

**AGREEMENT TO AMEND COMPACT  
BETWEEN THE HUALAPAI TRIBE  
AND THE STATE OF ARIZONA**

Consistent with the Compact and A.R.S. § 5-601.02(C), the Hualapai Tribe (the "Tribe") and the State of Arizona (the "State") hereby enter into the following Agreement to Amend Compact (the "Agreement") this 19 day of December, 2008.

**DECLARATION OF POLICY AND PURPOSE**

WHEREAS, the Tribe and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign; and

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168 (the "Act") which requires a tribal-state compact negotiated between a tribe and a state in order to conduct Class III Gaming Activities on the Indian Lands of a tribe; and

WHEREAS, the Tribe and the State have entered into a tribal-state gaming compact pursuant to the Act and consistent with the provisions of Title 5, Chapter 6 of the Arizona Revised Statutes known as "The Hualapai Tribe - State of Arizona Gaming Compact" (the "Compact"); and

WHEREAS, the Tribe and the State desire to amend certain provisions of the Compact pursuant to Section 17(c) of the Compact;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Tribe and the State agree as follows:

**AGREEMENT**

1. The Tribe and the State agree to amend the following listed, and attached, provisions of the Compact:

- (A) Section 2(n) – Definition of "Gaming Facility" (attachment 1);
- (B) Section 4(d) – Vendor licensing and certification (attachment 2);
- (C) Sections 5(i) and (n) – Employee licensing and certification (attachment 3);
- (D) Section 3(m) – Wager limitations (attachment 4);
- (E) Section 3(d) – Transfer pools (attachment 5);
- (F) Section 12(e) – Contribution schedule (attachment 6);
- (G) Section 7(g) – Compact compliance review (attachment 7);
- (H) Section 3(d)(8) – Transfer audits (attachment 8); and

(I) Section 6(g) – Reporting to State Gaming Agency (attachment 9).

2. The deletions to Compact language agreed upon by the Tribe and the State by operation of this document are shown in the nine (9) attached Compact provisions referenced in paragraph one (1) of this Agreement (which are incorporated herein by this reference) with a ~~strikeout~~.

3. The additions to Compact language agreed upon by the Tribe and the State by operation of this document are shown in the nine (9) attached Compact provisions referenced in paragraph one (1) of this Agreement by being placed in bold typeface and underlined.

4. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement and no other statement, agreement, or promise made by any party, officer, or agent of any party shall be valid or binding. The Tribe and the State do not agree, or intend, to amend any provisions of the Compact other than as specifically shown in the nine (9) attachments to this Agreement, and the Compact, to include the newly amended provisions, shall remain in full force and effect following the date this Agreement becomes effective.

5. Each of the undersigned represents that he or she is duly authorized and has the authority to execute this agreement on behalf of the party for whom he or she is signing and that this Agreement is a contractual agreement which is valid, enforceable and binding upon the parties.

6. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States, and the Tribe and the State.

7. This Agreement shall become effective once it has been fully executed on behalf of both the Tribe and the State, it is approved by the Secretary of the Interior, and notice of the Secretary of the Interior's approval is published in the Federal Register pursuant to the Act.

8. This Agreement is executed in three original documents; one shall be maintained by the Chairperson of the Tribe, one shall be maintained by the Governor of the State and the third shall be sent to the Secretary of the Interior for approval.

9. The Tribe and the State have agreed to use the particular language in this Agreement, and no ambiguity in this Agreement shall be construed against either party. Terms in this Agreement that are not defined shall have the meaning given to them in the Compact.

10. The parties may renegotiate provisions of this Agreement pursuant to the Compact. This Agreement may be amended and modified only in writing in a document signed by the parties.

11. The Tribe and the State agree to incorporate herein all provisions of the Compact which are not amended by operation of this Agreement, to include, among all the others, the dispute resolutions provisions in Section 15.

12. Each provision of this Agreement, and each Compact amendment effectuated by this Agreement, shall stand separate and independent of every other. If a court of competent jurisdiction finds any provision of this Agreement, or any Compact amendment effectuated by

this Agreement, to be invalid or unenforceable, it is the intent of the parties that the remaining provisions and amendments shall remain in full force and effect to the extent possible.

By: Wilfred Whatoname, Sr.  
Wilfred Whatoname, Sr., Chairman  
Hualapai Tribe

DATE: 1/5/08

By: Janet Napolitano  
Janet Napolitano, Governor  
State of Arizona

DATE: 1-12-09



**ATTESTED TO:**

ARIZONA SECRETARY OF STATE

By: Janice K. Brewer  
Janice K. Brewer  
Arizona Secretary of State

DATE: 1-14-09

**APPROVED:**

By: George T. Skibine  
George T. Skibine  
Deputy Assistant Secretary  
for Policy and Economic Development  
Office of the Assistant Secretary - Indian Affairs

DATE: FEB 23 2009