DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved off-track wagering Tribal-State compact.

SUMMARY: Pursuant to section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Pub. L. 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register**, notice of approved Tribal-State Compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Deputy Assistant Secretary—Indian Affairs (Management), Department of the Interior, through his delegated authority, has approved the Tribal-State Compact between the Absentee Shawnee Tribe and the State of Oklahoma, which was executed on March 28, 2001.

DATES: This action is effective May 4, 2001.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219–4066.

Dated: May 1, 2001.

James H. McDivitt,

Deputy Assistant Secretary—Indian Affairs (Management).

[FR Doc. 01–11418 Filed 5–2–01; 8:45 am]

BILLING CODE 4310–02–M

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

TAKE PRIDE IN AMERICA

MAY 1 2001

Honorable James Lee Edwards
Governor, Absentee Shawnee Tribe
2025 Gordon Cooper Drive
Shawnee, Oklahoma 74801

Dear Governor Edwards:

On April 11, 2001, we received the State of Oklahoma Absentee Shawnee Off-Track Wagering Compact, dated March 28, 2001. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to delegated authority and Section 11 of IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

James H McDowell

Deputy Assistant Secretary - Indian Affairs
(Management)

Enclosure

Similar Letter Sent to: Honorable Frank Keating
Governor, State of Oklahoma
State Capitol, Room 212
Oklahoma City, Oklahoma 73105

FILED
MAR 2 8 2001
OKLAHOMA SECRETARY
OF STATE

STATE OF OKLAHOMA

ABSENTEE SHAWNEE

OFF-TRACK WAGERING COMPACT

RECEIVED
APR
BUREAU OF INDIAN AFFAIRS
OFFICE OF INDIAN GAMING MANAGEMENT

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

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TRIBAL STATE COMPACT

Between the

ABSENTEE SHAWNEE

and the

STATE OF OKLAHOMA

This is a cooperative agreement made and entered into by and between the Absentee Shawnee Tribe hereinafter called "Tribe," a federally-recognized Indian Tribe, and the State of Oklahoma, "State," pursuant to the provisions of the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. § 2701 et seq.

RECITALS

WHEREAS, the Tribe and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign, and WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory Act, Pub. 1. 100-497, 25 U.S.C. §2701 et seq. hereinafter called "Act", which provides in part that a Compact may be negotiated between the Tribe and the State to govern the conduct of certain Class III gaming activities on the Indian lands of the Tribe; and,

WHEREAS, the State has no jurisdiction by its Constitution Article I, Section 3, over the Tribe's Indian Country absent federal grant; and,

WHEREAS, the Tribe exercises jurisdictional authority over the Tribe's Indian Country, which is located within the State and which are "Indian lands" within the meaning of the Act, and upon and within which the gaming activities regulated hereunder shall take place; and.

WHEREAS, the Tribe and the State have negotiated the terms and conditions of this Compact in good faith so as to provide a regulatory framework for the operation of certain Class III gaming which is intended to (a) insure the fair and honest operation of such gaming activities; (b) maintain the integrity of all activities conducted in regard to

such gaming activities; and (c) protect the health, welfare and safety of the citizens of the Tribe and the State; and,

WHEREAS, the parties hereto deem it to be in their respective best interest to enter into this Compact;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Tribe and the State enter into the following Compact.

SECTION 1. TITLE

The title of this document shall be referred to as the Absentee Shawnee Off-Track Wagering Compact.

SECTION 2. DECLARATIONS

As a basis for this Compact, the Tribe and the State have made the following declarations:

(A) A principal goal of federal Indian policy is to promote the Tribe's economic development, the Tribe's self-determination and strong tribal government.

(B) The State recognizes the positive financial impact that gaming may have on the Tribe's membership. The Tribe will utilize revenues generated by gaming in accordance with the requirements of the Indian Gaming Regulatory Act of 1988 and the Absentee Shawnee Gaming Ordinance (as amended). This includes the funding of programs that provide important governmental services to the Tribe's citizens and to Indian Country residents. These programs include education, health and human resources, housing development, road construction and maintenance, sewer and water projects, police, fire and judicial services, economic development, and any other purpose authorized under the Act.

(C) The State further recognizes that the positive economic effects of such gaming will extend beyond the Tribe's lands to the Tribe's neighbors and surrounding communities. These economic benefits include the creation of new jobs, increased tourism and related economic development activities and will generally benefit all of Oklahoma and help to foster mutual respect and understanding among Indian and non-Indian.

(D) The Tribe and the State jointly wish to protect their citizens from any criminal involvement in the gaming activities regulated under this Compact.

(E) This Compact is intended to assure that gaming is conducted fairly and honestly by the Tribe, its employees and the players.

(F) The Compact shall govern the licensing, regulation, and operation of Class III gaming conducted by the Tribe on Tribe's lands located within the State.

(G) The Act contemplates and grants authority for the entry of this Compact.

SECTION 3. DURATION.

a. Effective Date. After execution by the parties hereto, and approval by the State-Tribal Relations Committee of the Oklahoma Legislature and the Absentee Shawnee Legislature, this Compact shall become effective when notice of approval by the Secretary of the United States Department of the Interior is published in the Federal Register as provided by the Act.

b. Term. This Compact shall have a three-year automatically-renewable term from the effective date. The term will automatically renew for successive three year periods unless a party gives notice of intent to terminate before 180 days prior to expiration of the preceding term. However, the State may not terminate this Compact except for the reasons set forth herein in Section 3 c. (2), (3), (4) or (5) of this Compact.

c. Duration. Once effective, this Compact will remain in full force and effect until one of the following shall occur:

(1) The term expires pursuant to a notice of an intent to terminate;

(2) The Compact is terminated by mutual consent of the parties;

(3) The Tribe duly adopts an ordinance or resolution revoking authority to conduct Class III Gaming within Tribe's Indian Country as provided by 25 U.S.C.A. § 2710(d)(2)(D);

(4) The State abolishes pari-mutuel wagering.

(5) Pursuant to a final, non-appealable judgment by a court of competent jurisdiction determining that:
(a) this Compact is invalid; or

(b) a party has committed a material breach that has not been timely cured or repeated violations as hereinafter set forth in Section 15 (c).

SECTION 4. DEFINITIONS

For the purposes of this Compact:

a. Act means the Indian Gaming Regulatory Act, Pub. L. 100-497, Oct.17, 1988, 102 Stat. 2467 codified at 25 U.S.C.A. § 2701 et seq. 18 U.S.C.A. §§ 1166 to 1168.

b. Class III Gaming means all forms of gaming defined in 25 U.S.C.A. §2703 (8).

c. Commission means the National Indian Gaming Commission established pursuant to 25 U.S.C.A. § 2704.

d. Compact means this document and any appendices attached hereto.

e. Federal Government means the United States of America.

f. Gaming Employee means any natural person employed in the operation or management of the gaming operation, whether employed by or contracted to the Tribe or by any person or enterprise providing on-site or off-site services to the Tribe within or without the gaming facility.

g. Gaming Facility means any room or rooms where off-track bets authorized by this Compact are placed.

h. Gaming Operation means the gaming authorized by Tribe within Tribe's Indian Country by this Compact.

i. Off-Track Betting means pari-mutuel betting on races into an interstate common pari-mutuel pool consisting of the pari-mutuel wagers placed at track(s), its intrastate betting locations, other jurisdictions, and the pari-mutuel wagers placed at the Tribe Gaming Facilities authorized by this Compact.

j. Absentee Shawnee Indian Country means any lands as defined by 18 U.S.C. § 1151, and/or 25 U.S.C. § 2703, (4)(A) and (4)(B) over which the Tribe exercises jurisdiction.

k. OSBI means the Oklahoma State Bureau of Investigation, the

organization now tasked by Oklahoma law to monitor and oversee Compacts relating to Indian gaming [74 O.S.Supp. 1995, § 1223], or such other entity that the Oklahoma Legislature may hereafter designate by law to perform these or related tasks.

l. OSF means the Oklahoma Office of State Finance.

m. State means the State of Oklahoma, its authorized officials, agents, and representatives.

n. Tribe means the Absentee Shawnee Tribe, its authorized officials, agents and representatives.

o. Pari-Mutuel System of Wagering means a form of wagering on the outcome of simulcast horse races in which those who wager, purchase tickets of various denominations on a horse or horses and all wagers for each race are pooled together and held by the gaming operation for distribution. The pari-mutuel system of wagering uses an electric totalizer or similar equipment which automatically registers the wagers made on each horse and prints and issues a ticket representing each wager.

p. Simulcast Horse Racing means receiving and telecasting by telecommunication telecommunications horseracing contests for view by patrons at various facilities simultaneous with the happening of said racing event.

q. Absentee Shawnee Gaming Commission means the person(s) appointed by the Tribe to be responsible for regulatory oversight of the Tribe's gaming.

SECTION 5. AUTHORIZED CLASS III GAMING

The Tribe may conduct off-track wagering consistent with this Compact, the Act and the standards of operation and management for pari-mutuel gaming described in Appendix A.

SECTION 6. LOCATION

This Compact is site specific. All gaming addressed herein shall be conducted only at locations within the Indian Country of the Tribe described in Appendix B. The parties are aware that some of the locations are situated within 60 miles of an existing Oklahoma race track. The Tribe agrees that it may not engage in simulcasting of horse races or accept off-track wagers at such locations unless it has the express written consent to do so from such race track. Nothing herein shall prohibit additional

compacts for other sites within the Indian Country of Tribe.

SECTION 7. SERVICE AGREEMENTS.

The Tribe will enter into a Pari-Mutuel and Racewire Service Agreement for the off-track wagering authorized by this Compact.

SECTION 8. CLAIMS.

To protect third parties, the Tribe has adopted a gaming ordinance consistent with 25 U.S.C.A. § 2710. A copy of this ordinance is attached hereto as Appendix C. Should the ordinance conflict with the terms of this Compact, the Compact will govern. This ordinance provides dispute resolution procedures that shall apply to tort and wagering claims unless change is required by federal law:

a. Procedure. In the event of an alleged personal injury or property damage suffered by a patron of the Gaming Facility, or in the event of a dispute between a patron and the Gaming Facility regarding the payment of bet or distribution of winnings, the patron may make a claim against the Gaming Facility as follows:

(1) Making Claim. Any patron having a claim against the gaming facility shall present a claim for any appropriate relief including the award of money damages. Claims against the gaming enterprise are to be presented within ninety (90) days of the date the loss occurs. In the event a claim is not presented following ninety (90) days after the loss occurs, but within one (1) year after the loss occurs, any judgment in a lawsuit arising from the act which is the subject of the claim shall be reduced by ten (10) percent. A claim against the gaming enterprise shall be forever barred unless notice thereof is presented within one (1) year after the loss occurs. A claim against the gaming facility shall be in writing and filed with the Absentee Shawnee Gaming Commission at the address of the gaming facility. Notices explaining this procedure shall be posted in the gaming facility. Such notices shall explain that this procedure is the exclusive method of making a claim or registering a patron dispute about payment of a bet or a distribution of winnings. Such notices shall explain that upon denial of a claim redress must be sought exclusively in Tribe's Courts.

(2) Notice. The written notice of claims against the gaming facility shall state the date, time, place and circumstances of the claim, the identity of the persons, if known, the amount of compensation or other relief sought, the name, address and telephone number of the claimant, and the name, address and telephone

number of any agent authorized to settle the claim including a written copy of the authority of agent.

(3) Denial. A claim is deemed denied if the gaming facility fails to approve the claim in its entirety within ninety (90) days of receipt, unless the interested parties have reached a settlement before the expiration of that period. A person may not initiate suit unless the claim has been denied in whole or in part. The claimant and the gaming facility may continue attempts to settle a claim; however, settlement negotiations do not extend the date of denial.

(4) Limitations. No action for any cause arising from personal injury, property damage, or patron gaming dispute shall be maintained unless valid notice has been given and the action is commenced in a Tribe's CFR court within 180 days after denial of the claim as set forth herein. Neither the claimant nor the gaming facility may extend the time to commence an action by continuing to attempt settlement of the claim.

b. Tort Claim. During the term of this Compact, the Tribe shall maintain public liability insurance with limits of not less than $250,000 for any one person and $2,000,000 for any one occurrence for personal injury and $1,000,000 for any one occurrence for property damage. This insurance policy shall include an endorsement providing that the insurer shall not invoke tribal sovereign immunity up to the limits of the policy set forth above and, to this extent, the Tribe explicitly waives its immunity from suit. In the event of an alleged personal injury or property damage suffered at a gaming facility arising from alleged negligence by the Absentee Shawnee, the sole and exclusive remedy for an alleged tort claim is against this liability insurance policy and no asset of the Tribe may be levied against or executed upon by a claimant.

c. Wagering Claim. In the event of a disputed claim by a patron regarding distribution of winnings, the patron should submit a claim to the Absentee Shawnee Gaming Commissioner consistent with the dispute resolution procedures in Appendix C.

d. Posting. Notices explaining dispute resolution procedures for tort or wagering claims shall be posted in prominent locations in each gaming facility and the copies will be made available upon request to the Absentee Shawnee Gaming Commissioner.

SECTION 9. REGULATIONS.

In addition to the regulations in Appendix C, the following additional requirements apply:

a. Logs. The Tribe shall maintain the following logs as written or computerized records available for inspection by the OSBI and/or the OSF in accordance with this Compact:

(1) pay-out logs from all off-track wagering; and

(2) maintenance logs in relation to all gaming equipment pertaining to off track wagering.

b. Barred Lists. The Tribe shall establish a list of persons barred from the gaming facility. The Tribe shall use its best efforts to exclude persons with criminal histories from entry into its gaming facility and, upon request, send a copy of the barred list to the OSBI.

c. Audit. The Tribe shall have prepared a complete audit of the gaming operation, not less than annually, by an independent certified public accountant. The results of the independent audit shall be available to the OSBI and/or the OSF for their review.

d. Rule Display. Summaries of the house rules for off track wagering shall be visibly displayed in each Gaming Facility. Complete rules shall be available in pamphlet form in each Gaming Facility.

SECTION 10. ENFORCEMENT.

a. Absentee Shawnee Gaming Commission. The Absentee Shawnee Gaming Commission shall assure or have responsibility for:

(1) enforcement of all laws pertaining to the gaming operation, within the facility;

(2) the physical safety of gaming employees and of patrons in the gaming facility;

(3) safeguard the assets transported to and from the gaming facility

(4) provide for the detention of persons who may be involved in illegal acts and notify the Tribe, and/or other law enforcement authorities;

(5) record any and all unusual occurrences within the gaming facility. Each incident without regard to materiality shall be assigned a sequential number, and at a minimum the following information shall be recorded in indelible ink in a bound sequentially page-numbered notebook from which pages cannot be removed without omission of page number. Each occurrence shall be:

(a) Assigned number;
(b) Date;
(c) Time;
(d) Nature of incident;
(e) Person involved in the incident.

b. Investigation and Sanctions. Pursuant to the Tribe's laws and regulations, the Absentee Shawnee Gaming Commission shall investigate any reported violation of the Compact provisions and shall require the gaming operation to correct the violation upon such terms and conditions as the Absentee Shawnee Gaming Commission determines are necessary.

c. Reporting. The Absentee Shawnee Gaming Commission shall forward copies of all investigation reports and final dispositions to the Tribe's Governor and to the State.

d. Meetings. In order to develop and foster a positive and effective relationship in the enforcement of the provisions of this Compact the Absentee Shawnee Gaming Commission and the OSBI and/or the OSF shall meet, not less than on an annual basis, to review past practices and examine methods to improve the regulatory program created by this Compact. The meetings shall take place at a location selected by the Absentee Shawnee Gaming Commission. The OSBI and/or the OSF prior to or during such meetings, shall disclose to the Absentee Shawnee Gaming Commission any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact, by any person, organization or entity, if the disclosure will not compromise the interest sought to be protected.

SECTION 11. MONITORING.

The OSBI with the assistance of the OSF shall have the authority to monitor the Gaming Operation to ensure compliance with provisions of this Compact with concurrent supervision of the Absentee Shawnee Gaming Commission. In order to properly monitor the gaming operation, agents of the OSBI and/or the OSF shall have reasonable access to all areas of the gaming facility for off track wagering during normal operating hours after giving notice to the gaming facility manager and the Absentee Shawnee Gaming Commission or designee; provided, however, the

monitoring activities of these agents shall not interfere with the normal functioning of the gaming operation, and OSBI and OSF shall provide proper photographic identification to any Tribe representatives requesting the same.

a. Access to Records. Subject to the provisions herein, agents of the SCA shall have the right to review and, upon written request made by SCA to Tribe as a part of a formal investigation, having identified the Documents desired, copy such documents during normal business hours. All copying of documents as a part of such investigation shall be performed in the presence of a representative of Tribe and in an area provided by Tribe to the SCA for such purpose which is in or near the Facility and is both private and secured against inadvertent and unintended observers.

a.1 The SCA shall not be permitted to copy any Documents that contain business or marketing strategies or other proprietary and confidential information of the Enterprise (such as but not limited to customer lists, business plans, advertising programs, marketing studies, customer demographics or profiles and the like) or financial data relating to gross or net revenues, business or patron volume or attendance, or Activity performance (other than the audit reports themselves) which, if revealed to the public could reasonably be found to be harmful to the business or political interests of the Tribe or the Enterprise (Proprietary Documents).

a.2 Any Documents that the Tribe claims are Proprietary Documents and therefore not subject to copying shall be identified by the Tribe in writing following a request for copying by the State. In the event the State disagrees with one or more categories of documents so designated, it may invoke the dispute resolution provisions of Section 15 with respect thereto. No copies shall be made or disclosed by the State pending resolution of the dispute.

a.3 Notwithstanding anything herein to the contrary, the State may copy Proprietary Documents to the extent such copying is necessary to effectuate the good faith investigation of a suspected breach of this Agreement or the commission of a crime over which it has jurisdiction, but the State shall take all measures reasonably available to it under law to protect the confidentiality of the Proprietary Documents during and after such investigation, so long as such measures will not compromise the investigation. Upon the completion of such investigation, should no legal or administrative prosecution or enforcement action result therefrom, all such Proprietary Documents shall be immediately returned to the Tribal Enterprise.

a.4 Unless compelled otherwise by law, no Proprietary Documents or other Tribal or Enterprise Documents or copies thereof shall be released

to the public by the State under any circumstances until the Tribe and the Enterprise have been given at least ten (10) days notice of the State's intent to do so and an opportunity to respond and object.

a.5 Nothing herein shall be construed as requiring the State to violate any provision of State law, including but not limited to the Oklahoma Open Records Act. Nothing herein shall be construed as a waiver by the Tribe of its right to protect and enforce the right of the Tribe to maintain the confidential nature of its business records and Proprietary Documents and information pertaining to gaming operations except as specifically provided above.

b. Notification. At the completion of any inspection or investigation by the OSBI and/or OSF, a full investigative report shall be forwarded to the Absentee Shawnee Gaming Commission and the Tribe's Governor within (5) days.

SECTION 12. CRIMINAL JURISDICTION.

This Compact shall not alter State, Tribe, and federal criminal jurisdiction of State, Tribe, or Federal Government. All existing cross-deputization compacts between the Tribe and political subdivisions of State are hereby ratified and/or reaffirmed.

SECTION 13. EMPLOYEES.

a. Applications. Prior to hiring a prospective gaming employee for the gaming facility, the Tribe shall obtain sufficient information and identification from the applicant to permit a thorough background investigation. The information shall include:

(1) Full name, including any aliases by which applicant has ever been known;

(2) Social Security number;

(3) Date and place of birth;

(4) Residential addresses for the past ten (10) years;

(5) Employment history for the past ten (10) years;

(6) Driver's license number;

(7) All licenses issued and disciplinary actions taken in regard to any gaming license;

(8) All criminal arrests and proceedings, except for minor traffic offenses, to which the applicant has been a party;

(9) A set of fingerprints;

(10) A current photograph;

(11) Military service history; and

(12) Any other information necessary to conduct a thorough background investigation.

(13) The name and address of any licensing or regulatory agency with which the person has filed an application for a license, permit, or security clearance whether or not the same was granted;

b. Probation. The Tribe may employ on a probationary basis prospective gaming employees who present the above information and meet standards of the Tribe, until such time as the written report on the applicants' background investigation is complete.

c. Disqualification. The Tribe shall not employ as a gaming employee in the off track betting facility and shall terminate any probationary gaming employee, if the report on the applicant's background investigation finds that the applicant:

(1) Has been convicted of any felony, gaming offense or larceny;

(2) Has knowingly and willfully provided materially important false statements or information on his employment application; or

(3) Has been determined by the Absentee Shawnee Gaming Commission to be a person whose prior activities, criminal record or reputation, habits and associations pose a threat to the public interest, or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto.

d. Background Investigations. The Tribe shall conduct background investigations on all gaming employees. The same may be conducted before, during, and/or at any time during the term of employment conduct additional investigations. Any gaming employee who does not meet the minimum employment criteria shall be promptly dismissed.

e. Identification cards. The Absentee Shawnee Gaming Commission shall require all gaming employees to wear in plain view identification cards that include photo, first name and an identification number unique to the individual, and a date issued.

SECTION 14. PUBLIC HEALTH AND SAFETY

a. Compliance. The construction, maintenance and operation of any gaming facility shall comply with all federal and Tribe standards for the same.

b. Emergency Service Accessibility. The Absentee Shawnee Gaming Commission shall make provisions for adequate emergency accessibility and service to ensure the health and safety of all gaming patrons. Upon finalization of emergency access plans for all gaming facilities, the Tribe shall forward copies of said plans to State.

c. Minors. No person under 18 years of age shall be admitted into a gaming facility for off track betting nor be permitted to place any wager directly or indirectly.

d. Alcohol. No person under 21 years of age shall be admitted into an area of the gaming facility where alcoholic beverages are served. Any alcoholic beverages sold or otherwise permitted in the gaming facility shall be sold in accordance with applicable tribal and federal law.

SECTION 15. DISPUTE RESOLUTION.

In the event either party to this Compact believes the other party has failed to comply with any requirement herein or applicable regulations, or in the event of any disagreement or dispute as to the proper interpretation of the terms and conditions of this Compact, the following procedures may be invoked but shall not be construed to prevent either party from seeking immediate judicial relief.

a. Voluntary Resolution. The party asserting noncompliance or seeking an interpretation shall serve written notice on the other party. The notice shall identify the specific Compact provision alleged to have been violated or in dispute and shall specify in detail the factual basis for the alleged noncompliance or the Compact provision for which interpretation is sought. Within 30 days of receipt of notice, State and the Tribe shall meet in an effort to resolve the dispute.

b. Non-binding Arbitration. If a dispute arises among the parties that is not resolved within sixty (60) days of receipt of notice, either party may refer it to non-binding arbitration. If referred to arbitration, each party shall name the arbitrator. The

two named arbitrators will name a third arbitrator. If the two named arbitrators cannot agree on a third arbitrator, the third arbitrator will be named by the American Arbitration Association. The expenses of arbitration shall be borne equally by the parties. A party asserting noncompliance or seeking an interpretation under this section shall be deemed to have certified to the best of his knowledge, information and belief formed after reasonable inquiry that the averment is warranted and made in good faith and is not made for any improper purpose, such as to harass or to cause unnecessary delay or needlessly increase the cost of resolving the dispute.

c. Declaratory Judgment. If either party considers itself aggrieved by a breach of this Compact, it may bring an action for breach of Compact in the United States District Court for the Western District of Oklahoma pursuant to 25 U.S.C.A. § 2710 (d)(7)(A). If the dispute involves a material breach of this Compact and is not cured, the court could declare the Compact terminated. Either party may claim in an action that repeated violation of this compact constitutes a prospective intent not to abide by its terms and that, therefore, the pattern of repeated violations constitutes a material breach of this Compact. Although this remedy is consistent with 25 U.S.C.A. § 2710, - (d)(3)(C)(v), nothing herein shall be construed to authorize any other equitable remedy, nor to authorize a money judgment except for unpaid costs of monitoring by the State. To the extent necessary and permitted by applicable law, each of the parties waive immunity from suit for the limited purpose of this section.

SECTION 16. RESERVATION OF RIGHTS.

a. Additional Compacts. By entering this Compact, the Tribe shall not be deemed to have waived the right to initiate and pursue the procedures provided by the Act should State refuse to enter into a Compact after the Tribe has made a written request with respect to other forms of Class III gaming, and neither State nor the Tribe shall be deemed to have waived any rights, arguments or defenses applicable to such a procedure including the right of Tribe to continue to prosecute its pending suit against the State of Oklahoma regarding related scope of class III gaming issues.

b. Status of Class II Gaming. Nothing herein shall be deemed to affect the operation by the Tribe of any Class II gaming as defined in the Act, whether conducted within or without the gaming facilities or to confer upon State any jurisdiction over such Class II gaming conducted in Tribe's Indian country, nor Class III gaming inconsistent with this Compact.

c. Taxation. Neither State nor any of its political subdivisions shall impose any tax, fee, charge or other assessment upon the admission to any gaming facility of the Tribe or upon the conducting of or engaging in any gaming activity conducted at a facility authorized by this compact. To the extent the Tribe gaming operation is responsible for filling out IRS Form W-2G on persons who receive proceeds of a wagering transaction

governed by the Compact, a copy of said form shall also be provided to the Oklahoma Tax Commission.

d. Preservation of Tribe Self Government. Nothing in this Compact shall be deemed to authorize State to regulate in any manner the government of the Tribe, including the Absentee Shawnee Gaming Commission, or to interfere in any manner with the Tribe's selection of its governmental officers or employees.

SECTION 17. REIMBURSEMENT FOR EXPENSES INCURRED BY OKLAHOMA.

The Tribe realizes that the State has incurred expenses in negotiating this Compact and will incur expenses related to the obligations undertaken under this compact. Accordingly, the parties agree as follows:

a. Payments. The Tribe agrees to reimburse the State for the actual amount of time and expenses of personnel as reasonably assessed by State in accordance with Section 11, paragraph (3) (c) (III) of the IGRA related to this compact. State agrees to provide Tribe with an itemized accounting of all charges assessed within (60) days of occurrence.

b. Procedure. The State shall bill the Tribe reasonable and necessary costs related to obligations undertaken under this compact. Unless unreasonable or unnecessary, the costs for such services shall be those established by State either by agency rule or by statute or, where the cost of services (including more extensive background checks, other investigations, monitoring or similar matters) is not established by rule or by statute, the costs shall include agents' time, including out-of-pocket expenses, benefits and travel expenses at the statutory rate. State shall send invoices to the Tribe for these services. Payments shall be made within sixty (60) days to the Office of the State Treasurer. Reimbursement for services provided by State shall be transmitted by the Office of the State Treasurer to the OSBI, OSF, or any other appropriate agency to defray the cost of services as required under this compact.

c. Disputes. Should the Tribe dispute the reasonableness or necessity of any charges, such dispute shall be resolved as herein above set forth in Section 15.

SECTION 18. SEVERABILITY.

Each provision, section and subsection of this Compact shall stand separate and independent of every other provision, section or subsection. In the event that a court of competent jurisdiction shall find any provision, section or subsection of this Compact to be invalid, the remaining provisions, sections and subsections of the Compact shall remain in full force and effect, unless the invalid provision materially

alters the relationship between the parties. In the event of such alteration the parties shall negotiate to comply as nearly as possible with the original intent of this Compact.

SECTION 19. AMENDMENTS.

The parties may request negotiations to amend or modify this Compact. The amendment or modification request may include requests for approval of gaming activities that are legitimately within the scope of the Act. In the event of a request for negotiation to amend or modify, this Compact shall remain in effect until amended or modified, but such a request shall not extend the Compact term. Subsequent requests to negotiate other forms of gaming made by the Tribe shall be treated as requests to negotiate pursuant to the Act. The parties shall have one hundred eighty (180) days to negotiate, and all further procedures and remedies available under the Act shall thereafter apply. The Tribe and the State may mutually agree to extend the 180-day period without prejudice to the rights of either party under this section. Any amendment to this Compact shall be in writing and must be approved by the Secretary of the United States Department of the Interior. However, changes in the Tribe Gaming Ordinance (Appendix C) shall not be considered amendments and may be effected as otherwise provided by this Compact or by law.

SECTION 20. AUTHORITY TO EXECUTE.

The undersigned represent that they are duly authorized to execute this agreement on behalf of the party designated.

SECTION 21. NOTICES.

All notices required or authorized to be served herein shall be Sent by certified mail (return receipt requested), commercial overnight courier services, or by personal delivery to the following addresses:

<u>OKLAHOMA</u>

Governor of Oklahoma
State Capitol, Room 212
Oklahoma City, OK 73105

Chairman, State-Tribal Relations Committee
State Capitol
Oklahoma City, OK 73105

Attorney General of Oklahoma
State Capitol, Room 112
Oklahoma City, OK 73105

Oklahoma State Bureau of Investigation
ATTN: Commissioner
6600 N. Harvey, Suite 300
Oklahoma City, OK 73116

ABSENTEE SHAWNEE TRIBE

Absentee Shawnee
Governor of the Absentee Shawnee
ATTN: Governor James Lee Edwards
2025 Gordon Cooper Drive
Shawnee, OK 74801

Absentee Shawnee Gaming Commission
2025 Gordon Cooper Drive
Shawnee, OK 74801

SECTION 22. SUCCESSORS AND ASSIGNS.

This compact shall be binding upon successors and assigns of the parties hereto.

SECTION 23. GOVERNING LAW.

This compact shall be governed by and construed in accordance with the laws of the United States, the State, and the laws of the Tribe, whichever are applicable. This compact shall be controlling. In the event of any ambiguity, this compact shall be deemed drafted by both parties and shall not be construed against or in favor of any party by virtue of draftsmanship, or as a matter of law.

SIGNATURES:

ABSENTEE SHAWNEE TRIBE

[SEAL]

for Governor James Lee Edwards
Date: 3-27-01

STATE OF OKLAHOMA

[SEAL]

Governor Frank Keating
Date: 3-28-01

Attest:
Secretary of State

OKLAHOMA LEGISLATIVE APPROVAL

Approved by a quorum of the Joint Committee on Tribal-State Relations the 28th day of March, 2001.

Chairman

FEDERAL APPROVAL

Consistent with 25 U.S.C.A. § 2710(d)(8) this compact is approved on this _____ day of _____,2001 by the Secretary of the United States Department Of Interior.

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

BY: Deputy Assistant Secretary - Indian Affairs
(Management)

APPENDIX A

PARI-MUTUEL STANDARDS

A. DEFINITIONS

B. GENERAL CONTROLS

C. COMPUTER SYSTEM

D. OPEN/CLOSING PROCEDURES

E. BETTING TICKET ISSUANCE AND CONTROLS

F. SCREEN ACTIVATED MACHINES (SAMS)

G. PAYMENT OF WINNING WAGERS

H. POSTING OF RULES

I. UNPAID WINNERS

J. LOST TICKETS

K. MAIL PAYMENTS

L. REPORT DESCRIPTIONS

PARI-MUTUEL STANDARDS

A. DEFINITIONS:

BREAKAGE - the odd cents over a multiple of ten cents arising from the computation of odds and payouts on amounts wagered on a race which is part of interstate common pari-mutuel pool.

COMMISSION ON WAGERS - an amount retained and not returned to patrons from the total amount of off-track pari-mutuel wagers.

GROSS REVENGE - the total commission on off-track pari-mutuel wagers, less the amount paid to track for the right to be part of the interstate common pari-mutuel pool (retrack fee").

INTERSTATE COMMON PARI-MUTUEL POOL - a pari-mutuel pool consisting of the pari-mutuel wagers placed at track, its interstate betting locations, other jurisdictions, and the off-track pari-mutuel wagers placed at Guest, and accepted into the off-track pari-mutuel system.

LIVE AUDIO VISUAL SIGNAL - the audio and visual transmission of a race, or series of races, as it occurs at track.

MANUAL MERGE - the process used in the event of a systems or communications failure by which the systems operator transmits to track-through telephone, telecopy, cellular or any other means of communication, the wagering information for a particular race or group of races, and the process by which track includes the off track pari-mutuel wagers into the interstate common pari-mutuel pool in such event.

OFF-TRACK PARI-MUTUEL SYSTEM - a computerized system or component of a system that is used to transmit wagering data and wagering information to and from a race track which offers interstate common pari-mutuel pools.

OFF-TRACK PARI-MUTUEL WAGER - a wager placed by a patron and accepted by guest on a race or races offered as part of an interstate common pari-mutuel pool offered by track, and accepted into the off-track pari-mutuel system.

POST TIME - for purposes of off-track pari-mutuel wagering is when the first entrant enters the gate.

SYSTEMS OPERATOR OR OPERATOR OF A SYSTEM - a person engaged in providing the off-track pari-mutuel system or services directly related to the reconciliation of the interstate common par-mutuel pool and transfers of funds between track and guest.

TRACK - an out-of-state facility licensed to operate horse or other racing where pari-mutuel wagering on races is conducted.

WAGERING DATA - the information regarding results, actual payouts, and the amount of pari-mutuel and off-track pari-mutuel wagers accepted for each race or group of races in the interstate common pari-mutuel pool.

WAGERING INFORMATION - the amount of off-track pari-mutuel wagers accepted for each race or group of races by guest.

B. GENERAL CONTROLS:

1. The Nation's gaming facility will maintain appropriate security at all times.

2. A key employee will be on premises at all times wagering is conducted. The name of each key employee shall be maintained on file, and provided to the Chickasaw Gaming Commissioner.

3. The Gaming Facility will not accept wagers on credit.

4. Gaming Facility employees are prohibited from wagering on events while on duty.

C. COMPUTER SYSTEM:

The main processors consist of three DEC 4000 Series 90 central processing units operating in triplex or other suitable computer substitutes. These central processing units are located at a suitable location by the simulcast signal provider with telecommunication links to peripheral terminals located at the Nation Gaming Facility or at some other suitable and securely equivalent location.

The systems provide hard disk storage in the form of dual-disk disk drives of 2.1 gigabytes each, and 2.1 gigabytes of magnetic tape for backup data or some other storage of similar or greater capacity.

Program source code shall no t be available to Gaming Facility employees, or to Nation's data processing employees.

Access to the main processors located at the source location is limited to authorized simulcast provider personnel or substitute entity personnel from the signal source locations.

The pari-mutuel system will be connected to the Gaming Facility via a dedicated telephone line or other acceptable communication system. Access through a dial-up modem or other suitable alternative will be available in case the leased dedicated telephone line becomes inoperative.

Writer/cashier terminals and screen activated machines (SAMs) will be furnished to the Gaming Facility by source location. Access to writer/cashier terminals will be restricted to writers/cashiers. This restriction will be provided by requiring operator number and passwords to log on to the system. Writer/cashier operator numbers will be issued by source location. Passwords for writers/cashiers will remain confidential, known only by the writer/cashier. Passwords for writers/cashiers will be changed at least quarterly.

Supervisor and accounting personnel operator numbers and passwords will be issued by source location. These passwords will be changed at least quarterly.

A Gaming Facility or other employee, approved by the ~~Chickasaw~~ Absentee-Shawnee Gaming Commissioner may perform routine maintenance and service of the hardware components of the Gaming Facility's wagering and communication equipment. Source location-dispatched technician will perform all non-routine maintenance and service of the hardware components of the Gaming Facility's equipment.

Nothing here shall prevent the Nation from providing an alternative computer system provided that the protection it maintains for the Nation and it's patrons is similar to those provided by the described system and source location.

D. OPENING/CLOSING PROCEDURES:

1. Opening Procedure

Ticket writer/cashier receives his/her starting bank from the cage.

Ticket writer/cashier verifies funds and enters the amount on a log. The writer/cashier signs the log.

Upon completion of bank opening procedures, the writer/cashier will sign on to the system by inputting his operator code and password. The system will print a sign-on ticket that will contain the following information: "sign-on" designation, Gaming Center name, date, time, station number and operator number.

2. Closing Procedures

When the writer/cashier closes his/her Pari-mutuel station, a sign-off ticket and a summary ticket will be printed by the terminal. The sign-off ticket will contain the following information: sign-off designation, Gaming Facility name, date, time, station number and operator number. The summary ticket will contain the

following information: Gaming Facility name, date, time, station number, operator number, take (sales), voids (cancels), paid (cash), the IRS withholding amount, and beginning bank (draw). Information on cash turn-ins (cash balance) will only be available to the book supervisor via password access. The cash drawer is then counted by the cashier/writer and the shift supervisor. Both sign the count sheet. The computer terminal is accessed to determine the writer's total cash balance. This is compared to the count sheet and variations are investigated.

Once verified, a manual cash-in slip is created and signed by both the writer/cashier and the shift supervisor, the writer/cashier will proceed to the slot cage and will turn in their funds.

E. BETTING/TICKET ISSUANCE AND CONTROLS:

Betting tickets shall be in single part form. The original is given to the customer. A second "copy" is retained internally within the computer system and is not accessible by Pari-Mutuel Gaming Facility personnel

The computer system prints a number on each ticket which identifies each writer station.

Only one random numerical computer-assigned series per station shall be used at one time.

Unused tickets will be stored in the Pari-Mutuel Gaming Facility storage room. These forms are serially numbered by the computer and do not require the "sensitive" forms inventory control procedures.

The computer system will not allow a ticket to be voided after a race event is locked out.

All bets will be made in cash or chips and shall be evidenced by the issuance of a ticket upon acceptance of a wager.

Tickets will not be written or voided after the outcome of an event is known.

F. SCREEN ACTIVATED MACHINE

1. The screen activated machine (SAM) is a self-service betting machine which allows customers to place wagers using a winning ticket or voucher generated by the system.

2. The customer must insert a voucher or winning ticket for the SAM to accept a wager. Wagers will be made keying in the amount of the bet, the type of bet, and the horse or horses selected. After the selection process is complete, the SAM will print a bet ticket. The SAM will print a bet ticket. The SAM will for the remaining balance, if any, owed voucher will contain the serial number, and SAM number. This information will the voucher. Once the wager is placed, the voucher to place additional wagers for cash.

3. When a patron wishes to redeem a voucher, the writer/cashier will insert it into the bar code reader. The computer will then generate a paid ticket and the writer/cashier will pay the patron. All other procedures described concerning payouts on winning wagers will be compiled with as applicable.

4. Outstanding vouchers will be listed on the Outsbook Voucher Report. Vouchers outstanding more than a specified number of days will be purged by the Systems Operator.

5. All winning tickets and vouchers inserted into the SAM will be deposited automatically into a locked box in the machine. On a daily basis, an accounting representative will check out the key to the lock boxes to remove the tickets and vouchers. The key will be at a department independent of the Pari-Mutuel Gaming Center and will require signing a log to access. After the accounting representative obtains the tickets and vouchers, he or she will immediately deliver them to accounting.

6. Voids will not be allowed at a SAM. Additionally, winning tickets that require IRS withholding will not be paid at the SAM.

G. PAYMENT OF WINNING WAGERS:

Upon presentation of a winning ticket by a customer, the writer/cashier will insert the ticket in to the bar code reader for verification and payment authorization. The system will brand the ticket with the payout amount, writer/cashier's station number, and date. Information on all wining tickets paid will be retained by the system.

Should the bar code reader fail to read a ticket, the writer/cashier will manually enter the ticket number into the terminal. A payout ticket will then be printed which will include the following information: ticket number, "pay" indication, Gaming Facility name, pay amount, date, station number, and operator number.

The computer software is designed to prevent payment of a ticket that has been previously paid by the system, voided by the system, a losing ticket, or a ticket not issued by the system.

Payoffs over $10,000.00 may be delayed for up to 24 hours after the next banking day.

For winnings requiring the completion of a form W-2G, the computer system will preclude a writer/cashier from making payment until the patron's social security number is entered. Once the social security number is entered, the computer will compute the amount of withholding and the amount of customer payment. The system will not pay a winning ticket, which requires IRS withholding, unless the customer provides his/her social security number at the time of payment. The system will calculate the withholding amount and the net amount due to the customer, which will both be printed on the ticket. This will alert the writer/cashier and the supervisor to complete the required IRS forms. Persons who do not have social security numbers may receive winnings from the manager after complying with federal tax requirements.

H. POSTING OF RULES:

1. Posting of rules

All house rules shall be conspicuously displayed in the Gaming Facility.

2. Refunds

All bets received on any entry which does not start or on a race which is canceled or postponed shall be refunded on the basis of the refund policy in effect at the track.

3. Refusal to accept bets

The Gaming Facility reserves the right to refuse to accept bets on a particular entry or entries or in any or all pari-mutuel pools for what it deems good and sufficient reason.

4. Cancellation of track pool

In the event that a pari-mutuel pool is canceled by the track, the corresponding off-track betting pari-mutuel pool shall be refunded.

5. Responsibility of the Gaming Facility

The Gaming Facility bears no responsibility with respect to the actual running of any race or races upon which it accepts bets. In all cases, the off-track betting pari-mutuel pool distribution shall be based upon the order of finish posted at the track as "official". The determination of the judges, stewards or other appropriate officials at the track shall be conclusive in determining the payoffs of the Gaming Facility.

6. Error in calculation of payments

In the event an error in calculation of payment occurs in a pool which is the result of the combination of the track pool and the off-track betting pool, the rules in effect at the track governing the disposition of such error shall prevail.

I. UNPAID WINNERS:

Unpaid winners remain on the computer system for a minimum of 120 days after the conclusion of a racing meet. Following the 120 day period, the unpaid winners are brought back into revenue by the source location.

J. LOST TICKETS:

Upon notification by a patron that a winning betting ticket has been lost, stolen or is otherwise not available for presentation, the following procedures will be followed:

1. The patron must report the loss of the ticket not later than the third day following the day the race was completed, unless the patron can show circumstances where this was not possible, or unless approved by Gaming Facility management.

2. A lost ticket report will be prepared by the Gaming Facility from information supplied by the patron. The report will contain the following information:

a. Name, address and telephone number of patron

b. Date/time the ticket was purchased

e. Amount/type of wager

d. Horse/greyhound betting numbers

e. Ticket number (if known by patron)

f. Signature of patron

g. Signature of report preparer

h. Signature of Gaming Facility Manager/Supervisor

3. The lost ticket report will be delivered to the controller who will instruct an accounting clerk to research the unpaid ticket file.

a. If an unpaid ticket that matches the information on the lost ticket report cannot be located, the lost ticket report will be returned to the Gaming Facility Manager with instructions that no payment can-be made.

b. If an unpaid ticket is found that matches the lost ticket report, the unpaid ticket will be "locked" in the computer system to prevent payment to other than the claimant for the holding period of one hundred twenty (120) days after the conclusion of the racing meet on which the wager was placed.

4. After the ticket is held for this one hundred twenty (120) day period, the patron may be paid. The controller reviews all of the lost ticket claim support paperwork prior to signing the check to be mailed to the customer.

5. If the ticket is presented for payment within this one hundred twenty (120) day period by other than the patron represented on the lost ticket report; or if a dispute arises from the foregoing procedures, it will be the Gaming Facility's responsibility to resolve such disputes.

K. MAIL PAYMENTS:

Only original wagered tickets are acceptable for mail payments.

All mail payment requests are opened and logged by personnel independent of the Gaming Facility. A copy of the log is retained by the accounting department for auditing mail tickets paid. The mailed ticket is forwarded directly to the Gaming Facility Manager's office, where it is then entered into a writer/cashier's terminal for unpaid ticket update to indicate that the ticket is no longer outstanding.

A request for disbursement and the approved ticket are forwarded to the controller for payment.

Only the controller or a designate is authorized to approve mail payments.

L. REPORT DESCRIPTIONS:

The race auditor has the ability to generate the following reports from the RMC each day:

Recap Report - This report will contain information by track and total Information regarding write, refunds, payouts, outs, payments on outs, and federal tax withholding for each track will also be included. Additionally, information regarding SAM voucher activity will be included. This report will provide daily amounts.

Daily Reconciliation Report - This report will summarize information in total by track. Report information will include write, today's winning ticket total, total commission and breakage due the licensee, and net funds transfer to or from the licensee's bank account.

Window Activity Report - This report will summarize for each window the following information: Sales, cash outs, cancels, draws, returns, vouchers sold, vouchers cashed, over/short.

Teller Balance Report - This report will summarize daily activity by track and writer/cashier, and SAM terminals. Specifically, the report will contain the following: tickets sold, tickets cashed, tickets canceled, draws, returns, computed cash turn-in, actual turn-in, and over/short.

Teller Details Report - This report will summarize teller activity. Specifically, for each teller the report will contain tickets sold, tickets cashed, tickets canceled, tickets refunded, W-2G withholdings, funds returned, draws and over/short. Session Sales Summary - This report will summarize sales activity for each type of wager placed, for each race run, and for each track opened. Additionally, total sales will be provided. Specific information included will be sales, cancels, sales, from previous sessions, refunds, and net sales.

Cashed Tickets Report - This report will list all paid winning tickets by track and race. This report will include the ticket number, date, tickets written, horse or greyhound selection and type of bet made amount of bet or bets, total take, and pay amount. The report will also include IRS withholdings, if applicable.

Canceled Tickets Report - This report will list all tickets that were canceled for the day. Specific information will include ticket serial number, sale window, cancellation window, and amount.

Refunded Tickets Report - This report will list all tickets refunded for the day. Specifically, this report will include ticket serial number, ticket description, and amount.

SAM Activity Report - This report will contain a summary of Screen Activated Machines (SAM) activity. Specifically, this report will include the SAM number, ticket sales, ticket cash outs, voucher sales, and voucher cash outs.

Cashed Voucher Report - This report will contain a detailed listing of all vouchers cashed for the day. Specifically, this report will contain the ticket serial number, the window(s) at which the voucher was sold and cashed, and the amount of the voucher cashed.

IRS Tax Report-Cashed - This report will contain a detailed listing of all tickets cashed that were subject to federal withholding. This report will include the customer's social security number, ticket serial number, ticket conditions, race date, amount of payout, withholding amount, net payout, cashing and selling window(s), and teller identification.

Future Tickets Report - This report will contain a detailed listing of all tickets bet on events occurring subsequent to the current day. This report will include ticket serial number, window where the ticket was bet, cost, amount, type of bet, race number, and horses chosen.

Outsbook Tickets Report - This report will contain a listing by window, race, track and in summary of winning tickets which remain unpaid. Specifically, this report will include ticket number, window, pay amount, and IRS withholding (if applicable).

Public Results Information Report - This report will contain race results and prices paid.

Transaction Search Report - This report will contain a listing of all tickets and vouchers written and paid per station. Also the report contains canceled tickets.

Exception Report - This report will contain a listing of all systems functions and overrides not involved in the actual writing or cashing of tickets. This report will also include sign-on/off tickets, voids, and manually entered paid tickets.

APPENDIX B

GAMING FACILITIES LOCATIONS

The Absentee Shawnee Tribe of Oklahoma presently operates a single gaming operation.

1. Thunderbird Casino
   PO Box C
   15700 East State Highway 9
   Little Axe, Oklahoma 73026
   Telephone - 360-9270
   Fax - 360-2741
   General Manager - Mickey Burke

APPENDIX C
GAMING ORDINANCES

EXECUTIVE

RESOLUTION NO. AS-94-94

ABSENTEE-SHAWNEE TRIBE OF INDIANS OF OKLAHOMA

REGULAR EXECUTIVE COMMITTEE MEETING

AUGUST 12, 1994

A RESOLUTION DULY ADOPTED BY THE EXECUTIVE COMMITTEE OF THE ABSENTEE-SHAWNEE TRIBE OF INDIANS OF OKLAHOMA AUTHORIZING CLASS II AND CLASS III GAMING WITHIN THEIR JURISDICTION.

WHEREAS, the Absentee-Shawnee Tribe of Indians of Oklahoma is a federally recognized Indian Tribe exercising all inherent sovereign rights from time immemorial, and

WHEREAS, the Absentee-Shawnee Tribe of Indians of Oklahoma has a Constitution approved by the Department of the Interior, last amended in August, 1988, and

WHEREAS, the Executive Committee of the Absentee-Shawnee Tribe of Indians of Oklahoma is empowered by the Constitution to speak and otherwise conduct business in the name of, and on behalf of, the Absentee-Shawnee Tribe of Indians of Oklahoma, and

WHEREAS, the Tribe authorizes Class II and Class III gaming as defined in the Indian Gaming Regulatory Act, P.L. 100-447, 25 U.S.C. Section 2703(7) and 25 U.S.C. Section 2703(8), and

WHEREAS, the Tribe shall have sole propriety interest in and responsibility for the conduct of any gaming operation authorized by this resolution, and

WHEREAS, net revenues from Class II and Class III gaming shall be used only for the following purposes: to fund tribal government operations and programs; provide for the general welfare of the Tribe and its members; promote tribal economic development; donate to charitable organizations; or help fund operations of local government agencies, and

WHEREAS, the Tribe shall cause to be conducted annually an independent audit of gaming operations; procedures for background investigations previously approved and the existing gaming enterprise known as Thunderbird Entertainment Center shall be automatically licensed with the adoption of this resolution, and such license shall be renewed each year with the waiver of any fees unless otherwise provided by Executive Committee decision or amendment to this resolution.

NOW THEREFORE BE IT RESOLVED that the Absentee-Shawnee Tribe of Indians of Oklahoma hereby authorizes Class II and Class III gaming within their jurisdiction.

C E R T I F I C A T I O N

We, Kenneth Blanchard, Lt. Governor and Cynthia Hernandez, Secretary of the Absentee-Shawnee Tribe of Indians of Oklahoma, do hereby certify that this Resolution No. E-AS-94-94 to be a true and exact copy as approved by the Executive Committee of the Absentee-Shawnee Tribe of Indians of Oklahoma at a duly called meeting held on August 12, 1994, there being a quorum present, by a vote of 3 in favor, 0 opposed, and 0 abstentions, as follows: Lt. Governor - N/A; Secretary - YES; Treasurer - YES; Representative - YES; and the Governor's vote, if required, ABSENT.

KENNETH BLANCHARD, Lt. Governor

CYNTHIA HERNANDEZ, Secretary

RESOLUTION NO. AS90-110

ABSENTEE SHAWNEE TRIBE OF OKLAHOMA

SPECIAL EXECUTIVE COMMITTEE MEETING

JUNE 22, 1990

A RESOLUTION DULY ADOPTED BY THE EXECUTIVE COMMITTEE OF THE ABSENTEE SHAWNEE TRIBE OF OKLAHOMA ENACTING THE ABSENTEE SHAWNEE GAMING CODE OF 1990 AND REPEALING THE ABSENTEE SHAWNEE BINGO ORDINANCE OF 1986.

WHEREAS, the Absentee Shawnee Tribe of Oklahoma is a federally recognized Indian tribe and has a Constitution which was approved by the Department of the Interior on August 13, 1988, and

WHEREAS, the Executive Committee of the Absentee Shawnee Tribe of Indians of Oklahoma is empowered to speak and otherwise conduct business in the name of and on behalf of the Absentee Shawnee Tribe of Oklahoma, and

WHEREAS, the Executive Committee hereby adopts the Absentee Shawnee Gaming Code of 1990.

WHEREAS, all parts of the Absentee Shawnee Bingo Ordinance of 1986 are hereby repealed by implication insofar as such ordinance conflicts with the Absentee Shawnee Gaming Code of 1990.

NOW THEREFORE BE IT RESOLVED, that the Executive Committee of the Absentee Shawnee Tribe of Indians of Oklahoma enacts the Absentee Shawnee Gaming Code of 1990 and repeals by implication the Absentee Shawnee Bingo Ordinance of 1986 insofar as such ordinance conflicts with the Absentee Shawnee Gaming Code of 1990.

CERTIFICATION

We, Larry Nuckolls, Governor and Jim Johnson, Secretary of the Absentee Shawnee Tribe of Indians of Oklahoma, do hereby certify that this Resolution No. AS-90-110 to be a true and exact copy as approved by the Executive Committee of the Absentee Shawnee Tribe at a duly called meeting held on June 22, 1990, there being a quorum present by a vote of: 4 in favor, 0 opposed and 0 abstention, as follows: Lt. Governor: YES; Secretary: YES; Treasurer: YES; Representative: YES. Governor's vote, if required: NA

LARRY NUCKOLLS, Governor

JIM JOHNSON, Secretary

ABSENTEE SHAWNEE TRIBE OF OKLAHOMA

GAMING CODE

Section 1. Scope. This Code shall apply to all games conducted within the territorial jurisdiction of the Absentee Shawnee Tribe of Indians of Oklahoma.

Section 2. Purpose. This Code is intended to promote the peace, safety and welfare of all persons coming within the jurisdiction of the Absentee Shawnee Tribe of Indians of Oklahoma by insuring that any game conducted within the tribal jurisdiction is conducted in a fair and responsible manner and that the public order, peace, and safety be maintained and this Code shall be liberally construed to promote such purpose.

Section 3. Definitions. As used in this Code the term:

(a) "Gaming" shall include all games in manner, type and definition as described in Public Law 100-497.

(b) "Court" means the District Court of the Absentee Shawnee Tribe of Oklahoma.

(c) "Executive Committee" means the Absentee Shawnee Tribal Executive Committee.

(d) "Public Gaming Commissioner" or "Commissioner" means that person designated by the Governor of the Absentee Shawnee Tribe of Oklahoma and confirmed by the Executive Committee to fulfill said office.

Section 4. Gaming Prohibited—Exceptions. No person or legal entity shall conduct any game subject to the jurisdiction of the Absentee Shawnee Tribe of Indians of Oklahoma, without a license issued pursuant to this Code. No games shall be played which are not conducted pursuant to Federal Public Law 100-497 and this Code.

Section 5. Manner of Filing Instruments with Commissioner. Any document, affidavit, return, report, fee or other instrument or payment required to be filed with, delivered to, or served upon the Commissioner by this Code shall be deemed to be properly filed, delivered, or served, as the case may be if it is filed, delivered, or served upon the Tribal Administrator at the Tribal Complex, or such other employee of the Tribe as the Commissioner shall authorize in writing.

LEGISLATIVE

RESOLUTION NO. AS-99-81

ABSENTEE-SHAWNEE TRIBE OF OKLAHOMA

SPECIAL EXECUTIVE COMMITTEE MEETING

DECEMBER 27, 1999

A RESOLUTION DULY ADOPTED BY THE EXECUTIVE COMMITTEE OF THE ABSENTEE-SHAWNEE TRIBE OF OKLAHOMA ADOPTING AN AMENDMENT TO THE ABSENTEE SHAWNEE TRIBE OF OKLAHOMA, GAMING CODE TO INCREASE THE NUMBER OF GAMING COMMISSIONERS FROM ONE (1) TO THREE (3), AND AMENDING TITLE I. - DEVELOPMENT, ADMINISTRATION, AND ENFORCEMENT, SECTIONS 101 THROUGH 111 AND ADDING SECTION 112.

WHEREAS, the Absentee-Shawnee Tribe of Oklahoma is a federally recognized Indian tribe exercising all inherent sovereign rights from time immemorial; and

WHEREAS, the Absentee-Shawnee Tribe of Oklahoma has a Constitution approved by the Department of the Interior, last amended in August 1988; and

WHEREAS, the Executive Committee of the Absentee-Shawnee Tribe of Oklahoma is empowered by the Constitution to speak and otherwise conduct business in the name of, and on behalf of, the Absentee-Shawnee Tribe of Oklahoma; and

WHEREAS, it is the responsibility of the Executive Committee to uphold its constitutional responsibility to the Tribe and its membership as the highest priority; and

WHEREAS, to better and more fairly allot gaming regulatory responsibilities for the oversight of Tribal Gaming under the Absentee Shawnee Tribe of Oklahoma, Gaming Code (the "AST Gaming Code"); and

WHEREAS, it is believed in the best interest of the Tribe that the Commission composed of one (1) member be increased to a Commission of three (3) individuals; and

WHEREAS, to accomplish the increase in the number of Commissioners it is necessary to amend the AST Gaming Code, TITLE I - DEVELOPMENT, ADMINISTRATION AND ENFORCEMENT, Sections 101 through 111 and adding Section 112, as attached hereto as Exhibit "A"

NOW THEREFORE BE IT RESOLVED that the Executive Committee of the Absentee Shawnee Tribe of Oklahoma hereby adopts an amendment to the Absentee Shawnee Tribe of Oklahoma, Gaming Code to increase the number of Gaming Commissioners from one (1) to three (3), and amending TITLE I. - DEVELOPMENT, ADMINISTRATION, AND ENFORCEMENT, Sections 101 through 111 and adding Section 112.

CERTIFICATION

We, James "Lee" Edwards, Governor and Russell B. Ellis, Secretary of the Absentee-Shawnee Tribe of Oklahoma, do hereby certify that this Resolution No. L-AS-99-81 to be a true and exact copy as approved by the Executive Committee of the Absentee-Shawnee Tribe of Oklahoma at a duly called meeting held December 27, 1999, there being a quorum present, by vote of: 3 **in favor, 1 opposed, and 0 abstentions, as follows: Lt. Governor Wilson: Yes, Secretary Ellis: Yes, Treasurer Pearce: No, Representative Little Axe: Yes, Governor's vote, if required, N/A.**

James Lee Edwards
JAMES "LEE" EDWARDS, Governor

Russell B. Ellis
RUSSELL B. ELLIS, Secretary

TITLE I. - DEVELOPMENT, ADMINISTRATION AND ENFORCEMENT

Section 101. Office of Public Gaming Commission Established. In order to provide for the orderly development, administration, and regulation of gaming, as well as other authorized enterprises within the jurisdiction of the Absentee Shawnee Indian Tribe of Oklahoma, there is established the office of Public Gaming Commission. The Governor shall nominate persons to serve as the Commissioners, subject to confirmation by the Executive Committee. Said Commissioners shall be seated for a period of three (3) years. Once appointed the three (3) member Commission shall select a Chairperson to conduct meetings. A quorum for the conduct of business shall be at least the three (3) member Commission. Each Commissioner is vested with one (1) vote for any decision. The Commissioners may be removed from office prior to the end of any term only for cause by Ordinance. The Commissioners may be suspended by the Executive Committee for ninety (90) days. During such suspension the Executive Committee may appoint a qualified person to act as a replacement for the suspended Commissioner. Further, should any vacancy occur in the positions of the Public Gaming Commission, the nomination process shall be initiated by the Governor and the unexpired portion of the Commissioner's term shall be filled in the same manner as the initial appointment of a Commissioner.

Section 102. A. The Public Gaming Commission shall be charged with the sole responsibility of administering and enforcing the provisions of this Code.

B. It shall be the responsibility of the Public Gaming Commission to promulgate regulations necessary to administer the provisions of this Code. These duties shall include but not limited to the following:

(1) Printing and making available application forms for initial and renewal licenses, as well as any other necessary licenses.

(2) Supervising the collection of all fees and taxes prescribed in this Code and other ordinances in regard to gaming and gaming related activities.

(3) Processing all license applications.

(4) Issuing licenses.

(5) Determining applicable license fees.

(6) Auditing all returns

(7) Review all gaming operation contracts, records, documents, and anything else necessary and pertinent to the financial accountabilities of licensees or enforcement of any provision of

gaming operation contracts, agreements, this, and related Ordinances.

(8) The Public Gaming Commission shall have the power and authority to deny any application, to limit, condition, suspend, or restrict any license, make a finding of suitability or approval of the license, or a finding of suitability or approval of or the imposition of a fine upon any person licensed for any cause deemed reasonable by the Public Gaming Commission, or to make assessment for money owed the Absentee Shawnee Tribe of Oklahoma by contract or taxation and to levy collection of the same with or without notice.

(9) The performance of any other duties required in the Code or any amendments thereto or other duties which may hereafter be specified by the Public Gaming Commission.

(10) Defend their actions in any court of competent jurisdiction or initiate any actions with consent of the Executive Committee.

Section 103. The Public Gaming Commission may exercise any proper power and authority necessary to perform the duties assigned by this Code, and is not limited by any enumeration of powers in this chapter.

Section 104. The Public Gaming Commission may refuse to reveal, at any court proceedings, the identity of any informant, if such revelation would subject the informant to bodily harm.

Section 105. Regular and special meetings of the Public Gaming Commission may be held, at the discretion of the Public Gaming Commission, at such time and places as may be convenient and open to tribal members, with notice posted in a public place at least twenty-four (24) hours prior to the meeting.

Section 106. The Public Gaming Commission may organize and form divisions as may be necessary and from time to time alter such plan of organization as may be expedient. The Public Gaming Commission shall recommend the budget for operations to the Executive Committee, and take any other steps necessary to fulfill duties and responsibilities under the Code.

Section 107. In adopting, amending, or repealing any regulations under this Code, the Public Gaming Commission shall give prior notice of the proposed action to all licensees and other persons whom the Public Gaming Commission has reason to believe have a legitimate and bona fide interest in such proposed action.

Section 108. The Public Gaming Commission shall afford an applicant for a license or permit an

opportunity for a hearing prior to final action denying such applications and shall afford a licensee or any other person(s) subject to the Code the opportunity for a hearing prior to taking final action resulting in terminating, revoking, suspending, or limiting a license or any other adverse action the Public Gaming Commission deems appropriate; provided, that the Public Gaming Commission may summarily temporarily suspend or extend suspension of license for sixty (60) days in those cases where such action is deemed appropriate by the Public Gaming Commission. In cases where a license is suspended prior to a hearing, an opportunity for a hearing shall be provided.

Section 109. Whenever upon specific factual finding the Public Gaming Commission determines that any person has failed to comply with the provisions of this Code or any regulation promulgated hereunder, the Public Gaming Commission shall made a certification of findings with a copy thereof to the subject or subjects of that determination. After five (5) days notice and within ninety (90) days thereof, the Public Gaming Commission shall hold a hearing at which time the subject shall have opportunity to be heard and present evidence.

Section 110. At such hearing it shall be the obligation of the subject to show cause why the determination is incorrect, why the application in question shall not be denied, why the license, licenses, or permit in question shall not be revoked or suspended, why the period of suspension should not be extended, or to show cause why special conditions or limitations upon a license or permit should not be imposed, or to show cause why any other action regarding any other person or persons subject to any action should not be taken.

Section 111. Following such hearing the Public Gaming Commission shall within seven (7) days, reach a determination concerning the accuracy of the preliminary certification of facts and whether the license in question should be granted, continued or suspended, revoked, conditioned or limited, and whether or not any other action recommended to or by the Commission (including but not limited to forfeitures or fines) should be taken.

Section 112. Wherever else in the Absentee Shawnee Gaming Code the term "Commissioner" is used it shall mean the Public Gaming Commission.

Section 6. Issuance of instruments by Commissioner. Any registration form receipt, or other instrument which the Commissioner is required or permitted to issue pursuant to this Code, may be issued by the Tribal Administrator or such other employee of the Tribe as the Commissioner shall authorize in writing. Issuance by any such authorized person shall have the same effect as if such instrument were personally issued by the Commissioner.

Section 7. Authorizations to be Posted. The written authorizations mentioned in Sections 5 and 6 of this Code shall be conspicuously posted in the Tribal Complex.

Section 8. Audits and Reviews. Any individual, organization or corporation which applies for or receives a license to conduct gaming pursuant to this Code shall be deemed to have consented to the jurisdiction of the Courts of the Absentee Shawnee tribe of Oklahoma, the Tribe's laws, and shall be subject to seizure of any funds owed and audit and review of records by authorized accounting or law enforcement agencies of the Tribe without notice or warrant.

Section 9. Citation. This Code may be cited as the "Absentee Shawnee Gaming Code of 1990."

TITLE I. - DEVELOPMENT, ADMINISTRATION AND ENFORCEMENT

Section 101. Office of Public Gaming Commissioner Established. In order to provide for the orderly development, administration, and regulation of gaming, as well as other authorized enterprises within the jurisdiction of the Absentee Shawnee Indian Tribe of Oklahoma, there is established the office of Public Gaming Commissioner. The Governor shall nominate a person to serve as the Commissioner, subject to confirmation by the Executive Committee. Said Commissioner shall be seated for a period of three (3) years. The Commissioner may be removed from office prior to the end of any term only for cause by Ordinance. The Commissioner may be suspended by the Executive Committee for 90 days. During such suspension the Executive Committee may appoint a qualified person to act as Commissioner. Further, should any vacancy occur in the position of Commissioner, the nomination process shall be initiated by the Governor and the unexpired portion of the Commissioner's term shall be filled in the same manner as the initial appointment of Commissioner.

Section 102. A. The Commissioner shall be charged with the sole responsibility of administering and enforcing the provisions of this Code.

B. It shall be the responsibility of the Commissioner to promulgate regulations necessary to administer the provisions of this Code. These duties shall include but not be limited to the following:

(1) Printing and making available application forms for initial and renewal licenses, as well as any other necessary licenses.

(2) Supervising the collection of all fees and taxes prescribed in this Code and other ordinances in regard to gaming and gaming related activities.

(3) Processing all license applications.

(4) Issuing licenses.

(5) Determining applicable license fees.

(6) Auditing all returns.

(7) Review all gaming operation contracts, records, documents, and anything else necessary and pertinent to the financial accountabilities of licensees or enforcement of any provision of gaming operation contracts, agreements, this, and related Ordinances.

(8) The Commissioner shall have the power and authority to deny any application, to limit, condition, suspend, or restrict any license, make a finding of suitability or approval of the license, or a finding of suitability or approval of or the imposition of a fine upon any person licensed for any cause deemed reasonable by the Commissioner, or to make assessment for money owed the Absentee Shawnee Tribe of Oklahoma by contract or taxation and to levy collection of the same with or without notice.

(9) The performance of any other duties required in the Code or any amendments thereto or other duties which may hereafter be specified by the Commissioner.

(10) Defend his actions in any court of competent jurisdiction or initiate any actions with consent of the Executive Committee.

Section 103. The Commissioner may exercise any proper power and authority necessary to perform the duties assigned by this Code, and is not limited by any enumeration of powers in this chapter.

Section 104. The Commissioner may refuse to reveal, at any court proceedings, the identity of any informant, if such revelation would subject the informant to bodily harm.

Section 105. Regular and special meetings of the Commissioner may be held, at the discretion of the Commissioner, at such time and places as may be convenient and open to tribal members, with notice posted in a public place at least 24 hours prior to the meeting.

Section 106. The Commissioner may organize and form divisions as may be necessary and from time to time alter such plan of organization as may be expedient. The Commissioner shall recommend the budget for operations to the Executive Committee, and take any other steps necessary to fulfill duties and responsibilities under the Code.

Section 107. In adopting, amending, or repealing any regulations under this Code, the Commissioner shall give prior notice of the proposed action to all licensees and other persons whom the Commissioner has reason to believe have a legitimate and bona fide interest in such proposed action.

Section 108. The Commissioner shall afford an applicant for a license or permit an opportunity for a hearing prior to final action denying such applications and shall afford a licensee or any other person(s) subject to this Code the opportunity for a hearing prior to taking final action resulting in terminating, revoking, suspending, or limiting a license or any other adverse action the Commissioner deems appropriate; provided, that the Commissioner may summarily temporarily suspend or extend suspension of license for sixty (60) days in those cases where such action is deemed appropriate by the Commissioner. In cases where a license is suspended prior to a hearing, an opportunity for a hearing shall be provided.

Section 109. Whenever upon specific factual finding the Commissioner determines that any person has failed to comply with the provisions of this Code or any

regulation promulgated hereunder, the Commissioner shall make a certification of findings with a copy thereof to the subject or subjects of that determination. After five (5) days notice and within ninety (90) days thereof, the Commissioner shall hold a hearing at which time the subject shall have an opportunity to be heard and present evidence.

Section 110. At such hearing it shall be the obligation of the subject to show cause why the determination is incorrect, why the application in question shall not be denied, why the license, licenses, or permit in question shall not be revoked or suspended, why the period of suspension should not be extended, or to show cause why special conditions or limitations upon a license or permit should not be imposed, or to show cause why any other action regarding any other person or persons subject to any action should not be taken.

Section 111. Following such hearing the Commissioner shall within seven (7) days, reach a determination concerning the accuracy of the preliminary certification of facts and whether the license in question should be granted, continued or suspended, revoked, conditioned or limited, and whether or not any other action recommended to or by the Commissioner (including but not limited to forfeitures or fines) should be taken.

TITLE II. - LICENSING/PERMITS

Section 201. License required. Any person conducting Gaming operations on property within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma shall be required to have and display prominently an appropriate, valid and current Public Gaming license issued pursuant to the provisions of this Code. Any other forms of public gaming operations being conducted within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma without the lawful written approval of the Absentee Shawnee Tribe of Oklahoma Public Gaming Commissioner are prohibited.

Section 202. Classes and Fees. Different classes of licenses shall be issued, and each shall have a separate fee, and each shall grant separate privileges. Each license shall be for a specific place, and licensees desiring to operate multiple locations shall be required to obtain multiple licenses. Licensee shall operate and conduct only those activities authorized under each license as listed below and as may be further specified in regulations promulgated hereunder:

A. Class "A". A Class A License may be issued to any person or group which holds a valid gaming license from the State of Oklahoma or its political subdivision, at an annual rate of $600.00 or a monthly rate of $50.00 for the revocable privilege of conducting gaming for the remainder of the licensed period.

B. Class "B". A Class B License may be issued to an entity holding a contract with the Absentee Shawnee Tribe of Oklahoma, at an annual rate of $1,200.00 for the revocable privilege of conducting gaming in a specific location within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma for the remainder of the calendar year.

C. Class "C". A Class C License may be issued at an annual rate of $1,200.00 for the revocable privilege of operating satellite gaming in a specific location within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma.

Section 203. Exemptions. The following activities are not public gaming operations under the terms of this Code, and therefore do not require a license under this title:

A. Gaming not for gain. Gaming in which no cash or valuable prizes are won, other than "points" for cumulative competitive ratings, or "places" for immediate competitive rankings, is not subject to the provisions of this Code. However, gaming for gain which is conducted by a non-profit organization is subject to the requirements of this Code if cash or valuable prizes are awarded. "Valuable prize" means an object or service worth $100.00 (One hundred dollars) or more in fair market value.

Section 204. All persons or organizations who may seek to engage in public gaming activities with the jurisdiction of the Absentee Shawnee Tribe of Oklahoma must apply for the same at least thirty (30) days prior to the scheduled activities. All other licenses must be applied for no less than sixty (60) days prior to the scheduled activities.

Section 205. Every licensee intending to continue engaging in public gaming activities within the Absentee Shawnee Tribe of Oklahoma during the next following calendar year shall apply for renewal of the license at least thirty (30) days prior to the end of the previous license period.

describe the contract reformation imposed. Nothing herein shall prevent the Commissioner from withdrawing his original determination that reformation is necessary. A copy of the decision of the Commissioner shall be sent immediately to the Executive Committee and all other parties to the reformed contract.

Section 217. Within ten (10) days of the decision of the Commissioner issued pursuant to Section 216 the Executive Committee or any other parties to the reformed contract may initiate an appeal to tribal district court. The court shall review the decision of the Commissioner to determine whether his final reformation decision is an abuse of Commissioner discretion. If the court determines that no abuse of discretion exists, the Commissioner's decision shall stand as written. If the court determines that the Commissioner's decision is an abuse of discretion, the court shall vacate the decision and shall direct the Commissioner to prepare reformation if any is necessary pursuant to court order.

Section 218. Effective date. Reformation of a contract pursuant to Section 214 shall be effective upon expiration of the time available for a reconsideration by the Commissioner provided reconsideration is not requested. If reconsideration is requested, the reformation shall be effective upon the expiration of time for appeal to tribal court if no appeal is pursued. If tribal court appeal is pursued the effective date shall be ten (10) days from the date of decision by the tribal district court and provided that such reformation shall be consistent with the tribal court decision.

TITLE III. - RULES OF OPERATION AND GENERAL APPLICABILITY

Section 301. Records, Returns and Audits. It shall be the responsibility of the Public Gaming Commissioner to promulgate regulations establishing proper accounting procedures and methods of operations for all licensees, so that all monies or things of value received and/or paid out may be properly monitored and accounted for. All licensees under this Code shall be required to keep an approved accounting system, which shall comply with, but not be limited to all applicable provisions of this Code or regulation of the Commissioner. Said accounting system shall reflect all business and financial transactions involved or connected in any manner with the operation and conducting of activities authorized by this Code.

Section 302. All licensees shall charge players only for the cards to be used in each game. The rate to be charged players for cards or packs shall be fixed by each licensee and posted conspicuously on the premises. Each person paying for the opportunity to participate in a game shall be given an approved receipt for the card or pack, which shall be numbered and dated, which can be readily identified as belonging to that licensee. Each card or pack issued shall represent a specific amount of money which has been paid to the licensee. The amount of money represented by each card or pack issued shall be clearly made known to all players prior to anyone paying to participate in the activity.

Section 303. Any delay, maneuver or action of any kind, which in the opinion of the Commissioner, is effectuated by any licensee to unlawfully avoid paying the proceeds properly owing to the Absentee Shawnee Tribe of Oklahoma shall constitute grounds for taking any disciplinary action deemed necessary by the Commissioner, including but not limited to fining, revoking, suspending, limiting, or refusing to renew the license of any licensee. Further, the Commissioner shall have authority to make assessments of monies owed to the Absentee Shawnee Tribe of Oklahoma by contract or taxation and may levy collection of the same with or without notice.

Section 304. No applicant, licensee, or employee thereof shall neglect or refuse to produce records or evidence under his control, or to give information upon proper and lawful demand by the Commissioner, or shall otherwise interfere with any proper and lawful efforts by the Commissioner to produce such information. The Commissioner may summon any licensee or a licensee's agents, employees, or suppliers to appear to testify with regard to the conduct of any licensee or the agents, employees, or suppliers of any licensee. All such testimony shall be given under oath and may embrace any matters, which the Commissioner may deem relevant to the discharge of his official duties. Any person so summoned to appear shall have the right to be represented by counsel. Any testimony so taken may be used by the Commissioner as evidence in any proceeding or matter before the Commissioner of the tribal district court or, which may later come before the Commissioner of the tribal district court. Failure to so appear and testify fully at the time and place designated, unless excused, shall constitute grounds for revocation or suspension of any license held by the person summoned, his principal, or employee, or the loss of the

privilege to further supply any person licensed under this Code.

Section 305. Licensees shall provide for their facility security, provided, that contracts are reviewed, security plans, or amendments thereto are approved by the Commissioner prior to implementation.

Section 306. Unless prior written approval is obtained from the Commissioner, no person employed in the conduct of public gaming operating under one license shall be employed under any other license authorized to operate under this Code.

Section 307. Age limit for gaming. No person who is under the age of eighteen (18) shall operate nor shall be allowed to participate in any manner in the operation of any game. No person(s) under the age of sixteen (16) shall be allowed on premises where games are being conducted. It shall be the responsibility of the licensee to enforce the provisions of this section.

Section 308. On duty operators shall not play. No operator shall allow a person who manages or receives any compensation, directly or indirectly, for the operation of any games conducted by the operator to play in a game while on duty. No operator shall allow any person who assists in the operation of any game conducted by the operator to play in any game conducted by the operator within twenty-four (24) hours of the time said person did so assist.

Section 309. No free games for winners. No free cards or any opportunity to play in a game shall be awarded or given to a person as prize for or conditioned upon winning a bingo game or games. Provided, that the Commissioner shall have the authority to grant exceptions upon request by the operators.

Section 310. Every prize awarded during the operation authorized shall be awarded only to the person(s) actually winning the prize and displaying the proper admission ticket.

Section 311. Cards or packs shall be sold and paid for only in advance for use in a specified game or specified numbered games. All sales of cards or packs shall take place upon the premises. All cards or packs must be used on the day sold.

Section 312. Promotional activities and remuneration. Certain licensees may be exempt from Section 309 and engage in promotions and activities that include prizes or the award of cards or packs as an incentive to allow certain individuals, who provide a specified service or meet other stated

requirements, to participate in games the same as regular participants. Licensees participating in promotional activities must provide the Commissioner full details of all such activities and receive advance approval for each such promotional activity. Written approval for such activities must remain on file with the Commissioner and with the licensee for a period of not less than one (1) year.

ection 313. Each numbered ball or other device used in a game for the selection of numbers to be called in play shall be the same weight and size as each of the other balls or devices used for that purpose of that game.

ection 314. In all cases the operator must have and exercise complete control over that portion of the premises being used for gamin at all times said games are being played. The licensee shall be held liable for any violation of the Code.

ection 315. Games shall be operated and conducted only on the appropriate licensed premises authorized under this Code.

ection 316. No manufacturer, distributor, or operator shall by agreement either express or otherwise with any other manufacturer, distributor, or operator fix the price at which any device, paraphernalia, machine, equipment, prize or any other items used in connection with any of the activities authorized under this Code shall be sold or which services in connection therewith shall be rendered. The price of these items in a competitive market place shall be established by each manufacturer, distributor, or operator for the products and services offered by each and shall not be established, directly or indirectly, in concert with another.

ection 317. Licensees must own, supervise, and be directly responsible for all activities on their premises authorized by license under this Code, except as specifically outlined in management agreement approved by Ordinance.

ection 318. It is the policy of the Commissioner and the Absentee Shawnee Tribe of Oklahoma to require that all establishments, wherein gaming is conducted within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma, be operated in a manner suitable to protect the public health, safety, morals, good order, and general welfare of the inhabitants under within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma. Responsibility for the employment and maintenance of suitable methods of operation rests with the

licensee and willful and persistent use or toleration of unsuitable methods of operation will constitute grounds for license revocation or other disciplinary actions.

ection 319. Receipt required for income and prizes in gaming. All income from games shall be receipted by the licensee at the time the income is received from each individual player, and all prizes shall be receipted for by the winner of each prize at the time the prize is distributed to each individual winner.

A. Income receipts form. Income receipt forms shall be supplied by the licensee. They may be tickets or disposable cards numbered consecutively, or they may be based upon a cash register system if an identification number is on the receipt given to the customer, which is one of a series of such numbers printed consecutively, and a corresponding number is recorded together with a record of the transaction being kept inside the cash register.

In the event a cash register system is used, the following information shall appear upon the receipt given a customer and upon the record being kept inside the machine: the name of the licensee operating the activity; the date the transaction took place; the receipt number; the amount of money paid or a description of other consideration paid for the opportunity to play. The cash register receipt rolls retained in the machine showing those transactions shall be retained in the machine showing those transactions shall be retained with the records of the licensee for a period not less than two (2) years.

1. Receipts from income from all sales except those of opportunities to play on disposable cards. Each person paying for the opportunity to participate in a game, except as provided in subsection 2, who does not receive a cash register receipt shall be given a ticket or tickets, which shall be consecutively serially numbered. Each ticket issued shall represent a specific amount of money which has been paid to the licensee. The amount of money represented by each ticket issued shall be clearly made known to all players prior to anyone paying to participate in the activity. Licensee shall record in his daily records the lowest numbered ticket issued as a receipt on each day

or occasion and highest numbered ticket issued on this day or occasion. Tickets bearing numbers falling between these high and low numbers issued, which were not issued as receipts on that day or occasion, shall be retained by the licensee as part of its daily records and shall not be otherwise be used or disposed of by the licensee for a period of not less than three (3) months or until such ticket has been duly inspected and accounted for by the Commissioner, at which time said receipts may be disposed of by the licensee.

2. Receipt for income from sales of opportunities to play games on disposable cards. As to each person playing for the opportunity to play games on disposable cards, the disposable cards themselves may be used as the receipt required by this rule. Provided, that each set of disposable cards used is consecutively numbered from the first card to the last, and each card contains both its individual consecutive serial number and the identification number assigned by the manufacturer to that set of disposable cards on its face, except for licensees specifically exempt by the Commissioner to minimize duplicate cards and avoid excess waste.

No disposable card in any game plays shall be a duplicate of any other card in that game. Each disposable card should represent a specific amount of money which has been paid to the licensee, which amount has been clearly disclosed to all players in advance of any player participating in the activity. Each disposable card shall be sold from the same price, as each other disposable card of the same class being used during any particular bingo game.

All licensees shall record in its daily records the set number of each set or portion of a set, which has been used during each bingo game on each occasion immediately following the playing of that game together with the serial number of the cards with the lowest and highest number of cards sold from each of those sets. The licensee shall retain, as a part of his daily records,

each unsold disposable card with the serial number falling between the lowest and highest number sold from each set on that occasion and shall not otherwise use or dispose of those cards so retained for a period of not less than three (3) months or until such cards have been duly inspected and accounted for by the Commissioner, at which time said cards may be disposed of by the licensee.

B. Receipts for prizes. Receipts for prizes shall contain the following information: the name of the license operating the activity; the date the transaction took place; the receipt number and the game number; the true name and address of the winner of the prize; a description of the prize won and any value of that prize, which has been represented to the player by the licensee.

It shall be the responsibility of the licensee to see that the prize winners are properly and accurately identified upon the receipt for the prize, and the licensee shall require such proof of identification as is necessary to properly establish the winner's identity. The licensee shall not pay out any prize unless and until the winner has fully and accurately furnished to the licensee all information required by this rule to be upon the receipt for the prize. One duplicate of each prize receipt shall be given to the winner, and the other duplicate of prize receipts shall be retained by the licensee as part of its records for a period of not less than five (5) years.

Section 320. All establishments, wherein bingo operations are to be conducted, must be certified as safe by the Commissioner prior to the issuance of a license. All alterations or modifications must be approved by the Commissioner.

Section 321. Any premises licensed or any premises connected physically or otherwise with a licensed business, including vehicles used in connection therewith, shall at all times be open to inspection by the Commissioner. At any time during which a licensed gaming or related administrative activity is being conducted on a premises, the Commissioner or any authorized representative of the Commissioner may enter upon the premises without advance notice and:

A. Make an account of all monies on the premises and all monies received during the operation

of the licensed activity located on the premises, inspect all receipts for prizes which have been awarded by the licensee;

B. Inspect any other records, accounts or other related information of the licensee, or of any member who directly participates in the management, operation, or promotion of a licensed activity; or of any employee of the licensee; or of any operator of the licensed activity;

C. Inspect, including the dismantling of all pieces of equipment or parts thereof or devices of any nature, which are being used to conduct the licensed activity.

D. When the Commissioner finds cause to believe that there is a reasonable probability that the provisions of this Code, including any amendments thereto or any of the rules passed by the Commissioner have been or are being violated by the licensee or its employees or operators, they may move to another location or locations for further inspection or investigation of any and all records and any and all equipment, part thereof, devices, or thing(s) of any nature located upon the premises related to the operation of the licensed activity or any other gaming activity. A receipt shall be issued to the licensee or operator of the activity which shall list and describe each record, that piece of equipment or part thereof, device, or thing(s) which has been removed from the premises. Each such record, piece of equipment, part thereof, or thing(s) so removed shall be returned to the premises or to the address of the licensee within ten (10) days, except Saturdays, Sundays, and days when tribal offices are legally closed. After its removal in as good condition as it was when it was removed unless the Commissioner determines that the record, equipment, devices, or thing(s) so removed are necessary for an ongoing investigation and/or evidence of possible violations of this Code or rules of the Commissioner by the licensee, by employers of the licensee or by operators of the licensed activity, or for possible forfeiture under Title II hereof with the Commissioner so notifying the licensee of the reasons said property or thing(s) are to be so held.

322. No beverage containing alcohol, including but not limited to beer or liquor, shall be offered or awarded as a prize or in lieu of a prize for

winning at any of the activities authorized by this Code, nor sold on the premises at any time.

Section 323. No firearms, air guns which are capable of discharging dangerous projectiles or gases, including but not limited to "B.B.'s" or CO2 guns, rifles shotguns, pistols, or revolvers shall be allowed on the premises, except as permitted by regulation of the Commissioner.

Section 324. No licensee or any of its members or employees, or any operator conducting or in any way participating in the conducting of any of the activities, which are authorized by this Code or by the Commissioner's rules, shall allow a person to play that activity on credit or shall grant a loan of any kind at any time to a person playing the activity.

Section 325. No person involved in the operation of any activity authorized by this Code or a rule of the Commissioner shall, directly or indirectly, in the course of such operation employ any device, scheme, or artifice to defraud; make any untrue statement of a fact, or omit to state a fact necessary in order to make a statement not misleading in consideration of the circumstances under which such statement was made; engage in any act, practice, or course of operation as would operate as a fraud of deceit upon any person.

Section 326. Each licensee shall obtain, maintain, and keep current a copy of the gaming Code and all rules of the Commissioner and any amendments to either, which shall be located upon the premises used for the conduct of a licensed activity by a licensee during all times the activity is there conducted. The rules shall be produced by the licensee and shown to any person upon demand. The fact that the licensee may not have a current copy of each of the rules of the Commissioner shall not in any way diminish the licensee's obligation to abide these rules.

Section 327. No licensee shall conduct any activity authorized under this Code upon any premises, if the lease, license, contract, or any other agreement under which right to use said premises is not first fully disclosed to the Commissioner.

Section 328. No manufacturer or distributor shall make or have an agreement or understanding with any licensee that either of them shall be restricted in the operation and carrying on of business to a specific geographic area or areas, and such a restriction shall not be a condition of any sales between manufacturer, distributor and any other licensee. Provided, that this shall not prevent a

distributor or manufacturer from assigning sales territories among its bona fide representatives.

Section 329. All licensees shall be responsible to insure that each manufacturer and each distributor selling or distributing equipment or other things used, directly or indirectly, in said licensee's gaming activities and who is not an Absentee Shawnee Tribe of Oklahoma resident or resident corporation shall designate a natural person, who is a resident under the jurisdiction of the Absentee Shawnee Tribe of Oklahoma and who is eighteen (18) years of age or older, as a resident agent for the purpose of receipt and acceptance of service of process and other communications on behalf of the manufacturer or distributor. The name and business address where service of process and delivery of mail can be made, and home address of such designated resident agent shall be filed with the Commissioner. All said manufacturers or distributors must be listed with the Commissioner.

Section 330. Immediately before the calling of each number in a game, the caller shall turn the portion of the ball or other device used to determine which number is called, which shows the number and letter to the participants in the game, so that participants may know that the proper number is being called out.

Section 331. All licensees conducting games with a progressive payout feature will provide the Commissioner, for approval, the system for accumulation and account restrictions of funds so designated. The procedure and any amendments thereto must receive prior written approval of the Commissioner.

Section 332. All employees must be listed with the Commissioner. Such lists are to be kept current.

TITLE IV. - CRIMINAL PENALTIES

Section 401. Any Absentee Shawnee Indian person violating the provisions of this Code shall be guilty of any offense and shall upon conviction thereof be punished by the confinement in the tribal jail for a period of not less than ten (10) days nor more than six (6) months and a fine of not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00) or by both such fine or imprisonment for each separate violation.

Section 402. Any non-Absentee Shawnee Indian person violating the provisions of this Code shall be guilty of an offense and excluded from all areas within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma.

LEGISLATIVE

RESOLUTION NO. AS-91-06

ABSENTEE SHAWNEE TRIBE OF OKLAHOMA

SPECIAL EXECUTIVE COMMITTEE MEETING

OCTOBER 24, 1990

A RESOLUTION DULY ADOPTED BY THE EXECUTIVE COMMITTEE OF THE ABSENTEE SHAWNEE TRIBE OF OKLAHOMA AMENDING SECTION 202 "C" OF THE GAMING CODE OF THE ABSENTEE SHAWNEE TRIBE OF OKLAHOMA.

WHEREAS, the Absentee Shawnee Tribe of Oklahoma is a federally recognized Indian Tribe and has a Constitution which was approved by the Department of the Interior, and

WHEREAS, the Executive Committee of the Absentee Shawnee Tribe of Oklahoma is empowered to speak and otherwise conduct business in the name of, and on behalf of, the Absentee Shawnee Tribe of Oklahoma, and

WHEREAS, the Gaming Code of the Absentee Shawnee Tribe of Oklahoma currently read:

"Class "C". A Class C License may be issued at an annual rate of $1,200.00 for the revocable privilege of operating satellite gaming in a specific location within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma"., and

WHEREAS, it is deemed in the best interests of the Tribe to amend Section 202 "c" of the Absentee Shawnee Gaming Code of 1990 to read as follows:

"Class "C". A Class C License may be issued for the revocable privilege of operating satellite gaming in a specific location within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma. No charge shall be made for such license".

NOW THEREFORE BE IT RESOLVED, that Section 202 "c" of the Absentee Shawnee Tribe of Oklahoma Gaming Code is hereby amended to read: "A Class C License may be issued for the revocable privilege of operating satellite gaming in a specific location within the jurisdiction of the Absentee Shawnee Tribe of Oklahoma. No charge shall be made for such license".

C E R T I F I C A T I O N

We, Larry Nuckolls, Governor, and Jim Johnson, Secretary, of the Absentee Shawnee Tribe of Oklahoma, do hereby certify that this Resolution No. AS-91-06 to be a true and exact copy as approved by the Executive Committee of the Absentee Shawnee Tribe of Oklahoma at a duly called meeting held on October 24, 1990, there being a quorum present, by a vote of 4 in favor, 0 opposed and 0 abstentions, as follows: Lt. Governor: AYE; Secretary: AYE; Treasurer: AYE; Representative: AYE. Governor's vote, if required: _____.

LARRY NUCKOLLS, Governor

JIM JOHNSON, Secretary

Section 206. Every licensee shall display in a prominent place a current and valid license for that location.

Section 207. When a licensee changes a location of public gaming activities within the Absentee Shawnee Tribe of Oklahoma, the Commissioner shall issue a corrected license for the balance of the current period reflecting the new address upon reasonable proof of change of address and without imposition of an additional license fee.

Section 208. Fees. Each application for an initial or renewal license shall be accompanied by payment of the license fee. Subject only to the appeal as provided under this Code, the Commissioner's determination of the license fee properly owed under this Code shall be final. This fee is imposed for the revocable privilege of being licensed to engage in public gaming activities within the Absentee Shawnee Tribe of Oklahoma.

Section 209. Non-transferability. The license issued pursuant to the provisions of this Code is valid only for the person(s) or organization(s) at the place of business shown on the face thereof. It is not assignable or otherwise transferable to any other person or organization or for any other location without the written approval of the Commissioner.

Section 210. All license fees shall be paid to the Treasury of the Absentee Shawnee Tribe of Oklahoma.

Section 211. The Public Gaming Operations license is a revocable privilege, and no holder thereof shall be deemed to have a part in any vested rights therein or thereunder. The burden of proving qualifications to hold any license rests at all times in the licensee. The Commissioner is charged by law with the duty of continually observing the conduct of all licensees to the end that licenses shall not be held by unqualified or disqualified persons or unsuitable person(s) whose operations are conducted in an unsuitable manner.

Section 212. Violation of any provisions of this Code or any of the Commissioner's rules by a licensee, his agent, or employee shall be deemed contrary to the public health, safety, morals, good order, and general welfare of the Absentee Shawnee Tribe of Oklahoma and the inhabitants of the Absentee Shawnee Tribe of Oklahoma, and shall be deemed grounds for affirmative Commissioner action. Such Commissioner action shall include, but not be limited to:

A. Suspension or revocation of a license;

B. Refusal to grant or renew or grant or renew a license;

C. Exclusion of individuals or individuals representing corporate entities from any or all gaming facilities;

D. Filing of court action.

Section 213. Acceptance of a license or renewal thereof, or condition imposed thereon, by a licensee constitutes an agreement on the part of the licensee to be bound by all the regulations and/or conditions of the Commissioner and by the provisions of this Code as the same are now or may hereafter be amended or promulgated. It is the responsibility of the licensee to keep himself informed of the contents of all such regulations, provisions, and conditions, and ignorance thereof will no excuse the violations.

Section 214. As a provision of licensing, all contracts or agreements with the Absentee Shawnee Tribe of Oklahoma that include gaming or related activities must be reviewed by the Commissioner. Upon such review the Commissioner shall reform all gaming contracts to comport and comply with existing tribal and federal law. Any reformation provisions shall be prepared in writing and delivered to the Executive Committee and all other parties to the contract.

Section 215. Any person or entity entitled to receive notice of reformation subject to Section 214 may request a hearing for reconsideration of the Commissioner's reformation, provided such request is made within ten (10) days of delivery of reformation provisions. The Commissioner, upon such request, shall promptly set a hearing date, notify any person or entity entitled to notice pursuant to Section 214 of the hearing date in writing. At the hearing the Commissioner shall receive testimony and exhibits to determine whether to amend the reformation provisions prepared pursuant to Section 214. In no event shall the Commissioner delay a hearing requested pursuant to this section more than forty-five (45) days beyond the date of issuance of notice of reformation pursuant to Section 214.

Section 216. At the conclusion of any hearing required by Section 215, the Commissioner shall within five (5) days render a written decision. Said decision shall contain a determination that reconsideration is warranted or not warranted. If reconsideration is warranted the Commissioner shall state whether any reformation is necessary and if so shall fully

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Absentee Shawnee Tribe of Oklahoma

2025 S. Gordon Cooper
Shawnee, Oklahoma 74801-9381
Phone (405) 275-4030
FAX (405) 275-5637

Tribal Secr
Enrollme

MEMORANDUM

TO: Bruce Longhorn, Assistant Gaming Commissioner

FROM: Tribal Secretary

DATE: August 30, 1993

SUBJ: Addition of Title V to the Gaming Code

The Executive Committee adopted and added Title V, to the Absentee-Shawnee Gaming code at the August 25, 1993 Special Executive Committee Meeting. A copy of the resolution with attachment is provided for your records.

Cynthia Hernandez
CYNTHIA HERNANDEZ, Tribal Secretary

Attachment
Legislative Resolution L-AS-93-25

LEGISLATIVE

RESOLUTION NO. AS-93-25

ABSENTEE-SHAWNEE TRIBE OF INDIANS OF OKLAHOMA

SPECIAL EXECUTIVE COMMITTEE MEETING

AUGUST 25, 1993

A RESOLUTION DULY ADOPTED BY THE EXECUTIVE COMMITTEE OF THE ABSENTEE-SHAWNEE TRIBE OF INDIANS OF OKLAHOMA ADOPTING AND ADDING TITLE V, TO THE ABSENTEE SHAWNEE GAMING CODE, EFFECTIVE IMMEDIATELY.

WHEREAS, the Absentee-Shawnee Tribe of Indians of Oklahoma is a federally recognized Indian Tribe exercising all inherent sovereign rights from time immemorial, and

WHEREAS, the Absentee-Shawnee Tribe of Indians of Oklahoma has a Constitution approved by the Department of the Interior, last amended in August, 1988, and

WHEREAS, the Executive Committee of the Absentee-Shawnee Tribe of Indians of Oklahoma is empowered by the Constitution to speak and otherwise conduct business in the name of, and on behalf of, the Absentee Shawnee Tribe of Indians of Oklahoma, and

WHEREAS, the various laws and ordinances of the Tribe must be amended from time to time to remain consistent and be in conformance with applicable Federal law and regulation, and

WHEREAS, 25 CFR 556 mandates that certain background investigations be performed for primary officials and key employees of gaming facilities, and

WHEREAS, it is deemed in the best interests of the Tribe to implement these procedures in the selection of managerial and key personnel operating Thunderbird Entertainment Center.

NOW THEREFORE BE IT RESOLVED, that the Absentee-Shawnee Tribe of Indians of Oklahoma adopts and adds Title V, to the Absentee Shawnee Gaming Code, effective immediately.

C E R T I F I C A T I O N

We, Larry Nuckolls, Governor, and Richard Little, Acting Secretary of the Absentee-Shawnee Tribe of Indians of Oklahoma, do hereby certify that this Resolution No. L-AS-93-25 to be a true and exact copy as approved by the Executive Committee of the Absentee-Shawnee Tribe of Indians of Oklahoma at a duly called meeting held on

August 25, 1993, there being a quorum present, by a vote of 2 in favor, 0 opposed, and 0 abstentions, as follows: Lt. Governor: ABSENT, Secretary: ABSENT, Treasurer: AYE, Representative: AYE, Governor's vote, if required, N/A.

LARRY NUCKOLLS, Governor

RICHARD LITTLE, Acting Secretary

Added 8/25/93

TITLE V

BACKGROUND INVESTIGATIONS
FOR
PRIMARY MANAGEMENT OFFICIALS
AND
KEY EMPLOYEES

Section 501. Privacy Notices

(A) The tribe shall place the following notice on the application form for a key employee or a primary management official before that form is filled out by an applicant.

In compliance with the Privacy Act of 1974 the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the National Indian Gaming Commission in connection with the hiring of firing of an employee the issuance or revocation of a gaming license or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to hire your in a primary management official or key employee position.

The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

(B) The tribe shall notify in writing existing key employees and primary management officials that they shall either:

(1) Complete a new application form that contains a Privacy Act notice; or

(2) Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice.

Section 502. Notice regarding false statements.

(A) The tribe shall place the following notice on the application form for a key employee or a primary management official before that form is filled out by an applicant.

A false statement on any part of the application may be grounds for not hiring or firing after the incumbent begins work.

Also one may be punished by fine or imprisonment (U.S. Code, title 18, Section 1001).

(B) The tribe shall notify in writing existing key employees and primary management officials that they shall either:

(1) Complete a new application form that contains a notice regarding false statements; or

(2) Sign a statement that contains the notice regarding false statements.

Section 503. Background investigations for class II gaming.

The tribe shall perform a background investigation for each primary management official and for each key employee of a class II gaming operation.

(A) The tribe shall request from each primary management official and for each key employee all of the following information:

(1) Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);

(2) For the previous 5 years: Business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers license numbers;

(3) The names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (A)(2) of this section;

(4) Current business and residence telephone numbers;

(5) A description of any previous business relationships with Indian tribes, including ownership interests in those businesses;

(6) A description of any previous business relationships with the gaming industry general, including ownership interests in those businesses;

(7) The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

(8) For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of

the court involved, and the date and disposition;

(9) For each misdemeanor conviction or ongoir misdemeanor prosecution (excluding minor traffic violations) withi 10 years of the date of the application, the name and address c the court involved and the date and disposition;

(10) The name and address of any licensing or regulator agency with which the person has filed an application for a occupational license or permit, whether or not such licenses o permit was granted;

(11) A photograph; and

(12) Any other information a tribe deems relevant.

(B) The tribe shall conduct an investigation sufficient t make a determination under SS. 558.2 of this chapter. I: conducting a background investigation, the tribe and its agent shall promise to keep confidential the identity of each perso: interviewed in the course of the investigation.

(C) If the National Indian Gaming (Commission) and a trib possess an investigative report for an employee, the tribe ma: update that report instead of performing an entirely ne investigation.

Section 504. Report to Commission for class II gaming.

(A) When the tribe employs a primary management official o a key employee, the tribe shall forward to the Commission completed application containing the information listed under S 556.3(A) of this part.

(B) Before issuing a license to a primary management officia or to a key employee, a tribe shall forward to the Commission a investigative report on each background investigation. A investigative report shall include all of the following:

(1) Steps taken in conducting a backgroun investigation;

(2) Results obtained;

(3) Conclusions reached; and

(4) The bases for those conclusions.

(C) When a tribe forwards its report to the Commission, it shall include a copy of the eligibility determination made under S 558.2 of this chapter.

Section 505. Background investigations for class III gaming.

The tribe shall conduct a background investigation for each primary management official and for each key employee using procedures as stringent as those provided in SS 556.3

Section 506. Report to Commission for class III gaming.

Before a tribe or other licensing authority licenses a key employee or primary management official, the tribe shall forward to the Commission the information required under SS. 556.3(A)(1).

STATE OF OKLAHOMA

SECRETARY OF STATE

I hereby certify this to be a true
and complete copy of the document filed
in this office

Mike Hunter

Secretary of State

Dated: 3/29/01 Number of Pages 72

By: Kathy Jukel