



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

(Approving Revolving Note and Fourth Amendment to Credit Agreement between Wells Fargo Bank, N.A. and the White Mountain Apache Tribe)

WHEREAS, pursuant to Resolution No. 08-2006-263, the White Mountain Apache Tribe entered into a credit agreement (the "Agreement") with Wells Fargo Bank (the "Bank") on or about August 04, 2006; and

WHEREAS, the Agreement was last modified by the Third Amendment to the Credit Agreement made pursuant to Resolution No. 07-2007-287; and

WHEREAS, in order to meet the financial requirements of the Tribe, the Treasurer and Chief Financial Officer propose an extension of the credit availability provided under the Revolving Note (the "Note"), which is set to be reduced to \$2.5 million on Saturday, March 1, 2008, for another four months, such that the line of credit would remain at its present funding of \$4.5 million through July 1, 2008; and

WHEREAS, under this proposal, the Note would be revised as follows:

A. Terms and Credit Availability. Credit Availability under the terms of the Note shall be modified and extended to April 01, 2008, with the following commitment and maturity levels:

- (i) \$3,500,000 August 1, 2007 through October 31, 2007;
- (ii) \$4,500,000 November 1, 2007 through July 1, 2008;
- (iii) \$2,500,000 July 2, 2008 through August 1, 2008; and

WHEREAS, the Chief Financial Officer and Treasurer recommend that the Credit Agreement be modified by a Fourth Amendment, including the terms expressed herein; and

WHEREAS, all other terms and conditions of the underlying Agreement will remaining full force and effect, including a limited waiver of sovereign immunity originally provided pursuant to Resolution No. 01-2000-19; and

WHEREAS, the Tribal Council finds that the Revolving Note and the proposed Fourth Amendment are in the best interests of the Tribe; and

WHEREAS, given the urgency of the Tribe's financing requirements, the Tribal Council further finds that amendment needs to be considered and made outside of its regularly scheduled meeting, at a duly convened meeting made this date.

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

Resolution No. 02-2008-043

1. The Revolving Note and the Fourth Amendment between Wells Fargo Bank, N.A. and the White Mountain Apache Tribe, is hereby approved, subject to review by the Tribe's Legal Department, and shall include, but not be limited to, the following terms:

A. Terms and Credit Availability. Credit availability under the terms of the Note shall be modified and extended to August 01, 2008, with the following commitment and maturity levels:

- (i) \$3,500,000 August 1, 2007 through October 31, 2007;
- (ii) \$4,500,000 November 1, 2007 through July 1, 2008;
- (iii) \$2,500,000 July 2, 2008 through August 1, 2008; and

2. All other terms and conditions of the underlying Agreement shall remain in full force and effect, including a limited waiver of sovereign immunity as originally provided pursuant to Resolution No. 01-00-19.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice Chairwoman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on February 28, 2008, adopted by a vote of SIX for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (i), (k), (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