

**RESOLUTION OF THE  
WHITE MOUNTAIN APACHE TRIBE  
FORT APACHE INDIAN RESERVATION  
(Approving a Municipal Lease and Option Agreement with Lehigh Capital Access,  
Inc. and Authorizing a Limited Waiver of Sovereign Immunity)**

**WHEREAS**, the White Mountain Apache Planning Department desires to purchase two new vehicles for tribal staff members to use in the course of performing their scope of work as line out in job descriptions and grant requirements; and

**WHEREAS**, the Tribal Council finds that two (2) new vehicles should be acquired for the Planning/Transportation Department; and

**WHEREAS**, the Tribal Council has located financing sufficient to assist the Tribe with acquiring new vehicles through Lehigh Capital Access, Inc. (the "Lessor"), which has provided a Municipal Lease and 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 two (2) vehicles; and

**WHEREAS**, the two new vehicles are described as: Chevrolet Malibu Base Sedan VIN# 1G1 ZS52 F2 5F258369, 2005 Colorado 4WE Extended Cab VIN# 1GCDT1964 58222135 (the "Vehicles"); 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 Lehigh Capital Access, 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 of duties with the Tribe expressly assumes under the terms of the Agreement.
- The claim seeks either (1) specific action or discontinuance of some action by the Tribe into full compliance with the duties and obligations expressly assumed by it in the Agreement; (2) payment of all amounts due under the Agreement and reasonable costs incurred by Lessor in the collection of such amounts; or (3) the foreclosure of collateral secured under the Agreement.

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- The scope of arbitration is limited to breach of contract or actions brought pursuant to the Agreement 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 Vehicles described above.

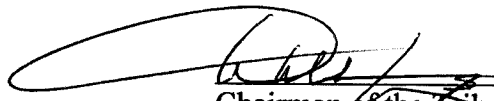
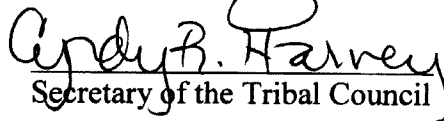
**NOW, THEREFORE, BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe, that:

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 two vehicles for use by the Transportation and Planning Departments in the performance of their daily work obligations for the Tribe described as: Chevrolet Malibu Base Sedan VIN# 1G1 ZS52 F2 5F258369, 2005 Colorado 4WE Extended Cab VIN# 1GCDDT1964 58222135; and
2. As part of the approval of the Agreement, the Tribal 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 Lehigh Capital Access, Inc. and the White Mountain Apache Tribe arises directly from the Agreement between them for the Vehicles described herein.
  - B. The claim alleges a breach by the Tribe of one or more specific obligations of duties with the Tribe expressly assumed under the terms of the Agreement.

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- C. The claim seeks either (1) specific action or discontinuance of some action by the Tribe into full compliance with the duties and obligations expressly assumed by it in the Agreement; (2) payment of all amounts due under the Agreement and reasonable costs incurred by Lessor in the collection of such amounts; or (3) the foreclosure of collateral secured under the Agreement.
  - D. The scope of arbitration is limited to breach of contract or actions brought pursuant to the Agreement for the benefit of Lessor only, or an Assignee of a valid assignment of Lessor's interest in the Agreement.
  - 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 tortuous 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; and
- 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. The White Mountain Apache Planning/Transportation Department is hereby authorized to use two (2) of the Vehicles for use in the course of performing their official duties as outlined in grant requirements and their scope of work.
  - 5. The Planning Department Director, Doreen E. Gatewood, is hereby authorized to use one of the vehicles for use in the course of performing the Director's duties.

The foregoing resolution was on April 13, 2005 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 Article IV, Section 1 (a), (b), (h), (s), (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).

  
Chairman of the Tribal Council  
  
Secretary of the Tribal Council