

RESOLUTION OF THE TOHONO O'ODHAM LEGISLATIVE COUNCIL
(Approving a Loan Transaction Among the Tohono O'odham Gaming Enterprise, as
borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, and Various Lenders
for the Financing of the New Nogales Highway Casino/Hotel Project)

RESOLUTION NO. 06-105

1 **WHEREAS, the Tohono O'odham Nation (the "*Nation*") is a federally recognized Indian tribe**
2 **organized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48**
3 **Stat. 984; 25 U.S.C. § 476), which exercises sovereignty over both its members and its**
4 **lands; and**

5 **WHEREAS, pursuant to Article VI of the Nation's Constitution, the Tohono O'odham Legislative**
6 **Council (the "*Legislative Council*") is vested with all of the legislative powers of the**
7 **Nation and is empowered to enact laws, ordinances, and resolutions necessary or**
8 **incidental to the exercise of its legislative powers; and**

9 **WHEREAS, the Legislative Council of the Nation has enacted an Ordinance for Regulation of**
10 **Gaming Activities Within the Tohono O'odham Nation (the "*Gaming Ordinance*"),**
11 **which ordinance was adopted pursuant to Resolution No. 93-296 and amended by**
12 **Resolution 97-150, Resolution 97-168, Resolution 97-303, Resolution 99-206, and**
13 **Resolution No. 03-084; and**

14 **WHEREAS, the Gaming Ordinance provides that all gaming activities conducted within the**
15 **Nation shall be owned entirely by the Nation and conducted and operated by a tribal**
16 **enterprise; and**

17 **WHEREAS, the Tohono O'odham Gaming Enterprise (the "*Gaming Enterprise*"), which formerly**
18 **was known as the Tohono O'odham Gaming Authority, is a tribal governmental**
19 **enterprise of the Nation established pursuant to Article VI of the Nation's**
20 **Constitution as the tribal enterprise responsible for operating the Nation's gaming**
21 **facilities and conducting gaming activities in compliance with the requirements of**
22 **the Gaming Ordinance; and**

23 **WHEREAS, the Legislative Council adopted the Charter of the Gaming Enterprise by Resolution**
24 **No. 93-311 and amended the Charter by Resolution 02-294, Resolution No. 03-231, and**
25 **Resolution 04-513; and**

26 **WHEREAS, the Gaming Enterprise currently operates three gaming facilities, known as the**
27 **Desert Diamond Casino (Nogales Highway), the Desert Diamond Casino (Pima Mine**
28 **Road), and the Golden Ha:San Casino; and**

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1 **WHEREAS, the Desert Diamond Casino (Nogales Highway) gaming facility was constructed as a**
2 **warehouse building that could be operated as a bingo hall, is substantially**
3 **functionally obsolescent, and is in need of replacement; and**

4 **WHEREAS, by Resolution No. 04-361, the Legislative Council authorized the Gaming Enterprise**
5 **to develop plans to renovate and/or replace the Desert Diamond Casino (Nogales**
6 **Highway) gaming facility; and**

7 **WHEREAS, the Gaming Enterprise has developed plans to replace the Desert Diamond Casino**
8 **(Nogales Highway) gaming facility with a new casino with a hotel, restaurants,**
9 **conference facilities, parking facilities, and other amenities (the "Project"); and**

10 **WHEREAS, by Resolution No. 05-433, the Legislative Council authorized the Gaming Enterprise**
11 **to negotiate with JPMorgan Chase Bank, N.A., a national banking association (the**
12 **"Administrative Agent"), for construction financing for the Project, with the final loan**
13 **documents to be subject to the approval of the Legislative Council and the Office of**
14 **the Chairperson; and**

15 **WHEREAS, the Administrative Agent, on behalf of itself and other lenders (including those banks**
16 **participating in any letters of credit issued under the Loan Documents) (collectively,**
17 **the "Lenders"), has presented an offer to the Gaming Enterprise to make a**
18 **construction loan in the aggregate principal amount of approximately \$90,000,000.00**
19 **(which may be increased to \$120,000,000.00 under certain circumstances) (the**
20 **"Loan"), the proceeds of which shall be used (i) to finance construction of the Project**
21 **and (ii) to pay transaction costs associated with the Loan; and**

22 **WHEREAS, the Gaming Enterprise has negotiated the terms of a construction loan agreement**
23 **and related documents (the "Loan Documents"), which set forth the terms on which**
24 **the Administrative Agent and the Lenders are willing to make the Loan and which**
25 **include, but are not limited to:**

26 **(a) A Construction Loan Agreement among the Gaming Enterprise, the**
27 **Administrative Agent, and the Lenders (the "Loan Agreement");**

28 **(b) A form of Note to evidence the obligations of the Gaming Enterprise under the**
29 **Loan Agreement;**

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- 1 (c) A Security Agreement between the Gaming Enterprise and the Administrative
2 Agent to secure the Gaming Enterprise's obligations under the Loan Documents
3 through a lien or liens on the collateral securing the Gaming Enterprise's
4 obligations (the "*Collateral*");
- 5 (d) A Deposit Account Control Agreement between Borrower, the Administrative
6 Agent, and Depository Bank (JPMorgan Chase Bank, N.A.), to implement the
7 Gaming Enterprise's obligations under the Security Agreement with respect to
8 the Desert Diamond Casinos;
- 9 (e) A Deposit Account Control Agreement between Borrower, the Administrative
10 Agent, and Depository Bank (Stockmen's Bank), to implement the Gaming
11 Enterprise's obligations under the Security Agreement with respect to the Golden
12 Ha:San Casino;
- 13 (f) A UCC-1 Financing Statement to perfect the Lender's lien rights under the
14 Security Agreement;
- 15 (g) An Environmental Indemnification Agreement by Borrower in favor and for the
16 benefit of the Administrative Agent and the Lenders;
- 17 (h) An Estoppel Certificate by the Nation and the Gaming Enterprise in favor and for
18 the benefit of the Administrative Agent and the Lenders (the "*Estoppel*
19 *Certificate*");
- 20 (i) A Resolution of the Management Board of the Gaming Enterprise authorizing the
21 Gaming Enterprise's execution of the Loan Documents;
- 22 (j) A Resolution of the Board of the San Xavier Development Authority;
- 23 (k) A Closing Certificate executed by the Gaming Enterprise;
- 24 (l) A Disbursement and Rate Management Signature Authorization and Instruction
25 Form; and
- 26 (m) A Fee Letter from Lender.

27 **WHEREAS, the Legislative Council finds that the Gaming Enterprise's best interests and the**
28 **Nation's best interests will be served by the Gaming Enterprise obtaining**
29 **construction financing for the Project from the Administrative Agent and the**

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1 **Lenders, and by the Gaming Enterprise executing and delivering the Loan Documents**
2 **to the Administrative Agent and/or the Lenders; and**

3 **WHEREAS, Section 8(b)(2) of the Charter of the Gaming Enterprise contains a limited waiver of**
4 **the Gaming Enterprise's sovereign immunity with respect to claims based upon a**
5 **written contract to which the Gaming Enterprise is a party; and**

6 **WHEREAS, as a condition to financing the Project, the Loan Documents require the Gaming**
7 **Enterprise to obtain a broader waiver of its immunity from suit, on the terms set forth**
8 **in the Loan Documents, which include an agreement to arbitrate disputes; and**

9 **WHEREAS, the Nation has not enacted a version of the Uniform Commercial Code or similar laws**
10 **of the sort that typically would govern complex commercial transactions of the**
11 **nature contemplated in the Loan Documents, nor do the Nation's Constitution, laws,**
12 **or customs address the interpretation and enforcement of transactions such as those**
13 **contemplated in the Loan Documents; and**

14 **WHEREAS, the Gaming Enterprise, the Administrative Agent, and the Lenders desire that Loan**
15 **Documents be interpreted and enforced under the substantive provisions of Arizona**
16 **law, including Art. II, § 25, of the Arizona Constitution relating to the impairment of**
17 **contracts and the applicable provisions of Arizona's version of the Uniform**
18 **Commercial Code; and**

19 **WHEREAS, the Administrative Agent and the Lenders have required, as a condition to financing**
20 **the Project, that the Loan Documents and other ancillary document that may be**
21 **entered into in connection with the Loan Documents (the "*Related Documents*") will**
22 **be interpreted and enforced under the substantive provisions of Arizona law, so the**
23 **Gaming Enterprise, the Administrative Agent, and the Lenders all will be assured that**
24 **the Loan Documents and the Related Documents will be interpreted and enforced in**
25 **accordance with their terms; and**

26 **WHEREAS, Administrative Agent has been provided with copies of the Nation's Constitution and**
27 **the ordinances, resolutions, other laws, and rules of the Nation that are identified in**
28 **Exhibit A (the "*Ordinances*");** and

29 **WHEREAS, the Commerce Committee and the Budget and Finance Committee of the Legislative**

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1 Council have reviewed the proposed Loan transaction and the Commerce Committee
2 has recommend the Gaming Enterprise obtain construction financing for the Project
3 from the Administrative Agent and the Lenders on terms that are substantially the
4 same as those set forth in the Loan Documents; and

5 **WHEREAS,** the Legislative Council finds that the Nation's best interests will be served by the
6 Gaming Enterprise obtaining construction financing for the Project from the
7 Administrative Agent and the Lenders; and

8 **WHEREAS,** the Legislative Council finds that the Nation's best interests will be served by the
9 Legislative Council waiving the Gaming Enterprise's immunity from suit on the terms
10 set forth in this Resolution and by specifying the law that will govern the
11 interpretation and enforcement of the Loan Documents and the Related Documents.

12 **NOW, THEREFORE, BE IT RESOLVED** that the Tohono O'odham Legislative Council hereby
13 approves and authorizes the following:

14 1. **Authority to Obtain Construction Financing.** The Gaming Enterprise is authorized
15 to obtain construction financing for the Project from the Administrative Agent
16 and the Lenders on terms that are substantially the same as those set forth in the
17 Loan Documents.

18 2. **Authority to Execute Loan Documents.** The Gaming Enterprise is authorized to
19 execute the Loan Documents, provided they remain in substantially the same
20 forms that have been presented to the Legislative Council. The Gaming Enterprise
21 also is authorized to take any and all action necessary and proper to consummate
22 the Loan transaction and to perform under the Loan Documents, including, but
23 not limited to, entering into covenants regarding the use of the proceeds of the
24 Loan and entering into, executing, and delivering any pledge, financing statement
25 or other document, instrument, affidavit, agreement, or Related Documents
26 contemplated by the Loan Documents, including one or more interest rate risk
27 management agreements.

28 3. **Limited Waiver of the Gaming Enterprise's Immunity.** The Nation hereby grants
29 a limited waiver of the sovereign immunity of the Gaming Enterprise from suit or

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1 **action (including, without limitation, any defense based thereon and all judicial**
2 **review proceedings) in favor of the Administrative Agent and the Lenders, in lieu**
3 **of the provisions of Section 8(b)(2) of the Charter of the Gaming Enterprise, and**
4 **consents to binding arbitration before the American Arbitration Association to**
5 **resolve any disputes arising out of or related to the Loan Documents and the**
6 **Related Documents, to the enforcement of the Gaming Enterprise's agreement to**
7 **arbitrate, to the enforcement of arbitration decisions or awards rendered in**
8 **conformance with the Loan Documents, as described in Article 11 of the Loan**
9 **Agreement and as summarized below, and to any deposit accounts, related**
10 **products, and Treasury Services products or services that the Gaming Enterprise**
11 **currently has or may open in the future with Administrative Agent.**

12 **A. The Nation waives any doctrine that otherwise would require the exhaustion**
13 **of remedies in the Judicial Court of the Tohono O'odham Nation (including**
14 **any administrative remedies) before proceeding with arbitration or litigation**
15 **arising out of or related to the Loan Documents and any Related Documents,**
16 **self-help remedies, foreclosure, and/or provisional and ancillary remedies in**
17 **accordance with the Loan Documents.**

18 **B. The Nation consents to (i) the enforcement of the Gaming Enterprise's**
19 **agreement to arbitrate and (ii) the confirmation and enforcement of any**
20 **arbitration decisions or awards in the United States District Court for the**
21 **District of Arizona and in any federal court to which the decisions of that court**
22 **can be appealed ("*Federal Court*"). If there is no colorable claim that the**
23 **Federal Court has jurisdiction, if the Federal Court determines that it lacks**
24 **jurisdiction, or in the event of a challenge to the Federal Court's jurisdiction,**
25 **then the Nation consents to (i) the enforcement of the Gaming Enterprise's**
26 **agreement to arbitrate and (ii) the confirmation and enforcement of any**
27 **arbitration decisions or awards in the Judicial Court of the Tohono O'odham**
28 **Nation or in the Arizona Superior Court and in any court to which the**
29 **decisions of those courts can be appealed. The Nation also consents to any**

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party domesticating an arbitration award that has been reduced to a judgment in any jurisdiction in which the judgment debtor has property or assets and enforcing the judgment creditor's rights against the property or assets in any such jurisdiction.

C. The waiver and consent extends to an award of attorneys' fees and other costs against the Gaming Enterprise, in accordance with the Loan Documents. This waiver and consent shall not extend to permit any monetary judgments or awards against officials or agents of the Gaming Enterprise acting within the scope of their authority in the exercise of their duties to the Gaming Enterprise or to the Nation.

D. The Nation approves the choice of law, arbitration, service of process, and consent to jurisdiction provisions set forth in Article 11 of the Loan Agreement.

E. This waiver and consent shall be irrevocable and may not be rescinded, revoked, or modified without the prior written consent of the Administrative Agent and the Lenders. This waiver and consent are granted solely for purposes of the Loan Documents and Related Documents, and shall not extend to any other transactions or subjects.

4. Applicable Laws.

A. The Loan Documents shall be governed by, and construed in accordance with, the Nation's Constitution, this Resolution, the laws of the State of Arizona (without giving effect to conflict of laws principles) including Art. II, § 25, of the Arizona Constitution relating to the impairment of contracts and the applicable provisions of Arizona's version of the Uniform Commercial Code, and applicable Federal law, including the constitutional law of the United States prohibiting impairment of contracts. For purposes of this Resolution, the term "*Uniform Commercial Code*" shall mean Chapters 1, 8, and 9 of the Arizona Uniform Commercial Code (including the definitions incorporated by reference into Section 47-9102(B) thereof) as in effect from time-to-time. The

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1 **Nation acknowledges that the transactions contemplated under the Loan**
2 **Documents bear a reasonable relation to the State of Arizona, such that the**
3 **Gaming Enterprise, the Administrative Agent, and the Lenders may agree that**
4 **the Uniform Commercial Code will govern their rights and duties under the**
5 **Loan Documents and any Related Documents. The method of the creation, the**
6 **effect of perfection and non-perfection, the priority among competing**
7 **creditors, and the enforcement of all security interests granted by the Gaming**
8 **Enterprise to the Administrative Agent, for itself and the Lenders, in**
9 **accordance with the Loan Documents shall be governed by the Uniform**
10 **Commercial Code. For purposes of the security interests to be granted under**
11 **the Loan Documents, (i) the "location" of the Gaming Enterprise shall be**
12 **Sahuarita, Arizona; and (ii) the office in which to file a financing statement to**
13 **perfect a security interest in the Collateral is the Office of the Secretary of**
14 **State of Arizona, except for as-extracted collateral, timber to be cut, or goods**
15 **that are or are to become fixtures. For purposes of Section 47-9109(D)(14) of**
16 **the Uniform Commercial Code, the Nation acknowledges that the Gaming**
17 **Enterprise is not a "governmental unit" of the State of Arizona or any other**
18 **state in the United States.**

19 **B. If an arbitrator or court determines, for any reason, that the Uniform**
20 **Commercial Code does not govern the rights and duties of the parties under**
21 **the Loan Documents and the Related Documents, despite their agreement to**
22 **the contrary, then, in accordance with Title III, Laws of the Tohono O'odham**
23 **Nation, Section 1-102, the Nation's law governing the Loan Documents shall**
24 **be the Uniform Commercial Code, except that, for purposes of the security**
25 **interests to be granted under the Loan Documents, (i) the "location" of the**
26 **Gaming Enterprise shall be Sahuarita, Arizona; and (ii) the office in which to**
27 **file a financing statement to perfect a security interest in the Collateral shall**
28 **be the Office of the Secretary of State of Arizona, except for as-extracted**
29 **collateral, timber to be cut, or goods that are or are to become fixtures.**

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C. Any laws of the Nation, other than the Nation's Constitution and the Ordinances, that conflict with or are inconsistent with the provisions of this Resolution, the Loan Documents, the Estoppel Certificate, and/or the Related Documents shall be inapplicable to the Loan Documents, the Related Documents, the Collateral, and/or the Estoppel Certificate, to the extent of any such conflict or inconsistency.

5. Authority to Execute Estoppel Certificate. The Chairperson of the Nation is authorized to execute the Estoppel Certificate and to deliver it to the Administrative Agent on behalf of the Nation, as well as any and all other documents, certificates, financing statements, consents, representations, and warranties required in connection with the Loan, and to take all other actions consistent with this Resolution and necessary to consummate the financing. No further approval, consent, notice, or filing shall be required as a matter of Federal law or the Nation's law for the Gaming Enterprise to execute, deliver, and perform under the Loan Documents and Related Documents or for the Chairperson of the Nation to execute and deliver the Estoppel Certificate.

6. Limited Waiver of the Nation's Immunity. The Nation hereby grants a limited waiver of its sovereign immunity from suit or action (including, without limitation, any defense based thereon and all judicial review proceedings) in favor of the Administrative Agent and the Lenders, and consents to binding arbitration before the American Arbitration Association to resolve any disputes arising out of or related to the Estoppel Certificate, to the enforcement of the agreement to arbitrate in the Estoppel Certificate, and to the enforcement of arbitration decisions or awards rendered in conformance with the Estoppel Certificate, as described in Article 7 of the Estoppel Certificate.

7. Binding Obligation; Impairment. When fully executed, the Loan Documents will be valid, binding, and enforceable obligations of the Gaming Enterprise. Upon perfection, the lien created by the pledge of the Collateral under the Security Agreement will be superior to and will have first priority and will be valid and

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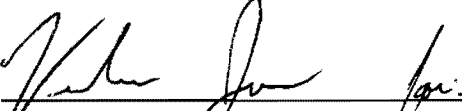
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binding from the time the pledge is made as evidenced by the execution and delivery of the Loan Documents. The Nation will take no action that would materially impair the rights, liens, interests, and/or remedies provided in the Loan Documents without the prior written consent of the Administrative Agent. The Legislative Council finds that no provision of the Nation's Constitution or laws, and no custom, would impair the Loan Documents or Related Documents.


The foregoing Resolution was passed by the Tohono O'odham Legislative Council on the 22ND Day of FEBRUARY, 2006 at a meeting at which a quorum was present with a vote of 1,657.7 FOR; -0- AGAINST; 783.1 NOT VOTING; and [01] ABSENT, pursuant to the powers vested in the Council by Section 1 (f) of Article VI of the Constitution of the Tohono O'Odham Nation, adopted by the Tohono O'Odham Nation on January 18, 1986; and approved by the Acting Deputy Assistant Secretary - Indian Affairs (Operations) on March 6, 1986, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

TOHONO O'ODHAM LEGISLATIVE COUNCIL



Evelyn B. Juan Manuel, Legislative Chairwoman
27th day of February, 2006

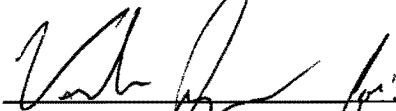
ATTEST:



Lucille Lopez, Acting Legislative Secretary
27 day of February, 2006.

Said Resolution was submitted for approval to the office of the Chairwoman of the Tohono O'Odham Nation on the 27 day of February, 2006 at 3:07 o'clock, P-.M., pursuant to the provisions of Section 5 of Article VII of the Constitution and will become effective upon her approval or upon her failure to either approve or disapprove it within 48 hours of submittal.

TOHONO O'ODHAM LEGISLATIVE COUNCIL



Evelyn B. Juan Manuel, Legislative Chairwoman

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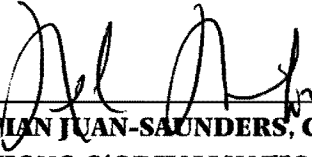
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APPROVED

on the 27th day of February, 2006

DISAPPROVED

at 4:31 o'clock, P.M.



**VIVIAN JUAN-SAUNDERS, CHAIRWOMAN
TOHONO O'ODHAM NATION**

Returned to the Legislative Secretary on the 27 day of

February, 2006, at 4:43 o'clock, P.M.



Lucille Lopez, Acting Legislative Secretary

ACTION: APPROVING A LOAN TRANSACTION AMONG THE TOHONO O'ODHAM GAMING ENTERPRISE, AS BORROWER, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, AND VARIOUS LENDERS FOR THE FINANCING OF THE NEW NOGALES HIGHWAY CASINO/HOTEL PROJECT

MOVED: COUNCILWOMAN FRANCES ANTONE

SECOND: COUNCILWOMAN FELICIA NUNEZ

DATE: FEBRUARY 22, 2006

DISTRICT	LEGISLATIVE REPRESENTATIVES	# OF VOTES	FOR	AGAINST	NOT VOTING	ABSENT
BABOQUIVARI 310.8	1. FRANCES MIGUEL ()	155.40	X			
	2. FRANCES G. ANTONE (Lucilda J. Valenzuela (Norris))	155.40	X			
CHUKUT KUK 258.7	1. ETHEL GARCIA ()	129.35	X			
	2. VERLON M. JOSE (David Garcia)	129.35	X			
GU ACHI 221.6	1. TIMOTHY L. JOAQUIN (Jonas Robles)	110.80	X			
	2. CYNTHIA E. MANUEL** (Louis L. Johnson)	110.80	X			
GU VO 193.1	1. RAYMOND VICTOR ()	96.55			X	
	2. MICHAEL FLORES (Grace Manuel)	96.55			X	
HICKIWAN 167.4	1. DELMA GARCIA (Mary E. Sam)	83.70	X			
	2. SANDRA ORTEGA** ()	83.70	X			
PISINEMO 171.8	1. BARBARA SALVICIO ()	85.90	X			
	2. GERALD FAYUANT ()	85.90	X			
SAN LUCY 169.0	1. JOHN W. LAWSON, SR. ()	84.50			X	X
	2. GLORIA RAMIREZ ()	84.50			X	
SAN XAVIER 193.8	1. FELICIA NUÑEZ ()	96.90	X			
	2. OLIVIA VILLEGAS-LISTON ()	96.90	X			
SCHUK TOAK 146.9	1. FRANCES B. CONDE ()	73.45	X			
	2. PHYLLIS JUAN ()	73.45	X			
SELLS 421.0	1. MARLENE SARAFICIO-JUAN** ()	210.50			X	
	2. EVELYN B. JUAN MANUEL ()	210.50			X	
SIF OIDAK 186.7	1. WAVALENE SAUNDERS (Isidro Lopez)	93.35	X			X
	2. DARLENE ANDREW (Rita Martinez)	93.35	X			
TOTAL		2,440.80	1,657.7	-0-	783.1	[01]

**PASSED VOTES