

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

- WHEREAS,** effective May 1, 1991, the Chairman of the White Mountain Apache Tribe (the "Tribe") executed the White Mountain Apache Tribe Retirement Savings Plan (the "Plan") and its related Trust Agreement (the "Trust Agreement"); and
- WHEREAS,** on April 11, 1991, the Tribal Council adopted Resolution No. 04-91-105 which granted employees participating in the Plan the authority to select between the investment choices made available under the Plan with respect to all contributions made to the Plan by or on their behalf; and
- WHEREAS,** by adopting Resolution No. 04-91-105, the Tribal Council intended that employees participating in the Plan would be enrolled in and given the opportunity to make investment choices under the Plan as soon as prudent investment alternatives could be secured; and
- WHEREAS,** the Tribal Council retained ERISA, Ltd. to assist the Tribe in selecting appropriate investment vehicles for the Plan, but it has now decided to replace ERISA, Ltd.; and
- WHEREAS,** the Tribal Council has now selected the investment alternatives, but the delay in Plan enrollment caused by unforeseen difficulties in obtaining appropriate investment alternatives has resulted in certain employees, otherwise first becoming eligible for participation in a Tribal retirement plan, not being given the opportunity to elect to participate, and direct the investment of their accounts, in the Plan.
- BE IT RESOLVED** by the Tribal Council that the Tribe amends the Plan, through the adoption of the First Amendment to the Plan, attached hereto and incorporated herein by reference, to provide that the Trustees shall direct the investment of Participant accounts in a highly liquid interest bearing account or accounts from May 1, 1991 to the date on which investment alternatives are selected and made available to Participants (the "interim Period"); and

BE IT FURTHER RESOLVED by the Tribal Council that the Tribe further amends the Plan, through the adoption of the First Amendment to the Plan, to provide for a special Regular Employer Matched Contribution for Employees who first become eligible to participate in the Plan during the Interim Period, regardless of whether they have made Employee Contributions to the Plan, and to provide for special Plan Entry Dates in connection with the initial enrollment and participation in the Plan; and

BE IT FURTHER RESOLVED by the Tribal Council that the Tribe amends the Trust Agreement, through the adoption of the First Amendment to the Trust Agreement, attached hereto and incorporated herein by reference, to provide that the Trustees shall direct the investment of Participant accounts during the Interim Period; and

BE IT FURTHER RESOLVED by the Tribal Council that the provisions in the Plan and Trust Agreement not affected by the First Amendments to the Plan and the Trust Agreement remain in full force and effect, that the First Amendments to the Plan and the Trust Agreement in the forms presented to the Tribal Council be, and the same hereby are, approved and adopted, and that the Chairman of the Tribal Council be, and hereby is authorized, empowered and directed to execute said Amendments with such changes, deletions or additions therein as he may approve, his execution thereof to conclusively endorse his approval of such changes, deletions or additions; and

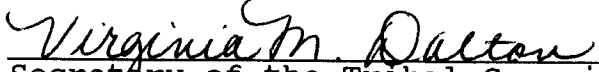
BE IT FURTHER RESOLVED that the proper officers of the Tribe be, and they hereby are, authorized, empowered and directed to file an application, together with any supporting documents, with the United States Treasury Department, with a request for a determination letter that said Plan and Trust Agreement, as amended, meet the requirements of Section 401 (a) of the Internal Revenue Code of 1986, as amended, and to execute such Powers of Attorney, schedules and other documents as may be necessary or required in connection therewith; and

BE IT FURTHER RESOLVED by the Tribal Council that the acts and deeds of the members of the Tribal Council necessary to carry out the intent and purpose of these resolutions be, and the same hereby are ratified, confirmed and adopted as the acts and deeds of the Tribe.

The foregoing resolution was on March 18, 1992, duly adopted by a vote of SIX for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by

Article V, Section 1 (i) of the Amended Constitution and Bylaws of the Tribe, ratified by the Tribe June 27, 1958, and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council


Secretary of the Tribal Council

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MAY - 5 1992

FORT APACHE INDIAN AGENCY
WHITERIVER, ARIZONA

FIRST AMENDMENT TO THE
WHITE MOUNTAIN APACHE TRIBE
RETIREMENT SAVINGS PLAN
TRUST AGREEMENT

Effective May 1, 1991, the White Mountain Apache Tribe (the "Employer") established the White Mountain Apache Tribe Retirement Savings Plan and a related Trust Agreement (the "Trust Agreement"). The Employer, by this instrument, amends the Trust Agreement to confer on the Trustees the authority and responsibility to invest Participant accounts until investment alternatives are selected and made available to Participants.

1. The provisions of this First Amendment shall be effective as of May 1, 1991. This Amendment shall amend only the provisions of the Trust Agreement set forth herein, and those provisions not expressly amended hereby shall be considered in full force and effect.

2. Article Three of the Trust Agreement is hereby amended by adding Section 3.8 to the end thereof as follows:


3.8. Interim Investment.

Notwithstanding any provisions in this Article Three to the contrary, the Trustee is hereby authorized and directed to invest the Trust Fund in a highly liquid interest bearing account or accounts on an interim basis from May 1, 1991 until the date on which investment alternatives are selected by the Employer and made available to the Participants.

3. Except as amended and supplemented by this instrument, the Employer hereby ratifies the Trust Agreement executed on November 6, 1991.

IN WITNESS WHEREOF, the Employer has caused this First Amendment to be executed by its duly authorized representative this 18th day of March, 1992.

WHITE MOUNTAIN APACHE TRIBE

By: 
Its Chairman

3167S

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MAY - 5 1992

FORT APACHE INDIAN AGENCY
WHITERIVER, ARIZONA

FIRST AMENDMENT TO THE
WHITE MOUNTAIN APACHE TRIBE
RETIREMENT SAVINGS PLAN

Effective May 1, 1991, the White Mountain Apache Tribe (the "Employer") established the White Mountain Apache Tribe Retirement Savings Plan (the "Plan"). The Plan, as adopted, provides Participants with the ability to direct the investment of their accounts, but the final selection of the investment options to be afforded to the Participants has not been made. The Employer, by this instrument, amends the Plan to confer on the Trustees the authority and responsibility to invest Participant accounts until investment alternatives are selected and made available to the Participants. By this instrument, the Employer further amends the Plan to provide a special employer contribution to those employees first becoming eligible to participate in the Plan during the period from May 1, 1991 to the date on which investment alternatives are selected and made available to Participants and to allow for special entry dates in connection with the initial enrollment or participation in the Plan.

1. The provisions of this First Amendment shall be effective as of May 1, 1991. This Amendment shall amend only the provisions of the Plan as set forth herein, and those provisions not expressly amended hereby shall be considered in full force and effect.

2. Section 2.1(hh) of the Plan is hereby amended by adding at the end thereof the following:

The Plan Administrator may, by exercise of its discretionary authority in a uniform and nondiscriminatory manner, designate an additional date or dates as a Plan Entry Date in connection with the initial enrollment or participation in this Plan.

3. Section 3.2 of the Plan is hereby amended in its entirety to read as follows:

3.2. APPLICATION TO PARTICIPATE

(a) General Rule. Each Employee who is eligible to become a Participant may become a Participant by completing and signing an enrollment form provided by the Plan Administrator and delivering the form to the Plan Administrator. The Employee shall designate on the form the amount of his Employee Contributions, if any, and shall authorize the withholding from his Earnings of an amount equal to his directed Employee Contributions. An Employee may elect to become a Participant as of any Plan Entry Date, as specified in Section 3.1. If an Employee does not elect to become a Participant as of the date on which he is first eligible to do so he may become a Participant as of any later Plan Entry Date. All forms to be delivered to the Plan Administrator pursuant to this Section 3.2 must be received by the Plan Administrator within such reasonable and uniformly-applied time periods as the Plan Administrator may prescribe for the receipt of forms as a condition of giving effect to or implementing such instructions. If a written instruction cannot be given effect or implemented for a particular period, it shall be effective for the next succeeding period. Any elections to participate or not

to participate in any predecessor plan to this Plan established by the Employer shall be deemed to remain in effect under this Plan until a new election is made pursuant to this Section 3.2(a).

(b) TRANSITION RULE. Each Employee who shall first become eligible to become a Participant as of or subsequent to the Effective Date but prior to the date on which investment alternatives are selected and made available to Participants, which date shall be determined conclusively by the Plan Administrator, shall be deemed to have elected to become a Participant pursuant to this Section 3.2(b) as of the Effective Date or subsequent Plan Entry Date (November 1 or May 1) as of which he first became eligible to become a Participant for the limited purpose of receiving the special contribution provided by Section 5.1(f). Employees who are considered or who are not considered Participants on the basis of elections made under any predecessor plan to this Plan, pursuant to Section 3.2(a), shall not be deemed to become first eligible to participate in the Plan as of or subsequent to the Effective Date for purposes of this transition rule.

4. Section 5.1 of the Plan is hereby amended by adding at the end thereof the following:

(f) SPECIAL MATCHING CONTRIBUTIONS. For those Employees deemed to be Participants pursuant to the special transition rules of Section 3.2(b), the Employer shall make a special Regular Matching Contribution on behalf of each such deemed Participant, regardless of whether such Participant has made Employee Matched Contributions, equal to two and one-half percent (2.5%) of the Participant's Earnings for the period commencing as of the Plan Entry Date as of which he first became eligible to become a Participant and ending

as of the date on which investment alternatives have been selected and made available to the Participants, which date shall be conclusively determined by the Plan Administrator. In order to receive any Regular or Discretionary Matching Contributions after the expiration of said period, such Participant must elect to participate and to make Employee Matched Contributions pursuant to Sections 3.2(a) and 4.1.

5. Article Thirteen of the Plan is hereby amended by adding Section 13.6 to the end thereof as follows:

13.6. INTERIM INVESTMENT OF ACCOUNTS.

Notwithstanding any provisions in this Article Thirteen to the contrary, the Trustee is hereby authorized and directed to invest the Trust Fund in a highly liquid interest bearing account or accounts on an interim basis from May 1, 1991 until the date on which investment alternatives are selected and made available to the Participants, which date shall be conclusively determined by the Plan Administrator. Notwithstanding Section 6.3, the earnings on said investment shall be allocated among the Participants in accordance with such uniform and nondiscriminatory interim procedures as may be prescribed by the Plan Administrator for said purpose.

6. Except as amended and supplemented by this instrument, the Employer hereby ratifies the Plan as executed on November 6, 1991.

IN WITNESS WHEREOF, the Employer has caused this
First Amendment to be executed by its duly authorized
representative this 18th day of March, 1992.

WHITE MOUNTAIN APACHE TRIBE

By: 
Its Chairman

3163S

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MAY - 5 1992

FORT APACHE INDIAN AGENCY
WHITERIVER, ARIZONA