PRE-OPENING AGREEMENT

This Agreement is entered into by and between the Kiowa Indian 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 actions: 1) Notice of Violation and Order of Temporary Closures No. NOV/CO 6-99; 2) Notice of Violation No. NOV-00-03, 3) Notice of Violation No. NOV-00-08; 4) Closure Order No. CO-00-08; and 5) Civil Fine Assessment No. CFA-00-08. 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 Carnegie, Oklahoma. The Kiowa Casino Operations Authority ("KCOA") is a duly created business enterprise of the Tribe that has been granted authority and responsibility to manage and operate the Tribe's gaming activities under the provisions of the Indian Gaming Regulatory Act of 1988 ("IGRA"), 25 U.S.C. § 2701 et seq. The Kiowa Tribal Gaming Commission ("KTGC") is a duly created agency of the Tribe that has been granted authority and responsibility by the Kiowa Business Committee ("KBC") to regulate the gaming activities conducted by the KCOA 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 Kiowa Indian Tribe of Oklahoma, as a tribal entity, and/or to the KCOA and/or the KTGC, as appropriate. Agreement by the Tribe, through the KBC, to any provisions in this Agreement shall also be considered as binding on the KCOA and/or the KTGC.

2. On July 8, 1999, the NIGC Chairman issued a Notice of Violation and Order of Temporary Closures No. NOV/CO 6-99, for operation of "Reels & Deals." The NIGC Chairman alleged that the game constituted a Class III gambling device requiring a Tribal-State compact and directed the Tribe to cease and desist operating such device as the Tribe did not have a compact with the State of Oklahoma that allows the Tribe to operate Class III gaming devices.

3. On January 19, 2000, the NIGC Chairman issued a Notice of Violation No. NOV-00-03 for violations of IGRA, NIGC regulations and the Tribe's gaming ordinance. The NIGC Chairman alleged that the Tribe failed to (i) submit quarterly statements, (ii) submit annual audits, (iii) pay quarterly fees and (iv) submit background investigations.

4. On June 19, 2000, the NIGC Chairman issued Notice of Violation No. NOV-00-08 and Closure Order CO-00-08, for operation of "Magical Irish Bingo" and "Red Hot Re-Spin." The NIGC Chairman alleged that the games were Class III gambling devices requiring a Tribal-State compact and directed the Tribe to cease and desist from all gaming activity in its Kiowa Grand Center gaming facility as the Tribe did not have a compact with the State of Oklahoma that allowed the Tribe to operate Class III gaming devices.

5. On June 19, 2000, the date the NIGC Chairman issued CO-00-08, the Tribe closed its gaming facility, which has been closed ever since.

6. Based on Notice of Violation No. NOV-00-08 and Closure Order CO-00-08, on August 8, 2000, the NIGC Chairman issued Proposed Civil Fine Assessment No CFA-00-08, in the amount of $100,000.

7. On February 20, 2001, the United States District Court for the Northern District of Oklahoma entered a declaratory judgment holding that the Magical Irish Instant Bingo Dispenser System is a permissible Class II technologic aid under IGRA.

8. Having previously filed appeals from NOV-00-08, CO-00-08 and CFA-00-08, on May 7, 2001, the Tribe withdrew its appeals and consented to NOV-00-08, CO-00-08, and CFA-00-08 as final decisions of the Commission. The Presiding Official dismissed the appeals on May 30, 2001.

9. On April 17, 2003, the United States Court of Appeals for the Tenth Circuit reaffirmed the District Court's declaratory judgment and held that Magical Irish Bingo is a permissible Class II technologic aid that can be utilized by Indian tribes in Oklahoma without a Tribal-State compact. See Seneca-Cayuga Tribe of Oklahoma v. National Indian Gaming Comm'n, 327 F.3d 1019 (10th Cir. 2003).

10. In October 2004, the Tribe commenced settlement discussions with NIGC staff and subsequently submitted a formal "Petition for Modification of Closure Order" to the Commission. The Petition was received on July 14, 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 its Final Decision and Order in CO-00-08 which made final the temporary order issued by the NIGC Chairman directing the Tribe to cease and desist from all gaming activity in its Kiowa Grand Center 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 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 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 twelve-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 its gaming facilities, 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 written 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 his 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, the KTGC and the Board of Trustees of the KCOA. The Tribe shall have thirty (30) days to respond in writing to the NIGC Chairman's proposed rescission order. Following its consideration of 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 Decision and Order in NOV/CO 6-99 or CO-00-08, which this Agreement otherwise resolves, as provided in Paragraph 4, Art. III. However, the Tribe may seek judicial review of a Commission Order rescinding a modification to the Commission's Final Decision and Order relating to NOV/CO 6-99, NOV-00-03, NOV-00-08, CO-00-08, and CFA-00-08, under which the Tribe operates its gaming facilities in the probationary status described herein, if such rescission 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 a 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 Kiowa Grand Center gaming facility and the Gaming Site 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 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 specific site information and a description of the gaming to be offered in the Proposed Facility in the notice. 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 proposes to build and develop a gaming operation at the Gaming Site, a certain 30-acre tract of land described on Exhibit A attached hereto. The NIGC Chairman acknowledges that as described the Gaming Site appears to meet the definition of "Indian lands" over which the Tribe has jurisdiction. 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 the Gaming Site following such review and consultation. The Tribe agrees not to open a gaming facility at the Gaming Site until after the Tribe receives notification from the NIGC Chairman, or his designee, that the Gaming Site qualifies as gaming eligible "Indian lands" over which the Tribe has jurisdiction, as that term is defined in IGRA and NIGC regulations, provided further that the NIGC agrees to use its best efforts to provide such notification within forty-five (45) days of the effective date of this Agreement.

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 KTGC. With respect to each key employee and primary management official to be employed at the gaming facility, the Tribe, through KTGC, 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 KTGC with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the KTGC has provided a report pursuant to 25 C.F.R. § 556.5(b), the KTGC 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 KTGC following a required background investigation and a suitability determination by the KTGC 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 KTGC in accordance with 25 C.F.R. § 558.4. The Tribe further agrees and acknowledges that the Board of Trustees of the KCOA and principal management officials of the KCOA 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 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 all its collateral agreements, meaning any contract that is related either directly or indirectly to the development 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 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 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). 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 the 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 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 of each gaming facility to assure continued compliance with the policy. In addition, pursuant to its obligations under Paragraph 10 of this Agreement, the Tribe shall employ qualified internal auditor(s) to monitor compliance with NIGC's MICs regulations. 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 25 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 commencing gaming operations pursuant to this Agreement and through the Probationary Period, the Tribe will obtain the assistance of a qualified accounting firm to establish an adequate system of internal control standards that provide a level of control that equals or exceeds the requirements of 25 C.F.R. Part 542, Minimum Internal Control Standards ("MICS"). These standards should follow the CPA MICS Compliance Reporting

Guidelines, referenced in 25 C.F.R. § 542.3(f)(2). The Tribe will provide a copy of the procedures implementing these internal control standards to the NIGC at least sixty (60) days before the planned opening of any gaming facility during the Probationary Period. The accounting firm will develop an audit checklist for each gaming function and provide it to NIGC for review at least sixty (60) days prior to opening. The NIGC auditor will review the Tribe's internal control procedures and the accounting firm's audit checklist during such sixty (60) day period. The Tribe agrees that it will not open a gaming facility during the Probationary Period until the NIGC auditor's review is complete and the determination is made that the Tribe's internal control procedures equal or exceed the MICS, which determination shall not be unreasonably withheld or delayed. An auditor from the Tribe's accounting firm will audit the internal control standards of each gaming facility opened during the Probationary Period within seven (7) days of the opening of such gaming facility and as MICS audit requirements thereafter come due during the twelve (12) months following opening with respect to such gaming facility. The auditor will verbally notify the KCOA, the KTGC and the KBC and the Regional Director of NIGC Region V, Tulsa, Oklahoma, within forty-eight (48) hours of any deficiencies identified in control standards found pursuant to such audits. Within three (3) business days following the MICS audit, the auditor shall provide a written report of his/her findings, including any deficiencies identified in control standards to the KCOA, the KTGC, the KBC, and the Regional Director of NIGC Region V, Tulsa, Oklahoma. The Tribe will diligently strive to correct any such deficiencies as it is made aware of them and notify the NIGC of such corrections at the time they are made. The auditor will perform a full MICS audit at least sixty (60) days after any opening of a gaming facility during the Probationary Period and provide the compliance report to KCOA, KTGC, and the KBC and the Regional Director of the NIGC Region V, Tulsa, Oklahoma. KCOA will provide copies of all responses from the Tribe, KCOA, and KTGC to the compliance reports to the Regional Director of NIGC Region V, Tulsa, Oklahoma. A determination by the NIGC Chairman that any gaming facility 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 facility employees will have completed a training program concerning the internal controls and procedures it has adopted or will adopt for operation of its gaming facilities, 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 and related manual accounting systems. The KTGC will review the training program for the Tribe and must be satisfied that gaming facility employees have been satisfactorily trained concerning the internal controls and gaming related operational procedures before any gaming facility is allowed to be opened during the Probationary Period. The KTGC will report its determination with respect to each such facilities to the KCOA and the KBC and the Regional Director of NIGC Region V, Tulsa, Oklahoma, prior to the opening of each gaming facility during the Probationary Period.

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 KTGC 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 KTGC 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. 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 KCOA 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 the Kiowa Grand Center, a gaming facility at the Gaming Site, or any other gaming facility opened during the Probationary Period. The Tribe will exercise due diligence in making a licensing determination for each developer or consultant 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 or consulting agreement, and (2) each person with a direct or indirect financial interest in such development agreement or consulting 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 Chairman, or his designee, all background investigation materials and suitability determinations for each developer or consultant assisting the Tribe in connection with its opening these gaming facilities and any other gaming facility the Tribe intends to open 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 or consultant shall be grounds for the 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 KBC, 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 KBC 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 KBC, 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 KBC 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 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 KBC resolution or any approved revenue allocation plan, then the NIGC Chairman may propose to rescind his modification to the Closure Order (CO-00-08) with respect to all gaming facilities.

17. Prior to the commencement of gaming operations pursuant to this Agreement, the KBC shall amend the KCOA Charter to require the KCOA to prepare and submit to the KBC quarterly and annual reports showing: a balance sheet, income statement and cash flow statement for the KCOA for the quarter or year then ended, and a computation of reserves, distributable cash, and net revenues (which may constitute both reserves and distributable cash). The KBC shall also amend the KCOA Charter to provide for KBC approval or ratification of the establishment of reserves, the use of net revenues and the timing and amount of tribal distributions. In establishing reserves and in regard to the distribution of gaming revenue, the KBC shall consider and account for the obligations of the KCOA, as set forth in the credit, loan, and indenture agreements entered into by, or binding upon the KCOA. The KBC shall make these amendments to the KCOA Charter with the assistance of a qualified auditing firm to ensure that they are consistent with GAAP and correlate with the financial records system established by the Tribe, as described herein at Paragraph 8, Art. II. These amendments shall be subject to the review and approval of the NIGC Chairman or an authorized designee, such approval not to be unreasonably withheld or delayed.

18. 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 KTGC has sufficient authority and ability to act independently of the KBC and the KCOA 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 KTGC's independent role to the NIGC; (2) establish a budget for the KTGC sufficient to carry out its responsibilities; and (3) provide a written explanation to the NIGC on how the amount budgeted to the KTGC 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 KTGC's role and budget is in compliance with the above-cited NIGC Bulletins. The NIGC Chairman agrees to provide his approval or disapproval within sixty (60) days of receipt of the Tribe's written explanation of the independence of the KTGC and the adequacy of its budget, as provided for in this Paragraph 17, Article II.

In addition, throughout the Probationary Period, the NIGC may periodically monitor the regulation of the Tribe's gaming activity to ensure that the KTGC has sufficient funding, sufficient authority, and the ability to act independently of the KBC and the KCOA.

19. 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 KBC, the KTGC, the KCOA, and any other tribal entity with authority 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 Chairman of the NIGC 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 and/or resolutions, 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 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 his modification to the Closure Order (CO-00-08) with respect to the gaming facility at issue.

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 operations and agrees to produce all relevant records and/or witnesses requested during those investigations.

2. The Tribe agrees to payment of Civil Fine Assessment No. CFA-00-08 that is the subject of the Commission's Final Decision and Order in CO-00-08, subject to the conditions and in the manner described below. For its part, the NIGC and the NIGC Chairman agree not to pursue an additional civil fine assessment against the Tribe based on operation of gaming facilities prior to June 19, 2000, including civil fines for past violations, unpaid assessments and interest. The Tribe agrees to fully satisfy its obligation to pay the Civil Fine Assessment of one hundred thousand dollars ($100,000) as follows: twenty-five thousand dollars ($25,000) within ninety (90) days of the resumption of gaming operations and twenty-five thousand dollars ($25,000) within one hundred eighty (180) days of the resumption of gaming operations. If the Probationary Period expires and the NIGC has not issued an order pursuant to 25 C.F.R. § 573.6, the remaining portion of the Civil Fine Assessment shall be forgiven. 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, DC, 20005.

3. 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 CO-6-99, NOV-00-03, NOV-00-08, CO-00-08 and CFA-00-08.

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

5. 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 Kiowa Indian Tribe of Oklahoma	**For the National Indian Gaming Commission**
Billy Evans Horse	*Philip N. Hogen*
Billy Evans Horse, Chairman	Philip N. Hogen, Chairman
Date: 08/30/05	Date: 8/31/05

Exhibit A

Gaming Site

For purposes of this Agreement, "Gaming Site" shall mean:

That certain 30-acre tract of land bounded and described as the 5½ NE ¼ NE ¼, E ½ NW ¼ NE ¼ NE ¼ and 5½ NE ¼ NE ¼ NE ¼ NE ¼ of Section 11, Township 5 South, Range 13 West of the Indian Meridian, in Cotton County, Oklahoma, containing thirty acres, more or less, being the same tract that by Deed to Restricted Indian Land dated May 10, 2000 Evans Ray Satepauhoodle and Genevieve Satepauhoodle, his wife, granted, bargained and sold to the United States of America in trust for the Kiowa Indian Tribe of Oklahoma and further being that same tract that by letter dated February 9, 2001, Ernest E. Redbird, Acting Superintendent, Anadarko Agency, Bureau of Indian Affairs, certified as a portion of the original allotment of Nellie Doyah, Kiowa No. 3030 and located within the boundaries of the Kiowa, Comanche and Apache Tribes' original reservation as established in the Treaty of October 21, 1867.