



**WHITE MOUNTAIN APACHE TRIBE**  
*A Sovereign Nation Exercising Self-Governance*  
*Over the Fort Apache Indian Reservation*

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**(Approving an Amended and Restated Credit Agreement and other transactional documents between Wells Fargo Bank, N.A. and the White Mountain Apache Tribe)**

- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe (the "Tribe") is entrusted by the Tribe's Constitution to act in all matters that concern the welfare of the Tribe, to manage all economic affairs and enterprises of the Tribe, and to regulate subordinate organizations for economic and other purposes; and
- WHEREAS,** pursuant to Resolution No. 08-2006-263, the Tribe entered into and executed a Credit Agreement ("Credit Agreement") with Well Fargo Bank, National Association (the "Bank"), along with ancillary documents, instruments, agreements, and contracts, including a Revolving Line of Credit Note ("Original Note"), together which initially provided the Tribe with a line of credit of up to \$4.5 million (that line of credit as modified from time to time, the "Line of Credit"); and
- WHEREAS,** the Credit Agreement and Original Note have been amended from time to time; and
- WHEREAS,** in order to meet the continuing financial requirements of the Tribe, the Tribal Treasurer and the Bank now propose that the parties amend and restate the Credit Agreement in form substantially as set forth in the attached Exhibit A (the "Amended and Restated Credit Agreement"), and execute a new line of credit note in favor of the Bank in the form substantially as set forth in the attached Exhibit B (the "New Note"), together which would amend and restate the Credit Agreement and modify the obligations owned to Bank under the Original Note, and those certain security agreements ("Security Agreements") in form as set form in the attached Exhibit C (the Security Agreements, together with the Amended and Restated Credit Agreement and the New Note are collectively "Credit Documents"); and
- WHEREAS,** the Bank and the Tribe have agreed that the Line of Credit will be increased as a result of the execution of the Credit Documents; and
- WHEREAS,** as a sovereign government, the Tribe is absolutely immune from suit except as expressly provided for by act of Congress or by the express consent of the Tribal Council; and
- WHEREAS,** the Credit Documents contain provisions whereby the Tribe grants a limited waiver of sovereign immunity; and
- WHEREAS,** the Tribe's Investment Committee and Budget and Finance Committee have reviewed the Credit Documents, and all other applicable documents, and approved of said documents as to form, and

**WHEREAS,** the Tribe's Treasurer has reviewed the Credit Documents, and all other applicable documents, and recommends the transactions contemplated therein and approval thereof; and

**WHEREAS,** the Tribal Council has determined that entering into and executing the Credit Documents (including the limited waiver of sovereign immunity provided therein), and all other applicable documents relating to the amendment to the Line of Credit is in the best interests of the Tribe.

**BE IT RESOLVED,** that the form, terms and provisions of the Credit Documents together with attachments, exhibits, appended thereto or referred to within the Credit Documents and transactions contemplated therein and all actions necessary for the consummation of the same (including the limited waiver of sovereign immunity, consents to jurisdiction and arbitration provisions contained therein) are authorized and approved in all respects, and furthermore, the Tribe waives any other defenses that might be available to the Tribe as to the enforceability of the Credit Documents and any other applicable documents relating to the Line of Credit; and

**BE IT FURTHER RESOLVED,** that the Tribe does hereby approve and authorize the execution, issuance, delivery and performance of the Credit Documents together with all exhibits, attachments, schedules or other appendices appended to each of the aforementioned Credit Documents; and

**BE IT FURTHER RESOLVED,** that the uniform commercial code law of the jurisdiction where the collateral (as defined in the Amended and Restated Credit Agreement) is located shall govern the creation and perfection of a security interest in the Collateral; and

**BE IT FURTHER RESOLVED,** that, upon the execution and delivery of the Credit Documents as authorized by this Resolution, the Credit Documents are, under the laws of the Tribe, legal, valid and binding obligations of the Tribe, enforceable against the Tribe in accordance with their terms including the limited waivers of sovereign immunity, consents to jurisdiction and agreements to arbitrate as set forth in the Credit Documents, notwithstanding any contrary provisions of Tribal law; and

**BE IT FURTHER RESOLVED,** that the Chairman of the Tribal Council, on behalf of the Tribe, is hereby authorized to execute, deliver and cause the performance of the Credit Documents, and is delegated the authority to make such changes as the Chairman deems necessary, and the Chairman is further delegated the authority to take any all additional actions necessary to implement this Resolution and the Credit Documents;

**BE IT FURTHER RESOLVED,** that, as of the date of this Resolution, the Tribe warrants that no permits, licenses or other governmental approvals, or renewals thereof, are required to be issued by the Tribe or any agency of the Tribe for or in connection with Credit Documents except for permits, licenses and governmental approvals, and renewals thereof, which have already been issued;

**BE IT FURTHER RESOLVED,** that the provisions of this Resolution shall govern, control and take precedence over any contrary provisions of any ordinance, resolution, or other law of the Tribe or adopted on behalf of the Tribe, or by any agent, corporation or instrumentality of the Tribe; and

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances or Federal Laws, this Resolution shall be declared null and void and have no legal effect. This Resolution shall not be subject to Judicial Interpretation, only the Tribal Attorney, with the assistance of the Tribal Council Secretary, may opine on Tribal Council intent and the meaning of the language as used herein.

**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Acting Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution. In the event that the Chairman fails to delegate signatory authority to an Acting Chairman, the Vice-Chairman may sign provided that the Tribal Secretary attests to the veracity of the subject matter of this Resolution. Additionally, the Tribal Treasurer is permitted to make requests for advances pursuant to the Credit Documents and to execute such documents as are necessary to facilitate such advances.

**BE IT FINALLY RESOLVED**, that all acts and things heretofore done and performed (or cause to be done and performed), by any member of the Tribal Council, in the name and on behalf of the Tribe, in connection with the foregoing resolutions, are hereby ratified and approved.

The foregoing resolution was on **September 10, 2012** duly adopted by a vote of **SIX** for, **ZERO** against, and **THREE** abstaining, by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (b), (i), (k), (s), (t) and (u) of the Tribal Constitution, 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).

  
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Ronnie Lupe, Chairman

9-12-12  
Date

  
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Mariddie J. Craig, Secretary

09-12-2012  
Date