

EXHIBIT A

DEVELOPMENT AND MANAGEMENT AGREEMENT

This DEVELOPMENT AND MANAGEMENT AGREEMENT is made and entered into as of the _____ day of March, 2005, between HWAL'BAY BA:J ENTERPRISES, INC., dba GRAND CANYON RESORT CORPORATION, a tribally chartered corporation of, and owned by, the Nation ("GCRC"), and Jim Brown, an individual ("Manager").

RECITALS:

- A. The Nation is the owner of the real property described on Exhibit A (the "Site").
- B. GCRC has the right to utilize the Site for development of the Project, to enter into this Agreement, and to perform its obligations under this Agreement.
- C. Manager is experienced in the tourism business and has the financial strength, proven track record, and past and current business relationships necessary and appropriate to undertake the development and operation of the Project in accordance with the terms of this Agreement.
- D. GCRC desires to have Manager develop and manage the Project in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, GCRC and Manager agree as follows:

ARTICLE 1 DEFINITIONS, TERMS AND REFERENCES

1.1 Definitions. In this Agreement and any exhibits, addenda or riders hereto, the following terms shall have the following meanings:

"Affiliate" means any entity owned or controlled by a party, owning or controlling a party or under common ownership and control with a party, with "control" meaning direct or indirect ownership of five percent (5%) or more of outstanding interests in terms of value or voting power. Without limiting the generality of and notwithstanding the foregoing, the Nation shall be deemed an Affiliate of GCRC.

"Agreement" means this Development and Management Agreement, as it may be amended, supplemented, or renewed from time to time.

"Annual Capital Budget" means the annual capital budget for the Project and certain other matters prepared and submitted by GCRC to Manager pursuant to Section 6.1, as modified and approved from time to time in accordance with the provisions of Section 2.8.

"Annual Operating Budget" means the annual operating budget for the Project and certain other matters prepared and submitted by GCRC to Manager pursuant to Section 5.1, as modified and approved from time to time in accordance with the provisions of Section 2.8.

"Authorities" means all government agencies and authorities, including the Nation, having jurisdiction with respect to the Project.

"Bankruptcy," with respect to a party to this Agreement means any of: (a) the filing by such party of a voluntary petition in bankruptcy under Title 11 of the United States Code, or the

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issuing of an order for relief against such party under Title 11 of the United States Code; (b) the filing by such party of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors; (c) such party's seeking or consenting to or acquiescing in the appointment of any custodian, trustee, receiver, conservator or liquidator of such party or of all or substantially all of its assets; (d) the making by such party of any general assignment for the benefit of creditors; or (e) the entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against such party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the date of entry thereof.

"Business Day" means any day other than Saturday, Sunday, or a legal holiday in the State of Arizona. In this Agreement, any reference to "days" means calendar days, unless the term "Business Day" is used with respect thereto.

"Canyon Creek Ranch" means that certain old-west themed resort facility, operated by Manager, and located in Canyon Creek, Arizona.

"Claims" means any and all obligations, debts, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including reasonable attorneys' fees and litigation and court costs.

"Construction Term" means the period from the Effective Date to (but not including) the date of the Substantial Completion of the Initial Project Improvements and such Initial Project Improvements are first open to the general public, unless the Agreement is terminated earlier as otherwise provided in this Agreement.

"Default Rate" means the Prime Rate, as it varies from time to time, plus two percentage points.

"Effective Date" means the date of this Agreement.

"Final Project Improvements" means the final project improvements as more particularly described on **Exhibit C**.

"Fiscal Year" means a fiscal year which ends on December 31. The words "full Fiscal Year" mean any Fiscal Year containing not fewer than 364 days. A partial Fiscal Year after the end of the last full Fiscal Year and ending with the expiration or earlier termination of the Operating Term shall constitute a separate Fiscal Year.

"Furniture and Equipment" means all furniture, furnishings, wall coverings, fixtures, equipment and systems located at, or used in connection with the Project, together with all replacements therefor and additions thereto.

"GCRC" means Hwal'bay Ba:j Enterprises, Inc., dba Grand Canyon Resort Corporation, a tribally chartered corporation of, and owned by, the Nation, and its successors and assigns.

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"GCRC Construction Costs" mean collectively the following costs incurred by GCRC: (a) the cost of bringing adequate sanitary and storm sewers and water lines to the Project Improvements (the parties agree that water may be trucked in to the Site at GCRC's directions instead of installing a water line); (b) the cost of providing two (2) portable restroom facilities; and (c) the cost of providing two (2) GCRC employees per day for up to 8 hours to assist Manager during the construction of the Initial Project Improvements; and (c) all costs incurred in connection with obtaining all applicable entitlements and the governmental approvals.

"GCRC Contribution Amount" means (a) for calendar year 2005, \$1 for each wholesale customer and \$2 for each retail customer that visits Grand Canyon West or (b) for each calendar year after 2005, the product of two dollars (\$2.00) multiplied by the number of customers visiting Grand Canyon West during a Fiscal Year; provided, however, such amount shall not exceed \$900,000 per Fiscal Year.

"Grand Canyon West" means the Grand Canyon West Airport and related facilities.

"Gross Operating Expenses" means all salaries and employee expenses and taxes (including salaries, wages, bonuses, and other compensation and benefits which shall include, but not be limited to, life, medical and disability insurance and retirement benefits) of the employees who perform services exclusively at the Project in connection with Project operations; repair and maintenance costs and expenses and costs and expenses for Furniture and Equipment (all to the extent not constituting capital expenditures under generally accepted accounting principles); operational supplies and utility expenses and fees; governmental fees and assessments, including the taxes and assessments to be paid pursuant to Section 8.1; insurance premiums for the insurance required to be carried pursuant to Section 7.1; the cost of Inventories; advertising and marketing expenses (including reservation system expenses, if a reservation system is used); and any and all other operating expenses as are reasonably necessary for the proper and efficient operation of the Project and which are incurred in accordance with the provisions of this Agreement, *excluding, however:* (a) federal, Nation, state and municipal excise, sales and use taxes collected directly from customers or as a part of the sales price of any goods or services; (b) amounts paid into the Operating Reserve, (c) the Manager's Fee; (d) any federal, Nation, state, or local income taxes of GCRC or Manager; (e) capital expenditures pursuant to Article 6; (f) costs and expenses for Furniture and Equipment and for maintenance and repairs, to the extent constituting capital expenditures, except as otherwise provided in Section 9.1(a); (g) depreciation and amortization, all determined in accordance with generally accepted accounting principles (except as specifically modified by the terms of this Agreement); and (h) incurred Manager Construction Costs. No part of GCRC's corporate expenses or of Manager's central office overhead or general or administrative expense (as opposed to that of the Project), shall be deemed to be a part of Gross Operating Expenses, except to the limited extent provided in Section 5.4. Gross Operating Expenses shall be determined on an accrual basis.

"Gross Revenues" means all revenues, receipts and income of any kind derived directly or indirectly by Manager as agent for and for payment to GCRC from or in connection with the Project (including revenues from customers using Western Town, gift shop sales receipts, and payments from any licensees or concessionaires [but not including their gross receipts]), whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (a) funds furnished by GCRC (including the GCRC Contribution Amount) or Manager (excluding Manager's Investment); (b) interest accrued on amounts in the Operating Reserve and any capital reserve, (c) federal, state and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (d) proceeds from the sale, condemnation or other disposition of

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non-Inventory assets; (e) returned deposits or refunds to customers, (f) imputed value of goods or services furnished on a complimentary basis, and (g) proceeds of insurance (except as otherwise provided for business interruption insurance under **Section 7.1**). Gross Revenues shall be determined on an accrual basis.

"Initial Project Improvements" means the initial project improvements as more particularly described on **Exhibit B**.

"Inventories" means inventories of merchandise for the gift shop included as part of the Project and inventories of supplies used in the operation of the Project, such as restroom supplies, expendable office supplies, fuel, and other expended supplies and similar items.

"Manager" means Jim Brown, an individual, and any permitted assignee of Manager's rights under this Agreement who assumes the obligations of Manager hereunder pursuant to the terms of this Agreement.

X **"Manager Construction Costs"** means collectively the total costs incurred by Manager in connection with the design and construction of the Project Improvements, including, without limitation: (a) all costs and fees incurred by Manager for the preparation and review of Design Items and the plans and specifications, including without limitation all services of any engineer and consultants employed by or on behalf of Manager; (b) legal fees incurred by Manager in connection with the construction of the Project Improvements and insurance premiums; (c) all costs for labor and materials for construction of the Project Improvements; (d) any costs incurred for any required land balancing, filling, compaction or stripping; (e) the cost of excavation, footings, foundations and backfilling; (f) the cost of any soil borings and related services and the cost of modification to the foundation due to soils conditions; (g) the cost of any remediation of hazardous materials as may be required pursuant to applicable environmental laws, rules and regulations; (h) any costs associated with change orders that are approved pursuant to the terms of this Agreement, to the extent that such costs are to be borne by Manager; and (i) any costs which are Manager's overhead or office or administrative expenses.

"Manager's Fee" means the amounts to be paid to Manager for developing, operating and managing the Project pursuant to **Article 3**.

"Manager's Investment" means an amount equal to the sum of the aggregate total of all Manager Construction Costs actually incurred by Manager. In order for a particular eligible cost or expenditure to be included as part of Manager's Investment, Manager shall have provided to GCRC written receipts or other evidence of payment of the amount of such cost or expenditure. The total amount of Manager's Investment shall be determined and certified in writing to GCRC within 120 days following June 30, 2006.

"Nation" means the Hualapai Indian Tribe.

"Net Revenues" means the excess (if any) of Gross Revenue over Gross Operating Expenses for any Fiscal Year.

"Net Revenue Schedule" means the schedule set forth in **Exhibit D**.

"Net Revenue Percentage Amount" means the percentage of Net Revenues payable by GCRC to Manager based upon the Net Revenue Schedule; **provided, however**, that if, by December 31, 2008, Manager has not earned an aggregate total Manager's Fee pursuant to

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Section 3.1 equal to the Manager's Investment (not to exceed \$500,000), then, until such time as Manager has earned an aggregate total Manager's Fee pursuant to **Section 3.1** equal to the Manager's Investment (not to exceed \$500,000), the Net Revenue Percentage Amount shall be 50% of Net Revenues rather than the percentage of Net Revenues payable by GCRC to Manager based upon the Net Revenue Schedule; **provided, further, however**, that Net Revenues for the fiscal year in which Manager has finally earned an aggregate total Manager's Fee equal to Manager's Investment (not to exceed \$500,000), shall, for purposes of the annual reconciliation pursuant to **Section 3.4**, be prorated for such year, based on a 365-day year, and Manager shall be deemed to have earned and shall be paid 50% of such Net Revenues on a daily basis, until the aggregate total Manager's Fee pursuant to **Section 3.1** equals the Manager's Investment (not to exceed \$500,000), and thereafter the Net Revenue Percentage Amount shall be the percentage of Net Revenues payable by GCRC to Manager based upon the Net Revenue Schedule.

"Operating Term" means the period commencing on the date of the Substantial Completion of the Initial Project Improvements and such Initial Project Improvements are first open to the general public term and terminating on December 31, 2011, unless the Agreement is terminated earlier as provided in this Agreement.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Prime Rate" means the "prime rate" of interest as announced from time to time by Wells Fargo Bank, N.A., or its successor, as its prime rate; **provided, however**, that if Wells Fargo Bank, N.A. or its successor, ceases to announce a prime rate, then the Prime Rate shall be the "prime rate" of interest as announced from time to time by another major national bank selected from time to time by Manager as its prime rate.

"Project" means the Project Improvements, the Site, all Furniture and Equipment, the Inventories, and all other items of real or personal property used in connection with the development, management, and operation of Western Town.

"Project Improvements" means, collectively, the Initial Project Improvements and the Final Project Improvements.

"Proprietary Marks" means the name of the Project and all other trade names, service marks, trademarks or distinctive insignias and logos associated with the operation of the Project during the Operating Term.

"Punchlist Items" means items which are qualitatively minor and which do not impair the use of the Initial Project Improvements or the Final Project Improvements, whichever the case may be, for business operations.

"Related Parties" means the officers, directors, shareholders, members, partners, employees, agents, consultants, accountants, attorneys, successors, and assigns of a particular Person. For all purposes of this Agreement, the Nation and the members of the Hualapai Nation Council, their employees, agents, consultants, accountants, attorneys, successors, and assigns are deemed to be Related Parties of GCRC.



"Standards of Operation" means the standards of quality for the maintenance and operation of a first-class tourist facility equal to, or greater than, the standards existing at Canyon Creek Ranch as of the Effective Date.

"Substantial Completion" means completion of all items of construction in accordance with the Approved Plans and Specifications and the requirements of all governmental authorities and fire underwriters, except for Punchlist Items.

"Tour Operator" means a Person who has an agreement with Manager to arrange, provide, or conduct organized, commercial group tours by fixed wing to Grand Canyon West, or by bus or other means of transportation to future facilities at Grand Canyon West.

"Western Town" means the old-west themed resort facility to be constructed and operated by Manager pursuant to the terms of this Agreement.

1.2 **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all genders. The singular shall include the plural, and the plural shall include the singular; the part includes the whole; the terms "include" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The titles of articles, sections, and subsections in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to "Articles," "Sections," and "Exhibits" shall refer to the corresponding Article or Section of or Exhibit to this Agreement, unless otherwise specifically provided.

1.3 **No Presumption Against any Party.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties and their counsel and, in the case of any ambiguity or uncertainty, shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

1.4 **Exhibits.** All Exhibits attached to this Agreement are by reference made a part of this Agreement.

ARTICLE 2

ENGAGEMENT OF MANAGER; DEVELOPMENT AND MANAGEMENT DUTIES

2.1 **Engagement.** GCRC hereby appoints and engages Manager to act as the developer and manager of the Project throughout the Construction Term and the Operating Term in accordance with the terms of and having the duties set forth in this Agreement. Manager hereby accepts its appointment as the developer and manager of the Project and agrees to develop, supervise, manage, and operate the Project during the Operating Term in accordance with the terms and conditions of this Agreement and in compliance with all applicable federal, Nation, state, and local laws, ordinances, rules, and regulations, including all employment laws and regulations.

2.2 Development of Project.

(a) **General Obligation.** During the Construction Term, Manager shall construct the Project Improvements in accordance with the requirements of this Agreement and the Approved



Plans and Specifications (defined below). The Project Improvements shall be designed and constructed in compliance with (i) all federal laws of general applicability that relate to construction projects, including, without limitation, the Americans with Disabilities Act; and (ii) the building codes and other design and construction requirements that would be applicable to the design and construction of the Project Improvements if the Project Improvements were being constructed on privately owned land located in Mojave County, Arizona; *provided, however*, that this requirement does not impose any obligation to obtain any licenses, consents, or approvals from Mojave County or any agency thereof, unless otherwise required by applicable law.

(b) Conceptual Design.

(i) Within 30 days following the Effective Date, with the Manager agreeing to exercise due diligence with respect thereto, Manager shall submit the following items to GCRC (collectively, the "Design Items") for the review and approval of GCRC. At the conclusion of the 30 day period, if substantial compliance has been accomplished and the Manager has progressed with due diligence, the parties agree to negotiate an extension to complete compliance with items below:

(A) A preliminary schedule for (1) site preparation and (2) construction of the Project Improvements (including proposed construction start date and completion date for each of the Initial Project Improvements and the Final Project Improvements);

(B) A site plan of the Site that indicates the proposed location of all Project Improvements, including parking and landscape areas, all access restrictions, and all existing on-site or off-site features which affect the Site;

(C) A grading and drainage plan for the Site, as it will be developed, depicting both existing and proposed contours, slopes, drainage patterns and drainage structures, if any, such plan to be designed to mitigate any impact that may result if the Site is located in a flood zone;

(D) A landscape plan for the Site, as it will be developed, as proposed by Manager or otherwise required by the applicable governmental agencies, indicating at least type and size of plant materials; and

(E) Lighting and signage details, with dimensions and materials of sign areas proposed.

(ii) GCRC shall promptly review each Design Item submitted to GCRC and approve such Design Item unconditionally or subject to the resolution of any "GCRC Comments" (defined later) with respect to such Design Item. If GCRC unconditionally approves a particular Design Item, it shall so indicate in writing to Manager. If Manager does not receive any GCRC Comments as to a particular Design Item within twenty (20) Business Days of the date of GCRC's receipt of such Design Item, GCRC shall be conclusively deemed to have approved that particular Design Item and to have waived its right to make GCRC Comments with respect to such Design Item. If GCRC provides GCRC Comments with respect to a particular Design Item, the GCRC Comments shall be handled as provided in Section 2.2(d).

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(c) Preliminary Plans and Specifications. Within 30 days following the Effective Date, Manager shall prepare preliminary plans and specifications for the Project Improvements based on the approved Design Items and to deliver 3 sets of such plans and specifications to GCRC. GCRC shall promptly review such plans and specifications and approve them unconditionally or subject to the resolution of any GCRC Comments with respect to the preliminary plans and specifications. If GCRC unconditionally approves the preliminary plans and specifications, it shall so indicate in writing on all 3 sets thereof, and shall promptly return 1 set so approved to Manager. If Manager does not receive GCRC Comments within 20 Business Days of the date of GCRC's receipt of the preliminary plans and specifications, GCRC shall be conclusively deemed to have approved the preliminary plans and specifications and to have waived its right to make GCRC Comments with respect to the preliminary plans and specifications.

(d) Revised Plans and Specifications. In the event of any Authority's disapproval of the preliminary plans and specifications, the parties shall attempt to resolve all issues with such Authority. GCRC shall promptly review the revisions to the plans and specifications, if any, prepared pursuant to disapproval by any Authority and approved by Manager, and approve them unconditionally or subject to the resolution of GCRC Comments with respect thereto. If Manager does not receive any GCRC Comments within 20 Business Days of the date of GCRC's receipt of the revised plans and specifications, GCRC shall be conclusively deemed to have approved such plans and specifications and to have waived its right to make GCRC Comments on them.

(e) Approved Plans and Specifications. Upon written approval by GCRC, Manager and all Authorities of the plans and specifications, such approved plans and specifications shall be signed and dated by the parties and be the approved plans and specifications for all purposes of the Agreement (the "Approved Plans and Specifications").

(f) Payment of Construction Costs.

(i) All Manager Construction Costs shall be paid by Manager, without any reimbursement from GCRC, as and when incurred.

(ii) All GCRC Construction Costs shall be paid by GCRC, without any reimbursement from Manager, as and when incurred.

(g) Mechanics' Liens. Manager shall not permit the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by Manager, or those claiming by, through or under Manager (whether such work, material or services performed or supplied or contracted for arise under this Section 2.2 or any other provision of this Agreement), to be or remain a lien upon the Site or the Project Improvements, but Manager shall have the right to contest the lien in good faith by appropriate judicial proceedings so long as (i) the proceeding operates to stay any execution or foreclosure on the lien, and (ii) Manager diligently pursues the contest to its conclusion. In any event, Manager shall indemnify, defend and save GCRC and its Related Parties harmless for, from and against any and all Claims with respect to any such lien. This indemnity shall survive the expiration or termination of this Agreement.

(h) Commencement and Completion of Project Improvements.

(i) Manager shall promptly commence, and with due diligence, proceed to construct the Project Improvements in accordance with the Approved Plans and Specifications.

(ii) Manager agrees that Substantial Completion of the Initial Project Improvements shall have occurred by December 31, 2005 (the "Initial Project Completion Date"), *provided, however*, that the Initial Project Completion Date shall also be extended pursuant to change orders approved by GCRC and Manager, as provided in Section 2.2(k), and for force majeure events, as provided in Section 2.2(l). Manager further agrees that Substantial Completion of the Final Project Improvements shall have occurred by June 30, 2006 (the "Final Project Completion Date"), provided, however, that the Final Project Completion Date shall also be extended pursuant to change orders approved by GCRC and Manager, as provided in Section 2.2(k), and for force majeure events, as provided in Section 2.2(l). Substantial Completion of each of the Initial Project Improvements and the Final Project Improvements shall not be deemed to have occurred unless and until Manager shall have delivered to GCRC the following: (A) a certificate from the Manager certifying that with the exception of the Punchlist Items, the construction of the Initial Project Improvements or the Final Project Improvements, whichever the case may be, has been completed in compliance with the Approved Plans and Specifications; (B) copies of lien releases or lien waivers from all potential lien claimants, or other evidence reasonably satisfactory to GCRC that the Initial Project Improvements or the Final Project Improvements, whichever the case may be, have been completed lien free; and (C) all permits, including, if applicable, a final certificate of occupancy, necessary for GCRC's use and occupancy of the Site, except for usual and customary business licenses. Manager shall, at its sole expense and with due diligence, promptly complete such Punchlist Items no later than 30 days after Manager's receipt of the punchlist in accordance with the Approved Plans and Specifications and to GCRC's satisfaction.

(i) Certain Remedies.

(i) If Manager fails to achieve Substantial Completion of either the Initial Project Improvements or the Final Project Improvements by the Initial Project Completion Date or the Final Project Completion Date, as the case may be, Manager shall pay to GCRC, in addition to all other sums which Manager is obligated to pay to GCRC under this Agreement, as liquidated damages and not as a penalty, the sum of \$500 per calendar day for each calendar day commencing with the day after the Initial Project Completion Date or the Final Project Completion Date, as the case may be, and concluding on, and including, the day on which Substantial Completion is achieved. In addition, if Manager fails to achieve Substantial Completion of either the Initial Project Improvements or the Final Project Improvements by the Initial Project Completion Date or the Final Project Completion Date, as the case may be, by the date which is 365 days after such Initial Project Completion Date or the Final Project Completion Date (each, a "Completion Date Anniversary"), Manager shall pay to GCRC, in addition to all other sums which Manager is obligated to pay to GCRC under this Agreement, as liquidated damages and not as a penalty, the sum of \$1,000 per calendar day for each calendar day commencing with the day after the respective Completion Date Anniversary and concluding on, and including, the day on which Substantial Completion is achieved. The liquidated damages represent a reasonable endeavor by the parties to estimate a fair

compensation for the foreseeable losses which might result from such delay, it being understood that the amount of actual damages would be extremely difficult, impracticable or impossible to ascertain. The liquidated damages do not include and specifically exclude any costs, expenses and damages to GCRC caused by claims made against GCRC by any Person as a consequence of such delay. GCRC also reserves the right to prove and recover additional damages beyond the liquidated damages for breaches of its obligations under this Section 2.2 other than failure to complete the Initial Project Improvements or the Final Project Improvements by the Initial Project Completion Date or the Final Project Completion Date, as the case may be.

(ii) If Manager fails to achieve Substantial Completion of the Initial Project Improvements or the Final Project Improvements by the Initial Project Completion Date or the Final Project Completion Date, as the case may be by, then GCRC may, upon 30 days prior written notice to Manager complete construction of the such Initial Project Improvements or Final Project Improvements, as the case may be, and Manager shall be liable to GCRC for the cost of such construction and any additional costs or expenses reasonably incurred by GCRC as a result of Manager's default. In such event, GCRC shall have the right to assume or reject, as it deems advisable, any contracts previously executed by Manager in connection with the performance of the work (and all contracts shall permit such assumption) and Manager agrees to indemnify, defend and hold GCRC and its Related Parties harmless from and against all Claims arising on account of any default under the contracts by Manager or on account of GCRC's rejection of the contracts. This indemnity shall survive the expiration or termination of this Agreement.

(j) GCRC's Right to Reject Work. While the Project Improvements are being constructed, GCRC and its representatives shall, at all times, have access to the Work at the Site or wherever it may be in preparation, and Manager shall provide proper facilities for such access and inspection of the Work. If GCRC in its reasonable judgment rejects any Work or materials as failing to conform to the Approved Plans and Specifications, Manager shall, without cost to GCRC, promptly remove all such rejected material and promptly replace all rejected Work and all Work damaged or destroyed by any defective workmanship and material or by removal of such Work or materials and shall replace the same with material or workmanship conforming to the Approved Plans and Specifications. Notwithstanding the foregoing, GCRC's failure to reject Work shall not relieve Manager of responsibility to construct the Project Improvements in accordance with the Approved Plans and Specifications.

(k) Change Orders. If, at any time after there are Approved Plans and Specifications and prior to completion of the Project Improvements, either party proposes a change in the work (a "Proposed Change"), such change shall be made subject to the approval of both Manager and GCRC. If the Proposed Change is approved, the Initial Project Completion Date shall be adjusted, and, if the Proposed Change was initiated by GCRC, then the costs of the Proposed Change shall be borne by GCRC; otherwise, the costs shall be borne by Manager as part of Manager Construction Costs. If the parties do not approve the Proposed Change, then the Project Improvements shall be completed in accordance with the Approved Plans and Specifications and any previously approved change orders, without the Proposed Change.

(l) Force Majeure. Time is of the essence of the provisions of this Section 2.2. However, the required dates for beginning and completing construction of the Project Improvements shall be extended for a period or periods of time equal to any period of delay caused by fire or other casualty, acts of God, war, riot or insurrections, strikes, governmental regulations or any other cause (except financial) beyond the reasonable control of Manager;

provided, in the event of any such delay, Manager shall promptly give written notice to GCRC of the occurrence and cause of the delay and, upon the termination thereof, the termination of the delay. During any such delay period, Manager shall work with GCRC to attempt to mitigate the delay.

(m) Ownership of the Project. Ownership of the Site and all Project Improvements shall be and remain in the Nation throughout the Construction Term and the Operating Term.

2.3 Management of Project. During the Operating Term, Manager shall manage the Project in accordance with the requirements of this Agreement, with full responsibility and authority to supervise, direct and control the management and operation of the Project, subject in every case to the authority limitations and other restrictions set forth in Section 2.7 and elsewhere in this Agreement and to the requirement that all such actions shall be consistent with the then effective approved Annual Operating Budget and Annual Capital Budget, such responsibility and authority (as so limited) to include, without limitation, the following:

(a) Manage the Project in manner consistent with the Standards of Operation and the requirements of this Agreement, including, without limitation, providing a minimum of eight (8) horses, each certified by a veterinarian, for use in providing horseback rides to visitors;

(b) Schedule, manage and provide, at the minimum, three (3) twenty-minute Western shows per day, the quality of which shall be approved by GCRC; GCRC and Manager shall collectively decide on how many additional shows in excess of the minimum amount set forth in this Section 2.3(b) will be conducted each day;

(c) Subject to GCRC's prior written approval, determine, establish, and maintain advertising, public relations and promotional policies appropriate for the Project;

(d) Cause all ordinary and necessary repairs and maintenance to be made to the Project and after prior notification and approval by GCRC cause all such other things to be done in or about the Project as shall be necessary to comply with all requirements of governmental Authorities, boards of fire underwriters and other bodies exercising similar functions, *provided, however,* that repairs the costs of which are properly capitalized shall be made by Manager only to the extent that (i) such costs are included within an Annual Capital Budget that has been approved by the parties or (ii) emergency conditions require the performance of capitalized repairs in order to prevent damage or injury to persons or property before approval by GCRC of an appropriate modification of the Annual Capital Budget can be reasonably obtained;

(e) Purchase all Inventories and such other services and merchandise as are necessary for the proper operation of the Project in accordance with the Standards of Operation, to the extent the costs thereof are included within an approved Annual Capital Budget, and arrange for the purchase and installation of Furniture and Equipment (including additions to or replacements of such items) to the extent the costs thereof are included within an approved Annual Capital Budget;

(f) When specifically requested by GCRC, collect all Gross Revenues at the point of sale or service and, on a daily basis, after the total amount of Gross Receipts for such day have been determined jointly by a representative of Manager and GCRC, such Gross Receipts shall be transferred and delivered to GCRC at the Western Town facility. Following transfer of the daily Gross Receipts to GCRC as provided above, Manager shall have no further responsibility for security for such daily Gross Receipts.

(g) Collect directly from customers any and all federal, Nation, state and municipal excise, sale, transaction privilege, and use taxes imposed on the sales price of any goods or services furnished (collectively, "Sales Taxes"), with such amounts to be handled in the same manner as provided above in Section 2.3(e) for Gross Revenues;

(h) Within 3 days of receipt of invoices and other documentation that relate to the Project, provide to GCRC copies of all such invoices and other documentation, including all documentation relating to Gross Operating Expenses and capital expenditures that need to be paid. All such invoices and other documentation must be sent to GCRC via facsimile within the 3-day period, with copies to also be sent simultaneously by mail or other method of delivery authorized pursuant to Section 15.10. Documentation provided pursuant to this Section 2.3(h) need not be sent to legal counsel for GCRC. Manager will also use its commercially reasonable efforts to have all such invoices and other documentation sent directly to GCRC;

(i) Comply with all laws, statutes, regulations and ordinances of all governmental authorities with respect to the management, use and operation of the Project, except that Manager shall be responsible for capital expenditures in connection therewith only as required by the Annual Capital Budget or Article 9;

(j) Bond over or make other adequate provision for the payment of any liens by mechanics, materialmen, suppliers, vendors or others producing labor or services to the Project from work for which GCRC has made funds available in the Operating Account or otherwise; and

(k) Clean and maintain the Project, including the portable restrooms, floors, windows and parking facilities, on a daily basis in order to ensure a clean and sanitary environment.

(l) Western Town shall be operated and available for use by the public throughout the Operating Term at the following times:

(A) Daily, starting each day at: (i) 8:00 AM Arizona time and ending at 6:00 PM Arizona time during the period commencing on April 1 through October 31; and (ii) 9:00 AM Arizona time and ending at 5:00 PM Arizona time during the period commencing on November 1 through March 31; and

(B) At such other times as GCRC and Manager shall mutually agree upon from time to time, as necessary or appropriate to facilitate and encourage visits to Western Town.

2.4 Operating Licenses. Manager shall obtain and maintain all licenses and permits required under applicable laws and ordinances in order to operate the Project in accordance with the terms of this Agreement. GCRC agrees to promptly execute and deliver any and all applications, certificates and other documents and information as may be reasonably requested by Manager from time to time for obtaining and maintaining such licenses and permits and to provide such additional assistance and cooperation as may be reasonably requested in connection therewith. Costs incurred in obtaining these licenses and permits and keeping them in full force and effect are considered Gross Operating Expenses.

2.5 General Standards of Operation. Manager shall perform its responsibilities and duties hereunder in a manner consistent with the requirements of this Agreement and the Standards of Operation.

2.6 Employees of the Project.

(a) Employment Policies. The parties shall jointly determine all labor policies, including wages and salary rates and terms, benefits, pension, retirement, bonus and employee benefit plans for employees at the Project, all of which policies shall be in compliance with the Standards of Operation, the provisions of this Section 2.6 and the other requirements of this Agreement.

(b) General Authority of Manager. Manager shall have the right to hire, supervise, direct and terminate the personnel employed in the operation of the Project as Manager may reasonably deem necessary or desirable for the proper operation, maintenance and security of the Project. All hiring and promotion actions shall also comply with the requirements of Section 2.6(e); provided, however, in addition to the requirements of Section 2.6(e), before the on-site manager is hired or terminated by Manager, Manager shall first have obtained the prior written consent of GCRC.

(c) Personnel are Manager's Employees. All personnel employed from time to time to render services in connection with the Project (including the general manager and supervisors) shall be employees of Manager and not employees of GCRC. GCRC shall not supervise or direct (or attempt to supervise or direct) the general manager or any of such Project employees, but shall have the right to communicate with the general manager and other managerial employees of the Project from time to time regarding the management policies and the operation of the Project.

(d) Indemnity. Manager shall pay, indemnify, defend, and hold harmless GCRC and its Related Parties for, from and against any and all Claims arising in connection with any claim or other matter asserted by an employee, former employee or potential employee of the Manager who renders services in connection with the Project regarding hiring, discharge, supervision, pay and other employment matters including without limitation any workers' compensation, discrimination and personal injury claims, except that the foregoing indemnity shall not apply to the extent any such Claims arise from the acts of GCRC, its agents, or any of GCRC's Related Parties or are covered by insurance maintained pursuant to this Agreement. Manager shall also pay, indemnify, defend, and hold harmless GCRC and its Related Parties for, from and against any and all Claims arising by reason of any claims of unfair labor practices or otherwise relating to attempts to cause any employees or Manager to join a union or other organized labor organization. This indemnity shall survive the expiration or termination of this Agreement.

(e) Employment Preferences.

(i) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Project is reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(ii) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Manager in connection with the operation of the Project in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(iii) Manager shall notify the Director of Human Resources for GCRC and the Nation (the "Personnel Director") of all job openings at the Project and the required qualifications for such job openings. Manager shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three days prior notice so that a qualified Eligible Individual may be referred for employment.

(iv) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three days prior to the filling of any such vacancy if Manager proposes to fill said vacancy with a non-Eligible Individual.

(v) It is the purpose and intent of the provisions of this Section 2.6(e) that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment. It is not the intent and purpose of this Section 2.6(e) to establish quotas. If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Manager, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

2.7 Limitations on Authority. Any other provision of this Agreement to the contrary notwithstanding, unless included within or otherwise contemplated by an approved Annual Operating Budget or Annual Capital Budget, Manager shall not, without GCRC's specific approval in each instance:

(a) Enter into any agreement relating to the Project with any other Person offering or providing tour services similar to those offered or provided by a Tour Operator;

(b) Enter into any lease with respect to any portion of the Project or any license or concession agreement for any portion of the Project;

(c) Contract for or otherwise incur any liability for any single Gross Operating Expense or capital expenditure in excess of \$10,000 unless such item is specifically contained in either an Annual Operating Budget or an Annual Capital Budget, except if emergency conditions require the performance of capitalized repairs in order to prevent damage or injury to persons or property before approval by GCRC of an appropriate modification of the Annual Operating Budget or Annual Capital Budget can be reasonably obtained;

(d) Incur any liability on behalf of GCRC for the purchase of goods, supplies or services from Manager or any of its Affiliates unless the price and terms thereof are competitive with those obtainable from unrelated vendors, or are the subject of competitive bidding, or are regulated by governmental agencies;

(e) Borrow any money on behalf of GCRC (or for GCRC's account) or sell (or agree to sell) any assets of the Project (other than Inventories and other than items of Furniture and Equipment being replaced in the ordinary course of business) that have not been specifically designated for sale in an approved Annual Capital Budget;

- (f) Establish credit policies with respect to the operation of the Project or enter into policies and agreements with credit card organizations and travel organizations;
- (g) Do any act affecting the Nation's ownership of the Project or the rights of GCRC in the Project;
- (h) Do any act obligating GCRC to any third party that is not reasonably related or incidental to the performance of Manager's responsibilities in accordance with the terms and conditions of this Agreement, including the then effective approved Annual Operating Budget and Annual Capital Budget;
- (i) Incur any expense for capital improvements, replacements, or repairs which is properly capitalized and which is not contained in the approved Annual Capital Budget, except to the limited extent permitted by Section 2.3(d);
- (j) Set the prices for customers to visit Western Town; or
- (k) Do any other act or incur any expenditure that, pursuant to the terms of this Agreement requires the prior consent or approval of GCRC unless and until such consent or approval is first obtained in writing.

2.8 Approval Process. Whenever in this Agreement the consent or approval of a party is required, unless otherwise provided in this Agreement with respect to such matter, the party requesting such approval or consent shall provide the other party with a written request for such approval or consent, providing sufficient detail to allow the other party to adequately and properly evaluate the request. Unless otherwise provided in this Agreement, a party shall not unreasonably withhold, delay, or condition its consent or approval; however, if a party fails to respond to a written request for consent or approval within 20 Business Days of receipt of the request and the detailed explanation, such party shall be deemed to have approved the matter. All disapprovals must be in writing and contain a detailed explanation for such disapproval.

2.9 Negation of Property Interest. The covenants of GCRC and other provisions of this Agreement are not intended (and shall not be construed) to create or grant a leasehold or any other real property interest in favor of Manager with respect to all or any part of the Project, other than a license to use the Project as set forth in this Article 2 for so long as this Agreement remains in effect.

2.10 Performance of Management Services by Subsidiary. From time to time, Manager may provide its management services pursuant to this Agreement through a Qualified Subsidiary; subject in all cases to the following:

- (a) Manager shall remain fully liable and obligated for all of the obligations and duties of Manager under this Agreement;
- (b) Prior to performing any services under this Agreement, the Qualified Subsidiary shall agree in writing, for the benefit of GCRC and Manager, to be bound by the terms of this Agreement applicable to Manager, as they relate to the services to be performed by such Qualified Subsidiary, and to perform those services in accordance with the terms and conditions of this Agreement;

(c) Manager shall not be entitled to delegate any right to approve or consent to any matter under this Agreement requiring the consent or approval of Manager, and under no circumstances will any consent or approval ever be required from the Qualified Subsidiary;

(d) Manager shall supervise the Qualified Subsidiary in all aspects of the services performed by the Qualified Subsidiary, and Manager agrees to indemnify, defend, and hold GCRC and its Related Parties harmless for, from and against any and all Claims arising out of or resulting from the services performed by the Qualified Subsidiary or the actions of the Qualified Subsidiary, to the extent such services or actions are not in compliance with the terms of this Agreement, which indemnity shall survive the expiration or termination of this Agreement; and

(e) Any and all costs that are incurred in connection with the delegation permitted by this Section 2.10 that would not have been incurred but for the delegation, such as fees payable to the Qualified Subsidiary, shall be paid exclusively by Manager promptly when due, and under no circumstances shall such costs be deemed Gross Operating Expenses.

As used in this Section 2.10, a "Qualified Subsidiary" means an entity that is wholly owned by Jim Brown, or a trust in which Jim Brown is the sole trustee, or any combination of the foregoing and in which Jim Brown has primary management responsibility; *provided, however*, that, up to 10% of the ownership interests in the Qualified Subsidiary may be held by third parties that have been approved in writing by GCRC, such approval not to be unreasonably withheld, delayed, or conditioned.

ARTICLE 3 MANAGER'S FEE; DISBURSEMENT TO GCRC

3.1 Amount of Manager's Fee. In consideration of Manager's performance hereunder, GCRC shall pay to Manager a Manager's Fee equal to the following: Commencing on the first day of the Operating Term and ending on the last day of the Operating Term, an amount equal to the Net Revenue Percentage Amount for each Fiscal Year.

3.2 Net Revenues; Limitation; Disbursements. No Manager's Fee shall accrue or be payable unless the actual Gross Operating Revenues for a given Fiscal Year exceed the Gross Operating Expenses for that Fiscal Year, such that there are no Net Revenues for such Fiscal Year. If there are Net Revenues for a given Fiscal Year, as determined by the Annual Operations Statement provided by GCRC for such Fiscal Year, 100% of such Net Revenues shall be distributed to GCRC as soon as they are determined, but in any event within 60 days following the end of the Fiscal Year to which such Net Revenues relate.

3.3 Interim Payments. Within 45 days following the end of each calendar quarter occurring within a particular Fiscal Year, GCRC shall pay to Manager an interim amount equal to 90% of the percentage set forth in Section 3.1 applicable to the fiscal year in which such calendar quarter occurs of the excess, if any, of Gross Revenues over Gross Operating Expenses for such quarter, as determined by GCRC (each such payment being referred to as an "Interim Payment").

3.4 Annual Reconciliation. Within 60 days following the end of each Fiscal Year for which there are Net Revenues, GCRC shall pay to Manager an amount equal to the Manager's Fee for such Fiscal Year less the aggregate total of the Interim Payments made to Manager pursuant to Section 3.3 with respect to such Fiscal Year; *provided, however*, that if the aggregate total of such Interim Payments exceeds the Manager's Fee for such year, then Manager shall pay the excess to GCRC within the 60-day period.

ARTICLE 4
BOOKS AND RECORDS; ACCOUNTING

4.1 Books and Records. GCRC shall keep full and adequate books of account and other records reflecting the results of operation of the Project, all in accordance with generally accepted accounting principles. The books of account and all other records relating to or reflecting the operation of the Project shall be kept at the offices of GCRC and shall be available to Manager and its representatives and its auditors or accountants, at all reasonable times and upon reasonable notice for examination, audit, inspection, copying and transcription. All of such books and records pertaining to the Project at all times shall be the property of GCRC. Within 30 days of Manager's written request and at Manager's expense, GCRC will provide Manager with copies of all books of account and other records of the Project, which are reasonably available and not disposed of in accordance with GCRC's document retention policy. Within 30 days of GCRC's written request and at GCRC's expense, Manager will provide GCRC with copies of all invoices, books of account and other records relating to the construction phase of the Project, which are reasonably available and not disposed of in accordance with Manager's document retention policy.

4.2 Accounting.

(a) GCRC shall deliver to Manager within 20 days after the end of each calendar quarter an interim accounting showing the results of the operation of the Project for such quarter and for the Fiscal Year to date (including a computation of Gross Revenue and Gross Operating Expenses). Such interim accounting and the annual accounting referred to below shall: (i) be taken from the books and records maintained by GCRC for the Project in the manner hereinafter specified; and (ii) separately state the amount of the Manager's Fee.

(b) Within 60 days after the end of each Fiscal Year, GCRC shall deliver to Manager an unaudited annual income statement and balance sheet for the Project, prepared on an accrual basis, showing Gross Revenues, Gross Operating Expenses, Net Revenues, and any other information necessary to make the computations required hereby for such Fiscal Year (collectively, the "Annual Operations Statement").

(c) The annual financial statements for the Project shall be audited by an independent firm of certified public accountants selected by GCRC. If the audit is conducted by a Qualified Accounting Firm, the cost of the audit shall be included within Gross Operating Expenses. Otherwise, the cost of the audit shall be borne by GCRC. The audit shall be conducted in accordance with generally accepted accounting principles. As used in this Agreement, a "Qualified Accounting Firm" is an accounting services firm (i) approved by Manager, or (ii) meeting the following criteria: (A) having offices in at least three states; (B) having a regional or national reputation for high standards of professionalism within the accounting and auditing field; (C) having at least 75 partners or principals; (D) having expertise in the area of auditing within the hospitality industry; and (E) having one or more partners or principals licensed as certified public accountants within the State of Arizona. The parties agree that Moss Adams LLP qualifies as a Qualified Accounting Firm.

4.3 Records Retention. Manager agrees to keep full, complete and proper invoices and records relating to the construction phase of the Project. GCRC agrees to keep full, complete and proper books, records and accounts of Gross Revenues and Gross Operating Expenses and of capital expenditures as are normally examined and required to be kept by an independent accountant pursuant to accepted auditing standards in performing an audit of the same. All such books, records and accounts for

a particular Fiscal Year shall be kept for a period of at least three years following the end of each Fiscal Year.

4.4 Right to Audit. At any time within two years after the end of a Fiscal Year, Manager may cause an audit of the books and records of the Project to be made, at Manager's sole expense and not as a Gross Operating Expense, for the purpose of verifying the accuracy of the Annual Operations Statement for such Fiscal Year and any other computations under this Agreement relating to such Fiscal Year. The audit shall be performed by a certified public accountant selected by Manager, and GCRC agrees to make all records available for the audit at its offices, unless Manager agrees to a different location. If the results of the audit show any discrepancies that would affect amounts paid or payable by Manager under this Agreement, then within 10 days of the completion of the audit and the determination of such discrepancy, Manager and GCRC shall make any necessary adjusting payments between themselves to remedy the discrepancy.

ARTICLE 5 OPERATING BUDGET; OPERATING EXPENSES

5.1 Annual Operating Budget. The "Annual Operating Budget" for each Fiscal Year, commencing with the Fiscal Year in which the Operating Term commences, shall consist of reasonable estimates of Gross Revenues and Gross Operating Expenses for such Fiscal Year, itemized in a reasonable format, together with the assumptions, in narrative form, forming the basis of such estimates. The Annual Operating Budget shall also include provisions for an operating reserve (the "Operating Reserve"), with the Operating Reserve to be funded as provided in this Agreement. At least 60 days prior to the commencement of each Fiscal Year, commencing with the Fiscal Year in which the Operating Term commences, GCRC shall prepare and submit the Annual Operating Budget for such Fiscal Year to Manager for its review and approval. Once both Manager and GCRC are in agreement on the terms of the Annual Capital Budget for a particular Fiscal Year, Manager shall be authorized to implement such approved Annual Capital Budget.

5.2 Payments; Timing; and Penalties. GCRC shall pay all Gross Operating Expenses (to the extent consistent with the approved Annual Operating Budget) on or before the date such expenses are due and payable without incurring any additional fees, premiums, interest, or penalties.

5.3 Operations on behalf of GCRC. In performing its duties under this Agreement, Manager shall act solely for the account of GCRC. All debts and liabilities to third persons incurred by Manager in the course of its operation and management of the Project, shall be pursuant to the terms and subject to the limitations of this Agreement, and shall be the debts and liabilities of GCRC only, and Manager shall not be liable for any such obligations by reason of its management, supervision, direction and operation of the Project for GCRC or for any other reason whatsoever. Manager may so inform third parties with whom it deals on behalf of GCRC and may take any other steps to carry out the intent of this provision. The foregoing is not intended to relieve or release Manager from any of its funding obligations pursuant to any provision of this Agreement or from liability for damages or other Claims arising as a result of a default by Manager pursuant to this Agreement.

5.4 Manager's Indirect Costs and Expenses. GCRC shall not bear or otherwise be responsible for Manager's general corporate or administrative costs and expenses, including its central office overhead and the payroll, other employee benefits, out-of-pocket travel expenses, and related costs of Manager's officers and employees who do not perform all of their services at the Project, except that Gross Operating Expenses shall include the reasonable compensation and other benefits and payroll costs of any such officer or management employee allocable to temporary emergency periods during which he or she is stationed at the Project and is performing services normally performed by Project employees.

5.5 Warranties and Guaranties. If any item for which Gross Operating Expenses are to be incurred shall be made necessary by any condition against the occurrence of which GCRC or Manager has received a guaranty or warranty, then Manager shall invoke said guarantees or warranties in GCRC's or Manager's name and GCRC will cooperate with Manager in the enforcement thereof.

ARTICLE 6 CAPITAL EXPENDITURES

6.1 Annual Capital Budget. The "Annual Capital Budget" for each Fiscal Year shall consist of reasonable estimates of expenditures for any and all capital improvements (including initial purchases of Furniture and Equipment, replacements and repairs with respect to the Project) for such Fiscal Year, itemized in a reasonable format, together with the assumptions, in narrative form, forming the basis of such estimates. The Annual Capital Budget shall also include provisions for appropriate reserves for future capital expenditures, including for replacement of existing capital assets, with such reserves to be funded on an on-going basis, and the amounts so set aside shall be considered capital expenditures in the month in which such funds are to be placed in such reserves. The Annual Capital Budget shall not include any Construction Costs with respect to the design and construction of the Project Improvements pursuant to Section 2.2. At least 60 days prior to the commencement of each Fiscal Year, GCRC shall prepare and submit the Annual Capital Budget for such Fiscal Year to Manager for its review and approval. The Annual Capital Budgets shall be prepared with a view to providing facilities consistent with the requirements of this Agreement, including the Standards of Operation.

ARTICLE 7 INSURANCE

7.1 Required Insurance. Manager shall throughout the Construction Term and the Operating Term provide and maintain, with the cost to be charged as a part of Gross Operating Expenses:

(a) Property Insurance. "All-risk" property insurance on the Project Improvements and their component parts and all Furniture and Equipment against damage from risks customarily covered by such policies (including earthquake insurance coverage, if available, and, at Manager's discretion, boiler and machinery insurance) on a full replacement cost basis, with limits and deductibles and other provisions as may be determined from time to time by Manager, with the approval of GCRC;

(b) Liability Insurance. Commercial general liability and business automobile liability insurance in amounts satisfactory to GCRC, but in any event not less than a combined single limit of \$_____ for each occurrence, and with deductibles and other provisions as may be determined from time to time by Manager, with the approval of GCRC, for personal injury and death, and property damage, which shall, among other risks, including coverage against liability arising out of the ownership or operation of motor vehicles, as well as coverage in such amount against all claims brought anywhere in the world arising out of alleged (i) bodily injury, (ii) death, (iii) property damage, (iv) assault or battery, (v) false arrest, detention or imprisonment or malicious prosecution, (vi) libel, slander, defamation or violation of the right of privacy, or (vii) wrongful entry or eviction;

(c) Worker's Compensation Insurance. Worker's compensation insurance or insurance required by similar employee benefit acts as well as insurance having a minimum per occurrence limit as GCRC may deem advisable against all claims which may be brought for personal injury or death of Project employees, but in no event less than amounts prescribed by applicable law; and

(d) Other.

(i) Fidelity bonds, with reasonable limits and deductibles to be determined by Manager and approved by GCRC, for Manager's employees in job classifications normally bonded or otherwise required by law (except to the extent employee dishonesty with respect to such employees is otherwise covered under other insurance policies), and comprehensive crime insurance, if and to the extent that (i) such insurance does not duplicate existing comprehensive crime coverage in effect for the Project, and (ii) Manager reasonably deems such coverage to be necessary for the Project; and

(ii) Such other insurance as is customarily carried with respect to similar projects or as GCRC may reasonably request from time to time.

GCRC may require Manager to increase the limits of the above insurance coverage, or to establish, increase or decrease reasonable deductible amounts with respect to such coverage, and all premiums therefor shall be charged as part of Gross Operating Expenses.

7.2 Form of Policies. All insurance required by Section 7.1 shall be in such form and with such companies as shall be reasonably satisfactory to GCRC and Manager and shall name each of GCRC, the Nation, and Manager as named insureds. All policies of insurance shall provide that (i) the insurance company will have no right of subrogation against the holder of any mortgage or other encumbrance on the Project, GCRC, the Nation, Manager or any of their respective Affiliates (or the agents or employees thereof), and (ii) that the proceeds thereof in the event of loss or damage shall, to the extent payable to any holder of any such mortgage or other encumbrance, be payable notwithstanding, any act of negligence or breach of warranty by GCRC or Manager which might otherwise result in the forfeiture or non-payment of such insurance proceeds.

7.3 Certificates. Certificates of all policies shall be delivered to the party hereunder who is not required to purchase the insurance prior to the Effective Date and thereafter certificates of renewal shall be so delivered prior to the expiration date of such policies. All such certificates shall specify that the policies to which they relate cannot be cancelled or materially modified on less than thirty (30) days' prior written notice to such other party.

ARTICLE 8 TAXES AND UTILITIES

8.1 Taxes. GCRC shall pay, prior to delinquency, all real estate taxes, all personal property taxes and all betterment assessments levied against the Project or any of its component parts and such amounts shall be charged as Gross Operating Expenses. Manager shall promptly deliver to GCRC all notices of assessments, valuations and similar documents to be filed by GCRC or which are received from taxing authorities by Manager.

8.2 Utilities. GCRC shall promptly pay all fuel, gas, light, power, water, sewage, garbage disposal, telephone and other utility bills currently as they are incurred in connection with the Project and such amounts shall be charged as Gross Operating Expenses. Manager shall promptly deliver to GCRC all bills for utilities which are received by Manager.

ARTICLE 9
DAMAGE OR DESTRUCTION; CONDEMNATION

9.1 Damage or Destruction.

(a) Reconstruction. If the Project or any portion thereof shall be damaged, destroyed, or rendered unusable at any time or times after the Effective Date by fire, flood, ground subsidence, structural problems, or any other cause (whether insured or uninsured), Manager will, with due diligence, repair, rebuild, or replace the same ("**Reconstruction**"), utilizing any and all insurance proceeds payable on account of such casualty, so that after such Reconstruction, the Project shall be substantially the same as prior to such damage or destruction and in compliance with all applicable governmental laws or regulations. To the extent that any insurance proceeds payable with respect to the casualty loss are insufficient to complete the Reconstruction, then Manager agrees to pay the additional funds necessary to complete the Reconstruction; *provided, however*, that the amount of any deductible shall be charged as a Gross Operating Expense and paid from the Operating Account.

(b) Timing. Manager shall commence any Reconstruction required under this Section 9.1 within a reasonable time (not to exceed 60 days) after the occurrence of damage or destruction and shall complete such Reconstruction diligently.

9.2 Condemnation.

(a) Partial Taking. If only a part of the Project shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition or like proceeding by any competent authority ("**Taking**"), and in the reasonable opinion of GCRC and Manager, the Project can be altered, restored or repaired so as to make it a satisfactory architectural unit, capable of functioning as a first class tourist attraction of similar type and class as prior to the Taking, Manager shall so alter, restore and replace the Project to the extent that the proceeds of such Taking are sufficient to pay for the costs of same, and such proceeds shall be made available to Manager for such purpose. Such work shall be commenced within 90 days after such proceeds become available to GCRC and shall be diligently pursued to completion.

(b) Total Taking. If in GCRC's reasonable opinion the Project cannot be altered, restored or repaired so as to make it a satisfactory architectural unit, capable of functioning as a first class tourist attraction of similar type and class as prior to the Taking, or if the proceeds of such Taking will not be sufficient to pay for the costs of such alteration, restoration or repair, then either party to this Agreement may terminate this Agreement by written notice delivered to the other party within 90 days after such Taking.

(c) Condemnation Awards. All condemnation awards payable with respect to a taking of all or part of the Project shall belong solely to GCRC (subject to the right of Manager to utilize such proceeds for rebuilding and restoration pursuant to Section 9.2(a)), but Manager shall be entitled to seek compensation with respect to its rights under this Agreement in connection with any such Taking, so long as such compensation does not reduce any award otherwise payable to GCRC.

**ARTICLE 10
TERMINATION OF AGREEMENT**

10.1 Termination. This Agreement may be terminated prior to the expiration of the Construction Term or the Operating Term upon the occurrence of one or more of the following events:

(a) Upon the occurrence of any Event of Default, at the option of the non-defaulting party, exercised by written notice of termination to the defaulting party given at least 20 days prior to the proposed termination date, if prior to the proposed termination date, the Event of Default remains uncured, with the 20-day termination notice to be in addition to any other notice or cure period provided with respect to such Event of Default.

(b) At the option of Manager exercised by written notice to GCRC in the event of any suspension for a period in excess of 90 days or withdrawal or revocation of any material governmental license or permit required for Manager's performance under this Agreement or the operation of the Project in accordance with the terms hereof, but only if such suspension, withdrawal or revocation is due to circumstances beyond Manager's reasonable control.

(c) Upon the election of a party to terminate this Agreement pursuant to any right of termination otherwise provided in this Agreement.

10.2 Transition Procedures. Within 15 days following the expiration or termination of this Agreement for whatever reason, GCRC and Manager shall do the following (and the provisions of this Section 10.2 shall survive the expiration or termination of this Agreement until they have been fully performed):

(a) Manager shall execute all documents and instruments necessary to transfer (if transferable) to GCRC or its nominee all governmental permits and licenses held by Manager necessary to operate the Project, and all rights under third party warranties on property and services purchased by Manager for the Project.

(b) Manager shall assign to GCRC or its nominee, and GCRC and its nominee (if any) shall assume, all leases and concession agreements in effect with respect to the Project then in Manager's, rather than GCRC's, name.

(c) Manager shall deliver to GCRC all keys, safe combinations, and other property of GCRC then in the possession of Manager's officers, employees and its Affiliates.

(d) Manager shall immediately grant and transfer, by instruments provided by GCRC, any right and interest which Manager might claim in the good will which has arisen from the use prior to the expiration or termination of this Agreement of the Proprietary Marks. Manager acknowledges that it has no right, title or interest in any of GCRC's Proprietary Marks, and Manager agrees that no right or remedy of Manager, nor any other provision of this Agreement, shall confer on Manager or any transferee, assignee, sublicensee or successor of Manager, or any person, firm, or corporation claiming through or by Manager, the right to use any of the Proprietary Marks whether before or after the expiration or termination of this Agreement. GCRC shall have the right to seek injunctive or other relief in a court of competent jurisdiction to enforce the foregoing provisions, and if such enforcement shall be necessary, Manager shall bear all of GCRC's cost, including attorneys' fees, of such enforcement.

(e) Manager shall immediately remit to GCRC from the Operating Account all funds remaining, if any, after payment of all accrued Gross Operating Expenses, the Manager's Fee and other amounts due Manager; *provided, however*, that if the termination is as a result of an Event of Default by Manager, in addition to any other remedies available to GCRC, including the right to collect damages, any unpaid Manager's Fee will no longer be due and payable to Manager.

(f) GCRC may interview and offer employment to any such persons who were performing services at the Project, and Manager shall cooperate with such efforts by GCRC if requested by GCRC.

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

11.1 Defaults. Each of the following shall constitute an "Event of Default" hereunder with respect to a party:

(a) Any failure by such party to pay any amount due and payable pursuant to this Agreement within 30 days following receipt of written notice of such failure given to such party by the other party.

(b) The failure of such party to perform, keep or fulfill any of its other covenants, undertakings or obligations set forth in this Agreement or the material breach of any of its representations or warranties hereunder, if such failure or breach is not cured within 30 days after written notice specifying such failure or breach is received by such party from the non-defaulting party; *provided, however*, that if such failure or breach is curable but is not reasonably capable of being cured within such period, and such party commences to cure such default during such period and thereafter prosecutes such cure to completion with all due diligence, then no Event of Default by such party shall exist.

(c) The Bankruptcy of such party.

11.2 Remedies. Upon the occurrence of an Event of Default by a party, the non-defaulting may pursue any or all of the following:

(a) Terminate this Agreement as provided in Section 10.1(a);

(b) Elect to make such payments or take any and all action deemed necessary by the non-defaulting party, in such non-defaulting party's sole and absolute discretion, to cure the default, and all sums expended by the non-defaulting party in connection therewith shall be paid by the defaulting party to the non-defaulting party within ten (10) days of receipt by the defaulting party of an invoice and demand therefor; or

(c) Pursue any other right or remedy which the non-defaulting party may have at law or in equity.

ARTICLE 12 ASSIGNMENTS; OWNERSHIP CHANGES

12.1 Assignments. Except as otherwise provided in Section 12.2, neither party may assign its interest in this Agreement to any other Person without the prior written consent of the other party, not to

be unreasonably withheld. Any attempted assignment without the required prior written consent will be void, will confer no rights upon any third person and will constitute a default under this Agreement.

12.2 Permitted Assignments. Notwithstanding the foregoing, GCRC may assign its interest in this Agreement, without the consent of Manager to an entity that is separately managed but wholly owned, directly or indirectly, by the Nation or by its successor in interest as the owner of the Site. If GCRC makes a permitted assignment pursuant to this Section 12.2, then, any other provision of this Agreement to the contrary notwithstanding, if the assignee gives a permissible notice of termination to Manager under Section 10.1(a) at any time within 30 days following the date of the assignment, whether on account of events or circumstances occurring prior to or subsequent to the assignment, and the notice of termination relates solely to an Event of Default under Section 11.1(b), the 20-day cure period described in Section 10.1(a) shall be 60 days. The foregoing provision shall not effect in any way any notice of termination given prior to the date of the assignment or to any notice of termination given more than 30 days following the date of the assignment.

12.3 Requirements; Release. Each assignment permitted under this Article 12 will be evidenced by an instrument in writing executed by the assignor and assignee. Each assignee will also agree in writing to assume, to be bound by, and to perform the terms, covenants, and conditions of this Agreement to be done, kept, and performed by the assignor. One executed copy of such written instrument will be delivered to the non-assigning party. No such assignment will release the assigning party from such party's obligations under this Agreement unless the non-assigning party agrees in writing to such release, except that in the case of an assignment pursuant to Section 12.2, upon execution by the assignor and assignee of a writing satisfying the assumption requirements of this Section 12.3, the assignor shall be automatically released from any further liability under this Agreement. A non-assigning party's consent to an assignment on one occasion will not be deemed consent to any subsequent assignment.

12.4 Indirect Transfers. Any sale, transfer, encumbrance, or other disposition of a Controlling Interest in a party will be deemed a prohibited assignment of this Agreement under this Article 12, unless the party has complied with the provisions of this Article 12. As used herein, "Controlling Interest" means an interest, the ownership of which empowers the holder to exercise a controlling influence over the management, policies or personnel of a Person. Ownership of 10% or more of the equity or voting securities or interests of a Person or ownership of any general partnership interest in a partnership will be deemed conclusively to constitute a Controlling Interest in the Person or partnership, as the case may be.

ARTICLE 13 ADDITIONAL COVENANTS

13.1 Non-Competition Provisions.

(a) The Gift Shop. During the Operating Term, Manager will not stock or offer for sale at the Project, including in the gift shop at the Project, any item or class of items that is then available for sale at the existing gift shop located at Grand Canyon West; provided, however, that this restriction shall not apply to any item advertising, depicting, or otherwise related to Western Town or the Project.

(b) Other Competing Businesses of Manager. During the Operating Term and for a period of 10 years after expiration of the Operating Term or its earlier termination for any reason other than by Manager as a result of an Event of Default by GCRC, neither Manager nor any Affiliate of Manager shall operate a Manager Competing Business or have a direct or indirect ownership interest in any Person that operates a Manager Competing Business within the

Restricted Area. The provisions of this Section 13.1(b) shall survive the expiration or termination of this Agreement.

(c) Competing Business by GCRC. During the Operating Term, neither GCRC nor any Affiliate of GCRC, including the Nation, shall operate a GCRC Competing Business or have a direct or indirect ownership interest in any Person that operates a GCRC Competing Business.

(d) Certain Definitions. As used in this Section 13.1:

(i) "GCRC Competing Business" means any business similar to the Project at the rim of the Grand Canyon;

(ii) "Manager Competing Business" means any business enterprise that is similar to or would otherwise be competitive with any business at any time owned by the Nation or its Affiliates, including all businesses currently operating at Grand Canyon West; and

(iii) "Restricted Area" means and includes the Hualapai Reservation, the Havasupai Reservation, Grand Canyon National Park, and any privately-owned land located within 50 miles of the borders of the Hualapai Reservation, the Havasupai Reservation, or Grand Canyon National Park.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 Representations and Warranties of GCRC. As of the date of execution of this Agreement by GCRC, GCRC warrants and represents to Manager as follows:

(a) Organizational Status. GCRC is a tribally chartered corporation of, and owned by, the Nation, duly organized, validly existing and in good standing under the laws of the Nation and has full power and authority under its organizational documents and from the Nation to enter into and to perform its obligations under this Agreement. The person(s) executing this Agreement on behalf of GCRC have full power and authority to do so and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.

(b) Entity Action. All corporate action on the part of GCRC and the Nation (which is the sole shareholder of GCRC) which is required for the execution, delivery and performance by GCRC of this Agreement has been duly and effectively taken.

ARTICLE 15 GENERAL PROVISIONS

15.1 Indemnity. Each party to this Agreement agrees to indemnify the other party and such other party's Related Parties and hold each of them harmless for, from and against all Claims attributable, directly or indirectly, to the breach by such indemnifying party of any obligation hereunder or the inaccuracy of any representation or warranty made by such indemnifying party herein or in any instrument delivered pursuant hereto or in connection with the transactions contemplated hereby. This indemnity shall survive the expiration or termination of this Agreement.

15.2 Further Assurances. GCRC and Manager shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

15.3 Successors and Assigns. Subject to the provisions of Article 12, this Agreement shall be binding upon and inure to the benefit of GCRC and Manager and their successors and assigns. The Nation is a designated third-party beneficiary of the provisions of this Agreement intended for its benefit.

15.4 Arbitration; Governing Law; Jurisdiction.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted in or around Peach Springs, Arizona, by a sole arbitrator; *provided, however*, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 15.4(d). Judgment upon the award (as limited by Section 15.4(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to the parties. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Arizona and the Hualapai Indian Tribe. The laws of the State of Arizona specifically exclude, however, any laws of the State of Arizona that may be interpreted to (i) waive GCRC's or the Nation's sovereign immunity; (ii) require arbitration, other than as agreed to in Section 15.4(a); or (iii) require GCRC or the Nation to appear in any courts or other proceedings in the State of Arizona, except federal courts. The venue and jurisdiction for (x) any litigation under this Agreement and (y) all other civil matters arising out of this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. GCRC expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Constitution of the Nation. GCRC's waiver of sovereign immunity from suit is specifically limited by the Constitution of the Nation to the following actions and judicial remedies:

(i) The action must be brought by Manager and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and

EXHIBIT B

DEVELOPMENT AND MANAGEMENT AGREEMENT (Cabins)

This DEVELOPMENT AND MANAGEMENT AGREEMENT is made and entered into as of the 29th day of September, 2006, between HWAL'BAY BA:J ENTERPRISES, INC., dba GRAND CANYON RESORT CORPORATION, a tribally chartered corporation of, and owned by, the Nation ("GCRC"), and Jim Brown, an individual ("Manager").

RECITALS:

- A. The Nation is the owner of the real property described on Exhibit A (the "Site").
- B. GCRC has the right to utilize the Site for development of the Project, to enter into this Agreement, and to perform its obligations under this Agreement.
- C. Manager is experienced in the tourism business and has the financial strength, proven track record, and past and current business relationships necessary and appropriate to undertake the development and operation of the Project in accordance with the terms of this Agreement.
- D. GCRC desires to have Manager develop and manage the Project in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, GCRC and Manager agree as follows:

ARTICLE 1 DEFINITIONS, TERMS AND REFERENCES

1.1 Definitions. In this Agreement and any exhibits, addenda or riders hereto, the following terms shall have the following meanings:

"Affiliate" means any entity owned or controlled by a party, owning or controlling a party or under common ownership and control with a party, with "control" meaning direct or indirect ownership of five percent (5%) or more of outstanding interests in terms of value or voting power. Without limiting the generality of and notwithstanding the foregoing, the Nation shall be deemed an Affiliate of GCRC.

"Agreement" means this Development and Management Agreement, as it may be amended, supplemented, or renewed from time to time.

"Annual Capital Budget" means the annual capital budget for the Project and certain other matters prepared and submitted by GCRC to Manager pursuant to Section 6.1, as modified and approved from time to time in accordance with the provisions of Section 2.8.

"Annual Operating Budget" means the annual operating budget for the Project and certain other matters prepared and submitted by GCRC to Manager pursuant to Section 5.1, as modified and approved from time to time in accordance with the provisions of Section 2.8.

"Authorities" means all government agencies and authorities, including the Nation, having jurisdiction with respect to the Project.

"Bankruptcy," with respect to a party to this Agreement means any of: (a) the filing by such party of a voluntary petition in bankruptcy under Title 11 of the United States Code, or the issuing of an order for relief against such party under Title 11 of the United States Code; (b) the filing by such party of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors; (c) such party's seeking or consenting to or acquiescing in the appointment of any custodian, trustee, receiver, conservator or liquidator of such party or of all or substantially all of its assets; (d) the making by such party of any general assignment for the benefit of creditors; or (e) the entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against such party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the date of entry thereof.

"Business Day" means any day other than Saturday, Sunday, or a legal holiday in the State of Arizona. In this Agreement, any reference to "days" means calendar days, unless the term "Business Day" is used with respect thereto.

"Claims" means any and all obligations, debts, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including reasonable attorneys' fees and litigation and court costs.

"Construction Term" means the period from the Effective Date to (but not including) the date of the Substantial Completion of the Initial Project Improvements and such Initial Project Improvements are first open to the general public, unless the Agreement is terminated earlier as otherwise provided in this Agreement.

"Default Rate" means the Prime Rate, as it varies from time to time, plus two percentage points.

"Effective Date" means the date of this Agreement.

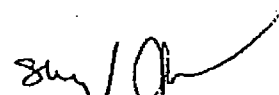
"Fiscal Year" means a fiscal year which ends on December 31. The words "full Fiscal Year" mean any Fiscal Year containing not fewer than 364 days. A partial Fiscal Year after the end of the last full Fiscal Year and ending with the expiration or earlier termination of the Operating Term shall constitute a separate Fiscal Year.

"Furniture and Equipment" means all furniture, furnishings, wall coverings, fixtures, equipment and systems located at, or used in connection with the Project, together with all replacements therefor and additions thereto.

"Cabins" mean the Cabins to be constructed and operated by Manager pursuant to the terms of this Agreement, as described in Exhibit B.

"GCRC" means Hwal'bay Baj Enterprises, Inc., dba Grand Canyon Resort Corporation, a tribally chartered corporation of, and owned by, the Nation, and its successors and assigns.

"GCRC Construction Costs" mean collectively the following costs incurred by GCRC: (a) the cost of bringing adequate sanitary and storm sewers and water lines to the Project Improvements, (b) the cost of a generator for the Project, and (c) all costs incurred in connection with obtaining all applicable


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entitlements and the governmental approvals. The parties agree that water may be trucked into the Site at GCRC's directions, instead of installing a water line as a Gross Operating Expense.

"Grand Canyon West" means the Grand Canyon West Airport and related facilities.

"Gross Operating Expenses" means all salaries and employee expenses and taxes (including salaries, wages, bonuses, and other compensation and benefits which shall include, but not be limited to, life, medical and disability insurance and retirement benefits) of the employees who perform services exclusively at the Project in connection with Project operations; repair and maintenance costs and expenses and costs and expenses for Furniture and Equipment (all to the extent not constituting capital expenditures under generally accepted accounting principles); operational supplies and utility expenses and fees; governmental fees and assessments, including the taxes and assessments to be paid pursuant to Section 8.1; insurance premiums for the insurance required to be carried pursuant to Section 7.1; the cost of Inventories; advertising and marketing expenses (including reservation system expenses, if a reservation system is used); and any and all other operating expenses as are reasonably necessary for the proper and efficient operation of the Project and which are incurred in accordance with the provisions of this Agreement, *excluding, however:* (a) federal, Nation, state and municipal excise, sales and use taxes collected directly from customers or as a part of the sales price of any goods or services; (b) amounts paid into the Operating Reserve, (c) the Manager's Fee; (d) any federal, Nation, state, or local income taxes of GCRC or Manager; (e) capital expenditures pursuant to Article 6; (f) costs and expenses for Furniture and Equipment and for maintenance and repairs, to the extent constituting capital expenditures, except as otherwise provided in Section 9.1(a); (g) depreciation and amortization, all determined in accordance with generally accepted accounting principles (except as specifically modified by the terms of this Agreement); and (h) incurred Manager Construction Costs. No part of GCRC's corporate expenses or of Manager's central office overhead or general or administrative expense (as opposed to that of the Project), shall be deemed to be a part of Gross Operating Expenses, except to the limited extent provided in Section 5.4. Gross Operating Expenses shall be determined on an accrual basis.

"Gross Revenues" means all revenues, receipts and income of any kind derived directly or indirectly by Manager as agent for and for payment to GCRC from or in connection with the Project (including revenues from customers using the Cabins, gift shop sales receipts, and payments from any licensees or concessionaires [but not including their gross receipts]), whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (a) funds furnished by GCRC or Manager (excluding Manager's Investment); (b) interest accrued on amounts in the Operating Reserve and any capital reserve, (c) federal, state and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (d) proceeds from the sale, condemnation or other disposition of non-Inventory assets; (e) returned deposits or refunds to customers, (f) imputed value of goods or services furnished on a complimentary basis, and (g) proceeds of insurance (except as otherwise provided for business interruption insurance under Section 7.1). Gross Revenues shall be determined on an accrual basis.

"Initial Project Improvements" means the initial 20 Cabins and related infrastructure improvements as more particularly described on Exhibit B.

"Inventories" means inventories of merchandise for the gift shop included as part of the Project and inventories of supplies used in the operation of the Project, such as restroom supplies, expendable office supplies, fuel, and other expended supplies and similar items.

"Manager" means Jim Brown, an individual, and any permitted assignee of Manager's rights under this Agreement who assumes the obligations of Manager hereunder pursuant to the terms of this Agreement.

"Manager Construction Costs" means collectively the total costs incurred by Manager in connection with the design and construction of the Project Improvements, including, without limitation: (a) all costs and fees incurred by Manager for the preparation and review of Design Items and the plans and specifications, including without limitation all services of any engineer and consultants employed by or on behalf of Manager; (b) legal fees incurred by Manager in connection with the construction of the Project Improvements and insurance premiums; (c) all costs for labor and materials for construction of the Project Improvements; (d) any costs incurred for any required land balancing, filling, compaction or stripping; (e) the cost of excavation, footings, foundations and backfilling; (f) the cost of any soil borings and related services and the cost of modification to the foundation due to soils conditions; (g) the cost of any remediation of hazardous materials as may be required pursuant to applicable environmental laws, rules and regulations; (h) any costs associated with change orders that are approved pursuant to the terms of this Agreement, to the extent that such costs are to be borne by Manager; and (i) any costs which are Manager's overhead or office or administrative expenses.

"Manager's Fee" means the amounts to be paid to Manager for developing, operating and managing the Project pursuant to Article 3.

"Manager's Investment" means an amount equal to the sum of the aggregate total of all Manager Construction Costs actually incurred by Manager. In order for a particular eligible cost or expenditure to be included as part of Manager's Investment, Manager shall have provided to GCRC written receipts or other evidence of payment of the amount of such cost or expenditure. The total amount of Manager's Investment shall be determined and certified in writing to GCRC within 30 days following the Initial Project Completion Date and within 30 days of the Phase 2 Project Completion Date.

"Nation" means the Hualapai Indian Tribe.

"Net Revenue Percentage Amount" means the percentage of Net Revenues payable by GCRC to Manager is 35%; provided, however, that until Manager has earned an aggregate total Manager's Fee pursuant to Section 3.1 equal to the Manager's Investment (not to exceed \$1,200,000), then, until such time as Manager has earned an aggregate total Manager's Fee pursuant to Section 3.1 equal to the Manager's Investment (not to exceed \$1,200,000), the Net Revenue Percentage Amount shall be pursuant to the chart below:

Net Revenue Percentage Amount Prior to the total Manager's Fee Exceeding the Manager's Investment (not to exceed \$1,200,000)	Level of Occupancy of the Cabins for Prior Month
85%	0% to 30%
80%	31% to 40%
60%	40% to 100%

Net Revenues for the fiscal year in which Manager has finally earned an aggregate total Manager's Fee equal to Manager's Investment (not to exceed \$1,200,000), shall, for purposes of the annual reconciliation pursuant to Section 3.4, be prorated for such year, based on a 365-day year. Manager shall be deemed to have earned and shall be paid the applicable Net Revenue Percentage Amount (based on the above chart) of such Net Revenues on a daily basis, until the aggregate total

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Manager's Fee pursuant to Section 3.1 equals the Manager's Investment (not to exceed \$1,200,000), and thereafter the Net Revenue Percentage Amount shall be 35% of Net Revenues payable by GCRC to Manager.

"Net Revenues" means the excess (if any) of Gross Revenue over Gross Operating Expenses for any Fiscal Year.

"Operating Term" means the period commencing on the date of the Substantial Completion of the Initial Project Improvements and such Initial Project Improvements are first open to the general public term and terminating on May 31, 2019, unless the Agreement is terminated earlier as provided in this Agreement.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Phase 2 Project Improvements" means an additional 20 cabins and related infrastructure improvements, as approved by GCRC, as more particularly described on Exhibit C.

"Prime Rate" means the "prime rate" of interest as announced from time to time by Wells Fargo Bank, N.A., or its successor, as its prime rate; *provided, however*, that if Wells Fargo Bank, N.A. or its successor, ceases to announce a prime rate, then the Prime Rate shall be the "prime rate" of interest as announced from time to time by another major national bank selected from time to time by Manager as its prime rate.

"Project" means the Project Improvements, the Site, all Furniture and Equipment, the Inventories, and all other items of real or personal property used in connection with the development, management, and operation of the Cabins.

"Project Improvements" means, collectively, the Initial Project Improvements and the Phase 2 Project Improvements.

"Proprietary Marks" means the name of the Project and all other trade names, service marks, trademarks or distinctive insignias and logos associated with the operation of the Project during the Operating Term.

"Punchlist Items" means items which are qualitatively minor and which do not impair the use of the Initial Project Improvements or the Phase 2 Project Improvements, whichever the case may be, for business operations.

"Related Parties" means the officers, directors, shareholders, members, partners, employees, agents, consultants, accountants, attorneys, successors, and assigns of a particular Person. For all purposes of this Agreement, the Nation and the members of the Hualapai Nation Council, their employees, agents, consultants, accountants, attorneys, successors, and assigns are deemed to be Related Parties of GCRC.

"Standards of Operation" means the standards of quality for the maintenance and operation of first-class western cabins.

"**Substantial Completion**" means completion of all items of construction in accordance with the Approved Plans and Specifications and the requirements of all governmental authorities and fire underwriters, except for Punchlist Items.

"**Tour Operator**" means a Person who has an agreement with Manager to arrange, provide, or conduct organized, commercial group tours by fixed wing to Grand Canyon West, or by bus or other means of transportation to future facilities at Grand Canyon West.

1.2 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all genders. The singular shall include the plural, and the plural shall include the singular; the part includes the whole; the terms "include" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The titles of articles, sections, and subsections in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to "Articles," "Sections," and "Exhibits" shall refer to the corresponding Article or Section of or Exhibit to this Agreement, unless otherwise specifically provided.

1.3 No Presumption Against any Party. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties and their counsel and, in the case of any ambiguity or uncertainty, shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

1.4 Exhibits. All Exhibits attached to this Agreement are by reference made a part of this Agreement.

ARTICLE 2

ENGAGEMENT OF MANAGER; DEVELOPMENT AND MANAGEMENT DUTIES

2.1 Engagement. GCRC hereby appoints and engages Manager to act as the developer and manager of the Project throughout the Construction Term and the Operating Term in accordance with the terms of and having the duties set forth in this Agreement. Manager hereby accepts its appointment as the developer and manager of the Project and agrees to develop, supervise, manage, and operate the Project during the Operating Term in accordance with the terms and conditions of this Agreement and in compliance with all applicable federal, Nation, state, and local laws, ordinances, rules, and regulations, including all employment laws and regulations.

2.2 Development of Project.

(a) General Obligation. During the Construction Term, Manager shall construct the Project Improvements in accordance with the requirements of this Agreement and the Approved Plans and Specifications (defined below). The Project Improvements shall be designed and constructed in compliance with (i) all federal laws of general applicability that relate to construction projects, including, without limitation, the Americans with Disabilities Act; and (ii) the building codes and other design and construction requirements that would be applicable to the design and construction of the Project Improvements if the Project Improvements were being constructed on privately owned land located in Mojave County, Arizona; *provided, however*, that

this requirement does not impose any obligation to obtain any licenses, consents, or approvals from Mojave County or any agency thereof, unless otherwise required by applicable law.

(b) Conceptual Design.

(i) Within 30 days following the Effective Date, with the Manager agreeing to exercise due diligence with respect thereto, Manager shall submit the following items to GCRC (collectively, the "Design Items") for the review and approval of GCRC. At the conclusion of the 30 day period, if substantial compliance has been accomplished and the Manager has progressed with due diligence, the parties agree to negotiate an extension to complete compliance with items below:

(A) A preliminary schedule for (1) site preparation and (2) construction of the Project Improvements (including proposed construction start date and completion date for each of the Initial Project Improvements and the Phase 2 Project Improvements);

(B) A site plan of the Site that indicates the proposed location of all Project Improvements, including parking and landscape areas, all access restrictions, and all existing on-site or off-site features which affect the Site;

(C) A grading and drainage plan for the Site, as it will be developed, depicting both existing and proposed contours, slopes, drainage patterns and drainage structures, if any, such plan to be designed to mitigate any impact that may result if the Site is located in a flood zone;

(D) A landscape plan for the Site, as it will be developed, as proposed by Manager or otherwise required by the applicable governmental agencies; indicating at least type and size of plant materials; and

(E) Lighting and signage details, with dimensions and materials of sign areas proposed.

(ii) GCRC shall promptly review each Design Item submitted to GCRC and approve such Design Item unconditionally or subject to the resolution of any "GCRC Comments" (defined later) with respect to such Design Item. If GCRC unconditionally approves a particular Design Item, it shall so indicate in writing to Manager. If Manager does not receive any GCRC Comments as to a particular Design Item within twenty (20) Business Days of the date of GCRC's receipt of such Design Item, GCRC shall be conclusively deemed to have approved that particular Design Item and to have waived its right to make GCRC Comments with respect to such Design Item. If GCRC provides GCRC Comments with respect to a particular Design Item, the GCRC Comments shall be handled as provided in Section 2.2(d).

(c) Preliminary Plans and Specifications. Within 30 days following the Effective Date, Manager shall prepare preliminary plans and specifications for the Project Improvements based on the approved Design Items and to deliver 3 sets of such plans and specifications to GCRC. GCRC shall promptly review such plans and specifications and approve them unconditionally or subject to the resolution of any GCRC Comments with respect to the preliminary plans and specifications. If GCRC unconditionally approves the preliminary plans and specifications, it shall so indicate in writing on all 3 sets thereof, and shall promptly return 1

set so approved to Manager. If Manager does not receive GCRC Comments within 20 Business Days of the date of GCRC's receipt of the preliminary plans and specifications, GCRC shall be conclusively deemed to have approved the preliminary plans and specifications and to have waived its right to make GCRC Comments with respect to the preliminary plans and specifications.

(d) Revised Plans and Specifications. In the event of any Authority's disapproval of the preliminary plans and specifications, the parties shall attempt to resolve all issues with such Authority. GCRC shall promptly review the revisions to the plans and specifications, if any, prepared pursuant to disapproval by any Authority and approved by Manager, and approve them unconditionally or subject to the resolution of GCRC Comments with respect thereto. If Manager does not receive any GCRC Comments within 20 Business Days of the date of GCRC's receipt of the revised plans and specifications, GCRC shall be conclusively deemed to have approved such plans and specifications and to have waived its right to make GCRC Comments on them.

(e) Approved Plans and Specifications. Upon written approval by GCRC, Manager and all Authorities of the plans and specifications, such approved plans and specifications shall be signed and dated by the parties and be the approved plans and specifications for all purposes of the Agreement (the "Approved Plans and Specifications").

(f) Payment of Construction Costs.

(i) All Manager Construction Costs shall be paid by Manager, without any reimbursement from GCRC, as and when incurred.

(ii) All GCRC Construction Costs shall be paid by GCRC, without any reimbursement from Manager, as and when incurred.

(g) Mechanics' Liens. Manager shall not permit the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by Manager, or those claiming by, through or under Manager (whether such work, material or services performed or supplied or contracted for arise under this Section 2.2 or any other provision of this Agreement), to be or remain a lien upon the Site or the Project Improvements, but Manager shall have the right to contest the lien in good faith by appropriate judicial proceedings so long as (i) the proceeding operates to stay any execution or foreclosure on the lien, and (ii) Manager diligently pursues the contest to its conclusion. In any event, Manager shall indemnify, defend and save GCRC and its Related Parties harmless for, from and against any and all Claims with respect to any such lien. This indemnity shall survive the expiration or termination of this Agreement.

(h) Commencement and Completion of Project Improvements.

(i) Manager shall promptly commence, and with due diligence, proceed to construct the Project Improvements in accordance with the Approved Plans and Specifications.

(ii) Manager agrees that Substantial Completion of the Initial Project Improvements shall have occurred by March 31, 2007 (the "Initial Project Completion Date"), *provided, however,* that the Initial Project Completion Date shall also be extended pursuant to change orders approved by GCRC and Manager, as provided in Section 2.2(k), and for force majeure events, as provided in Section 2.2(l). Manager

further agrees that Substantial Completion of the Phase 2 Project Improvements shall have occurred on a date mutually agreed to by GCRC and Manager (the "Phase 2 Project Completion Date"), provided, however, that the Phase 2 Project Completion Date shall also be extended pursuant to change orders approved by GCRC and Manager, as provided in Section 2.2(k), and for force majeure events, as provided in Section 2.2(l). Substantial Completion of each of the Initial Project Improvements and the Phase 2 Project Improvements shall not be deemed to have occurred unless and until Manager shall have delivered to GCRC the following: (A) a certificate from the Manager certifying that with the exception of the Punchlist Items, the construction of the Initial Project Improvements or the Phase 2 Project Improvements, whichever the case may be, has been completed in compliance with the Approved Plans and Specifications; (B) copies of lien releases or lien waivers from all potential lien claimants, or other evidence reasonably satisfactory to GCRC that the Initial Project Improvements or the Phase 2 Project Improvements, whichever the case may be, have been completed lien free; and (C) all permits, including, if applicable, a final certificate of occupancy, necessary for GCRC's use and occupancy of the Site, except for usual and customary business licenses. Manager shall, at its sole expense and with due diligence, promptly complete such Punchlist Items no later than 30 days after Manager's receipt of the punchlist in accordance with the Approved Plans and Specifications and to GCRC's satisfaction.

(i) Certain Remedies.

(i) If Manager fails to achieve Substantial Completion of either the Initial Project Improvements or the Phase 2 Project Improvements by the Initial Project Completion Date or the Phase 2 Project Completion Date, as the case may be, Manager shall pay to GCRC, in addition to all other sums which Manager is obligated to pay to GCRC under this Agreement, as liquidated damages and not as a penalty, the sum of \$500 per calendar day for each calendar day commencing with the day after the Initial Project Completion Date or the Phase 2 Project Completion Date, as the case may be, and concluding on, and including, the day on which Substantial Completion is achieved. In addition, if Manager fails to achieve Substantial Completion of either the Initial Project Improvements or the Phase 2 Project Improvements by the Initial Project Completion Date or the Phase 2 Project Completion Date, as the case may be, by the date which is 365 days after such Initial Project Completion Date or the Phase 2 Project Completion Date (each, a "Completion Date Anniversary"), Manager shall pay to GCRC, in addition to all other sums which Manager is obligated to pay to GCRC under this Agreement, as liquidated damages and not as a penalty, the sum of \$1,000 per calendar day for each calendar day commencing with the day after the respective Completion Date Anniversary and concluding on, and including, the day on which Substantial Completion is achieved. The liquidated damages represent a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses which might result from such delay, it being understood that the amount of actual damages would be extremely difficult, impracticable or impossible to ascertain. The liquidated damages do not include and specifically exclude any costs, expenses and damages to GCRC caused by claims made against GCRC by any Person as a consequence of such delay. GCRC also reserves the right to prove and recover additional damages beyond the liquidated damages for breaches of its obligations under this Section 2.2 other than failure to complete the Initial Project Improvements or the Phase 2 Project Improvements by the Initial Project Completion Date or the Phase 2 Project Completion Date, as the case may be.

(ii) If Manager fails to achieve Substantial Completion of the Initial Project Improvements or the Phase 2 Project Improvements by the Initial Project Completion Date or the Phase 2 Project Completion Date, as the case may be, then GCRC may, upon 30 days prior written notice to Manager complete construction of the such Initial Project Improvements or Phase 2 Project Improvements, as the case may be, and Manager shall be liable to GCRC for the cost of such construction and any additional costs or expenses reasonably incurred by GCRC as a result of Manager's default. In such event, GCRC shall have the right to assume or reject, as it deems advisable, any contracts previously executed by Manager in connection with the performance of the work (and all contracts shall permit such assumption) and Manager agrees to indemnify, defend and hold GCRC and its Related Parties harmless from and against all Claims arising on account of any default under the contracts by Manager or on account of GCRC's rejection of the contracts. This indemnity shall survive the expiration or termination of this Agreement.

(j) GCRC's Right to Reject Work. While the Project Improvements are being constructed, GCRC and its representatives shall, at all times, have access to the Work at the Site or wherever it may be in preparation, and Manager shall provide proper facilities for such access and inspection of the Work. If GCRC in its reasonable judgment rejects any Work or materials as failing to conform to the Approved Plans and Specifications, Manager shall, without cost to GCRC, promptly remove all such rejected material and promptly replace all rejected Work and all Work damaged or destroyed by any defective workmanship and material or by removal of such Work or materials and shall replace the same with material or workmanship conforming to the Approved Plans and Specifications. Notwithstanding the foregoing, GCRC's failure to reject Work shall not relieve Manager of responsibility to construct the Project Improvements in accordance with the Approved Plans and Specifications.

(k) Change Orders. If, at any time after there are Approved Plans and Specifications and prior to completion of the Project Improvements, either party proposes a change in the work (a "Proposed Change"), such change shall be made subject to the approval of both Manager and GCRC. If the Proposed Change is approved, the Initial Project Completion Date shall be adjusted, and, if the Proposed Change was initiated by GCRC, then the costs of the Proposed Change shall be borne by GCRC; otherwise, the costs shall be borne by Manager as part of Manager Construction Costs. If the parties do not approve the Proposed Change, then the Project Improvements shall be completed in accordance with the Approved Plans and Specifications and any previously approved change orders, without the Proposed Change.

(l) Force Majeure. Time is of the essence of the provisions of this Section 2.2. However, the required dates for beginning and completing construction of the Project Improvements shall be extended for a period or periods of time equal to any period of delay caused by fire or other casualty, acts of God, war, riot or insurrections, strikes, governmental regulations or any other cause (except financial) beyond the reasonable control of Manager; provided, in the event of any such delay, Manager shall promptly give written notice to GCRC of the occurrence and cause of the delay and, upon the termination thereof, the termination of the delay. During any such delay period, Manager shall work with GCRC to attempt to mitigate the delay.

(m) Ownership of the Project. Ownership of the Site and all Project Improvements shall be and remain in the Nation throughout the Construction Term and the Operating Term.

2.3 Management of Project. During the Operating Term, Manager shall manage the Project in accordance with the requirements of this Agreement, with full responsibility and authority to supervise, direct and control the management and operation of the Project, subject in every case to the authority limitations and other restrictions set forth in Section 2.7 and elsewhere in this Agreement and to the requirement that all such actions shall be consistent with the then effective approved Annual Operating Budget and Annual Capital Budget, such responsibility and authority (as so limited) to include, without limitation, the following:

- (a) Manage the Project in manner consistent with the Standards of Operation and the requirements of this Agreement, including, without limitation, providing a minimum of eight (8) horses, each certified by a veterinarian, for use in providing horseback rides to visitors;
- (b) Subject to GCRC's prior written approval, determine, establish, and maintain advertising, public relations and promotional policies appropriate for the Project;
- (c) Cause all ordinary and necessary repairs and maintenance to be made to the Project and after prior notification and approval by GCRC cause all such other things to be done in or about the Project as shall be necessary to comply with all requirements of governmental Authorities, boards of fire underwriters and other bodies exercising similar functions, *provided, however*, that repairs the costs of which are properly capitalized shall be made by Manager only to the extent that (i) such costs are included within an Annual Capital Budget that has been approved by the parties or (ii) emergency conditions require the performance of capitalized repairs in order to prevent damage or injury to persons or property before approval by GCRC of an appropriate modification of the Annual Capital Budget can be reasonably obtained;
- (d) Purchase all inventories and such other services and merchandise as are necessary for the proper operation of the Project in accordance with the Standards of Operation, to the extent the costs thereof are included within an approved Annual Capital Budget, and arrange for the purchase and installation of Furniture and Equipment (including additions to or replacements of such items) to the extent the costs thereof are included within an approved Annual Capital Budget;
- (e) When specifically requested by GCRC, collect all Gross Revenues at the point of sale or service and, on a daily basis, after the total amount of Gross Receipts for such day have been determined jointly by a representative of Manager and GCRC, such Gross Receipts shall be transferred and delivered to GCRC at the Cabins. Following transfer of the daily Gross Receipts to GCRC as provided above, Manager shall have no further responsibility for security for such daily Gross Receipts.
- (f) To the extent Gross Revenues are not collected by GCRC, collect directly from customers any and all federal, Nation, state and municipal excise, sale, transaction privilege, and use taxes imposed on the sales price of any goods or services furnished (collectively, "Sales Taxes"), with such amounts to be handled in the same manner as provided above in Section 2.3(e) for Gross Revenues;
- (g) Within 3 days of receipt of invoices and other documentation that relate to the Project, provide to GCRC copies of all such invoices and other documentation, including all documentation relating to Gross Operating Expenses and capital expenditures that need to be paid. All such invoices and other documentation must be sent to GCRC via facsimile within the 3-day period, with copies to also be sent simultaneously by mail or other method of delivery

authorized pursuant to **Section 15.10**. Documentation provided pursuant to this **Section 2.3(h)** need not be sent to legal counsel for GCRC. Manager will also use its commercially reasonable efforts to have all such invoices and other documentation sent directly to GCRC;

(h) Comply with all laws, statutes, regulations and ordinances of all governmental authorities with respect to the management, use and operation of the Project, except that Manager shall be responsible for capital expenditures in connection therewith only as required by the Annual Capital Budget or **Article 9**;

(i) Bond over or make other adequate provision for the payment of any liens by mechanics, materialmen, suppliers, vendors or others producing labor or services to the Project from work for which GCRC has made funds available in the Operating Account or otherwise; and

(j) Clean and maintain the Project, including the portable restrooms, floors, windows and parking facilities, on a daily basis in order to ensure a clean and sanitary environment.

(k) Cabins shall be operated and available for use by the public throughout the Operating Term at such times as GCRC and Manager shall mutually agree upon from time to time, as necessary or appropriate to facilitate and encourage use of the Cabins.

2.4 Operating Licenses. Manager shall obtain and maintain all licenses and permits required under applicable laws and ordinances in order to operate the Project in accordance with the terms of this Agreement. GCRC agrees to promptly execute and deliver any and all applications, certificates and other documents and information as may be reasonably requested by Manager from time to time for obtaining and maintaining such licenses and permits and to provide such additional assistance and cooperation as may be reasonably requested in connection therewith. Costs incurred in obtaining these licenses and permits and keeping them in full force and effect are considered Gross Operating Expenses.

2.5 General Standards of Operation. Manager shall perform its responsibilities and duties hereunder in a manner consistent with the requirements of this Agreement and the Standards of Operation.

2.6 Employees of the Project.

(a) **Employment Policies.** The parties shall jointly determine all labor policies, including wages and salary rates and terms, benefits, pension, retirement, bonus and employee benefit plans for employees at the Project, all of which policies shall be in compliance with the Standards of Operation, the provisions of this **Section 2.6** and the other requirements of this Agreement.

(b) **General Authority of Manager.** Manager shall have the right to hire, supervise, direct and terminate the personnel employed in the operation of the Project as Manager may reasonably deem necessary or desirable for the proper operation, maintenance and security of the Project. All hiring and promotion actions shall also comply with the requirements of **Section 2.6(e)**; provided, however, in addition to the requirements of **Section 2.6(e)**, before the on-site manager is hired or terminated by Manager, Manager shall first have obtained the prior consultation with GCRC. The Manager will require a supervisor to be on site at the Cabins 24 hours a day, 7 days a week.

(c) Personnel are Manager's Employees. All personnel employed from time to time to render services in connection with the Project (including the general manager and supervisors) shall be employees of Manager and not employees of GCRC. GCRC shall not supervise or direct (or attempt to supervise or direct) the general manager or any of such Project employees, but shall have the right to communicate with the general manager and other managerial employees of the Project from time to time regarding the management policies and the operation of the Project.

(d) Indemnity. Manager shall pay, indemnify, defend, and hold harmless GCRC and its Related Parties for, from and against any and all Claims arising in connection with any claim or other matter asserted by an employee, former employee or potential employee of the Manager who renders services in connection with the Project regarding hiring, discharge, supervision, pay and other employment matters including without limitation any workers' compensation, discrimination and personal injury claims, except that the foregoing indemnity shall not apply to the extent any such Claims arise from the acts of GCRC, its agents, or any of GCRC's Related Parties or are covered by insurance maintained pursuant to this Agreement. Manager shall also pay, indemnify, defend, and hold harmless GCRC and its Related Parties for, from and against any and all Claims arising by reason of any claims of unfair labor practices or otherwise relating to attempts to cause any employees or Manager to join a union or other organized labor organization. This indemnity shall survive the expiration or termination of this Agreement.

(e) Employment Preferences.

(i) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Project is reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(ii) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Manager in connection with the operation of the Project in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(iii) Manager shall notify the Director of Human Resources for GCRC and the Nation (the "Personnel Director") of all job openings at the Project and the required qualifications for such job openings. Manager shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three days prior notice so that a qualified Eligible Individual may be referred for employment.

(iv) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three days prior to the filling of any such vacancy if Manager proposes to fill said vacancy with a non-Eligible Individual.

(v) It is the purpose and intent of the provisions of this Section 2.6(e) that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an

Eligible Individual may be selected for employment. It is not the intent and purpose of this Section 2.6(e) to establish quotas. If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Manager, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

2.7 Limitations on Authority. Any other provision of this Agreement to the contrary notwithstanding, unless included within or otherwise contemplated by an approved Annual Operating Budget or Annual Capital Budget, Manager shall not, without GCRC's specific approval in each instance:

- (a) Enter into any agreement relating to the Project with any other Person offering or providing tour services similar to those offered or provided by a Tour Operator;
- (b) Enter into any lease with respect to any portion of the Project or any license or concession agreement for any portion of the Project;
- (c) Contract for or otherwise incur any liability for any single Gross Operating Expense or capital expenditure in excess of \$10,000 unless such item is specifically contained in either an Annual Operating Budget or an Annual Capital Budget, except if emergency conditions require the performance of capitalized repairs in order to prevent damage or injury to persons or property before approval by GCRC of an appropriate modification of the Annual Operating Budget or Annual Capital Budget can be reasonably obtained;
- (d) Incur any liability on behalf of GCRC for the purchase of goods, supplies or services from Manager or any of its Affiliates unless the price and terms thereof are competitive with those obtainable from unrelated vendors, or are the subject of competitive bidding, or are regulated by governmental agencies;
- (e) Borrow any money on behalf of GCRC (or for GCRC's account) or sell (or agree to sell) any assets of the Project (other than Inventories and other than items of Furniture and Equipment being replaced in the ordinary course of business) that have not been specifically designated for sale in an approved Annual Capital Budget;
- (f) Establish credit policies with respect to the operation of the Project or enter into policies and agreements with credit card organizations and travel organizations;
- (g) Do any act affecting the Nation's ownership of the Project or the rights of GCRC in the Project;
- (h) Do any act obligating GCRC to any third party that is not reasonably related or incidental to the performance of Manager's responsibilities in accordance with the terms and conditions of this Agreement, including the then effective approved Annual Operating Budget and Annual Capital Budget;
- (i) Incur any expense for capital improvements, replacements, or repairs which is properly capitalized and which is not contained in the approved Annual Capital Budget, except to the limited extent permitted by Section 2.3(d);

(j) Set the prices for customers to use the Cabins and maximum length of stay at the Cabins; or

(k) Do any other act or incur any expenditure that, pursuant to the terms of this Agreement requires the prior consent or approval of GCRC unless and until such consent or approval is first obtained in writing.

2.8 Approval Process. Whenever in this Agreement the consent or approval of a party is required, unless otherwise provided in this Agreement with respect to such matter, the party requesting such approval or consent shall provide the other party with a written request for such approval or consent, providing sufficient detail to allow the other party to adequately and properly evaluate the request. Unless otherwise provided in this Agreement, a party shall not unreasonably withhold, delay, or condition its consent or approval; however, if a party fails to respond to a written request for consent or approval within 20 Business Days of receipt of the request and the detailed explanation, such party shall be deemed to have approved the matter. All disapprovals must be in writing and contain a detailed explanation for such disapproval.

2.9 Negation of Property Interest. The covenants of GCRC and other provisions of this Agreement are not intended (and shall not be construed) to create or grant a leasehold or any other real property interest in favor of Manager with respect to all or any part of the Project, other than a license to use the Project as set forth in this Article 2 for so long as this Agreement remains in effect.

2.10 Performance of Management Services by Subsidiary. From time to time, Manager may provide its management services pursuant to this Agreement through a Qualified Subsidiary; subject in all cases to the following:

(a) Manager shall remain fully liable and obligated for all of the obligations and duties of Manager under this Agreement;

(b) Prior to performing any services under this Agreement, the Qualified Subsidiary shall agree in writing, for the benefit of GCRC and Manager, to be bound by the terms of this Agreement applicable to Manager, as they relate to the services to be performed by such Qualified Subsidiary, and to perform those services in accordance with the terms and conditions of this Agreement;

(c) Manager shall not be entitled to delegate any right to approve or consent to any matter under this Agreement requiring the consent or approval of Manager, and under no circumstances will any consent or approval ever be required from the Qualified Subsidiary;

(d) Manager shall supervise the Qualified Subsidiary in all aspects of the services performed by the Qualified Subsidiary, and Manager agrees to indemnify, defend, and hold GCRC and its Related Parties harmless for, from and against any and all Claims arising out of or resulting from the services performed by the Qualified Subsidiary or the actions of the Qualified Subsidiary, to the extent such services or actions are not in compliance with the terms of this Agreement, which indemnity shall survive the expiration or termination of this Agreement; and

(e) Any and all costs that are incurred in connection with the delegation permitted by this Section 2.10 that would not have been incurred but for the delegation, such as fees payable to the Qualified Subsidiary, shall be paid exclusively by Manager promptly when due, and under no circumstances shall such costs be deemed Gross Operating Expenses.

As used in this Section 2.10, a "Qualified Subsidiary" means an entity that is wholly owned by Jim Brown, or a trust in which Jim Brown is the sole trustee, or any combination of the foregoing and in which Jim Brown has primary management responsibility; *provided, however*, that, up to 10% of the ownership interests in the Qualified Subsidiary may be held by third parties that have been approved in writing by GCRC, such approval not to be unreasonably withheld, delayed, or conditioned.

**ARTICLE 3
MANAGER'S FEE; DISBURSEMENT TO GCRC**

3.1 Amount of Manager's Fee. In consideration of Manager's performance hereunder, GCRC shall pay to Manager a Manager's Fee equal to the following: Commencing on the first day of the Operating Term and ending on the last day of the Operating Term, an amount equal to the Net Revenue Percentage Amount multiplied by the Net Revenues for each Fiscal Year.

3.2 Net Revenues; Limitation; Disbursements. No Manager's Fee shall accrue or be payable unless the actual Gross Operating Revenues for a given Fiscal Year exceed the Gross Operating Expenses for that Fiscal Year, such that there are no Net Revenues for such Fiscal Year, except that GCRC will be required to make the minimum monthly Operations Fee. If there are Net Revenues for a given Fiscal Year, as determined by the Annual Operations Statement provided by GCRC for such Fiscal Year, 100% of such Net Revenues shall be distributed to GCRC as soon as they are determined, but in any event within 60 days following the end of the Fiscal Year to which such Net Revenues relate.

3.3 Interim Monthly Payments. Within 45 days following the end of each calendar month occurring within a particular Fiscal Year, GCRC shall pay to Manager an interim amount equal to 90% of the percentage set forth in Section 3.1 applicable to the fiscal year in which such calendar month occurs of the excess, if any, of Gross Revenues over Gross Operating Expenses for such month, as determined by GCRC (each such payment being referred to as an "Interim Payment").

3.4 Annual Reconciliation. Within 60 days following the end of each Fiscal Year for which there are Net Revenues, GCRC shall pay to Manager an amount equal to the Manager's Fee for such Fiscal Year less the aggregate total of the Interim Payments made to Manager pursuant to Section 3.3 with respect to such Fiscal Year; *provided, however*, that if the aggregate total of such Interim Payments exceeds the Manager's Fee for such year, then Manager shall pay the excess to GCRC within the 60-day period.

3.5 Base Operations Fee Prior to Phase 2. Prior to the Phase 2 Completion Date, GCRC will pay Manager a base operations fee ("Operations Fee") each month during the Operating Term in an amount determined in accordance with the following chart:

Monthly Management Fee Advance	Level of Occupancy for Prior Fiscal Year
\$0	0% to 20%
\$3,000	21% to 50%

3.6 Base Operations Fee After Phase 2. On and after the Phase 2 Completion Date, GCRC will pay Manager a base operations fee ("Operations Fee") each month during the Operating Term in an amount determined in accordance with the following chart:

Monthly Management Fee Advance	Level of Occupancy for Prior Fiscal Year
\$0	0% to 20%
\$3,000	21% to 50%
\$5,000	51% to 60%
\$6,000	61% to 70%
\$7,500	71% to 100%

ARTICLE 4 BOOKS AND RECORDS; ACCOUNTING

4.1 Books and Records. GCRC shall keep full and adequate books of account and other records reflecting the results of operation of the Project, all in accordance with generally accepted accounting principles. The books of account and all other records relating to or reflecting the operation of the Project shall be kept at the offices of GCRC and shall be available to Manager and its representatives and its auditors or accountants, at all reasonable times and upon reasonable notice for examination, audit, inspection, copying and transcription. All of such books and records pertaining to the Project at all times shall be the property of GCRC. Within 30 days of Manager's written request and at Manager's expense, GCRC will provide Manager with copies of all books of account and other records of the Project, which are reasonably available and not disposed of in accordance with GCRC's document retention policy. Within 30 days of GCRC's written request and at GCRC's expense, Manager will provide GCRC with copies of all invoices, books of account and other records relating to the construction phase of the Project, which are reasonably available and not disposed of in accordance with Manager's document retention policy.

4.2 Accounting.

(a) GCRC shall deliver to Manager within 20 days after the end of each calendar quarter an interim accounting showing the results of the operation of the Project for such quarter and for the Fiscal Year to date (including a computation of Gross Revenue and Gross Operating Expenses). Such interim accounting and the annual accounting referred to below shall: (i) be taken from the books and records maintained by GCRC for the Project in the manner hereinafter specified; and (ii) separately state the amount of the Manager's Fee.

(b) Within 60 days after the end of each Fiscal Year, GCRC shall deliver to Manager an unaudited annual income statement and balance sheet for the Project, prepared on an accrual basis, showing Gross Revenues, Gross Operating Expenses, Net Revenues, and any other information necessary to make the computations required hereby for such Fiscal Year (collectively, the "Annual Operations Statement").

(c) The annual financial statements for the Project shall be audited by an independent firm of certified public accountants selected by GCRC. If the audit is conducted by a Qualified Accounting Firm, the cost of the audit shall be included within Gross Operating Expenses. Otherwise, the cost of the audit shall be borne by GCRC. The audit shall be conducted in accordance with generally accepted accounting principles. As used in this

Agreement, a "Qualified Accounting Firm" is an accounting services firm (i) approved by Manager, or (ii) meeting the following criteria: (A) having offices in at least three states; (B) having a regional or national reputation for high standards of professionalism within the accounting and auditing field; (C) having at least 75 partners or principals; (D) having expertise in the area of auditing within the hospitality industry; and (E) having one or more partners or principals licensed as certified public accountants within the State of Arizona. The parties agree that Moss Adams LLP qualifies as a Qualified Accounting Firm.

4.3 Records Retention. Manager agrees to keep full, complete and proper invoices and records relating to the construction phase of the Project. GCRC agrees to keep full, complete and proper books, records and accounts of Gross Revenues and Gross Operating Expenses and of capital expenditures as are normally examined and required to be kept by an independent accountant pursuant to accepted auditing standards in performing an audit of the same. All such books, records and accounts for a particular Fiscal Year shall be kept for a period of at least three years following the end of each Fiscal Year.

4.4 Right to Audit. At any time within two years after the end of a Fiscal Year, Manager may cause an audit of the books and records of the Project to be made, at Manager's sole expense and not as a Gross Operating Expense, for the purpose of verifying the accuracy of the Annual Operations Statement for such Fiscal Year and any other computations under this Agreement relating to such Fiscal Year. The audit shall be performed by a certified public accountant selected by Manager, and GCRC agrees to make all records available for the audit at its offices, unless Manager agrees to a different location. If the results of the audit show any discrepancies that would affect amounts paid or payable by Manager under this Agreement, then within 10 days of the completion of the audit and the determination of such discrepancy, Manager and GCRC shall make any necessary adjusting payments between themselves to remedy the discrepancy.

ARTICLE 5 OPERATING BUDGET; OPERATING EXPENSES

5.1 Annual Operating Budget. The "Annual Operating Budget" for each Fiscal Year, commencing with the Fiscal Year in which the Operating Term commences, shall consist of reasonable estimates of Gross Revenues and Gross Operating Expenses for such Fiscal Year, itemized in a reasonable format, together with the assumptions, in narrative form, forming the basis of such estimates. The Annual Operating Budget shall also include provisions for an operating reserve (the "Operating Reserve"), with the Operating Reserve to be funded as provided in this Agreement. At least 60 days prior to the commencement of each Fiscal Year, commencing with the Fiscal Year in which the Operating Term commences, GCRC shall prepare and submit the Annual Operating Budget for such Fiscal Year to Manager for its review and approval. Once both Manager and GCRC are in agreement on the terms of the Annual Capital Budget for a particular Fiscal Year, Manager shall be authorized to implement such approved Annual Capital Budget.

5.2 Payments; Timing; and Penalties. GCRC shall pay all Gross Operating Expenses (to the extent consistent with the approved Annual Operating Budget) on or before the date such expenses are due and payable without incurring any additional fees, premiums, interest, or penalties.

5.3 Operations on behalf of GCRC. In performing its duties under this Agreement, Manager shall act solely for the account of GCRC. All debts and liabilities to third persons incurred by Manager in the course of its operation and management of the Project, shall be pursuant to the terms and subject to the limitations of this Agreement, and shall be the debts and liabilities of GCRC only, and Manager shall not be liable for any such obligations by reason of its management, supervision, direction and operation of


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the Project for GCRC or for any other reason whatsoever. Manager may so inform third parties with whom it deals on behalf of GCRC and may take any other steps to carry out the intent of this provision. The foregoing is not intended to relieve or release Manager from any of its funding obligations pursuant to any provision of this Agreement or from liability for damages or other Claims arising as a result of a default by Manager pursuant to this Agreement.

5.4 Manager's Indirect Costs and Expenses. GCRC shall not bear or otherwise be responsible for Manager's general corporate or administrative costs and expenses, including its central office overhead and the payroll, other employee benefits, out-of-pocket travel expenses, and related costs of Manager's officers and employees who do not perform all of their services at the Project, except that Gross Operating Expenses shall include the reasonable compensation and other benefits and payroll costs of any such officer or management employee allocable to temporary emergency periods during which he or she is stationed at the Project and is performing services normally performed by Project employees.

5.5 Warranties and Guaranties. If any item for which Gross Operating Expenses are to be incurred shall be made necessary by any condition against the occurrence of which GCRC or Manager has received a guaranty or warranty, then Manager shall invoke said guarantees or warranties in GCRC's or Manager's name and GCRC will cooperate with Manager in the enforcement thereof.

ARTICLE 6 CAPITAL EXPENDITURES

6.1 Annual Capital Budget. The "Annual Capital Budget" for each Fiscal Year shall consist of reasonable estimates of expenditures for any and all capital improvements (including initial purchases of Furniture and Equipment, replacements and repairs with respect to the Project) for such Fiscal Year, itemized in a reasonable format, together with the assumptions, in narrative form, forming the basis of such estimates. The Annual Capital Budget shall also include provisions for appropriate reserves for future capital expenditures, including for replacement of existing capital assets, with such reserves to be funded on an on-going basis, and the amounts so set aside shall be considered capital expenditures in the month in which such funds are to be placed in such reserves. The Annual Capital Budget shall not include any Construction Costs with respect to the design and construction of the Project Improvements pursuant to Section 2.2. At least 60 days prior to the commencement of each Fiscal Year, GCRC shall prepare and submit the Annual Capital Budget for such Fiscal Year to Manager for its review and approval. The Annual Capital Budgets shall be prepared with a view to providing facilities consistent with the requirements of this Agreement, including the Standards of Operation.

ARTICLE 7 INSURANCE

7.1 Required Insurance. Manager shall throughout the Construction Term and the Operating Term provide and maintain, with the cost to be charged as a part of Gross Operating Expenses:

(a) Property Insurance. "All-risk" property insurance on the Project Improvements and their component parts and all Furniture and Equipment against damage from risks customarily covered by such policies (including earthquake insurance coverage, if available, and, at Manager's discretion, boiler and machinery insurance) on a full replacement cost basis, with limits and deductibles and other provisions as may be determined from time to time by Manager, with the approval of GCRC;

(b) Liability Insurance. Commercial general liability and business automobile liability insurance in amounts satisfactory to GCRC, but in any event not less than a combined

single limit of \$2,000,000 for each occurrence, \$5,000,000 aggregate, and with deductibles and other provisions as may be determined from time to time by Manager, with the approval of GCRC, for personal injury and death, and property damage, which shall, among other risks, including coverage against liability arising out of the ownership or operation of motor vehicles, as well as coverage in such amount against all claims brought anywhere in the world arising out of alleged (i) bodily injury, (ii) death, (iii) property damage, (iv) assault or battery, (v) false arrest, detention or imprisonment or malicious prosecution, (vi) libel, slander, defamation or violation of the right of privacy, or (vii) wrongful entry or eviction;

(c) Worker's Compensation Insurance. Worker's compensation insurance or insurance required by similar employee benefit acts as well as insurance having a minimum per occurrence limit as GCRC may deem advisable against all claims which may be brought for personal injury or death of Project employees, but in no event less than amounts prescribed by applicable law; and

(d) Other.

(i) Fidelity bonds, with reasonable limits and deductibles to be determined by Manager and approved by GCRC, for Manager's employees in job classifications normally bonded or otherwise required by law (except to the extent employee dishonesty with respect to such employees is otherwise covered under other insurance policies), and comprehensive crime insurance, if and to the extent that (i) such insurance does not duplicate existing comprehensive crime coverage in effect for the Project, and (ii) Manager reasonably deems such coverage to be necessary for the Project; and

(ii) Such other insurance as is customarily carried with respect to similar projects or as GCRC may reasonably request from time to time.

GCRC may require Manager to increase the limits of the above insurance coverage, or to establish, increase or decrease reasonable deductible amounts with respect to such coverage, and all premiums therefor shall be charged as part of Gross Operating Expenses.

7.2 Form of Policies. All insurance required by Section 7.1 shall be in such form and with such companies as shall be reasonably satisfactory to GCRC and Manager and shall name each of GCRC, the Nation, and Manager as named insureds. All policies of insurance shall provide that (i) the insurance company will have no right of subrogation against the holder of any mortgage or other encumbrance on the Project, GCRC, the Nation, Manager or any of their respective Affiliates (or the agents or employees thereof), and (ii) that the proceeds thereof in the event of loss or damage shall, to the extent payable to any holder of any such mortgage or other encumbrance, be payable notwithstanding, any act of negligence or breach of warranty by GCRC or Manager which might otherwise result in the forfeiture or non-payment of such insurance proceeds.

7.3 Certificates. Certificates of all policies shall be delivered to the party hereunder who is not required to purchase the insurance prior to the Effective Date and thereafter certificates of renewal shall be so delivered prior to the expiration date of such policies. All such certificates shall specify that the policies to which they relate cannot be cancelled or materially modified on less than thirty (30) days' prior written notice to such other party.

**ARTICLE 8
TAXES AND UTILITIES**

8.1 Taxes. GCRC shall pay, prior to delinquency, all real estate taxes, all personal property taxes and all betterment assessments levied against the Project or any of its component parts and such amounts shall be charged as Gross Operating Expenses. Manager shall promptly deliver to GCRC all notices of assessments, valuations and similar documents to be filed by GCRC or which are received from taxing authorities by Manager.

8.2 Utilities. GCRC shall promptly pay all fuel, gas, light, power, water, sewage, garbage disposal, telephone and other utility bills currently as they are incurred in connection with the Project and such amounts shall be charged as Gross Operating Expenses. Manager shall promptly deliver to GCRC all bills for utilities which are received by Manager.

**ARTICLE 9
DAMAGE OR DESTRUCTION; CONDEMNATION**

9.1 Damage or Destruction.

(a) Reconstruction. If the Project or any portion thereof shall be damaged, destroyed, or rendered unusable at any time or times after the Effective Date by fire, flood, ground subsidence, structural problems, or any other cause (whether insured or uninsured), Manager will, with due diligence, repair, rebuild, or replace the same ("Reconstruction"), utilizing any and all insurance proceeds payable on account of such casualty, so that after such Reconstruction, the Project shall be substantially the same as prior to such damage or destruction and in compliance with all applicable governmental laws or regulations. To the extent that any insurance proceeds payable with respect to the casualty loss are insufficient to complete the Reconstruction, then Manager agrees to pay the additional funds necessary to complete the Reconstruction; *provided, however*, that the amount of any deductible shall be charged as a Gross Operating Expense and paid from the Operating Account.

(b) Timing. Manager shall commence any Reconstruction required under this Section 9.1 within a reasonable time (not to exceed 60 days) after the occurrence of damage or destruction and shall complete such Reconstruction diligently.

9.2 Condemnation.

(a) Partial Taking. If only a part of the Project shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition or like proceeding by any competent authority ("Taking"), and in the reasonable opinion of GCRC and Manager, the Project can be altered, restored or repaired so as to make it a satisfactory architectural unit, capable of functioning as a first class tourist attraction of similar type and class as prior to the Taking, Manager shall so alter, restore and replace the Project to the extent that the proceeds of such Taking are sufficient to pay for the costs of same, and such proceeds shall be made available to Manager for such purpose. Such work shall be commenced within 90 days after such proceeds become available to GCRC and shall be diligently pursued to completion.

(b) Total Taking. If in GCRC's reasonable opinion the Project cannot be altered, restored or repaired so as to make it a satisfactory architectural unit, capable of functioning as a first class tourist attraction of similar type and class as prior to the Taking, or if the proceeds of

such Taking will not be sufficient to pay for the costs of such alteration, restoration or repair, then either party to this Agreement may terminate this Agreement by written notice delivered to the other party within 90 days after such Taking.

(c) Condemnation Awards. All condemnation awards payable with respect to a taking of all or part of the Project shall belong solely to GCRC (subject to the right of Manager to utilize such proceeds for rebuilding and restoration pursuant to Section 9.2(a)), but Manager shall be entitled to seek compensation with respect to its rights under this Agreement in connection with any such Taking, so long as such compensation does not reduce any award otherwise payable to GCRC.

ARTICLE 10 TERMINATION OF AGREEMENT

10.1 Termination. This Agreement may be terminated prior to the expiration of the Construction Term or the Operating Term upon the occurrence of one or more of the following events:

(a) Upon the occurrence of any Event of Default, at the option of the non-defaulting party, exercised by written notice of termination to the defaulting party given at least 20 days prior to the proposed termination date, if prior to the proposed termination date, the Event of Default remains uncured, with the 20-day termination notice to be in addition to any other notice or cure period provided with respect to such Event of Default.

(b) At the option of Manager exercised by written notice to GCRC in the event of any suspension for a period in excess of 90 days or withdrawal or revocation of any material governmental license or permit required for Manager's performance under this Agreement or the operation of the Project in accordance with the terms hereof, but only if such suspension, withdrawal or revocation is due to circumstances beyond Manager's reasonable control.

(c) Upon the election of a party to terminate this Agreement pursuant to any right of termination otherwise provided in this Agreement.

10.2 Transition Procedures. Within 15 days following the expiration or termination of this Agreement for whatever reason, GCRC and Manager shall do the following (and the provisions of this Section 10.2 shall survive the expiration or termination of this Agreement until they have been fully performed):

(a) Manager shall execute all documents and instruments necessary to transfer (if transferable) to GCRC or its nominee all governmental permits and licenses held by Manager necessary to operate the Project, and all rights under third party warranties on property and services purchased by Manager for the Project.

(b) Manager shall assign to GCRC or its nominee, and GCRC and its nominee (if any) shall assume, all leases and concession agreements in effect with respect to the Project then in Manager's, rather than GCRC's, name.

(c) Manager shall deliver to GCRC all keys, safe combinations, and other property of GCRC then in the possession of Manager's officers, employees and its Affiliates.

(d) Manager shall immediately grant and transfer, by instruments provided by GCRC, any right and interest which Manager might claim in the good will which has arisen from the use prior to the expiration or termination of this Agreement of the Proprietary Marks. Manager acknowledges that it has no right, title or interest in any of GCRC's Proprietary Marks, and Manager agrees that no right or remedy of Manager, nor any other provision of this Agreement, shall confer on Manager or any transferee, assignee, sublicensee or successor of Manager, or any person, firm, or corporation claiming through or by Manager, the right to use any of the Proprietary Marks whether before or after the expiration or termination of this Agreement. GCRC shall have the right to seek injunctive or other relief in a court of competent jurisdiction to enforce the foregoing provisions, and if such enforcement shall be necessary, Manager shall bear all of GCRC's cost, including attorneys' fees, of such enforcement.

(e) Manager shall immediately remit to GCRC from the Operating Account all funds remaining, if any, after payment of all accrued Gross Operating Expenses, the Manager's Fee and other amounts due Manager, *provided, however*, that if the termination is as a result of an Event of Default by Manager, in addition to any other remedies available to GCRC, including the right to collect damages, any unpaid Manager's Fee will no longer be due and payable to Manager.

(f) GCRC may interview and offer employment to any such persons who were performing services at the Project, and Manager shall cooperate with such efforts by GCRC if requested by GCRC.

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

11.1 Defaults. Each of the following shall constitute an "Event of Default" hereunder with respect to a party:

(a) Any failure by such party to pay any amount due and payable pursuant to this Agreement within 30 days following receipt of written notice of such failure given to such party by the other party.

(b) The failure of such party to perform, keep or fulfill any of its other covenants, undertakings or obligations set forth in this Agreement or the material breach of any of its representations or warranties hereunder, if such failure or breach is not cured within 30 days after written notice specifying such failure or breach is received by such party from the non-defaulting party; *provided, however*, that if such failure or breach is curable but is not reasonably capable of being cured within such period, and such party commences to cure such default during such period and thereafter prosecutes such cure to completion with all due diligence, then no Event of Default by such party shall exist.

(c) The Bankruptcy of such party.

11.2 Remedies. Upon the occurrence of an Event of Default by a party, the non-defaulting may pursue any or all of the following:

(a) Terminate this Agreement as provided in Section 10.1(a);

(b) Elect to make such payments or take any and all action deemed necessary by the non-defaulting party, in such non-defaulting party's sole and absolute discretion, to cure the

default, and all sums expended by the non-defaulting party in connection therewith shall be paid by the defaulting party to the non-defaulting party within ten (10) days of receipt by the defaulting party of an invoice and demand therefor; or

(c) Pursue any other right or remedy which the non-defaulting party may have at law or in equity.

ARTICLE 12 ASSIGNMENTS; OWNERSHIP CHANGES

12.1 Assignments. Except as otherwise provided in Section 12.2, neither party may assign its interest in this Agreement to any other Person without the prior written consent of the other party, not to be unreasonably withheld. Any attempted assignment without the required prior written consent will be void, will confer no rights upon any third person and will constitute a default under this Agreement.

12.2 Permitted Assignments. Notwithstanding the foregoing, GCRC may assign its interest in this Agreement, without the consent of Manager to an entity that is separately managed but wholly owned, directly or indirectly, by the Nation or by its successor in interest as the owner of the Site. If GCRC makes a permitted assignment pursuant to this Section 12.2, then, any other provision of this Agreement to the contrary notwithstanding, if the assignee gives a permissible notice of termination to Manager under Section 10.1(a) at any time within 30 days following the date of the assignment, whether on account of events or circumstances occurring prior to or subsequent to the assignment, and the notice of termination relates solely to an Event of Default under Section 11.1(b), the 20-day cure period described in Section 10.1(a) shall be 60 days. The foregoing provision shall not effect in any way any notice of termination given prior to the date of the assignment or to any notice of termination given more than 30 days following the date of the assignment.

12.3 Requirements; Release. Each assignment permitted under this Article 12 will be evidenced by an instrument in writing executed by the assignor and assignee. Each assignee will also agree in writing to assume, to be bound by, and to perform the terms, covenants, and conditions of this Agreement to be done, kept, and performed by the assignor. One executed copy of such written instrument will be delivered to the non-assigning party. No such assignment will release the assigning party from such party's obligations under this Agreement unless the non-assigning party agrees in writing to such release, except that in the case of an assignment pursuant to Section 12.2, upon execution by the assignor and assignee of a writing satisfying the assumption requirements of this Section 12.3, the assignor shall be automatically released from any further liability under this Agreement. A non-assigning party's consent to an assignment on one occasion will not be deemed consent to any subsequent assignment.

12.4 Indirect Transfers. Any sale, transfer, encumbrance, or other disposition of a Controlling Interest in a party will be deemed a prohibited assignment of this Agreement under this Article 12, unless the party has complied with the provisions of this Article 12. As used herein, "Controlling Interest" means an interest, the ownership of which empowers the holder to exercise a controlling influence over the management, policies or personnel of a Person. Ownership of 10% or more of the equity or voting securities or interests of a Person or ownership of any general partnership interest in a partnership will be deemed conclusively to constitute a Controlling Interest in the Person or partnership, as the case may be.

**ARTICLE 13
ADDITIONAL COVENANTS**

13.1 Non-Competition Provisions.

(a) Other Competing Businesses of Manager. During the Operating Term and for a period of 10 years after expiration of the Operating Term or its earlier termination for any reason other than by Manager as a result of an Event of Default by GCRC, neither Manager nor any Affiliate of Manager shall operate a Manager Competing Business or have a direct or indirect ownership interest in any Person that operates a Manager Competing Business within the Restricted Area. The provisions of this Section 13.1(a) shall survive the expiration or termination of this Agreement.

(b) Competing Business by GCRC. During the Operating Term, neither GCRC nor any Affiliate of GCRC, including the Nation, shall (i) operate a GCRC Competing Business, (ii) have a direct or indirect ownership interest in any Person that operates a GCRC Competing Business, or (iii) operate a business similar to the Project at the rim of the Grand Canyon, unless the Project has at least 75% occupancy for the 6 months, as determined by GCRC, prior to GCRC's Board approval of a new similar development at the rim of the Grand Canyon, excluding a hotel, resort or lodging facilities exceeding 100 rooms.

(c) Certain Definitions. As used in this Section 13.1:

(i) "GCRC Competing Business" means any business similar to the Project, excluding a hotel, resort or lodging facilities exceeding 100 rooms, at the rim of the Grand Canyon that is within 500 feet of the Cabins;


(ii) "Manager Competing Business" means any business enterprise that is similar to or would otherwise be competitive with any business at any time owned by the Nation or its Affiliates, including all businesses currently operating at Grand Canyon West; and

(iii) "Restricted Area" means and includes the Hualapai Reservation, the Havasupai Reservation, Grand Canyon National Park, and any privately-owned land located within 50 miles of the borders of the Hualapai Reservation, the Havasupai Reservation, or Grand Canyon National Park.

**ARTICLE 14
REPRESENTATIONS AND WARRANTIES**

14.1 Representations and Warranties of GCRC. As of the date of execution of this Agreement by GCRC, GCRC warrants and represents to Manager as follows:

(a) Organizational Status. GCRC is a tribally chartered corporation of, and owned by, the Nation, duly organized, validly existing and in good standing under the laws of the Nation and has full power and authority under its organizational documents and from the Nation to enter into and to perform its obligations under this Agreement. The person(s) executing this Agreement on behalf of GCRC have full power and authority to do so and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.


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(b) Entity Action. All corporate action on the part of GCRC and the Nation (which is the sole shareholder of GCRC) which is required for the execution, delivery and performance by GCRC of this Agreement has been duly and effectively taken.

ARTICLE 15 GENERAL PROVISIONS

15.1 Indemnity. Each party to this Agreement agrees to indemnify the other party and such other party's Related Parties and hold each of them harmless for, from and against all Claims attributable, directly or indirectly, to the breach by such indemnifying party of any obligation hereunder or the inaccuracy of any representation or warranty made by such indemnifying party herein or in any instrument delivered pursuant hereto or in connection with the transactions contemplated hereby. This indemnity shall survive the expiration or termination of this Agreement.

15.2 Further Assurances. GCRC and Manager shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

15.3 Successors and Assigns. Subject to the provisions of Article 12, this Agreement shall be binding upon and inure to the benefit of GCRC and Manager and their successors and assigns. The Nation is a designated third-party beneficiary of the provisions of this Agreement intended for its benefit.

15.4 Arbitration; Governing Law; Jurisdiction.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted in or around Peach Springs, Arizona, by a sole arbitrator; *provided, however*, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 15.4(d). Judgment upon the award (as limited by Section 15.4(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to the parties. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Arizona and the Hualapai Indian Tribe. The laws of the State of Arizona specifically exclude, however, any laws of the State of Arizona that may be interpreted to (i) waive GCRC's or the Nation's sovereign immunity; (ii) require arbitration, other than as agreed to in Section 15.4(a); or (iii) require GCRC or the Nation to appear in any courts or other proceedings in the State of Arizona, except federal courts. The venue and jurisdiction for (x) any litigation under this Agreement and (y) all other civil matters arising out of this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. GCRC expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Constitution of the Nation. GCRC's waiver of sovereign immunity from suit is specifically limited by the Constitution of the Nation to the following actions and judicial remedies:

(i) The action must be brought by Manager and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and

(ii) Any money damages will be limited to the assets that are solely owned by GCRC. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Nation in arbitration, judicial, or governmental agency action; and

(iii) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring GCRC to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 15.4(d)(ii)).

15.5 Amendments. This Agreement may not be modified, amended, surrendered or changed, except by a written instrument executed by GCRC and Manager.

15.6 Inspection Rights. GCRC shall have the right to inspect the Project at any time during the Construction Term and the Operating Term to determine compliance by Manager with its obligations under this Agreement and otherwise in connection with the performance by GCRC of its obligations under this Agreement.

15.7 Relationship. In the performance of this Agreement, Manager shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making Manager a partner or joint venturer with GCRC, and each party agrees that it will not make any contrary assertion, contention, claim or counterclaim, in any action, suit or other legal proceedings involving Manager and GCRC.

15.8 Entire Agreement. This Agreement, which includes the attached Exhibits, constitutes the entire agreement between the parties relating to the subject matter hereof, superseding all prior agreements or undertakings, oral or written.

15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

15.10 Notices. Notices and other communications required or contemplated by this Agreement shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail,

certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, (c) overnight express delivery service, or (d) facsimile transmission, addressed or transmitted to the parties at the following addresses or telecopier numbers, or to such other address or telecopier number as a party may designate to the others in a writing delivered in accordance with the provisions of this Section:

TO MANAGER: Jim Brown
[ADDRESS]
Fax No.: [NUMBER]
Telephone No.: [NUMBER]

TO GCRC: Grand Canyon Resort Corporation
887 Highway 66
P.O. Box 538
Peach Springs, AZ 86434
Fax No.: 520-769-2372
Telephone No.: 888-255-9550

with a copy to: Mark D. Ohre, Esq.
Snell & Wilmer L.L.P.
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004-2202
Fax No.: 602-382-6070
Telephone No.: 602-382-6394

All notices and other materials shall be deemed to have been delivered and shall be effective upon the date on which the notice is actually received, if notice is given by personal delivery or by overnight express delivery service, on the third day after mailing if notice is sent through the United States mail, and on the date of transmission if sent by facsimile transmission prior to 2:00 p.m. (local time at point of sending) or the next day if sent after such time.

15.11 Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party will be entitled to recover attorneys' fees in such amount as the arbitrator or arbitration panel may judge reasonable.

15.12 Recording. Manager will not record this Agreement without the prior written consent of GCRC; however, promptly following the execution of this Agreement, the parties will execute and record a memorandum of this Agreement, in form and content reasonably acceptable to the parties.

15.13 Remedies Not Exclusive. The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

15.14 Interest on Unpaid Amounts. Amounts due and owing from a party to the other party under this Agreement shall bear interest from the date due until paid at the Default Rate.

15.15 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 o'clock p.m. (local Arizona time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a day other than a Business Day, the time for performance or taking such action will be extended to the next succeeding day which is a Business Day.

15.16 Waivers. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; *provided, however,* such waiver will in no way excuse the other party from the performance of any of its other obligations under this Agreement.

15.17 Survival. To the extent that this Agreement provides that certain rights are to survive the expiration or termination of this Agreement, the provisions of this Article 15 shall also survive with respect to such rights.

IN WITNESS WHEREOF, Manager and GCRC, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

GCRC:

HWAL'BAY BA:J ENTERPRISES, INC., dba
GRAND CANYON RESORT CORPORATION, a
tribally chartered corporation of, and owned by, the
Nation

By: [Signature]
Name: Sheri E. Yellowhawk
Title: CEO

MANAGER:

[Signature]
Jim Brown

EXHIBIT A
LEGAL DESCRIPTION OF THE SITE

1878117.6

WD 060058 

EXHIBIT B

**DESCRIPTION OF THE INITIAL 20 CABINS AND
RELATED INFRASTRUCTURE IMPROVEMENTS**

1878117.6

Sw/On
WD 000057

EXHIBIT C

DESCRIPTION OF THE FINAL PROJECT IMPROVEMENTS

1878117.6

Shy / Q
WD 000058

EXHIBIT C

**AMENDED AND RESTATED
DEVELOPMENT AND MANAGEMENT AGREEMENT**

This AMENDED AND RESTATED DEVELOPMENT AND MANAGEMENT AGREEMENT (the "Agreement"), dated January 1, 2010 (the "Effective Date"), is between HWAL'BAY BA:J ENTERPRISES, INC., dba GRAND CANYON RESORT CORPORATION, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("GCRC"), and WD AT THE CANYON, LLC, an Arizona limited liability company ("Manager").

RECITALS

- A. The Nation is the owner of the real property described on Exhibit A (the "Site").
- B. GCRC has the right to utilize the Site for development of the Project, to enter into this Agreement, and to perform its obligations under this Agreement.
- C. Manager is a newly-formed limited liability company. Manager's member, employees and Affiliates are experienced in the tourism business and have the financial strength, proven track record, and past and current business relationships necessary and appropriate to undertake the operation of the Project in accordance with the terms of this Agreement.
- D. GCRC and Jim Brown, the owner of Manager, previously entered into a Development and Management Agreement, dated March 2005, in which Mr. Brown performed certain obligations related to the development, construction and management of the Western Town (as defined below) (the "Original Agreement").
- E. GCRC and Jim Brown previously entered into a Development and Management Agreement, dated September 26, 2006, in which Mr. Brown performed certain obligations related to the development, construction and management of the Cabins (as defined below) (the "Cabins Agreement").
- F. The parties and Jim Brown now desire to amend and restate the Original Agreement and the Cabins Agreement in their entirety through the execution and delivery of this Agreement.
- G. GCRC desires to have Manager manage the Project in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

AGREEMENT

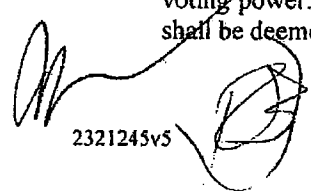
NOW, THEREFORE, GCRC and Manager agree as follows:

**ARTICLE I
DEFINITIONS, TERMS AND REFERENCES**

1.1 Definitions. In this Agreement and any exhibits, addenda or riders hereto, the following terms shall have the following meanings:

"Affiliate" means any entity owned or controlled by a party, owning or controlling a party or under common ownership and control with a party, with "control" meaning direct or indirect ownership of five percent (5%) or more of outstanding interests in terms of value or voting power. Without limiting the generality of and notwithstanding the foregoing, the Nation shall be deemed an Affiliate of GCRC.

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"Agreement" means this Amended and Restated Development and Management Agreement, as it may be amended, supplemented, or renewed from time to time.

"Annual Capital Budget" means the annual capital budget for the Project and certain other matters prepared and submitted by GCRC to Manager pursuant to Section 6.1, as modified and approved from time to time in accordance with the provisions of Section 2.8.

"Annual Operating Budget" means the annual operating budget for the Project and certain other matters prepared and submitted by GCRC to Manager pursuant to Section 5.1, as modified and approved from time to time in accordance with the provisions of Section 2.8.

"Authorities" means all government agencies and authorities, including the Nation, having jurisdiction with respect to the Project.

"Bankruptcy," with respect to a party to this Agreement means any of: (a) the filing by such party of a voluntary petition in bankruptcy under Title 11 of the United States Code, or the issuing of an order for relief against such party under Title 11 of the United States Code; (b) the filing by such party of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors; (c) such party's seeking or consenting to or acquiescing in the appointment of any custodian, trustee, receiver, conservator or liquidator of such party or of all or substantially all of its assets; (d) the making by such party of any general assignment for the benefit of creditors; or (e) the entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against such party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the date of entry thereof.

"Business Day" means any day other than Saturday, Sunday, or a legal holiday in the State of Arizona. In this Agreement, any reference to "days" means calendar days, unless the term "Business Day" is used with respect thereto.

"Cabins" means the 26 cabins and related infrastructure located at the Site.

"Canyon Creek Ranch" means that certain old-west themed resort facility, operated by Manager, and located in Canyon Creek, Arizona.

"Claims" means any and all obligations, debts, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including reasonable attorneys' fees and litigation and court costs.

"Default Rate" means the Prime Rate, as it varies from time to time, plus two percentage points.

"Effective Date" means the date listed in the caption of this Agreement.

"Fiscal Year" means a fiscal year which ends on December 31. The words "full Fiscal Year" mean any Fiscal Year containing not fewer than 364 days. A partial Fiscal Year after the

end of the last full Fiscal Year and ending with the expiration or earlier termination of the Operating Term shall constitute a separate Fiscal Year.

"Furniture and Equipment" means all furniture, furnishings, wall coverings, fixtures, equipment and systems located at, or used in connection with the Project, together with all replacements therefor and additions thereto.

"GCRC" means Hwal'bay Baj Enterprises, Inc., dba Grand Canyon Resort Corporation, a tribally chartered corporation of, and owned by, the Nation, and its successors and assigns.

"GCRC Contribution Amount" means (a) the product of two dollars (\$2.00) multiplied by the number of customers visiting Grand Canyon West during a Fiscal Year; provided, however, such amount shall not exceed \$900,000 per Fiscal Year; and (b) three dollars (\$3.00) multiplied by the number of customers visiting Grand Canyon West during a Fiscal Year; provided, however, that the parties shall meet prior to the beginning of each fiscal year to re-evaluate whether this additional GCRC Contribution Amount is appropriate and shall agree on such figure for each fiscal year, and, in making such evaluation, shall take into account various factors, including, without limitation, visitation, transportation and other service-related issues.

"Grand Canyon West" means the Grand Canyon West Airport and related facilities.

"Gross Operating Expenses" means (but only if and to the extent (i) the item and the aggregate amount thereof for any Fiscal Year are contemplated as a Gross Operating Expenses by the Annual Operating Budget for such Fiscal Year, or (ii) in the case of a specific invoice that does not satisfy such criteria, otherwise expressly identified and approved as a "Gross Operating Expense" in a writing signed by GCRC and Manager) all salaries and employee expenses and taxes (including salaries, wages, bonuses, and other compensation and benefits which shall include, but not be limited to, life, medical and disability insurance and retirement benefits) of the employees who perform services exclusively at the Western Town in connection with Western Town operations; repair and maintenance costs and expenses and costs and expenses for Furniture and Equipment (all to the extent not constituting capital expenditures under generally accepted accounting principles); operational supplies and utility expenses and fees; governmental fees and assessments, including the taxes and assessments to be paid pursuant to Section 8.1; insurance premiums for the insurance required to be carried pursuant to Section 7.1; the cost of Inventories; advertising and marketing expenses (including reservation system expenses, if a reservation system is used); and any and all other operating expenses as are reasonably necessary for the proper and efficient operation of the Western Town and which are incurred in accordance with the provisions of this Agreement, excluding, however: (a) federal, Nation, state and municipal excise, sales and use taxes collected directly from customers or as a part of the sales price of any goods or services; (b) amounts paid into the Operating Reserve, (c) the Manager's Fee; (d) any federal, Nation, state, or local income taxes of GCRC or Manager; (e) capital expenditures pursuant to Article 6; (f) costs and expenses for Furniture and Equipment and for maintenance and repairs, to the extent constituting capital expenditures, except as otherwise provided in Section 9.1(a); (g) depreciation and amortization, all determined in accordance with generally accepted accounting principles (except as specifically modified by the terms of this Agreement); (h) incurred Manager construction costs; and (i) Manager Overhead. For purposes of clarification, no part of Manager Overhead shall be deemed to be a part of Gross Operating Expenses, except to the limited extent provided in Section 5.4. Gross Operating Expenses shall be determined on an accrual basis. For purposes of this definition, all of the expenses listed above shall be only those expenses incurred in the furtherance of the Western Town.

"Gross Operating Expenses for the Cabins" means (but only if and to the extent (i) the item and the aggregate amount thereof for any Fiscal Year are contemplated as a Gross Operating Expenses for the Cabins by the Annual Operating Budget for such Fiscal Year, or (ii) in the case of a specific invoice that does not satisfy such criteria, otherwise expressly identified and approved as a "Gross Operating Expense for the Cabins" in a writing signed by GCRC and Manager) all salaries and employee expenses and taxes (including salaries, wages, bonuses, and other compensation and benefits which shall include, but not be limited to, life, medical and disability insurance and retirement benefits) of the employees who perform services exclusively at the Cabins in connection with Cabins operations; repair and maintenance costs and expenses and costs and expenses for Furniture and Equipment (all to the extent not constituting capital expenditures under generally accepted accounting principles); operational supplies and utility expenses and fees; governmental fees and assessments, including the taxes and assessments to be paid pursuant to Section 8.1; insurance premiums for the insurance required to be carried pursuant to Section 7.1; the cost of Inventories; advertising and marketing expenses (including reservation system expenses, if a reservation system is used); and any and all other operating expenses as are reasonably necessary for the proper and efficient operation of the Cabins and which are incurred in accordance with the provisions of this Agreement, excluding, however: (a) federal, Nation, state and municipal excise, sales and use taxes collected directly from customers or as a part of the sales price of any goods or services; (b) amounts paid into the Operating Reserve, (c) the Manager's Fee; (d) any federal, Nation, state, or local income taxes of GCRC or Manager; (e) capital expenditures pursuant to Article 6; (f) costs and expenses for Furniture and Equipment and for maintenance and repairs, to the extent constituting capital expenditures, except as otherwise provided in Section 9.1(a); (g) depreciation and amortization, all determined in accordance with generally accepted accounting principles (except as specifically modified by the terms of this Agreement); (h) incurred Manager construction costs; and (i) Manager Overhead. For purposes of clarification, no part of Manager Overhead shall be deemed to be a part of Gross Operating Expenses for the Cabins, except to the limited extent provided in Section 5.4. Gross Operating Expenses shall be determined on an accrual basis.

"Gross Revenues" means all revenues, receipts and income of any kind derived directly or indirectly by Manager as agent for and for payment to GCRC, including, without limitation, the GCRC Contribution Amount, from or in connection with the Project (including revenues from customers using Western Town, gift shop sales receipts, and payments from any licensees or concessionaires [but not including their gross receipts]), whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (a) any other funds furnished by GCRC such as a capital contribution (excluding the GCRC Contribution Amount) or Manager (excluding Manager's Investment); (b) interest accrued on amounts in the Operating Reserve and any capital reserve, (c) federal, state and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (d) proceeds from the sale, condemnation or other disposition of non-Inventory assets; (e) returned deposits or refunds to customers, (f) imputed value of goods or services furnished on a complimentary basis, and (g) proceeds of insurance (except as otherwise provided for business interruption insurance under Section 7.1). Gross Revenues shall be determined on an accrual basis.

"Gross Revenues for the Cabins" means all revenues, receipts and income of any kind derived directly or indirectly by Manager as agent for and for payment to GCRC from or in connection with the Cabins, including receipts, and payments from any licensees or concessionaires specifically related to the Cabins [but not including their gross receipts]), whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (a) funds furnished by GCRC or Manager (excluding

Manager's Investment); (b) interest accrued on amounts in the Operating Reserve and any capital reserve, (c) federal, state and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (d) proceeds from the sale, condemnation or other disposition of non-Inventory assets; (e) returned deposits or refunds to customers, (f) imputed value of goods or services furnished on a complimentary basis, and (g) proceeds of insurance (except as otherwise provided for business interruption insurance under Section 7.1). Gross Revenues for the Cabins shall be determined on an accrual basis.

"Inventories" means inventories of merchandise for the gift shop included as part of the Project and inventories of supplies used in the operation of the Project, such as restroom supplies, expendable office supplies, fuel, and other expended supplies and similar items.

"Manager" means WD at the Canyon, LLC, an Arizona limited liability company, and any permitted assignee of Manager's rights under this Agreement who assumes the obligations of Manager hereunder pursuant to the terms of this Agreement.

"Manager's Fee" means the amounts to be paid to Manager for developing, operating and managing the Project pursuant to Article 3.

"Manager's Investment" means an amount equal to the sum of the aggregate total of all Manager construction costs actually incurred by Manager. In order for a particular eligible cost or expenditure to be included as part of Manager's Investment, Manager shall have provided to GCRC written receipts or other evidence of payment of the amount of such cost or expenditure. The total amount of Manager's Investment shall be determined by the parties as of the Effective Date. The parties expressly acknowledge and agree that the Manager's Investment has been recouped by Manager prior to the Effective Date.

"Manager Overhead" means all of Manager's general corporate, administrative or overhead costs and expenses, including (a) the overhead of its central office and other locations, (b) all payroll, salaries and employee expenses and taxes (including salaries, wages, bonuses, travel and entertainment expenses [except to the extent constituting Project-related advertising and marketing expenses], and other compensation and benefits, including life, medical and disability insurance and retirement benefits), (c) general costs and expenses of maintaining Manager's business, and (d) costs and expenses not directly, readily and clearly traceable to the Project. An item of expense associated with Manager's officers or employees is presumed to be Manager overhead unless the item clearly constitutes a Gross Operating Expense. The parties expressly acknowledge and agree that the treatment and allocation of the salary and related expenses of the General Manager of the Western Town Operations, an employee of Manager, shall be mutually agreed between the parties each year in each Annual Operating Budget.

"Nation" means the Hualapai Indian Tribe.

"Net Revenues" means the excess (if any) of Gross Revenues over Gross Operating Expenses for any Fiscal Year.

"Net Revenues for the Cabins" means the excess (if any) of Gross Revenues for the Cabins over Gross Operating Expenses for the Cabins for any Fiscal Year.

"Net Revenue Schedule" means the schedule set forth in Exhibit B.

"Net Revenue Percentage Amount" means the percentage of Net Revenues and Net Revenues for the Cabins payable by GCRC to Manager based upon the Net Revenue Schedule.

"Operating Term" means the period commencing on the Effective Date and terminating on December 31, 2017, unless the Agreement is terminated earlier as provided in this Agreement.

"Operations Fee" has the meaning provided in Section 3.5.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Prime Rate" means the "prime rate" of interest as announced from time to time by Wells Fargo Bank, N.A., or its successor, as its prime rate; provided, however, that if Wells Fargo Bank, N.A. or its successor, ceases to announce a prime rate, then the Prime Rate shall be the "prime rate" of interest as announced from time to time by another major national bank selected from time to time by Manager as its prime rate.

"Project" means the Site, all Furniture and Equipment, the Inventories, and all other items of real or personal property used in connection with the development, management, and operation of Western Town and the Cabins.

"Proprietary Marks" means the name of the Project and all other trade names, service marks, trademarks or distinctive insignias and logos associated with the operation of the Project during the Operating Term.

"Related Parties" means the officers, directors, shareholders, members, partners, employees, agents, consultants, accountants, attorneys, successors, and assigns of a particular Person. For all purposes of this Agreement, the Nation and the members of the Hualapai Nation Council, their employees, agents, consultants, accountants, attorneys, successors, and assigns are deemed to be Related Parties of GCRC.

"Standards of Operation" means the standards of quality for the maintenance and operation of a first-class tourist facility for the Western Town and the Cabins as agreed to between the parties. The Standards of Operation have been prepared by Manager and delivered to GCRC.

"Tour Operator" means a Person who has an agreement with Manager to arrange, provide, or conduct organized, commercial group tours by fixed wing to Grand Canyon West, or by bus or other means of transportation to future facilities at Grand Canyon West.

"Western Town" means the old-west themed resort facility, including the gift shop therein, constructed at the Site and operated by Manager pursuant to the terms of this Agreement.

1.2 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all genders. The singular shall include the plural, and the plural shall include the singular; the part includes the whole; the terms "include" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The titles of articles, sections, and subsections in this Agreement are for convenience only and neither limit

nor amplify the provisions of this Agreement, and all references in this Agreement to "Articles," "Sections," and "Exhibits" shall refer to the corresponding Article or Section of or Exhibit to this Agreement, unless otherwise specifically provided.

1.3 No Presumption Against any Party. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties and their counsel and, in the case of any ambiguity or uncertainty, shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

1.4 Exhibits. All Exhibits attached to this Agreement are by reference made a part of this Agreement.

ARTICLE 2 ENGAGEMENT OF MANAGER; MANAGEMENT DUTIES

2.1 Engagement. GCRC hereby appoints and engages Manager to act as the developer and manager of the Project throughout the Operating Term in accordance with the terms of and having the duties set forth in this Agreement. Manager hereby accepts its appointment as the developer and manager of the Project and agrees to develop, supervise, manage, and operate the Project during the Operating Term in accordance with the terms and conditions of this Agreement and in compliance with all applicable federal, Nation, state, and local laws, ordinances, rules, and regulations, including all employment laws and regulations.

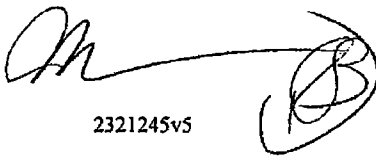
2.2 Prior Construction. Manager has arranged for the design, development and construction of the Project. Manager has been paid in full by the Nation for any and all work related to the design, development and construction of the Project. Manager represents and warrants that the Site and the Project: (a) are suitable for use by the Nation and the general public as a Western Town and as and for the Cabins, (b) was in full compliance with the laws, rules, regulations and ordinances of the Nation and any other applicable authority at the time of completion, and Manager is not aware of any violation thereof as of the Effective Date, and (c) are hereby certified for occupancy. Ownership of the Site, the Project and any and all improvements thereto shall be and remain in the Nation throughout the Operating Term.

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2.3 Management of Project. During the Operating Term, Manager shall manage the Project in accordance with the requirements of this Agreement, with full responsibility and authority to supervise, direct and control the management and operation of the Project, subject in every case to the authority limitations and other restrictions set forth in Section 2.7 and elsewhere in this Agreement and to the requirement that all such actions shall be consistent with the then-effective approved Annual Operating Budget and Annual Capital Budget, such responsibility and authority (as so limited) to include, without limitation, the following:

(a) Manage the Project in manner consistent with the Standards of Operation and the requirements of this Agreement, including, without limitation: (i) providing a minimum of eight (8) horses, each certified by a veterinarian, for use in providing horseback rides to visitors, and (ii) managing the gift shop at the Project, including handling all ordering, inventory and fulfillment;

(b) Schedule, manage and provide, daily Western entertainment, the number and quality of which shall be approved by GCRC;



(c) Meet with Chief Executive Officer of GCRC on a monthly basis (or as otherwise required by GCRC) to discuss the operations of the Western Town and the Cabins and to work on establishing efficient operations, effective cost management and strategies to increase revenues, among such other topics as determined by the parties;

(d) Subject to GCRC's prior written approval, determine, establish, and maintain advertising, public relations and promotional policies appropriate for the Project and all pricing for visits to the Western Town;

(e) Cause all ordinary and necessary repairs and maintenance to be made to the Project and after prior notification and approval by GCRC cause all such other things to be done in or about the Project as shall be necessary to comply with all requirements of governmental Authorities, boards of fire underwriters and other bodies exercising similar functions, provided, however, that (1) repairs the costs of which are properly capitalized shall be made by Manager only to the extent that (i) such costs are included within an Annual Capital Budget that has been approved by the parties, or (ii) emergency conditions require the performance of capitalized repairs in order to prevent damage or injury to persons or property before approval by GCRC of an appropriate modification of the Annual Capital Budget can be reasonably obtained, and (2) GCRC shall have the right to inspect and approve of any and all repairs and maintenance conducted at the Project;

(f) Purchase all Inventories and such other services and merchandise as are necessary for the proper operation of the Project in accordance with the Standards of Operation, to the extent the costs thereof are included within an approved Annual Capital Budget, and arrange for the purchase and installation of Furniture and Equipment (including additions to or replacements of such items) to the extent the costs thereof are included within an approved Annual Capital Budget;

(g) When specifically requested by GCRC, collect all Gross Revenues and Gross Revenues at the Cabins at the point of sale or service and, on a daily basis, after the total amount of Gross Revenues and Gross Revenues for the Cabins for such day have been determined jointly by a representative of Manager and GCRC, such Gross Revenues and Gross Revenues for the Cabins shall be transferred and delivered to GCRC at the Western Town facility. Following transfer of the daily Gross Revenues and Gross Revenues for the Cabins to GCRC as provided above, Manager shall have no further responsibility for security for such daily Gross Revenues and Gross Revenues for the Cabins.

(h) Collect directly from customers any and all federal, Nation, state and municipal excise, sale, transaction privilege, lodging and use taxes imposed on the sales price of any goods or services furnished (collectively, "Sales Taxes"), with such amounts to be handled in the same manner as provided above in Section 2.3(g) for Gross Revenues and Gross Revenues for the Cabins; and provide GCRC with any and all necessary information to prepare any Sales Tax returns;

(i) Within 3 days of receipt of invoices and other documentation that relate to the Project, provide to GCRC copies of all such invoices and other documentation, including all documentation relating to Gross Operating Expenses, Gross Operating Expenses for the Cabins and capital expenditures that need to be paid. All such invoices and other documentation must be sent to GCRC via facsimile within the 3-day period, with copies to also be sent simultaneously by mail or other method of delivery authorized pursuant to Section 15.10. Manager will have all such invoices and other documentation sent directly to GCRC;

(j) Comply with all laws, statutes, regulations and ordinances of all governmental authorities with respect to the management, use and operation of the Project, except that Manager shall be responsible for capital expenditures in connection therewith only as required by the Annual Capital Budget or Article 9;

(k) Bond over or make other adequate provision for the payment of any liens by mechanics, materialmen, suppliers, vendors or others producing labor or services to the Project from work for which GCRC has made funds available in the Operating Account or otherwise; and

(l) Clean and maintain the Project, including the portable restrooms, floors, windows and parking facilities, on a daily basis in order to ensure a clean and sanitary environment.

(m) Western Town shall be operated and available for use by the public throughout the Operating Term at the following times:

(A) Daily, starting each day at: (i) 8:00 AM Arizona time and ending at 6:00 PM Arizona time during the period commencing on April 1 through October 31; and (ii) 9:00 AM Arizona time and ending at 5:00 PM Arizona time during the period commencing on November 1 through March 31; and

(B) At such other times as GCRC and Manager shall mutually agree upon from time to time, as necessary or appropriate to facilitate and encourage visits to Western Town.

(n) The Cabins shall be operated and available for use by the public throughout the Operating Term at such times as GCRC and Manager shall mutually agree upon from time to time, as necessary or appropriate to facilitate and encourage use of the Cabins.

(o) Manager shall require that all vendors must purchase a meal from Grand Canyon West and are not allowed to bring their own meal on the Site.

2.4 Operating Licenses. Manager shall obtain and maintain all licenses and permits required under applicable laws and ordinances in order to operate the Project in accordance with the terms of this Agreement. GCRC agrees to promptly execute and deliver any and all applications, certificates and other documents and information as may be reasonably requested by Manager from time to time for obtaining and maintaining such licenses and permits and to provide such additional assistance and cooperation as may be reasonably requested in connection therewith. Costs incurred in obtaining these licenses and permits and keeping them in full force and effect are considered Gross Operating Expenses or Gross Operating Expenses for the Cabins (if related to the Cabins).

2.5 General Standards of Operation. Manager shall perform its responsibilities and duties hereunder in a manner consistent with the requirements of this Agreement and the Standards of Operation.

2.6 Employees of the Project.

(a) Employment. With the exception of the chief executive officer of Manager and certain other employees as agreed between the parties, all personnel employed from time to time

to render services at and in connection with the Project will be employees of GCRC and not employees of Manager.

(b) Indemnity. Manager shall pay, indemnify, defend, and hold harmless GCRC and its Related Parties for, from and against any and all Claims arising in connection with any claim or other matter asserted by an employee, former employee or potential employee of the Manager who renders services in connection with the Project regarding hiring, discharge, supervision, pay and other employment matters, including, without limitation, any workers' compensation, discrimination and personal injury claims, except that the foregoing indemnity shall not apply to the extent any such Claims arise from the acts of GCRC, its agents, or any of GCRC's Related Parties or are covered by insurance maintained pursuant to this Agreement. Manager shall also pay, indemnify, defend, and hold harmless GCRC and its Related Parties for, from and against any and all Claims arising by reason of any claims of unfair labor practices or otherwise relating to attempts to cause any employees or Manager to join a union or other organized labor organization. This indemnity shall survive the expiration or termination of this Agreement.

2.7 Limitations on Authority. Any other provision of this Agreement to the contrary notwithstanding, unless included within or otherwise contemplated by an approved Annual Operating Budget or Annual Capital Budget, Manager shall not, without GCRC's specific approval in each instance:

(a) Enter into any agreement relating to the Project with any other Person offering or providing tour services similar to those offered or provided by a Tour Operator;

(b) Enter into any lease with respect to any portion of the Project or any license or concession agreement for any portion of the Project;

(c) Contract for or otherwise incur any liability for any single Gross Operating Expense or capital expenditure in excess of \$10,000 unless such item is specifically contained in either an Annual Operating Budget or an Annual Capital Budget, except if emergency conditions require the performance of capitalized repairs in order to prevent damage or injury to persons or property before approval by GCRC of an appropriate modification of the Annual Operating Budget or Annual Capital Budget can be reasonably obtained;

(d) Incur any liability on behalf of GCRC for the purchase of goods, supplies or services from Manager or any of its Affiliates unless the price and terms thereof are competitive with those obtainable from unrelated vendors, or are the subject of competitive bidding, or are regulated by governmental agencies;

(e) Borrow any money on behalf of GCRC (or for GCRC's account) or sell (or agree to sell) any assets of the Project (other than Inventories and other than items of Furniture and Equipment being replaced in the ordinary course of business) that have not been specifically designated for sale in an approved Annual Capital Budget;

(f) Establish credit policies with respect to the operation of the Project or enter into policies and agreements with credit card organizations and travel organizations;

(g) Do any act affecting the Nation's ownership of the Project or the rights of GCRC in the Project;

(h) Do any act obligating GCRC to any third party that is not reasonably related or incidental to the performance of Manager's responsibilities in accordance with the terms and

conditions of this Agreement, including the then effective approved Annual Operating Budget and Annual Capital Budget;

(i) Incur any expense for capital improvements, replacements, or repairs which is properly capitalized and which is not contained in the approved Annual Capital Budget, except to the limited extent permitted by Section 2.3(d);

(j) Set the prices for customers to visit Western Town, or set the prices for customers to use the Cabins and maximum length of stay at the Cabins; or

(k) Do any other act or incur any expenditure that, pursuant to the terms of this Agreement requires the prior consent or approval of GCRC unless and until such consent or approval is first obtained in writing.

2.8 Approval Process. Whenever in this Agreement the consent or approval of a party is required, unless otherwise provided in this Agreement with respect to such matter, the party requesting such approval or consent shall provide the other party with a written request for such approval or consent, providing sufficient detail to allow the other party to adequately and properly evaluate the request. Unless otherwise provided in this Agreement, a party shall not unreasonably withhold, delay, or condition its consent or approval; however, if a party fails to respond to a written request for consent or approval within 20 Business Days of receipt of the request and the detailed explanation, such party shall be deemed to have approved the matter. All disapprovals must be in writing and contain a detailed explanation for such disapproval.

2.9 Negation of Property Interest. The covenants of GCRC and other provisions of this Agreement are not intended (and shall not be construed) to create or grant a leasehold or any other real property interest in favor of Manager with respect to all or any part of the Project, other than a license to use the Project as set forth in this Article 2 for so long as this Agreement remains in effect.

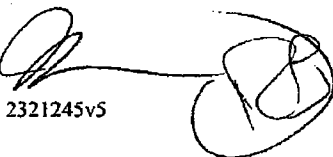
2.10 Performance of Management Services by Subsidiary. From time to time, Manager may provide its management services pursuant to this Agreement through a Qualified Subsidiary; subject in all cases to the following:

(a) Manager shall remain fully liable and obligated for all of the obligations and duties of Manager under this Agreement;

(b) Prior to performing any services under this Agreement, the Qualified Subsidiary shall agree in writing, for the benefit of GCRC and Manager, to be bound by the terms of this Agreement applicable to Manager, as they relate to the services to be performed by such Qualified Subsidiary, and to perform those services in accordance with the terms and conditions of this Agreement;

(c) Manager shall not be entitled to delegate any right to approve or consent to any matter under this Agreement requiring the consent or approval of Manager, and under no circumstances will any consent or approval ever be required from the Qualified Subsidiary;

(d) Manager shall supervise the Qualified Subsidiary in all aspects of the services performed by the Qualified Subsidiary, and Manager agrees to indemnify, defend, and hold GCRC and its Related Parties harmless for, from and against any and all Claims arising out of or resulting from the services performed by the Qualified Subsidiary or the actions of the Qualified

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Subsidiary, to the extent such services or actions are not in compliance with the terms of this Agreement, which indemnity shall survive the expiration or termination of this Agreement; and

(e) Any and all costs that are incurred in connection with the delegation permitted by this Section 2.10 that would not have been incurred but for the delegation, such as fees payable to the Qualified Subsidiary, shall be paid exclusively by Manager promptly when due, and under no circumstances shall such costs be deemed Gross Operating Expenses.

As used in this Section 2.10, a "Qualified Subsidiary" means an entity that is wholly owned by Jim Brown, or a trust in which Jim Brown is the sole trustee, or any combination of the foregoing and in which Jim Brown has primary management responsibility; provided, however, that, up to 10% of the ownership interests in the Qualified Subsidiary may be held by third parties that have been approved in writing by GCRC, such approval not to be unreasonably withheld, delayed, or conditioned.

2.11 Filming and Other Activities to be Referred to GCRC. Manager will not enter into any agreements with third persons pertaining to filming, photography or other recording or capturing of images, sounds or data with respect to or from the vantage point of the Project (whether in the nature of motion picture or television production, creation of streaming video, images or audio for the internet, commercial photography or otherwise, and whether involving images, sounds or other data of the Project or a portion thereof, views of the Grand Canyon or other vistas, or other things). Manager will refer any and all inquiries regarding such images to GCRC. Manager acknowledges that the sights, sounds and other images and things that can be seen or otherwise sensed, experienced, recorded or captured at or from the Project are deemed by the Hualapai Indian Tribe to have cultural and proprietary significance and value, and Manager agrees not to commercially exploit such rights and other images and things or otherwise engage in the filming, photographing, recording or other capturing thereof (or permit others to exploit same or engage in the filming, photographing, recording or other capturing of same). Any agreement entered into in contravention of this Section is void and of no force or effect.

ARTICLE 3

MANAGER'S FEE; DISBURSEMENT TO GCRC

3.1 Amount of Manager's Fee. In consideration of Manager's performance hereunder, GCRC shall pay to Manager a Manager's Fee equal to the following: Commencing on the first day of the Operating Term and ending on the last day of the Operating Term, an amount equal to: (a) the Net Revenue Percentage Amount for each Fiscal Year multiplied by Net Revenues, and (b) Net Revenue Percentage Amount for each Fiscal Year multiplied by Net Revenues for the Cabins.

3.2 Net Revenues; Limitation; Disbursements. No Manager's Fee shall accrue or be payable unless the actual Gross Operating Revenues for a given Fiscal Year exceed the Gross Operating Expenses for that Fiscal Year and Gross Operating Revenues for the Cabins for a given Fiscal Year exceed the Gross Operating Expenses for the Cabins for that Fiscal Year, in each case such that there are no Net Revenues or Net Revenues for the Cabins for such Fiscal Year, except that GCRC will be required to make the minimum monthly Operations Fee (as provided below). If there are Net Revenues or Net Revenues for the Cabins for a given Fiscal Year, as determined by the Annual Operations Statement provided by GCRC for such Fiscal Year, 100% of such Net Revenues or Net Revenues for the Cabins shall be distributed to GCRC as soon as they are determined, but in any event within 60 days following the end of the Fiscal Year to which such Net Revenues or Net Revenues for the Cabins relate.

3.3 Interim Payments. Within 45 days following the end of each calendar month occurring within a particular Fiscal Year, GCRC shall pay to Manager an interim amount equal to 90% of the percentage set forth in Section 3.1 applicable to the fiscal year in which such calendar month occurs of

the excess, if any, of Gross Revenues over Gross Operating Expenses and Gross Revenues for the Cabins over Gross Operating Expenses for the Cabins for such month, as determined by GCRC (each such payment being referred to as an "Interim Payment").

3.4 Annual Reconciliation. Within 60 days following the end of each Fiscal Year for which there are Net Revenues or Net Revenues for the Cabins, GCRC shall pay to Manager an amount equal to the Manager's Fee for such Fiscal Year less the aggregate total of the Interim Payments made to Manager pursuant to Section 3.3 with respect to such Fiscal Year; provided, however, that if the aggregate total of such Interim Payments exceeds the Manager's Fee for such year, then Manager shall pay the excess to GCRC within the 60-day period.

3.5 Operations Fee. GCRC will pay Manager a base operations fee (the "Operations Fee") each month during the Operating Term in an amount equal to \$3,000 per month.

ARTICLE 4 BOOKS AND RECORDS; ACCOUNTING

4.1 Books and Records. GCRC shall keep full and adequate books of account and other records reflecting the results of operation of the Project, all in accordance with generally accepted accounting principles. The books of account and all other records relating to or reflecting the operation of the Project shall be kept at the offices of GCRC and shall be available to Manager and its representatives and its auditors or accountants, at all reasonable times and upon reasonable notice for examination, audit, inspection, copying and transcription. All of such books and records pertaining to the Project at all times shall be the property of GCRC. Within 30 days of Manager's written request and at Manager's expense, GCRC will provide Manager with copies of all books of account and other records of the Project, which are reasonably available and not disposed of in accordance with GCRC's document retention policy. Within 30 days of GCRC's written request and at GCRC's expense, Manager will provide GCRC with copies of all invoices, books of account and other records relating to the construction phase of the Project, which are reasonably available and not disposed of in accordance with Manager's document retention policy. In addition, Manager shall provide GCRC with receipts and invoices related to the construction costs for the Project.

4.2 Accounting.

(a) GCRC shall deliver to Manager within 30 days after the end of each month an interim accounting showing the results of the operation of the Project for such quarter and for the Fiscal Year to date (including a computation of Gross Revenues, Gross Revenues for the Cabins, Gross Operating Expenses and Gross Operating Expenses for the Cabins). Such interim accounting and the annual accounting referred to below shall: (i) be taken from the books and records maintained by GCRC for the Project in the manner hereinafter specified; and (ii) separately state the amount of the Manager's Fee.

(b) Within 60 days after the end of each Fiscal Year, GCRC shall deliver to Manager an unaudited annual income statement and balance sheet for the Project, prepared on an accrual basis, showing Gross Revenues, Gross Revenues for the Cabins, Gross Operating Expenses, Gross Operating Expenses for the Cabins, Net Revenues, Net Revenues for the Cabins, and any other information necessary to make the computations required hereby for such Fiscal Year (collectively, the "Annual Operations Statement").

(c) The annual financial statements for the Project shall be audited by an independent firm of certified public accountants selected by GCRC. If the audit is conducted by

a Qualified Accounting Firm, the cost of the audit shall be included within Gross Operating Expenses and Gross Operating Expenses for the Cabins (and apportioned between Gross Operating Expenses and Gross Operating Expenses for the Cabins on a pro rata basis). Otherwise, the cost of the audit shall be borne by GCRC. The audit shall be conducted in accordance with generally accepted accounting principles. As used in this Agreement, a "Qualified Accounting Firm" is an accounting services firm (i) approved by Manager, or (ii) meeting the following criteria: (A) having offices in at least three states; (B) having a regional or national reputation for high standards of professionalism within the accounting and auditing field; (C) having at least 75 partners or principals; (D) having expertise in the area of auditing within the hospitality industry; and (E) having one or more partners or principals licensed as certified public accountants within the State of Arizona. The parties agree that Moss Adams LLP qualifies as a Qualified Accounting Firm.

4.3 Records Retention. Manager agrees to keep full, complete and proper invoices and records relating to the construction phase of the Project. GCRC agrees to keep full, complete and proper books, records and accounts of Gross Revenues, Gross Revenues for the Cabins, Gross Operating Expenses and Gross Operating Expenses for the Cabins and of capital expenditures as are normally examined and required to be kept by an independent accountant pursuant to accepted auditing standards in performing an audit of the same. All such books, records and accounts for a particular Fiscal Year shall be kept for a period of at least three years following the end of each Fiscal Year.

4.4 Right to Audit. At any time within two years after the end of a Fiscal Year, Manager may cause an audit of the books and records of the Project to be made, at Manager's sole expense and not as a Gross Operating Expense or a Gross Operating Expenses for the Cabins, for the purpose of verifying the accuracy of the Annual Operations Statement for such Fiscal Year and any other computations under this Agreement relating to such Fiscal Year. The audit shall be performed by a certified public accountant selected by Manager, and GCRC agrees to make all records available for the audit at its offices, unless Manager agrees to a different location. If the results of the audit show any discrepancies that would affect amounts paid or payable by Manager under this Agreement, then within 10 days of the completion of the audit and the determination of such discrepancy, Manager and GCRC shall make any necessary adjusting payments between themselves to remedy the discrepancy.

ARTICLE 5 OPERATING BUDGET; OPERATING EXPENSES

5.1 Annual Operating Budget. The "Annual Operating Budget" for each Fiscal Year, commencing with the Fiscal Year in which the Operating Term commences, shall consist of reasonable estimates of Gross Revenues, Gross Revenues for the Cabins, Gross Operating Expenses and Gross Operating Expenses for the Cabins for such Fiscal Year, itemized in a reasonable format, together with the assumptions, in narrative form, forming the basis of such estimates. The Annual Operating Budget shall also include provisions for an operating reserve (the "Operating Reserve"), with the Operating Reserve to be funded as provided in this Agreement; provided, however, that the Operating Reserve shall be consistent with the operating reserves established by GCRC and the Tribe generally. At least 60 days prior to the commencement of each Fiscal Year, commencing with the Fiscal Year in which the Operating Term commences, GCRC shall prepare and submit the Annual Operating Budget for such Fiscal Year to Manager for its review and approval. Once both Manager and GCRC are in agreement on the terms of the Annual Capital Budget for a particular Fiscal Year, Manager shall be authorized to implement such approved Annual Capital Budget. The Annual Operating Budget will include an amount for reimbursement for each meal ticket redeemed at the Western Town, which will be agreed upon by the parties each year during the budget process. In addition, any revenue derived from on-site sales of meal

tickets will be directly recorded as revenue for the Western Town at whatever amount was collected for the meal tickets.

5.2 Payments; Timing; and Penalties. GCRC shall pay all Gross Operating Expenses and Gross Operating Expenses for the Cabins (to the extent consistent with the approved Annual Operating Budget) on or before the date such expenses are due and payable without incurring any additional fees, premiums, interest, or penalties.

5.3 Operations on behalf of GCRC. In performing its duties under this Agreement, Manager shall act solely for the account of GCRC. All debts and liabilities to third persons incurred by Manager in the course of its operation and management of the Project, shall be pursuant to the terms and subject to the limitations of this Agreement, and shall be the debts and liabilities of GCRC only, and Manager shall not be liable for any such obligations by reason of its management, supervision, direction and operation of the Project for GCRC or for any other reason whatsoever. Manager may so inform third parties with whom it deals on behalf of GCRC and may take any other steps to carry out the intent of this provision. The foregoing is not intended to relieve or release Manager from any of its funding obligations pursuant to any provision of this Agreement or from liability for damages or other Claims arising as a result of a default by Manager pursuant to this Agreement.

5.4 Manager's Indirect Costs and Expenses. GCRC shall not bear or otherwise be responsible for Manager's general corporate or administrative costs and expenses, including its central office overhead and the payroll, other employee benefits, out-of-pocket travel expenses, and related costs of Manager's officers and employees who do not perform all of their services at the Project, except that Gross Operating Expenses and Gross Operating Expenses for the Cabins shall include the reasonable compensation and other benefits and payroll costs of any such officer or management employee allocable to temporary emergency periods during which he or she is stationed at the Project and is performing services normally performed by Project employees.

5.5 Warranties and Guaranties. If any item for which Gross Operating Expenses and Gross Operating Expenses for the Cabins are to be incurred shall be made necessary by any condition against the occurrence of which GCRC or Manager has received a guaranty or warranty, then Manager shall invoke said guarantees or warranties in GCRC's or Manager's name and GCRC will cooperate with Manager in the enforcement thereof.

ARTICLE 6 CAPITAL EXPENDITURES

6.1 Annual Capital Budget. The "Annual Capital Budget" for each Fiscal Year shall consist of reasonable estimates of expenditures for any and all capital improvements (including initial purchases of Furniture and Equipment, replacements and repairs with respect to the Project) for such Fiscal Year, itemized in a reasonable format, together with the assumptions, in narrative form, forming the basis of such estimates. The Annual Capital Budget shall also include provisions for appropriate reserves for future capital expenditures, including for replacement of existing capital assets, with such reserves to be funded on an on-going basis, and the amounts so set aside shall be considered capital expenditures in the month in which such funds are to be placed in such reserves; provided, however, that any reserves shall be consistent with the operating reserves established by GCRC and the Tribe generally. At least 60 days prior to the commencement of each Fiscal Year, GCRC shall prepare and submit the Annual Capital Budget for such Fiscal Year to Manager for its review and approval. The Annual Capital Budgets shall be prepared with a view to providing facilities consistent with the requirements of this Agreement, including the Standards of Operation.

**ARTICLE 7
INSURANCE**

7.1 Required Insurance. GCRC shall maintain insurance for the Project based on such policies and in such amounts as determined by GCRC in its sole and absolute discretion. Manager shall throughout the Operating Term provide and maintain for and on behalf of Manager, as a separate expense of Manager insurance for the use of horses at the Western Town and the Cabins.

**ARTICLE 8
TAXES AND UTILITIES**

8.1 Taxes. GCRC shall pay, prior to delinquency, all real estate taxes, all personal property taxes and all betterment assessments levied against the Project or any of its component parts and such amounts shall be charged as Gross Operating Expenses or Gross Operating Expenses for the Cabins as the case may be. Manager shall promptly deliver to GCRC all notices of assessments, valuations and similar documents to be filed by GCRC or which are received from taxing authorities by Manager.

8.2 Utilities. GCRC shall promptly pay all fuel, gas, light, power, water, sewage, garbage disposal, telephone and other utility bills currently as they are incurred in connection with the Project and such amounts shall be charged as Gross Operating Expenses or Gross Operating Expenses as the case may be. Manager shall promptly deliver to GCRC all bills for utilities which are received by Manager.

**ARTICLE 9
DAMAGE OR DESTRUCTION; CONDEMNATION**

9.1 Damage or Destruction.

(a) Reconstruction. If the Project or any portion thereof shall be damaged, destroyed, or rendered unusable at any time or times after the Effective Date by fire, flood, ground subsidence, structural problems, or any other cause (whether insured or uninsured), Manager will, with due diligence, repair, rebuild, or replace the same ("Reconstruction"), utilizing any and all insurance proceeds payable on account of such casualty, so that after such Reconstruction, the Project shall be substantially the same as prior to such damage or destruction and in compliance with all applicable governmental laws or regulations. To the extent that any insurance proceeds payable with respect to the casualty loss are insufficient to complete the Reconstruction, then Manager agrees to pay the additional funds necessary to complete the Reconstruction; provided, however, that the amount of any deductible shall be charged as a Gross Operating Expense and paid from the Operating Account.

(b) Timing. Manager shall commence any Reconstruction required under this Section 9.1 within a reasonable time (not to exceed 60 days) after the occurrence of damage or destruction and shall complete such Reconstruction diligently.

9.2 Condemnation.

(a) Partial Taking. If only a part of the Project shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition or like proceeding by any competent authority ("Taking"), and in the reasonable opinion of GCRC and Manager, the Project can be altered, restored or repaired so as to make it a satisfactory architectural unit, capable of functioning as a first class tourist attraction of similar type and class as prior to the Taking, Manager shall so alter, restore and replace the Project to the extent that the proceeds of such

Taking are sufficient to pay for the costs of same, and such proceeds shall be made available to Manager for such purpose. Such work shall be commenced within 90 days after such proceeds become available to GCRC and shall be diligently pursued to completion.

(b) Total Taking. If in GCRC's reasonable opinion the Project cannot be altered, restored or repaired so as to make it a satisfactory architectural unit, capable of functioning as a first class tourist attraction of similar type and class as prior to the Taking, or if the proceeds of such Taking will not be sufficient to pay for the costs of such alteration, restoration or repair, then either party to this Agreement may terminate this Agreement by written notice delivered to the other party within 90 days after such Taking.

(c) Condemnation Awards. All condemnation awards payable with respect to a taking of all or part of the Project shall belong solely to GCRC (subject to the right of Manager to utilize such proceeds for rebuilding and restoration pursuant to Section 9.2(a)), but Manager shall be entitled to seek compensation with respect to its rights under this Agreement in connection with any such Taking, so long as such compensation does not reduce any award otherwise payable to GCRC.

ARTICLE 10 TERMINATION OF AGREEMENT

10.1 Termination. This Agreement may be terminated prior to the expiration of the Operating Term upon the occurrence of one or more of the following events:

(a) Upon the death or disability of Jim Brown; provided, however, that this provision shall not give rise to the right of GCRC to terminate this Agreement in the event of Jim Brown's death or disability, so long as either Mike Brown or Chris Brown remain in managerial control of Manager, but in the event of Jim Brown's death or disability, if and when Mike Brown or Chris Brown are no longer in managerial control of GCRC, then GCRC shall have the right to terminate this Agreement. As used herein, "disability" shall mean the inability of Jim Brown to perform substantial gainful activity for a period of 90 days.

(b) Upon the occurrence of any Event of Default, at the option of the non-defaulting party, exercised by written notice of termination to the defaulting party given at least 20 days prior to the proposed termination date, if prior to the proposed termination date, the Event of Default remains uncured, with the 20-day termination notice to be in addition to any other notice or cure period provided with respect to such Event of Default.

(c) At the option of Manager exercised by written notice to GCRC in the event of any suspension for a period in excess of 90 days or withdrawal or revocation of any material governmental license or permit required for Manager's performance under this Agreement or the operation of the Project in accordance with the terms hereof, but only if such suspension, withdrawal or revocation is due to circumstances beyond Manager's reasonable control.

(d) Upon the election of a party to terminate this Agreement pursuant to any right of termination otherwise provided in this Agreement.

10.2 Transition Procedures. Within 15 days following the expiration or termination of this Agreement for whatever reason, GCRC and Manager shall do the following (and the provisions of this Section 10.2 shall survive the expiration or termination of this Agreement until they have been fully performed):

(a) Manager shall execute all documents and instruments necessary to transfer (if transferable) to GCRC or its nominee all governmental permits and licenses held by Manager necessary to operate the Project, and all rights under third party warranties on property and services purchased by Manager for the Project.

(b) Manager shall assign to GCRC or its nominee, and GCRC and its nominee (if any) shall assume, all leases and concession agreements in effect with respect to the Project then in Manager's, rather than GCRC's, name.

(c) Manager shall deliver to GCRC all keys, safe combinations, and other property of GCRC then in the possession of Manager's officers, employees and its Affiliates.

(d) Manager shall immediately grant and transfer, by instruments provided by GCRC, any right and interest which Manager might claim in the good will which has arisen from the use prior to the expiration or termination of this Agreement of the Proprietary Marks. Manager acknowledges that it has no right, title or interest in any of GCRC's Proprietary Marks, and Manager agrees that no right or remedy of Manager, nor any other provision of this Agreement, shall confer on Manager or any transferee, assignee, sublicensee or successor of Manager, or any person, firm, or corporation claiming through or by Manager, the right to use any of the Proprietary Marks whether before or after the expiration or termination of this Agreement. GCRC shall have the right to seek injunctive or other relief in a court of competent jurisdiction to enforce the foregoing provisions, and if such enforcement shall be necessary, Manager shall bear all of GCRC's cost, including attorneys' fees, of such enforcement.

(e) Manager shall immediately remit to GCRC from the Operating Account all funds remaining, if any, after payment of all accrued Gross Operating Expenses and Gross Operating Expenses for the Cabins, the Manager's Fee and other amounts due Manager; provided, however, that if the termination is as a result of an Event of Default by Manager, in addition to any other remedies available to GCRC, including the right to collect damages, any unpaid Manager's Fee will no longer be due and payable to Manager.

(f) GCRC may interview and offer employment to any such persons who were performing services at the Project, and Manager shall cooperate with such efforts by GCRC if requested by GCRC.

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

11.1 Defaults. Each of the following shall constitute an "Event of Default" hereunder with respect to a party:

(a) Any failure by such party to pay any amount due and payable pursuant to this Agreement within 30 days following receipt of written notice of such failure given to such party by the other party.

(b) The failure of such party to perform, keep or fulfill any of its other covenants, undertakings or obligations set forth in this Agreement or the material breach of any of its representations or warranties hereunder, if such failure or breach is not cured within 30 days after written notice specifying such failure or breach is received by such party from the non-defaulting party; provided, however, that if such failure or breach is curable but is not reasonably capable of being cured within such period, and such party commences to cure such default during such

period and thereafter prosecutes such cure to completion with all due diligence, then no Event of Default by such party shall exist.

- (c) The Bankruptcy of such party.

11.2 Remedies. Upon the occurrence of an Event of Default by a party, the non-defaulting may pursue any or all of the following:

- (a) Terminate this Agreement as provided in Section 10.1(a);
- (b) Elect to make such payments or take any and all action deemed necessary by the non-defaulting party, in such non-defaulting party's sole and absolute discretion, to cure the default, and all sums expended by the non-defaulting party in connection therewith shall be paid by the defaulting party to the non-defaulting party within ten (10) days of receipt by the defaulting party of an invoice and demand therefor; or
- (c) Pursue any other right or remedy which the non-defaulting party may have at law or in equity.

ARTICLE 12 ASSIGNMENTS; OWNERSHIP CHANGES

12.1 Assignments. Except as otherwise provided in Section 12.2, neither party may assign its interest in this Agreement to any other Person without the prior written consent of the other party, not to be unreasonably withheld. Any attempted assignment without the required prior written consent will be void, will confer no rights upon any third person and will constitute a default under this Agreement.

12.2 Permitted Assignments. Notwithstanding the foregoing, GCRC may assign its interest in this Agreement, without the consent of Manager to an entity that is separately managed but wholly owned, directly or indirectly, by the Nation or by its successor in interest as the owner of the Site. If GCRC makes a permitted assignment pursuant to this Section 12.2, then, any other provision of this Agreement to the contrary notwithstanding, if the assignee gives a permissible notice of termination to Manager under Section 10.1(a) at any time within 30 days following the date of the assignment, whether on account of events or circumstances occurring prior to or subsequent to the assignment, and the notice of termination relates solely to an Event of Default under Section 11.1(b), the 20-day cure period described in Section 10.1(a) shall be 60 days. The foregoing provision shall not effect in any way any notice of termination given prior to the date of the assignment or to any notice of termination given more than 30 days following the date of the assignment.

12.3 Requirements: Release. Each assignment permitted under this Article 12 will be evidenced by an instrument in writing executed by the assignor and assignee. Each assignee will also agree in writing to assume, to be bound by, and to perform the terms, covenants, and conditions of this Agreement to be done, kept, and performed by the assignor. One executed copy of such written instrument will be delivered to the non-assigning party. No such assignment will release the assigning party from such party's obligations under this Agreement unless the non-assigning party agrees in writing to such release, except that in the case of an assignment pursuant to Section 12.2, upon execution by the assignor and assignee of a writing satisfying the assumption requirements of this Section 12.3, the assignor shall be automatically released from any further liability under this Agreement. A non-assigning party's consent to an assignment on one occasion will not be deemed consent to any subsequent assignment.

12.4 Indirect Transfers. Any sale, transfer, encumbrance, or other disposition of a Controlling Interest in a party will be deemed a prohibited assignment of this Agreement under this Article 12, unless the party has complied with the provisions of this Article 12. As used herein, "Controlling Interest" means an interest, the ownership of which empowers the holder to exercise a controlling influence over the management, policies or personnel of a Person. Ownership of 10% or more of the equity or voting securities or interests of a Person or ownership of any general partnership interest in a partnership will be deemed conclusively to constitute a Controlling Interest in the Person or partnership, as the case may be.

**ARTICLE 13
ADDITIONAL COVENANTS**

13.1 Non-Competition Provisions.

(a) Other Competing Businesses of Manager. During the Operating Term and for a period of 10 years after expiration of the Operating Term or its earlier termination for any reason other than by Manager as a result of an Event of Default by GCRC, neither Manager nor any Affiliate of Manager shall operate a Manager Competing Business or have a direct or indirect ownership interest in any Person that operates a Manager Competing Business within the Restricted Area. The provisions of this Section 13.1(b) shall survive the expiration or termination of this Agreement.

(b) Competing Business by GCRC. During the Operating Term, neither GCRC nor any Affiliate of GCRC, including the Nation, shall operate a GCRC Competing Business or have a direct or indirect ownership interest in any Person that operates a GCRC Competing Business.

(c) Certain Definitions. As used in this Section 13.1:

(i) "GCRC Competing Business" means any business similar to the Project at the rim of the Grand Canyon;

(ii) "Manager Competing Business" means any business enterprise that is similar to or would otherwise be competitive with any business at any time owned by the Nation or its Affiliates, including all businesses currently operating at Grand Canyon West; and

(iii) "Restricted Area" means and includes the Hualapai Reservation, the Havasupai Reservation, Grand Canyon National Park, and any privately-owned land located within 50 miles of the borders of the Hualapai Reservation, the Havasupai Reservation, or Grand Canyon National Park.

**ARTICLE 14
REPRESENTATIONS AND WARRANTIES**

14.1 Representations and Warranties of GCRC. As of the date of execution of this Agreement by GCRC, GCRC warrants and represents to Manager as follows:

(a) Organizational Status. GCRC is a tribally chartered corporation of, and owned by, the Nation, duly organized, validly existing and in good standing under the laws of the Nation and has full power and authority under its organizational documents and from the Nation to enter into and to perform its obligations under this Agreement. The person(s) executing this Agreement on behalf of GCRC have full power and authority to do so and to execute and deliver

every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.

(b) Entity Action. All corporate action on the part of GCRC and the Nation (which is the sole shareholder of GCRC) which is required for the execution, delivery and performance by GCRC of this Agreement has been duly and effectively taken.

14.2 Representations and Warranties of Manager. As of the date of execution of this Agreement by Manager, Manager warrants and represents to GCRC as follows:

(a) Organizational Status. Manager is an Arizona limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona and has full power and authority under its organizational documents to enter into and to perform its obligations under this Agreement. Manager is solely owned and controlled by Jim Brown. The person executing this Agreement on behalf of Manager has full power and authority to do so and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.

(b) Entity Action. All limited liability company action on the part of Manager that is required for the execution, delivery and performance by Manager of this Agreement has been duly and effectively taken.

ARTICLE 15 GENERAL PROVISIONS

15.1 Indemnity. Each party to this Agreement agrees to indemnify the other party and such other party's Related Parties and hold each of them harmless for, from and against all Claims attributable, directly or indirectly, to the breach by such indemnifying party of any obligation hereunder or the inaccuracy of any representation or warranty made by such indemnifying party herein or in any instrument delivered pursuant hereto or in connection with the transactions contemplated hereby; provided, however, that nothing in this Section 15.1 shall constitute a waiver of sovereign immunity, which shall be governed by Section 15.4. This indemnity shall survive the expiration or termination of this Agreement.

15.2 Further Assurances. GCRC and Manager shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

15.3 Successors and Assigns. Subject to the provisions of Article 12, this Agreement shall be binding upon and inure to the benefit of GCRC and Manager and their successors and assigns. The Nation is a designated third-party beneficiary of the provisions of this Agreement intended for its benefit.

15.4 Venue; No Waiver of Sovereign Immunity. The validity, meaning and effect of this Agreement will be determined in accordance with the laws of the Tribe. The venue and jurisdiction for (a) any litigation under this Agreement, and (b) all other civil or criminal matters arising out of the services provided hereunder will be the Hualapai Tribe, Peach Springs, Arizona. Manager consents and agrees to be subject to the civil jurisdiction of the Tribe and the Tribe's Court. Manager agrees that service of pleadings and other documents required to be served may be affected by mail to Manager's address. Manager agrees that no defect in service may be raised if service is effected in the manner provided herein. Manager, will, either in writing or orally, notify its agents, employees, invitees, and

passengers that they consent and become subject to the civil jurisdiction of the Tribe and the Tribe's Court upon entrance to and while remaining on the Hualapai Tribe Reservation. Nothing in this Agreement will be deemed or interpreted to be a waiver of GCRC's or the Hualapai Tribe's immunity from suit, it being acknowledged by Manager that GCRC and the Hualapai Tribe are entitled to sovereign immunity with respect to disputes and other matters arising in connection with this Agreement.

15.5 Amendments. This Agreement may not be modified, amended, surrendered or changed, except by a written instrument executed by GCRC and Manager.

15.6 Inspection Rights. GCRC shall have the right to inspect the Project at any time during the Operating Term to determine compliance by Manager with its obligations under this Agreement and otherwise in connection with the performance by GCRC of its obligations under this Agreement.

15.7 Relationship. In the performance of this Agreement, Manager shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making Manager a partner or joint venturer with GCRC, and each party agrees that it will not make any contrary assertion, contention, claim or counterclaim, in any action, suit or other legal proceedings involving Manager and GCRC.

15.8 Entire Agreement. This Agreement, which includes the attached Exhibits, constitutes the entire agreement between the parties relating to the subject matter hereof, superseding all prior agreements or undertakings, oral or written. Specifically, this Agreement amends and restates the Original Agreement and the Cabins Agreement in their entirety.

15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

15.10 Notices. Notices and other communications required or contemplated by this Agreement shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, (c) overnight express delivery service, or (d) facsimile transmission, addressed or transmitted to the parties at the following addresses or telecopier numbers, or to such other address or telecopier number as a party may designate to the others in a writing delivered in accordance with the provisions of this Section:

TO MANAGER: Jim Brown
[ADDRESS]
Fax No.: [NUMBER]
Telephone No.: [NUMBER]

TO GCRC: Grand Canyon Resort Corporation
887 Highway 66
P.O. Box 538
Peach Springs, AZ 86434
Fax No.: 520-769-2372
Telephone No.: 888-255-9550

with a copy to: _____
Gallagher & Kennedy, P.A.

2575 East Camelback Road
Phoenix, Arizona 85016
Attention: Terence W. Thompson, Esq.
Fax No.: 602-382-8500
Telephone No.: 602-530-8515

All notices and other materials shall be deemed to have been delivered and shall be effective upon the date on which the notice is actually received, if notice is given by personal delivery or by overnight express delivery service, on the third day after mailing if notice is sent through the United States mail, and on the date of transmission if sent by facsimile transmission prior to 2:00 p.m. (local time at point of sending) or the next day if sent after such time.

15.11 Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party will be entitled to recover attorneys' fees in such amount as the arbitrator or arbitration panel may judge reasonable.

15.12 Recording. Manager will not record this Agreement without the prior written consent of GCRC; however, promptly following the execution of this Agreement, the parties will execute and record a memorandum of this Agreement, in form and content reasonably acceptable to the parties.

15.13 Remedies Not Exclusive. The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

15.14 Interest on Unpaid Amounts. Amounts due and owing from a party to the other party under this Agreement shall bear interest from the date due until paid at the Default Rate.

15.15 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 o'clock p.m. (local Arizona time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a day other than a Business Day, the time for performance or taking such action will be extended to the next succeeding day which is a Business Day.

15.16 Waivers. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; *provided, however*, such waiver will in no way excuse the other party from the performance of any of its other obligations under this Agreement.

15.17 Survival. To the extent that this Agreement provides that certain rights are to survive the expiration or termination of this Agreement, the provisions of this **Article 15** shall also survive with respect to such rights.

[Signature blocks appear on the following page.]

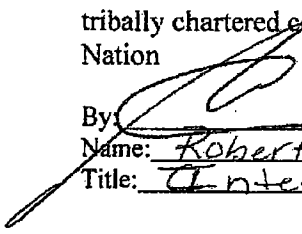
2321245v5

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IN WITNESS WHEREOF, Manager and GCRC, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

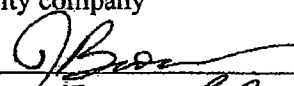
GCRC:

HWAL'BAY BA:J ENTERPRISES, INC., dba
GRAND CANYON RESORT CORPORATION, a
tribally chartered corporation of, and owned by, the
Nation

By: 
Name: Robert Branco Jr.
Title: Interim CEO

MANAGER:

WD AT THE CANYON, LLC, an Arizona limited
liability company

By: 
Name: James Brown
Title: Pres

AGREED AND ACCEPTED AS TO SECTION 15.8:



Jim Brown




EXHIBIT A
DESCRIPTION OF THE SITE

2321245v5

EXHIBIT B
NET REVENUE SCHEDULE

For purposes of the Net Revenue Percentage Amount for Net Revenues Related to Western Town:

<u>Profit Amount</u>	<u>GCRC %</u>	<u>Manager %</u>
\$0 - \$200,000	40%	60%
\$200,001 - \$400,000	60%	40%
\$400,001 - \$600,000	70%	30%
\$600,001 and beyond	80%	20%

For purposes of the Net Revenue Percentage Amount for Net Revenues for the Cabins:

<u>Profit Amount</u>	<u>GCRC %</u>	<u>Manager %</u>
All	65%	35%



EXHIBIT D

Ray Burgan

From: Jim Brown <jbcanyoncreek@aol.com>
Sent: Wednesday, January 30, 2013 2:37 PM
To: Ray Burgan
Subject: Fwd: Jim Brown op-ed
Attachments: 02-10-12_SkyWalk_Vendor_op-ed.doc; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: jbcanyoncreek@aol.com
Date: January 25, 2013, 5:58:52 AM MST
To: lindacanyoncreek@aol.com
Subject: Fwd: Jim Brown op-ed

—Original Message—

From: Dave Cieslak <dave@sandcpr.com>
To: Waylon Honga <waylon_honga@grandcanyonresort.com>
Cc: jbcanyoncreek <jbcanyoncreek@aol.com>
Sent: Mon, Feb 13, 2012 8:23 pm
Subject: RE: Jim Brown op-ed

Thank you, Waylon!

Jim, I'm not sure if you remember me, but I had the pleasure of meeting you last year in Las Vegas. We talked about ways to help the media and general public understand the great relationships you and other partners/vendors have with the Hualapai Tribe.

I've attached an op-ed (newspaper column) for your review and feedback. With your permission, we would attempt to place the op-ed in the Arizona Republic, Las Vegas Review Journal and Kingman Miner. Please let me know if you have any questions or edits.

Looking forward to talking with you soon!

All my best,
Dave

Dave Cieslak
Scutari and Cieslak Public Relations
(480) 278-9990
dave@SandCpr.com
<http://scutariandcieslak.com>

From: Waylon Honga [mailto:waylon_honga@grandcanyonresort.com]
Sent: Monday, February 13, 2012 8:54 AM
To: 'Dave Cieslak'

Cc: jbcanyoncreek@aol.com
Subject: RE: Jim Brown op-ed

jbcanyoncreek@aol.com

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

By Jim Brown

When the Grand Canyon Skywalk opened for the first time five years ago, we all shared in the wonder and pride about this stunning showcase for the 7th Wonder of the World.

I was equally elated for the Hualapai people. For several years, I have enjoyed a mutually beneficial relationship as the owner of the Hualapai Ranch -- one of more than 100 non-tribal vendors that partners with the Hualapai people. We saw in the Skywalk a tremendous opportunity for economic self-determination, something these wonderful people deserve beyond measure.

My partners, fellow vendors, our customers and I have had outstanding relationships with the Hualapais. We know them to be honorable and true to their word. So we were understandably taken aback and disappointed to learn of the recent accusations leveled by Las Vegas Developer David Jin and his army of lawyers regarding their dealings with the tribe.

As entrepreneurs, we understand contractual obligations. We have always abided by ours with the Hualapai tribe, and they have always abided by theirs. It is clear to us that Mr. Jin has not lived up to his basic contractual promises to build not only a Visitors Center, but bathrooms with running water and electricity. The Skywalk has been a success, but its potential remains largely untapped because the property and infrastructure around it remains unfinished.

Would this be too much to ask? We don't think so. The Tribe has been extremely patient and had more than reasonable expectations to see this infrastructure in place by now.

What they have received instead is a public excoriation at the hands of a person they considered a partner. Mr. Jin's has filed two lawsuits and his attorney has deeply insulted the Tribe in multiple media interviews. Their rhetoric and behavior in this matter has been embarrassing and disrespectful.

There is nothing unfair about what the Tribe has decided. They have said that they are willing to provide fair-market compensation for Jin's interest so they can go about completing work that should have been done years ago.

My fellow vendors and I are business owners. From our perspective, the Hualapai have every right to divest themselves from a business relationship where their partner has failed to live up to his end of the bargain. They also have the right to take steps to ensure that this tremendous investment -- which has so much potential -- continues to be a success.

Ray Burgan

From: Jim Brown <jbcanyoncreek@aol.com>
Sent: Wednesday, January 30, 2013 2:38 PM
To: Ray Burgan
Subject: Fwd: Re:
Attachments: Press_release_Feb_2012.doc; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: jbcanyoncreek@aol.com
Date: February 15, 2012, 10:54:53 AM MST
To: dave@sandcpr.com
Cc: waylon_honga@grandcanyonresort.com, jaci_dugan@grandcanyonresort.com
Subject: Re:

Dave,

As per my message, here is a draft that I feel very comfortable in sending and I also feel strongly that in the long run, delivers more impact than a more specific negative Dave Jin campaign.

To me, all the public needs to know is the hundreds of other partners and vendors have had great experiences and that obviously the Tribe does not seek to renig on anyone or any contract unless forced to do so. To continue a negative campaign on our part only plays more into David's hand, that it's personal.

Don't be offended by my thoughts, I respect you do this for a living and am more than open for discussion.

Let me know.

Sincerely,
Jim

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

February 15, 2012

When the Skywalk opened nearly 5 years ago, I as all involved was amazed and extremely proud of this spectacular achievement. The Skywalk development team and Tribal Leaders entered an agreement that created an atmosphere that allowed this remarkable attraction to be developed, in the form of a partnership. I applaud both parties for their vision for the end result has made a major economic impact as well as provided an extremely unique experience for 100's of thousands of visitors throughout the world.

What has happened over the past several months is not only sad but confusing as well. Our company, Western Destinations, first entered negotiations in 2005 with the Hualapai Nation, to create a Western Town and activities to add an additional entertainment component for their guests. We signed what amounted to a management-partnership agreement drafted by the law firm of Snell & Welmer. A year later we extended the scope of our involvement in the form of constructing 26 cabins for overnight accommodations. These contracts are in effect for several more years. When we made the decision to participate our capital investment was well over one million dollars and we did so because in our numerous meetings I had the gut feeling we were dealing with honorable people. This decision came with consistent comments of, "don't do it, you're on Tribal Land, you have no control, they will in the end not honor your agreement."

Let me take this opportunity to tell the World that the Tribe has been an incredible partner, with above reproach integrity and has lived up to every part of our agreements. We are extremely proud of our relationship, and in fact are willing to invest our dollars to expand improvements to the Ranch and construct additional rooms bringing the total from 26 to 60. Don't misunderstand that has in any business relationship each party must live up to what was agreed upon by contract. Let there be no mistake if we chose not to abide by our agreement we would be defaulted out of our contract. What business relationship doesn't adhere to this concept? The Tribe also has well over 100 contracts with vendors that have spent tens of millions of dollars in planes, helicopters, buses, vans, etc., to bring their guests to Grand Canyon West. These vendors are given two year contracts that they rely on price guarantee to make their various companies profitable. I have never heard one of these vendors ever say the Tribe did not honor each and every contract.

I cannot judge as to the right or wrong relating to the specific dispute between the Tribe and Skywalk Developer, I simply do not have enough information. However, it is obvious that it is not a pattern of policy with the Hualapai Tribe but rather a breach within a specific management/partnership agreement. Please do not prejudge this unfortunate dispute as a greedy take over, but rather focus on the facts, that simply state, do what you agreed to and so will The Hualapai Nation.

Sincerely,

Jim Brown
Western Destinations

WD 000099

EXHIBIT E



Hualapai Nation Police Department

Report for 121017-05

Nature: Info Report **Location:** 1A
How Received: Telephone **Agency:** HNPD
Address: Grand Canyon West
PEACH SPRINGS AZ 86434

Offense Codes: INFO, ANPR, AOOF, CMSV
Responsible Officer: McDermott, J **Disposition:** CLO 10/17/12
When Reported: 08:17:39 10/17/12 **Occurred Between:** 08:17:39 10/17/12 and 08:17:39 10/17/12

Offense Codes

Reported: (INFO) Information Report **Observed:** ANPR Animal Problem
Additional Offense: INFO Information Report
Additional Offense: ANPR Animal Problem
Additional Offense: AOOF ALL OTHER OFFENSES
Additional Offense: CMSV Community Service

Circumstances

AOTH Animal, Other
DAY Day (6 a.m. - 6 p.m.)
LT25 Other or Unknown Location

Responding Officers: **Unit :**
McDermott, J N12

Last Radio Log: **:**:** **/**/**
When Reported: 08:17:39 10/17/12
Code Enforcement

Clearance: CRO(Cleared Responding Officer)
Disposition: CLO **Date:** 10/17/12
Occurred between: 08:17:39 10/17/12

Status:
Misc Entry: M. Williams

and: 08:17:39 10/17/12

Modus Operandi: **Description :** **Method :**
Time of Day Preferred Time of Day Early Morning
Day of Week Preferred Day of Week Saturday

Involvements

Date	Type	Description	
10/17/12	Name	McDermott, John	Complainant

10/17/12	Name	Stoud, Joseph E	involved
10/17/12	Name	Talieje, Craig Anthony	involved
10/17/12	Cad Call	08:17:39 10/17/12 Info Report	Initiating Call

09/11/13
0537
Good Morning,
As Requested here
is a copy of the
Report
[Circular Stamp]
Chief of Police
Hualapai Nation PD

Name Involvements:

Complainant : 591

Last: McDermott **First:** John **Mid:**
Address: 103 EAGLE ST
PEACH SPRINGS, AZ 86434
DOB: **/**/** **Dr Lic:** **Phone:** () -
Height: ' " **Weight:** 0 **Hair:** **Eyes:** **Race:** **Sex:** **Age:** 0
involved : 2451

Last: Stoud **First:** Joseph **Mid:** E
Address: 435 E TUSAYAN DR
MEADVIEW, AZ 86444
DOB: 07/10/82 **Dr Lic:** D00857725 **Phone:** () -
Height: 5'07" **Weight:** 190 **Hair:** BRO **Eyes:** BLU **Race:** **Sex:** M **Age:** 30
involved : 2452

Last: Talieje **First:** Craig **Mid:** Anthony
Address: 603 N 3rd St
KINGMAN, AZ 86401
DOB: 01/23/83 **Dr Lic:** D00822423 **Phone:** () -
Height: 6'01" **Weight:** 360 **Hair:** BLK **Eyes:** BLK **Race:** **Sex:** M **Age:** 29

Narrative**Officer: McDermott, J - 1495****Page 1 of Narrative**

NARRATIVE: Information Report

On 09-22-12 at approximately 0930 hours, I was contacted at the EMS dorm at the Grand Canyon West property by Mr. Craig Talieje, a security officer with the Grand Canyon West facility. Mr. Talieje informed me that the ranch personnel needed me to contact them at the ranch in order to put down a horse that was injured. I told him to tell them that I would be on the way shortly and I got dressed and responded to the ranch.

Upon my arrival at the ranch, I made contact with Mr. Joe Stroud, who was the ranch representative at the scene. There were several other ranch personnel on scene as well. I asked Mr. Stroud what had happened to the horse, which I could see was a large tan colored draft horse. Mr. Stroud told me that the horse suffered from a hip disorder and that one of her back legs kept coming out of the socket. He told me that the ranch had a veterinarian respond to the ranch and the vet. had put the leg joint back into place at that time. However the vet told them that the horse's hip joint was severely degraded and that they would have to make a decision from several choices. They could have a hip replacement done on the horse, an extremely expensive operation that would not guarantee the horse would be as she was before. They could keep having the vet come out and put the horse's leg back into the degraded socket, also an expensive proposition. The third option was that they put the horse down.

Mr. Stroud told me that the entire staff of the ranch had made the decision to put the horse down, and he had called security and asked for me to respond to put the horse down and out of it's misery.

I could see that the horse was in pain, it was breathing heavily and would continuously try to get it's feet and would fall over in the attempt. Mr. Stroud told me that this had been going on for several hours and that some of the staff had been up with the horse most of the night, since the horse's leg had come out of it's socket again during the night. He said that the consensus of the ranch staff was to put the horse down. Mr. Stroud told me that the administrative staff of the ranch was also aware and in concurrence with this decision. Mr. Stroud asked me to shoot the horse.

I made sure that the staff and all other personnel were in a safe position for me to shoot the horse. I then realized that there were other horses behind this horse in an open pen and I had the ranch personnel move these horses to a place where they were out of danger as well. I then contacted the security office and had them stop traffic on Diamond Bar Rd. at the maintenance rd. entrance and at the Buck and Doe Rd. intersection. When the intersections were closed and all vehicular traffic was through on both sides, I moved into position and fired a round from my AR-15 rifle into the top of the horses skull. I used this weapon because I did not know the physiology of the horse and wanted to ensure immediate penetration of the skull.

The horse did not immediately pass away and in fact began to react by moving it's extremities violently and lifting it's head. I believed the the single shot

Narrative Continued

Officer: McDermott, J - 1495

Page 2 of Narrative

was sufficient and that it would just take several minutes for the horse to pass away, however some of the ranch personnel asked me to make a second shot to ensure that horse was killed and put out it's misery. I had not released traffic yet and all personnel and stock were still in safe positions, so I placed another round into the horses skull. This time the horse reacted by laying down and was still. Right after this, the horse stopped breathing and I believed that it was dead.

Mr. Stroud had a tractor with a tow strap attached to it and he used this to lift the horse immediately into a trailer to remove it from the property and out of sight of the guests. The horse and trailer was quickly driven from the property by another of the ranch personnel.

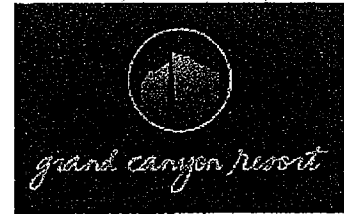
I returned to the dorm and got ready to start my actual assigned shift period at 0900. I had no further involvement in this incident.

DISPOSITION:

Non enforcement.

EXHIBIT F

December 13, 2012



Jim Brown
WD at the Canyon
21424 North 7th Ave.
Suite 12
Phoenix, AZ 85027

RE: Notice of Events of Default and Termination

Dear Mr. Brown:

The purpose of this letter is to inform you that WD At the Canyon, LLC ("Manager") has failed to fulfill all of its obligations under the Amended and Restated Management Agreement ("Agreement") with Hwal'bayBa:j Enterprises, Inc. (dba Grand Canyon Resort Corporation) ("Corporation") and is therefore, in Default of its obligations as set forth in the Agreement.

Specifically, Manager has failed to fulfill or keep several covenants, undertakings or obligations set forth in the Agreement, including the Manager's duty to: (i) "cause all ordinary and necessary repairs and maintenance to be made to the Project" (Article 2, Section 2.3(e)); (ii) clean and maintain the Project (Article 2, Section 2.3(I)); and (iii) reconstruct portions of the Project that have been damaged, destroyed, or rendered unusable by structural problems or any other cause (Article 9, Section 9.1(a)). Please see enclosed Exhibit A, which describes all issues that must be addressed immediately.

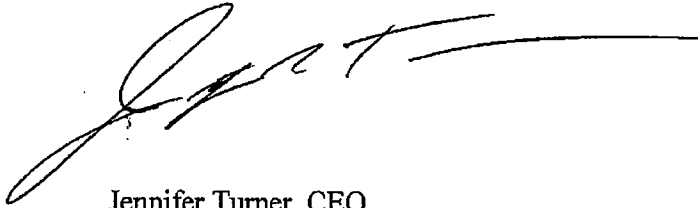
Furthermore, Manager is also in breach of its representations and warranties contained in the Agreement, including those contained in Article 2, Section 2.2 of the Agreement. The Corporation, in consultation with other qualified professionals has determined that the Project, as constructed by the Manager, is not suitable for use by the Hualapai Indian Tribe or the general public. As you are aware, use of the facilities by the Tribe and the general public is the very purpose for which the project was constructed. In addition, the Project, as constructed and maintained by the Manager is not in full compliance with applicable laws, rules, regulations and ordinances of the Tribe. Please see enclosed Exhibit A.

Pursuant to Article 11, Section 11.1(b), this letter serves as written notice of the above described breaches, which, separately and together, constitute Events of Default. In accordance with the terms of the Agreement, the Manager has thirty days or until January 12, 2013 to cure the Events of Default. If the Events of Default are not cured by that date, the Corporation shall terminate the Agreement on February 1, 2013, in accordance with its rights under Article 10 of the Agreement.

Grand Canyon Resort Corporation, P O Box 359, 16500 Hwy 66, Peach Springs, Arizona 86434

The Corporation looks forward to your prompt response to these issues. If you have any questions regarding the nature or contents of this letter please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Turner', with a long horizontal line extending to the right.

Jennifer Turner, CEO
Grand Canyon Resort Corporation

c: Derrick Penney, Board Chairman

December 13, 2012

EXHIBIT - A Immediate Action Required

The following list of required immediate actions will need to follow Hualapai Tribe laws inclusive of Tribal Environmental Review Code (TERC).

These include:

The U.S. Department of the Interior –B.I.A. land use under lease agreements

Hualapai building codes - I.C.C.-09 all inclusive.

U.S.I.H.S. health and safety rules and regulations.

It will be required that in order to follow the proper process per Hualapai Tribal Law that the “Manager” submit a complete work plan to be reviewed and approved by the Hualapai Tribe Enterprises, Grand Canyon Resort Corporation. A detailed Safety Plan will also be required. Compliance with Tribal Employment Rights Ordinance (TERO) is also required.

Any and all procedures for immediate action will require a comprehensive report from a certified expert in that field.

A certified Chief Building official will be required for the review of all work done to correct deficiencies.

In addition, a veterinary doctor must review animal care and management, as it pertains to tourism activities.

Upon substantial review by certified inspectors, engineers, veterinary personnel and report of Immediate Action Required, a follow up report will be required that would provide the, design, repair, mitigation, and prevention of issues listed in the Immediate Action Required with equally certified companies including Architects with L.E.E.D. certification. All applicable Hualapai Tribal permits will be required.

Immediate Action Required:

Structural repairs to buildings following previous listed requirements:

1. All primary structures, including:
 - a. Cafeteria eating area -kitchen building, accompanying storage rooms, restrooms. Roof structure, roof material, insulation, electrical, plumbing, mechanical, foundation, mold removal, remediation and repair, drywall repair, paint, and handicap access.
 - b. Offices, souvenir area, storage areas and restrooms - structure roofing material, insulation, plumbing, mechanical, foundation, mold removal, drywall repair, paint, remediation and repair, and handicap access.
 - c. All awnings, overhangs, ramadas, porches and walk decks - foundations, header, joist, rafter, missing connectors, galvanized nails, wood sealant or paint, foundation, and handicap access.
 - d. Kitchen compliance - venting, mechanical, fire protection-suppression equipment, approved appliances, plumbing, electrical, and handicap access.
 - e. Housing for employees and entertainers - fire egress, exit signs, fire equipment, handicap access, electrical, plumbing, electrical, mechanical, roof material, mold removal, remediation and repair.
 - f. The barn has been condemned by a building official and engineer. This is from original design and build. Immediate Action Required.
 - g. Cabins and lodging - foundation, awnings, porches, fire protection, signage, handicap access, mold removal, remediation, repair, and V.O.C. materials analysis.
2. The grounds that have no storm water prevention plan per U.S.E.P.A. Compliance for storm water runoff prevention needs to be provided. This includes a complete comprehensive plan for whole property - including animal waste, storage and disposal.
3. Utilities and Infrastructure:
 - a. Electrical panels wired incorrectly, size mounted incorrectly, exposed wires, conduit not buried throughout housing area and other buildings.
 - b. The sewer system that is required is nonexistent. Sewer lines are exposed throughout area, as well as lines that are leaking. The sewage holding tanks do not meet code.
 - c. Water lines are leaking; there is mold at these locations, as well as under buildings. Mold removal, remediation, and repair are required.
4. Site activity plan that includes an engineered site plan is needed:
 - a. Layout of all existing buildings.
 - b. Fire suppression equipment layout and fire protection safety plan.

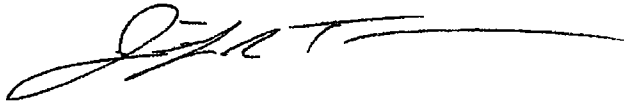
- c. Drainage and storm water runoff prevention and retention.
- d. A comprehensive traffic plan – including pedestrian crossings and parking for both employees and tourists is needed.
- e. A Lighting plan taking into account energy efficiency is needed.

Other Items Needed:

1. Provide a current 2013 comprehensive Business Plan and Operation Plan. Including all proposed budgets, operations, maintenance, expansion, advertising initiatives.
2. Provide your plan for expansion and business growth. An architectural rendering in color on a 30"x 40" story board presentation style is needed. Site layouts, building profiles, and a comprehensive budget should be included. This is required for presentation to G.C.R.C. Board of Directors and Tribal Council.

In conclusion, please be attentive to the time line for completion of this Immediate Action Required.

Respectfully submitted,



Jennifer R. Turner

Grand Canyon Resort Corporation

Chief Executive Officer

EXHIBIT G

WD AT THE CANYON, LLC
21424 North 7th Avenue
Suite 12
Phoenix, Arizona 85027

December 31, 2012

**VIA CERTIFIED U.S. MAIL AND
FACSIMILE AT (928) 769-2372**

Jennifer Turner
CEO
Grand Canyon Resort Corporation
16500 Highway 66
P.O. Box 359
Peach Springs, Arizona 86434

RE: Alleged Notice of Events of Default and Termination

Dear Ms. Turner,

The purpose of this letter is to respond to your letter dated December 13, 2012, where Grand Canyon Resort Corporation ("GCRC") alleges that WD at the Canyon (Grand Canyon West), LLC ("Manager") has not fulfilled certain obligations under the Amended and Restated Management Agreement (the "Agreement") effective January 1, 2010. In short, the Manager disagrees with all the allegations and conclusions set forth in your letter, and requests a meeting with GCRC and the Hualapai Tribal Council as soon as possible in an effort to amicably resolve any potential issues concerning the parties' relationship.

Specifically, your letter alleges that the Manager has breached Section 2.2 of the Agreement, as it relates to the suitability of the Project for use by the Tribe and the general public as a Western Town and as Cabins. As you should know, this Project was built and approved by GCRC and the Council pursuant to the Development and Management Agreement dated in March 2005. Pursuant to the Initial Agreement, the Manager's budget was only \$500,000, and built to the standards and specifications then-set forth by GCRC. In turn, the representation you cite that is set forth in Section 2.2 of the Agreement is a representation only as of the date of the Agreement – January 1, 2010. Indeed, the Council (acting as the GCRC Board) approved the Agreement. As of such date, the Project was deemed by the Council to be fit for this particular purpose. As such, the Manager has not, and did not, breach this representation.

Your letter further alleges certain breaches by the Manager as they relate to the Manager's duties set forth in Section 2.3 of the Agreement. As you should know, I personally have attempted to communicate with GCRC and its representatives numerous times over the past twelve months in an effort to ensure the needs and requirements of GCRC and the Western Town

WD 000159

are met. However, my efforts have been met with nothing more than a lack of response by GCRC. Perhaps more importantly, as you should know, any responsibilities of the Manager are limited by the express requirement of Section 2.3 of the Agreement that "all such actions shall be consistent with the ten-effective approved Annual Operating Budget and Annual Capital Budget." Because GCRC has yet to deliver a budget to the Manager for approval (see Section 5.1 of the Agreement), it is impossible for the Manager to continue its duties set forth in Section 2.3 – including those provisions that you allege have been breached.

In addition, your letter asserts that the Manager has breached Section 9.1(a) of the Agreement concerning reconstruction obligations. Indeed, your letter is the first and only detailed information and notice the Manager has received concerning these alleged issues. The Manager has no knowledge whether or not any insurance proceeds are available to make the alleged repairs, and further – as discussed above – the Manager has no knowledge of budgetary constraints related to such repairs. Further, as set forth in Section 9.1(b), the Manager's only obligation is to "commence any Reconstruction required under [Section 9.1(a)] within a reasonable time (not to exceed 60 days)." As such, the Manager is ready, willing, and able to commence any required Reconstruction within the applicable time frame – once the required Reconstruction and issues related thereto have been determined to reasonable finality.

Further, with regard to the other breaches mentioned above and as set forth in your letter, Section 11.1(b) of the Agreement provides "that if such failure or breach is curable but is not reasonably capable of being cured within such [30 day] period, and such party commences to cure such default during such [30 day] period and thereafter prosecutes such cure to completion with all due diligence, then no Event of Default by such party shall exist." As with the allegations concerning Section 9.1(a), the Manager is ready, willing and able to commence to cure any failures of breaches within the applicable time frame – gain, once the required failures and/or breaches and issues related thereto have been determined to reasonable finality. As previously mentioned, it is impossible for the Manager to continue its obligations set forth in the Agreement without a proposed budget from GCRC and approval of the same by the Manager, and as such it is impossible for the Manager to cure any alleged defaults of Section 2.3 within 30 days. However, as a sign of good faith and fair dealing, the Manager is willing to continue its obligations into 2013 based on historical operations of the Project, but the cooperation of GCRC is not only needed, but in fact required.

In short, the Manager disagrees with all the allegations and conclusions set forth in your letter. Without question, any attempted termination of the Agreement by GCRC would not only be premature, but invalid and in breach of the express terms of the Agreement. The Manger hereby requests a meeting with GCRC and the Hualapai Tribal Council as soon as possible in an effort to amicably resolve any potential issues concerning the parties' relationship. I genuinely believe the current officers of GCRC and the Hualapai Tribal Council will benefit from assessing the current status of the relationship by revisiting the history of the parties' transactions together, and by revisiting the mutually beneficial objectives agreed in 2005 and 2010. Please make no mistake: the Manager prefers to resolve the alleged issues set forth in your letter – and any other issues concerning the Project – amicably and to the mutual satisfaction of all parties. In light of the efforts the Tribe has had to expend and the issues the Tribe has experienced related to the current West Rim (Skywalk) litigation, an amicable solution is in the best interest of all parties.

However, in the event the parties cannot reach an amicable resolution, the Manager will vigorously defend its position and seek any and all rights and remedies available to it. With that said and historically, I (along with other representatives of the Manager) have been able to work with numerous officers of GCRC (interim and otherwise) over the years, and I have no reason to believe that together we cannot resolve any perceived problems. The Manager is willing to proceed with its obligations under the Agreement with good faith and in fair dealing, and expects only the same from GCRC and the Hualapai Tribal Council.

I look forward to your prompt response and continued cooperation. Please notify me as soon as possible with proposed meeting dates, including a written agenda and proposed budget for 2013.

Sincerely,

Jim Brown

cc: Hualapai Nation Tribal Council
Derrick Penney, GCRC Board Chairman

EXHIBIT H



May 16, 2013

Dear Chairwoman Counts,

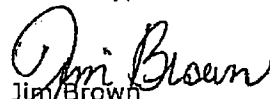
My name is Jim Brown, formally of the Hualapai Ranch. I read your article in the Arizona Republic yesterday and feel strongly in your belief "that had you been Chairwoman when the contract dispute erupted, you could have talked through it with Jin and resolved it without getting the courts involved." Had the leadership at the time had this wisdom, everyone involved would have been better off.

I am reaching out to you for a meeting to discuss the issues surrounding our contract being, in effect, canceled 5 years early. Our attorneys have had our lawsuit ready to file for well over a month, but I have held off hoping that someone with your foresight would at least "try and talk our way through this." I do feel terribly betrayed especially since it was the Tribal Council that requested and approved (see copy of Council minutes) merging the two existing contracts into one new contract in 2010. Not one word of dissatisfaction on any construction or management issues was even mentioned. The fact of the matter is why would the Council give us a new contract if we were in default?

Council woman Counts, I do realize that under normal circumstances this would be a Board issue, however in this case the contract under dispute was negotiated and approved by the Council. Maybe even a selected group could meet with me, what's the risk? We may as well all sit at one table and create a win win result instead of the alternative.

Look forward to hearing from you.

Sincerely,


Jim Brown



June 6, 2013

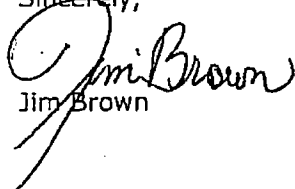
Dear Chairwoman Counts,

I'm enclosing my brief letter written and sent May 16, 2013 and have been anxiously awaiting your reply considering your public position to include dialog prior to litigation. I am hopeful that somehow you did not receive this correspondence, since I haven't received any response to date. I am resending it through a different avenue with the Tribal fax number with a request to share my thoughts with the entire Council.

I know these are trying times for all, but no matter what relationship we humans experience with each other, nothing beats communication.

Look forward to hearing from you.

Sincerely,



Jim Brown



October 9, 2013

To the honorable Chairwoman Sherry Counts of the Hualapai Tribal Council as well as Chairwoman Carrie Imus Chairwoman of the GCRC Board:

I am reaching out to you one last time before litigation is filed against the Tribe regarding the conspiracy that led to our contract being terminated with no just cause, five years early.

As I have stated in previous correspondence, I wish the Hualapai People nothing but the best and do not want a very public piece of litigation to further tarnish the Tribal reputation.

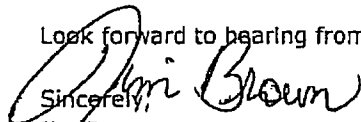
All I have requested as you know Chairwoman Counts, from my previous two correspondences, (which are attached) is an opportunity for a meeting to discuss a possible alternative solution rather than the path that has been so destructive relating to the various David Jin issues

We have been very aggressive in taking sworn affidavits that without question will ultimately lead any court to conclude in fact, a conspiracy did exist and our termination was without just cause.

I see no benefit for either the Tribe or our company for lengthy and expensive litigation even though from a legal perspective our case could warrant triple damages.

I do not seek anything other than what's owed or perhaps negotiated but make no mistake, without a swift response as to a meeting; we are prepared to go the long haul with two sets of attorneys willing to aggressively pursue our legal remedies.

Look forward to hearing from either or both of you.


Sincerely,
Jim Brown



December 2, 2013

Open Letter to the Hualapai Tribal Council, GCRC Board, and Hualapai People:

My company, WD at the Canyon, LLC, has been a trusted partner of the Hualapai Tribe since Tribal members reached out to me to invest in the development of Grand Canyon West in 2004. Because I truly believed in the vision of Tribal leaders (and indeed, the Tribe as a whole), I invested significant funds to build a Western Town and lodging, now referred to as the Hualapai Ranch. Pursuant to contracts between my company and the Tribally-chartered company Grand Canyon Resort Corporation ("GCRC"), we also successfully managed the Hualapai Ranch, providing top notch service, comfortable lodging at Grand Canyon West, and a "Western Experience" for visitors (including horseback riding, western entertainment, and dining options).

Since 2006, we continually and cooperatively worked with the Tribe to expand and improve accommodations at Grand Canyon West, including investing money to build the cabins at the Hualapai Ranch. Our contract with GCRC runs until 2017, and we routinely demonstrated our willingness to invest further with the Tribe and make improvements to the Hualapai Ranch. In fact, I personally gave a full presentation to the GCRC Board regarding expansion plans, including architectural drawings showing an increase in cabins, relocation of the existing barn, construction of a new restaurant, and installation of a new septic system (which I agreed to install even though the Tribe is responsible for utilities). The Board flat out ignored my proposals, and at the end of last year, GCRC illegally and unilaterally terminated our contract five years early without cause. I have been working diligently since then to try to repair the business relationship and resolve this dispute amicably without resorting to litigation.

I am reaching out to Tribal members as a whole because my attempts to speak with Tribal and GCRC leadership, including Chairwoman Sherry Counts, GCRC CEO Jennifer Turner, and GCRC Chairwoman Carrie Imus, have been met with nothing but silence. I have documented proof; in the form of letters, faxes, and e-mails (available upon request) of the countless times I extended the offer to meet in person to attempt to resolve the current dispute. I want to be absolutely clear: I do not wish to initiate litigation. I prefer to meet directly with Tribal leadership, without attorneys or PR representatives, to amicably resolve the current dispute.

As I stated repeatedly in previous correspondence to Tribal leaders, I genuinely wish the Hualapai people nothing but the best. In my opinion, the Skywalk lawsuit casts the Tribe in a very negative light. Many members of the public (and legislature) suspect that the Tribe now wields its sovereign status as a tool to intentionally escape its contractual obligations and to seize the profits generated through ventures with non-Tribal partners. If I am forced to file a public lawsuit, these beliefs will be confirmed, further damaging the Tribe's reputation and making future business dealings much more difficult. It is due to my respect for the Hualapai that I once again offer an opportunity to resolve this dispute without negative publicity or expensive litigation.

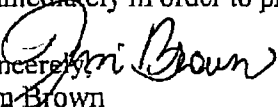
I believed that Chairwoman Counts shared my vision, as she told the Arizona Republic that had she been involved when the Skywalk contract dispute first erupted, she would have attempted to talk it through with David Jin without getting the courts involved. So far, despite my several attempts to do exactly what she proposed in hindsight of the Skywalk litigation, Tribal leadership refuses to meet and attempt to resolve this dispute without getting attorneys, negative PR campaigns, or courts involved.

It is clear that former members of the Tribal Council and certain members of the GCRC Board conspired to manufacture "events of default" in order to deny our company the benefits of our contractual bargain. I also know that the same people spread false rumors about the nature of our contract with GCRC, including the blatantly false allegation that GCRC paid for all costs and expenses at the Hualapai Ranch while our company sat back and collected a share of all profits. The truth is contained in the contract (also available upon request): in addition to investing significant funds to build the Hualapai Ranch, our company successfully managed the Ranch, and all costs and expenses for the Hualapai Ranch were split 50/50 between our company and GCRC. I've personally explained this fact to the Tribal Council and GCRC Board, yet certain Tribal members insist on perpetuating an outright lie.

I am not unreasonable and am not interested in taking the same path to litigation as the Skywalk litigants. However, if we must litigate, we have evidence, including sworn affidavits and testimony of former GCRC employees and executives, clearly demonstrating that a conspiracy existed to remove WD at the Canyon, LLC without cause. I see no benefit for either the Tribe or our company for lengthy and expensive litigation, even though from a legal perspective our case potentially warrants millions of dollars in damages.

I know that these select conspirators do not represent the Tribe as a whole. Indeed, the recent recall election confirms as much. The great Hualapai visionaries that made the decisions that led to the magnificent Skywalk and Hualapai Ranch made specific promises to me and I believed those promises. I've kept my promises and now humbly ask the Hualapai people to contact the Tribal Council and/or GCRC Board and urge them to deal with me honorably and reverse the destructive path created by the poor decisions of a few individuals that so tarnished the Tribe's reputation.

Please know that damaging the Tribe is not my goal. I would greatly prefer to negotiate an amicable resolution, but stand ready to protect my rights in court if necessary. I am confident that if we can get in a room, we can resolve this issue in one-days time. I just need the opportunity before I am procedurally compelled to file by the end of year. My sincere wish is to be part of a success story and positive press release regarding the Hualapai. A real opportunity exists to turn the tide of negative publicity by showing a willingness to deal honorably with a trusted partner at GCW. Please contact your leadership and ask them to meet with me immediately in order to properly resolve the matter.

Sincerely,

Jim Brown
WD at the Canyon, LLC