PRE-OPENING AGREEMENT

This Agreement is entered into by and between the Apache Tribe of Oklahoma ("Tribe"), through its duly authorized representatives, and the National Indian Gaming Commission ("NIGC" or "Commission") to resolve any and all matters between the Tribe and the NIGC, including the following enforcement action: 1) Notice of Violation and Order of Temporary Closure No. NOV-CO-99-01. The agreement specifies various compliance measures the Tribe will take as a condition to resuming gaming operations. The parties by their signatures below represent and agree that they have authority to execute this agreement and resolve any and all matters between the Tribe and the NIGC according to the terms and provisions set out herein.

Article I. Recitals

1. The Tribe is a federally recognized Indian tribe with its headquarters located in Anadarko, Oklahoma. The Apache Tribal Gaming Commission ("ATGC") is a duly created agency of the Tribe that has been granted authority and responsibility by the Apache Business Committee ("ABC") to regulate the gaming activities conducted by the Tribe and all other gaming activities on lands within the jurisdiction of the Tribe. For purposes of this Agreement, whenever the term "Tribe" is used, it shall refer to the Apache Tribe of Oklahoma, as a tribal entity. Agreement by the Tribe, through the ABC, to any provisions in this Agreement shall also be considered as binding on the ATGC and any other tribal entity that has authority and/or involvement in the Tribe's gaming facilities.

2. On January 6, 1999, the NIGC Chairman issued a Notice of Violation and Order of Temporary Closure No. NOV--CO-99-01 for the following substantial violations: failure to correct violations within the time permitted in a notice of violation and operating Class III games in the absence of a Tribal-State compact.

3. The Tribe failed to submit audit reports for it Na-I-Sha gaming facility for fiscal years 1993, 1994, 1995, and 1996. On March 3, 1997, the Tribe and the NIGC entered into a Memorandum of Understanding ("MOU") extending the due date for the submission of all audit reports 160 days to August 10, 1997. The Tribe failed to comply with the MOU. On October 30, 1997, the NIGC Chairman issued a Notice of Violation, NOV-A-97-067, against the Tribe for failure to submit these audit reports. The NOV became a final order of the Commission, as the Tribe did not appeal it. On December 1, 1997, the NIGC Chairman issued a Notice of Proposed Civil Fine Assessment in the amount of $40,000. On January 23, 1998, the Tribe reached a settlement with the NIGC regarding the Proposed Civil Fine, agreeing to pay $16,000.00, to submit all future audit reports in compliance with the NIGC regulations, and to provide audited general-purpose financial statements in lieu of the previous delinquent audit reports by March 2, 1998. The Tribe then failed to: provide a timely submission of its 1997 annual audit report, submit the general-purpose financial statements, and to make payments under the settlement agreement. On July 17, 1998, the NIGC Chairman issued NOV-98-13 to the Tribe for

failing to submit an annual audit report for fiscal year 1997. To correct the violation, the Tribe had to submit the report within 30 days of the service of the NOV. The NIGC did not receive the report in such time period. The Tribe did not appeal NOV-98-13, which became a final order of the Commission.

4. In addition, between November 13, 1998 and on or about December 8, 1998, the Tribe offered a variety of Class III gaming machines for play at their gaming facility in the absence of a Tribal-State compact.

5. In light of the aforementioned substantial violations, on January 6, 1999, the NIGC Chairman issued NOV-CO-99-01, and, as directed in the Closure Order, the Tribe closed its Na-I-Sha gaming facility, which has been closed ever since. This notice of violation and closure order was not appealed by the Tribe and, thus, became a final order of the Commission.

6. It is also noted that while operating its gaming facility, the Tribe failed to conduct and submit necessary background investigations on key employees and primary management officials and to submit fingerprints and license applications to the NIGC. Such failure was the subject of a Notice of Violation, NOV-96-18, which was the subject of a settlement agreement dated March 3. 1997. By such settlement agreement, the Tribe agreed to pay a civil fine of $10,000. Again, on January 23, 1998, the Tribe and the NIGC entered into a settlement of a Proposed Civil Fine, NOV-TBI-97-062, to address the Tribe's continued failure to submit investigative reports and suitability determinations regarding key employees and primary management offices to the NIGC as required by NIGC regulations. Pursuant to such agreement, the Tribe agreed to pay a civil fine of $2,000.

7. On May 4, 2005 the Tribe commenced settlement discussions with the NIGC staff. The Tribe submitted a "Petition for Modification of Closure Order" to the Commission on October 21, 2005.

Article II. Terms and Conditions

1. Based on the Tribe's request for modification of the Closure Order and conditioned on full compliance by the Tribe with the provisions of this Agreement, the Commission agrees to issue an order modifying the Order in NOV-CO-99-01, under which the NIGC Chairman issued a temporary closure order that directed the Tribe to cease and desist from all gaming activity in its Na-I-Sha gaming facility, and allow the Tribe to recommence gaming operations on such date that it has satisfactorily met the terms and conditions set forth in this Agreement. Evidence of the specific agreement by the NIGC that the Tribe has met the terms and conditions set forth in this Agreement will be in the form of a letter issued by the NIGC Chairman or an authorized designee (the "NIGC Letter"), such agreement not to be unreasonably withheld or delayed. The Tribe may not presume agreement in the absence of the NIGC Letter. **The parties agree that the**

NIGC Chairman shall have sole discretion to determine whether the Tribe has met the requirements of this Agreement. Without limiting the generality of the foregoing, the NIGC agrees that it will issue the NIGC Letter within sixty (60) days of such date as the Tribe provides evidence that demonstrates satisfactory compliance with the terms and conditions of this Agreement that are required to be satisfied prior to the opening of a gaming facility or, in the event that the Tribe has not demonstrated satisfactory compliance with the terms and conditions of this Agreement, the NIGC will provide written notice of the matters which lead to a conclusion that the Tribe has not met the terms and conditions of this Agreement.

2. It is understood and agreed that the commencement of gaming operations pursuant to this Agreement, is to be on a probationary basis. This Agreement shall apply to the first gaming facility opened by the Tribe after the date hereof and any other gaming facility opened by the Tribe during the period commencing on the date hereof and ending on that day which is two (2) years later, which period shall be extended a day for each day that a violation noticed by the NIGC under the remaining terms of this paragraph is not cured by the Tribe (as so extended, the "Probationary Period"). The NIGC and the Tribe will review the Tribe's operation and regulation of each gaming facility governed by this Agreement at periodic intervals for a period of twenty-four (24) months following the commencement of operations at each facility, or until the Probationary Period under this Agreement expires (whichever occurs first), for the purpose of determining whether the Tribe, in the operation and regulation of the gaming facility, is in material compliance with IGRA, NIGC regulations, and the Tribe's gaming ordinance. The Tribe shall be given a reasonable opportunity to correct violations in the operation and regulation of any such gaming facility noted during any such review, which for purposes of this Agreement and 25 C.F.R. § 573.3, the parties agree will be a period of thirty (30) days following the date the NIGC representative provides notice of a violation unless otherwise agreed or unless the violation is a "substantial violation" as that term is used in 25 C.F.R. § 573.6, in which case the NIGC Chairman or his designee may establish a shorter period. Following the review and a period to correct violations, if the NIGC Chairman determines that the gaming facility is not then operated in compliance with the IGRA, NIGC regulations, the Tribe's gaming ordinance, Tribal-State Compact, and/or the terms and conditions of this Agreement, the NIGC Chairman may propose to rescind the modification to the Closure Order described herein with respect to such gaming facility. The NIGC Chairman will serve a copy of the proposed rescission order on the Chairman of the Tribe and the ATGC. The Tribe shall have thirty (30) days to respond in writing to the NIGC Chairman's proposed rescission order. Following its consideration, if the NIGC Chairman's proposed order and the Tribe's response, the Commission may vote to rescind the Closure Order modification provided for herein and thereby require re-closure of such gaming facility. The Tribe agrees to close its gaming facility or facilities within seventy-two (72) hours following receipt of such an order from the Commission. The parties intend, and the Tribe agrees, that the Commission will decide the matter based on written submissions and that this expedited process will not extend to consideration of the matter in a hearing before a presiding official under 25 C.F.R. Part 577 and/or recommended decision by that presiding official. This provision is not intended by the

parties to permit further judicial review of the Commission's final orders in NOV-98-13 or NOV-CO-99-01, which this Agreement otherwise resolves, as provided in Paragraph 4, Article III. However, the Tribe may seek judicial review of a Commission order rescinding a modification to the Closure Order, under which the Tribe operates its gaming facilities in the probationary status described herein, if such recission requires the Tribe to again close its gaming facilities. The Tribe agrees that it will close its gaming facilities and will keep its facilities closed during any such period involving judicial review following the Commission's order. Nothing in this provision prevents the NIGC Chairman from issuing separate notice of violation, order of temporary closure, and/or proposed civil fine assessment to the Tribe under the provisions of 25 C.F.R. Parts 573 and 575 in respect of any violation which might occur on or following the date of this Agreement.

3. No gaming facility ("Proposed Facility") other than the Na-I-Sha gaming facility will be developed or opened by the Tribe during the Probationary Period unless the development and opening of such Proposed Facility has been discussed with the NIGC and the NIGC determines in writing that the Proposed Facility meets the requirements of IGRA. To begin such discussions, the Tribe will provide at least one hundred twenty (120) days notice to the NIGC of its intent to open or operate such Proposed Facility. The Tribe will include in the notice: specific site information, a description of the gaming to be offered in the Proposed Facility, and its legal analysis of whether the site on which the gaming is to be offered qualifies as "Indian lands" as defined by IGRA. The Tribe agrees not to open any Proposed Facility during the Probationary Period if the NIGC Chairman or his designee informs the Tribe within ninety (90) days of the date the NIGC received notice of the Tribe's intent to open such Proposed Facility, that the Proposed Facility does not appear to be located on Indian lands over which the Tribe exercises jurisdiction, as the term "Indian lands" is defined in IGRA and NIGC regulations, or if the gaming to be offered does not meet the requirements of IGRA. Other pre-opening provisions of this Agreement will apply through the end of the Probationary Period, to any Proposed Facility.

4. The Tribe agrees that prior to any gaming occurring on any lands other than the Na-I-Sha gaming facility site, the NIGC Chairman must determine whether the lands for the proposed gaming site(s) satisfy the definition of "Indian lands" over which the Tribe has jurisdiction, as set forth in IGRA. Therefore, the NIGC Chairman, or his designee, will review supporting documentation provided by the Tribe, consult with officials of the Bureau of Indian Affairs and the Regional Solicitor, U.S. Department of the Interior, and provide a specific "Indian lands" determination for such lands following the above-described review and consultation. The Tribe agrees not to open any gaming facility on any lands during the Probationary Period, with the exception of the Na-I-Sha gaming facility site, until after the Tribe receives written notification from the NIGC Chairman, or his designee, that the described lands qualify as gaming eligible "Indian Lands" over which the Tribe has jurisdiction, as that term is defined in IGRA and NIGC regulations.

5. The Tribe agrees that it will not commence gaming operations pursuant to this Agreement, and will not open any additional gaming facility during the Probationary Period, until the following conditions are met with respect to such gaming facility: (1) background investigation requirements are met on all key employees and primary management officials to be employed at the time of opening of such gaming facility; and (2) all key employees and primary management officials of the gaming facility to be employed at the time of opening are duly licensed by the ATGC. With respect to each key employee and primary management official to be employed at the gaming facility, the Tribe, through ATGC, will submit to the NIGC at least sixty (60) days prior to opening a report under 25 CFR § 556.5(b). If during such sixty (60) day period, the NIGC provides the Tribe and the ATGC with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the ATGC has provided a report pursuant to 25 C.F.R. § 556.5(b), the ATGC shall suspend the license of such key employee or primary management official and such person shall not be employed at the gaming facility upon opening and thereafter until the objections of the NIGC are resolved. Prior to opening, all primary management officials and key employees must have all applicable licenses issued by the ATGC following a required background investigation and a suitability determination by the ATGC and further review by the NIGC of the suitability determination and supporting materials pursuant to 25 C.F.R. § 558.3. All other employees will have at least a temporary ninety (90)-day license. No key employee or primary management official employed in the Tribe's gaming facilities prior to the date hereof will be employed upon opening who has not received a full gaming license. After opening, any newly-hired key employee or primary management official, not previously employed in the Tribe's gaming facilities, must have qualified for and received a license within ninety (90) days of employment. Failure to obtain licensure within ninety (90) days of employment shall be cause for suspension until such time as they are determined suitable and issued a license by the ATGC in accordance with 25 C.F.R. § 558.4. The Tribe further agrees and acknowledges that the principal management officials and/or board members of any tribal entity that is involved in operating the Tribe's gaming facilities will be subject to all the background, investigative, suitability, and licensing requirements of 25 C.F.R. Parts 556 and 558.

6. The Tribe agrees that it will not commence gaming operations under a management contract unless the contract is approved by the NIGC Chairman. In the event the Tribe enters into a development or consultation arrangement, the Tribe will not operate a gaming facility pursuant to this Agreement unless and until the NIGC Chairman or his designee shall have issued a declination letter stating that the development or consultation agreement(s) and its collateral agreements, meaning any contract that is related either directly or indirectly to the development and/or consultation agreement(s) including financing or lending agreements, either individually or collectively, do not constitute a management contract requiring the approval of the NIGC Chairman, and a determination that the Tribe has the sole proprietary interest in any gaming conducted in connection with any such development or consultation agreement(s).

7. Prior to the commencement of gaming operations pursuant to this Agreement, the Tribe will establish a records retention policy for all gaming related license applications, background investigations, suitability determinations, and issued, denied, suspended, or revoked licenses that complies with the requirements of 25 C.F.R. §§ 556.5(a) and 558.1(c). The Tribe will provide a copy of its records retention policy to NIGC for review at least sixty (60) days prior to the commencement of gaming operations pursuant to this Agreement and a NIGC field representative will examine the Tribe's available records to assure compliance with the Tribe's policy. The Tribe agrees it will not commence gaming operations pursuant to this Agreement, until the NIGC Chairman or his designee agrees in writing that the records retention policy is in accord with the requirements of 25 C.F.R. §§ 556.5(a) and 558.1(c), which determination will not be unreasonably withheld or delayed. An NIGC field representative will again examine records approximately thirty (30) days after commencement of gaming operations and again approximately ninety (90) days after commencement of gaming operations to assure continued compliance with the policy. Subsequent to such dates, during the duration of the Probationary Period, an NIGC field representative may periodically examine records to assure continued compliance with the policy.

8. The Tribe will also establish and maintain a financial records system as required by 25 C.F.R. § 571.7(a) and minimum internal control standards for accounting as required by proposed 25 C.F.R. § 542.19. Prior to the commencement of gaming operations pursuant to this Agreement, the Tribe will obtain the assistance of a qualified auditing firm and establish a system for maintaining permanent books and records, including inventory of gaming machines, equipment, and supplies, and other gaming related expenditures and/or disbursements sufficient to establish the amount of gross and net income, deductions and expense, receipts and disbursements, and other information required in any financial statement, report, or other accounting prepared pursuant to the IGRA and NIGC regulations. The Tribe will provide a description of its financial records system and its policy to the NIGC for review at least sixty (60) days prior to the commencement of gaming operations pursuant to this Agreement, and an NIGC auditor will examine all available, relevant purchasing, inventory, and other financial records during such sixty (60) day period to assure compliance with the Tribe's policy. The Tribe agrees that it will not commence gaming operations pursuant to this Agreement, until the NIGC auditor's review is complete and a written determination is made by the NIGC Chairman or his designee that the Tribe has established an acceptable financial records system as required by 25 C.F.R. § 571.7(a), which determination shall not be unreasonably withheld or delayed. An NIGC auditor will thereafter re-examine the Tribe's gaming related financial records approximately sixty (60) days after commencement of gaming operations and again approximately ninety (90) days after commencement of gaming operations to assure continued compliance with the policy. Subsequent to such dates, during the duration of the Probationary Period, an NIGC representative may periodically examine records of each gaming facility to assure continued compliance with the policy. In addition, pursuant to its obligations under Paragraph 10, Article II of this Agreement, the Tribe shall employ qualified internal auditor(s) to monitor compliance with NIGC's MICs regulations and proposed 25 C.F.R. § 542.19. During the duration of the

Probationary Period, the internal auditor(s) shall review each gaming facility's financial records system on a monthly basis and shall provide the Regional Director of NIGC Region V, Tulsa, Oklahoma, copies of any and all reports generated by the internal auditor(s) as a result of each monthly review.

9. The Tribe will complete annual outside audits and timely submit the annual audits to the NIGC consistent with 25 C.F.R. § 571.12. Prior to the commencement of gaming operations pursuant to this Agreement, the Tribe will provide to the NIGC Chairman a copy of the executed letter of engagement with the qualified accounting firm it has retained to conduct future audits and outline the steps it will take to ensure that audit reports are submitted in a timely manner. As set forth in C.F.R. § 571.12, annual audits are required of each gaming facility.

10. The Tribe will establish a valid and sound system of internal controls. Prior to the commencing gaming operations pursuant to this Agreement and throughout the Probationary Period, the Tribe will enter into an engagement with an accounting firm experienced in Native American casino accounting and auditing. The purpose of the engagement will be to obtain the assistance of the firm in establishing a system of internal control standards that provide a level of control that equals or exceeds the requirements of 25 CFR Part 542, Minimum Internal Control Standards ("MICS"); that contain standards for currency transaction reporting that comply with 31 CFR part 103; and that establish standards for games not addressed in 25 CFR Part 542, as required by 25 CFR 542.3(c). Upon execution of an engagement letter with the accounting firm for the above-described purposes, the Tribe shall provide a copy of the engagement letter to the Regional Director of NIGC Region V, Tulsa, Oklahoma. The Tribe shall adopt these Tribal Internal Control Standards ("TICS") and establish a deadline, not to exceed the date of reopening, by which the gaming operation must come into compliance with the TICS. In order to comply with the TICS, each gaming operation shall develop and implement an internal control system that, at a minimum, complies with the tribal internal control standards, as required by 25 C.F.R § 542.3(d). The Tribe will provide a copy of the TICS and a copy of gaming operation's internal control standards and the procedures implementing these internal control standards to the Regional Director of NIGC Region V, Tulsa, Oklahoma (Regional Director) at least sixty (60) days before the planned opening of any gaming facility during the Probationary Period. The NIGC Region V Field Auditor will review the TICS and the gaming operation's internal control standards and procedures within sixty (60) days of receipt. The Tribe agrees that it will not open a gaming operation during the Probationary Period until the NIGC Field Auditor's review is complete and the determination is made in writing that the TICS and the gaming operation's internal control standards and procedures equal or exceed the NIGC's Minimum Internal Control Standards, which determination shall not be unreasonably withheld or delayed. An independent Certified Public Accountant (CPA) shall be engaged by the Tribe to perform "Agreed-Upon Procedures" to verify that the gaming operation is in compliance with the minimum internal control standards (TICS). The CPA shall report each event and procedure discovered by or brought to the CPA's attention that the CPA believes does not satisfy the minimum standards and comply with 25 C.F.R.

§ 542.3(f), as practicable. The CPA shall perform the "Agreed-Upon Procedures" no sooner than sixty (60) days and no later than ninety (90) days after the reopening date of the gaming operation. The CPA shall complete MICS compliance checklists provided by the NIGC, or ones that provide a comparable level of testing. The "Agreed-Upon Procedures" report shall be completed and provided to the Tribe, the ABC, the ATGC and the Regional Director within one hundred-twenty (120) days after the reopening of the gaming operation. Responses to the exceptions identified in the "Agreed-Upon Procedures" report by management of the gaming operation will be provided to the NIGC Regional Director within one-hundred fifty (150) days after the reopening of the gaming operation. A determination by the NIGC Chairman that any gaming operation of the Tribe is not in substantial compliance with the MICS may be the basis for additional NIGC enforcement action. The Tribe further agrees that all gaming operation employees will have completed a training program concerning the internal controls and procedures it has adopted or will adopt for operation of its gaming operations, in particular those internal controls and procedures it has adopted or will adopt for handling of cash and the operation of any gaming activity including electronic gaming devices, computerized gaming machine accounting systems, manual accounting systems and Title 31 training. The ATGC will review the training program of the gaming operation and must be satisfied that gaming operation employees have been satisfactorily trained concerning the internal control standards and gaming related operational procedures before any gaming operation is allowed to be opened during the Probationary Period. The ATGC will prepare a written report of its determination that the gaming operation has implemented an acceptable employee training program with respect to each such facility and provide it to the gaming operation and the NIGC Regional Director prior to the opening of any gaming operation during the Probationary Period. No sooner than twenty (20) days prior to reopening, the Tribe will notify the NIGC Regional Director, who will inspect the gaming operation's surveillance system to determine if the system complies with appropriate NIGC MICS requirements. The gaming operation may not reopen until compliance with surveillance requirements is achieved..

11. The Tribe agrees not to undertake Class III gaming or install Class III gaming devices except as permitted by a Tribal-State Compact. In commencing gaming operations pursuant to this Agreement, the Tribe agrees that the only games or gaming devices to be utilized are Class II games or Class II technologic aids to the play of bingo, to the play of games similar to bingo, or to the play of pull tabs and those Class III games and devices permitted under a Tribal-State Compact. In commencing Class II gaming operations pursuant to this Agreement, the Tribe agrees that the only games or gaming devices to be used are those games or specific devices determined by the NIGC, or its General Counsel, or a federal court to be Class II games or Class II technologic aids to the play of bingo, to the play of games similar to bingo, or to the play of pull-tabs. For Class II gaming involving the use of such technologic aids, the Tribe agrees to play the game in the specific format determined by the NIGC, its General Counsel, or the federal court to constitute Class II gaming. Prior to the opening of each gaming facility, the Tribe will propose by letter the Class II games to be played at each gaming facility and the NIGC Chairman or his designee will agree or disagree that such games and their supporting

technologic aids constitute Class II gaming. In the event that the NIGC Chairman or his designee concludes that certain games do not constitute Class II gaming, the NIGC Chairman or his designee will inform the Tribe of the games that do not qualify as Class II and the Tribe will abide by this determination.

12. The Tribe agrees, that during the Probationary Period, it will keep a current gaming machine inventory containing the manufacturer's name, the unique serial number, the name and description, and floor location for each game and gaming device to be placed in operation prior to commencing gaming operations pursuant to this Agreement, and provide a copy of such inventory to an NIGC representative upon request. The Tribe agrees that during the Probationary Period it will provide a floor plan showing location of all gaming devices prior to the opening of any gaming facility. The Tribe agrees to keep the floor plan current and provide a copy of such floor plan to an NIGC representative upon request during the Probationary Period. The Tribe agrees that during the Probationary Period it will require the vendors offering any electronic gaming system, including the devices set forth above, to certify to the ATGC prior to play of the devices in the any of the Tribe's gaming facilities that the components of the system are communicating effectively, are correctly recording all cash and/or cashless transactions involved in game play, and otherwise comply with the requirements of the MICS established by the Commission in 25 C.F.R. Part 542. The ATGC will confirm this certification report and provide a copy of the report to the Region Director of NIGC Region V, Tulsa, Oklahoma.

13. The Tribe will not offer any card games or table games during the Probationary Period except for card games as may be authorized for play in a Tribal-State Compact between the Tribe and the State of Oklahoma. The Tribe may play traditional paper bingo in its gaming facilities and sell paper pull-tabs in locations where the game of bingo is played. The Tribe will begin the play of paper bingo and/or the sale of paper pull tabs only after it establishes sound and adequate internal control standards for these games that provide a level of control that equals or exceeds the requirements of 25 C.F.R. Part 542. The Tribe will submit its internal control procedures and accompanying checklists for these games for review by an NIGC auditor, as described in Paragraph 10, Art. II.

14. The Tribe agrees to establish and maintain a vendor-licensing program for suppliers of gaming machines, equipment, and services directly related to the use and operation of gaming machines and equipment, including advisory services. This program will also pertain to entities and/or individuals providing equipment and services related to card games, including advisory services. Prior to commencing gaming operations pursuant to this Agreement, the Tribe will adopt an ordinance, resolution, or procedures establishing a program to license such vendors doing business with the Tribe if the value of goods or services provided by the vendor is estimated to exceed $25,000 per year. This program will meet the requirements of the Tribal-State Compact as to any Class III gaming activity and will be audited under the provisions of 25 C.F.R. § 522.4(b)(4). The program shall establish suitability and licensing standards and require an adequate background investigation to evaluate and determine the suitability of each such vendor requiring a

license. The Tribe will provide the program to the Region Director of NIGC Region V, Tulsa, Oklahoma, for review, and an NIGC field investigator will monitor compliance with the program. As part of such monitoring, during the Probationary Period, the Tribe will submit copies of vendor contracts subject to the licensing requirements estimated to exceed $25,000 per year to the NIGC.

15. The parties to this Agreement specifically intend that the vendor licensing requirement described in Paragraph 14, Article II, will be applied to each developer, consultant and lender, assisting the Tribe in connection with its opening any gaming facility opened during the Probationary Period. The Tribe will exercise due diligence in making a licensing determination for each developer, consultant, or lender assisting the Tribe on gaming related matters and whose anticipated fee will be in excess of $25,000 per year. In exercising this due diligence, the Tribe will conduct a background investigation and render a suitability determination for (1) each person who is a director or principal management official of a corporation that is a party to such a development, consulting, or lending agreement, and (2) each person with a direct or indirect financial interest in such development, consulting, or lending agreement. In making these determinations, the Tribe shall be guided by the provisions in the Oklahoma Tribal-State Compact, Part 10(B)(1). The Tribe will make available for review by the NIGC Chairman, or his designee, all background investigation materials and suitability determinations for each developer, consultant, or lender assisting the Tribe in connection with its opening any gaming facility during the Probationary Period. Failure of the Tribe to conduct a background investigation and render a suitability determination consistent with the vendor licensing program described in Paragraph 14, Article II, after review of the background investigation materials for each individual identified above, who is associated with any developer, consultant, and lender as specified above, and before issuing a license to such developer, consultant, or lender shall be grounds for the NIGC Chairman to withhold the NIGC Letter described in Paragraph 1, Article II.

16. The Tribe will review NIGC Bulletin 01-05, Use of Net Gaming Revenues. Prior to conducting gaming operations, the Tribe will (1) prepare an outline of its intended use of net gaming revenues that complies with IGRA as discussed in NIGC Bulletin 01-05, (2) approve the outline by duly adopted resolution of the ABC, and (3) provide the NIGC Chairman a copy of the resolution and outline. In the event that the NIGC Chairman determines that the outline and/or the ABC resolution do not comply with IGRA, then the Tribe shall revise the outline and/or repeal and enact a new resolution within thirty (30) days following the date the NIGC Chairman provides written notice of such noncompliance. During the Probationary Period, the NIGC will monitor the Tribe's allocation and/or distribution of net gaming revenues to ensure that such allocation and/or distribution complies with IGRA, the aforementioned resolution of the ABC, and/or any revenue allocation plan adopted by the Tribe that is approved by the Secretary of the U.S. Department of the Interior. The Tribe will provide the NIGC with quarterly statements reflecting its allocation and/or distributions of all net gaming revenues. In addition, the Tribe shall provide NIGC access to all relevant records to enable the NIGC to monitor its allocation and/or distribution of net gaming revenues. In the event that the NIGC

Chairman determines that the Tribe's allocation and/or distribution of net gaming revenue violates IGRA and/or is inconsistent with the ABC resolution or any approved revenue allocation plan, then the Tribe shall be given a reasonable opportunity to correct such violations and/or inconsistency, which for purposes of this Agreement will be a period of thirty (30) days following the date the NIGC representative provides written notice of such violation and/or inconsistency. Following the period to correct such violation and/or inconsistency, if the NIGC Chairman determines that net gaming revenues are not allocated and distributed in compliance with IGRA, the ABC resolution or any approved revenue allocation plan, then the NIGC Chairman may propose to rescind the modification to the Closure Order with respect to all gaming facilities.

17. The Tribe will review NIGC Bulletins 99-3, Independence of Tribal Gaming Commissions, and 94-3, Functions of a Tribal Gaming Commission. The Tribe will ensure that the ATGC has sufficient authority and ability to act independently of the ABC and any other tribal entity in the regulation of tribal gaming. At least sixty (60) days prior to the commencement of gaming operations pursuant to this Agreement, the Tribe will: (1) provide written explanation about the ATGC's independent role to the NIGC; (2) establish a budget for the ATGC sufficient to carry out its responsibilities; and (3) provide a written explanation to the NIGC on how the amount budgeted to the ATGC will allow it to carry out its responsibilities. The Tribe agrees it will not commence gaming operations pursuant to this Agreement until the NIGC Chairman or his designee provides written approval that ATGC's role and budget is in compliance with the above-cited NIGC Bulletins. In addition, throughout the Probationary Period, the NIGC may periodically monitor the regulation of the Tribe's gaming activity to ensure that the ATGC has sufficient funding, sufficient authority, and the ability to act independently of the ABC or any other tribal entity.

18. Prior to the commencement of gaming operations pursuant to this Agreement, the Tribe will provide the NIGC all tribal laws, ordinances, and/or resolutions that delineate the responsibilities of the ABC, the ATGC, the Apache Development Authority (ADA), the Apache Humanitarian and Economic Development Program (HEDP), and any other tribal entity with authority and/or involvement regarding the Tribe's gaming activities. For the duration of the Probationary Period, the NIGC will monitor the operation and regulation of each gaming facility governed by this Agreement for the purpose of determining whether each of the aforementioned tribal entities are exercising authority consistent with the Tribe's laws, ordinances and/or resolutions. In the event that the NIGC Chairman determines that a gaming facility is operated or regulated by such tribal entities in a manner that is inconsistent with the Tribe's laws, ordinances, resolutions and/or IGRA, then the Tribe shall be given a reasonable opportunity to correct such regulation or operation, which for purposes of this Agreement will be a period of thirty (30) days following the date the NIGC representative provides written notice of such inconsistency. Following the period to correct such inconsistency, if the NIGC Chairman determines that the Tribe has failed to remedy such inconsistency, this determination will constitute a violation by the Tribe of the terms and conditions of this Agreement. As set forth in

Article II (2), the NIGC Chairman may propose to rescind the modification to the Closure Order with respect to any and all gaming facilities at issue.

19. Prior to the commencement of gaming operations pursuant to this Agreement, the ABC or other proper tribal governing body will require any tribal or other entity with authority as to the Tribe's gaming activities, including the ADA or the HEDP, to prepare and submit to the ABC or other proper tribal governing body quarterly and annual reports showing: a balance sheet, income statement and cash flow statement for each entity at issue for the quarter or year then ended, and a computation of reserves, distributable cash, and net gaming revenues (which may constitute both reserves and distributable cash). The ABC or other proper tribal governing body also shall ensure its involvement in and authority over use of gaming revenue, including approval or ratification of the establishment of reserves, the use of net gaming revenues and the timing and amount of tribal distributions. Resolutions, ordinances, or other tribal enactments establishing the aforementioned shall be conveyed to the NIGC Chairman or an authorized designee prior to the inception of gaming operations.

Article III. Additional Covenants

1. The Tribe will fully cooperate in any investigation conducted by the NIGC, the Office of Inspector General of the Department of the Interior, or other governmental agencies concerning its operations and/or possible financial irregularities at the Tribe's gaming facilities and agrees to produce all relevant records and/or witnesses requested during those investigations.

2. The Tribe agrees to payment of $18,950, which is the balance owed by the Tribe pursuant to its prior settlement agreements with the NIGC, dated March 3, 1997 and January 23, 1998. Pursuant to the March 3, 1997 settlement, the Tribe agreed to pay a civil fine of $10,000. The first payment was due on April 1, 1997 with each successive payment on the first day of the following month until paid in full on January 1, 1998. The Tribe only paid $7,000 of this fine and, therefore, has an outstanding balance of $3,000. By a January 23, 1998 settlement, the Tribe agreed to settle Proposed Civil Fine NOV-TBI-97-062 by paying a fine of $2,000. Toward such obligation, the Tribe paid $1,250 and has an outstanding balance of $ 750.00. Finally, per a second settlement agreement on January 23, 1998, the Tribe agreed to settle Proposed Civil Fine A-97-067 by paying a fine of $16,000. The NIGC Chairman agreed to stay $15,000 of the fine if the Tribe submitted certain audit reports according to an agreed upon schedule; however, the Tribe failed to submit these audit reports. The Tribe paid $800 towards this obligation. Therefore, a balance of $15,200 remains for this civil fine. The Tribe agrees to fully satisfy its obligation to pay $18,950 by paying such amount within ninety (90) days of the

resumption of gaming operations. The payment will be made by check payable to the Treasurer of the United States and sent to: Administrative Officer, National Indian Gaming Commission, 1441 L Street NW, Suite 9100, Washington, D.C. 20005. Failing to pay $18,950 within ninety (90) days of resuming gaming operations will constitute a violation by the Tribe of the terms and conditions of this Agreement. As set forth in Article II (2), the NIGC Chairman may propose to rescind the modification to the Closure Order with respect to any and all gaming facilities at issue.

4. This Agreement is intended to resolve any and all matters in dispute between the NIGC and the Tribe as of the date of this Agreement, including the matters referred to in NOV-CO-99-01.

5. The terms and conditions of this Agreement shall not restrict the ability of the Tribe to enter into a Tribal-State Compact with the State of Oklahoma.

6. This Agreement may be executed in one or more counterparts and each shall constitute an original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purposes of this Agreement.

For the Apache Tribe of Oklahoma

Nathan Tselee, Chairman
Philip N. Hogen, Chairman
Date: 10-19-05

For the National Indian Gaming Commission
Philip N. Hogen

Date: 1-5-06