



WHITE MOUNTAIN APACHE TRIBE

A Sovereign Tribal Nation

(Approving Software License and Support Agreements with Gaming Hospitality Solutions, Inc., for Hon-Dah Resort and Casino New Convenience Store and Gas Station and a Limited Waiver of the Sovereign Immunity of the Hon-Dah Resort and Casino)

- WHEREAS,** The Constitution of the White Mountain Apache Tribe ("Tribe") of the Fort Apache Indian Reservation provides, at Article IV, Section 1(b) that the Tribal Council ("Council") shall exercise the power, "to negotiate, make and perform contracts and agreements of every description... with any person, association or corporation... "; and
- WHEREAS,** The Hon-Dah Resort and Casino ("Casino") is overseeing the construction of a new convenience store and gas station for the Casino and is currently in the final stage of completing construction with plans to open in six weeks; and
- WHEREAS,** To complete construction, the Casino needs to purchase and install software to interface the new gas station pumps to the new store's point of sale system; and
- WHEREAS,** The Casino this day advises the Council that Gaming Hospitality Solutions, Inc., can provide and install the software required and is available to install such software on December 9, 2024, in order to meet the grand opening date of the new Casino convenience store and gas station; and
- WHEREAS,** Accordingly, the Casino requests approval by the Council of a Software License Agreement and Software Support Agreement, as attached and incorporated by this reference, between Gaming Hospitality Solutions, Inc., and Hon-Dah Resort and Casino for the purchase and installation of such software; and
- WHEREAS,** Section 14 of the Software License Agreement requires arbitration in the event a non-intellectual property dispute arises under the Software License Agreement and Software Support Agreement which in turn requires a limited waiver of the sovereign immunity of the Hon-Dah Resort and Casino for such purposes; and
- WHEREAS,** Section 14(A) of the Software License Agreement requires intellectual property disputes that arises under the Software License Agreement and Software Support Agreement to be brought in a court of competent jurisdiction located in Denver, Colorado, which in turn requires a limited waiver of the sovereign immunity of the Hon-Dah Resort and Casino for such purposes; and
- WHEREAS,** The Tribe's Attorney General and the Casino's Legal Counsel have reviewed the Software License Agreement and Software Support Agreement, and all information provided and are of the legal opinion that such documents are legally sufficient; and
- WHEREAS,** The Council finds that approving the Casino's request, as described above, would allow the Casino to complete construction of the new Casino convenience store and gas station, which will provide services and goods to customers and, therefore, would be in the best interests of the Tribe and the Casino; and

WHEREAS, Given the urgency of the project timeline, the Council further finds that the Software License Agreement and Software Support Agreement needs to be considered and made outside of its regularly scheduled meeting; and

WHEREAS, The Tribal Council further finds that: (1) this Resolution may be voted upon by signature of a member of the Tribal Council where a signature indicates a vote for this Resolution, (2) the Tribal Council Secretary or her designee should attempt to obtain signatures for members of the Tribal Council personally, (3) no signature would mean that the respective Tribal Council member is against this Resolution, (4) the Tribal Council Secretary or her designee should wait no longer than a reasonable period of time to obtain a vote by signature or by no signature and so indicate that this Resolution was presented to the respective member of the Tribal Council for a vote.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the Software License Agreement and Software Support Agreement, as attached and incorporated by this reference, between Gaming Hospitality Solutions, Inc., and Hon-Dah Resort and Casino for the purchase and installation of software to interface the new gas station pumps to the new point of sale system for the new Casino convenience store and gas station.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that a limited waiver of the sovereign immunity by the Hon-Dah Resort and Casino pursuant to Sections 14 and 14(A) of the Software License Agreement is hereby approved.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that nothing herein, in the Software License Agreement and Software Support Agreement, as attached and incorporated by this reference, or related documents between the Hon-Dah Resort and Casino and Gaming Hospitality Solutions, Inc., shall constitute an expressed or implied waiver of the White Mountain Apache Tribe's sovereign immunity.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Tribal Council authorizes the Tribe's Attorney General or the Hon-Dah Resort and Casino's Legal Counsel, with the authorization from the Tribe's Attorney General, to make minor corrective and clarifying changes to the Software License Agreement and Software Support Agreement, as attached and incorporated by this reference.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that given the urgency of the request described herein, this Resolution may be voted upon as follows: (a) by signature of a member of the Tribal Council, including the Chairman of the Tribal Council and the Vice-Chairman of the Tribal Council, where a signature indicates a vote for this Resolution, (b) the Tribal Council Secretary or her designee shall attempt to obtain signatures for members of the Tribal Council personally, (c) no signature shall mean that the respective Tribal Council member is against this Resolution, (d) the Tribal Council Secretary or her designee should wait no longer than a reasonable period of time to obtain a vote by signature or by no signature, and so indicate that this Resolution was presented to the respective member of the Tribal Council for a vote.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

Resolution No. 12-2024-244

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

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute and deliver the Software License Agreement and Software Support Agreement, as attached and incorporated by this reference, and any and all other documents and to take or cause to be taken such further actions as such individual deems necessary or appropriate to effectuate the intent of this Resolution.

The foregoing resolution was on DECEMBER 05, 2024 duly adopted by a vote of 6 for, 0 against, and 0 abstentions by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1 of the WMAT Constitution, so ratified on November 10, 2021, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).

Kasey Velasquez 12.5.24
Kasey Velasquez, Chairman Date

Vaneysa Johnson 12/05/2024
Vaneysa Johnson, Tribal Secretary Date

Resolution No. 12-2024-244

Signatures of the members of the Tribal Council represent their approval of Tribal Council Resolution initiated the 5th day of December, 2024.

**Presented Personally by Tribal Council
Secretary (TCS)-Indicated by Initials**

Kasey Velasquez 12.5.2024 ij TCS Initials
Kasey Velasquez
Tribal Chairman
Date Signed

Jerome Kasoy, III 5 DEC 24 ij TCS Initials
Jerome Kasoy, III
Vice Chairman
Date Signed

Tony Alsenay 12-5-2024 ij TCS Initials
Tony Alsenay
District I Council Member
Date Signed

Travis J. Tessay, Sr. _____ TCS Initials
Travis J. Tessay, Sr.
District I Council Member
Date Signed

Elva Lomayaktewa _____ TCS Initials
Elva Lomayaktewa
District II Council Member
Date Signed

Renaldo Dazen 5 DEC 2024 ij TCS Initials
Renaldo Dazen
District II Council Member
Date Signed

Ivan Walker, Jr. _____ TCS Initials
Ivan Walker, Jr.
District III Council Member
Date Signed

Annette Tenijieth _____ TCS Initials
Annette Tenijieth
District III Council Member
Date Signed

Gary Alchesay 12-05-2024 ij TCS Initials
Gary Alchesay
District IV Council Member
Date Signed

Mariddie Craig _____ TCS Initials
Mariddie Craig
District IV Council Member
Date Signed

Cairo Clay 12/05/2024 ij TCS Initials
Cairo Clay
District IV Council Member
Date Signed

ATTEST:

Vaneyssa Johnson
Vaneyssa Johnson, Tribal Council Secretary

12/05/2024
Date Signed