

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
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 Tribe desires to purchase four new vehicles for Tribal Council Members to use in the course of performing their duties; and

WHEREAS, the Tribal Council finds that four (4) new vehicles should be acquired for the applicable Tribal Council Members; 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 four (4) vehicles; and

WHEREAS, the four new vehicles are described as:
Chevrolet Impala VIN # 2G1WF52E259339315
Chevrolet Trailblazer VIN # 1GNDDT13S952301705
2005 Chevrolet Uplander VIN # 1GNDV23L25D244986
2005 Chevrolet Uplander VIN # 1GNDV23LX5D176341; 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 which 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;
- 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 tortuous 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.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby:

1. 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 vehicles for use by the Tribal Council Members in the performance of their daily work obligations for the Tribe described as:

Chevrolet Impala VIN # 2G1WF52E259339315
Chevrolet Trailblazer VIN # 1GNDDT13S952301705
2005 Chevrolet Uplander VIN # 1GNDV23L25D244986
2005 Chevrolet Uplander VIN # 1GNDV23LX5D176341

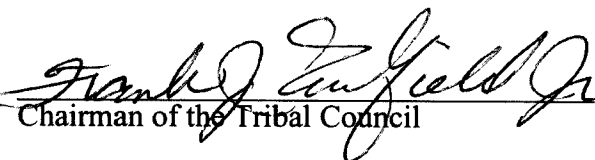
2. Grants a limited waiver of sovereign immunity for the purpose of effecting dispute resolution under the Agreement in the form of binding arbitration if, and only if, the following conditions exist within the Agreement:
 - A. A dispute between Lehigh Capital Access, Inc. and the White Mountain Apache Tribe arises directly from the Agreement between them for the 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 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 solely 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 as set forth therein;

Resolution No. 04-2005-108

- E. The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Agreement for 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; and
 - 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. Authorizes the four vehicles to be utilized by the applicable Tribal Council Members.
 - 4. Authorizes the Chairman, or in his absence the Vice Chairman, to execute the Agreement for the lease and/or purchase of the vehicles and any other documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on APRIL 13, 2005 duly adopted by a vote of EIGHT 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 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


Chairman of the Tribal Council


Secretary of the Tribal Council

LEASE NUMBER: 101-052305-1

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: LEHIGH CAPITAL ACCESS, INC.
363 ROUTE 100
ALLENTOWN, PA 18106

LESSEE: WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION
202 E. WALNUT STREET
WHITERIVER, AZ 85941

COMMENCEMENT DATE: Upon Acceptance _____, 2005

TERMINATION DATE: _____, 20____

TERM: 4 YEARS

PAYMENT AMOUNT: \$6,702.15

FREQUENCY: 16 QUARTERLY PAYMENTS, FIRST PAYMENT DUE NINETY (90) DAYS AFTER ACCEPTANCE.

EQUIPMENT DESCRIPTION: ONE (1) NEW 2005 CHEVROLET TRAILBLAZER VIN # 1GNDT13S9522301705, ONE (1) NEW 2005 CHEVROLET IMPALA VIN # 2G1WF52E259339315, ONE (1) NEW 2005 CHEVY UPLANDER VIN #1GNDV23L25D244986, ONE (1) NEW 2005 CHEVY UPLANDER VIN #1GNDV23LX5D176341.

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment (the "Equipment") described above or in any Exhibit B hereafter attached hereto in accordance with the following terms and conditions of this Municipal Lease and Option Agreement (the "Lease"). This Lease, by and between First Lehigh Capital, Inc. (the "Lessor"), and WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION (the "Lessee"). THE WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION, a federally recognized Indian Tribe organized and operated under Section 16 of the Indian Reorganization Act of 1934, 25 U.S.C. 47et. seq. The WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION pledges its full faith and credit as well as the revenue from any of its tribal enterprises or other assets for the payment of this lease. Lessee has the governmental powers and is authorized to enter into leases of such Property with an option to purchase, pursuant to the Constitution of the WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION. If the Equipment is for an enterprise of the WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION that enterprise is duly organized to carry out essential governmental functions as defined in Section 7871(a)(a) of the Internal Revenue Code. The Enterprise has been recognized as a Political Subdivision of an Indian Tribal Government carrying out traditional and substantial municipal governmental functions, and pursuant to Section 7871(a) of the Code is entitled to equivalent treatment to that of a Political Subdivision of the State for purposes of Section 103 of the Code. The authorization approval and execution of this Lease have been performed in accordance with all applicable tribal and federal laws. It is anticipated and the expectation of the parties is that approval of the Secretary of the Interior under Section 25 U.S.C. ss 81 is not needed because no interest in Tribal land or other trust assets are conveyed under this Lease and verbal confirmation has been received from the local BIA Representative. The Equipment described in this Lease is not being acquired on any form of trial or temporary basis.

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 3 hereunder and, unless earlier terminated as expressly provided for in this Lease, will continue until the termination date setforth above. The term of the Lease will commence on the date the equipment is accepted as setforth in any Exhibit C and shall continue for the term referenced on any Exhibit A attached hereto and made a part herof.

This Lease will terminate upon the earliest to occur of the following events: (i) The expiration of the Term; (ii) the exercise by Lessee of Lessee's option to purchase the Property pursuant to Paragraph 18 of this Lease; (iii) a default by Lessee and Lessor's election to terminate this Lease; or (iv) the payment by Lessee of all rent to be paid by Lessee under this Lease for the Term of this Lease.

2. **RENT.** Lessee agrees to pay to Lessor or its assigns the Lease Payments, including the interest portion, equal to the amounts specified above and in Exhibit A. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assigns may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Exhibit C and thereafter on the subsequent dates set forth in Exhibit A. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. The Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

In order to compensate Lessor for the loss of use of the Equipment during the period prior to delivery of the Equipment by Lessee to Lessor, Lessee shall pay the Rent on the Equipment, as provided in this agreement, until the Lessee has delivered the Equipment to Lessor as provided in this section, including during the period of any delay caused by the lack of governmental authorization to permit return of the Equipment to Lessor. This provision shall survive termination of this Agreement.

3. **DELIVERY AND ACCEPTANCE.** Lessee, or if Lessee so requests, Lessor will cause the Equipment to be delivered to Lessee at the location specified on the Delivery and Acceptance Certificate and attached hereto as Exhibit C. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor and attached hereto as Exhibit C.

4. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges and agrees that the Equipment is of a size and design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and the LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OF INCONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR THE ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes and has made, no representations or warranties whatsoever as the existence or the availability of such warranties of the manufacturer of the Equipment.

5. **CERTIFICATION AND AUTHORIZATION.** Lessee represents, covenants and warrants that it is an Indian Tribal Government or an Enterprise of the WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION and as such is a duly recognized Political Subdivision of an Indian Tribal Government pursuant to section 7871(a) of the Code. This Lease constitutes an obligation issued on behalf of a state or a political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth of a Lessee having legal capacity to enter into the same and is not in contravention of any WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part.

6. **TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 2 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its assigns without any action by Lessee and

Lessee shall immediately surrender possession of the Equipment to Lessor. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor first and prior security interest in any attachments accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements including UCC-1 statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest. **THIS LEASE SHALL BE CONSIDERED FOR ALL PURPOSES UNDER THE UNIFORM COMMERCIAL CODE AS A "FINANCE LEASE"; LESSEE HERE BY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED LESSEE BY SECTIONS 2A-508 THROUGH 2A-522 INCLUSIVE OF THE UNIFORM COMMERCIAL CODE (IF SUCH MAY HAVE BEEN ADOPTED); AND LESSEE AGREES THAT THE TERMS AND CONDITIONS OF THIS LEASE SHALL PREVAIL.**

7. **USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.
8. **ALTERATIONS.** Lessee will not make any alteration, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.
9. **LOCATIONS; INSPECTION.** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.
10. **LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay any charges, and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor.
11. **RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitnes or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Stipulated Value Buyout set forth in Exhibit A. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the prorata amount of the Lease Payment and the Stipulated Value Buyout to be made by Lessee with respect to the Equipment which has suffered the event of loss.
12. **PERSONAL PROPERTY.** The equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.
13. **INSURANCE.** Lessee, will, at its expense, maintain at all time during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amount, covering such risks, and with such insurers as shall be satisfactory to Lessor, or with Lessor's prior written consent may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Stipulated Value Buyout with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will deliver to Lessor a certificate evidencing such insurance. Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. **INDEMNIFICATION.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceeding, expenses, damages or liabilities, including reasonable attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

15. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease and the Equipment, in whole or in part and Lessee's rights will be subordinated thereto, with written notice given to Lessee. Any such assigns shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which future payments hereunder should be made. Lessee agrees to keep a book entry system showing the names and addresses of the assignees so as to comply with section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

16. **EVENT OF DEFAULT.** The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any lease payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for twenty (20) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in the Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceeding under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar office shall be appointed for Lessee or any of its property, and such proceeding or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. **REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessees' expense, promptly return the Equipment to Lessor in the manner set forth in Section 2 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or subleases pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. **PURCHASE OPTION.** Upon prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or any event which with notice to lapse of time or both could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Exhibit A by paying to Lessor, on such date, the Lease Payment then due together with the Stipulated Value Buyout amount set forth opposite such date. Upon satisfaction by Lessee of such purchase condition, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the equipment is free and clear of any liens created by Lessor.

19. **NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth here in or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

20. **TAX MATTERS.** Lessee and Lessor assume that Lessor or its assigns can, and intend that lessor will be able to exclude interest payments on the Lease from its Federal gross income. Lessee covenants and agrees that it will (i) rebate an amount equal to excess earning on any Escrow Fund to the Federal government if required by, and in accordance with, Section 148(f) of the Code and to make the annual determinations and maintain the records applicable thereto; (ii) use a book entry system to record the identity of any assigns so as to meet the requirements of Section 149(a) of the Code; (iii) timely file a Form 8038-G or 8038-GC with the Internal Revenue Service in accordance with Section 149(e) of the Code; (iv) not permit the proceeds of the Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; (v) ensure that moneys deposited by Lessor into escrow are not invested in such a manner as to result in the Lease being treated as an "arbitrage bond" or "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Code, respectively; (vi) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code; and (vii) cause to be executed and delivered to Lessor a No Arbitrage Certificate if requested. If Lessor either (i) receives notice, in any form for any reason, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold that Lessor may not exclude interest from Federal gross income, then Lessee shall pay to Lessor, within thirty (30) days an amount equal the sum of penalties, fines, interest and additions to tax (including taxes imposed on the interest payments paid under the Lease through the date of such event) that are imposed on Lessor as a result of the loss of exclusion and that Lessor cannot deduct in computing its Federal income tax liability, plus any penalties, fines, interest and additions to tax that are imposed on Lessor as a result of the loss of the exclusion and that Lessor can deduct in computing Federal income tax liability. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay as additional interest to Lessor on each succeeding payment due date under the Lease such amounts as will maintain Lessor's after tax yield evidenced by this Lease.

If applicable Lessee agrees to comply with the Internal Revenue Code relating to wages and Indian tribal employment at facilities where financed Equipment is installed and to comply with other federal regulations, the non-compliance of which would invalidate the tax-free status of the Lease. If any regulatory test is not met, the Lessee agrees to do whatever is necessary to bring the Lease into compliance with the requirements of the test, including but not limited to, prepaying sufficient portions of the outstanding principal within 90 days of the notice of non-compliance.

21. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provisions of this Lease.

22. **GOVERNING LAW.** Interpretation of the rights and obligations of the parties under this Lease shall be determined by the contract laws of the State of Arizona, provided that any dispute or other issues arising out of this Lease shall be handled as set forth in the attached Waiver of Defense of Sovereign Immunity.

23. **DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

24. **ENTIRE AGREEMENT; WAIVER.** This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any Provision of this Lease found to be prohibited by law should be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2005.

LESSOR: LEHIGH CAPITAL ACCESS, INC.

By: _____

Title: President

LESSEE: WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION

By: _____

Title: _____

**ADDENDUM TO LEHIGH CAPITAL ACCESS
MUNICIPAL LEASE AND OPTION AGREEMENT**

This Addendum shall apply to and become part of the attached Municipal Lease and Option Agreement Number 101-040605-1 (the "Agreement") by and between Lehigh Capital Access, Inc., with an address at 363 Route 100, Allentown, PA 18106, ("Lessor") and the White Mountain Apache Tribe ("Lessee").

The Agreement is hereby amended by the addition of the following provisions thereto, which shall be deemed incorporated therein and made a part of the Agreement:

1. The Lessee shall not be obligated to make any payments for the Vehicles referenced in the Agreement until after the Vehicles are delivered.

2. Paragraph 17 of the Agreement shall be supplemented by the following provision:

BINDING ARBITRATION. The parties agree that any and all claims, controversies, disputes, damages of whatever kind or nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, liquidated or contingent, actual or potential, that either party may have against the other shall be submitted for binding arbitration to a court of competent jurisdiction in order to exercise the remedies provided under Paragraph 17 of the Agreement according to the following terms and conditions:

I. SCOPE OF ARBITRATION

A. Lessee and Lessor agree to the following binding and unappealable arbitration process for the enforcement of the terms of the Agreement pursuant to the following conditions:

1. The claim alleges a breach by the Tribe of one or more specific obligations or duties expressly assumed by it under the terms of the Lease Agreement.
2. The claims seeks either (a) specific action or discontinuance of some action by the Tribe into full compliance with the duties and obligations expressly assumed by it in the Lease Agreement; (b) payment of all amounts due under the Lease Agreement and reasonable costs incurred by Lessor in the collection of such amounts, or (c) the foreclosure of collateral secured under the Lease Agreement.
3. The scope of arbitration is limited to breach of contract or actions brought pursuant to the Lease Agreement for the benefit of Lessor only, or any Assignee of a valid Assignment of Lessor's interest in the Lease Agreement as set forth therein. The Tribe does not agree to any arbitration by persons or parties, or their assignees, which are not a party to the Lease

Agreement, nor to any arbitration proceeding based on alleged tortuous conduct, or for the imposition of incidental, consequential, exemplary or punitive damages or lost profits.

4. The claim is 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.

II. ARBITRATION PROCEDURES

Lessee and Lessor agree that the matter shall be brought before an impartial tribunal for mandatory and binding arbitration, as set forth below:

- A. Either party may demand in writing that the dispute be submitted to arbitration not sooner than thirty (30) days after written notice of the claim. The demand shall include the name of the arbitrator appointed by the party demanding arbitration and a statement of the matter in controversy.
- B. Within fifteen (15) days after such demand, the other party must appoint an arbitrator. If the other party fails to appoint a second arbitrator, the arbitrator named by the party demanding the arbitration shall select a second arbitrator. A third arbitrator shall be chosen by the first two arbitrators within fifteen (15) days after the second arbitrator is selected.
- C. The arbitrators shall have the power to appoint the time and place for the arbitration hearing, provided the hearing is within Arizona. The arbitrators will have the authority to adjourn and reconvene the hearing, as they deem necessary. For good cause shown and upon request by a party, the arbitrators shall have the authority to postpone the hearing to a time not later than ten (10) days subsequent to the first scheduled hearing date. The powers of the arbitrator shall be exercised by a majority of the arbitrators and limited to those remedies provided for in this Agreement. The arbitrators may conduct the hearing in a manner deemed fair and appropriate by the arbitrators.
- D. The award rendered by the majority of the arbitrators pursuant to this Agreement shall be final and binding on all parties. Notice of the award shall be mailed to each of the parties by certified mail not later than ten (10) days after the conclusion of the hearing.
- E. Each party shall bear its own arbitration costs and expenses. Each party shall pay fifty (50%) percent of the fee and reasonable costs of the third arbitrator.
- F. The arbitrators shall apply as substantive law, the Uniform Commercial Code as adopted by the State of Arizona.

III. TIME PERIOD

With respect to any claim authorized herein, arbitration proceeding shall be instituted within six (6) months after the claim accrues or shall be forever barred. The Waiver granted herein shall commence on the effective date of the Lease Agreement and shall continue until all obligations, covenants, and agreements contained therein are fully satisfied.

IV. SERVICE OF PROCESS

In any such arbitration, service on the Tribe shall be effective if made by certified or registered mail, return receipt requested, to the Chairman of the Tribe at the address set forth above.

V. NON-TERMINATION OF CONDITIONS

The Tribe agrees that the terms and agreements contained herein shall not be repealed, rescinded or modified until the obligations, covenants, and agreements contained in the Lease Agreement are fully satisfied. These arbitration provisions shall survive the termination or expiration of the Lease Agreement.

3. In the event of any inconsistency or conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall govern and control.

LEHIGH CAPITAL ACCESS, INC.

WHITE MOUNTAIN APACHE TRIBE

BY

BY

TITLE

TITLE

DATE

DATE

Lease Number:101-052305-1

**EXHIBIT C
CERTIFICATE OF ACCEPTANCE**

The undersigned, as Lessee under the Municipal Lease and Option Agreement Number 101-052305-1, dated as _____, 2005 (the "Lease"), with Lehigh Capital Access, Inc. ("Lessor"), hereby Certifies:

1. The equipment, as such term is defined in the Lease, has been delivered and installed at the following location in the State of Arizona.

Fort Apache Indian Reservation

Whiteriver, Arizona

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes on the date indicated below. The equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Lease. Consequently, the Lessor is hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders, for the same.

3. No event of default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

4. Lessee acknowledges that Lessor is neither the vendor, distributor, nor manufacturer of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

5. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor, and/or manufacturer for recourse.

6. Lessee's source of funds for making rental payments under the Lease is General Fund of the Tribe. Lessee expects and anticipates adequate funds to be available to make all future rental payments.

Lessee confirms that the Commencement Date of the Lease is as of the date hereof, and it will commence payments pursuant to the Lease, in accordance with the Schedule of Payments attached hereto.

LESSEE: WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION

BY: _____

Dallas Massey, Sr.

TITLE: Tribal Chairman

ACCEPTED AS OF: _____, 2005

Lease Number: 101-052305-1

INSURANCE AUTHORIZATION LETTER

SRT Administrators, Inc. (AGENT) (PHONE) (480) 502-5800
Indian Nations Ins. Co. (AGENCY) (FAX) (480) 502-1267
Scottsdale, AZ 85258 (ADDRESS)
_____ (ADDRESS)

In connection with a transaction # **WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION** between **Lehigh Capital Access, Inc.** ("Lessor") and us, you are hereby authorized and instructed to provide to Lessor evidence of insurance for the coverage's and endorsements indicated below. Evidence of insurance in the form of a certificate is acceptable until formal endorsements can be issued. Please provide the evidence of insurance to Lessor.

The insurance requirements listed below are required to cover the equipment described on the attached schedule.

LIABILITY REQUIREMENTS

- a. Public liability insurance, both personal injury and Equipment damage, with a single limit of \$1,000,000 per occurrence.
- b. Endorsement naming Lessor as an additional insured with respect to this equipment.

EQUIPMENT DAMAGE REQUIREMENTS

- a. All risk extended coverage, malicious mischief and vandalism, for not less than \$97,636.89 (greater of full replacement value or Stipulated Loss Value.)
- b. Endorsement naming Lessor as a co-loss payee with respect to this equipment.

GENERAL REQUIREMENTS

- a. Endorsement giving Lessor thirty days' prior written notice of the effective date of any material alteration or cancellation of such coverage.
- b. Endorsement confirming that the interest of Lessor shall not be invalidated by any actions, inaction's, breach of warranty or conditions, or negligence of the undersigned Lessee.

LESSEE: WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION

By: _____
Dallas Massey, Sr.
Title: Tribal Chairman
Date: _____

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Gentlemen:

This confirms and affirms that the Equipment described in the Lease and Option Agreement #101-052305-1 is essential to the function of the undersigned or to the service we provide to our citizens. Furthermore, we have complied with all necessary public-bidding requirements.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of the functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows.

Transportation of public officials to carry out governmental functions.

Operation of daily office, officials, consultants, transportation.

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is _____.

Our source of funds for payments due under the Agreement is Tribal government revenues
and operating budget. General fund of Tribe.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Tribal government operations and revenues continue in the future.

FY 2005 - Tribal government revenues expected \$148 million. 5% growth
in Tribal revenues per year projected through FY 2009.

LESSEE: WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION

BY: _____
Dallas Massey, Sr.

TITLE: Tribal Chairman

WHITE MOUNTAIN APACHE TRIBE OF THE FORT APACHE INDIAN RESERVATION
 LEASE #101-052305-1 STIPULATED BUYOUT SCHEDULE A
 PAYMENT START DATE: _____, 2005 LESSEE'S INITIALS: _____

Compound Period: Quarterly

Nominal Annual Rate: 7.950%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease		\$ 91,090.00	1		
2 Lease Payment		\$ 6,702.15	16	Quarterly	

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Interest	Principal	Balance	Stipulated Buyout
Lease					\$ 91,090.00	\$ 97,636.89
1		\$ 6,702.15	\$ 1,810.41	\$ 4,891.74	\$ 86,198.26	\$ 92,033.16
2		\$ 6,702.15	\$ 1,713.19	\$ 4,988.96	\$ 81,209.30	\$ 86,366.38
3		\$ 6,702.15	\$ 1,614.03	\$ 5,088.12	\$ 76,121.18	\$ 80,635.85
4		\$ 6,702.15	\$ 1,512.91	\$ 5,189.24	\$ 70,931.94	\$ 74,840.85
5		\$ 6,702.15	\$ 1,409.77	\$ 5,292.38	\$ 65,639.56	\$ 68,980.66
6		\$ 6,702.15	\$ 1,304.59	\$ 5,397.56	\$ 60,242.00	\$ 63,054.54
7		\$ 6,702.15	\$ 1,197.31	\$ 5,504.84	\$ 54,737.16	\$ 57,061.75
8		\$ 6,702.15	\$ 1,087.90	\$ 5,614.25	\$ 49,122.91	\$ 51,001.54
9		\$ 6,702.15	\$ 976.32	\$ 5,725.83	\$ 43,397.08	\$ 44,873.16
10		\$ 6,702.15	\$ 862.52	\$ 5,839.63	\$ 37,557.45	\$ 38,675.83
11		\$ 6,702.15	\$ 746.45	\$ 5,955.70	\$ 31,601.75	\$ 32,408.78
12		\$ 6,702.15	\$ 628.08	\$ 6,074.07	\$ 25,527.68	\$ 26,071.23
13		\$ 6,702.15	\$ 507.36	\$ 6,194.79	\$ 19,332.89	\$ 19,662.38
14		\$ 6,702.15	\$ 384.24	\$ 6,317.91	\$ 13,014.98	\$ 13,181.43
15		\$ 6,702.15	\$ 258.67	\$ 6,443.48	\$ 6,571.50	\$ 6,627.57
16		\$ 6,702.15	\$ 130.65	\$ 6,571.50	0.00	0.00
Grand Totals		\$ 107,234.40	\$ 16,144.40	\$ 91,090.00		

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name White Mountain Apache Tribe of the Fort Apache Indian Reservation	2 Issuer's employer identification number 86- 0092030		
3 Number and street (or P.O. box if mail is not delivered to street address) 202 E. Walnut Street	Room/suite		
4 City, town, or post office, state, and ZIP code Whiteriver, AZ 85941	5 Report number 5 01-2005		
6 Name and title of officer or legal representative whom the IRS may call for more information Alexander B. Ritchie, Tribal Attorney	7 Telephone number of officer or legal representative (928) 338-4129		

Part II Description of Obligations		Check if reporting: a single issue <input checked="" type="checkbox"/> or on a consolidated basis <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a	\$91,090.00	
b Issue date (single issue) or calendar year (consolidated) (see instructions) ►			
9 Amount of the reported obligation(s) on line 8a:			
a Used to refund prior issue(s)	9a		
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	<input checked="" type="checkbox"/>		
11 If any obligation is in the form of a lease or installment sale, check this box	<input checked="" type="checkbox"/>		
12 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box	<input type="checkbox"/>		

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Dallas Massey, Sr. Tribal Attorney	Date	Type or print name and title
Issuer's authorized representative		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return**, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return**, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:
• More than 10% of the proceeds are to be used for any private activity business use, and