



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

**(Approving Revolving Reducing Note and Second Amendment to Credit Agreement between Wells Fargo Bank, N.A. and the White Mountain Apache Tribe)**

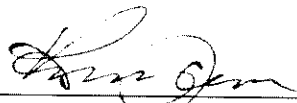
- WHEREAS**, pursuant to Resolution No. 08-2006-263, the White Mountain Apache Tribe entered into a credit agreement (the "Agreement") with Wells Fargo Bank (the "Bank") on or about August 04, 2006; and
- WHEREAS**, the Agreement was modified by the First Amendment to the Credit Agreement made pursuant to Resolution No. 12-2006-426, which expanded the line of credit to \$4.5 million and expires on March 1, 2007; and
- WHEREAS**, due to certain cost containment measures adopted by Resolution No. 12-2006-423, which improved the Tribe's cash flow, the amount of credit extended pursuant to the first Amendment is no longer necessary; and
- WHEREAS**, the Bank recommends that the Tribe enter into a Revolving Reducing Note (the "Note") with provisions that reduce credit availability under the terms of the Note over a period of time, as follows:
- (i) \$4,500,000.00 from the date of the Note up to and including March 1, 2007;
  - (ii) \$3,500,000.00 from March 2, 2007 up to and including May 1, 2007; and
- WHEREAS**, the Controller and Treasurer recommend that the Credit Agreement be modified by a Second Amendment; and
- WHEREAS**, all other terms and conditions of the underlying Agreement will remain in full force and effect, including a limited waiver of sovereign immunity originally provided pursuant to Resolution No. 01-00-19; and
- WHEREAS**, the Revolving Reducing Note and Second Amendment have been reviewed by the Controller, the Treasurer, the Budget and Finance Committee, and the Tribal Attorney, who find that the Agreement 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; and
- WHEREAS**, the Tribal Council finds that the Revolving Reducing Note and Second Amendment are in the best interests of the Tribe.

**Resolution No. 03-2007-46**

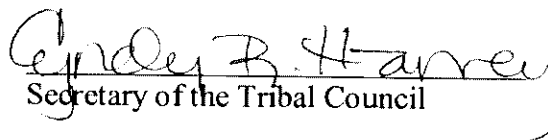
**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that:

1. The Revolving Reducing Note and the Second Amendment between Wells Fargo Bank, N.A. and the White Mountain Apache Tribe, is hereby approved, and shall include, but not be limited to, the following terms:
  - A. Term. Credit availability under the terms of the Note shall be reduced over a period of time, as follows:
    - (i) \$4,500,000.00 from the date of the Note up to and including March 1, 2007;
    - (ii) \$3,500,000.00 from March 2, 2007 up to and including May 1, 2007.
2. All other terms and conditions of the underlying Agreement shall remain in full force and effect, including a limited waiver of sovereign immunity as originally provided pursuant to Resolution No. 01-00-19.
3. The Chairman, or in his absence, the Vice Chairwoman, is hereby authorized to execute any and all document necessary to effectuate the intent of this Resolution, subject to review by the Tribe's Legal Department, and Budget and Finance Committee.

The foregoing resolution was on March 1, 2007, duly adopted by a vote of TEN 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), (i), (k), (s) 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