

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

(Approving a Capital Municipal Lease and Purchase Option Agreement with First Lease, Inc. dba First Lehigh Capital and Authorizing a Limited Waiver of Sovereign Immunity)

- WHEREAS**, the White Mountain Apache Tribe has purchased new vehicles for elected members to use in the course of performing their official duties as members of the Tribal Council; and
- WHEREAS**, the Tribal Council finds that three (3) new vehicles should be acquired for the following members of the Tribal Council: Chairman Dallas Massey, Sr., Vice-Chairman Frank Johnny Endfield, Jr., and Council Member Noland Clay; and
- WHEREAS**, the Council has further determined that the Treasurer for the Tribe requires one (1) vehicle for use in the course of performing the Treasurer's duties; and
- WHEREAS**, the Tribal Council has located financing sufficient to assist the Tribe with acquiring new vehicles through First Lease, Inc. dba First Lehigh Capital, Inc. (the "Lessor"), which has provided a Capital Lease and Purchase Option Agreement (the "Agreement"), as attached and incorporated by this reference, in which the Tribe as lessee may lease and/or exercise an option to purchase a total of four (4) vehicles; and
- WHEREAS**, the four new vehicles are described as: Chevrolet Impala VIN # 2G1WF52E859168554, Chevrolet Malibu VIN # 1G1ZT52825F131944, Chevrolet Tahoe VIN # 1GNEK13724R318565, and Ford Expedition VIN # 1FMPU16L94L806599; and
- WHEREAS**, the Agreement requires that the 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 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 Agreement.
 - The Claim seeks either (1) specific performance by the Tribe; (2) payment of all amounts due under the Agreement and reasonable costs Lessor incurs in collection of such amounts, or (3) the foreclosure of collateral secured under the Agreement.
 - The Scope of arbitration is solely limited to breach of contract actions

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brought pursuant to the Agreement referenced herein for the benefit of Lessor only, or an Assignee of a valid assignment of Lessor's interest in the Agreement.

- The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Agreement 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 by the Lessor 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 Agreement terms and the required limited waiver of defense of sovereign immunity, the Agreement remains in the best interests of the White Mountain Apache Tribe for the acquisition of the four vehicles described above.

NOW, THEREFORE, BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that:

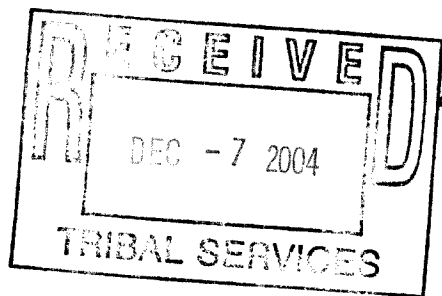
1. The Council hereby approves the Tribe's entry into, and agreement with, the Agreement as attached and incorporated by this reference for the lease and/or purchase of four (4) new vehicles for use by newly elected members of the Tribal Council in the performance of their daily work obligations for the Tribe described as: Chevrolet Impala VIN # 2G1WF52E859168554, Chevrolet Malibu VIN # 1G1ZT52825F131944, Chevrolet Tahoe VIN # 1GNEK13724R318565, and Ford Expedition VIN # 1FMPU16L94L806599 (the "Vehicles").
2. As part of the approval of the Agreement, the Council hereby grants a limited waiver of sovereign immunity for the purpose of effecting dispute resolution thereunder in the form of binding arbitration if, and only if, the following conditions exist within the Agreement:
 - A. A dispute between First Lehigh Capital, Inc. and the White Mountain Apache Tribe arises directly from the Agreement between them for the acquired vehicles described herein.
 - B. 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 Agreement.
 - C. The Claim seeks either (1) specific performance by the Tribe; (2) payment of all amounts due under the Agreement and reasonable costs Lessor incurs in collection of such amounts, or (3) the foreclosure of collateral secured under the Agreement.
 - D. The Scope of arbitration is solely limited to breach of contract actions brought

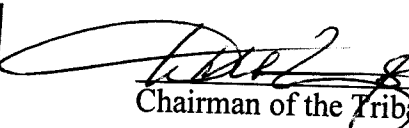
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pursuant to the Agreement for the benefit of Lessor only, or an Assignee of a valid assignment of Lessor's interest in the Agreement as set forth therein

- E. The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Agreement 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.
 - F. Any claim against which arbitration may be demanded must be made in writing to the Tribe by the Lessor and the Tribe shall have thirty (30) days to act on such claim before arbitration proceedings may be instituted.
3. The Chairman, or in his absence the Vice Chairman, are hereby authorized by the Council to execute the Agreement for the lease and/or purchase of the Vehicles.
 4. Chairman Dallas Massey, Sr., Vice-Chairman Frank Johnny Endfield, Jr. and Council Member Noland Clay are hereby authorized to use three of the Vehicles for use in the course of performing their official duties as members of the Tribal Council.
 5. The Treasurer of the Tribe, Cathy Tate, is hereby authorized to use one of the Vehicles for use in the course of performing the Treasurer's duties.

The foregoing resolution was on NOVEMBER 5, 2004 duly adopted by a vote of FIVE for, ZERO against, and TWO abstentions 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).




Chairman of the Tribal Council


Secretary of the Tribal Council