



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

**(Approving Credit Agreement between Wells Fargo Bank, N.A. and the White Mountain Apache Tribe)**

**WHEREAS**, pursuant to Resolution No. 01-00-19, the White Mountain Apache Tribe entered into a credit agreement (the "Agreement") with Wells Fargo Bank (the "Bank") on January 3, 2000; and

**WHEREAS**, the terms of the Agreement require an annual review; and

**WHEREAS**, annual renewals have been made by amendment pursuant to prior Resolution Nos. 08-2006-263, 03-2006-89 and 06-2005-160, among others; and

**WHEREAS**, the Bank has prepared a new series of agreements in the form of a Credit Agreement, Revolving Line of Credit Note, Security Agreement for Certificates of Deposit, Security Agreement for the Tribe's Fuel Tax, and a Deposit Account Control Agreement (hereinafter collectively the "Agreements"); and

**WHEREAS**, the Agreements have been reviewed by the Controller, the Treasurer and the Tribal Attorney, who find that the Agreements will continue to allow the Tribe to use funds under the Revolving Line of Credit for the purposes of addressing the Tribe's daily cash flow requirements, as well as ongoing cash management, budgetary and fiscal requirements of the Tribe; and

**WHEREAS**, the terms of the Agreement include arbitration as the form of dispute resolution, enforceable through a limited waiver of the Tribe's sovereign immunity from suit for said purpose if, and only if, the following conditions exist:

(1) A dispute between the Bank and the Tribe arises directly from the Agreements between them for the purposes expressed therein; and

(2) 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 Agreements; and

(3) The claim seeks either (i) specific performance by the Tribe, or (ii) payment of all amounts due under the Agreements and reasonable costs the Bank incurs in collection of such amounts; and

(4) The scope of arbitration is solely limited to breach of contract actions brought pursuant to the Agreement referenced herein for the benefit of the Bank only, or an Assignee of a valid assignment of the Bank's interest in the Agreements, if any; and

(5) The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Agreements 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; and

**WHEREAS**, the Treasurer and Controller have requested that given the financing requirements of the Tribe's operations, consideration of this matter is required by the Tribal Council outside of its regularly scheduled meeting on an urgent basis; and

**WHEREAS**, the Tribal Council finds that the Agreements are in the best interests of the operation of the Tribe's government and enterprises.

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

1. The Agreement between Wells Fargo Bank, N.A. and the White Mountain Apache Tribe, as described herein are hereby approved.
2. A limited waiver of the Tribe's sovereign immunity from suit is hereby authorized for the purposes of enforcing arbitration as the form of dispute resolution if, and only if, the following conditions exist:

(1) A dispute between the Bank and the Tribe arises directly from the Agreements between them for the purposes expressed therein; and

(2) 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 Agreements; and

(3) The claim seeks either (i) specific performance by the Tribe, or (ii) payment of all amounts due under the Agreements and reasonable costs the Bank incurs in collection of such amounts; and

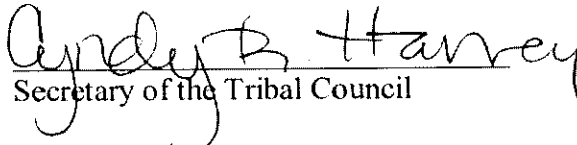
(4) The scope of arbitration is solely limited to breach of contract actions brought pursuant to the Agreement referenced herein for the benefit of the Bank only, or an Assignee of a valid assignment of the Bank's interest in the Agreements, if any; and

(5) The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Agreements 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.

3. The Chairman, or in his absence the Vice-Chairwoman, is hereby authorized to execute the Amendment and any and all documents necessary to effectuate the intent of this Resolution, subject to review by the Tribe's Legal Department.

The foregoing resolution was on August 30, 2006, duly adopted by a vote of SIX for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (b), (h), (j), (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).

  
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Chairman of the Tribal Council

  
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Secretary of the Tribal Council

Resolution No. 08-2006-289

Signatures of the members of the Tribal Council represent their approval of Tribal Council Resolution No. 08-2006-289 initiated the 30th day of August 2006.

Presented Personally by Tribal Council Secretary (TCS)-Indicated by Initials  
\_\_\_\_\_ TCS Initials

\_\_\_\_\_  
Ronnie Lupe  
Tribal Chairman

\_\_\_\_\_  
Date Signed

8/30/06

cm TCS Initials

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Margaret Baha-Walker  
Vice Chairwoman

\_\_\_\_\_  
Date Signed

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\_\_\_\_\_  
Arnold Beach, Sr.  
District I Council Member

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Date Signed

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TCS Initials

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Evangeline Gatewood  
District I Council Member

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Date Signed

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TCS Initials

\_\_\_\_\_  
Lafe Altaha  
District II Council Member

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
TCS Initials

\_\_\_\_\_  
Victoria Brewer  
District II Council Member

\_\_\_\_\_  
Date Signed

08/30/06

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\_\_\_\_\_  
Alvin DeClay, Sr.  
District III Council Member

\_\_\_\_\_  
Date Signed

cm TCS Initials

\_\_\_\_\_  
Kirk Massey, Sr.  
District III Council Member

8/30/06

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Date Signed

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TCS Initials

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Noland Clay  
District IV Council Member

8/30/06

\_\_\_\_\_  
Date Signed

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\_\_\_\_\_  
Wayne Colelay, Jr.  
District IV Council Member

\_\_\_\_\_  
Date Signed

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TCS Initials

\_\_\_\_\_  
Reno Johnson, Sr.  
District IV Council Member

8-30-06

\_\_\_\_\_  
Date Signed

cm TCS Initials

ATTEST:

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Cindy R. Harvey  
Cindy R. Harvey, Tribal Council Secretary

8.31.06

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Date Signed