vehicles described herein.

- The claim alleges a breach by the Tribe of one or more specific obligations or duties which the Tribe expressly assumes under the terms of the Lease Agreement.
- The Claim seeks either (1) specific performance by the Tribe; (2) payment of all amounts due under the Lease Agreement and reasonable costs Lessor incurs in collection of such amounts, or (3) the foreclosure of collateral secured under the Lease Agreement.
- The Scope of arbitration is solely limited to breach of contract actions brought pursuant to the Lease Agreement referenced herein for the benefit of Lessor only, or an Assignee of a valid assignment of Lessor's interest in the Lease Agreement as set forth herein - the Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Lease Agreement referenced herein nor to any arbitration proceeding or other proceeding based on alleged tortious conduct, or for the imposition of incidental, consequential, exemplary or punitive damages or lost profits.

- Any claim against which arbitration may be demanded must be made in writing to the Tribe and the Tribe shall have thirty (30) days to act on such claim before arbitration proceedings may be instituted.

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Chairman, or in his absence the Vice Chairman, to sign documents necessary to effectuate the intent and purpose of the Resolution as required in the lease agreement between the White Mountain Apache Tribe and FirstLease Inc. d.b.a. First Lehigh Capital for the lease and purchase of four (4) new vehicles for use by the following members of the Tribal Council: Lafe Altaha, Reno Johnson, Sr., Alvin Declay and Margaret Baha-Walker.

The foregoing resolution was on AUGUST 4, 2004 duly adopted by a vote of SIX for, ZERO against and ONE abstention by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (h), (s), (t), and (u) of the Constitution of the Tribe, ratified by the Tribe 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).



ACTING *Frank J. [Signature]*  
Chairman of the Tribal Council

ACTING *Mitchell Antonio*  
Secretary of the Tribal Council