

RESOLUTION NO. 194 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

**A Resolution Approving the Cliff Castle Casino and Hotel General Manager
Employment Agreement with Rojelio Rubio**

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (the “Constitution”) as provided under Article V(a) of the Constitution; and
- WHEREAS:** The Council, as the legislative body of the Nation, is authorized to enact resolutions necessary or incidental to the exercise of its authority, and to take any and all actions necessary and proper for the exercise of its Constitutional powers and duties, including those powers and duties not enumerated in the Constitution, and all other powers and duties now or hereafter delegated to the Tribal Council, or vested in the Tribal Council through its inherent sovereignty, as provided under Article V (v) and (w), respectively, of the Constitution; and
- WHEREAS:** The Council is authorized to manage all tribal economic affairs and enterprises as provided under Article V(i) of the Constitution; and
- WHEREAS:** The Cliff Castle Casino and Hotel (“Casino”) is a wholly owned Subordinate Economic Organization of the Nation established under Title 36 of the Nation’s Tribal Code (The Cliff Castle Casino Business Code) and under Title 36 the Tribal Council has retained exclusive authority to hire the Casino’s General Manager; and
- WHEREAS:** The General Manager position at the Casino has recently become vacant and the Council, after completing the recruitment process, has selected Rojelio Rubio to be employed as the new General Manager for the Casino and the Tribal Council and Mr. Rubio now wish to document the terms of that employment relationship under the terms and conditions set forth in the attached “Cliff Castle Casino and Hotel General Manager Employment Agreement with Rojelio Rubio” (“Agreement”), attached to this Resolution as **Exhibit A** and incorporated herein by reference; and
- WHEREAS:** The Council has reviewed the Agreement and deems it to be in the Nation’s best interest to approve the Agreement with Mr. Rubio in accordance with its terms and conditions.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the Cliff Castle Casino and Hotel General Manager Employment Agreement with Rojelio Rubio, in the form as set forth in **Exhibit A** attached hereto and incorporated herein by reference.

BE IT FINALLY RESOLVED that the Chairwoman and Vice-Chairman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on October 20 2022, by a vote of 7 7 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.


Tanya Lewis, Chairwoman

ATTEST:


Karla Reimer, Council Secretary

Approved as to form:


Office of the Attorney General

EXHIBIT A

Cliff Castle Casino and Hotel General Manager Employment Agreement with
Rojelio Rubio

October 20, 2022

CLIFF CASTLE CASINO AND HOTEL GENERAL MANAGER EMPLOYMENT AGREEMENT WITH ROJELIO RUBIO

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into effective October 20, 2022 (“Effective Date”), by and between Cliff Castle Casino and Hotel (“Casino”), a Subordinate Economic Organization of the Yavapai-Apache Nation (“Nation”), and Rojelio Rubio (“Employee” or “General Manager”).

WHEREAS, Casino is a Subordinate Economic Organization of, and wholly owned by, the Yavapai-Apache Nation, a federally recognized Indian Tribe located within the Yavapai-Apache Reservation at Camp Verde Arizona; and

WHEREAS, As provided under the Nation’s Constitution, the Tribal Council (“Council”) is the governing body of the Nation and the Council is responsible for the management of the Nation’s economic affairs and enterprises, including the Casino as a Subordinate Economic Organization of the Nation; and

WHEREAS, Under Title 36 of the Nation’s Code of Laws (“Title 36” or “Casino Code”) the Council has retained exclusive authority to hire and discharge the Casino’s General Manager (“General Manager” or “GM”); and

WHEREAS, The Nation wishes to hire Employee in the capacity of General Manager, a position in which Employee is responsible for management of the overall day-to-day operations of the Casino, and Employee is willing to accept said employment in accordance with the Terms and Conditions set out in this Agreement and to perform the duties incident to such employment upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, mutual covenants, and representations herein contained, Casino and Employee agree as follows:

1. Employment and Duties

1.1 Employee is hereby employed, and Employee accepts employment, as the General Manager of Casino in accordance with the Terms and Conditions of this Agreement and under which Employee agrees to perform all duties incident to the position of General Manager, including, but not limited to, (i) the Duties required under the Nation’s Casino Code (as may be amended by the Council); and (ii) the duties set forth in the “Position Description” (as may be modified periodically by the Council in writing) both of which documents are attached to this Agreement as **Exhibit A** and incorporated herein by this reference, and such additional duties as may be assigned from time to time by the Council and set forth in specific written directives from the Council to the General Manager. All such written directives shall be from the Council in its capacity as the Nation’s Governing Body and as the GM’s supervisor.

1.2 As GM, Employee is the person primarily responsible for carrying out the overall operation and business management of the Casino as delegated under this Agreement and the Casino Code. Employee shall be responsible for the strategic direction and operations of the Casino and shall have the general authority and responsibility, subject to the oversight of the Council as specified in this Agreement and under the Casino Code, for formulating policies and administering the day-to-day business of the Casino.

1.3 Employee shall abide by all applicable laws and regulations in performing his duties under this Agreement. Employee shall maintain certification as a primary management official/key employee by the Arizona Department of Gaming and shall maintain Employee's gaming license issued by the Yavapai-Apache Tribal Gaming Commission in good standing throughout the Term of this Agreement.

1.4 During the term of this Agreement, excluding any periods of vacation and sick leave to which Employee is entitled, Employee shall devote all of his full business time, ability, and attention to the day-to-day business operations and overall management of the Casino, and to the performance of his duties hereunder and he agrees to use his best efforts to perform all such responsibilities faithfully and efficiently. Employee shall not, directly or indirectly, engage in any other business, either as an employee, employer, consultant or in any other capacity, whether for compensation or otherwise, without the prior written consent of the Council.

1.5 The Employee's employment is subject to the Casino's personnel policies and procedures as such policies and procedures may be amended from time to time, except to the extent they conflict with the terms of this Agreement or applicable laws of the Nation. Any conflict between this Agreement and the Casino's personnel policies and procedures shall be governed by and resolved consistent with the terms of this Agreement.

1.6 As provided under the Casino Code, Employee shall report directly to the Council concerning the day-to-day operations of the Casino and shall answer to the Council in all aspects of his employment.

2. Term of Agreement

2.1 This agreement shall become effective on the effective date specified hereinabove ("Effective Date"). The Employee's term of employment shall, unless terminated earlier in accordance with this Agreement, end two (2) years after the Effective Date. The term of this Agreement may be extended by mutual written agreement of the parties. Without prejudice to any other remedy to which the Casino may be entitled, the parties may terminate Employee's employment hereunder prior to the expiration of the term of this Agreement as specified in Section 4 of this Agreement or by mutual written agreement of the parties.

3. Compensation

3.1 **Annual Salary.** In consideration of the services to be provided by Employee under this Agreement, Employee shall be paid a salary of **One-Hundred Ninety Thousand Dollars (\$190,000.00) per annum**, less such taxes, deductions, or other amounts as are required to be deducted or withheld by applicable laws or as are authorized by the Employee ("Compensation"), and payable in equal installments in accordance with the Casino's payroll practices in effect from time to time.

3.2 **Goals and Objectives.** The Council, in consultation with Employee, will, within 60 days of the Effective Date of this Agreement, meet with Employee to set Employee's annual goals and objectives. Subsequent annual goals and objectives shall be set within 30 days of the anniversary of the Effective Date for each subsequent year of this Agreement. All such goals and objectives shall be reduced to a written Statement of Goals and Objectives for the General Manager, Cliff Castle Casino and Hotel, shall be approved by the Council by Resolution, signed by the General Manager and the Chairperson of the Tribal Council, and appended to this Agreement as an addendum. The Statement of Goals and Objectives shall specify the broader general long-term goals for the General Manager and the Cliff Castle Casino and Hotel as well as the specific short-term objectives to be achieved in order to achieve each

specified goal. The Council, together with Employee, shall review the Statement of Goals and objectives no less frequently than bi-annually to assess progress and determine whether adjustments are necessary. Any failure by Employee to achieve established goals and objectives may, in the complete discretion of the Council, constitute cause to terminate this Agreement under Section 4.1 below.

3.3 Employee shall be reimbursed for ordinary and necessary reasonable business expenses incurred in connection with his employment, in accordance with the Casino's then-current policies.

3.4 Beginning on the Effective Date of this Agreement, Employee shall be entitled to such fringe benefits, including but not limited to health insurance, dental, vision, life insurance, participation in the Casino's retirement plan, vacation time, and sick leave and all other benefits provided to all other employees under the Casino's personnel policies ("Benefits"), as said policies may be amended from time to time.

3.5 Notwithstanding anything to the contrary in this Agreement or in the Employment Policies of Casino, Employee shall be entitled to the following:

(a) The Casino shall pay Employee's gaming licensing fees, including the annual renewal fee of \$250.00 accruing during each year of the Term of this Agreement.

4. Termination of Employment

4.1 Termination without Cause by Nation or Employee. Either the Nation or Employee may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

4.2 Employee's Compensation upon Termination. Upon termination of this Agreement by either the Nation or Employee, Employee will be paid all accrued but unpaid salary, earned but unused vacation time, and any other Compensation which is accrued and unpaid as of the date of termination ("Accrued Compensation").

4.3 Any termination of this Agreement and Employee's employment by the Council as provided herein shall not constitute a breach of this Agreement by the Casino.

5. Confidentiality, Non-Solicitation and Non-Compete.

5.1 Preservation and Non-Use of Confidential Information.

5.1.1 Employee acknowledges that he has a fiduciary duty as an officer and employee of the Casino not to discuss or disclose Confidential Business Information obtained during his employment with the Casino with any individual or entity other than (i) the Council, (ii) other Casino employees who have a need to know such information in the Course of Employee's administration of his duties as GM, or (iii) as otherwise authorized by the Council for purposes associated with GM's conduct of the business of the Casino. For purposes of this Agreement, "Confidential Business Information" means any and all confidential information of the Casino, including, but not limited to, creative campaigns, financial information, proprietary information, operational information, or any other information the disclosure of which could in any way disadvantage the Casino. Employee agrees to hold and safeguard, for the exclusive benefit of the Casino, all Confidential Business Information acquired or developed by Employee or by the Casino during the employment relationship established by this Agreement.

5.1.2 Employee agrees not to use Confidential Business Information, during the term

of this Agreement or after its termination, for any personal or business purpose, either for his own benefit or that of any other person, corporation, government, Indian Tribe, or other entity. Employee covenants that he will not, whether during the Term of this Agreement or at any time following its termination, and without the prior written consent of the Council, misappropriate, use for his own advantage, disclose or otherwise make available Confidential Business Information of the Casino or of the Nation to any person or entity, provided, however, that Employee may, in the good faith performance of Employee's duties under this Agreement, disclose Confidential Business Information to persons having a need to know such information for the benefit of the Casino.

5.1.3 Employee further agrees that, except as otherwise provided herein, he will not disclose or disseminate any Confidential Business Information, directly or indirectly, at any time during the term of this Agreement or after its termination, to any person, agency, or court unless compelled to do so pursuant to legal process (e.g., a summons or subpoena) or otherwise required by law and then only after providing the Council with prior notice and a copy of the legal process. Before disclosing Confidential Business Information under order of legal process, Employee shall first give prompt written notice to the Council of the fact that Employee has been served with legal process which may require the disclosure of Confidential Business Information. Upon termination of Employee's employment under this Agreement, Employee shall immediately return to the Casino and/or the Nation, all Confidential Business Information in his possession or under his control. Employee agrees that he will not retain any copies or reproductions of any Confidential Business Information.

5.1.4 Employee recognizes that irreparable harm will result to the Casino and/or the Nation if Employee were to breach the covenants of confidentiality set out in this Section 5 of this Agreement. Therefore, Employee agrees that, notwithstanding the Dispute Resolution provisions set out in Section 6 below, Casino and/or the Nation shall have the right, in addition to and not in lieu of any other remedies which may be available at law or in equity, to apply to any court of competent jurisdiction to restrain, temporarily and permanently, Employee from violating the provisions of this Section 5.

5.2 Non-Solicitation. Employee agrees that while employed under this Agreement, and for a period of two (2) years from the termination of his employment under this Agreement and without regard to the reason for said termination, Employee will not, directly or indirectly (by himself or in conjunction with any other person, casino or organization), solicit or induce or attempt to solicit or induce any employee of the Casino to terminate their employment in order to take employment with a business competing with Casino. In addition, Employee shall not divert or attempt to divert any employee, clients, or business prospects of the Casino for any personal or business purpose, either for his own benefit or that of any other person, corporation, government, or entity other than the Casino.

5.3 The conditions, obligations and remedies set forth in this Sections 5 shall survive termination of this Agreement.

6. Dispute Resolution and General Matters.

6.1 The laws of the Yavapai-Apache Nation shall govern this Agreement. Nothing in this Agreement shall be deemed or construed to waive the sovereign immunity of the Nation or of the Casino as a Subordinate Economic Organization of the Nation, except as expressly set forth in this Section 6.1. In recognition of the respectful business relationship between the Nation and Employee, the parties shall use their best efforts to resolve disputes arising under this Agreement through good faith negotiations

whenever possible. If claims or disputes between Employee and Casino and/or the Nation arising under this Agreement are not resolved to the Parties mutual satisfaction through negotiation within sixty (60) days from the start of negotiations, then the parties may settle the dispute or claim through an action filed in the Tribal Court of the Yavapai-Apache Nation as follows:

A. Tribal Court Action. At any time, with or without exhausting all remedies available under the laws of the Yavapai-Apache Nation, either the Casino or Employee may elect to submit any disputes arising under this Agreement to the Yavapai-Apache Nation Tribal Court ("Tribal Court") for resolution ("Tribal Court Action"). Both parties shall be obligated to proceed by said Tribal Court Action as the exclusive means of resolving disputes hereunder Consistent with the limited waiver of sovereign immunity given by the Casino and set out expressly below, the parties agree to the exclusive jurisdiction of the Yavapai-Apache Nation Tribal Court for resolution of all disputes under this Agreement. Any award entered by the Tribal Court against the Employee may be confirmed and enforced in any court of competent jurisdiction, including, but not limited to, the Yavapai-Apache Nation Tribal Court. Notwithstanding anything in this Agreement to the contrary, the prevailing party in any such Tribal Court Action shall be entitled to reimbursement for its attorney's fees and all costs associated with the Tribal Court Action and its enforcement. In any Tribal Court Action conducted under the provisions of this Section, both parties shall have the right to conduct discovery, to call witnesses and to cross-examine the opposing party's witnesses, either through legal counsel, expert witnesses, or both.

B. Limited Waiver of Sovereign Immunity. In order to provide for dispute resolution and the enforceability of this Agreement by Tribal Court Action as provided hereinabove, The Casino agrees to a limited waiver of its sovereign immunity as follows: (1) Casino agrees that all unresolved disputes arising under this agreement shall be submitted to the Tribal Court as provided above under Subsection A and that such Tribal Court Action shall be the exclusive means of dispute resolution under this Agreement; (2) Casino agrees that the Yavapai-Apache Nation Tribal Court shall have subject matter jurisdiction over the resolution of disputes arising under this Agreement for the limited purpose of resolving all disputes between Casino and Employee arising under this Agreement ; (3) The waiver of sovereign immunity provided by Casino hereunder shall not be construed to empower the Tribal Court to enter an award, or to enforce any award, that reaches or encumbers the assets or property of the Yavapai-Apache Nation other than those assets of Casino intended for the payment of Compensation to Employee for his Services under this Agreement up to but not exceeding the amount of earned but unpaid Compensation ("Accrued Compensation") as defined under the Agreement, and only the assets of Casino up to the limit of said Accrued Compensation shall be liable for the satisfaction of any such award made by the Tribal Court; (4) it is acknowledged and agreed between Casino and Employee that the limited waiver of sovereign immunity provided by this Section 6.1B of this Agreement shall extend only to disputes between the Casino and/or the Nation and Employee and shall apply only to a Tribal Court Action by Employee to resolve any dispute or claim arising under this Agreement, and that this limited waiver shall therefore not extend to or be effective as to any claim or action against Casino and/or the Nation by any party other than Employee (including without limitation any purported third party beneficiary of this Agreement); and (5) Casino's (and/or the Nation's) liability for any recovery by Employee by Tribal Court Action as provided for hereunder shall be limited to actual unpaid contractual obligations (compensatory damages payable as Accrued Compensation) and/or specific performance, and shall not in any case include general, consequential, incidental, special, punitive or any other damages, whether in tort or contract, all of which are hereby expressly declared to be outside of the scope of the waiver of sovereign immunity provided for under this Agreement. Casino's (and/or the Nation's) total liability to Employee for compensatory damages under any Tribal Court Action as provided for hereinabove shall in no case exceed earned but unpaid Accrued Compensation owed by Casino to Employee for the Services provided by Employee under this Agreement up to but not exceeding the amount of any Accrued Compensation determined by the Tribal Court Action to be earned but not paid.

6.2 Headings in this Agreement are for convenience and reference only and shall not be used to construe its provisions or to provide any substantive meaning.

6.3 This Agreement or any right accruing to Employee under the Agreement, may not be assigned or transferred in whole or in any part by the Employee. The Nation shall have no obligation to recognize any purported assignment or transfer of this Agreement.

6.4 This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior written or oral negotiations, representations, and agreements. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by the Nation and Employee. No waiver of any provision of this Agreement (including any failure or refusal to enforce this Agreement or to assert a violation thereof) shall constitute a subsequent waiver of that or any other provision of this Agreement.

6.5 Any notice required or permitted under this Agreement shall be deemed to have been given if delivered personally or sent by registered or certified mail, postage prepaid to the parties as follows:

Yavapai-Apache Nation
Office of the Chairperson
2400 west Datsi Street
Camp Verde, Arizona 86322

Rojelio Rubio
2200 Beauty Circle
P.O. Box 222
Camp Verde, AZ 86322

6.6 This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures by telecopy shall be binding as originals

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of October 20, 2022.

Yavapai-Apache Nation:



Tanya Lewis, Chairwoman

Employee:

Rojelio Rubio

Approved as to Form:



Anthony Scott Cantu
Attorney General
Yavapai-Apache Nation

EXHIBIT A
TO:

**CLIFF CASTLE CASINO GENERAL MANAGER EMPLOYMENT
AGREEMENT WITH ROJELIO RUBIO**

**Yavapai-Apache Nation
Casino Code
and
Position Description - General Manager**

October 20, 2022

CLIFF CASTLE CASINO BUSINESS CODE

TITLE 36

CLIFF CASTLE CASINO BUSINESS CODE

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Section 101. PURPOSE

To establish Cliff Castle Casino, a Subordinate Economic Organization of the Yavapai-Apache Nation, define Cliff Castle Casino's powers, its financial responsibilities, the authority of its General Manager, and for other purposes.

Section 201. DEFINITIONS

- A. "CCC" means Cliff Castle Casino and Hotel.
- B. "Council" means the Yavapai-Apache Nation Tribal Council.
- C. "Finance Director" means the Nation's Finance Director.
- D. "IGRA" means the Indian Gaming Regulatory Act of 1988, 25 U.S.C.A. §§ 2701-2721.
- E. "Nation" means the Yavapai-Apache Nation.
- F. "SEO" means Subordinate Economic Organization.
- G. "TGO" means the Tribal Gaming Office, which is the tribal regulatory agency designated by action of the Tribal Council as the entity which shall exercise civil regulatory authority of the Nation over Class II and Class III gaming activities pursuant to the Nation's Gaming Code.

Section 301. ESTABLISHMENT

A. There is established a Subordinate Economic Organization ("SEO") of the Yavapai-Apache Nation ("Nation") to be known as Cliff Castle Casino ("CCC"), an economic subdivision of the Yavapai-Apache Nation.

B. CCC is an integral part of the Nation organized to perform an essential governmental function of the Nation, with all revenues restricted to public purposes and serving the Nation's interests rather than for private gain. CCC is subject to the ultimate financial and managerial control by the Nation's Tribal Council ("Council"). When exercising Council delegated powers, CCC maintains the full measure of the Nation's sovereign immunity, the Nation's exemption from federal and state taxation, and the Nation's right to be treated as a state for the purposes of Section 7871 of the Internal Revenue Code of 1986, as amended from time to time.

C. CCC promotes the economic self-sufficiency of the Nation by generating revenues through the operation of a casino, hotel, convention center, restaurant(s), and family entertainment center for or on behalf of the Nation, in part to make up for property tax revenues funding state, county and local government operations and which revenues

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are generally unavailable to the Nation. CCC performs such other duties and responsibilities as may be assigned periodically to CCC by the Council. CCC shall have no private shareholders.

Section 302. COUNCIL DELEGATED POWERS TO CCC

A. CCC shall have the power to administer and operate the business of CCC, including hiring and firing of CCC staff, entering into agreements on behalf of CCC and managing such assets as the Nation assigns to CCC. In so doing, CCC shall function autonomously on a day-to-day basis while remaining ultimately accountable to the Nation, and specifically to the Council, through the enactment of policies, resolutions, laws, or otherwise as provided for in this Code.

B. CCC may enter into agreements (referred to herein as “contracts” or “agreements”) without specific Council approval only when the following requirements of this Section 302, B and Section 302, C, below, are met:

1. For contracts, the contract value does not exceed \$100,000 and the transaction in question is: a) part of CCC’s ordinary and routine course of business; b) specifically beneficial to CCC; and c) funded by and consistent with the specific allocations of a CCC budget approved pursuant to Section 303, C below.

2. For debt in leasing or purchasing any fixed asset, the debt does not exceed \$100,000 and: a) the transaction must be authorized by a budget that has been approved pursuant to Section 303, C below; and b) significant terms of such transaction must be included in CCC’s report to the Council for the period in which the transaction took place.

3. CCC shall not enter into any agreement or participate in any transaction, without the approval of the Council, which requires expenditures or involves financial obligations in excess of CCC’s budget approved pursuant to Section 303, C below.

4. Council approval is required for any acquisition, conveyance, lease or other disposition of real property by CCC. For any acquisition by CCC of real property, the Council shall determine, by resolution, whether such land shall be owned in fee simple absolute by CCC, in fee simple absolute by the Nation or by the United States in trust for the Nation.

5. Except as expressly provided under the requirements of this Section 302, and in strict accordance with the same, CCC shall have no authority to waive sovereign immunity in any agreement entered into under this Code. CCC is required to regularly consult with the Nation's Attorney General or his/her designee to determine whether agreements entered into pursuant to this Section are consistent with this Section 302 and the Nation’s law, and are otherwise

CLIFF CASTLE CASINO BUSINESS CODE

adequately protective of the Nation's assets. Any agreement that contains, appears to contain, or may be interpreted to contain, a waiver of sovereign immunity must be reviewed and approved in writing by the Nation's Attorney General or his/her designee before the agreement is entered into. Any agreement purporting to waive sovereign immunity without the requisite reviews and approvals of the Attorney General or that otherwise fails to comply with the requirements of this Section 302 is void or voidable.

C. Except as provided in this Section 302, C, there shall be a limit to the liability and financial obligations that CCC can incur without further specific Council approval through resolution.

1. CCC's aggregate liability, obligation and financial exposure shall always remain limited solely and specifically to the assets of CCC. Barring Council directive providing otherwise, such liability, obligation and financial exposure shall never include or obligate any real property, personal property or accounts or any other assets of the Nation, or of any other SEO of the Nation, or of any branch, program, department, affiliate, enterprise, authority, division, subdivision or entity of the Nation. Unless the Council provides otherwise, no liability, obligation, financial exposure or debt of CCC shall extend to those assets transferred from the accounts or business of CCC to the accounts of the Nation or to amounts payable to the Nation by CCC.

2. All obligations incurred by CCC in connection with CCC shall be special obligations of CCC payable solely from the assets of CCC, separate and apart from the rest of the assets of the Nation.

3. CCC's obligations are not general obligations of the Nation.

4. Unless specifically provided otherwise in a separate resolution adopted by the Council, CCC can only assume responsibility and be liable only in its own name, and never in the name of the Nation, or any other Nation branch, program, department, authority, affiliate, enterprise, division, subdivision or entity.

5. No claim for liability or any other payment obligation in relation to the activities of CCC may be brought against the Nation or the Nation's other assets or property, including those of other SEOs, branches, programs, departments, authorities, affiliates, enterprises, divisions, subdivisions or entities by any other name or designation of the Nation. Unless a waiver of sovereign immunity is granted in accordance with this Section 302 or under other applicable law of the Nation, no claim for liability of any kind or any other payment obligation may be brought against CCC.

6. Unless specifically provided otherwise in a separate resolution adopted by the Council, CCC's liability for any project, undertaking or act shall

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always be expressly limited in any contract or other agreement to actual unpaid contractual obligations (compensatory damages) and/or contractual specific performance and shall not include general, consequential, incidental, special or punitive damages.

7. No waiver of sovereign immunity may be implied. Any waiver of sovereign immunity that is approved under this Section 302 shall be: (a) express and unequivocal; (b) set forth in writing; and (c) narrowly tailored and construed.

8. Unless specifically provided otherwise in a separate resolution adopted by the Council:

a. CCC may, subject to the limitations and requirements set forth in this Section 302, waive its sovereign immunity from un-consented suit to resolve disputes (i) in the Yavapai-Apache Nation Tribal Court, (ii) through arbitration, (iii) in Federal Court for the District of Arizona or (iv) in the Arizona State Courts. Any waiver of sovereign immunity given by CCC under this paragraph shall be in writing, and granted in the order of forum preference set forth in this paragraph.

b. The waiver of sovereign immunity contained herein shall extend solely to the parties (including applicable third-party beneficiaries thereto) executing the agreement with CCC, as well as any approved successors and assigns thereof. Such waiver of sovereign immunity does not and shall not be construed to extend to: (i) any person or entity other than such parties, third-party beneficiaries, and approved successors and assigns; or (ii) any claims for general, consequential, incidental, special or punitive damages.

c. The preferential order for the choice of law CCC shall use in resolving disputes under the agreement shall be: (i) the law of the Nation; (ii) the law of the United States; or (iii) the law of the State of Arizona, respectively.

9. No provision herein and no action of CCC shall be deemed or construed to waive the sovereign immunity of the Nation, or any other Nation SEO, branch, program, department, authority, affiliate, enterprise, division, subdivision or entity by any other name or designation of the Nation.

10. Unless specifically provided otherwise in a separate resolution adopted by the Council and to the extent that CCC obtains or provides insurance, bonding or other third-party indemnification pertinent to any agreement, CCC shall not have the authority to waive the sovereign immunity of CCC pursuant to that agreement beyond the limits of the coverage of such insurance, bonding or third-party indemnification applicable thereto. CCC's sovereign immunity is not, and shall not be, waived beyond the limits of such coverage. An insurer,

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bondsman or indemnitor retained by CCC may not avoid its obligations by asserting the sovereign immunity of CCC.

11. Any waiver of sovereign immunity by CCC, its General Manager, agents, employees or representatives resulting through action outside the scope of authority of CCC, its General Manager, agents, employees or representatives not allowed under this Code, or that is otherwise not in compliance with the provisions of this Section 302, is void or voidable.

D. CCC may seek permission from the Council for consent to enter into transactions that are not within the powers delegated to CCC under this Section 302, Subsections A through C above, including the following:

1. Purchasing or leasing real property on behalf of the Nation or encumbering real property owned by the Nation, provided that the subleasing of real property may be conducted by CCC without the Council's approval should a master lease or other document covering such real property approved by the Council so provide;

2. Entering into any contract or otherwise incurring any obligation in connection with an activity that is not within the ordinary course of CCC's business such as, by way of example, construction of significant improvements in real property owned by the Nation or the entry into a new business activity;

3. Entering into any financial obligation, and executing any associated loan documents, contrary to the provisions of Section 302, B, Subsection 2, above; and

4. Any transaction or act that involves liability, obligation or financial exposure in excess of that which is permitted under the terms of Section 302, B and C above.

E. Notwithstanding the provisions set forth in this Section 302, the Council retains the discretion to veto agreements and transactions, and to withhold any associated waivers of sovereign immunity, on a case-by-case basis, where specific questions are raised regarding certain agreements not already entered into by CCC, but which are otherwise authorized under Section 302, A through C, above. Furthermore, the Council retains the sole discretion to prospectively limit, by resolution, the types of agreements in which sovereign immunity may be waived even if such agreements otherwise satisfy the requirements set forth herein.

Section 303. FINANCIAL RESPONSIBILITIES OF CCC

A. CCC shall maintain financial books and records of account separate and apart from those of the Nation and shall generate and maintain reports accurately reflecting the financial position, revenues and disbursements of CCC in accordance with generally accepted accounting principles and following the Nation's fiscal year. CCC's

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business and financial records shall be available for inspection and copying by the Council, the Finance Director, and/or, within the parameters of applicable law, the Council's designees. CCC's books of account and financial reports shall be audited by an independent and reputable firm of certified public accountants, approved by the Council, and the corresponding audit reports shall be presented to the Council and to the Finance Director in such format as they may from time to time prescribe. The Council may order a special audit of CCC to be performed either by an independent and reputable firm of certified public accountants or by the Nation's internal auditor(s) and/or Finance Director.

B. In order to properly track the CCC assets, CCC shall maintain a separate tax identification number issued by the United States Internal Revenue Service.

C. Consistent with the Nation's fiscal year, CCC shall adopt (i) an annual operating budget of revenues and expenditures and (ii) a capital expenditures budget. These budgets shall be in such form as may be prescribed from time to time by the Council and/or the Finance Director. The capital expenditures budget shall identify and define CCC's plans for capital investments, including material operating leases, and shall state whether the planned investments are intended to be made from cash flow accumulations, borrowing, or otherwise. The budgets shall be approved by CCC's General Manager before such budgets are presented to the Council for approval. The Council must approve the budgets and, if applicable, appropriate money before CCC can expend such funds ("approved budget"). Any amendments to an approved budget that would exceed the total amount of the approved budget shall also be approved by the Council before CCC can expend such funds.

D. CCC shall account for and transfer to the Nation any cash flow accumulations that exceed CCC's operational and capital expenditure requirements. Such transfers shall be made in a timely manner as determined in consultation with the Finance Director and pursuant to guidelines adopted by the Council, if any.

E. The highest dollar amount of indebtedness or liability, direct or contingent, to which CCC may at any time subject itself, either in the aggregate or for a specific transaction or undertaking, shall be determined and directed from time to time by the Council. Review and approval by the Council shall be required only for any transaction or undertaking in excess of such amount.

F. The Council may, in its sole discretion, require CCC to utilize the services of one or more accountants, which accountant(s) may also provide accounting services to the Nation's other SEOs.

G. At least twice each fiscal year (or more frequently as may be required by the Council) and consistent with Section 309 below, CCC shall appear before and report to the Council concerning CCC's activities.

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Section 304. RESERVED*

Section 305. RESERVED*

Section 306. GENERAL MANAGER*

A. The operation of CCC shall be governed by a General Manager, hired by the Council. Subject to Council oversight, the General Manager shall manage the operation and development of CCC, and all gaming and non-gaming activities within and/or associated with CCC's facilities in accordance with the Indian Gaming Regulatory Act (IGRA), the Gaming Compact with the State of Arizona, and the Nation's Gaming Code, all as amended from time to time.

B. The General Manager shall perform such duties as are designated in a position description approved by the Council, along with such other responsibilities as are assigned by the Council. The General Manager shall have the authority to:

1. Develop and implement business and operations plans to accomplish CCC's strategic goals;
2. Exercise final hiring and termination authority over all CCC employees in accordance with the personnel policies of CCC;
3. Develop and implement operational and management procedures for the efficient and productive operation of CCC;
4. Develop personnel policies, including a Code of Ethics, for all employees of CCC;

* Section 304. B. 9. - Amended on May 18, 2010 by Resolution No. 89-10
Section 304. B. 1 - Amended on May 17, 2012 by Resolution No. 100-12
Section 304. B. 6 and E - Amended on March 13, 2014 by Resolution No. 54-14
Section 304 – CCC'S BOARD OF DIRECTORS – removed on October 2, 2014 by Resolution No. 195-14

* Section 305 – CCC'S OFFICERS – removed on October 2, 2014 by Resolution No. 195-14

* Section 306. A and B. - Amended on May 18, 2010 by Resolution No. 89-10
Section 306 – Amended on October 2, 2014 by Resolution No. 195-14 to reflect the removal from the Code of provisions related to a Board of Directors

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5. Develop and implement, subject to TGO approval, internal controls, policies, and procedures that impact compliance with the Gaming Compact with the State of Arizona and the Nation's Gaming Code;

6. Acquire and dispose of equipment or assets with a value not to exceed \$100,000, subject to Section 302 hereinabove;

7. Enter into contracts for goods and services with a value not to exceed \$100,000, subject to Section 302 hereinabove; and

8. Approve CCC's operational and capital expenditure budgets for each fiscal year and present the budgets to Council for approval under Section 309, B.

C. To the extent that the Council is not hindered from fulfilling its responsibility to oversee the successful operation, management, and development of CCC, the Council should not routinely interfere with the authority and responsibility of the General Manager to daily operate and manage CCC in the most efficient and economical manner to generate and increase revenue.

Section 307. FINANCIAL INTERESTS IN CCC

Neither the General Manager nor any member of the CCC management team or any employee of CCC shall (1) have any direct or indirect financial interest that conflicts with, or appears to conflict substantially with, their responsibilities or duties as CCC General Manager or employees; (2) engage in financial transactions for private gain as a result of, or otherwise make use of for private gain, information and/or influence obtained through his or her status as a General Manager or employee of CCC; (3) solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan or any other thing of monetary value, from any person, corporation, group or entity that has interests in or any relationship with, or is seeking to obtain any contractual or other business or financial relationship with CCC, or that conducts or seeks to conduct operations or activities that are regulated by CCC, or that has interests that may be affected by the General Manager's, any member of the CCC management team's or any employee's performance or non-performance of his or her official duties for CCC; and (4) use any CCC property for purposes other than officially approved business activities. However, the General Manager, members of the CCC management team and employees may accept -within the bounds of good taste - social amenities and tokens of negligible monetary value as are consistent with generally prevailing legal and ethical business practices and customs.

Section 308. INDIAN PREFERENCE IN EMPLOYMENT

CCC shall maintain effective policies for giving preference in hiring, promotion, and training to qualified enrolled Nation members in all levels of employment, including specifically in the employment of management employees. Effective preference policies shall be developed and adopted by CCC consistent with the Nation's law and policies.

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CCC shall, in furtherance of the policies so developed, advise Nation employment officials of job openings as soon as possible and give full consideration to any enrolled Nation member referred to CCC for any job opening. The Indian preference policies shall provide for and require training programs to prepare enrolled Nation members for hiring and promotion in all levels of employment.

Section 309. REPORTS TO THE COUNCIL

A. CCC, acting through the General Manager, shall provide monthly reports to the Council on its operations, significant activities, and events. The reports shall include at least the following information as well as any other information the Council may request:

1. Financial statements showing revenues and disbursements for the applicable month and for the fiscal year to date with comparisons to the operating and capital expenditure budgets.

2. A description of all waivers of sovereign immunity given in connection with any transaction entered into by CCC under Section 302 hereinabove.

3. A list and brief description of any claims asserted against CCC by way of lawsuit, whether threatened or filed.

4. The total number of persons employed by CCC, the number of employees who are enrolled Nation members, the number of employees who are enrolled members of other Indian tribes, the number of enrolled Nation member employees who started employment during the reporting period, and the number of Nation member employees who left employment during the reporting period.

5. A list and brief description of internal controls, policies and procedures adopted or amended by CCC.

6. A description of any regulatory issues, including the results of any internal or external audits and any violations issued by TGO.

B. Prior to the end of each fiscal year, CCC shall present to, and obtain approval from, the Council for CCC's operational and capital expenditure budgets for the next fiscal year. Before seeking approval from the Council, CCC's General Manager shall approve CCC's budgets. The Council presentation shall be made both verbally and in writing. Any amendment to the budgets following the budgets' original adoption shall be approved by the Council before such amendment is authorized and approved.

C. CCC's report for the final month of each fiscal year shall be submitted in writing containing the financial statements for the concluded fiscal year.

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D. From time to time the Nation's Finance Director may provide formats for the monthly presentations and may request that additional information be included.

E. The Council may request additional or supplemental reports or presentations at any time.

Section 310. MISCELLANEOUS

A. The Nation's Attorney General or his/her designee shall serve as legal counsel to CCC. Outside legal counsel may be retained by CCC for certain specialized matters, but only with approval of the Council and the Nation's Attorney General and in accordance with an approved budget. However, in no case shall such outside legal counsel in any way supplant the responsibilities delegated to the Attorney General under this Code. In all cases, the Attorney General shall oversee the work of outside legal counsel.

B. The General Manager is responsible for determining CCC management's compensation based upon the goals and budget of CCC.

C. The General Manager shall cooperate with the Finance Director in working with the Nation's external auditors to complete CCC's annual audit. The General Manager shall meet with the external auditors of CCC prior to the beginning of the audit to advise the auditors of any concerns or areas of emphasis for the audit, as well as after the audit is completed to receive and review the audit report.

D. The General Manager and employees of CCC shall not be liable for the debts of CCC. The private property of CCC's General Manager and its employees shall be forever exempt from CCC's debts and the Yavapai-Apache Nation hereby indemnifies and holds harmless CCC's General Manager and its employees from liability or other claims arising out of their duties or functions as CCC's General Manager or employees. This indemnity and protection from personal liability shall not extend to those actions or activities of the General Manager and employees of CCC who create liability in relation to their intentionally wrongful acts or omissions, and/or who create liability for themselves or CCC by exceeding the scope of their official duties, responsibilities or obligations.

E. The Council hereby determines that all actions taken by CCC and all rights and obligations of CCC which have been established as a result of CCC's powers derived from CCC's original creation enactments are not to be invalidated by the adoption of this Code and this Code shall be controlling as to future actions, rights and obligations of CCC beginning with the effective date specified below.

Section 311. REPEAL OF PRIOR LAW

Upon the passage of a subsequent Council Resolution, which acknowledges the transfer and assignment of all Cliff Castle Casino's (original enterprise) assets and

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liabilities to CCC, any Tribal law or enactment creating Cliff Castle Casino (original enterprise) is hereby repealed and Cliff Castle Casino (original enterprise) is hereby dissolved. The Revised and Adopted Yavapai-Apache Nation Cliff Castle Casino Board of Director's Act of 2005, the Gaming Board Act of 1998 and the Gaming Board Act of 1995 are hereby repealed. To the extent that any prior motion, resolution, ordinance, code, act, or other law of the Nation conflicts with any provision of this Code, the provisions of this Code shall control and the conflicting provision(s) are hereby repealed.

Section 312. EFFECTIVE DATE

This Code will take effect on April 23, 2009, except that any contract existing with Cliff Castle Casino (original enterprise) shall remain in effect in accordance with its terms other than being assigned to, and assumed by, the new CCC.



Position Description

Position: General Manager
Department: G & A
Reports To: YAN Tribal Council

Summary:

The General Manager oversees and directs operation and development of Cliff Castle Casino *Hotel, including all gaming and non-gaming activities within or associated with the Cliff Castle Casino *Hotel, in accordance with the Indian Gaming Regulatory Act, the Gaming Compact with the State of Arizona, the Yavapai Apache Nation Gaming Code and the Cliff Castle Casino Business Code.

Duties & Responsibilities: (Specific areas of responsibility included, but not limited to)

- Maintain a profit-driven leadership, organizational cohesiveness, and strategic planning of gaming/hotel operations in accordance with the Nation's goals and, objectives.
- Manage all Casino and Hotel operations, revenue, generation and overall marketing strategies.
- Oversees the Casino's operational and capital expenditure budgets; present budgets to the Tribal Council for review and approval.
- Provide reports to Tribal Council
- Support the development of a healthy internal culture that retains key employees and encourages their professional development.
- Supervise directors, managers, and supervisors in all departments for management efficiency, business development, team building, and succession planning and employee relations.
- Oversee Human Resources policies and programs, including hiring, incentives, and training policies and Tribal Training Program.
- Perform duties required under the Cliff Castle Casino Business Code.
- Perform other duties as may be assigned from time to time by Tribal Council.

Mandatory Requirements:

- Bachelor's degree in Business, Casino Management or related field.
- Master degree in Hospitality, Business Administration or related field preferred
- Minimum of five (5) years prior proven success as a General Manager or higher level position of a casino operation.
- At least ten (10) years of casino/hospitality experience
- Experience in Indian Gaming
- Possess solid analytical and problem-solving skills, be able to apply conceptual thinking to understand and facilitate solutions to complex problems or issues.
- Ability to articulate a compelling vision and company goals, and inspire, empower and motivate others to achieve them.

- Ability to bring conflicts and disagreements into the open and resolve them collaboratively, build consensus, and secure optimal resolution of specific issues among multiple parties.

Additional Requirements

- Legally eligible to work in the United States.
- Able to obtain and maintain a gaming license from the Yavapai-Apache Nation Tribal Gaming Office and certification from the Arizona Department of Gaming.
- Able to work all shifts including weekends, holidays, evenings and special events.
- Maintain a valid driver's license and be insurable under the Nation's automobile insurance policy.

Indian Preference:

Cliff Castle Casino*Hotel is owned and operated by the Yavapai-Apache Nation. Preference will be given first to qualified applicants who are members of the Yavapai-Apache Nation and second to members of other federally recognized Native American Tribes. To be considered of Indian Preference, please submit your Certificate of Indian Blood (CIB) with your application.