

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

(Approving Revised Agreement with Merrill Lynch)

- WHEREAS**, pursuant to Article IV, Section 1(a) of the Constitution of the White Mountain Apache Tribe, *inter alia*, the Tribal Council has the authority to represent the Tribe and act in all matters that concern the welfare of the Tribe; and
- WHEREAS**, on December 14, 2004, the Tribal Council of the White Mountain Apache Tribe adopted Resolution No. 12-2004-292, approving a Plan For The Use and Distribution of Judgment Funds ("Use Plan") in the United States District Court of Federal Claims, No. 99-148L, entitled *White Mountain Apache Tribe v. United States of America*; and
- WHEREAS**, the Tribal Council, pursuant to Resolution No. 05-2006-140, did request transfer of Judgment and Settlement Funds from the Office of Special Trustee to the White Mountain Apache Tribe in accordance with the Use Plan; and
- WHEREAS**, the Tribal Council, pursuant to Resolution No. 07-2006-252, chose Merrill Lynch as the company best suited to handle the Fort Apache Settlement Fund; and
- WHEREAS**, the Tribe has agreed to enter into the Merrill Lynch Trust Company Agency Agreement (as amended) ("Agreement") with the Merrill Lynch Trust Company, a division of Merrill Lynch Bank & Trust Co., FSB; and
- WHEREAS**, the Agreement contains, among other provisions, a limited waiver of sovereign immunity and a provision which requires disputes to be arbitrated pursuant to the terms of the Agreement; and
- WHEREAS**, the Tribal Council did approve an Agreement between the Tribe and Merrill Lynch, which was to be negotiated, and a limited waiver of sovereign immunity for the purposes of arbitration, pursuant to Resolution No. 09-2006-325; and
- WHEREAS**, a revised Agreement was subsequently negotiated, as attached and incorporated by this reference; and
- WHEREAS**, the Tribal Council wishes to be bound by all of the terms of the Agreement and the Tribal Council finds that it is in the best interests of the Tribe that a waiver of the Tribe's sovereign immunity from suit be provided for the purposes of effectuating the dispute resolution provisions of the Agreement.

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

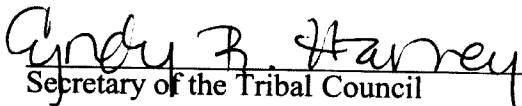
1. The Agreement and all of its terms is hereby attached to and incorporated into this Resolution.
2. Resolution No. 09-2006-325 is hereby rescinded.
3. Resolution No. 07-2006-252 remains in effect, and is hereby attached to and incorporated into this Resolution.
4. The Chairman, or in the Chairman's absence, the Vice-Chairwoman and the Tribe's Treasurer, is hereby authorized to execute the Agreement and any ancillary documents on behalf of the Tribe, and upon such execution, the Tribe shall be subject to the Agreement's terms.
5. A limited waiver of the Tribe's sovereign immunity from suit is hereby authorized for the purpose of effectuating the dispute resolution provisions of the Agreement.

BE IT FURTHER RESOLVED, that all previously adopted Resolutions on the subject of the Agreement with Merrill Lynch are superseded to the extent that they conflict with this Resolution.

The foregoing resolution was on November 21, 2006 adopted by a vote of SIX for and ZERO against, with ONE abstention, by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Sections 1 (a), (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