

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE
FORT APACHE INDIAN RESERVATION
(Approving a Municipal Lease and Option Agreement with Lehigh Capital Access,
Inc. and Authorizing a Limited Waiver of Sovereign Immunity)**

WHEREAS, the White Mountain Apache Tribe desires to purchase a used 1999 Landfill Compactor (the "Compactor") for the Tribe's Public Works Department for use in the course of performing its essential duties to provide waste removal and waste management; and

WHEREAS, the Tribal Council finds that the Compactor should be acquired by the Tribe; and

WHEREAS, the Tribal Council has located financing sufficient to assist the Tribe with acquiring the Compactor through Lehigh Capital Access, Inc. (the "Lessor"), which has provided a Municipal Lease and Option Agreement Number 101-091306-1 (the "Agreement"), as attached and incorporated by this reference in which the Tribe as lessee may lease and/or exercise an option to purchase the Compactor; and

WHEREAS, the Compactor is described as:
(1) one used 1999 Impact 81K Landfill Compactor S/N 13649, with the equipment and options as set forth in the Agreement; and

WHEREAS, the total purchase price for the Compactor is \$148,250.00 that will be paid out over a term of seven (7) years at an annual rate of 7.490%, which adds \$44,942.02 in interest, for a total of \$193,192.02, and there will be 14 scheduled payments at \$13,799.43; and

WHEREAS, the agreement requires that the Tribe agree to a limited waiver of defense of sovereign immunity for binding arbitration if and only if the following conditions exist:

- A dispute between Lehigh Capital Access, Inc. and the White Mountain Apache Tribe arises directly from the Agreement between them for the acquired Compactor described herein.
- The claim alleges a breach by the Tribe of one or more specific obligations of duties with the Tribe expressly assumes under the terms of the Agreement.

- The claim seeks either (1) specific action or discontinuance of some action by the Tribe into full compliance with the duties and obligations expressly assumed by it in the Agreement; (2) payment of all amounts due under the Agreement and reasonable costs incurred by Lessor in the collection of such amounts; or (3) the foreclosure of collateral secured under the Agreement.
- The scope of arbitration is limited to breach of contract or actions brought pursuant to the Agreement for the benefit of Lessor only, or an Assignee of a valid assignment of Lessor's interest in the Agreement.
- The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Agreement, nor to any arbitration proceeding or other proceeding based on alleged tortious conduct, or for the imposition of incidental, consequential, exemplary or punitive damages or lost profits.
- Any claim against which arbitration may be demanded must be made in writing to the Tribe by the Lessor and the Tribe shall have thirty (30) days to act on such claim before arbitration proceedings may be instituted; and

WHEREAS, the Tribal Council finds that after review of the Agreement terms and the required limited waiver of defense of sovereign immunity, the Agreement remains in the best interests of the White Mountain Apache Tribe for the acquisition of the Compactor described above.

NOW, THEREFORE, BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe, that:

1. The Council hereby approves the Tribe's entry into, and agreement with, the Agreement as attached and incorporated by this reference for the lease and/or purchase of the Compactor, for use by the Tribe's Public Works Department in the performance of its essential duties to provide waste removal and waste management, as described as:

(1) one used 1999 Impact 81K Landfill Compactor S/N 13649, with the equipment and options as set forth in the Agreement.

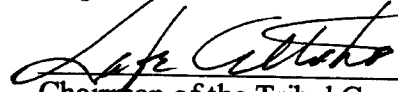
2. As part of the approval of the Agreement, the Tribal Council hereby grants a limited wavier of sovereign immunity for the purpose of effecting dispute

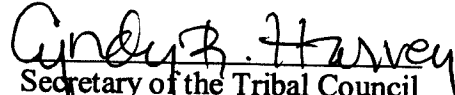
resolution thereunder in the form of binding arbitration if, and only if, the following conditions exist within the Agreement:

- A. A dispute between Lehigh Capital Access, Inc. and the White Mountain Apache Tribe arises from the Agreement between them for the Compactor described herein.
 - B. The claim alleges a breach by the Tribe of one or more specific obligations of duties with the Tribe expressly assumed under the terms of the Agreement.
 - C. The claim seeks either (1) specific action or discontinuance of some action by the Tribe into full compliance with the duties and obligations expressly assumed by it in the Agreement; (2) payment of all amounts due under the Agreement and reasonable costs incurred by Lessor in the collection of such amounts; or (3) the foreclosure of collateral secured under the Agreement.
 - D. The scope of arbitration is limited to breach of contract or actions brought pursuant to the Agreement for the benefit of Lessor only, or an Assignee of a valid assignment of Lessor's interest in the Agreement.
 - E. The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the Agreement, nor to any arbitration proceeding or other proceeding based on alleged tortious conduct, or for the imposition of incidental, consequential, exemplary or punitive damages or lost profits.
 - F. Any claim against which arbitration may be demanded must be made in writing to the Tribe by the Lessor and the Tribe shall have thirty (30) days to act on such claim before arbitration proceedings may be instituted; and
3. The Chairman, or in his absence the Vice Chairwoman, are hereby authorized by the Council to negotiate and execute the Agreement and any related documents for the lease and/or purchase of the Compactor.
 4. The White Mountain Apache Tribe's Public Works Department is hereby authorized to use the Compactor described herein for use in the course of performing their essential duties in providing waste removal and waste management.

Resolution No. 10-2006-351

The foregoing resolution was on 10/17, 2006 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 IV, Section 1 (a), (b), (h), (s), (t), and (u) of the Constitution of the Tribe, ratified by the Tribe on 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

Resolution No. 10-2006-351

Signatures of the members of the Tribal Council represent their approval of Tribal Council Resolution No. 10-2006-351 initiated the 17th day of October 2006.

Presented Personally by Tribal Council
Secretary (TCS)-Indicated by Initials
_____ TCS Initials

Ronnie Lupe
Tribal Chairman

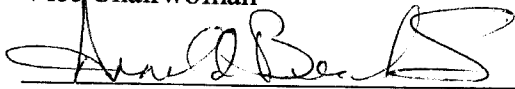
Date Signed

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Margaret Baha-Walker
Vice Chairwoman

Date Signed

_____ TCS Initials



10-20-06



Arnold Beach, Sr.
District I Council Member

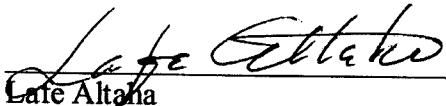
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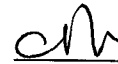
Evangeline Gatewood
District I Council Member

Date Signed

_____ TCS Initials



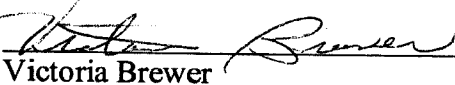
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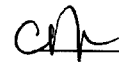
Late Altaha
District II Council Member

Date Signed

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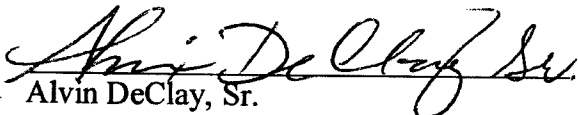
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Victoria Brewer
District II Council Member

Date Signed

_____ TCS Initials



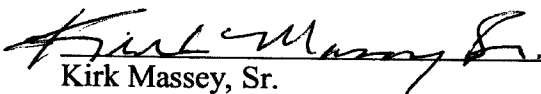
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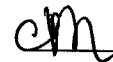
Alvin DeClay, Sr.
District III Council Member

Date Signed

_____ TCS Initials



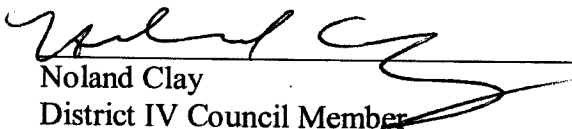
10/20/06




Kirk Massey, Sr.
District III Council Member

Date Signed

_____ TCS Initials



10/20/06



Noland Clay
District IV Council Member

Date Signed

_____ TCS Initials

Wayne Colelay, Jr.
District IV Council Member

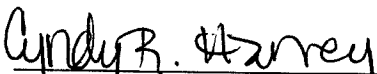
Date Signed

_____ TCS Initials

Reno Johnson, Sr.
District IV Council Member

Date Signed

ATTEST:



10.20.06

Cyndy R. Harvey, Tribal Council Secretary

Date Signed