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8 **IN THE HUALAPAI TRIBAL COURT**
HUALAPAI RESERVATION, STATE OF ARIZONA

9 WD AT THE CANYON, LLC, an Arizona) **Case No. 2014-CV-005**
10 limited liability company, JAMES R.)
11 BROWN, a married man,) **RESPONDENTS' SUPPLEMENTARY**
12) **BRIEF AND DISCLOSURE FOR ORAL**
Plaintiffs,) **ARGUMENT ON RESPONDENTS'**
13 vs.) **MOTION TO DISMISS FOR LACK OF**
14) **SUBJECT MATTER JURISDICTION**
15 HWAL'BAY BA:J ENTERPRISES, INC.,)
16 d.b.a. GRAND CANYON RESORT)
CORPORATION, ET AL.,)
17 Respondents.)

18 At the Court's direction, Specially Appearing Respondents Hwal'bay Ba:j Enterprises,
19 Inc. (d.b.a. Grand Canyon Resort Corporation), (hereinafter "GCRC") a wholly-owned economic
20 enterprise of the Hualapai Indian Tribe (hereinafter "Tribe"); individual members or former
21 members of GCRC's Board of Directors (hereinafter the "Board"); and Jennifer Turner, GCRC's
22 Chief Executive Officer (hereinafter "Turner") (collectively "Respondents") hereby submit their
23 Supplemental Brief and Disclosure Statement for oral argument on Respondents' Motion to
24 Dismiss for Lack of Subject Matter Jurisdiction to be held on November 5, 2014.

25 **I. INTRODUCTION**

26 As the Court made clear during the telephonic Status Hearing on October 9, 2014, the
27 purpose of the scheduled oral argument on Respondents' Motion to Dismiss is to address the law
28 surrounding the precise issue of what effect the Development and Management Agreement, of

1 January 1, 2010, between the parties, (the "Superseding Agreement") (attached hereto as Exhibit
2 "A") has on Respondents' immunity from unconsented suit. As the Court acknowledged, the
3 Court's ability to resolve the issues related to sovereign immunity is based overwhelmingly in
4 the law and not in fact. This is true because Hualapai Law makes abundantly clear that
5 Respondents enjoy sovereign immunity from unconsented suit. Thus, pursuant to the controlling
6 legal analysis of the Hualapai Courts, the only evidence this Court need consider to resolve this
7 critical preliminary jurisdictional issue is evidence which would prove an unequivocally express
8 waiver of Respondents' immunity. No such evidence exists. Any evidence introduced by
9 Plaintiffs cannot and will not meet the straightforward and highly important hurdle established
10 by Hualapai Law.

11 Hualapai Law makes abundantly clear that Plaintiffs must offer proof of an unequivocally
12 express waiver of immunity to satisfy their burden and to establish this Court's jurisdiction.
13 Since the inception of this action, Plaintiffs have offered no evidence of any such waiver by
14 Respondents, which would allow their action. Instead, Plaintiffs argue for some form of implied
15 waiver or interpreted waiver by misconstruing inapplicable statements, and citing inapplicable
16 and non-precedential law. It is clear the Superseding Agreement supplanted entirely the previous
17 agreements between the parties, and shoddy evidence of alleged oral statements purportedly
18 regarding a waiver cannot satisfy the Plaintiffs' burden.

19 The only evidence this Court need consider is the only valid and existing agreement
20 between GCRC and Plaintiff WD At the Canyon, LLC ("WD"), which explicitly reaffirms
21 Respondents' immunity from suit and further establishes that Respondents did not waive
22 sovereign immunity to allow Plaintiffs' action. This evidence has been offered to the Court by
23 all parties to this proceeding. This evidence, taken along with Hualapai Law that clearly resolves
24 this issue, proves no waiver exists and that this Court lacks jurisdiction over Respondents. This
25 Court need to consider any other evidence whether in the form of testimony, conjecture, or
26 otherwise. Upon consideration of this evidence offered by both parties, this Court will have no
27 other logical option than to dismiss Plaintiffs' action in its entirety.

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II. LEGAL ARGUMENT

Respondents incorporate herein all arguments previously advanced in Respondents' Memorandum in Support of the Motion to Dismiss, Reply to Plaintiffs' Opposition to Respondents' Motion to Dismiss, and all other arguments written or otherwise before this Court. The aforementioned arguments and the arguments below all make abundantly clear Respondents' intact sovereign immunity requires that this case be dismissed.

A. No Express Waiver of the Tribe's or Respondents' Sovereign Immunity Exists to Allow Plaintiffs' Action.

GCRC, a subordinate entity of the Hualapai Tribe, is immune from unconsented suit. *Hwal'bay Ba:j Enterprises, Inc. v. Beattie*, No. 2008-AP-007 (Hualapai Apr. 2, 2009) at ¶ 33, ¶ 39 ("...the Tribal Council created the Tribal Corporations as Tribal entities possessing sovereign immunity."); *Bravo v. Ingram, et al.*, Case No. 2012-CV-06, (Order RE: Motion to Dismiss, Aug. 18, 2014). GCRC's tribally-derived and reaffirmed immunity covers members of GCRC's Board of Directors and all Officers, including all Respondents. *Beattie* at ¶ 29, ¶ 39; *Bravo* at 3. Plaintiffs bear the burden of proof in asserting this Court's jurisdiction by establishing an unequivocally express waiver of Respondents' sovereign immunity. *Beattie* at ¶ 31 ("Once a Tribe's sovereign immunity is established, the burden is upon the plaintiff/petitioner to prove it has been waived."); *Bravo* at 3. As set forth above, such a waiver must be unequivocally express and cannot be implied. *Beattie* at ¶ 31. No waiver of Respondents' sovereign immunity exists to allow Plaintiffs' action. Plaintiffs will never be able to satisfy this burden.

i. The Superseding Agreement Supplanted Entirely the Previous Agreements Amongst the Parties and Makes Explicit No Waiver Exists.

Not surprisingly, Plaintiffs' arguments are void of any reference to the plain text of the Superseding Agreement, which controls the resolution of this issue, and provides that no waiver of Respondents' immunity exists in Plaintiffs' favor. Plaintiff Brown and GCRC mutually negotiated the Superseding Agreement, in order to amend and restate **in their entirety** the previous two agreements amongst the parties, the "Original Agreement" and the "Cabins Agreement." *Superseding Agreement* at Section 15.8. The parties' intent is clear on the face of

1 that Agreement, which explicitly establishes:

2 This Agreement...constitutes the entire agreement between the parties relating to
3 the subject matter hereof, **superseding all prior agreements or undertakings,**
4 **oral or written. Specifically, this Agreement amends and restates the**
Original Agreement and the Cabins Agreement in their entirety.

5 *Id.* (emphasis added).

6 Furthermore, the Superseding Agreement's signature page includes an explicit
7 acknowledgement and signature by Plaintiffs regarding the above integration clause. *See*
8 *Superseding Agreement* at 25. In other words, this integration clause was not snuck past
9 Plaintiffs in the text of a lengthy agreement. The Superseding Agreement, which Plaintiffs
10 concede is a valid contract, is the only Agreement between the Parties, as made explicit by its
11 terms. *See Plaintiffs' Amended and Verified Complaint* at ¶ 207 ("The Amended Agreement is a
12 valid and enforceable contract."). Thus, the parties cannot be bound by any other verbal
13 statements relating to sovereign immunity or otherwise, purportedly offered before or made
14 during negotiation of the Agreement. This is true in the context of simple contract interpretation
15 and also because Hualapai Law clearly establishes the complex and thorough process of how a
16 waiver may be granted by GCRC. *See Article XI, GCRC's SECOND AMENDED AND RESTATED*
17 *PLAN OF OPERATION*. The entire purpose of a written contract is to prevent just what Plaintiffs
18 attempt – to later argue a different understanding of the relationship completely contrary to the
19 written words of the contract.

20 The integration clause contained in the Superseding Agreement directly resolves the
21 Court's specific inquiry regarding the effect provisions of previous agreements amongst the
22 parties may have on the current issue of whether a waiver of Respondents' sovereign immunity
23 exists. The answer is simple, no waiver exists. Therefore, although a previous agreement
24 amongst the parties may have contained a waiver of sovereign immunity, that provision has no
25 relevance to this resolution of this issue as it was explicitly eviscerated and supplanted by the
26 provisions of the Superseding Agreement, which clearly provides that no waiver exists. *See e.g.,*
27 *Restatement (Second) of Contracts* § 213(1)-(2) (1981) ("A binding integrated agreement
28 discharges prior agreements to the extent that it is inconsistent with them [and] to the extent that

1 they are within its scope.").

2 Moreover, and contrary to the specious arguments and evidence offered by Plaintiffs, the
3 Superseding Agreement explicitly provides that GCRC did not waive its sovereign immunity to
4 allow Plaintiffs' action. Specifically, the Superseding Agreement, which was mutually
5 negotiated and executed by Plaintiffs and Respondent GCRC, clearly states:

6 "Nothing in this Agreement will be deemed or interpreted to be a waiver of
7 GCRC's or the Hualapai Tribe's immunity from suit, **it being acknowledged by**
8 **[Plaintiff WD] that GCRC and the Hualapai Tribe are entitled to sovereign**
9 **immunity** with respect to disputes and other matters arising in connection with
this Agreement."

10 *Section 15.4* (emphasis added). Thus, the Superseding Agreement is clear and unambiguous, no
11 waiver exists. All other arguments advanced by Plaintiffs, which require interpretation and
12 inference, or reference to oral statements not contained in the written terms of the fully integrated
13 agreement must fail. Moreover, these provisions are all the information the Court needs to
14 dispose of this issue and to dismiss Plaintiffs' action. No further evidence is necessary.

15 **ii. Verbal Statements Purportedly Made by GCRC Representatives Cannot**
16 **Constitute an Express Waiver of Respondents' Sovereign Immunity.**

17 Hualapai Courts have never recognized statements by individual officials or officers as
18 waiving the Tribe's or Respondents' immunity. *See Beattie* at ¶ 33 ("The Tribe's sovereign
19 immunity may only be waived by express Tribal Council action, or as stated in the
20 Constitution."). Indeed, the United States Supreme Court has recognized that allowing
21 individual officials to waive sovereign immunity would effectively eviscerate the legal doctrine.
22 *See United States v. United States Fidelity and Guaranty Co.* 309 U.S. 506, 513 (1940) ("this
23 immunity cannot be waived by officials. If the contrary were true, it would subject the [Tribe] to
24 suit in any court in the discretion of its responsible officers. This is not permissible.").

25 Accordingly, individual officials do not have the authority to waive a sovereign's
26 immunity. *Id.* In essence, Plaintiffs are asking this Court to allow a verbal statement made by an
27 individual to waive the Respondents' sovereign immunity, something the courts have
28 unanimously and unequivocally rejected.

1 In addition, Plaintiffs ask the Court to depart from the settled law although Plaintiffs were
2 fully aware of the doctrine of sovereign immunity and executed an unambiguous, clear
3 agreement. Plaintiffs explicitly acknowledged upon execution that the Superseding Agreement
4 was a fully integrated agreement constituting the *entire agreement* with GCRC, and superseding
5 all other agreements, oral or written. *Superseding Agreement* at Section 15.8. The Superseding
6 Agreement makes clear no waiver exists. Plaintiffs now argue that oral statements of certain
7 individuals, including individuals who were not party to the Superseding Agreement, establish an
8 express waiver of GCRC's sovereign immunity. *See Plaintiff's Opposition to Respondents'*
9 *Motion to Dismiss* at 15-17. Basic and fundamental principles of contract law dictate that
10 Plaintiffs' argument must fail and that such evidence cannot be used to contradict the very
11 explicit written terms of the Superseding Agreement. *Restatement (Second) of Contracts* §
12 213(1)-(2). Such a result would be in direct contradiction to the written terms of the fully
13 integrated agreement entered by the Parties and well-established Hualapai Law dictating how a
14 waiver may be granted by GCRC.

15 Any action regarding GCRC's immunity can have no force unless and until a waiver is
16 ratified by the Tribal Council. GCRC's corporate governing documents, which were duly
17 enacted by the Hualapai Tribal Council, mandate that any waiver of sovereign immunity "shall
18 be in the form of a resolution duly adopted by the Board" and only with "the prior written
19 consent of the Tribal Council." Article XI, SECOND AMENDED AND RESTATED PLAN OF
20 OPERATION. Thus, waivers cannot be simply handed out or affected through verbal statements.
21 Moreover, GCRC's governing documents require that the written scope of any waiver must
22 specifically **identify all of the following**: (i) the party for whose benefit the waiver is granted;
23 (ii) the agreement to which the waiver pertains; (iii) the claim or type of claim for which the
24 waiver is granted; (iv) the property which may be subject to execution to satisfy any judgment;
25 and (v) the court, arbitration panel or other tribunal in which the suit or other proceeding may be
26 brought. Thus, in order for Plaintiffs to successfully prove an unequivocally express waiver of
27 immunity, they would need to produce evidence to the Court of a duly-enacted Tribal resolution
28 and/or a GCRC Board of Directors resolution authorizing or affecting a waiver in these

1 circumstances and in accordance with the requirements above. Plaintiffs have not provided such
2 evidence because it does not exist. Put another way, even a written waiver would not suffice to
3 waive GCRC's immunity until ratified by Tribal Council through the appropriate process
4 described above. Any other evidence of a waiver will always be insufficient and will never rise
5 to the level of an unequivocally express waiver. Consequently, any verbal statement is simply
6 not enough to affect the GCRC's immunity.

7 In the present case, Plaintiffs allege at least one of Respondents' representatives made
8 statements to Plaintiffs promising that GCRC would not claim sovereign immunity in the event
9 of a dispute arising from the Superseding Agreement. *Plaintiffs' Amended and Verified*
10 *Complaint* at ¶¶ 60-62. In support of such claims Plaintiffs will likely seek to introduce evidence
11 at oral argument of such statements. However, such alleged statements would be contrary to the
12 explicit terms of the Superseding Agreement, and they would not and could not rise to the level
13 of an unequivocally express waiver of sovereign immunity to allow Plaintiffs' suit. Such
14 testimony could never satisfy Plaintiffs' burden.

15 **iii. Because Sovereign Immunity is Jurisdictional, Equitable Principles Do**
16 **Not Apply. But, Even If Such Principles Did Apply, Plaintiffs Could Not**
17 **Have Reasonably Relied On Any Statements Made by GCRC Officers.**

18 Implicit in Plaintiffs argument is that an individual's oral statements somehow bound
19 GCRC to an implicit waiver because of the apparent authority of such individual. However, as
20 noted above, an individual officer or official does not have the authority to waive GCRC's
21 immunity. In addition, because sovereign immunity is a jurisdictional issue, equitable principles
22 such as apparent authority, are not relevant to its application: "Indian sovereignty, like that of
23 other sovereigns, is not a discretionary principle subject to the vagaries of the commercial
24 bargaining process or the equities of a given situation." *Pan Am. Co. v. Sycuan Band of Mission*
25 *Indians*, 884 F.2d 416, 419 (9th Cir. 1989). For example, a Federal District Court in Southern
26 California denied a motion for a Temporary Restraining Order where the plaintiff produced a
27 lease signed by the defendant's Chairperson and which contained an explicit waiver. *ERTC,*
28 *LLC, v. Los Coyotes Band of Cahuilla and Capeno Indians*, 2011 U.S. Dist. LEXIS 125224

1 (S.D. Cal. 2011). In that case, despite plaintiff's arguments regarding the apparent authority of
2 the tribal Chairperson, the court denied the motion because the Tribe had enacted an ordinance
3 requiring that the tribal council approve any waiver and no evidence of such approval existed.
4 Consequently, equitable doctrines are simply not applicable where a clear process for waiving a
5 sovereign's immunity has not been followed.

6 The United States Supreme Court has stated that while the application of sovereign
7 immunity may at times seem unfair, courts must defer to Congress or the legislature regarding
8 abrogation of immunity. *See Kiowa v. Manufacturing Tech.* 523 U.S. 751, 758 (1998).
9 Fortunately, the circumstances in the present case are in no way unfair to Plaintiffs. In the
10 present case, Plaintiffs executed a binding contract that contained an affirmation of GCRC's
11 sovereign immunity as well as an integration clause establishing that all prior agreements, verbal
12 or otherwise, were no longer applicable. Plaintiffs and their managers are business people who
13 possess the requisite knowledge of contracts to understand that verbal statements by an officer
14 would not suffice to contradict the clear, unambiguous language of a contract. Consequently,
15 even if sovereign immunity was not a jurisdictional bar, Plaintiffs' reliance on any statement by
16 an officer of GCRC cannot be characterized as reasonable.

17 Plaintiffs have offered a single affidavit as evidence of statements purportedly made by
18 GCRC's representatives regarding a waiver of sovereign immunity. Plaintiffs assert the affidavit
19 supports the allegation that "GCRC representatives expressly promised that GCRC would not
20 claim sovereign immunity in the event of a dispute." *Plaintiffs' Amended and Verified*
21 *Complaint* at ¶¶ 60-62. However, the affidavit Plaintiffs offer as proof only provides that upon
22 execution of the Superseding Agreement "[Plaintiff] Brown was verbally assured that the
23 contract would be honored in its entirety." *Affidavit of Robert Bravo* at ¶ 8. Plaintiffs'
24 mischaracterization of the sworn statements should be of concern to the Court. More important,
25 no portion of the Affidavit directly states or supports Plaintiffs' argument that Respondents
26 provided a blanket waiver to Plaintiffs for any and all claims in perpetuity. In essence, Plaintiffs
27 are asking the Court to accept that it was reasonable for Plaintiffs to believe that a general
28 statement by an unauthorized officer regarding performance of the agreement (which GCRC

1 did perform for several years) was meant to be regarded as a perpetual and specific waiver of
2 GCRC's sovereign immunity in direct contravention to the written agreement. This strains all
3 notions of what is reasonable. Consequently, Plaintiffs could not reasonably rely on such
4 statements given Plaintiffs' business expertise and the clear, unambiguous, language of the
5 Superseding Agreement.

6 The foregoing directly resolves the Court's specific inquiry regarding what effect oral
7 statements purportedly made by GCRC's representatives or others, regarding Respondents'
8 sovereign immunity actually have on that immunity. The answer is simple, such statements
9 cannot and do not amount to an unequivocally express waiver of Respondents' sovereign
10 immunity. Such statements could never result in this Court exercising jurisdiction over
11 Respondents in this action. Consequently, there is no need for the Court to hear or consider such
12 statements. Any evidence or testimony regarding such statements should be barred or limited.

13 **B. No Blanket Waiver of the Individual Respondents' Immunity Exists to Allow**
14 **this Court Jurisdiction over Respondents.**

15 In accordance with the Hualapai Constitution, GCRC's officers and directors acting
16 within the **scope of their duties or authority** are immune from suit. *Article XVI* (emphasis
17 added). The Hualapai Court of Appeals confirmed this fact on multiple occasions. *Beattie* at 29;
18 *Mukeche* at 24. This fact is further affirmed by the Tribal Council through GCRC's duly enacted
19 governing documents. See Article XI, Sec 11.1, SECOND AMENDED AND RESTATED PLAN OF
20 OPERATION ("directors, officers...while acting in the [*sic*] official capacities are immune from
21 suit."). Hualapai Law is well settled in this regard.

22 As set forth above, **all that is required** under Hualapai Law is that an official act within
23 the scope of the official's duties. GCRC's Director's powers and duties are set forth in GCRC's
24 Plan of Operation at Article V. As set forth in that document, GCRC's Directors are generally
25 charged with broad oversight of the Corporation and are responsible for the management and
26 operation of GCRC's facilities as well as entering contracts to that end, as directors generally are.
27 GCRC's Officers are similarly charged to oversee operation of the Corporation, at the direction
28 of the Directors. BYLAWS of GCRC, Article VI. Thus, it was precisely the duty of the

1 individual Respondents to investigate and consider facts related to the Superseding Agreement
2 and GCRC's contractual relationship with Plaintiffs, in order to act in the best interests of GCRC.

3 Plaintiffs have failed to demonstrate how Respondents' action within the terms of
4 Superseding Agreement and in accordance with direction from the Tribal Council, as
5 memorialized in the governing documents discussed above, constitutes action outside the scope
6 of their duties. Indeed, allowing Plaintiffs to circumvent sovereign immunity by simply naming
7 individual Respondents for actions they clearly took as a Board and on behalf of GCRC, in
8 accordance with their official duties, would destroy sovereign immunity and the very purposes
9 for it, including: protecting a sovereign's right to be free from the crippling interference of
10 litigation; and protecting tribal officials from intimidation, harassment and the threat of lawsuits
11 when conducting tribal business. *Beattie* at ¶¶ 23, 29.

12 Plaintiffs do not cite a single Hualapai decision as basis for ignoring director and officer
13 immunity, but instead cite case law from non-controlling jurisdictions. In essence, Plaintiffs are
14 attempting to create additional requirements for director and officer immunity that are not set
15 forth or even implied in the Hualapai Constitution. However, this Court is bound to apply
16 Hualapai Law where Hualapai Law resolves the issue. This is precisely such a case. Hualapai
17 Law is clear, Respondents, as GCRC's directors and officers, are immune from suit.
18 Consequently, Plaintiffs claims against individual Respondents must be dismissed.

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1 **III. RESPONDENTS' EVIDENCE FOR ORAL ARGUMENT**

2 As Respondents' sound legal arguments are based squarely in controlling Hualapai Law
3 and the Superseding Agreement between the parties, Respondents will utilize at oral argument
4 all written evidence previously submitted to the Court through Respondents' Motion to Dismiss,
5 Respondents' Reply to Plaintiffs' Opposition to the Motion to Dismiss and all related pleadings
6 or filings. Such evidence will include at a minimum, the following:

- 7 1. The Constitution of the Hualapai Indian Tribe
- 8 2. The Amended and Restated Development and Management Agreement
- 9 3. Federal Charter of Incorporation for the Grand Canyon Resort Corporation
- 10 4. Second Amended and Restated Plan of Operation of Grand Canyon Resort Corporation
- 11 5. Bylaws of Hwal'Bay Ba;j Enterprises, Inc. d/b/a Grand Canyon Resort Corporation
- 12 6. Any documents or evidence submitted by Plaintiffs

13
14 **IV. CONCLUSION**

15 Well-settled Hualapai Law affirms that Respondents enjoy sovereign immunity from
16 unconsented suit and that any waiver of that immunity must be unequivocally express and cannot
17 be implied. A waiver cannot be inferred. The only valid agreement between the Parties, which
18 they mutually negotiated, reduced to writing, and executed, clearly states that Respondents did
19 not waive their sovereign immunity to allow Plaintiffs' action. Plaintiffs have not proven and
20 cannot prove an express waiver of Respondents' sovereign immunity. The Superseding
21 Agreement supplanted entirely the previous agreement between the parties and shoddy evidence
22 of alleged oral statements purportedly regarding a waiver cannot satisfy the Plaintiffs' burden.
23 Hualapai Law makes clear this Court has no jurisdiction over Respondents absent an
24 unequivocal and express waiver of immunity. No such waiver exists. This case must be
25 dismissed with prejudice. Accordingly, Plaintiffs' Amended and Verified Complaint should be
26 dismissed for lack of subject matter jurisdiction.

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V. RELIEF REQUESTED

Based on the foregoing, we respectfully request that this court dismiss Plaintiffs' Amended and Verified Complaint with prejudice.

Respectfully submitted on October 22, 2014.

KEWENVOYOUMA LAW, PLLC

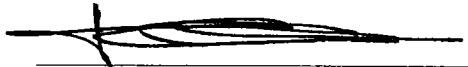


Jason M. Croxton
Verrin T. Kewenvoyouma
Attorneys for Specially Appearing Respondent

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3 **CERTIFICATE OF SERVICE**

4 I hereby certify that a true and accurate copy of the foregoing RESPONDENTS'
5 SUPPLEMENTARY BRIEF AND DISCLOSURE FOR ORAL ARGUMENT ON
6 RESPONDENTS' MOTION TO DISMISS FOR LACK OF SUBJECT MATTER
7 JURISDICTION was mailed via first-class mail on October 22, 2014 to:

8 Ali J. Farhang
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FEDERAL CHARTER OF INCORPORATION

**ISSUED BY THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

TO THE

HUALAPAI INDIAN TRIBE

FOR THE

**GRAND CANYON RESORT CORPORATION
A Federally Chartered Corporation**

ARTICLE I -- Name.

The name of the Corporation is Grand Canyon Resort Corporation.

ARTICLE II -- Principal Office and Registered Office.

A. **Principal Office.** The principal office of the Corporation shall be located within the Hualapai Indian Reservation, Mohave County, State of Arizona. The Corporation may have such other offices, either within or without the Hualapai Indian Reservation, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

B. **Registered Office.** The registered office of the Corporation required to be maintained by any state in which the Corporation shall transact business may be, but need not be, identical with the principal place of business of the Corporation within that state, and the registered office may be changed from time to time by the Board of Directors.

ARTICLE III -- Authority for Charter.

The Corporation is organized, incorporated and chartered under the laws of the United States as a Federally Chartered Corporation under 25 U.S.C. § 477, as amended, and shall have the powers, privileges and immunities granted by that statute embodied in this Charter.

ARTICLE IV -- Status of Corporation.

A. The Corporation is a legal entity wholly owned by the Hualapai Indian Tribe ("Tribe"), a federally recognized Indian tribe, but distinct and separate from the Tribe. The activities, transactions, obligations, liabilities and property of the Corporation are not those of the Hualapai Indian Tribe.

B. The Corporation shall have the same tax status and immunities under federal law as the Hualapai Indian Tribe.

ARTICLE V -- Ownership of the Corporation.

A. The aggregate number of shares which the Corporation shall have authority to issue is 200,000 shares. The shares shall be of one class only and shall have no par value.

B. All shares in the Corporation shall be owned by the Hualapai Indian Tribe for the benefit of the Tribe and its recognized members. No individual or legal entity other than the Tribe shall acquire any shares in the Corporation.

C. The Tribe's shares in the Corporation shall not be sold, transferred, pledged or hypothecated, voluntarily or involuntarily, without the prior written consent of the Hualapai Tribal Council and the approval of the Secretary of the Interior.

D. All rights of the shareholder of the Corporation shall be exercised by the Hualapai Tribal Council, in accordance with this Charter and applicable tribal law.

ARTICLE VI -- Period of Duration.

The period of the Corporation's duration is perpetual, or until this Charter is revoked or surrendered by Act of Congress, pursuant to 25 U.S.C. § 477, as amended.

ARTICLE VII -- Corporate Purposes.

The purposes for which the Corporation is organized are:

A. To own, hold, rent, contract for any activity or service, lease, develop, manage, encumber, improve, exchange, collect rents, and conduct a general resort and related hospitality business for the benefit of the Tribe on tribal land leased to the Corporation by the Hualapai Indian Tribe that will complement and coordinate with the Tribe's existing tourism business at Grand Canyon West, which is managed by the tribal enterprise, Hwal'Bay BA:j Enterprises, Inc.

B. To provide job opportunities for members of the Tribe on or near the Hualapai Indian Reservation which would utilize the talents of the members and provide adequate incomes on a long-term basis.

C. To provide for the efficient and effective utilization of the resources of tribal land leased to the Corporation in a manner which protects the long-term interests of the Tribe and which provides an income to the Tribe from the utilization of those resources.

ARTICLE VIII -- Corporate Powers.

The Corporation is authorized:

A. To engage in any lawful business permitted to a corporation organized under 25 U.S.C. § 477, as amended.

B. To have a corporate seal which may be altered at the discretion of the Board of Directors, subject to the approval of the Tribal Council acting as the shareholder's representative.

C. To buy, sell, lease and otherwise acquire and maintain buildings, offices, shops and other appurtenances proper and necessary for the carrying on of said business.

D. To carry on its business either within or without the Hualapai Indian Reservation, provided that all activities are determined by the Tribal Council acting as the shareholder's representative to be in the best interest of the Tribe as evidenced by the approval of the Corporation's business plans by the Tribal Council.

E. Upon prior approval of the Tribal Council acting as representative of the shareholder, to guarantee, purchase, hold, assign, mortgage, pledge or otherwise dispose of capital stock of, or any bonds, securities or other evidences of indebtedness created by any other corporation or organization that is in existence under the laws of the United States, any state, Indian tribe, nation, government or country, and to exercise all the rights, privileges and powers of ownership.

F. To enter into and make contracts of every kind and nature with any person, firm, association, corporation, municipality, nation, Indian tribe, state or body politic, without the approval of the Hualapai Indian Tribe or the Secretary of the Interior, except when the use of trust or federally-restricted Indian property requires such approval.

G. To purchase, take by gift or bequest, acquire, own, develop, lease, manage, operate, deal in and dispose of real and personal property of all kinds and descriptions, wherever situated.

H. Subject to the limitations imposed by Article V of this Charter, to incur debts and raise, borrow and secure the payment of any money in any lawful manner, including the issue and sale or other disposal of stocks, bonds, indentures, obligations, negotiable and transferrable instruments and evidence of indebtedness of all kinds, whether secured by mortgage, pledge, deed of trust or otherwise, without the approval of the Tribe or the Secretary of the Interior, except when the use of trust or federally-restricted Indian property requires such approval.

I. To apply for, obtain, register, purchase, lease or otherwise acquire, own, hold, use, operate and introduce, and to sell, assign or otherwise dispose of any trademark, trade name, patent, invention, improvements and processes used in connection with or secured under letters patent, and to use, exercise, develop, grant and give licenses in respect thereto.

J. To apply for, purchase or acquire by assignment, transfer or otherwise, and to exercise, carry out and enjoy any license, power, authority, franchise, concession, right or privilege which any government or authority or any corporation or other public body may be empowered to enact, make, or grant, and, subject to the limitations imposed by Article V of this Charter, to pay for and to appropriate any of the Corporation's assets to defray the necessary costs, charges and expenses thereof.

K. To sue and be sued in its corporate name to the extent provided in Article XVI of this Charter.

L. To employ or appoint employees, attorneys and agents of the Corporation and define their duties and fix their compensation.

M. To lend money for its corporate purposes, invest and reinvest its funds and take and hold real and personal property as security for the payment of funds so loaned and invested.

N. To sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its corporate property or assets to the extent permitted by Article IX(F) of this Charter; provided that, the Corporation has no authority to sell, mortgage, or lease for a period of time exceeding twenty-five (25) years, any trust or restricted lands included within the Hualapai Indian Tribe's Indian country.

O. To adopt bylaws for the regulation of the internal affairs of the Corporation consistent with this Charter and the laws and regulations of the Tribe, provided that, such bylaws and any amendments are approved by the Tribal Council acting as the representative of the shareholder. Copies of the bylaws and any amendments thereto shall be provided to Tribal Council as the representative of the shareholder.

P. To pay pensions and establish pension plans, pension trusts, profit-sharing plans, and other incentive plans for any or all of its Directors, officers and employees.

Q. To obtain a certificate of authority to transact business in the State of Arizona or any other state as a foreign corporation, and to comply with applicable state law governing foreign corporations.

R. To have and exercise all lawful powers incidental, necessary or convenient to effect any or all of the purposes for which the Corporation is organized.

ARTICLE IX -- Limitations on Corporate Powers.

The Corporation shall have no power:

A. To expressly or by implication enter into any agreement of any kind on behalf of the Hualapai Indian Tribe.

B. To pledge the credit of the Hualapai Indian Tribe.

C. To dispose of, pledge, or otherwise encumber real or personal property of the Hualapai Indian Tribe.

D. To waive any right, privilege or immunity of, or release any obligation owed to, the Hualapai Indian Tribe.

E. To enter into any sublease or other encumbrance or instrument respecting lands leased to the Corporation by the Hualapai Indian Tribe without the express written approval of the Hualapai Tribal Council.

F. To sell, lease, exchange or otherwise dispose of all or substantially all of the Corporation's assets, other than in the usual and regular course of its business, without the prior written consent of the Tribal Council acting as the shareholder's representative. Prior to any such proposed sale or disposition, the Corporation shall give reasonable notice to the Hualapai Tribal Council. The shareholder's consent to any such proposed sale or disposition shall be in the form of a resolution of the Tribal Council acting as the shareholder's representative, duly adopted in accordance with applicable tribal law.

ARTICLE X -- Shareholder Action.

A. Regular Meetings. Regular meetings of the shareholder shall be held twice annually, as scheduled by the Tribal Council acting as the representative of the shareholder, but no later than the 30th day of January and the 30th day of July of each year for the purpose of electing Directors, approving the Corporation's annual business plan and budget, and the transaction of any other corporate business that may come before said meeting. If the election of Directors shall not be held on the date scheduled for any regular meeting of the shareholder, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Tribal Council acting as the representative of the shareholder as soon thereafter as is convenient.

The Board Chair or the Board Vice-Chair, in Board Chair's absence, shall preside over the shareholder's meetings.

B. Special Meetings. Special meetings of the Tribal Council acting as the representative of the shareholder, for any purpose or purposes, unless otherwise prescribed by applicable law, may be called by the Tribal Council acting as the representative of the shareholder, or by a majority of the Directors. Special meetings shall require written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. Such notice shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally

the second highest number of votes shall fill the second open position and so forth until all the positions are filled.

D. Term of Office. The Directors shall be elected for terms of three (3) years. However, the terms of the initial Board shall vary as follows in order to maintain continuity and achieve staggered elections and terms of office: Board Chair – four (4) years; Board Vice-Chair – three (3) years; of the five remaining Board members, the Tribal Council shall designate two members to serve an initial term of three (3) years each and three members to serve an initial term of two (2) years each.

E. Initial Board of Directors. The Initial Board of Directors of the Corporation shall be elected by the Tribal Council acting as the shareholder's representative upon ratification of this Charter by the Tribal Council. The initial Board of Directors shall serve until their successors are elected and shall qualify.

F. Qualifications of Directors.

1. All Board members shall be persons of high intelligence, integrity and good moral character and shall possess the level of business experience and expertise determined by the Tribal Council acting as the representative of the shareholder to be necessary to carry out the duties of a Director and to contribute to the ability of the Corporation to achieve the purposes for which this Charter is issued.

2. At least three (3) Directors shall be persons with business experience, with preference given to persons with experience in the tourism and hospitality industry; or persons licensed as an accountant, or experienced in accounting and business management.

3. No person who has been convicted of a felony within the last five (5) years shall sit on the Board. A felony is a crime punishable by at least one (1) year in jail, regardless of whether the person actually served a full year in jail.

4. No person who has ever been convicted of any crime involving theft or conversion of money or property shall sit on the Board.

5. No person who has ever had wages or income garnished or property seized by creditors shall sit on the Board.

6. No employee of the Corporation or of the Bureau of Indian Affairs shall be eligible to serve as a Director during the time of such employment.

7. No more than one-half (1/2) of the Directors may serve concurrently on the Board of Directors of the Corporation and on any other board of a corporation or enterprise owned by the Tribe.

G. Conflict of Interest

1. No member of the Board of Directors of the Corporation, and no husband, wife, child, or sibling of a Board member, shall be a signatory to or beneficiary of any contract or agreement with the Corporation;
2. No member of the Board of Directors of the Corporation shall have any financial interest in any business entity that is a signatory to or beneficiary of any contract or agreement with the Corporation;
3. No member of the Board of Directors shall act as an agent of the Corporation without having authority to do so expressly granted to the Board member by a Resolution of the Board.
4. No two persons who are married to each other, parent and child, in-laws or siblings may sit on the Board at the same time.
5. No sitting Board member shall engage in any activity that is, or creates the appearance of, a conflict of interest. A conflict of interest occurs when circumstances create a possibility that a Board member's duty of undivided loyalty to the Corporation might be compromised.

H. Duties of Directors. The Board of Directors shall manage the general affairs and business of the Corporation. The Directors shall in all cases act as a Board, regularly convened, by a majority vote, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they may deem proper, not inconsistent with this Charter, the bylaws of the Corporation and applicable tribal or federal law. A Director shall perform his duties as a Director in good faith, in a manner the Director believes to be in or not opposed to the best interests of the Corporation, and with such care as an ordinarily prudent person would use under similar circumstances in a like position. In performing such duties a Director shall be entitled to rely on factual information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1. one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;
2. legal counsel, public accountants or other persons as to matters which the Director reasonably believes to be within such person's professional or expert competence; or
3. a committee of the board upon which the Director does not serve, duly designated in accordance with a provision of the bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence, but the Director shall not be

considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

I. Directors' Meetings. A regular meeting of the Board of Directors shall be held following each regular meeting of the Tribal Council acting as the representative of the shareholder. Special meetings of the Board of Directors may be called by the Board Chair, the President or any officer at any time, and shall be called by the President or the Secretary upon the request of two (2) or more Directors or the Tribal Council acting as the representative of the shareholder.

J. Notice of Meetings. Notice of meetings, other than the regular meetings shall be given by service upon each Director in person, or by mailing to the last known post office address of the Director, at least three (3) days before the date therein designated for such meeting, including the day of mailing, of a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting. No business other than that specified in such notice shall be transacted at any special meeting. At any meeting at which every elected member of the Board of Directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

K. Quorum. At a meeting of the Board of Directors, a majority of the elected Board shall constitute a quorum for the transaction of business; but in the event of a quorum not being present, a lesser number may adjourn the meeting from time to time without further notice.

L. Voting. At a meeting of the Board of Directors, each Director has one vote. A majority of a quorum of the Board of Directors carries any issue.

M. Meeting Options. Except as otherwise restricted by the Bylaws of the Corporation, members of the Board of Directors or any committee designated thereby may participate in a meeting of the Board or committee by means of a conference telephone call or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. Except as otherwise restricted in the Bylaws of the Corporation, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting by orally polling all of the Directors or by a consent in writing, setting forth the action so taken, signed by all of the Directors, and the polling or consent shall have the same effect as a regular vote.

N. Resignation and Removal of Directors.

1. Any Director may resign at any time by giving written notice to the Board Chair, and such resignation shall be effective on the date specified in the notice.

2. Any one or more of the Directors may be removed with or without cause at any time by the Tribal Council acting as the representative of the shareholder. In addition, any one or more of the Directors may be removed for cause at any time by the unanimous vote of the

remaining Directors, at a special meeting called for that purpose or at a regular meeting. Cause for removal shall consist of malfeasance, misfeasance or non-feasance of office, gross neglect of duty, or misconduct reflecting on the dignity and integrity of the Corporation. In addition, any Director who is absent from three (3) consecutive meetings of the Board, whether such meetings be regular meetings, special meetings, or a combination thereof, shall be automatically removed.

3. The Director shall be informed in writing of the specific grounds for removal and shall be given a reasonable opportunity to respond in person or through counsel before a decision to remove is made.

4. Any decision by the Board to remove a Director may be appealed to the Tribal Council acting as the representative of the shareholder. The shareholder's decision concerning removal shall be final, and shall not be subject to any further appeal or review.

O. Vacancies. Whenever any vacancy shall occur in the Board of Directors by death, resignation, removal or otherwise, the same shall be filled without undue delay by the Board of Directors at a special meeting which shall be called for that purpose. Such election shall be held within sixty (60) days after the occurrence of such vacancy. The person so chosen shall hold office until the next regular meeting or until a successor shall have been chosen at a special meeting of the Tribal Council acting as representative of the shareholder.

P. Procedure For Recording Votes. At every meeting at which action on any corporate matter is taken, the Secretary of the Corporation shall record in the minutes of the meeting the results of each matter voted upon, which record shall reflect the Board members voting in favor of the proposal, those voting against the proposal, those abstaining, and those absent.

Q. Liability of Directors. A Director shall not be personally liable to the Corporation or its shareholder for monetary damages for breach of fiduciary duty as a Director unless:

1. the Director has breached or failed to perform the duties of the Director's office as provided in paragraph G of this Article XI, and

2. the breach or failure to perform constitutes willful misconduct or recklessness.

ARTICLE XII -- Officers.

A. Number and Positions. The officers of the Corporation shall be the President, the Vice-President, the Secretary, and the Treasurer. Any two or more offices may be held by the same person, except the offices of President and Secretary may not be held by the same person at the same time. The Board of Directors may by resolution add additional officer positions at any time and appoint persons to fill such positions until the an election is held as provided in this Charter. A Director may concurrently serve as the Secretary or Treasurer of the Corporation.

B. Election. All officers of the Corporation shall be elected annually by the Board of Directors at its first regular meeting of the year held immediately after the regular meeting of the Tribal Council acting as representative of the shareholder, and shall hold office for the term of one year or until their successors are duly elected.

C. Initial Officers. The initial officers of the Corporation shall be appointed by the Hualapai Tribal Council upon ratification of this Charter by the Hualapai Tribal Council, and shall serve until the following year's first regular meeting of the Board or until their successors are elected and shall qualify.

D. Duties of Officers. The duties and powers of the officers of the Corporation shall be provided in the Bylaws.

E. Compensation. The officers shall receive such expense reimbursement, salary or compensation as may be determined by the Board of Directors, subject to the approval of the Tribal Council acting as the representative of the shareholder.

F. Resignation and Removal of Officers. Any officer may resign at any time by giving written notice to the President of the Corporation, and such resignation shall be effective on the date specified in the notice. Any one or more of the officers may be removed for cause, at any time by a vote of the Board of Directors, at any special meeting called for that purpose, or at a regular meeting. Cause for removal shall consist of malfeasance, misfeasance or non-feasance of office, gross neglect of duty, or misconduct reflecting on the dignity and integrity of the Corporation. The officer shall be informed in writing of the specific grounds for removal and shall be given a reasonable opportunity to respond in person or through counsel before a decision to remove is made. Any decision by the Board to remove an officer may be appealed to the Tribal Council acting as the representative of the shareholder. The decision of the Tribal Council acting as the representative of the shareholder concerning removal shall be final, and shall not be subject to any further appeal or review.

G. Vacancies. All vacancies in any office shall be filled by the Board of Directors without undue delay, at a regular meeting or at a meeting specially called for that purpose for the unexpired portion of the term.

ARTICLE XIII -- Indemnification.

A. The Corporation may, in the discretion of the Board of Directors, indemnify any current or former Director, officer, attorney, agent or employee against reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit, or proceeding in which he or she is made a party by reason of being, or having been, such Director, officer, attorney, agent or employee of the Corporation, and the reasonable costs of settlement of any such action or proceeding, if a majority of Board members not seeking indemnification or otherwise involved in the controversy shall determine in good faith:

1. That such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent; and
2. That any legal fees paid or any settlements made are reasonable; and
3. That the person seeking indemnification did not act beyond the scope of his or her employment or office; and
4. That it is in the best interests of the Corporation that indemnification be made.

B. If the Board is unable to act on a request for indemnification due to lack of a disinterested quorum, the decision whether to indemnify shall be submitted to the Tribal Council acting as the representative of the shareholder.

ARTICLE XIV -- Dividends.

A. The Board of Directors may declare dividends from the surplus profits of the Corporation whenever, in its opinion, the condition of the Corporation's affairs will render it expedient for such dividends to be declared; provided that, no distribution may be made if either:

1. The Corporation would not be able to pay its debts as they become due in the usual course of its business, or
2. The Corporation's total assets would be less than the sum of its total liabilities.

B. All dividends declared by the Board of Directors shall be paid to the Hualapai Indian Tribe as the sole shareholder.

ARTICLE XV -- Reports to Shareholder

A. The Corporation shall maintain its financial records in conformity with generally accepted accounting principles.

B. The Board of Directors of the Corporation shall, no less frequently than on a quarterly basis, report in writing to the Hualapai Tribal Council, acting as the representative of the shareholder, on the financial and operating condition of the Corporation, including the assets and liabilities of the Corporation and the official actions of the Corporation's officers. The content of the report shall be determined jointly by the Board Chair and the Chairman of the Tribal Council. It shall be the responsibility of the Board Chair to submit each such written report to the Tribal Council at least ten (10) days before the respective scheduled Tribal Council meeting.

C. The financial and operating records of the Corporation shall at all reasonable times be open to inspection by the representative(s) of the shareholder designated by resolution of the Hualapai Tribal Council.

D. The Corporation shall, within 120 days following the close of the Corporation's fiscal year, submit to the Hualapai Tribal Council, as representative of the shareholder, an audited financial statement showing the status of the Corporation as of the last day of the Corporation's fiscal year.

ARTICLE XVI – Claims against the Corporation.

A. The Corporation is an instrumentality of the Hualapai Indian Tribe and is entitled to all of the privileges and immunities of the Tribe, except as provided in this Article XVI.

B. The Corporation is hereby authorized to waive, as provided in this Article XVI, any defense of sovereign immunity from suit that the Corporation, its Directors, officers, employees, attorneys or agents may otherwise enjoy under applicable federal, state or tribal law, arising from any particular agreement, matter or transaction as may be entered into to further the purposes of the Corporation, and to consent to alternative dispute resolution mechanisms such as arbitration or mediation or to suit in tribal, state and/or federal court.

C. The Corporation is hereby authorized to waive, as provided in this Article XVI, any defense that the Corporation, its Directors, officers, employees, attorneys or agents may otherwise assert that federal, state or tribal law requires exhaustion of tribal court remedies prior to suit against the Corporation in a state or federal court otherwise having jurisdiction over the subject matter and the parties.

D. Any waiver by the Corporation authorized by paragraph B or C of this Article XVI shall be in the form of a resolution duly adopted by the Board of Directors, a copy of which resolution shall be mailed to the Tribal Council as representative of the shareholder, but which shall not require the approval of the Hualapai Indian Tribe or the Secretary of the Interior. The resolution shall identify the party or parties for whose benefit the waiver is granted, the transaction or transactions and the claims or classes of claim for which the waiver is granted, the property of the Corporation which may be subject to execution to satisfy any judgment which may be entered in the claim, and shall identify the court or courts in which suit against the Corporation may be brought. Any waiver shall be limited to claims arising from the acts or omissions of the Corporation, its Directors, officers, employees or agents, and shall be construed only to effect the property and income of the Corporation.

E. Nothing in this Charter, and no waiver of the Corporation's sovereign immunity pursuant to this Article shall be construed as a waiver of the sovereign immunity of the Hualapai Indian Tribe or any other instrumentality of the Tribe, and no such waiver by the Corporation shall create any liability on the part of the Tribe or any other instrumentality of the Tribe for the debts and obligations of the Corporation, or shall be construed as a consent to the encumbrance or attachment

of any property of the Tribe or any other instrumentality of the Tribe based on any action, adjudication or other determination of liability of any nature incurred by the Corporation.

F. Nothing in this Charter, and no action taken by the Corporation pursuant to this Charter, shall be construed as permitting, recognizing, or granting the State of Arizona any regulatory jurisdiction or taxing jurisdiction over the property or activities of the Corporation or its employees located within the boundaries of the Hualapai Indian Reservation or in the Hualapai Tribe's Indian country.

ARTICLE XVII -- Seal.

The seal of the Corporation shall be as follows:

Grand Canyon Resort Corporation
Hualapai Indian Tribe

ARTICLE XVIII -- Dissolution.

A. After issuance of this Charter by the Secretary of the Interior and ratification by the Hualapai Tribal Council, the Corporation may be dissolved only as provided in this Article.

B. The Corporation may be dissolved by the act of the Corporation as follows:

1. The Board of Directors shall adopt a resolution recommending that the Corporation be dissolved and directing that the question of dissolution be submitted to a vote at a meeting of Tribal Council acting as the representative of the shareholder, which may be either a regular or special meeting.

2. Written notice shall be given to the Tribal Council acting as the representative of the shareholder in the manner provided in this Charter for giving notice of meetings of the shareholder, and shall state that the purpose, or one of the purposes, of the meeting is to consider the advisability of dissolving the Corporation.

3. At the shareholder meeting, the Tribal Council acting as the representative of the shareholder shall vote on a resolution to dissolve the Corporation.

4. Upon adoption of the resolution, a statement of intent to dissolve shall be executed by the Corporation by its President or Vice-President and by its Secretary and verified by one of the officers signing the statement, and shall be delivered to the Secretary of the Interior.

5. Upon filing with the Secretary of the Interior of the statement of intent to dissolve, the Corporation shall cease to carry on its business, except insofar as necessary for the

winding up thereof, but its corporate existence shall continue until this Charter is revoked by act of Congress.

6. After filing the statement of intent to dissolve, the Corporation shall immediately cause notice thereof to be mailed to each known creditor of the Corporation; shall proceed to collect its assets, convey and dispose of such of its properties as are not to be distributed in kind to the Tribe as shareholder, pay, satisfy and discharge its liabilities and obligations and do all other acts required to liquidate its business and affairs, and, after paying or adequately providing for the payment of all its obligations, distribute the remainder of its assets, either in cash or in kind, to the Tribe as its shareholder.

7. By resolution of the Board of Directors or by resolution adopted by the Hualapai Tribal Council at any time prior to revocation of this Charter by act of Congress, the Corporation may revoke voluntary dissolution proceedings. Written notice of the revocation shall be filed with the Secretary of the Interior. Upon filing the notice of revocation of voluntary dissolution proceedings, the revocation shall be effective and the Corporation may again carry on its business.

8. If voluntary dissolution proceedings have not been revoked, when all debts, liabilities and obligations of the Corporation have been paid and discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Corporation have been distributed to the Tribe as shareholder, the Hualapai Indian Tribe and the Secretary of the Interior shall take all actions necessary to obtain an act of Congress revoking this Charter and dissolving the Corporation.

ARTICLE XIX -- Amendments.

A. The authority to petition for amendments to this Charter is vested in the Hualapai Tribal Council, but such amendments shall have no legal effect until approved by the Secretary of the Interior and ratified by the Hualapai Tribal Council in accordance with 25 U.S.C. § 477, as amended, and in accordance with applicable tribal law.

B. The Board of Directors may request the Hualapai Tribal Council to petition the Secretary of the Interior for amendments to this Charter, but the final decision on submitting any such petition shall be made by the Hualapai Tribal Council.

ARTICLE XX - Certificate of Approval.

I, Kevin Gover, Assistant Secretary - Indian Affairs, by virtue of the authority granted to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. §477), as amended, and delegated to me by 209 D.M. 8.1, do hereby approve this Federal Charter of Incorporation for use by the Hualapai Indian Tribe and its enterprise, the Grand Canyon Resort Corporation. It shall become effective upon ratification by the Hualapai Tribal Council, provided that nothing in this approval shall be construed as authorizing any action under this document that would be contrary to Federal law.

/s/ Kevin Gover

Kevin Gover
Assistant Secretary - Indian Affairs

Washington, D.C.

Date: AUG 17 1998

Administration

1. Chief Executive Officer	Hualapai	79
2. Chief Operations Officer	Non-Indian	10
3. Human Resource Specialist	Navajo	5
4. Sales & Marketing/Project Coordinator	Shoshone	1
5. Concierge	Yavapai	1
6. Janitor (part-time)	Havasupai	1
	Hidatsa	1

Accounting

1. Chief Financial Officer
2. Senior Accounting Technician
3. Accounts Payable
4. Payroll Clerk
5. Courier (part-time)

Wildlife Conservation (4)

1. Ranger (two full time & two part time)

Hualapai River Runners (44)

2. Operations Manager
3. Assistant Operations Manager
4. Reservationists/Clerk - 2
5. RR Ranger - 2
6. Boatperson Supervisor - 4
7. Boatperson - 20
8. Swamper - 7
9. Food Handler/Packer - 3
10. Mechanic Supervisor
11. Outboard Motor Mechanic
12. Equipment Truck Driver - 4
13. Passenger Driver - 4

Grand Canyon West (39)

1. Operations Manager
2. Assistant Operations Manager
3. Gift Shop Supervisor
4. Cashier (tour desk/gift shop) - 6
5. Maintenance Supervisor
6. Assistant Maintenance Supervisor
7. Maintenance - 6
8. Cook Supervisor
9. Cook - 10
10. Tour Guide - 3
11. Greeter
12. Janitor - 2
13. Security Supervisor
14. Security - 2

Corporate Herd

1. Operations Manager
2. Ranch Hand - vacant

Total Number of Employees (98)

Grand Canyon West

- Operations Manager – Robert Bravo Jr.
 - Assistant Operations Manager – Clardina Crook
-
- Tour Counter Supervisor – Brynette Thacker
 - Tour Guides
 - Janette Havatone
 - Sharon Whatoname
 - Hardy Smith
 - Delmar Honga (greeter)
 - Gift Shop Supervisor – Margaret Vaughn
 - Assistant Gift Supervisor – Wesley Walker
 - Cashiers (tour desk/gift shop)
 - Rosie Querta
 - Cindy Uqualla
 - Lilly Whatoname
 - Maydena Samson
 - Nana Nish
 - Gretchen Whatoname
 - Maintenance Supervisor – Ken Jessmon
 - Assistant Maintenance Supervisor – JD Majenty
 - Maintenance/Mechanics
 - Bill Willison
 - Wayne Whatoname Jr.
 - Jessee Kellum
 - Brian Stewart
 - Gene Myrtl
 - James Griepsma
 - Cook Supervisor – Pam Havatone
 - Cooks
 - Vicky Matuck
 - Ila Siyuja
 - Carol Matuck
 - Jimmy Reyes
 - Nathaniel Davis
 - Hope Bender
 - Rechanda Wauneka
 - Cole Powskey
 - Raymond Honyaktewa
 - Darnell Wilder
 - Security Supervisor – George Walker
 - Security
 - Gale Smith
 - Dinah Majenty
 - Janitors
 - Minerva Walker
 - Verna Talieje

Grand Canyon West

1. Grand Canyon West opened for business on February 14, 1988.
2. The seven mile road from the boundary to the terminal was paved in 1993.
3. The terminal/gift shop was installed in late 1994.
4. The Casino opened in February 1995 and it closed in October 1995.
5. The Food Service facility was built in 1997.
6. The airstrip is 60 feet wide and 5000 feet long. It was paved in 1997.

7. GCW has contracts with 35 different tour companies in Las Vegas and Phoenix.
8. In 2002, approximately 110,000 customers took a GCW Guano point tour or visited Quartermaster point. Also in 2002, approximately 70,000 customers took an air tour.
9. GCW generates 60% of all GCRC revenue.
10. GCW has membership in six area chambers of commerce; Kingman, Dolan Springs, Bullhead City, Phoenix, Lake Havasu and Laughlin.

11. GCW is open every day of the year.
12. GCW houses 19 employees on site.
13. The GCW Employee Shuttle began transporting employees in March 2002. It seats eight passengers and is full almost everyday.
14. In 2002, GCW hauled approximately one million gallons of water. GCW is taking over maintenance of the Westwater pipeline.
15. GCW operates three diesel generators 24/7/365 for electricity.
16. In 2002, GCW paid \$50,000 to have sewage hauled to facilities in Bullhead City.
17. In 2002, GCW paid \$40,000 to have trash hauled to Kingman.

18. 2003, GCW is averaging 350 customers per day.

Hualapai River Runners

- Operations Manager – Earlene Havatone
- Assistant Operations Manager – Donnita Selana
- Reservationists/Clerk
 - Jean Imus
 - Audrennia Duwyenie
- Crew Supervisors
 - Jessica Powskey
 - Ray Kaska
 - Kendrick Rocha Jr.
 - Ryan Sullivan
- Boatmen/Women
 - Louie Wauneka Jr.
 - Crystal Lee
 - Emmett Domingo
 - Troy Whatoname
 - Gary Gonzales Jr.
 - Christopher Nez
 - Neil Jackson
 - Loren Bravo Sr.
 - Roland Cook
 - Ean Sinyella
 - Manny Siyuja
 - Tyler Brown
 - Shawn Powskey
 - Violet Whatoname
 - Barney Fielding Jr.
 - Elisa Suminimo
- Swampers
 - Michael Tapija
 - Kerwin Powsey
 - Kesley Powsey
 - George Russell
 - Duane Parker
 - Nathan Hunter
- Food Handler/Packers
 - Allene Davis
 - Deandra Querta
 - Gwenlyn Whatoname
- RR Rangers
 - Nona Majenty
 - Lorna Tsosie
- Mechanic Supervisor – Scott Pfeiffer
- Outboard Motor Mechanic – Drake Havatone
- Equipment Truck Drivers
 - Ernest Shirley
 - Martin Jackson Sr.
 - Bedker Beecher
 - Arnold Powsey
- Passenger Drivers
 - Don Havatone
 - Marie Wauneka
 - Ivis Peaches

**HWAL'BAY BA:J ENTERPRISES, INC.
DBA GRAND CANYON RESORT CORPORATION**

SECOND AMENDED AND RESTATED PLAN OF OPERATION

ARTICLE I

NAME AND LOCATION

The official name of the corporation is "Hwal'bay Ba:j Enterprises, Inc. dba Grand Canyon Resort Corporation." The principal place of business and the office of GCRC is at the Hualapai Indian Reservation, and the initial address is P.O. Box 359, Peach Springs, Arizona 86434-0359. GCRC may also have offices at such other places as the Board of Directors (the "Board") may from time to time direct or as the operation of GCRC shall require.

ARTICLE II

PURPOSE

GCRC is organized for the purpose of conducting all lawful affairs for which corporations may be organized. The character of the business which GCRC initially intends to conduct within and without the Hualapai Indian Reservation is for the purpose of creating economic development opportunities for the Hualapai Indian Tribe by:

- A. Maintaining and expanding existing tribal businesses;
- B. Establishing new businesses in Peach Springs and elsewhere on the Reservation;
- C. Improving the employment opportunities for Hualapai tribal members;
- D. Attracting "clean" off-reservation businesses and industries to locate on the Reservation; and
- E. Establishing opportunities for educating tribal members in the field of business.

ARTICLE III

SHAREHOLDER

3.1 Ownership. The sole shareholder of GCRC shall be the Hualapai Indian Tribe. Its interests in GCRC may not be sold, transferred, pledged or hypothecated, either voluntarily or involuntarily.

3.2 Voting. The sole right and authority to represent the shareholder is vested in the Hualapai Tribal Council. Tribal Council quorum requirements shall apply to voting as shareholder of GCRC.

3.3 Annual Meeting. A separate annual meeting of GCRC, commencing with the year 1997, shall be held on the second Tuesday in January in the Tribal Council Chambers or at such other place, or such other date, and at such time as shall be provided in the written notice of such meeting, for the purpose of appointing directors and for the transaction of any other business as may properly come before such meeting.

3.4 Special Meetings. Special meetings of the Tribal Council acting as shareholder of GCRC may be called at any time by the Tribal Council.

3.5 Notice. Written notice of every meeting of the Tribal Council acting as shareholder and specifying the date, place, hour, and indicating briefly the purposes thereof, shall be posted and open to all members of the Hualapai Indian Tribe in the same manner and to the same extent applicable to other meetings of the Tribal Council.

ARTICLE IV

CAPITALIZATION

4.1 Initial Capitalization. The initial capital of GCRC consisted of funds and other assets as prescribed by the Tribal Council and as reflected on the balance sheet. Any assets hereafter acquired by GCRC from whatever source will be taken on the accounts of GCRC.

4.2 Subsequent Tribal Contributions. Investments of Tribal funds in GCRC subsequent to the initial capitalization may be made either on a loan basis, with a repayment schedule and bear interest, or as an additional capital investment in GCRC. If any additional capital investments are made in GCRC, provisions will be made in the annual Tribal budget. Any loans made by the Tribe to GCRC will be from Tribal funds authorized for credit purposes in the Tribe's approved budget.

ARTICLE V

BOARD OF DIRECTORS

5.1 Composition and Term. The affairs of GCRC shall be conducted by a Board of Directors who shall be appointed by the Tribal Council. The number of directors of GCRC shall be no less than three (3) nor more than five (5) members. Board members shall serve five (5) year staggered terms.

5.2 Initial Board. The membership and terms of the initial Board of Directors of GCRC, until such time as their successors are duly appointed are:

<u>Name</u>	<u>Address</u>	<u>End of Term</u>
Martin Watson	P.O. Box 403 Peach Springs, AZ 86434	January 1997
Damon Clarke	P.O. Box 419	January 1998

	Peach Springs, AZ 86434	
Everett Manakaja, Jr.	P.O. Box 132 Peach Springs, AZ 86434	January 1999
Sylvia Querta	P.O. Box 357 Peach Springs, AZ 86434	January 2000
Victor Goldstein	P.O. Box 171 Peach Springs, AZ 86434	January 2001

5.3 Annual Meeting. The annual meeting of the Board shall be held as soon as practical following adjournment of the annual meeting of the shareholder. The Board shall meet for the purpose of electing officers of GCRC and for the transaction of any other business which may properly be brought before the meeting. Such election of officers shall be by ballot, and the affirmative vote of a majority of the Directors then in office shall be required for a choice. Whenever a vacancy occurs in any office, it shall be filled in like manner at any meeting of the Board.

5.4 Regular Meetings. Regular meetings of the Board ("Regular Meetings") will be held at least monthly upon notice provided not less than twenty-four (24) hours in advance of a Regular Meeting held at GCRC's offices in Peach Springs, Arizona or ten (10) days in advance of a Regular Meeting held at any other location. Such notice shall state the date, time and place of the Regular Meeting.

5.5 Special Meetings. Special meetings of the Board ("Special Meetings") may be held upon notice given by the Chairman of the Board, Secretary, or by any four members of the Board not less than twenty-four (24) hours in advance of a Special Meeting held at GCRC's offices in Peach Springs, Arizona or ten (10) days in advance of a Special Meeting held at any other location. Such notice shall state the date, time and place of the Special Meeting.

5.6 Emergency Meetings. Emergency meetings of the Board ("Emergency Meetings" and collectively with Regular Meetings and Special Meetings, "Board meeting(s)" or "meeting(s) of the Board") may be held upon notice given by the Secretary of GCRC at the direction of the Chairman of the Board or upon a request of any four members of the Board not less than twenty-four (24) hours in advance of an Emergency Meeting by delivering notice in person, by email or by facsimile. The Secretary of GCRC shall, in addition to providing written notice, also be required to both telephone and email each of the Chairman of the Hualapai Tribal Council and the Council business Liaison at his or her phone number and email address on the records of GCRC (or, in the case of telephoning, may leave a message at said number), and upon doing so, it shall be deemed that the Chairman of the Hualapai Tribal Council and the Council Business Liaison was given notice of the Emergency Meeting. Notice of an Emergency Meeting may not be given by U.S. mail. Notice of an Emergency Meeting shall state the date, time and place of the meeting.

5.7 Minutes. Minutes of each Board meeting will be kept by GCRC, approved not later than the next regular meeting after such meeting, and made available to the Tribal Council, upon request from the Tribal Council.

5.8 Reimbursement. Subject to any limitations imposed by the Tribal Council, Board members will receive compensation for attending Board meetings and will be reimbursed for all proper expenses incurred in attending Board meetings and conducting the business of GCRC. Board members will not be paid any compensation as an officer, employee, consultant or other contractor of GCRC.

5.9 [RESERVED.]

5.10 Notice. Written notice of every meeting, pursuant to Sections 5.4, 5.5, or 5.6, of the Board and specifying the date, place, hour, and indicating briefly the purposes thereof, shall be delivered to each member of the Board, the Chairman of the Hualapai Tribal Council and the Council Business Liaison in person or via U.S. mail, electronic mail or facsimile addressed to him or her at his or her latest address, email address or facsimile number appearing on GCRC's records prior to any meeting of the Board. Notice to any director of any Board meeting will be deemed received when (i) if by U.S. mail (if permitted), on the same day on which it was deposited in the U.S. mail; (ii) if personally delivered, upon delivery to the address appearing on GCRC's records; (iii) if by electronic mail, instantly; or (iv) if by facsimile, when electronic confirmation of successful transmission is received. All notices, whether delivered by U.S. mail, personally, electronic mail, or facsimile must be delivered sufficiently in advance of the Board meeting so as to comply with any notice period requirements set forth in this Plan of Operation or the Bylaws of GCRC.

5.11 Waiver of Notice. Any director may waive notice of any meeting (and any adjournment thereof) at any time before, during, or after the meeting is held. Attendance of a director, the Chairman of the Hualapai Tribal Council or the Council Business Liaison at any meeting will automatically evidence his or her waiver of notice of such Board meeting (and any adjournment thereof) unless he or she is attending the Board meeting for the express purpose of objecting to the transaction of business because the Board meeting has not been properly noticed. Any Board meeting, once properly noticed (or as to which notice had been waived as aforesaid) and at which a quorum is formed, may be adjourned to another time and place by a majority of those directors in attendance.

5.12 Participation in Meeting. Unless this Plan of Operation or the Bylaws of GCRC provide otherwise, any or all directors, the Chairman of the Hualapai Tribal Council and the Council Business Liaison may participate in a Board meeting by, or conduct the Board meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the Board meeting. A director or other person participating by this means is deemed to be present in person at the Board meeting.

5.13 Quorum. A majority of the Directors then in office will constitute a quorum for the transaction of any business. The act of the majority of the voting members voting at a Board meeting at which a quorum is present will be the act of the Board.

5.14 Removal. Any Director may be removed by the Tribal Council.

5.15 Resignations and Vacancies. Any Director may resign at any time by giving written notice to the Secretary and to the Tribal Council. Resignations will become effective at the time

specified therein. The acceptance of such resignation shall not be necessary to make it effective. Any vacancy on the Board because of death, resignation, removal or other cause will be filled for the unexpired portion of the term by the Tribal Council.

5.16 Powers. The Board shall do everything necessary, proper, advisable, or convenient to accomplish the purposes herein above set forth, and to do all things incidental thereto or connected therewith, which are not forbidden by the federal law, tribal law, or this Plan of Operation or the Bylaws. It is intended that control and operation of this Corporation will be vested in the Board of Directors (subject to the limitations set forth in this Plan of Operation and the Bylaws), including without limitation:

- A. Authority and responsibility for management, development, and operation of the real and personal property together with all buildings and improvements related to the business of GCRC.
- B. Authority to direct the operations of GCRC so as to provide a fair and reasonable return to the Tribe, as the sole shareholder, to promote employment and training to the members and to exercise the powers set forth in this Plan of Operation without previous authorization or subsequent approval of the Tribe as the sole shareholder, except as provided in this Plan of Operation or the Bylaws. All parties dealing with the Board will have the right to rely upon any action taken by the Board.
- C. Responsibility for the custody, management, operation, inventory and maintenance of all facilities, buildings, businesses, operations and all other activities concerning the management of this Corporation; and for the taking of any and all usual, necessary, and convenient actions incidental thereto including, should it be deemed advisable or desirable, the borrowing of funds, and the making of contracts or commitments necessary to the functioning of this Corporation.
- D. Responsibility for making investment decisions; for the establishment and maintenance of effective operating policies; for the selection of management personnel; and for continuous supervision of the performance of GCRC.

Each director will at all times act in good faith and in the best interest of the sole shareholder, the Tribe. The Board will not incur contractual obligations unless the Board first determines that GCRC has the ability to make payments when due.

5.17 Reports. The Chairman of the Board and the President (or Chief Executive Officer) of GCRC will make a formal report to the Tribal Council monthly (and otherwise as requested from time to time by the Tribal Council), either in person or in writing. Such reports will include a summary of the status of compliance with the budget which the Tribal Council has approved.

5.18 Tribal Council Ratification. The Board may (and, if so required by this Plan of Operation or the Bylaws, must) submit any contract or act for approval, ratification or acknowledgment at any meeting of the Tribal Council.

ARTICLE VI

OFFICERS

6.1 Composition. The officers of GCRC shall be a President, Vice-President, Secretary, and Treasurer. The Board may also elect, appoint, or hire other officers (who need not be members of the Board) as the Board finds necessary. The Tribal Council will adopt such Bylaws as it deems necessary or appropriate with respect to the governance or business of GCRC. The Board will adopt such additional rules as it may determine necessary for the orderly conduct of its business. All officers of GCRC shall exercise such powers and perform such duties as shall from time to time be determined by the Board. A person cannot hold more than one office at a time.

6.2 Elections. The Board at its annual meeting shall choose the President, Vice-President, Secretary and Treasurer of GCRC and such other officers as it deems appropriate. Each officer of GCRC shall hold office until his or her successor is chosen and shall qualify. Any officer elected or appointed by the Board may be removed, with or without cause, and with or without notice, at any time by the affirmative vote of a majority of the directors then in office. Any vacancy in the office of GCRC may be filled for the unexpired portion of the term by the Board.

6.3 Compensation. The salaries of all officers of GCRC shall be fixed from time to time by the Board.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Subject to the provisions of this Article, GCRC shall indemnify any and all, of its directors, officers, former directors and former officers, for, from and against all expenses incurred by them, and each of them (including but not limited to legal fees, judgments and penalties which may, be incurred, rendered or levied in any legal matter brought against any of them) for or on account of any action or omission alleged to have been committed while acting within the scope of employment as director or officer of GCRC. Whenever any such person has grounds to believe that he or she may incur any such aforementioned expenses, he or she shall promptly make a full written report of the matter to the President and to the Secretary of GCRC. Thereupon, the Board shall, within a reasonable time, determine in good faith whether such person acted, failed to act, willfully, with gross negligence or with fraudulent or criminal intent in regard to the matter involved and as to which indemnification is sought. If the Board determines in good faith that such person did not act, fail to act, or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein; provided, however, that GCRC shall have the right to refuse indemnification, wholly or partially, in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit GCRC, at its own expense and through counsel of its own choosing, to defend him or her in the action or shall have unreasonably refused to cooperate in the defense of such action.

ARTICLE VIII

FISCAL YEAR

The fiscal year of GCRC shall end on December 31.

ARTICLE IX

ACCOUNTING

9.1 Accounting System. GCRC shall establish and use a modern accounting system in conformity with generally accepted accounting principles applied on a consistent basis.

9.2 Monthly Reports. The Board shall, no less frequently than on a monthly basis, report in writing to the Tribal Council on the financial and operating condition of GCRC.

9.3 Audited Financial Statements. GCRC shall, within 90 days following the close of GCRC's fiscal year, submit to the Tribal Council audited financial statements showing the status of GCRC as of the last day of GCRC's fiscal year.

ARTICLE X

REORGANIZATION, MERGER

GCRC may merge, consolidate, reorganize, recapitalize, including, without limitation, reorganizing as a tribal enterprise or incorporating under federal law, pursuant to 25 U.S.C. § 477, to the extent necessary to maintain its status as an entity exempt from federal income tax.

ARTICLE XI

SOVEREIGN IMMUNITY; WAIVER

11.1 Sovereign Immunity. GCRC shall be entitled to all the privileges and immunities of the Hualapai Indian Tribe. GCRC and its directors, officers, employees, and agents while acting in the official capacities are immune from suit. The assets and other property of GCRC are exempt from any levy or execution except as provided in this Article.

11.2 Waiver of Sovereign Immunity. Without the prior written consent of the Tribal Council, GCRC shall not waive immunity from suit or other process (or any other immunity) of GCRC, the directors, officers, employees, or agents, in connection with any agreement, transaction or other matter whatsoever.

11.3 Resolution. Any waiver of sovereign immunity of GCRC authorized by this Article shall be in the form of a resolution duly adopted by the Board, which resolution shall require the approval of the Tribal Council. The resolution shall identify (a) the party for whose benefit the waiver is granted, (b) the agreement, transaction or other matter to which the waiver pertains, (c) the claim or type of claim for which the waiver is granted, (d) the property of GCRC which may be subject to execution to satisfy any judgment that may be entered in connection with such a

claim, and the court, arbitration panel or other tribunal in which the suit or other proceeding against GCRC may be brought.

11.4 Limited Waiver. Any waiver of sovereign immunity (which waiver must be authorized by this Article) shall be limited to the assets and/or income of GCRC and the acts or omissions of GCRC, its directors, officers, employees, and agents shall not create any liability, obligation, or indebtedness, either of the Hualapai Indian Tribe, or payable out of assets, revenues, or be income of the Hualapai Indian Tribe.

11.5 Effect on Tribe. Any waiver of immunity by GCRC shall not be construed to waive any immunity of the Hualapai Indian Tribe or other instrumentality of the Hualapai Indian Tribe.

ARTICLE XII

AMENDMENTS TO PLAN OF OPERATION

This Plan of Operation may be amended from time to time by the Tribal Council. The Board may from time to time recommend amendments to this Plan of Operation for consideration of the Tribal Council.

ARTICLE XIII

LIMITATIONS ON CORPORATE POWERS

GCRC shall have no power:

- A. To expressly or by implication enter into any agreement of any kind on behalf of (or otherwise obligate) the Hualapai Indian Tribe or any other instrumentality of the Tribe.
- B. To pledge the credit of the Hualapai Indian Tribe or any other instrumentality of the Tribe.
- C. To dispose of, pledge or otherwise encumber real or personal property of the Hualapai Indian Tribe, except as explicitly authorized in lease or other agreements between GCRC and the Hualapai Indian Tribe or any other instrumentality of the Tribe.
- D. To waive any right, privilege or immunity of, or release any obligation owed to, the Hualapai Indian Tribe or any other instrumentality of the Tribe.
- E. To sell or otherwise dispose of all or substantially all of GCRC's assets, except in the usual and regular course of its business, without the prior written consent of the Tribal Council. Prior to any proposed sale or disposition requiring the Tribal Council's consent, GCRC shall give notice to the Tribal Council. The Tribal Council's consent to any proposed sale or disposition shall be in the form of a resolution of the Tribal Council, duly adopted in accordance with applicable tribal law.

EXECUTION AND CERTIFICATION

The undersigned Secretary of the Hualapai Tribal Council certifies that the foregoing Second Amended and Restated Plan or Operation of Hwal'bay Ba:j Enterprises, Inc. dba Grand Canyon Resort Corporation, was duly adopted by the Hualapai Tribal Council pursuant to Resolution No. _____ of the Hualapai Tribal Council, adopted on _____, 200__.

By: _____
Title: _____
Date: _____

**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 BAJ 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 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 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 Ba;j 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.

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

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.

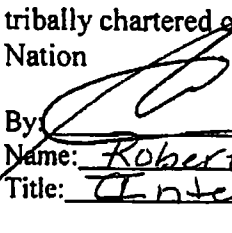
15.17 Survival. To the extent that this Agreement provides that certain rights are to survive the expiration or termination of this Agreement, the provisions of this Article 15 shall also survive with respect to such rights.

[Signature blocks appear on the following page.]

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.

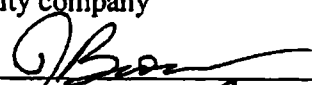
GCRC:

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

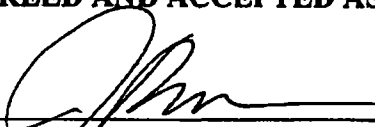
By: 
Name: Robert Bravo Jr.
Title: Interim CEO

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

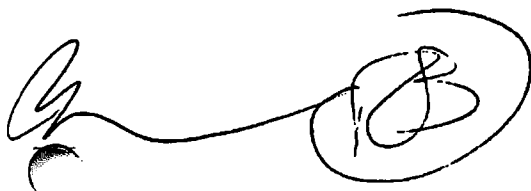


EXHIBIT A
DESCRIPTION OF THE SITE

EXHIBIT B

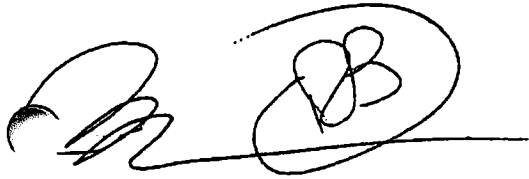
NET REVENUE SCHEDULE

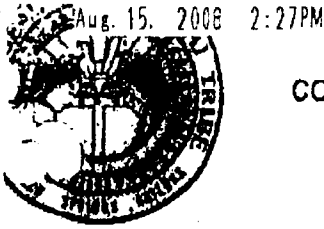
For purposes of the Net Revenue Percentage Amount for Net Revenues Related to Western Town:

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





Aug. 15, 2008 2:27PM

No. 3308 IN.P. VOTE

CONSTITUTION OF THE HUALAPAI INDIAN TRIBE
OF THE
HUALAPAI INDIAN RESERVATION, ARIZONA

141 - YES
33 - NO
FEBRUARY 14, 1991

PREAMBLE

We, the members of the Hualapai Indian Tribe of the Hualapai Indian Reservation, a federally recognized sovereign Indian Tribe, do hereby adopt this constitution in order to:

- govern ourselves under our own laws and customs for the common good and well-being of the Tribe and its members.
- protect our lands and natural resources for ourselves and our children;
- maintain our culture, language and tribal identity,
- ensure the political integrity of the Tribe.
- protect the individual rights of our members.
- maintain peace and order through the establishment and administration of justice,
- preserve, secure and exercise all the inherent sovereign rights and powers of an Indian Tribe.

This constitution shall supersede the Amended Constitution and Bylaws of the Hualapai Tribe of the Hualapai Reservation, Arizona, adopted October 22, 1955, and approved by the Secretary of the Interior on January 16, 1956, and shall govern the Hualapai Tribe from its effective date.

ARTICLE I - JURISDICTION

The jurisdiction of the Hualapai Tribe shall extend to all lands within the boundaries of the Hualapai Indian Reservation as established by Executive Orders of January 4, 1883 and June 2, 1911, and Public Law 93-560, December 30, 1974 and to any and all lands held by the Tribe, trust allotments located outside the reservation boundaries to the extent permitted by Federal law, and to any additional lands acquired by the

Tribe or by the United States for the benefit of the Tribe. It is hereby declared that the title to these lands includes but is not limited to all the surface rights, subsurface rights, tenements, hereditaments, all water rights and all accretions and that such lands are held by the United States of America in trust for the Hualapai Tribe. Except as prohibited by Federal law, the Hualapai Tribe shall have jurisdiction over all persons, property, lands, water, air space, resources and all activities occurring within the boundaries of the reservation or on other lands within the jurisdiction of the Tribe, notwithstanding the issuance of any right-of-way. Nothing in this article shall be construed to limit the ability of the Tribe to exercise its jurisdiction based upon its inherent sovereignty as an Indian Tribe.

ARTICLE II - MEMBERSHIP

Section 1. Requirements. The membership of the Hualapai Tribe shall consist of:

(a) All persons of Hualapai blood who qualified for and were accepted into membership in the Hualapai Tribe under the membership requirements contained in the original constitution approved by the Secretary of the Interior December 17, 1938, and the amended constitution approved January 16, 1956;

(b) All persons one-fourth (1/4) degree or more Hualapai Indian blood.

Section 2. Admission Procedures. Applications for enrollment shall be made according to an enrollment ordinance adopted by the Tribal Council. Applicants denied admission can appeal to the Tribal Court in accordance with appeal procedures established by the Tribal Council.

Section 3. Enrollment Committee. An enrollment committee of five (5) eligible voters shall be appointed and supervised by the Tribal Council. The enrollment committee shall have the duty to maintain a current and accurate official tribal membership roll which shall include the names and addresses of all tribal members.

Section 4. Loss of Membership and Reinstatement. The following terms and conditions shall apply to loss of membership in the Hualapai Tribe:

(a) No person who is enrolled as a member of any other Indian tribe shall be eligible for enrollment in the Hualapai Tribe unless the person in question has first renounced his membership in the other tribe and unless the person has first provided the Hualapai Tribe with satisfactory evidence that his name has been stricken from the roll of the other tribe.

- (b) Any member of the Hualapai Tribe who becomes a member of any other Indian Tribe shall automatically forfeit his membership in the Hualapai Tribe. Any person adversely affected by this section shall have a right to appeal to the Tribal Court in accordance with the appeal procedures established by the Tribal Council.

- (c) Any person who has lost his membership in the Hualapai Tribe may apply for reinstatement after a period of two (2) years has elapsed from the date of removal from the membership roll. Provided, That the person in question submits adequate proof to the Tribal Council that he has given up his membership in the other tribe involved.

Section 5. Honorary Membership. The title of "honorary member" of the Hualapai Tribe may be granted to any person by the Tribal Council. Honorary membership does not qualify a person for any benefits, assets, the right to vote, or any other rights or privileges.

Section 6. Enforcement. The Tribal Council shall enforce this Article by ordinance. Provided, That the Tribal Council shall have no power to establish substantive requirements for membership in addition to those established in Section 1 of this Article nor to waive or alter any of those requirements in Article II, or deny an applicant the right to appeal an adverse decision to Tribal Court.

ARTICLE III - ORGANIZATION OF THE GOVERNMENT

The Hualapai tribal government shall be divided into two separate and independent branches of government: the Legislative Department, consisting of the Tribal Council and the Tribal Administration, and the Judicial Department. The Tribal Administration shall be subordinate to the Tribal Council and shall operate in accordance with Article VII.

ARTICLE IV - THE TRIBAL COUNCIL

Section 1. Legislative Body. The legislative body of the Hualapai Tribe shall be known as the Hualapai Tribal Council and shall consist of nine (9) members.

Section 2. Terms of Office. The terms of office for all Tribal Council members including the Chairperson and Vice Chairperson shall be four (4) years except as provided in Section 3 of this article. All Tribal Council members, including Chairperson and Vice Chairperson, shall be eligible to serve two (2) consecutive terms, whether full

or partial terms. At the completion of his second consecutive term, a council member shall not be eligible to run for re-election or be eligible to fill a vacancy until a period of one (1) year has elapsed.

Section 3. The First Election. The first election of council members under this constitution shall be held on the first Saturday in June 1992. All nine (9) council positions shall be declared vacant for purposes of the first election. There shall be no primary election for purposes of the first election. The candidate receiving the highest number of votes shall be offered the position of Chairperson. The candidate receiving the next highest number of votes shall be offered the position of Vice Chairperson. If either person offered the position of Chairperson or Vice Chairperson declines, then the candidate(s) receiving the next highest number of votes shall be offered the position(s). Both the Chairperson and Vice Chairperson shall serve for four (4) years. The next three (3) candidates receiving the next highest number of votes shall serve as council members for four (4) years. The other four (4) candidates receiving the next highest number of votes shall serve for two (2) years. The first election shall be held in accordance with all other applicable provisions of this constitution and applicable ordinances.

Section 4. Selection of Secretary and Treasurer. The Tribal Council shall choose a Secretary and a Treasurer from within or without the Tribal Council membership.

Section 5. Meetings of the Council.

- (a) A regular meeting of the Tribal Council shall be held on a date designated by the Chairperson during the first ten (10) days of each month.
- (b) Special meetings of the Tribal Council may be called by the Chairperson. The Chairperson shall call a special meeting upon the written request of three (3) or more members of the Tribal Council.

Section 6. Quorum. A quorum shall exist if six (6) or more members of the Tribal Council are present. A quorum is required at all meetings in order to conduct official business of the Tribal Council.

Section 7. Voting. The Tribal Council shall make decisions by a majority vote of those present, unless otherwise stated in the constitution. The Tribal Council may vote by voice vote unless the Chairperson or any two (2) members of the Tribal Council request a secret vote. All members of the Tribal Council, including the Chairperson and Vice Chairperson, shall have the right to vote unless otherwise stated in this constitution. If the Secretary or Treasurer is appointed from outside the Tribal Council

membership, they shall not vote.

Section 8. Conflict of Interest. Any council member who may have a direct personal or financial interest in any matter before the Hualapai Tribal Council not similarly shared by all members of the Tribal Council shall not vote on such matter without the consent of the remaining members of the Tribal Council. A council member shall reveal a direct personal or financial interest to the other members of the Tribal Council and failure to do so may constitute a violation of Section 9 of this article.

Section 9. Code of Ethics. The Tribal Council shall have the power to adopt a Code of Ethics governing the conduct of tribal officials. The Code of Ethics may include disciplinary procedures so long as the tribal official in question is afforded full due process rights.

Section 10. Removal and Suspension from Office.

(a) The Tribal Council shall remove a council member for:

(1) failing to attend three (3) regular or special meetings consecutively absent good cause as defined by ordinance;

(2) converting tribal property or monies without authorization through the omission or misrepresentation of facts;

(3) final conviction by any Tribal, Federal or State Court of any of the following offenses:

(A) felony;

(B) three (3) misdemeanors while serving on the Tribal Council;

(C) contempt of court.

(b) A council member appealing a felony conviction shall be suspended pending the outcome of the final appeal.

Section 11. Removal - Due Process Required. In all removal proceedings under Sections 9 and 10, the council member in question shall be afforded full due process

rights including a written statement of the charges, the right to respond to those charges and the right to present witnesses and other evidence in his defense. The decision of the Tribal Council shall be final and shall be appealable to the Tribal Court only if a claim is made that the tribal constitution has been violated or due process rights not afforded. A council member removed from office must wait at least four (4) years from the official date of removal to run for office again.

Section 12. Recall.

- (a) Any member of the Hualapai Tribe of voting age shall have the power to initiate recall proceedings against a council member by filing with the Election Board a written statement giving specific reasons why the council member in question should be recalled;
- (b) In order to force a recall election, the tribal member(s) circulating the petitions shall collect the signatures from twenty (20) percent of the eligible voters of the Tribe;
- (c) A maximum of three (3) members of the Tribal Council may be recalled at a time;
- (d) Individual petitions shall be circulated for each council member who is subject to recall;
- (e) A council member who is successfully recalled shall not be returned to office and must wait four (4) years from his final day in office before being eligible to run for office again or to be appointed to fill a vacancy;
- (f) The Tribal Council shall adopt ordinances to carry out the details of this section.

Section 13. Vacancies.

- (a) If a Council member should die, resign, or be removed or recalled from office, the Tribal Council shall declare the position vacant. The Tribal Council shall fill a vacancy by special election unless less than ninety (90) days remain in the term, in which case the Tribal Council shall leave the position vacant. The person who fills the vacant position shall only serve out the term of the person whom he is replacing.
- (b) All resignations from the Tribal Council shall be in writing. A voluntary

resignation, once submitted, cannot be withdrawn.

ARTICLE V - THE POWERS OF THE TRIBAL COUNCIL

The Tribal Council shall have all of the legislative powers vested in the Hualapai Tribe through its inherent sovereignty and Federal law and shall, in accordance with established customs of the Hualapai Tribe and subject to the express limitations contained in this constitution and the applicable laws of the United States, have the following powers:

- (a) to represent the Tribe and act in all matters that concern the welfare of the Tribe, and to make decisions not inconsistent with or contrary to this constitution and applicable Federal law;
- (b) to negotiate and make contracts with the Federal, State and local governments;
- (c) to advise the Secretary of Interior or his representative on all activities that may affect the Hualapai Tribe, and on all appropriation estimates and Federal projects for the benefit of the Tribe before such estimates and projects are submitted to the Office of Management and Budget and to Congress;
- (d) to employ legal counsel, the choice of counsel and fixing of fees to be subject to the approval of the Secretary of Interior, but only so long as such approval is required by Federal Law;
- (e) to prevent or veto the sale, disposition, lease or encumbrance of tribal lands, tribal funds or other tribal assets without the formal consent of the Tribe;
- (f) to protect and preserve the wildlife and natural resources of the Tribe through the adoption of appropriate regulations and ordinances;
- (g) to regulate hunting, fishing, trapping, camping, recreation, rafting, hiking and all other related activities on all lands within the jurisdiction of the Tribe;
- (h) to administer charity;
- (i) to purchase or accept any land or property for the Tribe;
- (j) to regulate the use and disposition of all land within the jurisdiction of the Tribe, in conformity with Article XI;

- (k) to request the Secretary of Interior to confer trust or reservation status on lands reserved for, granted to or purchased by the Tribe;
- (l) to negotiate and issue leases for business purposes, and to otherwise regulate all business activities within the jurisdiction of the Tribe, in conformity with this constitution,
- (m) to manage all tribal economic affairs and enterprises, (n) to lease tribal lands, natural resources, or other tribal assets within the jurisdiction of the Tribe, Provided, That leases involving more than one thousand (1000) acres or fifty thousand (\$50,000.00) dollars shall also need the approval of the eligible voters of the Tribe voting in a special election; and Provided, That all sales or exchanges of tribal lands, natural resources or other tribal assets shall be approved by the eligible voters of the Tribe voting at a special election, and Provided, That development of natural resources shall be done in accordance with Article XI, Section 4 of this constitution;
- (o) to levy and collect taxes, duties, fees and assessments;
- (p) to appropriate and regulate the use of tribal funds;
- (q) to regulate the domestic relations of persons within the jurisdiction of the Tribe;
- (r) to enact ordinances governing law enforcement on lands within the jurisdiction of the Tribe;
- (s) to enact ordinances providing for the appointment of guardians for minors and mental incompetents;
- (t) to enact ordinances to provide for regulating the inheritance of real and personal property of members of the Tribe within the jurisdiction of the Tribe.
- (u) to enact ordinances providing for the removal or exclusion of any non-member of the Tribe whose presence may be injurious to the members of the Tribe, and to prescribe conditions upon which non-members may remain within the territory of the Tribe, Provided, That all actions of exclusion or removal shall be done by court proceeding;
- (v) to regulate its own procedures;
- (w) to appoint subordinate committees, commissions, boards, tribal officials and

employees not otherwise provided for in this constitution, and to prescribe their salaries, tenure, duties, policies and procedures;

- (x) to establish and to regulate subordinate organizations for economic and other purposes;
- (y) to issue and to regulate motor vehicle license plates;
- (z) to accept grants or donations from any person, organization, State or the United States;
- (aa) to enact laws, ordinances and resolutions necessary or incidental to the exercise of its legislative powers;
- (bb) to determine all terms and conditions of employment for all persons employed by the tribe through the adoption of appropriate ordinances;
- (cc) to appoint a Junior Tribal Council comprised of members of the Tribe age twenty-five (25) or younger designed to make advisory recommendations to the Tribal Council on matters affecting youth;
- (dd) to take any and all actions necessary and proper for the exercise of the foregoing powers and duties, including those powers and duties not enumerated above, and all other powers and duties now or hereafter delegated to the Tribal Council, or vested in the Tribal Council through its inherent sovereignty.

ARTICLE VI - THE JUDICIAL DEPARTMENT

Section 1. The Judicial Department. The judicial power of the Hualapai Tribe shall be vested in the judiciary which shall consist of a Tribal Court and a Court of Appeals and such other lower courts as deemed necessary by the Tribal Council.

Section 2. Jurisdiction of the Court. The tribal courts shall exercise jurisdiction over all cases and controversies within the jurisdiction of the Tribe, in law and equity, whether civil or criminal in nature, that arise under this document, the laws of and customs of the Tribe, by virtue of the Tribe's inherent sovereignty, or which is vested in the tribal courts by Federal law.

Section 3. Power of the Courts. The Hualapai Judiciary shall have the power to:

- (a) interpret, construe and apply the laws of, or applicable to, the Hualapai Tribe;
- (b) declare the laws of the Hualapai Tribe void if such laws are not in agreement with this constitution;
- (c) issue injunctions, attachments, writs of mandamus, quo warranto, review, certiorari and prohibition, and writs of habeas corpus to any part of the Hualapai Tribe upon petition by, or on behalf of, any person held in actual custody;
- (d) establish court procedures for the Hualapai judiciary, except that the Tribal Council may by ordinance alter such procedures consistent with this constitution.

Section 4. Composition of the Court. The Hualapai Tribal Court shall be composed of one Chief Judge and such Associate Judges as may be determined necessary by the Tribal Council.

Section 5. Appointment of Judges. The Chief Judge and Associate Judges shall be appointed by the Tribal Council. Should a vacancy occur through death, resignation, or otherwise, for the position of Chief Judge or Associate Judge(s), the Tribal Council shall appoint a person or persons to fill such vacancy or vacancies.

Section 6. Term of Office. Each Judge shall hold office for a period of two (2) years, unless sooner removed under section 11, or by reason of abandonment of the office; however, the Chief Judge or Associate Judge shall be eligible for reappointment.

Section 7. Court of Appeals. The Hualapai Tribal Court of Appeals shall consist of one or more Judges selected in sequential order from a list of available Court of Appeals Judges compiled by the Tribal Council. The list of Court of Appeals Judges shall be renewed every two (2) years and shall include at least three (3) names. The Court of Appeals shall always consist of an odd number of judges. No Judge shall sit on a Court of Appeals if he presided over the original proceedings or if disqualified under Article VI, Section 10.

Section 8. Qualifications of Judges. The qualifications for tribal Judges shall be established by ordinance enacted by the Tribal Council, but no additional requirements may be added during the tenure of a Judge already in office, unless the additions or changes exempt the present Judges during their term.

Section 9. Compensation. The Judge(s) shall receive for their services reasonable

compensation. The Tribal Council shall not diminish the compensation of a Tribal Judge during his term in office.

Section 10. Disqualification to Act. No Judge shall be qualified to act in any case wherein he has any direct interest or wherein any relatives by marriage or blood in the first degree are a party.

Section 11. Removal of Judges.

(a) Any Judge of the Tribal Court may be suspended, dismissed, or removed by the Tribal Council for any of the following reasons:

1. conviction of a felony in any Tribal, Federal or State Court;
2. conviction of any two misdemeanors in any Tribal, Federal or State Court;
3. performing his official duties while under the influence of alcoholic beverages: *illegal drugs/SUBSTANCE*
4. conviction, in any Tribal, Federal or State Court, of driving under the influence of alcohol, or the equivalent crime;
5. failure to disqualify himself under Article VI, Section 10;
6. unnecessary and repeated lengthy delays in hearing and adjudicating matters filed in the Tribal Court;
7. violating Article VIII, Section 13, of this constitution;
8. for good cause by at least seven (7) members of the Tribal Council;

(b) A Judge shall be given full and fair opportunity to reply to any and all charges for which he may be suspended, dismissed or removed from judicial office;

(c) A Judge suspended, dismissed or removed under Article VI, Section 11(a) (1-7) may appeal directly to the Tribal Court of Appeals which shall have jurisdiction over such matters. Removal of a Judge under Article VI, Section 11 (a) (8), shall be determined solely by the Tribal Council.

Section 12. Right to Appeal. Any party to a civil action, or a defendant in a criminal action, who is dissatisfied with the judgment or verdict may appeal therefrom to the

Tribal Court of Appeals. All matters of law and procedure may be decided by the Court of Appeals. Findings of fact shall be made by the Trial Court and shall be reviewable only when arbitrary or capricious.

Section 13. Rights of Defendants. The Hualapai Tribe, in exercising its powers of self-government, shall not:

- (a) subject any person for the same offense to be twice put in jeopardy;
- (b) compel any person in any criminal case to be a witness against himself;
- (c) deny to any person in a criminal proceeding the right to a speedy trial, to be informed of the nature and cause of the accusation, to be confronted with the witnesses against him, to have compulsory process for obtaining witnesses in his favor, and to have the assistance of an advocate for his defense admitted to practice before the Tribal Courts;
- (d) require excessive bail, impose excessive fines, or inflict cruel and unusual punishments;
- (e) pass any bill of attainder or ex post facto law; or (f) deny to any person accused of an offense punishable by imprisonment the right, upon request, to a trial by jury of not less than six persons.

Section 14. Court Rules. The duties and procedures of the tribal court system, and all other court matters not enumerated in this article of the constitution, shall be established by the Hualapai Judiciary, except that the Tribal Council may by ordinance alter such procedures consistent with this constitution.

ARTICLE VII - THE TRIBAL ADMINISTRATION

Section 1. Executives. The tribal administration shall consist of the Chairperson, Vice Chairperson, Secretary and Treasurer of the Tribal Council and such other persons as the Tribal Council or their designee may find necessary for conducting tribal business. The Chairperson shall be in charge of the tribal administration in accordance with Section 2 of this article.

Section 2. Duties. The tribal administration shall oversee the administration of tribal business and shall exercise those authorities delegated to it by the Tribal Council.

ARTICLE VIII - ELECTIONS

Section 1. General Elections. General elections to vote for council members shall be held in even numbered years on the first Saturday in June beginning in 1992. The voting place shall be at Peach Springs, Arizona. General elections before 1992 shall be held in accordance with the Amended Constitution and Bylaws of the Hualapai Tribe effective October 22, 1955.

Section 2. Special Elections. Special elections shall be held when called for by the Tribal Council, by this constitution, or by the voters as provided in this constitution or appropriate ordinances. In all special elections, adequate notice shall be given to the voters and the Tribal Council shall specify the voting places.

Section 3. Election Board. At least one-hundred-twenty (120) days before each general election, or no less than ten (10) days before calling a special election, the Tribal Council shall appoint an Election Board. All members of the Election Board must be members and eligible voters of the Hualapai Tribe. The duties, procedures, structure and compensation of the Election Board shall be included in the election ordinance.

Section 4. Nominations. Any tribal member may submit his name to the Election Board as a candidate for tribal office in accordance with this article and the procedures outlined in the election ordinance.

Section 5. Qualifications for Office.

(a) Any member of the Hualapai Tribe shall be eligible to run for tribal office if he:

(1) is at least twenty-five (25) years of age, and

(2) is a resident of the reservation for at least one (1) year, and

(3) has never been convicted of a felony or been convicted of three (3) misdemeanors within the last twelve (12) months, whether by Tribal, Federal, or State Court.

(b) For purposes of this section, all reservation trust lands, and all trust allotments held for the Tribe or its members, shall be considered part of the reservation.

(c) Persons attending school full time or in the military shall be considered residents for purposes of this section.

Section 6. Voting Age. All tribal members who are eighteen (18) years of age or older on the date of any tribal election shall be entitled to vote in the election.

Section 7. Ballots. All elections shall be by secret written ballot.

Section 8. Absentee Voting. Absentee voting may be permitted by ordinance adopted by the Tribal Council.

Section 9. Selection of Chairperson and Vice Chairperson. The selection of Chairperson and Vice Chairperson shall be by popular vote in accordance with the applicable provisions of the election ordinance and Section 10 of this article.

Section 10. Primary Elections. In any general election where three (3) or more candidates are seeking the position of Chairperson, or the position of Vice Chairperson, there shall be a primary election held at least thirty (30) days before the general election. A person may not run for both positions of Chairperson and Vice Chairperson in the primary election. A primary election shall not be held for other council member positions but shall be limited to the positions of Chairperson and Vice Chairperson. The primary election shall narrow the list of candidates for Chairperson and Vice Chairperson down to two (2) candidates who shall run off in the general election. A primary which results in a tie between two (2) or more candidates shall be decided in the general election. Candidates eliminated during the primary election may still seek the position of council member in the general election. Candidates successful in the primary election may not run for the position of council member in the general election.

Section 11. Election Results. The candidates receiving the highest number of votes for the available positions shall be declared the winners for those positions. The Election Board shall certify all election results within three (3) days of the date of the election.

Section 12. Tie Votes. In the case of a tie vote between two or more candidates, a special runoff election shall be held after five (5) days but no more than forty-five (45) days after the election results are certified by the Election Board. All eligible voters shall be permitted to vote in any runoff election.

Section 13. Challenges to the Election Results. Any tribal member may challenge election results by filing a suit in Tribal Court within ten (10) days after the Election Board certifies the election results. The Tribal Court shall hear and decide election cases within thirty (30) days after the Election Board certifies the results, except where the party challenging the Election Board's decision requests additional time which may

be granted at the discretion of the Tribal Court, Provided, That only one extension of time may be granted. If the Tribal Court invalidates the election results, the Court shall order that a new election be held as soon as possible.

Section 14. Oath of Office. The oath of office for newly elected Tribal Council members shall be administered no later than sixty (60) days after the election results are certified. In the first election in 1992, the oath of office shall be administered immediately after the election results are certified.

Section 15. Election Ordinance. In all tribal elections, the Tribal Council shall have the power to prescribe ordinances governing the casting and canvassing of ballots, and other necessary details of election procedures.

ARTICLE IX - BILL OF RIGHTS

The Hualapai Tribe, in exercising its powers of self-government shall not:

- (a) make or enforce any law prohibiting the free exercise of religion, or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble and to petition for redress of grievances;
- (b) violate the right of the people to be secure in their persons, houses, papers, and effects against unreasonable search and seizures, nor issue warrants, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched and person or thing to be seized;
- (c) take any private property for a public use without just compensation; or
- (d) deny to any person within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law.

ARTICLE X - DUTIES OF THE OFFICERS

The duties of the Chairperson, Vice Chairperson, Secretary and Treasurer shall be established by ordinance enacted by the Tribal Council.

ARTICLE XI - LAND

Section 1. No Allotments. All lands within the jurisdiction of the Tribe shall remain

tribal property and shall not be divided by allotment in any way whatsoever to individuals, groups of individuals, or any other entity.

Section 2. Assignments. Assignment of land for private use may be made by the Tribal Council in conformity with ordinances which may be adopted on this subject, Provided, That assignments once granted shall not be revoked absent good cause. Title to the assigned lands shall not vest in the assignee.

Section 3. Land Use Ordinance. A comprehensive land use ordinance shall be adopted as soon as possible after the adoption of this constitution. The ordinance shall include sections on timber management and fuel wood cutting, zoning, wildlife management, cattle management, and other natural resources management.

Section 4. Limited Power to Develop Natural Resources. The Tribal Council shall not develop on a commercial or industrial basis any natural resources of the Tribe without the consent of the majority of the total number of eligible voters of the Tribe. Small scale development of natural resources involving less than \$50,000.00 may be approved by the Tribal Council without the approval of the voters so long as the intent of this provision is not violated. Any tribal member may enforce this section in Tribal Court which shall have jurisdiction over these matters.

ARTICLE XII - MEETINGS OF THE TRIBE

The Tribal Council may from time to time call general meetings of all voters of the Tribe to identify and discuss important tribal matters. A minimum of two general meetings shall be held each year.

ARTICLE XIII - REFERENDUM AND INITIATIVE

Upon petition of at least twenty-five (25) percent of the eligible voters of the Tribe, or upon the request of the majority of the members of the Tribal Council, any enacted or proposed ordinance, resolution or other official action of the Tribal Council shall be submitted by the Tribal Council to popular initiative or referendum and the vote of the majority of the qualified voters in such initiative or referendum shall decide whether the ordinance, resolution or other official action shall thereafter be in effect, Provided, That twenty-five (25) percent or more of the eligible voters shall vote in such initiative or referendum. Official petition forms shall be issued by the Tribal Secretary and shall be circulated and completed within one-hundred-twenty (120) days of the date of issuance. The Secretary shall notify the petitioners of the number of required signatures for a valid petition. The Tribal Council must act within thirty (30)

days of the receipt of a valid petition and must schedule an election on the proposed petition within ninety (90) days thereafter.

ARTICLE XIV - ORDINANCES AND RESOLUTIONS

Section 1. Ordinances. All final decisions on matters of permanent interest shall be embodied in ordinances. Such enactments shall be available for inspection by members of the Tribe during normal business hours.

Section 2. Resolutions. All final decisions on matters of temporary interest where a formal expression is needed shall be embodied in a resolution, noted in the minutes, and shall be available for inspection by members of the Tribe during normal business hours.

Section 3. Form. All ordinances and resolutions shall be dated and numbered and shall include a certificate showing the presence of a quorum and the number of members voting for and against the proposed enactment.

Section 4. Review. The Tribal Council shall submit Tribal laws and enactments to the Secretary of the Interior for his review, comment and approval only when required to do so by federal law.

ARTICLE XV - AMENDMENTS

The Constitution may be amended by a majority vote of the qualified voters of the Tribe voting at an election called for that purpose by the Secretary of the Interior. Provided, That at least thirty (30) percent of those entitled to vote shall vote in such election; but no amendment shall become effective until approved by the Secretary of the Interior or until deemed approved by the Secretary by operation of law. It shall be the duty of the Secretary of the Interior to call and hold an election on any proposed amendment at the request of the Tribal Council, or upon presentation of a petition signed by thirty (30) percent of the qualified voters of the Tribe.

ARTICLE XVI - SOVEREIGN IMMUNITY

Section 1. Tribe and Employees Immune from Suit.

- (a) The Hualapai Tribe hereby declares that, in exercising self-determination and sovereignty to its fullest extent, the Tribe is immune from suit except to the extent that the Tribal Council expressly waives sovereign immunity, or as provided by this constitution. No tribal employee or Tribal Council member

acting within the scope of his duties or authority is subject to suit.

Section 2. Waivers of Sovereign Immunity.

(b) Express waivers of sovereign immunity shall require the approval of at least thirty (30) percent of the total number of eligible voters of the Tribe voting in a special election if the waiver may:

- (1) expose the Tribe to liability in excess of \$250,000 dollars, or its equivalent, or
- (2) expose more than one-hundred (100) acres of land to possible foreclosure or encumbrance.

ARTICLE XVII - SAVINGS CLAUSE

All enactments of the Tribe adopted before the effective date of this constitution shall continue in effect to the extent that they are consistent with this constitution.

ARTICLE XVIII - SEVERABILITY

If any provision of this constitution shall in the future be declared invalid by a court of competent jurisdiction, the invalid provision or provisions shall be severed and the remaining provisions shall continue in full force and effect.

ARTICLE XIX - ADOPTION OF CONSTITUTION

This constitution, when adopted by a majority vote of the registered voters of the ~~Hualapai~~ ~~Tribe~~ of the Hualapai Indian Reservation, Arizona, voting at a special election authorized by the Secretary of the Interior in which at least thirty (30) percent of those registered in accordance with Secretarial regulations to vote shall vote, shall be submitted to the Secretary of the Interior for his approval and, if approved by the Secretary of the Interior or by operation of law, shall be effective from the date of such approval.

BYLAWS
OF
HWAL'BAY BA:J ENTERPRISES, INC.

I. REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.01. Certain References. Any reference herein made to "Law" will be deemed to refer to the law of the Hualapai Indian Tribe. Any reference herein made to "GCRC" will be deemed to refer to Hwal'bay Ba:j Enterprises, Inc. dba Grand Canyon Resort Corporation. Any reference herein made to GCRC's "Articles" will be deemed to refer to its Plan of Operation, as amended or restated from time to time.

1.02. Seniority. The Law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the Law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

II. SHAREHOLDER

2.01. Ownership. The sole shareholder of GCRC shall be the Hualapai Indian Tribe. Its interests in GCRC may not be sold, transferred, pledged or hypothecated, either voluntarily or involuntarily.

2.02. Voting. The sole right and authority to represent the shareholder is vested in the Hualapai Tribal Council. Tribal Council quorum requirements shall apply to voting as shareholder of GCRC.

2.03. Non-interference. The Board and officers have the authority to run the day-to-day operations of GCRC. The shareholder shall not interfere with or give orders or instructions to the officers or employees of GCRC with regard to the day-to-day operations of GCRC.

III. DIRECTOR POSITIONS AND DIRECTOR COMMITTEES

3.01. Chairman of the Board. The Board may elect an existing director to serve as Chairman of the Board. If elected, the Chairman will preside at all meetings of the Board and be vested with such other powers and duties as the Board may from time to time delegate to him or her. The Chairman of the Board may be elected at the annual meeting of the Board, or at such other special meeting of the Board called in accordance with these Bylaws and the Articles. The Chairman of the Board shall serve at the pleasure of the Board.

3.02. Vice-Chairman of the Board. The Board may elect an existing director to serve as Vice-Chairman to perform the duties of the Chairman in the absence of the Chairman or in the event of his or her death or disability and to perform such other duties as from time to time may be assigned to him or her by the Board. The Vice-Chairman of the Board may be elected at the annual meeting of the Board, or at such other special meeting of the Board called in accordance with these Bylaws and the Articles. The Vice-Chairman of the Board shall serve at the pleasure of the Board.

3.03. Other Board Positions. The Board may elect an existing director(s) to serve in such other positions on the Board as the Board may determine to be necessary or appropriate, with such title and duties as the Board may assign. The Board may elect an existing director(s) to fill such other Board positions at the annual meeting of the Board, or at such other special meeting of the Board called in accordance with these Bylaws and the Articles. These Board positions shall be created (and the director(s) serving such positions shall serve) at the pleasure of the Board.

3.04. Director Committees.

(a) Creation of Committees. Unless the Articles provide otherwise, the Board of Directors (the "Board") may create one (1) or more committees and appoint members of the Board to serve on them. Each committee shall have one (1) or more members, who serve at the pleasure of the Board.

(b) Selection of Members. The creation of a committee and appointment of members to it shall be approved by a majority of the Board members present, having established a quorum.

(c) Required Procedures. Article V of the Articles, which governs meetings, action without a meeting, notice, and quorum requirements of the Board, shall apply to the committees and their members.

(d) Authority. Unless limited by the Articles, each committee may exercise those aspects of the authority of the Board which the Board confers upon such committee in the resolution creating the committee, provided, however, that a committee may not: (i) authorize distributions; (ii) approve or propose to the shareholder any action that requires shareholder approval; (iii) fill vacancies on the Board or on any of its committees; (iv) amend the Articles; (v) adopt, amend or repeal these Bylaws; (vi) approve a plan of merger; or (vii) fix the compensation of directors for serving on the Board or any committee of the Board.

IV. DIRECTOR INDEPENDENCE

4.01. Director Independence Standards. The Board shall comply with the following director independence standards and corporate governance rules. The Board shall also conduct an annual evaluation of each director to determine whether the director is independent using the standards set forth below. Upon completion of such evaluation, each director shall be designated a Non-Independent Director or Independent Director as such terms are defined herein. Each

director shall comply with the related party restrictions set forth in Article V below applicable to such director.

4.02. Definitions. For purposes of this Article IV and Article V:

(a) The term "Independent Director" means any director who meets the qualifications set forth in Section 4.04 below.

(b) The term "Non-Independent Director" means any director who is not an Independent Director.

(c) The term "immediate family members" consist of a person's spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, and anyone (other than domestic employees) who shares such person's home.

(d) The term "executive officer" means GCRC's president, chief executive officer, principal financial officer, principal accounting officer (or, if there is no such accounting officer, the controller), any vice-president, secretary, treasurer, any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for GCRC.

4.03. Disclosure of Independence Determinations. The Board shall disclose the director independence designations to the Hualapai Tribal Council annually in January, as part of report made in such month as required by the Articles.

4.04. Qualification as an Independent Director. No director qualifies as an Independent Director unless the Board affirmatively determines that the director has no material relationship with GCRC (either directly, including as an employee, or indirectly as a partner, shareholder, owner, or officer of an organization that has a relationship with GCRC). The Board may make this determination upon its finding that a director does not have any of the relationships or interests described in this Article IV.

(a) A director is not an Independent Director if the director is, or has been within the last year, an employee of GCRC, or whose immediate family member is, or has been within the last year, an executive officer, of GCRC.

(b) A director is not an Independent Director if the director or an immediate family member has received, during any twelve-month period within the last three years, more than \$50,000 in direct compensation from GCRC, other than director and committee fees and pension or other forms of deferred compensation for prior service (provided such deferred compensation is not contingent in any way on continued service).

(c) A director is not an Independent Director if: (i) the director or an immediate family member is a current partner of a firm that is GCRC's internal or external auditor; (ii) the director is a current employee of such a firm; (iii) the director has an immediate family member who is a current employee of such a firm and who participates in the firm's audit, assurance or tax compliance (but not tax planning) practice; or (iv) the director or an immediate

family member was within the last three years (but is no longer) a partner or employee of such a firm and personally worked on GCRC's audit within that time.

(d) A director is not an Independent Director if the director or an immediate family member is, or has been within the last year, employed as an executive officer of another company where any of GCRC's present executive officers at the same time serves or served on that company's board of directors.

(e) A director is not an Independent Director if the director is a current employee, or an immediate family member is a current executive officer, of a company that has made payments to, or received payments from, GCRC for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of \$250,000 or 2% of such other company's consolidated gross revenues. In the case of GCRC's contributions to tax-exempt organizations that exceed the threshold in the previous sentence, a director will not be considered an Independent Director only if the director is a paid executive officer (exclusive of expense reimbursements) of any such organization.

(f) Nothing in this Article IV prohibits the Board from determining that a director is not an Independent Director based on other relationships or transactions not specifically described in this Article IV.

(g) Nothing in this Article IV prohibits the Board from adopting additional or different qualifications for director membership on a Board committee, it being understood that such qualifications will be separately approved by the Board.

4.05. Composition of the Board. The Board shall be appointed by the Hualapai Tribal Council. Each director appointed or reappointed to the Board on or after November 1, 2008 must be designated as an Independent Director; provided, however, that a member of the Hualapai Indian Tribe may be appointed to the Board on or after November 1, 2008 if: (i) the member is designated as an Independent Director; or (ii) the member is designated as a Non-Independent Director and the Hualapai Tribal Council has been informed of the circumstances resulting in such designation and has approved the appointment of such member to the Board. The Tribal Council will have the right to designate from time to time a member of the Tribal Council or other person who will serve as a nonvoting ex-officio business liaison to the Board (the "Council Business Liaison"), with full power and authority to attend and participate in all meetings of the Board, including executive sessions, and of any Board committee, and who is to be provided with notice of all such meetings as required in the Articles or the Bylaws.

4.06. Code of Ethics. The Board shall comply with a code of ethics that shall be established by the Board and reviewed annually.

V. RELATED PARTY TRANSACTIONS

5.01. Purpose. All business decisions must be made in good faith and in GCRC's and the Hualapai Indian Tribe's best interest. A "conflict of interest" arises when the judgment of a person is influenced by personal interests which are adverse to the best interest of GCRC or the Hualapai Indian Tribe. A conflict situation can arise when a person's activities or interests make

it difficult to perform his or her work objectively and effectively. In addition, a "conflict of interest" can arise when a person's judgment is influenced by the interests of another person with whom such person has a close relationship, such that the interests of the other person impact such person's judgment in a way that is adverse to GCRC's interests. Situations that create either the appearance of a conflict of interest or a potential conflict of interest may also adversely affect GCRC's interests. The Board and officers shall be alert to situations where their judgment could potentially be influenced by personal interests or the interests of another person or situations where it appears as if such judgment is influenced by personal interests or the interests of another person. The Board and officers shall exercise reasonable good faith judgment in recognizing and resolving conflicts, potential conflicts, or the appearance of conflicts of interest before engaging in activities in which these issues may arise in accordance with the following provisions governing Related Party Transactions (defined below).

5.02. Definitions. For the purpose of this Article V:

(a) The term "Related Party" includes: (i) an executive officer, director, or director nominee of GCRC; (ii) a shareholder of GCRC; (iii) a person who is an immediate family member of an executive officer, director, director nominee or shareholder of GCRC; or (iv) an entity in which someone listed in (i), (ii) or (iii) above is an officer of, owns ten percent (10%) or more of the equity interests in, or otherwise controls such entity.

(b) The term "Related Party Transaction" includes each transaction or series of similar transactions involving more than \$25,000 in which GCRC is or was a participant and any Related Party has a direct or indirect material interest, other than: (i) transactions involving charitable or non-profit organizations where the Related Party serves only as a director or chairman of the organization's board of directors for no compensation; and (ii) transactions in which the Related Party's interest arises only (1) from such person's position as a director in the entity involved in the transaction, (2) from the direct or indirect ownership by such person and other Related Parties, in the aggregate, of less than a ten percent (10%) equity interest in the entity involved in the transaction, or (3) the interest arises under both (1) and (2) above.

5.03. Approval Process. Any Related Party Transaction shall be consummated or shall continue only if:

(a) the Board has approved or ratified such transaction in accordance with the guidelines set forth in this Article V; and

(b) the transaction is on terms no less favorable than those that could be obtained in arm's length dealings with an unrelated third party and the Board finds that the terms of the transaction are fair and reasonable.

(c) For purposes of granting approval or ratifying any Related Party Transaction pursuant to Section 5.03(a), the Board shall exclude any director who is a Related Party with respect to such transaction.

5.04. Disclosure. GCRC's directors and executive officers shall promptly bring Related Party Transactions to the attention of the Board so that the transactions may be reviewed in accordance with this Article V. GCRC recognizes, however, that under certain circumstances

it may not be possible or practicable for a director or executive officer to have knowledge of all Related Party Transactions with each Related Party, including immediate family members. Therefore, disclosure of Related Party Transactions is required to the extent the director or executive officer has knowledge or may reasonably obtain such knowledge under the particular facts and circumstances of each situation. Each director or executive officer shall use their discretion in determining whether, and to what extent, it is appropriate to conduct an inquiry as to whether Related Party Transactions may exist.

VI. OFFICERS

6.01. Duties of Officers. Officers of GCRC shall serve at the pleasure of the Board and shall have authority to perform such duties as may be prescribed from time to time by the Board. Each officer of GCRC (in the order designated herein or by the Board) will be vested with all of the powers and charged with all of the duties of his or her superior officer in the event of such superior officer's absence, death, or disability.

6.02. President. Unless otherwise specified by resolution of the Board, the President shall be the principal executive officer of GCRC and, subject to the control of the Board, shall supervise and control all of the business and affairs of GCRC and the performance by all of its other officers of their respective duties and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time. The President will be a proper officer to sign on behalf of GCRC any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture, contract, or other instrument, except in each such case where the signing and execution thereof shall be expressly delegated by the Board, the Articles or by these Bylaws to some other officer or agent of GCRC, or shall be required by Law to be otherwise signed or executed. Absent a specific designation by the Board otherwise, the President of GCRC shall be the chief executive officer of GCRC and shall hold the title of President and "Chief Executive Officer," or such other similar designation thereof until such time as the Board shall otherwise designate.

6.03. Vice-President. If appointed, in the absence of the President or in the event of his/her death or disability, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any such designation, then in the order of their appointment) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. If there is no Vice-President or in the event of the death or disability of all Vice-Presidents, then the Treasurer shall perform such duties of the President in the event of his or her absence, death, or disability. Each Vice-President will be a proper officer to sign on behalf of GCRC any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture, contract, or other instrument, except in each such case where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of GCRC, or shall be required by Law to be otherwise signed or executed. A Vice-President shall perform such other duties as from time to time may be assigned to him/her by the Board.

6.04. Secretary. The Secretary shall: (i) keep the minutes of the proceedings of the shareholder and of the Board and any committee of the Board and all unanimous written consents of the shareholder, Board, and any committee of the Board in one (1) or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of the Articles and these Bylaws or as required by Law; (iii) be custodian of the corporate records and of any seal of GCRC; (iv) when requested or required, authenticate any records of GCRC; and (v) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Board. In the absence of the Secretary, a secretary pro tempore may be chosen by the directors or shareholder as appropriate to perform the duties of the Secretary.

6.05. Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of GCRC; (ii) receive and give receipts for moneys due and payable to GCRC from any source whatsoever, and deposit all such moneys in the name of GCRC in such bank, trust companies, or other depositories as shall be selected by the Board or any proper officer; (iii) keep full and accurate accounts of receipts and disbursements in books and records of GCRC; and (iv) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board. The Treasurer will render to the President, the directors, and the shareholder at proper times an account of all his or her transactions as Treasurer and of the financial condition of GCRC. The Treasurer shall be responsible for preparing and filing such financial reports, financial statements, and returns as may be required by Law.

6.06. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and the Assistant Treasurers, when authorized by the Board, in general, shall perform such duties as shall be assigned to them by the Board.

6.07. Vacancy of President's Office. Whenever an action is required, by the Articles these Bylaws or otherwise, to be taken by the President of GCRC and such office is vacant, such action may, to the extent permitted by Law, be taken by the Chairman of the Board or by any Vice President.

6.08. Code of Ethics. The Officers of GCRC shall comply with a code of ethics that shall be established by the Board and reviewed annually.

VII. OPERATIONAL AND PROCEDURAL MATTERS

7.01. Executive Sessions of the Board. Upon a public majority vote in open meeting of the directors constituting a quorum, the Board may hold closed executive sessions consisting only of the directors and the Council Business Liaison (and, if applicable, the attorneys and the designated representatives described below), but only for the following purposes:

(a) Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of an officer, appointee or employee (except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at an open meeting). The Board shall provide the officer, appointee or employee with written notice of the executive

session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at an open meeting.

(b) Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by tribal law or federal law.

(c) Discussion or consultation for legal advice with the attorney or attorneys of GCRC, or discussions or consultations with designated representatives of GCRC in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

7.02. Monthly Report. The Board will cause the President of GCRC to prepare and deliver a monthly report to the Hualapai Tribal Council regarding the operations and financial condition of GCRC (including a balance sheet and monthly income statement).

7.03. Waivers of Sovereign Immunity; No Oral Contracts; Material Contracts. GCRC shall not waive sovereign immunity or any other immunity (whether pursuant to Article XI of the Plan of Operation or otherwise) without the prior approval of the Board and the prior approval of the Hualapai Tribal Council. GCRC shall not enter into any oral agreements. GCRC shall not apply for trademarks, trade names, copyrights or other intellectual property rights pertaining to its business, all of which are the sole property of the Hualapai Indian Tribe; the Board may from time to time recommend that the Tribal Council consider filing applications as to one or more such rights. Without the prior approval, consent or acknowledgment of the Hualapai Tribal Council, GCRC shall not enter into any of the following:

- (a) any agreement or grant seeking federal or other funding.
- (b) any agreement involving expenditure of funds greater than \$50,000.
- (c) any agreement dealing with property having a value of more than \$50,000.
- (d) any agreement to borrow more than \$50,000.

(e) any agreement with Grand Canyon Skywalk Development, LLC ("GCSD"), Oriental Travel and Tours, Inc. ("OTTI"), or any affiliate of either GCSD or OTTI, including any amendment, restatement or other modification thereof.

7.04. Limited Liability of Directors. A director shall not be liable to GCRC or its shareholder for money damages for any action taken or any failure to take any action as a director, except liability for any of the following: (a) the amount of a financial benefit received by a director to which the director is not entitled, (b) an intentional infliction of harm on GCRC or its shareholder, or (c) an intentional violation of criminal law.

VIII. DISTRIBUTIONS

8.01. Distributions. Subject to such restrictions or requirements as may be imposed by Law or GCRC's Articles or as may otherwise be binding upon GCRC, the Board may from time to time declare, and GCRC may pay or make, dividends or other distributions to its shareholder.

IX. CORPORATE SEAL

9.01. Corporate Seal. The Board may provide for a corporate seal of GCRC that will have inscribed thereon any designation including the name of GCRC, the year of incorporation, and the words "Corporate Seal."

X. AMENDMENTS

10.01. Amendments. These Bylaws may be amended from time to time by (and only by) the Hualapai Tribal Council. The Board may from time to time recommend amendments to these Bylaws for consideration of the Tribal Council.