



OCT 8 2009

Greg Sarris, Chairman
Federated Indians of Graton Rancheria
6400 Redwood Drive, Suite 300
Rohnert Park, CA 94928

Re: Submission of Gaming Ordinance Amendment for Federated Indians of Graton Rancheria

Dear Chairman Sarris:

This letter responds to your request to the National Indian Gaming Commission (NIGC) to review and approve an amendment to the tribal gaming ordinance of the Federated Indians of Graton Rancheria (Tribe). The Tribe forwarded Resolution 09-11 adopted on September 30, 2009, and the NIGC received it on October 1, 2009.

The ordinance amendment is consistent with the requirements of the Indian Gaming Regulatory Act (IGRA) and this agency's regulations, and it is therefore approved.

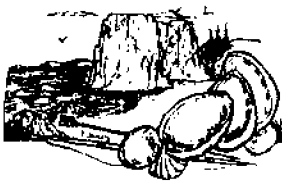
Thank you for your submission. If you have any questions or require assistance, please contact John Hay in the Office of the General Counsel, at 202-632-7003.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Skibine", with a long horizontal flourish extending to the right.

George T. Skibine
Acting Chairman

cc: John Maier, Esq.
Maier Pfeffer Kim & Geary, LLP
510 16th Street, Suite 302
Oakland, CA 94612
FAX (510) 835-3040



FEDERATED INDIANS
OF *Graton Rancheria*

FEDERATED INDIANS OF GRATON RANCHERIA

RESOLUTION AUTHORIZING THE TRIBE'S LEGAL COUNSEL TO SUBMIT THE TRIBE'S DULY ENACTED GAMING ORDINANCE TO THE CHAIRMAN OF THE NATIONAL INDIAN GAMING COMMISSION FOR APPROVAL.

TRIBAL COUNCIL RESOLUTION NO.: 09- 11

DATE APPROVED: September 30, 2009

WHEREAS: The Federated Indians of Graton Rancheria ("Tribe") is a federally recognized Indian tribe which is organized pursuant to the Constitution of the Federated Indians of Graton Rancheria, approved by the Secretary of the Interior on December 23, 2002 ("Constitution"); and

WHEREAS: The governing body of the Tribe is the Tribal Council pursuant to Article III, Section 1 of the Tribe's Constitution with the power to promulgate and enforce resolutions and statutes; and

WHEREAS: On June 12, 2008, the Tribal Council duly enacted a gaming ordinance ("Gaming Ordinance") which sets the terms for class II and class III gaming operations on the Tribe's Indian lands; and

WHEREAS: On June 18, 2009, the Gaming Ordinance was submitted by the Tribe's legal counsel to the Chairman of the National Indian Gaming Commission ("NIGC") for approval pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701 *et seq.* and Tribal Council Resolution 08-13; and

WHEREAS: The Chairman of the NIGC approved the Gaming Ordinance on August 25, 2008; and

WHEREAS: The Tribal Council has determined the need to amend the Gaming Ordinance with a new article; and

WHEREAS: The Tribal Council has reviewed and enacted Amendment No. 1 to the Gaming Ordinance and now wishes to direct the Tribe's legal counsel to submit such amendment to the Chairman of the NIGC for approval.

FEDERATED INDIANS OF GRATON RANCHERIA
TRIBAL COUNCIL RESOLUTION NO.: 09- 11 -TC

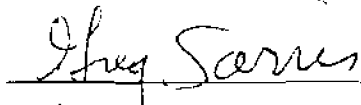
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NOW THEREFORE, BE IT RESOLVED that the Tribal Council hereby authorizes the Tribe's legal counsel, Maier Pfeffer Kim & Geary, LLP, to submit the Tribe's duly enacted Amendment No. 1 to the Gaming Ordinance to the Chairman of the NIGC for approval.

CERTIFICATION

We the undersigned do hereby certify that the foregoing resolution was duly adopted by the Tribal Council of the Federated Indians of Graton Rancheria at a duly noticed Tribal Council Meeting held on September 30, 2009, by a vote of 7 For, 0 Opposed and 0 Abstaining, with a quorum present, and that this Resolution has not been changed, rescinded, or amended in any way.


Chairman

ATTEST:


Secretary

AMENDMENT NO. 1 TO
THE GAMING ORDINANCE OF
THE FEDERATED INDIANS OF GRATON RANCHIERA

Approved _____

The following text is added as new Article XVII to the Gaming Ordinance of the Federated Indians of Graton Rancheria which was approved by the Tribal Council on June 13, 2008, and was approved by the Chairman of the National Indian Gaming Commission on August 25, 2008.

ARTICLE XVII

Section 1. Scope

This Article XVII shall apply to licenses issued or to be issued by the Commission to any Management Contractor, its Affiliates or their respective Related Persons and related matters. This Article XVII supersedes and controls over any contrary provisions of this Ordinance or any other applicable Tribal laws, rules or regulations.

Section 2. Definitions

For the purposes of this Article XVII, the following terms shall have the following meanings:

“Affiliate” means any entity which, directly or indirectly, controls, is controlled by or is under common control with an entity which is or was a Management Contractor, or any subcontractor of such entity or Management Contractor.

“Amendment Date” means the date that this Amendment No. 1 to the Gaming Ordinance has been approved by the Chairman of the NIGC.

“Compact” means any Tribal-State Compact between the Tribe and the State of California concerning class III gaming which has been approved by the Secretary of the Interior and which approval has been published in the Federal Register pursuant to 25 U.S.C. § 2710(d).

“Commission” means the Federated Indians of Graton Rancheria Gaming Commission established pursuant to Section 14 of this Article or thereafter reconstituted pursuant to any amendment to this Ordinance or a separate ordinance or resolution.

"Contract" means any contract or instrument between the Tribe and a Management Contractor or its Affiliate which is not a Management Contract.

"NIGC" means the National Indian Gaming Commission.

"Management Contractor" shall mean any party to a Management Contract with the Tribe.

"Management Contract" means a management contract between the Tribe and a Management Contractor which has been approved by the Chairman of the NIGC.

"Related Person" means an officer, director, shareholder, manager, member or employee of a Management Contractor, its Affiliate or their respective subcontractors.

"State Gaming Agency" means the entity or entities designated as the State Gaming Agency in a Compact, if any.

Section 3. Denial or Revocation of Entity Licenses

If the NIGC has approved a Management Contract between the Tribe and the Management Contractor after conducting a background investigation of such Management Contractor in accordance with the NIGC's regulations and the NIGC has not thereafter withdrawn such approval, the Commission shall issue a license to the Management Contractor and its Affiliates within ten (10) days of the date of such approval. The Commission shall not delay, deny, suspend, condition, revoke, terminate or fail to renew a license which has been issued to a Management Contractor or its Affiliates without notice and a hearing or based upon (i) any matter, condition or circumstance other than those specified in Article IX, Section 19 as in effect as of the Amendment Date, (ii) any matter, condition or circumstance which has been corrected or cured, (iii) any breach or alleged breach of a Management Contract or Contract, (iv) the unsuitability, action or omission of any Related Person if the Management Contractor or Affiliate, as the case may be, promptly removes such Related Person from any duties or responsibilities which require such Related Person to apply for or obtain a license from the Commission, unless the Management Contractor or its Affiliate, as the case may be, has engaged in a pattern of gross negligence and lack of oversight of Related Persons who have engaged in theft, misappropriation, misuse or abuse of Tribal assets. The issuance of any license shall be deemed to be retroactive to the time such license may have first been required. Notwithstanding the foregoing, in the event the Tribe enters into a Compact and the Compact provides that the Tribe shall deny or revoke any license issued to a Management Contractor or its Affiliate if the State Gaming Agency determines such Management Contractor or Affiliate to be unsuitable, nothing in this Section shall be construed to restrict the right or authority of the Commission to deny or revoke a license applied for by or issued to such Management Contractor or its Affiliate in accordance with the terms of such Compact following the State Gaming Agency determination that such Management Contractor or Affiliate, as the case may be, is unsuitable.

Section 4. Requirement for Related Person Licenses

A Related Person shall not be required to obtain a license from the Commission unless such Related Person would constitute a "key employee" or "primary management official" (as such terms are defined in Article II, Section 2, paragraph (h) or (k) of this Ordinance as in effect as of the

Amendment Date). For the avoidance of doubt, resort and other non-gaming enterprises of the Tribe shall not be considered to constitute gaming enterprises of the Tribe for the purposes of this Section. Notwithstanding the foregoing, nothing in this Section shall be deemed to imply that a Related Person may not, in his or her discretion, apply for and maintain a license or that the Commission may not issue a license even if such Related Person is not required to obtain a license pursuant to this Section.

Section 5. Denial or Revocation of Related Person Licenses

If a Related Person applies for a license, the Commission shall not delay or deny such license if (i) a state gaming authority has issued a gaming license to, or made a determination of suitability with respect to, such Related Person, and (ii) no state gaming authority has revoked or withdrawn such license or determination of suitability. In the event the Commission suspends, conditions, revokes, terminates or fails to renew a license issued to any Related Person after a hearing or rehearing, and such Related Person is thereafter able to obtain a license or determination of suitability from a state gaming authority, such Related Person shall have a right to request that the Commission reconsider its prior determination. In such event, the Commission shall promptly reconsider its prior determination in good faith. Notwithstanding the foregoing, in the event the Tribe enters into a Compact and the Compact provides that the Tribe shall deny or revoke any license issued to a Related Person if the State Gaming Agency determines such Related Person to be unsuitable, nothing in this Section shall be construed to restrict the right or authority of the Commission to deny or revoke a license issued to such Related Person in accordance with the terms of such Compact following the State Gaming Agency determination that such Related Person is unsuitable.

Section 6. Suspension or Termination of Certain Relationships

If the Commission denies, suspends, revokes, terminates or fails to renew the license of any Related Person required to be licensed by the Commission pursuant to this Article, the applicable Management Contractor or its Affiliate shall promptly remove such Related Person from any duties or responsibilities which require such Related Person to apply for or maintain a license from the Commission until such time, if any, as the Commission modifies its determination. Although nothing in this Ordinance or Article shall be deemed to require the applicable Management Contractor or Affiliate to take any further action with respect to any such Related Person, nothing in this Section shall be deemed to imply that the Management Contractor or Affiliate may not take such other actions as it deems appropriate, including, without limitation, immediately and permanently terminating its relationship with any such Related Person.

Section 7. Duration of Licenses

The Commission shall issue a license to a Management Contractor, its Affiliate or their respective Related Persons for a period which expires upon the expiration of the applicable Management Contract or Contract, as extended; provided, however, that, in the event the Tribe enters into a Compact and the Compact specifies the maximum period for which the Commission may issue a license to any such licensee, the Commission shall (i) issue a license to such licensee for

the maximum period permitted in the Compact, and (ii) thereafter renew such license until the expiration of the applicable Management Contract or Contract, as extended.

Section 8. Contract Matters

The Commission shall not have jurisdiction over, or authority to hear or adjudicate, any claim by or against a Management Contractor or its Affiliate for breach or alleged breach of a Management Contract or a Contract. Nothing in this Article or Ordinance alter the rights and obligations of the parties to a Management Contract or Contract as provided for in such Management Contract or Contract.

Section 9. Due Process Rights

The Commission shall afford Management Contractors, their Affiliates and their respective Related Persons with due process rights and procedures which are no less favorable to such persons or entities than the rights and procedures (i) set forth in Section 21 of Article IX of this Ordinance as in effect as of the Amendment Date, and (ii) which the State Gaming Agency would afford to a person or entity licensed by the State Gaming Agency (not including any right to appeal to a federal court or California state court). Clause (e) of Section 21 of Article IX shall not apply to Management Contractors or their Affiliates.

Section 10. Commission Standards

The Commission shall not unreasonably or without good cause delay, deny, condition, suspend, revoke, terminate or fail to renew any license applied for by, or granted to, a Management Contractor, its Affiliate or their respective Related Persons. The Commission shall exercise its rights, authorities and powers with respect to a Management Contractor, its Affiliates and their respective Related Persons in a non-discriminatory manner which is consistent with the standards which the Commission applies or intends to apply to other similarly situated persons or entities.

Section 11. Appeal of Commission Determinations

All disputes, controversies or claims involving a Management Contractor, its Affiliate or any Related Person relating to any determination by the Commission, including, without limitation, any determination relating to licenses or the interpretation or enforcement of this Ordinance or any gaming regulations, may be appealed to a Tribal gaming disputes court established by the Tribe or the Commission which shall be composed of retired California federal or state court judges or, if there is no such Tribal gaming disputes court, to the Tribal Council of the Tribe. In the case of an appeal, the reviewing tribunal shall determine whether the determination of the Commission was arbitrary, capricious, an abuse of discretion or in violation of law, because, by way of example and not by way of limitation, the Commission failed to adopt written findings, the findings are not supported by substantial evidence in light of the whole record, the findings do not support the Commission's determination, or the Commission failed to proceed in the manner required by law. If the reviewing tribunal determines that the determination of the Commission was arbitrary,

capricious, an abuse of discretion or in violation of law, the reviewing tribunal shall adopt written findings and remand the matter to the Commission for reconsideration of its determination consistent with the reviewing tribunal's written findings.

Section 12. Amendments to the Ordinance

In the event that the Tribe or the Commission enact any Tribal or Commission law, ordinance or regulation (including amendments to this Ordinance or this Article) which is less favorable or more burdensome to a Management Contractor, Affiliate or Related Person than the provisions of this Ordinance and Article as in effect on the Amendment Date, the provisions of this Ordinance and this Article as in effect on the Amendment Date shall apply, and any new provisions shall not apply, to any action or determinations of the Commission, unless such new or amended law, ordinance or regulation is required by IGRA or is agreed to by the applicable Management Contractor, Affiliate or Related Person.

Section 13. Constitution of Commission

Pursuant to the authority granted to the Tribal Council under Article VI, Section 1, paragraph 12 of the Constitution of the Tribe, the Tribal Council hereby establishes the Federated Indians of Graton Rancheria Gaming Commission as a non-political and independent unit of Tribal government. The Commission shall have jurisdiction over the regulation of Tribal gaming operations and enterprises. Decisions of the Commission shall be made by majority vote. The obligations to maintain the confidentiality of certain background investigation information received from the State of California set forth in Article 6 (commencing with section 11140) of Chapter 1 of Title 1 of Part 4 of the California Penal Code shall be applicable to the members, investigators and staff of the Commission. Until such time as the Tribal Council reconstitutes the Commission pursuant any amendment to this Ordinance or a separate ordinance or resolution, the members of the Tribal Council shall constitute the members of the Commission and the Commission, composed of such individuals, shall have all powers and authorities of the Commission as set forth in this Ordinance and Article, including without limitation, the authority to issue licenses.

CERTIFICATION

This is to certify that the foregoing Amendment No. 1 to Gaming Ordinance was duly approved by the Tribal Council of the Federated Indians of Graton Rancheria at a duly noticed Tribal Council Meeting held on Sept 30, 2009, by a vote of 7 For, 5 Opposed and 0 Abstaining, with a quorum present, and that this Resolution has not been changed, rescinded, or amended in any way.

Jeannette Anglin
Jeannette Anglin

Tribal Secretary

September 30, 2009
Date

Greg Sarris
Greg Sarris

Tribal Chairman

Sept. 30, 2009
Date