ECONOMIC DEVELOPMENT

AMENDMENT TO THE

TRIBAL-STATE COMPACT

FOR THE CONDUCT OF CLASS III GAMING

BETWEEN THE

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA

AND THE

STATE OF LOUISIANA

WHEREAS, in 1988, the Congress of the United States of America enacted the Indian Gaming Regulatory Act, which provided a statutory basis for the operation and regulation of gaming by Indian Tribes;

WHEREAS, pursuant to the Indian Gaming Regulatory Act, a Tribal-State Compact for the conduct of Class III Gaming between the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana was executed and signed by Chairman Earl J. Barbry, Sr. and Governor Murphy J. Foster, Jr., on August 14, 2001;

WHEREAS, this Tribal-State Compact for the conduct of Class III Gaming became effective upon being published in the *Federal Register*, on October 9, 2001;

WHEREAS, the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana desire to amend the Tribal-State Compact to provide for a grant of presumptive suitability for certain lenders solely in connection with and strictly limited to that certain offering for up to $150,000,000 of Unsecured Senior Notes due November 15, 2015, bearing 9% interest per annum issued by the Tunica-Biloxi Tribal Gaming Authority and dated November 8, 2005;

WHEREAS, Governor Kathleen Babineaux Blanco has agreed to this amendment solely in consideration of the substantial economic development benefits to be realized therefrom, which will inure to the benefit of Avoyelles Parish, the State of Louisiana and the Tunica-Biloxi Tribe of Louisiana; said economic development benefits including, but not limited to, the creation of an estimated four hundred temporary and permanent jobs, increased income taxes to the State as a result of those jobs, and the

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drawing of additional visitors and customers to the area, which is anticipated to draw additional customers for businesses in the area and increase sales taxes revenues for Avoyelles Parish and the surrounding area.

WHEREAS, the Tunica-Biloxi Indian Tribe of Louisiana has agreed and made a commitment to Governor Kathleen Babineaux Blanco that, in no case will the financing opportunity made available to it by virtue of this amendment to the Compact be used to finance any expansion of gaming or actual gaming space; and further, that such financing opportunity will only be used for the renovation, expansion or construction of lodging space, event centers, food and beverage facilities, golf courses, RV parks, parking facilities, entertainment facilities, dining facilities and other non-gaming amenities, and similar projects; further that such financing opportunity may be used to pay transactional fees and expenses and to payoff existing indebtedness to Deutsche Bank up to the amount of $42 million, with the express representation and commitment by the Tribe that the existing indebtedness was not incurred for the expansion of gaming in any manner; and

WHEREAS, the content, structure, and effect of this amendment is based solely on the facts of the situation involved in the said offering. Had the facts and circumstances of the transaction been different, the terms and provisions of the agreement may well have been different, and the State might not have agreed to this amendment;

WHEREAS, it is the clear understanding of all parties to this amendment to the Compact that it in no way constitutes an adoption, readoption, ratification, renewal or extension of the October 2001 Compact but in all respects is solely an agreement to an additional provision and clarification to that Compact;

NOW THEREFORE WE, the Tunica-Biloxi Indian Tribe of Louisiana ("Tribe") and the State of Louisiana ("State"), by virtue of the authority vested through the Constitution and laws of the United States of America, the State of Louisiana, and the Ordinances of the Tunica-Biloxi Indian Tribe of Louisiana, and in order to preserve and to protect the health, safety, and welfare of our people, do hereby amend the Tribal-State Compact for the conduct of Class III gaming, which became effective on October 9, 2001, as is set forth more fully herein and enumerated below:

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AMENDMENT:

SECTION 6(C) of the Tribal-State Compact is amended to read in its entirety as follows:

(C) Each person or entity extending financing to the gaming facilities or operation shall be licensed by the Tunica-Biloxi Indian Tribe of Louisiana and be certified by the State of Louisiana prior to providing financial services, and every two (2) years thereafter, unless they are granted presumptive suitability under the provisions of this Tribal-State Compact.

In regard to that certain offering for up to $150,000,000 of Unsecured Senior Notes due November 15, 2015, bearing 9% interest per annum issued by the Tunica-Biloxi Tribal Gaming Authority and dated November 8, 2005, (hereinafter referred to as "the Offering") and to no other transaction, the State of Louisiana will grant presumptive suitability to qualified institutional buyers of the notes on the following terms and conditions.

For the purposes of this Section 6, Part (C), the term "qualified institutional buyer" shall mean any qualified institutional buyer, as defined in Rule 144A under the Securities Act of 1933, and any entity, all of the equity owners of which are qualified institutional buyers, as defined in Rule 144A under the Securities Act of 1933, acting for its own account or the accounts of other qualified institutional buyers.

The presumptive suitability provided for in this Section 6, Part (C) for qualified institutional buyers of the notes shall be a separate, distinct and additional form of presumptive suitability from the presumptive suitability provided for in Part (G) of this Section 6.

Qualified institutional buyers of the notes may be presumed suitable under the following terms and conditions.

1. The Tribe shall provide the State with a copy of the private placement offering memorandum and a copy of the underwriting purchase agreement. These documents, and any revisions thereto, shall contain provisions(s) indicating that none of the proceeds of the aforesaid bond Offering will be used for any expansion of gaming. If the offering memorandum or purchase agreement is revised or amended, the Tribe shall provide a copy of the revised or amended offering memorandum or purchase agreement to the State of Louisiana within thirty (30) business days of such revision or amendment.

2. The Tribe shall notify the State of Louisiana of the effectiveness of the offering memorandum and the transfer of the debt securities to the underwriter within one (1) business day of such effectiveness and transfer, and shall provide the State of Louisiana with a copy of the final offering memorandum and a copy of the final purchase agreement within thirty (30) business days of such effectiveness and transfer.

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3. The Tribe warrants and agrees that, during the term of the notes, either the Tribe or the Trustee, shall (a) file with the State of Louisiana on the biannual coupon dates of the Offering of May 15 and November 15 of each year, the following information on each purchaser of the notes: (1) name; (2) address; (3) phone and fax number; (4) name and phone number of a contact person; and (5) the dollar amount of the notes purchased or to be purchased, and (b) provide to the State of Louisiana on the same biannual basis, a notarized statement signed by the Tribe or Trustee that all such purchasers are "qualified institutional buyers" as defined in this Section 6, Part (C).

4. A qualified institutional buyer otherwise required to be found suitable or qualified pursuant to this Compact may be presumed suitable upon the qualified institutional buyer's submission to the Indian Casino Gaming Unit of Louisiana State Police a completed Certification as Qualified Institutional Buyer and Request for Grant of Presumptive Suitability form provided by the State of Louisiana (hereinafter "QIB Suitability Form"), along with documentation sufficient to establish qualifications as a qualified institutional buyer. Each qualified institutional buyer purchasing the notes shall submit the QIB Suitability Form to the Louisiana State Police within thirty (30) days of the purchase of the notes; provided that, in regard to any notes purchased prior to the date this Compact amendment is signed by the Secretary of the Interior or her representative, the QIB Suitability Form shall be submitted to the Louisiana State Police within thirty (30) days of the earlier of the date this Compact amendment is signed by the Secretary of the Interior or her representative or the date the escrowed proceeds of the Offering are released to the Tribe. Any change to the information provided in the form must be reported to the State of Louisiana within ten (10) days of the change. A qualified institutional buyer requesting a grant of presumptive suitability shall provide any additional information requested by the State of Louisiana within ten (10) days of the State's request. The State of Louisiana may rescind the presumption of suitability for a qualified institutional buyer at any time for failure to timely: (1) submit the required QIB Suitability Form; (2) report any change to the information provided in the Certification as Qualified Institutional Buyer and Request for Grant of Presumptive Suitability, and (3) provide any additional information requested by the State of Louisiana. In addition, the State of Louisiana may rescind the presumption of suitability for a qualified institutional buyer if the qualified institutional buyer exercises or intends to exercise influence or control over the affairs of the Tribe, any governmental entity of the Tribe, or the gaming operations of the Tribe.

5. This Section 6, Part (C) shall not be construed to preclude the State of Louisiana from investigating the suitability or qualifications of a qualified institutional buyer of the notes should the State of Louisiana or the Tribe become aware of facts or information which may result in such qualified institutional buyer being found unsuitable or disqualified. The State of Louisiana may revoke any grant of presumptive suitability made pursuant to

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this Section 6, Part (C) and require any person or entity to demonstrate by clear and convincing evidence his/her or its suitability and qualifications for State Certification, by submitting to the normal process of Certification.

6. The proceeds from the Offering shall be used only for renovation, expansion or construction of lodging space, event centers, food and beverage facilities, golf courses, RV parks, parking facilities, entertainment facilities, dining facilities and other non-gaming amenities, and similar projects. It is also agreed that the proceeds from the Offering may be used to pay transactional fees and expenses and to pay off existing indebtedness to Deutsche Bank up to the amount of $42 million, with the express representation and commitment by the Tribe that the existing indebtedness was not incurred for the expansion of gaming in any manner. In the event the Tunica-Biloxi Indian Tribe of Louisiana uses any of the proceeds from the bond Offering associated with this amendment to increase the gaming space, or the number of slot machines, table games, or other games in the Tribal gaming facility, or for any other expansion of gaming, then the Governor of the State of Louisiana shall give the Tribe written notice, as provided in Section 16 of this Compact, and the Tribe shall have ten (10) days in which to remove any such games and/or gaming machines from use, and/or convert any additional gaming space to non-gaming purposes. If the Tribe fails to cure the violations set forth in the Governor's notice within the allotted time period, in addition to removal of the games and/or gaming machines, and/or conversion of additional gaming space to non-gaming purposes, the Tribe agrees to pay a fine equal to ten (10) times the amount of the proceeds from the Offering that was used to increase the gaming space, the number of gaming machines, slot machines, table games, or other games in the Tribal gaming facility, or for any other expansion of gaming. In the event the Tribe disputes the allegations in the Governor's notice of noncompliance with this provision, such dispute shall be resolved pursuant to Section 14(D) of this Compact. During any period of dispute resolution under Section 14(D) and commencing from the eleventh (11th) day after receipt by the Tribe of the Governor's notice of noncompliance, the Tribe shall cease and desist the use of any gaming space, gaming machines, slot machines, table games, or any other games in the Tribal gaming facility, or other expansion of gaming made the subject of the Governor's notice that were purchased by, created with or otherwise funded by the proceeds of the Offering, until such time as the dispute is resolved.

7. In conformity with the foregoing Paragraph 6 of this Section 6(C), the Tribe shall deposit all proceeds of the Offering into an account segregated from all other funds received by the Tribe from any source other than the Offering. The Tribe shall document all uses and expenditures of the proceeds of the Offering and shall provide such documentation to the State within ten (10) days of any request by the State for such documentation.

Be it further provided that it is the clear understanding of all parties to this amendment to the Compact that it in no way constitutes an adoption, readoption, ratification, renewal or extension

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of the October 2001 Compact but in all respects is solely an agreement to an additional provision and clarification to that Compact, which otherwise remains in full force and effect.

IN WITNESS WHEREOF, as duly authorized representatives of the Tunica-Biloxi Indian Tribe of Louisiana and the State of Louisiana, we have hereunto set our hands officially and caused to be affixed the Great Seals of the Tunica-Biloxi Tribe of Louisiana and the State of Louisiana, in six (6) original counterparts.

TUNICA-BILOXI INDIAN TRIBE OF LOUISIANA

EARL J. BARBRY, SR., Tribal Chairman

Date: January 18, 2006

STATE OF LOUISIANA

KATHLEEN BABINEAUX BLANCO, Governor

Date: January 15, 2006

DEPARTMENT OF INTERIOR

GEORGE T. SKIBINE, Acting Deputy Director
Secretary/Policy & Economic Development

Date: JAN 17 2006

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