

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

WHEREAS, the Tribe's Community Development Corporation has negotiated an agreement, the First Amended and Restated Limited Partnership Agreement, with the Housing Outreach Fund VIII Limited Partnership, c/o the Enterprise Social Investment Corporation ("ESIC") for the purpose of developing and managing twenty -two (22) residential units for low income households in Whiteriver; and

WHEREAS, the Tribal Council has previously authorized a land lease to the project Partnership, such partnership consisting of the General Partner, CDC, and the Limited Partner, ESIC, for development of the project; and

WHEREAS, the Limited Partner, ESIC, will be the investor in this project; and

WHEREAS, in the highly unlikely event that a superior claim to the land should defeat the leasehold interest which has been created for the housing project, the investment made by ESIC in exchange for the allocation of tax credits would be forfeited; and

WHEREAS, ESIC, for that reason, has requested a guarantee by the Tribe that the land on which the low income housing units are located has a clear title, free from competing claims or liens which may defeat the leasehold previously granted by the Tribe for the project; and

WHEREAS, said guarantee will include a limited waiver of the Tribe's sovereign immunity for the sole purpose of enforcing the terms set forth and agreed to in the title guarantee agreement; and

WHEREAS, under the title guarantee agreement, should there be a default in the status of the land title which is beyond the control and ability of the Tribe to cure, the Tribe would return to ESIC the investment it has made in exchange for the credits, plus the accrued interest; and

WHEREAS, no other waiver of the Tribe's sovereign immunity is requested or contemplated.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribe to enter into a title guarantee agreement with ESIC pursuant to the terms set forth in the proposed agreement, attached herein.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that in order to guarantee the enforcement of the terms set forth in the agreement in the

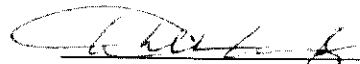
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unlikely event of a default of the agreement it hereby waives the sovereign immunity of the White Mountain Apache Tribe in the courts of the White Mountain Apache Tribe only for the limited purpose of allowing the investor, ESIC, to see enforcement of the title guarantee agreement.

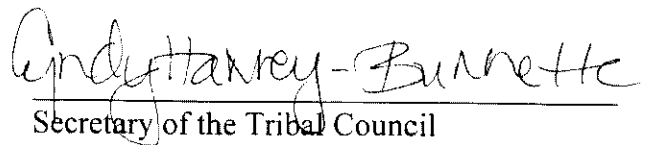
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that no other waiver of sovereign immunity is permitted or contemplated in the waiver set forth herein, and that such waiver is for the sole benefit of the investor, ESIC, for the limited purpose set forth herein and strictly subject to the express terms of the agreement, and does not include any punitive, consequential, or other damages or claims, and is not for the benefit of any other entity or third party.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it authorizes the Tribal Chairman, or in his absence the Vice-Chairman, to execute the documents needed to carry out the intent of this resolution.

The foregoing resolution was on July 2, 2001 duly adopted by a vote of SEVEN 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), (e), (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).



Chairman of the Tribal Council



Secretary of the Tribal Council