



WHITE MOUNTAIN APACHE TRIBE

*A Sovereign Nation Exercising Self-Governance
Over the Fort Apache Indian Reservation*

Resolution No. 05-2013-108

(Approving an Engagement Letter between the White Mountain Apache Tribe and Sarah I. Wheelock, Esq. of Fredericks, Peebles & Morgan, LLP to Serve as a Legal Consultant in the Area of New Market Tax Credits and Other Related Matters)

- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe (Tribe) is entrusted by the Tribe's Constitution to act in all matters that concern the welfare of the Tribe, to manage all economic affairs and enterprises of the Tribe, and to regulate subordinate organizations for economic and other purposes; and
- WHEREAS,** the Tribe requires the services of an expert consultant in the area of federal New Market Tax Credits to assist in financing and restructuring the reopening of the Tribe's sawmill facility (FATCO) in Whiteriver, Arizona, along with other related aspects of entering into a financial transaction for such restructuring; and
- WHEREAS,** Sarah I. Wheelock, Esq. of the law firm of Fredericks, Peebles & Morgan, LLP in Winnebago, Nebraska is just such an expert with the ability to assist the Tribe in this endeavor; and
- WHEREAS,** the Tribal Attorney has this day presented an Engagement Letter from Fredericks, Peebles & Morgan, LLP to obtain the services of the firm and Sarah I. Wheelock, Esq., as attached hereto and incorporated by this reference, so that the Tribe may obtain the assistance it requires in the area of New Market Tax Credits; and
- WHEREAS,** the Engagement Letter contains billing rates as well as other charges and information related to the services provided by Fredericks, Peebles & Morgan, LLP and Sarah I. Wheelock; and
- WHEREAS,** the Tribal Attorney recommends that Chairman Ronnie Lupe sign the Client Acceptance portion of the Engagement Letter in order to move forward with the restructuring of FATCO; and
- WHEREAS,** upon review and after consideration of the terms and conditions expressed in the proposed Engagement Letter, the Tribal Council finds that signing the Acceptance is in the best interests of the Tribe.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the Engagement Letter between the Tribe and Fredericks, Peebles & Morgan, LLP and Sarah I. Wheelock, as attached and incorporated by this reference.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances or Federal Laws, this Resolution shall be declared null and void and have no legal effect.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Acting Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution. In the event that the Chairman fails to delegate signatory authority to an Acting Chairman, the Vice-Chairman may sign.

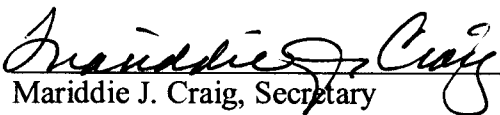
The foregoing resolution was on MAY 16, 2013 duly adopted by a vote of SEVEN for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (b), (d), (i), (s), (t) and (u) of the Tribal Constitution, ratified by the 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).



Ronnie Lupe, Chairman

5/28/13

Date



Mariddie J. Craig, Secretary

05/24/2013

Date

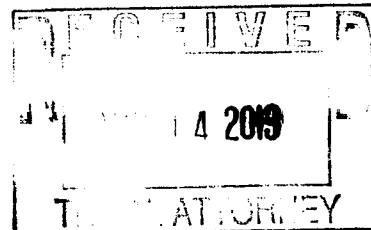


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May 8, 2013

Mr. Ronnie Lupe, Tribal Chairman
White Mountain Apache Tribe
201 E. Walnut Street
Whiteriver, AZ 85941



RE: Engagement for Services

Dear Mr. Lupe,

Fredericks Peebles & Morgan LLP ("FPM") is pleased to have the opportunity to be of service to the White Mountain Apache Tribe (the "Tribe") and its assigns ("Client"). We look forward to working with you and will do our best to provide the highest quality legal services in a responsive and efficient manner. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will provide legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

You have requested that FPM provide to Client legal advice and assistance with regard to the use of federal New Market Tax Credits to finance a restructuring and reopening of the Tribe's sawmill and remanufacturing facility in Whiteriver, Arizona, and related aspects of entering into a financing transaction for the same.

While this letter is intended to deal with the services described above, these terms and conditions will also apply to any additional legal services that FPM may agree to provide that are outside the initial scope of our representation.

In reliance upon information and guidance provided by Client, FPM will provide legal counsel and assistance to Client in accordance with this letter, keep Client informed of progress and developments, and respond to Client's inquiries. To enable FPM to efficiently render these services, Client agrees to fully and accurately disclose to FPM all facts that may be relevant to the matter or that FPM may otherwise request, and to keep FPM apprised of developments relating to the matter. Client will also assist and cooperate with FPM as appropriate in dealing with the matter.

FPM's fees will be based on the amount of time spent by attorneys and paralegals on Client's matter. Each attorney and paralegal has an hourly billing rate. The rate multiplied by the time spent on Client's behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee. FPM's billing rates are as follows:

Partners:	\$250 to \$300 per hour
Associates:	\$225 to \$250 per hour
Paralegal/Law Clerks:	\$100 per hour

We anticipate that the primary attorney working on this matter will be Sarah Wheelock, at a billing rate of \$225 per hour. We require that a partner be assigned to each matter FPM accepts, and I will be the partner on the file, at a billing rate of \$250 per hour.

The billing rates of individual attorneys may be adjusted from time to time within the range described above to reflect increased experience and special expertise of the attorneys and paralegals. The rates of the firm may also be adjusted on an annual basis to reflect inflationary cost increases affecting FPM's practice, and the adjusted rates will apply to all services performed thereafter. The Client must be informed thirty (30) days in advance of all rate adjustments, in no event shall the rate adjustments exceed five (5) percent annually.

The time for which Client will be charged will include, but will not be limited to, telephone and office conferences with Client and counsel, consultants, and others; conferences among our personnel; factual investigation; legal research; responding to Client's requests; drafting of letters and other documents, and travel time.

In addition to FPM's fees, FPM will be entitled to payment or reimbursement for disbursements and other charges incurred such as photocopying, messenger and delivery services, air freight, computerized research, videotape recording, travel (including mileage billed at the federal reimbursement rate, parking, airfare, lodging, meals and ground transportation), long distance telephone and faxing. Unless special arrangements are made, fees and expenses of others and other large disbursements will not be paid by FPM and will be the responsibility of, and billed directly to, Client. Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. Balances over 60 days are subject to a service charge of 1.5% each month. FPM retains the right to discontinue work for non-payment of billed charges. FPM may adjust fees on occasion to reflect increased costs.

Although FPM may from time to time for Client's convenience furnish estimates of fees or charges that we anticipate will be incurred on Client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. FPM will not be bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.

Client has the right at any time to terminate FPM's services and representation upon written notice to the firm. Such termination shall not, however, relieve Client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of Client prior to the date of termination.

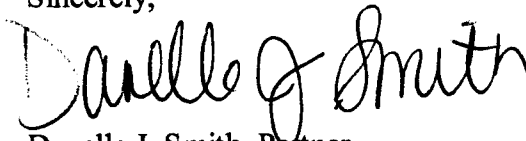
FPM reserves the right to withdraw from our representation with Client's consent or for Good Cause. Good Cause may include Client's failure to honor the terms of the engagement

Mr. Ronnie Lupe, White Mountain Apache Tribe
May 8, 2013
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letter, Client's failure to pay amounts billed in a timely manner, Client's failure to cooperate or follow FPM's advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render FPM's continuing representation unlawful or unethical. If FPM elects to do so, Client will take all steps necessary to free FPM of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete FPM's withdrawal, and FPM will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of Client prior to the date of withdrawal.

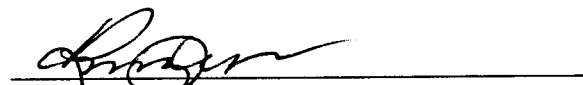
If this Engagement is acceptable, please execute where indicated below, and return one copy to me.

Sincerely,



Danelle J. Smith, Partner
Fredericks Peebles & Morgan LLP

CLIENT ACCEPTANCE



Ronnie Lupe, Tribal Chairman
White Mountain Apache Tribe