



WHITE MOUNTAIN APACHE TRIBE

A Sovereign Tribal Nation

(Approving Lease Agreement between WMAT and Ford Motor Co.)

WHEREAS, the White Mountain Apache Tribe will be acquiring six 2015 Ford Explorers XLT 4WD and the cost of leasing these vehicles is approximately \$192,235.00; and

WHEREAS, the lease agreement incorporates a limited waiver of sovereign immunity for enforcement of the agreement as follows:

“Lessee irrevocably waives its sovereign immunity from suit solely for the limited purpose of enforcement of the terms of this Master Agreement by Lessor. This limited waiver of immunity is granted solely for purposes of Lessor enforcing this Master Agreement and shall be regarded as a limited waiver of sovereign immunity in any proceeding commenced by Lessor for purposes of enforcing the terms of this Master agreement. Nothing contained in this limited waiver shall be construed to confer any benefit, tangible or intangible, on any person or equity not a party to this Master Agreement, their successors and assigns, or as waiver with respect to any such third person or entity, or with respect to any matter not set forth in this Section.”

; and

WHEREAS, the enforcement provisions would allow for the Master Lease Agreement and any Schedule incorporating the terms of the Master Agreement to be construed in accordance with, and governed by, the laws of the State of Arizona.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby enters into an agreement with Ford Motor Company for the lease of vehicles as considered herein.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby grants a limited waiver of sovereign immunity for the purpose of enforcing the terms of the lease agreement as follows:

Lessee irrevocably waives its sovereign immunity from suit solely for the limited purpose of enforcement of the terms of this Master Agreement by Lessor. This limited waiver of immunity is granted solely for purposes of Lessor enforcing this Master Agreement and shall be regarded as a limited waiver of sovereign immunity in any proceeding commenced by Lessor for purposes of enforcing the terms of this Master agreement. Nothing contained in this limited waiver shall be construed to confer any benefit, tangible or intangible, on any person or equity not a party to this Master Agreement, their successors and assigns, or as waiver with respect to any such third person or entity, or with respect to any matter not set forth in this Section.

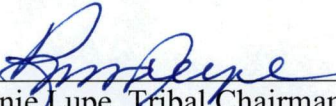
Resolution No. 07-2014-75

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

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, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

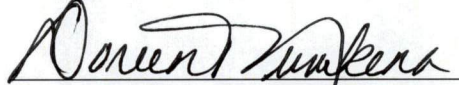
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on **JULY 9, 2014** duly adopted by a vote of **NINE** for and **ZERO** against with **ZERO** abstaining by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1 of the WMAT Constitution, so ratified on September 30, 1993, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).



Ronnie Lupe, Tribal Chairman

7/6/14
Date



Doreen T. Numkena, Tribal Secretary

7-17-2014
Date