



September 30, 2009

John L. Berrey, Chairman
Quapaw Tribal Business Committee
P.O. Box 765
Quapaw, OK 74363-0765

RE: Quapaw Tribe of Oklahoma (O-Gah-Pah) Gaming Ordinance Amendments

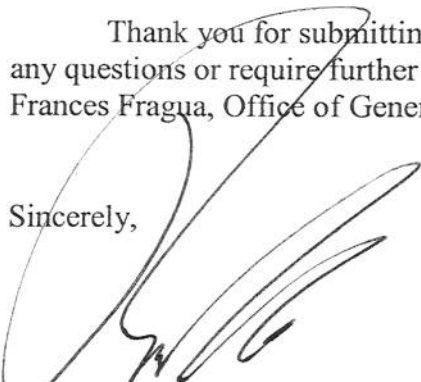
Dear Chairman Berrey:

This responds to your request to review and approve recent amendments to the Quapaw Tribe of Oklahoma (O-Gah-Pah) tribal gaming ordinance, as adopted by Tribal Business Committee Resolution No. 082709-B (Aug. 27, 2009), with a technical correction made by Resolution No. 092809-A (Sept. 28, 2009) regarding the ordinance's definition of *Indian lands*.

This letter constitutes approval of the amendments, as corrected, under the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. § 2701 *et seq.*

Thank you for submitting the amendments for review and approval. If you have any questions or require further assistance, please contact Mr. Jeffrey Nelson or Ms. Frances Fragua, Office of General Counsel, at (202) 632-7003.

Sincerely,



Philip N. Hogen
Chairman

QUAPAW TRIBE OF OKLAHOMA

P.O. Box 765
Quapaw, OK 74363-0765

(918) 542-1853
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RESOLUTION No. 092809-A

A RESOLUTION ADOPTING A TECHNICAL CORRECTION TO THE PENDING AMENDMENTS TO THE QUAPAW TRIBAL GAMING ORDINANCE

WHEREAS, the Quapaw Tribe of Oklahoma is a federally recognized Indian Tribe and is governed by a Governing Resolution adopted by the Quapaw Indian Council on August 19, 1956, and approved by the Commissioner of Indian Affairs on September 20, 1957; and

WHEREAS, the Quapaw Tribe asserts tribal governmental jurisdiction to the fullest extent recognized by law over the lands within the original Quapaw Reservation, as established as a homeland for the Quapaw Nation by the Treaty of May 13, 1833; and

WHEREAS, the Governing Resolution delegates authority to the Quapaw Tribal Business Committee to speak and act on the behalf of the Quapaw Tribe; and

WHEREAS, the Quapaw Tribal Business Committee is thus empowered and obligated to transact Tribal business, including but not limited to adopting laws relating to the regulation of gaming; and

WHEREAS, by Resolution No. 082709-B (the "Resolution") the Tribal Business Committee adopted amendments to the Tribal Gaming Ordinance (the "Amendments"), which Amendments are under consideration for approval by the Chairman of the National Indian Gaming Commission (the "NIGC"); and

WHEREAS, the Tribal Business Committee desires to make a technical correction to the pending Amendments to facilitate their approval by the Chairman of the NIGC; namely, in the new definition of "Indian Lands," located at lines 13 and 14 on page 9 of the Resolution, the "(A)" at the end of the statutory citation shall be deleted, so that the corrected citation reads: "25 U.S.C. § 2703(4)."

NOW, THEREFORE BE IT RESOLVED THAT the technical correction as set forth herein is hereby approved, and shall be enacted as the law of the Tribe as if included in the Resolution as originally adopted;

BE IT FURTHER RESOLVED THAT the technical correction approved herein shall take effect immediately upon the certification of this resolution, and that a certified copy of this resolution shall be transmitted forthwith by the General Counsel of the Tribe to the NIGC for consideration by the Chairman of the NIGC along with the Resolution.

[Certification follows on the next page.]

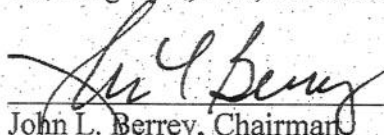
QUAPAW TRIBE OF OKLAHOMA

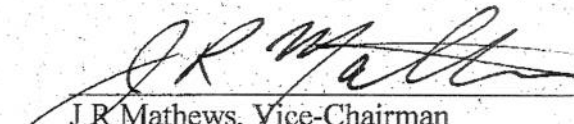
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CERTIFICATION

The foregoing resolution of the Quapaw Tribal Business Committee was presented and duly adopted through a telephone/electronic poll conducted on September 28, 2009, with a vote reflecting 7 yes, 0 no, 0 abstaining, and 0 absent.


John L. Berrey, Chairman
Quapaw Tribal Business Committee


J R Mathews, Vice-Chairman
Quapaw Tribal Business Committee

QUAPAW TRIBE OF OKLAHOMA



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Resolution No. 082709-B

To Amend the Gaming Ordinance of the Quapaw
Tribe of Oklahoma (O-Gah-Pah)

BEFORE THE BUSINESS COMMITTEE OF THE QUAPAW TRIBE
OF OKLAHOMA (O-GAH-PAH)

August 27, 2009

The TRIBAL BUSINESS COMMITTEE introduced the following
Resolution to amend an existing ordinance.

WHEREAS, the Quapaw Tribe of Oklahoma (O-Gah-Pah) is a federally recognized Indian Tribe and is governed by a Governing Resolution adopted by the Quapaw Indian Council on August 19, 1956, and approved by the Commissioner of Indian Affairs on September 20, 1957; and

WHEREAS, the Quapaw Tribe asserts tribal governmental jurisdiction to the fullest extent recognized by law over the lands within the original Quapaw Reservation, as established as a homeland for the Quapaw Nation by the Treaty of May 13, 1833; and

WHEREAS, the Governing Resolution delegates authority to the Quapaw Tribal Business Committee to speak and act on the behalf of the Quapaw Tribe; and

WHEREAS, the Quapaw Tribal Business Committee is thus empowered and obligated to transact Tribal business, including but not limited to adopting laws relating to the regulation of gaming; and

WHEREAS, the Tribal Business Committee desires to update and revise the Revised Gaming Ordinance of the Quapaw Tribal of Oklahoma, as adopted on February 14, 2005, pursuant to Resolution No. 021405-A, to enhance and strengthen the Tribe's gaming laws and to foster greater clarity and specificity with regard to those acts and/or omissions which constitute unlawful gaming conduct.

NOW THEREFORE BE IT RESOLVED by the Tribal Business Committee that the following amendments to Tribal law, as described herein and/or with deletions to

the existing ordinance indicated by strikethroughs and with additions to the existing ordinance indicated by underlining, shall be enacted as the law of the Tribe:

1 Section. 1. Section 1 of Title 17 of the Quapaw Code is hereby amended as
2 follows:

3 **“§ 1. Title, Authority and Purpose**

4 **“A. Title.**

5 “This ordinance shall be known as the Gaming Ordinance of the
6 Quapaw Tribe of Oklahoma (O-Gah-Pah).

7 **“AB. Authority.**

8 “This ordinance is enacted Pursuant to the authority vested in the
9 Quapaw Tribal Business Committee bythrough the Quapaw Tribe in the
10 Quapaw Governing Resolution Resolution Delegating Authority to the
11 Quapaw Tribal Business Committee to Speak and Act in Behalf of the
12 Quapaw Tribe of Indians duly adopted on August 19, 1956, and approved by
13 the Commissioner of Indian Affairs on September 20, 1957, as amended, the
14 Quapaw Tribe hereby amends, in whole part, the Quapaw Tribal Gaming
15 Ordinance of October 24, 1994 assubject to the approved by of the
16 Chairman of the National Indian Gaming Commission (“NIGC”) under the
17 Indian Gaming Regulatory Act (“IGRA”), Pub. L. 100-497, 25 U.S.C.
18 §§ 2701, et seq., and 18 U.S.C. §§ 1166-68. The Quapaw Tribe shall
19 commence implementation of this Ordinance immediately upon enactment by
20 the Business Committee, provided that the provisions of the Quapaw Tribal

1 Gaming Ordinance of October 24, 1996, required by IGRA and its
2 implementing regulations shall remain effective until this Ordinance is
3 approved by the Chairman of the NIGC at which time this Ordinance shall
4 govern the operation and regulation of Quapaw Tribal gaming facilities and
5 activities on Tribal lands at which time the Ordinance of October 24, 1996,
6 shall be revoked in whole and superseded in full by this Ordinance.

7 **BC. Purposes:**

8 "The purposes of this Ordinance are to:

9 "1. Establish the legal and regulatory framework for the regulation,
10 control, and licensing for the operation of all gaming activities within the
11 jurisdiction of the Tribe;

12 "2. Make clear and explicit that a Tribal license to operate a gaming
13 activity is a revocable privilege, not a right or property interest;

14 "3. Ensure that the operation of Tribally-regulated gaming will
15 continue as a means of generating Tribal governmental revenues;

16 "4. Ensure that Tribally-regulated gaming is conducted fairly and
17 honestly by both gaming operators and players, and that it remains free from
18 corrupt, incompetent, unconscionable and dishonest persons and practices;
19 and

20 "5. Ensure that Tribal gaming laws are fairly enforced against all
21 persons involved in gaming activities within the jurisdiction of the Tribe."

1 Sec. 2. A new section is hereby added following Section 1 of Title 17 of
2 the Quapaw Code, as follows, with the subsequent sections of the Ordinance
3 to be renumbered in sequential order:

4 “§ 2. Jurisdiction of the Tribe Over Gaming Activities

5 “A. As a sovereign nation, the Quapaw Tribe possesses and exercises its
6 governmental authority, powers, and jurisdiction and to the fullest extent
7 permitted under law over all of its Indian Country, including over all gaming
8 activities and gaming operations and other activities conducted within its
9 Indian Lands, subject to the authority of the United States where and as
10 specified under pertinent federal law.

11 “B. The act of entry by any person or entity upon the premises of any
12 gaming establishment subject to this Ordinance, the act of transacting business
13 with any Tribal governmental instrumentality, agency, component, enterprise,
14 authority, or other tribal entity subject to this Ordinance, the act of applying or
15 accepting employment with a Gaming Operation, or the act of applying for
16 any license, permit, or registration required by this Ordinance shall constitute
17 consent to the civil and/or, where applicable, criminal jurisdiction of the Tribe,
18 including consent to the jurisdiction of the courts and the governmental bodies
19 and agencies of the Tribe, with respect to any civil or regulatory matter arising
20 out of such consensual relationship with the Quapaw Tribe. The act of entry
21 into the jurisdiction of the Tribe by an extraterritorial seller or merchant or

1 other person engaged in commerce, or by their agent, shall be considered
2 consent by such person or entity to the jurisdiction of the Tribe, including the
3 jurisdiction of the courts, governmental bodies, taxing authorities, and
4 regulatory agencies of the Tribe, for any dispute or other matter arising out of
5 such transaction, regardless of where the sale or transaction was made or took
6 place.

7 "C. All entities or persons who apply for licenses under this Ordinance
8 shall be required, as a condition to such licensing, to acknowledge the
9 authority and jurisdiction of the Tribe, including the jurisdiction of the courts
10 of the Tribe, the Tribal Gaming Agency, and the Tribal Gaming Commission,
11 over their activities and transactions conducted within the Indian Country of
12 the Tribe and with the Gaming Operations of the Tribe. As a further condition
13 to such licensing, all such persons or entities shall be required to acknowledge
14 their duty to comply with all applicable Tribal and federal laws and
15 regulations and the terms of any gaming compact(s) between the Tribe and the
16 State of Oklahoma then in effect and as may subsequently be amended."

17 Sec. 3. Section 4 of Title 17 of the Quapaw Code is hereby amended as
18 follows:

19 **"§ 4. Definitions**

20 "For the purpose of this subtitle certain words shall have the meanings
21 specified in this section. Words used in the singular include the plural, and

1 words used in the plural include the singular. Words used in the masculine
2 gender include the feminine and words used in the feminine gender include
3 the masculine. The following definitions shall apply to gaming and other
4 activities conducted under this Ordinance:

5 "F.—"Business Committee" means the Quapaw Tribal Business
6 Committee, the elected governing body of the Tribe.

7 "A.—"Class I gGaming" means social games solely for prizes of
8 minimal value or traditional forms of gaming engaged in by individuals as a
9 part of, or in connection with, tribal ceremonies or celebrations.

10 "B.—"Class II gGaming" means:

11 "1. Lotto or the game of chance commonly known as bingo
12 (whether or not electronic, computer, or other technological aids are used
13 in connection therewith):

14 "a. which is played for prizes, including monetary prizes, with
15 cards bearing numbers or other designations;

16 "b. in which the holder of the card covers such numbers or
17 designations with objects, similarly numbered or designated,
18 which are drawn or electronically determined; and

19 "c. in which the game is won by the first person covering a
20 previously designated arrangement of numbers or
21 designations on such cards, including, (if played in the same

1 location) pull-tabs, lotto, punch boards, tip jars, instant
2 bingo, and other games similar to bingo; and

3 "2. Non-banking card games that:

4 "a. are explicitly authorized by the laws of the State of
5 Oklahoma, or

6 "b. are not explicitly prohibited by the laws of the State of
7 Oklahoma and are played at any location in the State, but
8 only if such card games are played in conformity with those
9 laws and regulations (if any) of the State regarding hours or
10 periods of operation of such card games or limitations on
11 wagers or pot sizes in such card games or as otherwise
12 authorized through a tribal-state compact between the Tribe
13 and the State; and

14 "c. If played in the same location as bingo: lotto, pull-tabs,
15 punch boards, tip jars, instant bingo, and other games similar
16 to bingo.

17 "C.—"Class III gGaming" includes all other forms of gaming not
18 coming within the definitions of Class I or II gGaming, including slot
19 machines and electromechanical facsimiles of any game of chance.

20 "D.—"Commission" means the Tribal Gaming Commission,
21 established to secure, oversee, and protect the honesty, integrity, fairness, and

1 security of Quapaw Tribal gaming by adjudicating matters that come before it
2 and perform such other functions as are authorized by this Ordinance.

3 “ Executive Officer” means, with respect to an applicant who is or
4 proposes to be a Qualified Gaming Financier, its chief executive officer, chief
5 operating officer, if any, and chief financial officer, or the equivalent of these
6 positions.

7 ~~“E.—“Tribal Gaming Agency Director” means the head of the Tribal~~
8 ~~Gaming Agency charged with overall supervisory and administrative~~
9 ~~responsibility for directing the Tribe’s gaming licensing program; for~~
10 ~~monitoring the Facility’s compliance with the Indian Gaming Regulatory Act;~~
11 ~~and for general enforcement of this gaming oOrdinance and all regulations~~
12 ~~issued in relation hereto.~~

13 “ “Facility” and “Facilities” means the location(s) where any gaming
14 activities of the Tribe are conducted.

15 “ “Gaming Financier” means, unless otherwise provided herein or in a
16 compact in effect with the State of Oklahoma, any provider of financing to a
17 Gaming Operation.

18 “F.—“Gaming Operation” means each economic entity licensed by
19 the Tribe that operates games, receives gaming revenues, issues gaming prizes
20 and pays the expense of operation. Said Gaming Operation may be operated
21 by the Tribe or by a management contractor.

1 “G.—“Gaming Related Vendor” means any person or business entity
2 that supplies any goods or services directly related to the gaming operation.

3 This includes:

4 “1. Suppliers/Manufacturers of gaming equipment and devices
5 including electronic, computer, or technological aids to games;

6 “2. Providers of accounting services; and

7 “3. ~~Any provider of financing to the Gaming Operation~~ Gaming
8 Financiers.

9 “I.—“Gross Gaming Revenue” means the annual total amount of cash
10 wagered on eClass II and eClass III games and admission fees (including table
11 or card fees, if any, less any amounts paid out as prizes or paid for prizes
12 awarded.

13 “ “Indian Lands” shall have the same meaning as is set forth under 25
14 U.S.C. § 2703(4)(A).

15 “K.—“Key Employee” means the four most highly compensated
16 persons in the gaming operation and persons who perform one or more of the
17 following functions:

18 “1. Bingo Caller;

19 “2. Counting room supervisor;

20 “3. Chief of security;

21 “4. Custodian of gaming supplies or cash;

1 “5. Floor manager;

2 “6. Dealer;

3 “7. Custodian of gambling devices including persons with access to
4 cash and accounting records within such devices;

5 “8. Pit bosses;

6 “9. Croupier;

7 “10. Approver of credit; and

8 “11. If not otherwise included, any other person whose total cash
9 compensation is in excess of \$50,000 per year;.

10 “L.—“Licensee” means any person or entity holding a valid and
11 current license pursuant to the provisions of this Gaming Ordinance.

12 “N.—“Management Contract” means any contract, subcontract, or
13 collateral agreement between Tribe and a contractor or between a contractor
14 and a subcontractor if such contract or agreement provides for the
15 management of all or part of a gaming operation.

16 “O.—“Net Revenue” means the gross gaming revenue of Indian
17 gaming activity less amounts paid out as, or paid for, prizes and total gaming-
18 related operating expenses, excluding management fees.

19 “P.—“NIGC” means the National Indian Gaming Commission.

20 “H.—“Non-Gaming Vendor” means any person or business entity that
21 provides nonessential goods or services that are not directly related to gaming.

1 This includes but is not limited to:

2 "1. Providers or subcontractors of food and beverage services and
3 goods;

4 "2. Providers or subcontractors of entertainment or entertainment
5 services;

6 "3. Providers or subcontractors of non-gaming products, like such as
7 gifts, tobacco, or other non-gaming products;

8 "4. Providers or subcontractors of cash counting machines; and

9 "5. Providers or subcontractors of any other non-gaming machine,
10 equipment, or device;

11 ~~"I. "Gross Gaming Revenue" means the annual total amount of cash~~
12 ~~wagered on class II and class III games and admission fees (including table or~~
13 ~~card fees, if any, less any amounts paid out as prizes or paid for prizes~~
14 ~~awarded.~~

15 ~~"J. "Tribe" means the Quapaw Tribe of Oklahoma.~~

16 ~~"K. "Key Employee" means the four most highly compensated~~
17 ~~persons in the gaming operation and persons who perform one or more of the~~
18 ~~following functions:~~

19 ~~"1. Bingo Caller;~~

20 ~~"2. Counting room supervisor;~~

21 ~~"3. Chief of security;~~

1 ~~"4. Custodian of gaming supplies or cash;~~
2 ~~"5. Floor manager;~~
3 ~~"6. Dealer;~~
4 ~~"7. Custodian of gambling devices including persons with access to~~
5 ~~cash and accounting records within such devices;~~
6 ~~"8. Pit bosses;~~
7 ~~"9. Croupier;~~
8 ~~"10. Approver of credit; and~~
9 ~~"11. If not otherwise included, any other person whose total cash~~
10 ~~compensation is in excess of \$50,000 per year;~~
11 ~~"L. "Licensee" means any person or entity holding a valid and~~
12 ~~current license pursuant to the provisions of this Gaming Ordinance.~~
13 ~~"M. "Tribal Gaming Agency" means the administrative department~~
14 ~~within the Tribal government responsible for day-to-day regulation of the~~
15 ~~Tribe's gaming operation(s), including the issuance of all gaming licenses and~~
16 ~~the authority to enforce compliance with this ordinance and all applicable~~
17 ~~federal laws related to tribal gaming.~~
18 ~~"N. "Management Contract" means any contract, subcontract, or~~
19 ~~collateral agreement between Tribe and a contractor or between a contractor~~
20 ~~and a subcontractor if such contract or agreement provides for the~~
21 ~~management of all or part of a gaming operation.~~

1 ~~“O. “Net Revenue” means the gross gaming revenue of Indian~~
2 ~~gaming activity less amounts paid out as, or paid for, prizes and total gaming-~~
3 ~~related operating expenses, excluding management fees.~~

4 ~~“P. “NIGC” means the National Indian Gaming Commission.~~

5 ~~“Q. “Tribal Lands” means any land over which the Tribe exercises~~
6 ~~governmental power and that are held in trust for the benefit of the Tribe or~~
7 ~~lands held by the Tribe or a tribal member of the Tribe subject to restrictions~~
8 ~~on alienation.~~

9 ~~“R. “Primary Management Official” or “PMO” means~~

10 ~~“1. The person having management responsibility for a management~~
11 ~~contract;~~

12 ~~“2. Any person who has authority:~~

13 ~~a. To hire and fire employees;~~

14 ~~b. To set up working policy for the gGaming eOperation;~~

15 ~~or~~

16 ~~“3. The officers, directors, or members of any Tribal governmental~~
17 ~~instrumentality or other Tribal entity that is established to operate, manage, or~~
18 ~~direct the Tribe’s Gaming Operations.~~

19 ~~“43. The chief financial officer or other person who has financial~~
20 ~~management responsibility.~~

21 ~~““Qualified Gaming Financier” means any Gaming Financier that is: a~~

1 federally or state regulated bank or commercial lending institution; a
2 broker-dealer registered under the Securities Exchange Act of 1934, as
3 amended; an investment company registered under the Investment Company
4 Act of 1940, as amended; an investment advisor registered under the
5 Investment Advisors Act of 1940, as amended; or an insurance company
6 registered under any federal or state insurance agency.

7 "S.—"Secretary" means the Secretary of the Interior of the United
8 States.

9 ~~"T.—"Business Committee" means the elected governing body of the~~
10 ~~TribeQuapaw Tribal Business Committee.~~

11 "M.—"Tribal Gaming Agency" or "TGA" means the administrative
12 department within the Tribal government responsible for day-to-day
13 regulation of the Tribe's gaming operation(s), including the issuance of all
14 gaming licenses and the authority to enforce compliance with this ~~e~~Ordinance
15 and all applicable federal laws related to tribal gaming.

16 "E.—"Tribal Gaming Agency Director" or "TGA Director" or
17 "Director" means the head of the Tribal Gaming Agency charged with overall
18 supervisory and administrative responsibility for directing the Tribe's gaming
19 licensing program; for monitoring the Facilitieys's compliance with the
20 Indian Gaming Regulatory Act; and for general enforcement of this gaming
21 ~~e~~Ordinance and all regulations issued in relation hereto.

1 “Q. ~~“Tribal Lands” means any land over which the Tribe exercises~~
2 ~~governmental power and that are held in trust for the benefit of the Tribe or~~
3 ~~lands held by the Tribe or a tribal member of the Tribe subject to restrictions~~
4 ~~on alienation.~~

5 “J. ~~“Tribe” means the Quapaw Tribe of Oklahoma (O-Gah-Pah).~~”

6 The definitions set forth in Section 4 of Title 17 of the Quapaw Code
7 shall be reorganized into alphabetical order according to the first letter of the
8 term being defined, and the former capital letter designations for each defined
9 term are hereby deleted.

10 Sec. 4. Section 6 of Title 17 of the Quapaw Code is hereby amended as
11 follows:

12 **“§ 6. Audits**

13 “A. The Tribe shall ensure that its Gaming Operations ~~are the facility is~~
14 subjected to an independent audit of its gaming operations annually, and the
15 Director of the Tribal Gaming Agency, acting on behalf of the Tribe, shall
16 submit the resulting audit reports to the National Indian Gaming Commission.

17 “B. All gaming-related contracts that result in the purchase of supplies,
18 services, or concessions in excess of \$25,000 annually, except contracts for
19 professional legal and accounting services, shall be specifically included in ~~the~~
20 any audit required under this Ordinance.”

21 Sec. 5. The heading of Section 8 of Title 17 of the Quapaw Code is

1 hereby amended to replace the existing heading "License Location" with
2 "Gaming Facility License Required."

3 Sec. 6. Section 9 of Title 17 of the Quapaw Code is hereby amended as
4 follows:

5 Subsection 9(A) is hereby amended as follows:

6 "In order to regulate gaming on Indian Tribal Lands, the Tribal Gaming
7 Commission is hereby established; and is delegated exclusive jurisdiction to
8 adjudicate appeals of all final actions and decisions of the Tribal Gaming
9 Agency, subject to appellate review by the Tribal Court, as provided under
10 law. The Commission is vested with all necessary powers to:"

11 Subsection 9(E)(7) is hereby amended as follows:

12 "To conduct hearings to review actions and decisions of the Tribal
13 Gaming Agency in accordance with ~~the Section 19~~ of this Ordinance
14 pertaining to hearings and appeals;"

15 Subsection 9(F)(4) is hereby amended as follows:

16 "All decisions of the Commission shall be issued in writing and shall
17 be final and such other requirements as set forth ~~in Section 19~~ herein shall be
18 met; and"

19 The first sentence of Subsection 9(I) is hereby amended as follows:

20 "The Commissioner shall refrain at all times during his or her term of
21 office from participating in any gaming activities at ~~the Quapaw Casino or any~~

1 Facility or other gaming establishment under the Commission's jurisdiction,
2 and shall not adjudicate any matter in which a party to the dispute is a member
3 of the Commissioner's immediate family or is an entity in which the
4 Commissioner has a pecuniary interest."

5 Sec. 7. Section 10 of Title 17 of the Quapaw Code is hereby amended
6 as follows:

7 Subsection 10(A) is hereby amended as follows:

8 "In order to issue licenses to gaming related vendors, key employees,
9 PMOs, and to register all other vendors in compliance with the law and to
10 ensure that gaming is conducted in accordance with this Ordinance and any
11 related Tribal ordinances, rules and/or regulations, the Indian Gaming
12 Regulatory Act, and all applicable rules and regulations, the Tribal
13 ~~Department of Gaming Licensing and Enforcement (hereinafter referred to as~~
14 ~~the Tribal Gaming Agency)~~ is hereby established and, except as otherwise
15 provided herein, is delegated exclusive jurisdiction to hear and decide all
16 matters under this Ordinance in the first instance."

17 Subsection 10(B) is hereby amended as follows:

18 "Issuance of any license pursuant to this ~~subtitle~~ Ordinance does not
19 constitute the creation of a duty by the Tribe to indemnify a licensee for any
20 wrongful acts against the public, or to guarantee the quality of goods, services,
21 or expertise of a licensee, or to otherwise shift responsibility from the licensee

1 to the Tribe for proper training, conduct, or equipment of self or agents, even
2 if specific regulations require standards of training, conduct, or inspection.”

3 Subsection 10(D) is hereby amended as follows:

4 “Other than any specific employees designated in this Ordinance, the
5 Tribal Gaming Agency, subject to the authorization of the Business
6 Committee, will employ such staff as may be necessary to carry out its duties,
7 but which at a minimum will include a compliance officer(s) and licensing
8 officials, as needed.”

9 Subsection 10(E)(1) is hereby amended as follows:

10 “To secure, monitor, and safeguard the honesty, integrity, fairness, and
11 security of ~~the~~ all Tribal gaming operations;”

12 Subsection 10(E)(9) is hereby amended as follows:

13 “To conduct background investigations on PMOs and key employees
14 according to requirements at least as stringent as those in 25 C.F.R. Parts 556
15 and 558;”

16 Subsection 10(E)(10) is hereby amended as follows:

17 “To forward complete employment applications and the results of
18 background investigations for PMOs and key employees to the NIGC. Said
19 applications must include the notices ~~in Section 11, Subsection B below~~ as
20 required hereunder;”

21 Subsection 10(E)(14) is hereby amended as follows:

1 “To ensure that ~~the annual outside~~ audits as required hereunder are is
2 conducted and to transmit the reports to the NIGC;”

3 Subsection 10(E)(15) is hereby amended as follows:

4 “To monitor gaming activities to ensure compliance with this
5 Ordinance, ~~and the Indian Gaming Regulatory Act, the Tribal-State gaming~~
6 compacts with the State of Oklahoma, and all other laws applicable to the
7 Tribe’s gaming activities, including rules and regulations issued thereunder.”

8 Subsection 10(E)(16) is hereby amended as follows:

9 “To work with law enforcement and regulatory agencies as needed to
10 carry out the Tribal Gaming Agency’s duties and responsibilities;”

11 New subsections are hereby added to Section 10 of Title 17 of the
12 Quapaw Code immediately after existing subsection 10(E)(21), which new
13 language is to read as follows:

14 “22. Carry out all duties and functions necessary to implement, carry-
15 out, and enforce the provisions of this Ordinance, including, but not limited to,
16 the development of internal agency forms, schedules, guidance documents,
17 policies and procedures; and

18 “23. Issue such orders and directives as may be necessary to ensure
19 the Tribe’s compliance with all applicable laws and the terms of any Tribal-
20 State gaming compact, including, but not limited to orders to compel, cease
21 and desist, and cure.”

1 The first sentence of Subsection 10(G) is hereby amended as follows:

2 “The Director of the Tribal Gaming Agency and staff shall refrain at all
3 times from participating in any gaming activities at ~~the Quapaw Casino or any~~
4 ~~other~~ gaming establishment under the Agency’s authority, and neither the
5 Director nor staff shall handle any matter in which an applicant or subject is a
6 member of his or her immediate family or is an entity in which he or she has a
7 pecuniary interest.”

8 In addition to the foregoing, the word “and” is hereby deleted at the end
9 of Subsection 10(E)(20) of Title 17 of the Quapaw Code, and the period at the
10 end of Subsection 10(E)(21) of Title 17 of the Quapaw Code is hereby
11 replaced with a semicolon.

12 Sec. 8. Section 11 of Title 17 of the Quapaw Code is hereby amended
13 as follows:

14 Subsection 11(A)(1) is hereby amended as follows:

15 “1. Each person or entity having a management contract, each
16 primary management official and each key employee shall complete an
17 application for an initial license or renewal of an existing gaming license for
18 each gaming establishment on an application form prescribed by the Tribal
19 Gaming Agency. The application shall set forth:

20 “a. the name under which the applicant transacts or intends to
21 transact business on Indian Tribal Lands;

1 Subsection 11(C) is hereby amended as follows:

2 "Each application shall be accompanied by payment of an application
3 fee established by the Tribal Gaming Agency to which shall include the cost
4 of the background investigation conducted pursuant to ~~Section 12~~ below the
5 requirements of this Ordinance."

6 Subsection 11(E) is hereby amended as follows:

7 "An application for a gaming license shall include a description of the
8 place, facility, or location on Indian~~Tribal~~ Lands where the applicant will
9 operate a gaming operation or where the applicant will be employed."

10 Sec. 9. Section 13, subsection I(2), of Title 17 of the Quapaw Code is
11 hereby amended as follows: "Upon suspension, the Tribal Gaming Agency
12 shall within five (5) calendar days forward a copy the notification of the
13 suspension and any other relevant documentation to the Gaming
14 Commission."

15 Sec. 10. Section 14 of Title 17 of the Quapaw Code is hereby amended
16 as follows:

17 **"A. Gaming Licenses Required**

18 "1. All employees of a Quapaw Tribal gaming facility and all
19 gaming related vendors, suppliers, and/or distributors, including principals,
20 technicians, or other persons with access to gaming machines, and/or secure,
21 sensitive, or restricted areas of the gaming operation, must apply for a license

1 prior to the initiation of the licensees' activities.

2 "2. ~~The a~~Applicants shall for any Quapaw gaming license must fully
3 complete the pertinent gaming license application truthfully and honestly and
4 provide the Tribal Gaming Agency all necessary documents and information
5 to obtain a background investigation, including any additional information that
6 may be requested by the Tribal Gaming Agency.

7 "3. All licensees have a continuing obligation to notify the Tribal
8 Gaming Agency in the event of any change of circumstance causing any
9 information on his or her gaming license application to become obsolete,
10 including but not limited to: a criminal charge, arrest, or conviction for he or
11 she is arrested for or charged with any criminal wrongdoing, excluding minor
12 traffic violations;; the filing of a petition files for bankruptcy;; or
13 receiver receipt of a federal, Tribal, or state tax lien; a change of name, address,
14 or other personal information; or entry of a civil judgment.

15 "4. An employee gaming license shall be valid for a period of two-
16 years. Licensees must submit an application for renewal to the Tribal Gaming
17 Agency not less than ninety (90) days prior to the date of expiration of his or
18 her gaming license in accordance with the policies and procedures established
19 by the TGA.

20 "5. Separate licenses will be issued for employees of each Quapaw
21 Tribal gaming operation and may only be transferred between facilities in

1 accordance with the policies and procedures established by the TGA.

2 **"B. Annual-License Fees**

3 ~~The following annual fee schedule shall apply to each class of gaming~~
4 ~~licenses:~~

5 1. ~~Class "A" License. A class "A" license may be issued to any~~
6 ~~employee of a gaming facility at an annual rate of \$15.00 (Fifteen). At the~~
7 ~~discretion of the Tribal Gaming Agency, a Class "A" license may be issued on~~
8 ~~a provisional basis.~~

9 2. ~~Class "B" License. A class "B" license may be issued to any~~
10 ~~manager of a tribal gaming operation owned by the Quapaw Tribe, at an~~
11 ~~annual rate of \$1,000.00 (One Thousand Dollars) for the revocable privilege~~
12 ~~of conducting in a specific location within the reservation of the Quapaw~~
13 ~~Tribe for each calendar year.~~

14 3. ~~Class "C" License. A class "C" license may be issued to any~~
15 ~~distributor, manufacturer or vendor of gambling equipment and/or video~~
16 ~~games of chance to be used in a Tribal gaming enterprise; the license shall be~~
17 ~~valid for a period of one year and shall have an annual license fee of \$500.00~~
18 ~~(Five Hundred Dollars).~~

19 4. ~~Class "D" License. A class "D" license may be issued for each~~
20 ~~electronically enhanced Class II game unit, terminal, or dispenser to be used in~~
21 ~~a Tribal gaming enterprise; the license shall be valid for a period of one year~~

1 ~~and shall have an annual fee of \$50.00 (Fifty Dollars) per game unit, terminal,~~
2 ~~or dispenser and shall be paid by the distributor, supplier, or vendor in~~
3 ~~addition to the Class C license fee provided for in Subsection (c).~~

4 “The Quapaw Tribal Gaming Agency shall establish a license and fee
5 schedule for implementation on or about the first day of each calendar year for
6 each of the following types of licenses:

7 “1. Gaming Employee License—All gaming operation employees
8 must be licensed in accordance with the standards established in this
9 Ordinance. The Tribal Gaming Agency shall be authorized to issue temporary
10 employee licenses and to place conditions or restrictions on any employee
11 gaming license.

12 “2. Primary Management Officials/Key Employees—All key
13 employees and primary management officials must be licensed in accordance
14 with the standards established in this Ordinance. The Tribal Gaming Agency
15 shall be authorized to issue temporary licenses and to place conditions or
16 restrictions on any key employees and primary management official gaming
17 license. Key employees and primary management officials must provide a
18 financial history disclosure form.

19 “3. Gaming Vendors—All vendors, suppliers, and distributors of
20 gaming and gaming related equipment and supplies must be licensed annually.

21 “4. Gaming Machines—Class II and Class III gaming machines and

1 systems must be licensed annually.

2 **“C. Employee Credentials**

3 “The Tribal Gaming Agency shall be authorized to establish a program
4 and standards for the issuance of credentials to employees of any
5 instrumentality of the Quapaw Tribe for employment in any businesses or
6 enterprise collateral to a Quapaw Tribal gaming operation. Such standards
7 shall include provisions for a background investigation to include, at a
8 minimum, a criminal history check.

9 **“DC. Adjustment of Annual Fee**

10 “The Tribal Business Committee may adjust the amount of the annual
11 fees for gaming licenses and other fees, upon recommendation by the Tribal
12 Gaming Agency, provided that any increase shall take effect only on the
13 ensuing January 1.

14 **“ED. Payment in Advance**

15 “Annual license fees shall be paid in advance of the initial issuance or
16 renewal of a license.

17 **“FE. Prorated Annual Fee**

18 “The ~~annual license fee~~ fee for licenses required to be paid or renewed
19 annually shall be prorated in the case of each initially issued license.”

20 Sec. 11. A new section is hereby inserted into Title 17 of the Quapaw
21 Code, to follow immediately after existing Section 15, and to contain the

1 following language:

2 **“§ 16. Regulation of Qualified Gaming Financiers**

3 **“A. Licensing of Qualified Gaming Financiers**

4 “Any Qualified Gaming Financier may be licensed as a gaming-related
5 vendor under this Ordinance upon receipt by the TGA of an application in the
6 form required by the TGA, and upon payment of the required licensing fee, if
7 any.

8 **“B. Standards and Procedures**

9 “The TGA shall promulgate standards and procedures for the issuance
10 of a Qualified Gaming Financier license consistent with this Ordinance,
11 subject to the approval of the Commission.

12 **“C. Scope of License**

13 “1. A license granted to a Qualified Gaming Financier shall
14 constitute a license to the named applicant only and shall be effective only
15 with respect to such applicant’s activities as a Gaming Financier, and those
16 activities necessary or incidental thereto, and no other activity which would
17 otherwise cause the applicant to constitute a gaming-related vendor.

18 “2. Notwithstanding anything to the contrary in this Ordinance,
19 none of the following persons or entities, solely in their capacity as such, shall
20 be deemed to be a Gaming Financier or a Gaming Related Vendor subject to
21 licensing under this Ordinance: (a) any person or entity holding any debt

1 securities, notes, bonds, or other commercially traded instruments of a
2 Gaming Operation initially purchased from such Gaming Operation by a
3 Qualified Gaming Financier; and (b) any trustee, or entity performing similar
4 functions, with respect to any debt securities, notes, bonds or other
5 commercially traded instruments of a Gaming Operation.

6 **“D. Obligations of Qualified Gaming Financiers**

7 “Except as otherwise provided herein, or as required by the TGA
8 pursuant to its duties and powers under this Ordinance, applicants licensed as
9 Qualified Gaming Financiers hereunder will not be subject to regular reporting
10 requirements, including such reporting requirements applicable to other
11 licensees, during the term of their licenses. If a Qualified Gaming Financier’s
12 license lapses or otherwise terminates as herein provided, the recipient of such
13 license shall not act as a Gaming Financier until it again duly files a completed
14 application for such license.

15 **“E. Term of Qualified Gaming Financier Licenses**

16 “Each Qualified Gaming Financier License shall remain in effect until
17 the earlier of (i) December 31 of the second calendar year following the year
18 in which the application was submitted to the TGA or (ii) withdrawal of the
19 application by the applicant or (iii) the expiration of any engagement letter or
20 term sheet or loan agreement or other financing or security agreement between
21 the Qualified Gaming Financier and the respective Gaming Operation.

1 **"F. Background Investigations**

2 "Except as otherwise required by the Director within his or her
3 discretion, the background investigation of each Executive Officer of an
4 applicant for a Qualified Gaming Financier license will consist solely of a
5 review of publicly available information contained in filings with the Office of
6 the Comptroller of the Currency, the Federal Deposit Insurance Corporation,
7 the Federal Reserve Board, the Securities and Exchange Commission, the
8 National Association of Securities Dealers, various stock exchanges, and other
9 Tribal, federal, and state agencies regulating Qualified Gaming Financiers,
10 depending upon the organization and the corporate charter of each such
11 applicant."

12 The existing sections of Title 17 that follow this new section shall be
13 renumbered in sequence.

14 Sec. 12. Subsection 15(B)(2) of Title 17 of the Quapaw Code is hereby
15 amended as follows:

16 "2. For business entities:

- 17 a. the name of the business,
18 b. the purpose of business;
19 c. the goods or services to be provided to the gaming
20 operation;
21 d. current business address and telephone numbers;

- 1 e. the location of the gaming establishment for which the
2 gaming license is sought;
- 3 f. the name under which the applicant transacts or intends to
4 transact business on Indian Tribal Lands; and
- 5 g. such other information as the Director of Licensing and
6 Enforcement may require.”

7 Sec. 13. Existing Section 17 of Title 17 of the Quapaw Code is hereby
8 amended as follows:

9 Subsection 17(A) is hereby amended as follows:

10 “No person shall operate or conduct any gaming activity in a gaming
11 operation within the exterior boundaries of ~~Tribal~~ Indian Lands without a
12 gaming license issued by the Tribal Gaming Agency, as required by this
13 Ordinance.”

14 The following new subsections are hereby inserted immediately after
15 Subsection 17(J), as follows:

16 **“J. Failure to Maintain Suitability**

17 “It shall be a substantial violation for any licensee to fail or cease to
18 meet the suitability standards established by this Ordinance.

19 **“K. Fraudulent Conduct**

20 “It shall be a substantial violation of this Ordinance for any person or
21 entity to engage in any fraudulent conduct, which shall include:

1 "1. Defrauding the Quapaw Tribe, any licensee, or any participant in
2 any gaming activity or promotion;

3 "2. Providing information that is known or should have been known
4 to be false or making any false statement with respect to an application for
5 employment or for any license or permit;

6 "3. Claiming, collecting or taking, or attempting to claim, collect or
7 take, money or anything of value in or from a game/gaming facility with intent
8 to defraud or claiming, collecting or taking an amount greater than the amount
9 actually won in such game;

10 "4. Providing information that is known or should have been known
11 to be false or misleading or making any false or misleading statement to the
12 Tribe, the Tribal Gaming Agency, or other civil or criminal law enforcement
13 agency of the Tribe in connection with any contract for services or property
14 related to gaming;

15 "5. Making any statement that was known or should have been
16 known to be false or misleading in response to any official inquiry by the
17 Tribal Gaming Agency or other civil or criminal law enforcement agency of
18 the Tribe;

19 "6. Falsifying, destroying, erasing or altering any books, computer
20 data, records, or other information relating to a gaming facility or activity;

21 "7. Entering into any contract, or making payment on any contract

1 for the delivery of goods or services to a gaming facility, when such contract
2 fails to provide for or result in the delivery of goods or services of less than
3 fair value for the payment made or contemplated;

4 “8. Concealing, altering, defacing, or destroying any records,
5 documents, information, or materials of any kind, including, but not limited
6 to, photographs, audio recordings, or video tapes;

7 “9. Offering or attempting to offer anything of value, to a licensee in
8 an act that is an attempt to induce, or may be perceived as an attempt to
9 induce, the licensee to act or refrain from acting in a manner contrary to the
10 official duties of the licensee under Quapaw Tribal law; and

11 “10. Acceptance by a licensee of anything of value with the
12 expectation that receipt of such thing of value is intended, or may be perceived
13 as intended, to induce the licensee to act or refrain from acting, in a manner
14 contrary to the official duties of the licensee under Quapaw Tribal law.

15 **“L. Unlawful Diversion of Tribal Gaming Revenue**

16 “It shall be a substantial violation of this Ordinance for any person or
17 entity to divert gaming revenue for any unauthorized purpose of any kind.

18 **“M. Impeding a Tribal Investigation**

19 “It shall be a substantial violation of this Ordinance for any person or
20 entity to impede a Tribal investigation, including by:

21 “1. Lying to or otherwise providing false or misleading information

1 to the TGA or any civil or criminal law enforcement agency of the Tribe;

2 “2. Attempting to influence another person to:

3 “a. Withhold or otherwise fail to disclose any records, documents,

4 materials, or other information of any kind requested verbally or in writing by

5 the Tribal Gaming Agency or any civil or criminal law enforcement agency of

6 the Tribe;

7 “b. Refuse to be interviewed by the Tribal Gaming Agency or any

8 civil or criminal law enforcement agency of the Tribe;

9 “c. Lie or otherwise provide false or misleading information to the

10 Tribal Gaming Agency or any civil or criminal law enforcement agency of the

11 Tribe;

12 “d. Falsify any records, documents, information, or materials of any

13 kind, including, but not limited to, photographs, audio recordings, or video

14 tapes relevant to a Tribal Gaming Agency or other Tribal investigation; or

15 “e. Conceal, alter, deface, or destroy any records, documents,

16 information, or materials of any kind, including, but not limited to,

17 photographs, audio recordings or video tapes relevant to a Tribal Gaming

18 Agency or other Tribal investigation.

19 **“N. Improper Interference**

20 “It shall be a substantial violation of this Ordinance for any person or

21 entity to engage in:

1 "1. Acts or omissions of an individual that interfere with or prevent
2 the Tribal Gaming Agency from fulfilling its duties and responsibilities under
3 this Ordinance; or

4 "2. Making any offer or any promise of consideration or thing of
5 value for the purpose of affecting a decision or actions of the Tribal Gaming
6 Agency.

7 **"O. Failure to Comply With Quapaw Gaming Regulations**

8 "It shall be a violation of this Ordinance for any person or entity subject
9 to the jurisdiction of the Quapaw Tribe to:

10 "1. Handle cash in a manner inconsistent with the Quapaw Tribal
11 Internal Control regulations;

12 "2. Allow, assist in or carryout the installation of gaming machines
13 in a manner that is inconsistent with the pre-installation and installation
14 requirements established by the Tribal Gaming Agency;

15 "3. Fail to adhere to gaming license regulations or promptly report
16 to the Tribal Gaming Agency the presence on the floor of any Quapaw Tribal
17 gaming facility any gaming machine that is not properly licensed; or

18 "4. Refuse to comply with an order, directive, request, or demand of
19 the Tribal Gaming Agency or the Commission."

20 Sec. 14. The language of existing Section 19(C) of Title 17 of the
21 Quapaw Code is hereby amended as follows:

1 “A non-refundable filing fee of one hundred dollars (\$100.00) made
2 payable to the Quapaw Tribal Gaming Agency Commission—shall be
3 accompany all requests for appeals, provided that such fee may be waived by
4 the Tribal Gaming Agency~~Gaming Commission~~ upon a showing of hardship.”

5 Sec. 15. New sections are hereby added to Title 17 of the Quapaw Code
6 immediately after the existing Section 19, with the language of the new
7 sections to read as follows:

8 “**§ 21. Appeals from Final Actions of the Tribal Gaming**
9 **Commission**”

10 “**A. Jurisdiction**”

11 “1. The Quapaw Tribal Court shall have exclusive jurisdiction to
12 review all final orders or actions of the Tribal Gaming Commission, as
13 provided herein.”

14 “2. Review of any action of the Tribal Gaming Commission
15 provided for herein shall be shall be initiated by a notice of appeal filed not
16 later than thirty (30) days after the date the order or action appealed from is
17 entered or taken. Failure to seek review as provided herein shall constitute a
18 waiver of all rights of appeal and further shall deprive the Tribal Court of
19 jurisdiction over the matter.”

20 “**B. Review in Administrative Appeals**”

21 “1. In appeals to the Tribal Court brought pursuant to this section,

1 review shall be limited to the record that was before the Tribal Gaming
2 Commission at the time of the final decision or action appealed from,
3 including: (a) the order or decision involved; (b) any findings or reports on
4 which such order is based; (c) the notices, pleadings, evidence, and other
5 materials placed into the record before the administrative hearing officer; (d)
6 any transcriptions made of any hearings; and (e) any other materials entered
7 into the record by the hearing officer, administrative record of its decision.

8 "2. The Tribal Court shall afford deference, as appropriate, to the
9 expertise of the administrative agency, and shall not set aside, modify, or
10 remand any action or decision or action except upon a finding that such
11 decision, action, or inaction was:

12 "a. Arbitrary and capricious, an abuse of discretion, or otherwise not
13 in accordance with law;

14 "b. Contrary to Tribal law or other applicable controlling law;

15 "c. In excess of statutory jurisdiction, authority, or limitation or
16 short of statutory right;

17 "d. Without observance of procedure required by law; or

18 "e. Unsupported by a preponderance of the evidence in a case
19 reviewed on the record.

20 "3. The Tribal Court may remand any matter to the Tribal Gaming
21 Commission or Tribal Gaming Agency for further proceedings, as warranted

1 by the circumstances.

2 **“C. Standing to Seek Review**

3 “1. Only those persons or entities directly and adversely affected by
4 a decision or action of the Gaming Operation, the Tribal Gaming Agency, or
5 the Tribal Gaming Commission shall have standing to appeal a decision or
6 action of the Tribal Gaming Commission, except where:

7 “a. The petitioner is seeking relief against the Tribal Gaming
8 Agency for an action unduly or unreasonably delayed or withheld, where such
9 inaction is causing articulable harm to the Petitioner; or

10 “b. The petitioner is a licensee seeking review of an administrative
11 regulation promulgated pursuant to this ordinance on the grounds that such
12 regulation is arbitrary and capricious, constitutes an abuse of discretion, or is
13 otherwise not in accordance with law.

14 **“D. Remedies**

15 Upon hearing an appeal hereunder, the Tribal Court may:

16 “1. Affirm, reverse, or modify an order or other action of the Tribal
17 Gaming Commission, or may or remand a matter as appropriate;

18 “2. Compel the Tribal Gaming Agency or Tribal Gaming
19 Commission to take an action unlawfully or unreasonably delayed or
20 withheld; or

21 “3. Set aside a regulation of the Tribe upon a finding that such

1 regulation or some portion thereof is arbitrary and capricious, an abuse of
2 discretion, or otherwise not in accordance with law.

3 **“E. Other Matters**

4 “1. A petitioner in any appeal brought hereunder shall bear the
5 burden of proof.

6 “2. Except as otherwise provided in this ordinance, the manner and
7 requirements for seeking review of administrative decisions by the Tribal
8 Court shall be in accordance with the Court’s rules and procedures.

9 “3. A petitioner may be represented by legal counsel in any
10 proceeding or adjudication hereunder at the petitioner’s sole expense. The
11 Tribal Court shall not award any attorney fees or costs for any matter arising
12 under this Ordinance.

13 “4. The filing of every appeal under this Ordinance shall be subject
14 to a non-refundable filing fee, as established under Tribal law, to be paid to
15 the Clerk of the Tribal Court upon filing.”

16 **“§ 22. Prize Claims and Patron Disputes**

17 **“A. Procedures**

18 All prize claims and patron disputes arising at Tribal Gaming
19 Operations shall be adjudicated in the first instance by the Tribal Gaming
20 Agency and the Tribal Gaming Commission as set forth herein and under the
21 procedures set forth in applicable administrative regulations.

1 **"B. Review by the Tribal Court**

2 "1. The Quapaw Tribal Court shall have jurisdiction to review final
3 orders and decisions entered by the Tribal Gaming Commission in relation to
4 prize claims and patron disputes; provided, however, that the Tribal Court
5 shall not have jurisdiction to hear an appeal of such claim or dispute unless a
6 final order has been entered by the Tribal Gaming Commission.

7 "2. Review by the Tribal Court of any final order or decision of the
8 Tribal Gaming Commission relating to a prize claim or a patron dispute shall
9 be initiated by a notice of appeal filed not later than thirty (30) days after the
10 date the order or action appealed from is entered or taken. Failure by a
11 claimant to seek review as provided hereunder shall constitute a waiver of all
12 rights of appeal and further shall deprive the Tribal Court of jurisdiction over
13 the matter.

14 "3. Review of final agency determinations relating to prize claims
15 and patron disputes shall be in accordance with the procedures hereunder for
16 other administrative appeals.

17 **"§ 23. Tort Claims**

18 **"A. Jurisdiction**

19 "1. All claims for personal injury or property damage arising from
20 or relating to the operation of any Tribal Gaming Operation shall be resolved
21 exclusively in the Quapaw Tribal Court, and in no other venue or locale.

1 "2. The Tribal Court shall have original and exclusive jurisdiction to
2 adjudicate all claims provided for herein, but only if:

3 "a. The purported injury occurred on the premises of a Facility or
4 Gaming Operation licensed under this Ordinance;

5 "b. The claimant (a) followed all required procedures pursuant to
6 Tribal law, including administrative regulations, and the pertinent terms of any
7 compact in effect between the Tribe and the State of Oklahoma relating to
8 such Gaming Operation, (b) exhausted any and all administrative remedies,
9 and (c) provided all of the information required for filing such a claim
10 including, without limitation, the delivery to the Gaming Operation of a valid
11 and timely written notice of tort claim, signed by the claimant under oath or
12 pursuant to a declaration affirming the validity of all information provided in
13 such notice;

14 "c. The Gaming Operation denied the tort or other claim; and

15 "d. The claimant filed an appeal in the Tribal Court no later than on
16 the one-hundred-eightieth (180th) day after the date the claimant received
17 notice of the denial of the claim by the Gaming Operation.

18 **"B. Limitations on Tort Claims**

19 "1. The Tribal Court shall have no jurisdiction to award damages to
20 any claimant in excess of the limits of the Gaming Operation's liability
21 insurance applicable to tort claims, and no judgment may be entered or

1 recovered except as against the Gaming Operation's public liability insurance
2 policy.

3 "2. A claimant's failure to file a tort claim or prize claim in
4 accordance with the requirements of this subsection and in accordance with all
5 applicable requirements of any compact in effect between the Tribe and the
6 State of Oklahoma relating to the Gaming Operation shall constitute a waiver
7 of all rights of appeal, and further shall deprive the Tribal Court of jurisdiction
8 over the claim.

9 "3. A claimant's failure to file a tort claim within one (1) year of the
10 date of the alleged injury shall deprive the Tribal Court of jurisdiction over the
11 matter and forever bar such tort claim against the Gaming Operation.

12 "4. The Tribal Court shall have no jurisdiction or authority to award
13 any damages from the assets or property of the Gaming Operation or the
14 Tribe.

15 "5. Nothing herein shall be construed as a waiver of the sovereign
16 immunity from unconsented suit of the Gaming Operation or the Tribe;
17 provided, however, no Gaming Operation shall assert its immunity from
18 unconsented suit as a defense to any claim for personal injury or property
19 damage filed hereunder in the Tribal Court if the amount claimed does not
20 exceed the limits of the Gaming Operation's public liability insurance and the
21 claim is otherwise asserted in accordance with the procedures set forth in this

1 Ordinance.

2 **"C. Remedies**

3 "1. The Tribal Court may award just and reasonable compensation
4 for a personal injury or property damage, subject to the limitations herein,
5 upon a finding that the Gaming Operation is liable as a matter of law given all
6 the facts and circumstances of the case as adduced at a hearing of the case
7 under applicable law, provided that:

8 "a. The amount of such award shall be reduced by ten percent
9 (10%) if the claim is filed with the Gaming Operation more than ninety (90)
10 days after the occurrence of the event allegedly giving rise to the claim; and

11 "b. The amount of compensation awarded for any one person for
12 personal injury, for any one occurrence for personal injury, or for any one
13 occurrence for property damage may not exceed the amount of the public
14 liability insurance in each such category of personal injury or property damage
15 maintained by the Gaming Operation for the express purposes of covering and
16 satisfying tort claims.

17 **"D. Filing Fees**

18 "Each tort claim filed pursuant to this Ordinance shall be subject to a
19 non-refundable filing fee, as established under Tribal law, to be paid to the
20 Clerk of the Tribal Court upon filing."

21 **"§ 24. Applicable Law**

1 **"A. Law Applicable to Tort Claims**

2 "The law governing every tort claim brought pursuant to this Ordinance
3 shall be Tribal law.

4 **"B. Law Applicable to Gaming Contracts**

5 "1. Every contract entered into by a Gaming Operation, the Tribal
6 Gaming Agency, and the Tribal Gaming Commission with any person or
7 entity who is required to hold a license or registration issued pursuant to this
8 Ordinance, or that involves or relates to gaming, shall be subject to all
9 applicable laws relating to and regulating Tribal gaming, including, without
10 limitation, the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq., and
11 the implementing regulations, 25 C.F.R. Chapter III, all Tribal laws relating to
12 and regulating gaming activities, including but not limited to this Ordinance
13 and the implementing regulations, any applicable compacts in force between
14 the Tribe and the State of Oklahoma, and any other applicable laws and
15 regulations. Any provision of any gaming or gaming-related contract contrary
16 to this section shall be void as a matter of law and policy, and shall be
17 unenforceable.

18 "2. Unless the parties expressly agree to choose another law for the
19 purpose of the interpretation and enforcement of a contract subject to this
20 section, such contract shall be governed by Tribal law, as defined under Tribal
21 law."

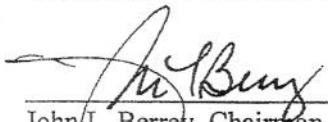
- 1 Sec. 16. The language of existing Section 20 of Title 17 of the Quapaw
2 Code is hereby repealed.
- 3 Sec. 17. The language of existing Section 21 of Title 17 of the Quapaw
4 Code is hereby amended to delete the mailing address for the Quapaw Tribal
5 Gaming Agency, and to insert the following new address: "69300 E. Nee
6 Road, Quapaw, Oklahoma, 74363."

BE IT FURTHER RESOLVED that the Tribal Business Committee finds and resolves as follows:

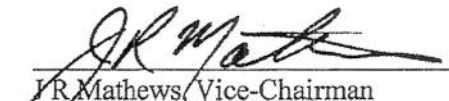
1. *The foregoing Ordinance shall become effective immediately upon its approval by the Chairman of the National Indian Gaming Commission.*
2. *The Chairman of the Tribal Business Committee is hereby authorized and directed to submit the amendments to the Tribal Gaming Ordinance, as set forth herein and as approved by the Tribal Business Committee, to the Chairman of the National Indian Gaming Commission, forthwith, for approval.*
3. *The fee for filing an appeal from a final decision of the Tribal Gaming Agency or the Tribal Gaming Commission to the Tribal Court shall be \$250, which fee shall be non-refundable, until further action by the Tribal Business Committee.*
4. *The fee for filing a tort claim arising from or relating to a Gaming Operation of the Tribe shall be \$500, which fee shall be non-refundable, until further action by the Tribal Business Committee.*
5. *The foregoing amendments to the Tribal Gaming Ordinance shall be codified by the General Counsel in the Quapaw Code as the permanent law of the Tribe. All sections of the amended ordinance are to be renumbered sequentially.*

CERTIFICATION

The foregoing resolution of the Quapaw Tribal Business Committee was presented and duly adopted at a regular meeting of the Tribal Business Committee on August 27, 2009, with a vote reflecting 7 yes, 0 no, 0 abstaining, and 0 absent.



John L. Berrey, Chairman
Quapaw Tribal Business Committee



J.R. Mathews, Vice-Chairman
Quapaw Tribal Business Committee