

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

WHEREAS, the White Mountain Apache Tribe Public Works Department is the manufacturer and transport source for concrete and materials for many construction and road projects which occur within and without the exterior boundaries of the Fort Apache Indian Reservation; and

WHEREAS, the Public Works Department desires to purchase two (2) Mack Mixer trucks and one (1) Mack dump truck at a cost of \$193,570.00, financed through the Government Leasing Corporation and purchased from Housby Mack, Inc., for ongoing and future projects listed in the Project Inventory list attached to this Resolution, with the goal of reducing cost to the Department and increasing profit to the Tribe; and

WHEREAS, the financing arrangement for purchase of the two mixer trucks and the dump truck requires quarterly payments of \$52,696 due and payable on the following dates: February 1, 2002, May 1, 2002, August 1, 2002, and November 1, 2002 with a final purchase payment of \$1.00 due with the last quarterly payment or shortly thereafter; and

WHEREAS, Government Leasing Corporation (Lessor) requires that the White Mountain Apache Tribe agree to a limited waiver of sovereign immunity to any claim if and only if the following conditions exist:

- The claim is made by Lessor or its assignee and not by any other person, corporation, partnership or entity whatsoever
- The claim alleges an event of default as defined in the agreement
- The claim seeks either: (a) Some specific action, or discontinuance of some action, by the Lessee (White Mountain Apache Tribe Public Works Department), to bring the Lessee into full compliance with the duties and obligations expressly assumed by the Lessee in this Agreement; or (b) Payment of a monetary obligation arising from such non-compliance only, which will be payable solely from the Lessee's revenues derived from will be payable solely from the Lessee's revenues derived from Lessee's operations involving the Equipment leased to the Lessee by this Agreement, and not from any other source or other asset or property of the Lessee; and

WHEREAS, Government Leasing Corporation (Lessor) and the White Mountain Apache Tribe agree that all claims brought against the Tribe pursuant to its limited waiver of sovereign immunity shall be brought in the White Mountain Apache Tribal Court, provided, however, that Lessor shall have the right to appeal any adverse decision, and if such an appeal is not permitted as a matter of law, the parties agree that Lessor shall be entitled to a trial de novo in the United States District Court, and that any resulting decision from the Tribal Court or United States District Court may be enforced by Lessor in the court rendering the final judgement in accordance with the preceding sentence; and

WHEREAS, the Tribal Council has heard from the Director of Public Works on the need for the two

Mack mixer trucks and one Mack dump truck for the daily operations of the Public Works Department, and agrees that the best interests of the Department are served through the lease and purchase of such equipment and that a limited waiver of sovereign immunity is acceptable in light of the need for this equipment, and believes that, upon assurance from the Public Works Director, the lease purchase arrangement described above is favorable.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves of the White Mountain Apache Tribe Public Works Department's proposed lease/purchase agreement with Government Leasing Corporation for two (2) Mack Mixer trucks and one (1) Mack dump truck at a total cost of \$193,570.00 payable in four equal payments of \$52, 696 due and payable on the following dates: February 1, 2002, May 1, 2002, August 1, 2002, and November 1, 2002 with a final purchase payment of \$1.00 due with the last quarterly payment or shortly thereafter.

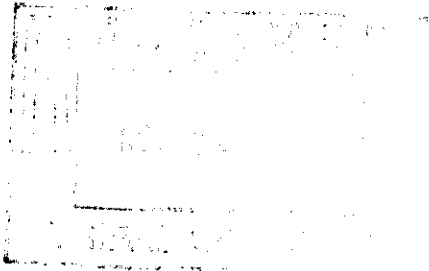
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that it hereby grants a limited waiver of the sovereign immunity of the White Mountain Apache Tribe Public Works Department solely for the White Mountain Apache Tribe's purchase of two Mack mixer trucks and one Mack dump truck, on the condition such limited waiver of sovereign immunity is limited to any claim that meets the following conditions as set forth in the agreement between Government Leasing Corporation and the Public Works Department:

- The claim is made by Lessor or its assignee and not by any other person, corporation, partnership or entity whatsoever
- The claim alleges an event of default as defined in the agreement
- The claim seeks either: (a) Some specific action, or discontinuance of some action, by the Lessee (White Mountain Apache Tribe Public Works Department), to bring the Lessee into full compliance with the duties and obligations expressly assumed by the Lessee in this Agreement; or (b) Payment of a monetary obligation arising from such non-compliance only, which will be payable solely from the Lessee's revenues derived from will be payable solely from the Lessee's revenues derived from Lessee's operations involving the Equipment leased to the Lessee by this Agreement, and not from any other source or other asset or property of the Lessee.

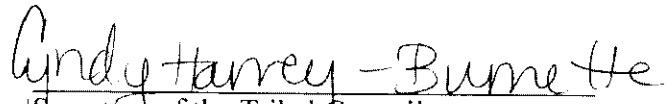
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it endorses the resolution of disputes in the following manner: Government Leasing Corporation (Lessor) and the White Mountain Apache Tribe agree that all claims brought against the Tribe pursuant to its limited waiver of sovereign immunity shall be brought in the White Mountain Apache Tribal Court, provided, however, that Lessor shall have the right to appeal any adverse decision, and if such an appeal is not permitted as a matter of law, the parties agree that Lessor shall be entitled to a trial de novo in the United States District Court, and that any resulting decision from the Tribal Court or United States District Court may be enforced by Lessor in the court rendering the final judgement in accordance with the preceding sentence.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Chairman, or in his absence the Vice Chairman, to sign documents necessary to effectuate the intent and purpose of the Resolution as required in the lease agreement between the White Mountain Apache Tribe Public Works Department and Housby Mack, Inc. for the White Mountain Apache Tribe Public Works Department's lease and eventual purchase of two Mack mixer trucks and one Mack dump truck in four equal payments of \$52, 696 due and payable on the following dates: February 1, 2002, May 1, 2002, August 1, 2002, and November 1, 2002 with a final purchase payment of \$1.00 due with the last quarterly payment or shortly thereafter.

The foregoing resolution was on November 15, 2001 duly adopted by a vote of NINE 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), (c), (i), (k), (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