JUL 28 2008

Delia M. Carlyle, Chairman
Ak-Chin Indian Community
42507 W. Peters & Nall Road
Maricopa, Arizona 85238

July 24, 2008

RE: Amendment to the Ak-Chin Indian Community Gaming Code

Dear Chairman Carlyle:

This letter responds to your request to the National Indian Gaming Commission (NIGC) for the review and approval of the amendment to the Ak-Chin Indian Community (Community) Gaming Code submitted to the NIGC on May 22, 2008. This amendment to the ordinance was adopted by the Ak-Chin Indian Community Council by Resolution No A-32-08 on April 15, 2008.

The original Community ordinance was approved on December 7, 1993 with previous amendments approved in 2000 and 2003. This letter constitutes approval of your 2008 submission under the Indian Gaming Regulatory Act (IGRA).

However, it is important to note that the gaming ordinance is approved for gaming only on Indian lands, as defined in the IGRA, over which the Community exercises jurisdiction. Furthermore, this approval does not constitute approval of specific games.

Thank you for submitting this amendment to the Community Gaming Code and for working with our staff to assure that this version is comprehensive and in full conformity with IGRA. Should you have any questions or concerns, please contact Toni Cowan, at 202-632-7039, the staff attorney assigned to this matter.

Sincerely,

Philip N. Hogen, Chairman

C: Clarissa Mike, Secretary, Ak-Chin Indian Community
Chuck McCarty, Director, Ak-Chin Indian Gaming

AK-CHIN INDIAN COMMUNITY COUNCIL

42507 W. Peters & Nall Road
Maricopa, Arizona 85238
Telephone: (520) 568-1000

Resolution No. A-32-08

RESOLUTION OF THE AK-CHIN INDIAN COMMUNITY COUNCIL

(A Resolution approving the Ak-Chin Indian Community's Revised Tribal Gaming Ordinance.)

WHEREAS, the Ak-Chin Indian Community ("Community") is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934; and

WHEREAS, the Community is governed by the Ak-Chin Community Council ("Council") pursuant to its Articles of Association ("Articles") approved by the Secretary of the Interior on December 20, 1961; and

WHEREAS, the Community's gaming operation is governed by, among other laws and regulations, the Community's Tribal Gaming Ordinance ("Ordinance"); and

WHEREAS, the Community has revised the Ordinance; and

WHEREAS, the Indian Gaming Regulatory Act ("IGRA") requires that the Community submit its revised Ordinance to the National Indian Gaming Commission ("NIGC") for review and approval; and

WHEREAS, the NIGC has completed an initial review of the January 2008, February 14, 2008 and February 29, 2008 submissions and had some suggested technical changes; and

WHEREAS, in order to expedite NIGC's approval of the Ordinance, the Community withdraws its previous submission to be replaced and superseded with the attached revised Ordinance; and

NOW, THEREFORE, BE IT RESOLVED that the Council does hereby approve the revised Ordinance dated March 26, 2008.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Council hereby submits this Ordinance for approval to the National Indian Gaming Commission.

BE IT FINALLY RESOLVED that the Council authorizes the Chairman to sign any documents necessary for such Ordinance approval.

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

Pursuant to authority contained under Article VIII, Section 1(a), (b), (c), (l) and (m) of the Articles of Association of the Ak-Chin Indian Community, approved by the Secretary of the Interior, December 20, 1961, by a quorum of 4 members present at a regular Council meeting held on April 15, 2008, at the Ak-Chin Indian Reservation, Arizona, by a vote of 4 for, 0 against, 0 not voting and 1 absent; the foregoing Resolution was adopted.

Louis J. Manuel Jr., Vice-Chairman
Ak-Chin Indian Community Council

ATTEST:

Delia M. Carlyle, Acting Secretary
Ak-Chin Indian Community Council

AK-CHIN INDIAN COMMUNITY
GAMING CODE

SECTION 1

STATEMENT OF POLICY

It is the purpose of this Code to provide for the sound regulation of all gaming activities on lands within the jurisdiction of the Ak-Chin Indian Community, in order to protect the public interest in the integrity of such gaming activities, to prevent improper or unlawful conduct in the course of such gaming activities, to strengthen tribal self-government and to promote the economic self-sufficiency of the Ak-Chin Indian Community. This Code constitutes the ordinance of the Ak-Chin Indian Community regulating Class II and Class III gaming contemplated by Section 11(b)(2) and Section 11(d)(1)(A) of the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. §§ 2710(b)(2) and 2710(d)(1)(A).

SECTION 2

DEFINITIONS

2.1 For purposes of this Code:

2.1.1 "Act" means the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§1666-1168.

2.1.2 "Agency" means the Ak-Chin Indian Community Tribal Gaming Agency, established by Section 6 of this Code.

2.1.3 "Appellant" means a Person appealing a decision of the Agency and/or Commission.

2.1.4"Chairman" means the Chairman of the Ak-Chin Indian Community Tribal Gaming Commission pursuant to Section 6 of this Code.

2.1.5 "Class I Gaming" means all forms of gaming defined as Class I in Section 4(6) of the Act, 25 U.S.C. § 2703(6).

2.1.6"Class II Gaming" means all forms of gaming defined as Class II in Section 4(7) of the Act, 25 U.S.C. § 2703(7).

2.1.7 "Class III Gaming" means all forms of gaming as defined in Section 4(8) of the Act, 25 U.S.C. § 2703(8).

2.1.8 "Code" means this Ak-Chin Indian Community Gaming Code.

2.1.9 "Commission" means the Ak-Chin Indian Community Tribal Gaming Commission pursuant to Section 6 of this Code.

2.1.10 "Community" means the Ak-Chin Indian Community, and its authorized officials, agents and representatives.

2.1.11 "Compact" means the Ak-Chin Indian Community-State of Arizona Gaming Compact.

2.1.12 "Commissioner" means a Commissioner of the Ak-Chin Indian Community Tribal Gaming Commission as appointed pursuant to Section 6 of this Code.

2.1.13"Distributor" means a person who distributes Class II and III Gaming devices and/or component parts thereof.

2.1.14 "Executive Director" means the Executive Director of the Ak-Chin Indian Community Tribal Gaming Agency as appointed pursuant to Section 6.5 of this Code.

2.1.15 "Financier" means each person, firm or corporation providing financing for any Gaming Operation, Gaming Facility or any part thereof.

2.1.16 "Game" means any scheme for the play of Class II or Class III Gaming other than a Gaming Device.

2.1.17 "Gaming Activity" means all forms of Class II and III Gaming conducted within the Community's Reservation.

2.1.18 "Gaming Device" means a mechanical device, an electro-mechanical device or a device controlled by an electronic microprocessor or another manner, whether that device constitutes Class II Gaming or Class III Gaming, that allows a player or players to play games of chance, whether or not the outcome also is affected in some part by skill, and whether the device accepts coins, tokens, bills, coupons, ticket vouchers, pull tabs, smart cards, electronic in-house accounting system credits or other similar forms of consideration and, through the application of chance, allows a player to become entitled to a prize, which may be collected through the dispensing of coins, tokens, bills, coupons, ticket vouchers, smart cards, electronic in-house accounting system credits or other similar forms of value. Gaming Device does not include any of the following:

(a) those technological aids for bingo games that function only as electronic substitutes for bingo cards;

(b) devices that issue and validate paper lottery products and that are directly operated only by Arizona State Lottery licensed retailers and their employees.

(c) devices that are operated directly by a lottery player and that dispense paper lottery tickets, if the devices do not identify winning or losing lottery tickets, display lottery winnings or disburse lottery winnings.

(d) devices that are operated directly by a lottery player and that validate paper lottery tickets for a game that does not have a predetermined number of winning tickets, if: (i) the devices do not allow interactive gaming; (ii) the devices do not allow a lottery player to play the lottery for immediate payment or reward (iii) the devices do not disburse lottery winnings; and (iv) the devices are not Video Lottery Terminals.

(e) Player Activated Lottery Terminals.

2.1.19 "Gaming Employee" means any person employed as a Primary Management Official or Key Employee of a Gaming Operation of the Community and any person employed in the operation or management of a Gaming Operation, including, but not limited to, any person whose employment duties require or authorize access to Restricted Areas of a Gaming Facility not otherwise open to the Public.

2.1.20 "Gaming Facility" means the buildings or structures in which Class II, and Class III Gaming, as authorized by the Compact, is conducted.

2.1.21 "Gaming Facility Operator" means the Community, an enterprise owned by the Community, or such other entity of the Community as the Community may from time to time designate by written notice to the NIGC and the State as the wholly-owned Tribal entity having full authority and responsibility for the operation and management of Gaming Activities.

2.1.22 "Gaming Operation" means any Gaming Activity conducted within any Gaming Facilities.

2.1.23 "Gaming Services" means providing any goods or services, except for legal services, to the Community in connection with the operation of Class II and III Gaming in a Gaming Facility.

2.1.24 "Keno" means a house banking game in which a player selects from one to twenty numbers on a card that contains the numbers one through eighty; the house randomly draws twenty numbers; players win if the numbers they select correspond to the numbers drawn by the house, and the house pays all winners, if any, and collects from all losers.

2.1.25 "Key Employee" means a Gaming Employee who performs one or more of the following functions:

(a) Bingo Caller;

(b) Counting room supervisor;

(c) Chief of security;

(d) Custodian of gaming supplies or cash;

(e) Floor manager;

(f) Pit Boss;

(g) Dealer;

(h) Croupier;

(i) Approver of Credit; and

(j) Custodian of Gaming Devices, including persons with access to cash and accounting records within such devices, or if not otherwise included, any other person whose total cash compensation is in excess of $50,000 per year; or, if

not otherwise included, the four most highly compensated persons in the Gaming Operation.

2.1.26 "License" means an approval issued by the Tribal Gaming Agency to any natural person or entity to be involved in the Gaming Operation or in the providing of Gaming Services to the Community.

2.1.27 "Licensee" means any natural person or entity that has been licensed by the Tribal Gaming Agency to be involved in the Gaming Operation or in the providing of Gaming Services to the Community.

2.1.28 "Management Contract" means a contract within the meaning of 25 U.S.C. §§ 2710 (d)(9) and 2711.

2.1.29 "Management Contractor" means a natural person or entity that has entered into a Management Contract with the Community or the Gaming Facilities Operator which has been approved pursuant to the Act, 25 U.S.C. §§ 2710(d)(9) and 2711.

2.1.30 "Manufacturer" means a natural person or entity that manufactures Gaming Devices and/or component parts thereof as defined by this Compact for use or play in the Gaming Facilities.

2.1.31 "National Indian Gaming Commission" or "NIGC" means the National Indian Gaming Commission established pursuant to Section 5 of the Act, 25 U.S.C. § 2704.

2.1.32 "Net Revenues" of any Gaming Operation means the gross revenues of such Gaming Operation less amounts paid out as, or paid for, prizes and less total operating expenses, determined in accordance with generally accepted accounting

principles but excluding management fees paid to a Management Contractor within the meaning of Section 12(c) of the Act, 25 U.S.C. § 2711(c).

2.1.33 "Patron" means any natural person of at least twenty one (21) years of age who is within the exterior boundaries of the Gaming Facility for the purpose of engaging in Gaming Activity.

2.1.34 "Person" includes a corporation, company, partnership, firm, association or society, as well as a natural person. When "Person" is used to designate the violator or offender of any law, it includes a corporation, partnership or any association of Persons.

2.1.35 "Primary Management Official" means the Person having management responsibilities under a Management Contract; or any Person who has authority to hire and fire employees or to set up working policy for a Gaming Operation; or the chief financial officer or other Person who has financial management responsibility for a Gaming Operation.

2.1.36 "Principal" means with respect to any Person:

(a) Each of its officers and directors;

(b) Each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer or general manager;

(c) Each of its owners or partners, if an unincorporated business;

(d) Each of its shareholders who own more than ten (10) percent of the shares of the corporation, if a corporation;

(e) Each person other than a banking institution who has provided financing for the entity constituting more than ten (10) percent of the total financing of the entity; and

(f) Each of the beneficiaries, or trustees of a trust.

2.1.37 "Reservation" mean, for the purpose of this Code:

(a) All land within the exterior boundaries of the Ak-Chin Indian Reservation, as recognized by the United States Secretary of the Interior as of October 17, 1988; and

(b) All lands, title to which is held in trust by the United States for the benefit of the Community, or held by the Community subject to restriction by the United States against alienation, and was so held on October 17, 1988; and

(c) Any lands, title to which is either held in trust by the United States for the benefit of the Community and which are described in Section 20(a)(1) or Section 20(b)(1) of the Act (25 U.S.C. §§ 2719(a)(1) or 2719(b)(1)).

2.1.38 "Restricted Area" for purposes of the Compact and this Code means cashiers cage, count rooms, management information systems (computer) room, surveillance room, vault and any other area specifically designated as such by the Commission pursuant to a Rule promulgated by the Commission under this Code.

2.1.39 "Rule(s)" means the Rules adopted by the Ak-Chin Tribal Gaming Agency pursuant to this Code.

2.1.40 "Slot Machine" means any mechanical or electronic device into which a player deposits, consideration including but not limited to, coin, currency or tokens and from which coins, currency or tokens are paid out when a particular, randomly determined, configuration of symbols appears on the reels or screen of the device.

2.1.41 "State" means the State of Arizona, its authorized officials, agents and representatives.

2.1.42 "State Gaming Agency" means the agency of the State which the Governor may from time to time designate by written notice to the Community as the single State agency which shall act on behalf of the State under this Compact.

2.1.43 "Technical Standards" means the operational standards for Gaming Devices set forth in the Compact and/or its Appendices.

2.1.44 "Tribe" or "Tribal" means the Ak-Chin Indian Community.

2.1.45 "Vendor" means any Person that supplies goods and/or services to the Gaming Facility.

SECTION 3

AUTHORIZATION OF GAMING ACTIVITIES

3.1 Class I Gaming. The conduct of Class I Gaming on the Reservation is not governed by this Code.

3.2 Class II Gaming. The Community is hereby authorized to conduct any and all forms of Class II Gaming on the Reservation.

3.3 Class III Gaming. The Community is hereby authorized to conduct any and all forms of Class III Gaming on the Reservation that are authorized to be conducted under the Compact.

SECTION 4

COMPLIANCE WITH THE ACT AND COMPACT

4.1 Compliance with the Act. This Code shall be construed in a manner that conforms to the Act in all respects. If this Code is inconsistent with the Act in any manner, the provisions of the Act shall govern.

4.2 Compliance with the Compact. With respect to the conduct and regulation of Class III Gaming, this Code shall be construed in a manner that conforms to the Compact in all respects. If this Code is inconsistent with the Compact in any manner the provisions of the Compact shall govern.

SECTION 5

GENERAL PROVISIONS GOVERNING THE CONDUCT OF CLASS II AND CLASS III GAMING

5.1 Ownership. As required by Section 11(b)(2)(A) of the Act, 25 U.S.C. § 2710(b)(2)(A), the Community shall have the sole responsibility for the conduct of all Gaming on the Reservation and the sole proprietary interest in any Gaming Operation. Notwithstanding the above, nothing in this Code shall:

(a) preclude the Community from entering into a Management Contract as authorized under Section 12 of the Act, 25 U.S.C. § 2711, or

(b) restrict the exercise by any secured party of its rights under any collateral lease, security interest or other financing agreement to enforce a lien on or security interest in any personal property encumbered thereby, or to enforce its rights against net revenues derived by the Community from Gaming for the purpose of

repayment of debt obligations of the Community to such secured party in accordance with the provisions of such obligations, provided that no entity or person other than the Community shall have any proprietary interest in any Gaming Operation.

5.2 Application of Net Revenues. In compliance with Section 11(b)(2) and (3) of the Act, 25 U.S.C. § 2710(b)(2) and (3), Net Revenues from Gaming shall be used only for the following purposes, as more particularly determined by the Ak-Chin Indian Community Council:

(a) to fund Community government operations or programs;

(b) to provide for the general welfare of the Community and its members;

(c) to promote the Community's economic development;

(d) to donate to charitable organizations;

(e) to help fund operations of local government agencies; or

(f) any other purposes permitted under the Act.

5.3 Public Safety Standards. In compliance with Section 11(b)(2)(E) of the Act, 25 U.S.C. § 2710(b)(2)(E), the construction and maintenance of any Gaming Facility, and the operation of all Gaming, shall be conducted in a manner which adequately protects the environment and the public health and safety. For this purpose, all requirements of the Compact and all health, safety and environmental standards enacted by the Community shall apply to all Gaming Facilities.

SECTION 6

AK-CHIN INDIAN COMMUNITY TRIBAL GAMING COMMISSION

6.1 Establishment. The Ak-Chin Indian Community Tribal Gaming Commission is hereby established. The Commission is autonomous governmental entity of the Ak-Chin Indian Community wholly independent from the Community's Gaming Operation, subject only to the preeminent legislative authority of the Ak-Chin Indian Community Council. The Commission shall be deemed a law enforcement agency for purposes of taking fingerprints and accessing criminal history information, including but not limited to FBI, state and tribal records. The Commission shall have overall civil regulatory authority over all Gaming activities conducted on the Tribal lands.

6.2 Commission Structure. The Commission shall be administered under the supervision of five part-time Commissioners. The Commission shall select from itself one of its members to serve as part-time Chair and Vice-Chair of the Commission. The Vice-Chair shall preside over Commission meetings in the absence of the Chair. At least three members of the Commission shall be members of the Community. Commissioners shall serve for two-year terms. Three of the members of the Commission, including the Chair, shall serve for terms beginning on January 15, 2008, and two of the Commissioners shall serve for terms beginning on January 15, 2009. Vacancies in the Commission shall be filled by appointment by the Ak-Chin Community Council, and Commissioners may be appointed to successive terms. Members of the Commission shall continue serving after expiration of their term of office until a successor has been appointed. A Commissioner term shall expire on January 15th of the respective term year. While a Commissioner can serve until a successor has been

appointed, the term itself still begins and ends on January 15th of the respective year. At least one of the Commissioners shall possess experience in Gaming Operations, Gaming regulation, or business or government.

6.3 Commissioner Qualification. All Commissioners must not be present Community Council members, be over the age of twenty-five (25), must possess a valid driver's license, must be persons of the utmost honesty and integrity, must never have been convicted of a felony or a misdemeanor involving theft, embezzlement or a crime involving moral turpitude, and must be persons whose prior activities, reputation, habits and associations shall not in any way jeopardize the effective regulation of Gaming or the Community's and public's trust, confidence or interest. Compensation of the Commissioners shall be established by the Community Council. Commissioners may be removed by the Community Council for neglect of duty, malfeasance in office, or for other good cause shown, after a plenary hearing, duly noticed and conducted before the Community Council. No Commissioner may be affiliated with or employed by the Gaming Operation in any capacity, and no Commissioner shall gamble in the Community's Gaming Facility or assume any personal financial interest in any gambling by any Patron of the Gaming Facility. Unless otherwise specifically provided in this Code, a majority vote of the Commission shall be deemed sufficient to effectuate any decision or action which this Code authorizes the Commission to make. In addition, unless otherwise provided in this Code, a decision or action by the Commission shall be final and not subject to review by any court or judicial forum.

6.4 Agency. The Commission hereby designates that the Ak-Chin Indian Community Tribal Gaming Agency shall be responsible for the day-to-day regulation of

Gaming under the supervision of the Commission. In addition, the Agency shall be deemed a law enforcement agency for the purposes of taking fingerprints and accessing criminal history information, including but not limited to FBI, state and tribal records.

6.5 Executive Director of Agency. The Community shall employ and designate an individual to serve as Executive Director of the Agency who shall have overall responsibility of the day-to-day administrative functions of the Agency. The Executive Director may be removed by the Community Council for neglect of duty, malfeasance in office, or for other good cause shown, after a plenary hearing, duly noticed and conducted by the Community Council.

6.5.1 The Executive Director, or his designated representative, shall have the power, in the name of the Commission and be responsible:

(a) to conduct any hearing, investigation or inquiry;

(b) to compel the production of any information or documents;

(c) to review and approve investigative work;

(d) to issue violation notices related to the exercise of all investigatory and regulatory powers of the Agency under this Code;

(e) for the coordination of the functions of the Agency with the State Gaming Agency and other federal, state and local agencies as necessary; and

(f) to be the agent of the Community for service by the National Indian Gaming Commission of any official determination, order or notice of violation under 25 C.F.R. 519.1.

6.6 Additional Staff. The Executive Director may employ additional staff as deemed necessary by the Commission in order to carry out the civil regulatory obligations of the Agency.

6.7 Powers and Duties of Agency. Acting under the authority and supervision of the Commission, the Agency shall have the following powers and duties to:

(a) have and to exercise primary responsibility for the day-to-day regulation of all Gaming in order to ensure the integrity thereof;

(b) investigate any aspect of any Gaming Operation in order to protect the public interest in the integrity of Gaming and to prevent improper or unlawful conduct. The Agency may investigate any report of a failure of any Gaming Operation to comply with the provisions of the Act, the Compact, this Code, and the Rules;

(c) carry out each of the responsibilities and duties set forth for the Agency in the Compact, including but not limited to Compact Sections 5 and 6;

(d) make suitability determinations for Tribal Gaming Licenses.

(e) issue, limit, condition, restrict, renew, suspend and/or revoke Tribal Gaming Licenses in accordance with Section 9 of this Code.

(f) issue forms for License applications, perform background investigations of License applications, withhold Licenses pending investigations, approve or deny applications and issue or require the issuance of employee identification cards and Licenses;

(g) require each Management Contractor to prepare a plan for the protection of public safety and the physical security of Patrons of Gaming Facilities, setting forth the respective responsibilities of the Agency, the security departments of

the Gaming Operations, any Community police agency and, if appropriate, any State or local police agency. Such plan, and any subsequent modifications thereof, shall be submitted to and reviewed by the Agency and, after such review, shall be recommended for adoption by Commission with such modifications as the Commission shall deem proper;

(h) review and approve surveillance coverage for each Gaming Facility and may confer with the State Gaming Agency or other organizations regarding the adequacy of such surveillance;

(i) receive notice of changes to the Gaming Facility floor layout by the manager;

(j) promulgate, review, and revise as necessary, Rules to govern the integrity of the Gaming Operation and to recommend the adoption of these Rules by the Commission;

(k) establish a list of Persons permanently barred from the Gaming Facilities because of their criminal history or association with organized crime or any member of organized crime or any Person who poses a threat to the integrity of Gaming. The Agency shall also establish a list of self-banned persons from the Gaming Facility Gaming Facility. The Agency shall employ its best efforts to exclude persons on such lists from entry into its Gaming Facilities. The Agency shall send a copy of its lists on a monthly basis to the State Gaming Agency and the Gaming Facility General Manager, along with detailed information regarding why the person has been barred and the barred persons photograph, drivers' license information, and/or fingerprints, to the extent such items are in the possession of the Agency;

(l) refuse service, access, and entry to the Gaming Facility to individuals whose conduct is contrary to the public interest and whose presence may be injurious to the peace, health, or welfare of the Patrons or employees of the Gaming Facility;

(m) review and approve the Promotions, as defined in Appendix G of the Compact, and the Technical Standards and rules of each Game or Gaming Device operated by any Gaming Operation, and ensure that such Game and Gaming Devices conform to the Technical Standards and Rules, and shall, in accordance with the Compact, propose to the State Gaming Agency any changes to such Technical Standards and Rules as the Agency deems appropriate;

(n) issue a notice of concern and/or notice of violation and/or impose civil penalties for violations of the Act, the Compact, this Code, and the Rules, in accordance with Section 9 of this Code;

(o) initiate civil actions in the name of the Community, in the courts of the Community, the State or the United States to enforce or enjoin violations of the provisions of the Act, the Compact, this Code or the Rules;

(p) receive any complaint from any person, including the Gaming public or any employee of any Gaming Operation, who is or who claims to be adversely affected by any act or omission of a Gaming Operation or any employee thereof, and which is asserted to violate the Act, the Compact, this Code or the Rules. Within two (2) business days of receiving such a complaint, the Agency shall give the Gaming Operation notice and opportunity to provide written comment. The Agency, in making its decision, shall review and give due consideration to both the complaint and the

written comments of the Gaming Operation. Subsequent to its review, the Agency may impose such remedial action as it deems appropriate to bring the Gaming Operation into compliance with the subject provision. The Gaming Operation shall have all protections and rights provided to it in Section 9 of this Code. Upon appeal to the Commission, the Commission, in its sole discretion, may conduct a hearing and receive additional evidence regarding the issues identified in the complaint;

(q) adopt an annual operating budget which shall be subject to the approval of both the Commission and the Ak-Chin Community Council. The expenses of the Agency shall be assessed against the Gaming Operation, and the Gaming Operation shall pay such assessments to the Community, or in accordance with a Management Agreement;

(r) employ such staff from time to time as it deems necessary to fulfill its responsibilities under the Act, the Compact, this Code and the Rules, and may retain legal counsel upon the approval of both Commission and the Community Council, consultants and other professional services, including investigative services, to assist it with respect to any of the issues over which the Commission exercises jurisdiction. The Agency, consistent with prevailing laws of the Community, shall establish its own personnel policies and procedures. These personnel policies and procedures shall be consistent wherever possible with the general personnel policies and procedures of the Community. The Agency shall confer with the Community's Human Resources Director for the sole purpose of ensuring compliance with applicable laws governing personnel matters of the Agency;

(s) compel upon reasonable notice any Licensee, any Person employed by a Gaming Operation and any Person doing business with a Gaming Operation to appear before it and to provide such information, documents or other materials as may be in their possession to assist in an investigation conducted by the Agency;

(t) issue subpoenas and to compel the attendance of witnesses at any place within the Tribal lands, to administer oaths and to require testimony under oath;

(u) establish a schedule of fees and charges for the issuance of licenses, including application fees and annual renewal fees. In addition, the Agency may impose such fees on Licensees as are reasonably related to the making of background investigations and the costs of enforcement of this Code and of the Licenses issued thereunder;

(v) require each Distributor and each Manufacturer to verify under oath, on forms prescribed by the Agency, that the Gaming Devices distributed or manufactured by them for use at any Gaming Facility comply with the Technical Standards and all requirements of the Act, the Compact, this Code and the Rules. The Agency may require the testing of any Gaming Device, at the expense of the Distributors or Manufacturer thereof, to ensure such compliance;

(w) enter at any time any Gaming Facility within Tribal lands to inspect the Gaming Facility, its employees and operations, its equipment and supplies, its business records and books of account or any other financial records or documents pertaining to the business operations of the Gaming Facility, and to make summaries or

copies of any such documents or other records as the Agency deems useful or necessary to its purpose;

(x) seize and remove or impound any equipment, supplies, documents or records from any Gaming Facility for the purpose of examination;

(y) do all other things reasonably necessary for the proper and efficient exercise of the other powers and responsibilities placed upon the Agency by the Act, the Compact, this Code and the Rules.

6.7.1. The Gaming Operation shall submit notice to the Agency of its intent to accept Gaming Services from a vendor that is not licensed by the Agency. This notice shall be transmitted to the Agency at the earliest possible date. This notice shall only be required when the total amount of Gaming Services is between Five Thousand Dollars ($5,000.00) and Ten Thousand Dollars ($10,000.00) in a single month. The notice shall be in a form required by the Agency.

6.7.2. Based on a violation of this Code, the Compact or the Act, the Agency may suspend or revoke the Gaming License of any unsuitable vendor. Any vendor and/or party to an agreement determined to be unsuitable may appeal from such a determination in the same manner as is set forth in Section 9 of this Code.

6.8 Suitability Determinations and Background Investigations.

6.8.1 The Commission, through its Agency, shall make suitability determinations for a Tribal License based upon, but not limited to, background investigations of the following Persons:

(a) Key Employee;

(b) Primary Management Official;

(c) Principal;

(d) Person;

(e) Management Contractor;

(f) Financier;

(g) Licensee; or

(h) Vendor.

6.8.2 The Agency's Executive Director or his designated Agency representative shall:

(a) review and approve the background investigative work;

(b) report the results to the NIGC;

(c) obtain and process a Person's fingerprints;

(d) make the suitability determination for a License;

(e) verify information submitted by Persons subject to Section 6.8.1;

(f) determine a Person's prior activities, criminal record, if any, reputation, habits and associations;

(g) interview a sufficient number of knowledgeable people, such as former employers and personal references of such Persons subject to Section 6.8.1 to provide a basis for the Tribe to make a finding concerning eligibility for employment and/or suitability for a Tribal Gaming License; and

(h) document all potential problems, disqualifying information and any other information pertinent to making a suitability determination.

6.9 Procedures of the Commission. The Commission shall conduct its operations and instruct the Agency to act in accordance with procedural resolutions and

safeguards adopted in accordance with Section 6 and Section 9 of this Code.

6.9.1 Regular meetings of the Commission may be held upon such notice, and at such time and place as shall from time to time be fixed by the Commission. Nothing in this provision shall be construed to restrict the Commission's ability to conduct special or emergency meetings upon such notice as is required by this Code.

6.9.2 Special meetings of the Commission may be called by the Chairman or the Executive Director upon such notice as the Commission shall provide. The person calling the special meeting shall give notice of the time, place, and reasons for the meeting.

6.9.3 At any meeting of the Commission, a majority of the members then in office shall constitute a quorum for the transaction of business. The vote of a majority of the members present at a meeting at which a quorum is present shall be the act of the Commission, except where this Code otherwise requires an action to be taken by the vote of a majority of the members of the Commission then in office. The Chairman shall preside at all Commission meetings, unless the Vice-Chairman presides in his absence. In the absence of the Chair and Vice-Chair, the remaining Commissioners shall designate a presiding officer. The Chairman or other presiding officer shall have a vote on all matters.

6.9.4 Any action required or permitted to be taken at a Commission meeting may be taken without a meeting if all of the members of the Commission sign written consents setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes

of the Commission, and shall have the same effect as a unanimous vote of the Commission at a legal meeting thereof.

6.9.5 Commission members may participate in a Commission meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting in such manner by any member who does not object at the beginning of such meeting to the holding thereof in such manner shall constitute presence in person at such meeting.

6.9.6 Any hearing conducted by the Commission under this Code may, at the direction of the Commission, be conducted by the Executive Director or by one or more members of the Commission designated by the Commission for that purpose.

6.10 Temporary Orders. The Chairman and the Executive Director or any two Commission Members acting jointly upon a written affidavit signed by both persons, setting forth with reasonable specificity the harm, shall have the authority to protect the integrity of Gaming Activity by issuing temporary orders. These temporary orders shall be issued for the sole purpose of directing a Gaming Operation, Gaming Facilities Operator, Gaming Employee or any natural person, entity, or agency within the Community's jurisdiction to take any action or to cease and desist from any action which constitutes an immediate emergency situation that threatens the public safety, health, welfare and/or the integrity of Gaming Activity. All such affidavits must:

(a) state with specificity all facts constituting an immediate emergency situation that threatens the public safety, health, welfare and/or the integrity of Gaming Activity;

(b) be immediately delivered by hand to a Primary Management Official and Community Council Chairman; and

(c) The temporary order and the supporting affidavit shall, upon request by any affected person, be subject to review by the Commission at its earliest opportunity. In any event, all such temporary orders shall expire within 72 hours from their initial issuance, unless extended after notice and opportunity to be heard is granted to any affected person.

6.11 Prohibition. No member or employee of the Commission or the Agency shall participate as a player in any Gaming Activity conducted on Community land.

SECTION 7

GAMING AGENTS

7.1 For the purpose of ensuring compliance with the Act, the Compact, this Code, and/or the Rules, the Commission, through its Agency, shall employ Gaming Agents who shall report to and be under the supervision of the Agency Executive Director and not under the supervision of any Management Contractor or any Gaming Operation.

7.2 For the purpose of ensuring compliance with the Act, the Compact, this Code and the Rules, the Gaming Agents shall have unfettered access to all facilities of all Gaming Operations at all times, including all Gaming Facilities and all other locations where any equipment, goods, supplies, books, records or other material relating to Gaming is kept or stored. For such purposes, personnel employed by any Gaming Operation shall provide Gaming Agents access to locked and secure areas of the Gaming Facilities.

7.3 Gaming Agents shall report to the Executive Director regarding any failure by a Gaming Operation to comply with any of the provisions of the Act, the Compact, this Code or the Rules.

7.4 Gaming Agents may also receive customer complaints with respect to any Gaming Operation and shall assist in seeking voluntary resolution of such complaints.

SECTION 8

DETENTION OF PERSONS FOR

NOTIFYING LAW ENFORCEMENT AUTHORITIES

8.1 Pursuant to the Compact, the Gaming Facility Operator shall at all times maintain an area within the Gaming Facility for the temporary detention of persons who may be involved in illegal activities within the Gaming Facility, for the purpose of notifying appropriate law enforcement authorities.

8.2 Such temporary detention area shall be equipped with both video and audio recording capabilities.

8.3 All individuals confined in such area shall be under both video and audio observation at all times during the temporary detainment provided for in this Section.

8.4 Upon placing such Persons in the temporary detainment area, the representative of the Management Contractor, or in the absence of a Management Contractor then the Gaming Facility Operator, or the Tribal Gaming Agency shall immediately notify the Surveillance Department of the Gaming Facility that such Persons have been placed in detainment, and shall immediately cause the video and audio recording capabilities of the temporary detainment area to be activated, so as to

maintain continuous observation of such Persons. The video and audio recording capabilities shall remain activated throughout the temporary detention of the Persons placed in this area, including the removal of said persons from the detainment area by the Ak-Chin Indian Community Police Department or other appropriate law enforcement authorities.

8.5 Upon placing said persons in the temporary detention area as set forth above, the representatives of the Management Contractor, or in the absence of a Management Contractor, then the Gaming Facility Operator, or Tribal Gaming Agency making the placement shall immediately notify the Ak-Chin Indian Community Police Department or other appropriate law enforcement authorities of said detention, and shall request that the Ak-Chin Indian Community Police Department or other law enforcement authorities transfer custody of said individuals from detention as quickly as possible.

SECTION 9

LICENSING

9.1 Burden of Proof. It is the determination of the Community that the public interest in the integrity of Gaming is such that the burden of proof to establish fitness to obtain or maintain a License under this Code shall be upon the applicant or Licensee, as the case may be.

9.2 Suitability Requirements. Except as stated in Section 9.6.7 of this Code regarding licensing requirements for gaming employees, the Agency may limit, condition, restrict, deny, suspend, or revoke a License when it has determined that the applicant or principal(s) for, or holder(s) of, a License:

(a) has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of the Act, the Compact, this Code, the Rules, or when such applicant or principal(s) or holder has knowingly allowed or failed to take action to terminate any such violation which has occurred upon any premises occupied or operated by any such person or over which he or she has substantial control;

(b) knowingly causes, aids, abets, or conspires with another to cause any person or entity to violate any tribal, federal, or state laws, or the Rules or regulations of the Agency, or the provisions of this Code;

(c) has knowingly obtained a Tribal License or state certification by fraud, misrepresentation, concealment or through inadvertence or mistake;

(d) has been convicted of, or forfeited bond upon a charge of, or plead guilty to, forgery, larceny, extortion, conspiracy to defraud, willful failure to make required payment or reports to any tribal, state or United States governmental agency at any level, or knowingly filing false reports therewith, or of any similar offense or offenses, or of bribing or otherwise unlawfully influencing a public official or employee of a Tribe, State or the Federal government, or of any offense involving any unlawful gaming activity or physical harm to individuals or moral turpitude;

(e) makes misrepresentation of, or fails to disclose a material fact to the State, Commission, or the Agency;

(f) fails to prove, by clear and convincing evidence, that he, she or it is qualified in accordance with the provisions of this Section;

(g) is subject to current prosecution or pending charges, or a conviction which is under appeal for any offenses referenced in Code Section 9.2(d);

(h) had a gaming License issued by any tribe or state in the United States revoked or denied;

(i) has demonstrated a willful disregard for compliance with gaming regulatory authority in any jurisdiction, including suspension, revocation, denial of application or forfeiture of License;

(j) has pursued or is pursuing economic gain in an occupational manner or context which is in violation of the criminal laws of any tribe, state or the federal government if such pursuit creates reasonable cause to believe that the participation of such person in gaming or related activities would be detrimental to the proper operation of any authorized gaming or related activity. For the purpose of this paragraph, occupational manner or context shall be defined as the systematic planning, administration, management or execution of an activity for financial gain;

(k) is a career criminal offender or is a member of organized crime or an associate of a career criminal offender or member of organized crime in such a manner which creates probable cause to believe that the association is of such a nature as to be detrimental to the proper operation of the authorized gaming or related activities. For the purposes of this paragraph, career criminal offender shall be defined as any person whose criminal convictions and/or behavior is pursued in an occupational manner or context for the purpose of economic gain utilizing such methods which have been deemed criminal violations of any tribal, federal or state law. Organized crime shall be defined as any group of persons who operate together as criminal offenders;

(l) is a person whose prior activities, criminal record, if any, reputation, habits and associations pose a threat to the public interests of the Community or to the effective regulation and control of Gaming, or creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and activities in the conduct of Gaming, or the carrying on of the business and financial arrangements incidental thereto; or

(m) refuses to provide, without reasonable justification, any information to, or refuses to cooperate with, the Commission, the Executive Director, Gaming Agents, or any other staff as may be employed by the Agency, during the course of their official duties ensuring compliance with the provisions of the Act, the Compact, this Code, and the Rules.

9.3 License Requirements. In compliance with Section 11(b)(2)(F) of the Act, 25 U.S.C. § 2710(b)(2)(F), the following individuals and entities shall be subject to the background investigation and licensing requirements of this Code and, in the case of any person, firm or corporation involved in the conduct of Class III Gaming, the Compact:

(a) each Gaming Employee,

(b) each Key Employee,

(c) each Primary Management Official;

(d) each Gaming Management Contractor and each Principal thereof,

(e) each Distributor and Manufacturer,

(f) each Gaming Facility,

(g) each provider of a Gaming Service, and

(h) each person, firm or corporation providing financing for any Gaming Operation, Gaming Facility or any part thereof.

9.4 The Community shall notify the State Gaming Agency and the National Indian Gaming Commission of the results of any licensing process in accordance with the Compact and such regulations or procedures as the National Indian Gaming Commission may establish.

9.5 Application Requirements.

9.5.1 Each application for any category of License must be submitted to the Agency on forms provided by the Agency, and must be accompanied by the required fee, as set forth in Section 9.6.6 hereof, and by such supporting information as the Agency shall prescribe by regulation.

9.5.2 Each applicant for a vendor's License shall be accompanied by a certificate of sponsorship from the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator which certificate shall state that the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator wishes to engage the applicant for certain services, and intends to do so upon the issuance of an appropriate License.

9.5.3 Each application for a Management Contractor's License, a vendor's License, or in the case of an individual who is not an enrolled member of the Community, for Gaming Employee's License, shall also be submitted to the appropriate State Gaming Agency, together with applicable fees, for state certification if required. In addition, the applications of, and reports concerning the background reports of Key Employees or Primary Management Officials engaged by, or applying for engagement

by the Management Contractor shall be submitted to the National Indian Gaming Commission for further review and action, prior to the applicant's receiving final action from the Agency.

9.5.4 In connection with the application, the applicant shall consent in writing, on a form provided by the Agency, to the release of any information that may be relevant to the Agency's inquiry into the applicant's background from any Person. The form will clearly state that any and all information obtained by the Agency in the course of reviewing a licensing application shall remain confidential, and shall not be released by the Agency to any other person or agency without the applicant's written consent, except in the following circumstances:

(a) such information is required by the Compact to be disclosed to the National Indian Gaming Commission;

(b) such information is required by the Compact to be disclosed to the State Gaming Agency; or

(c) such information is ordered to be disclosed by judicial subpoena or court order for use in a judicial proceeding in which the applicant is a party. The Agency shall be bound by the terms of such consent form.

9.6 General Provisions of Licenses.

9.6.1 Each License issued by the Agency shall expire (subject to renewal) not later than one year after the date of its issuance. Such License may be renewed for subsequent one year periods upon proper application therefore, on forms specified by the Agency, but no License shall have any vested right to renewal.

9.6.2 If, under the Compact, a State certification is required by a prospective Licensee, the Agency may not authorize issue a License to such prospective Licensee until State certification is approved.

9.6.3 After a License has been issued, the Agency may, at any time, at the expense of the Licensee, conduct such background or other investigation as it may deem appropriate with respect to the Licensee. If such subsequent investigation discloses information that would have made the Licensee ineligible for the License if such information had been known prior to the issuance of the License, the Agency shall revoke the License in accordance with this Section 9.22 of this Code.

9.6.4 If, after the issuance of a License, an event occurs that would have made the Licensee ineligible for the License if such event had occurred prior to the issuance of the License, the Agency shall revoke the License in accordance with this Section 9.22 of this Code.

9.6.5 If, after the issuance of a License to a Licensee who is obligated to obtain a State certification under the Compact, the State certification is revoked, the Agency shall revoke the License in accordance with this Section 9.22 of this Code.

9.6.6 Applicants for Licenses or for renewal of Licenses must be accompanied by nonrefundable fees for the following categories of Licenses: (1) new employees; (2) employee renewal; (3) new vendors; (4) renewal vendors; (5) fingerprints reprints; and (6) badge duplication / replacement. Such fees shall be set by the Agency with the approval of the Commission and shall be assessed to represent the reasonable cost to the Agency for processing such applications.

9.6.7 If the Agency determines, on the basis of the background investigation and such other information as it may obtain, that an applicant is qualified for a License, the Agency may, but shall not be required to, issue such License. The Agency, at its sole discretion, may impose any qualifications to such License it deems appropriate, or may refuse to issue such License despite an applicant's qualifications.

9.6.8 Prior to issuing a permanent License to a Gaming Employee, a Key Employee, a Primary Management Official, Management Contractor or a Principal of a Management Contractor, the Agency shall forward the results of the background investigation to the National Indian Gaming Commission in such form as shall be required by the National Indian Gaming Commission, in accordance with such regulations or procedures as the National Indian Gaming Commission may establish. The Agency shall consider any objections of the National Indian Gaming Commission in determining whether to issue the requested License.

9.7 Licensure of Gaming Facilities. No Gaming shall take place at any Gaming Facility unless such Gaming Facility has a current License issued by the Commission for the conduct of such Gaming at such Gaming Facility on the Reservation. A separate License shall be issued for each Gaming Facility; such License shall specify whether Class II Gaming, Class III Gaming or both is permitted to be conducted therein.

9.7.1 No License shall be issued to any Gaming Facility unless:

(a) the floor plans and surveillance systems for such Gaming Facility have been reviewed and approved by the Agency, and

(b) the Agency has issued a certificate of compliance with respect to the Gaming Facility's floor plan.

(c) Each Gaming Facility License issued by the Agency shall have a primary term of one year. Such License may be renewed for subsequent periods of one year upon proper application therefore, on forms provided by the Commission.

9.8 Licensure of Management Contractors. No person, firm or corporation shall act as a Management Contractor unless such Management Contractor has a current License issued by the Agency. For each Management Contract, a background investigation shall be conducted of:

(a) each Person with management responsibility for a Management Contract;

(b) each Person who is a director of a corporation that is a party to a Management Contract;

(c) the ten (10) Persons who have the greatest direct or indirect financial interest in a Management Contract;

(d) any entity with a financial interest in a Management Contract; and

(e) any other person with a direct or indirect financial interest in a Management Contract otherwise designated by the NIGC.

9.8.1 For each natural person identified above, the management contractor shall provide the following information:

(a) full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, and gender;

(b) a current photograph, driver's license number, and a list of all languages spoken or written;

(c) business and employment positions held, and business and residence addresses currently and for the previous ten (10) years, the city, state and country of residence from age eighteen (18) to the present;

(d) the names and current addresses of at least three (3) personal references, including one (1) personal reference who was acquainted with the person at each different residence location for the past five (5) years;

(e) current business and residence telephone numbers;

(f) a description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;

(g) a description of any previous and existing business relationships with the gaming industry generally, including ownership interests in those businesses;

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

(i) for each gaming offense and for each felony for which there is an ongoing prosecution or a conviction, the name and address of the court involved, the charge, and the dates of the charge and the disposition;

(j) for each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations) within ten (10) years of the date of the application. The name and address of the court involved, and the dates of the prosecution and the disposition;

(k) a complete financial statement showing all sources of income for the previous three (3) years, and assets, liabilities, and net worth as of the date of the submission; and

(l) for each criminal charge (excluding minor traffic charges) regardless of whether or not it resulted in a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to paragraphs (i) and (j) of this Section, the name and address of the court involved, the criminal charge, and the dates of the charge and the disposition.

(m) Fingerprints for each person for whom background is provided under this Section.

9.8.2 Each person with a direct or indirect financial interest in a Management Contract or management responsibility for a Management Contract shall respond within thirty (30) days to written or oral questions submitted by the NIGC.

9.8.3 The following notices shall be placed on the application form for a License before that form is filled out by any applicant for a License for a Management Contract: "In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information in this Section is authorized by 25 U.S.C. §§ 2701 *et seq.* The purpose of the requested information is to determine the suitability of individuals with a financial interest in, or having Management Contractor responsibility pursuant to a Management Contract. The information will be used by National Indian Gaming Commission members and staff and Indian tribal officials who have need for the information in the performance of their official duties. The information may be disclosed to appropriate federal, tribal, state, or foreign law enforcement and regulatory agencies

in connection with a background investigation or when relevant to civil, criminal or regulatory investigations or prosecutions or investigations of activities while associated with a gaming operation. Failure to consent to the disclosures indicated in this statement will mean that the Chairman of the National Indian Gaming Commission will be unable to approve the contract in which the person has a financial interest or management responsibility.

The disclosure of a person's Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing the information provided.

A false statement knowingly and willfully provided in any of the information pursuant to this Section may be grounds for not approving the contract in which an applicant has a financial interest or management responsibility, or for disapproving or voiding such contract after it is approved by the Chairman of the NIGC. Also, an applicant may be punished by fine or imprisonment. (U.S. Code, Title 18, Section 1001.)"

9.8.4 For each entity identified in this Section, the Management Contractor shall provide to NIGC the following:

(a) each of the ten (10) largest beneficiaries and the trustees when the entity is a trust;

(b) each of the ten (10) largest partners when the entity is a partnership, and

(c) each person who is a director or who is one of the ten (10) largest shareholders of the issued and outstanding stock alone or in combination with another stockholder who is a spouse, parent, child or sibling when the entity is a corporation.

(d) The required information: (i) in paragraph 9.8.1(a) of this Section for each individual identified in subsection 9.3 of this Section; (ii) copies of documents establishing the existence of the entity, such as the partnership agreement, the trust agreement, or the articles of incorporation; (iii) copies of documents designating the person who is charged with acting on behalf of the entity; (iv) copies of bylaws or other documents that provide day-to-day operating rules for the organization; (v) a description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses; (vi) a description of any existing and previous business relationships with the gaming industry generally, including ownership interest in those business; (vii) the name and address of any licensing or regulatory agency with which the entity has filed an application for a License or permit relating to gaming, whether or not such License or permit is granted; (viii) for each gaming offense and for each felony for which there is an ongoing prosecution or a conviction, the name and address of the court involved, the charge, and the dates of the charge and disposition; (ix) for each misdemeanor conviction or ongoing misdemeanor prosecution within ten (10) years of the date of the application, the name and address of the court involved, and the dates of the prosecution and disposition; (x) complete financial statements for the previous three (3) fiscal years; and (xi) for each criminal charge (excluding minor traffic charges) whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to

paragraph 9.8.1(i) and (j) of this Section, the criminal charge, the name and address of the court involved and the dates of the charge and disposition.

9.8.5 Each entity with a direct or indirect financial interest in a Management Contract shall respond within thirty (30) days to written or oral questions submitted by the Chairman.

9.8.6 Each entity required to submit information under this Section shall sign and submit the following statement: "A false statement knowingly and willfully provided in any of the information pursuant to this Section may be grounds for not approving the contract in which we have a financial interest; or for disapproving or voiding such contract after it is approved by the Chairman of the National Indian Gaming Commission. Also, we may be punished by fine or imprisonment (U.S. Code, Title 18, Section 1001)."

9.9 Licensure of Gaming Employees, Key Employees and Primary Management Officials. No person shall be employed as a Gaming Employee, a Key Employee or a Primary Management Official unless such person has a current License issued by the Agency. Individuals so licensed shall wear a unique tribal identification credential, as issued by the Agency, at all times while on duty in the Gaming Facility.

9.9.1 The following notices shall be placed on the application form for a License before that form is filled out by any applicant for a License for a Gaming Employee, a Primary Management Official or a Key Employee:

> "In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 § U.S.C. 2701 et seq. The purpose of the request

information is to determine the eligibility of individuals to be employed in a gaming operation. The information will be used by National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the National Indian Gaming Commission in connection with the hiring or firing of an employee, the issuance or revocation of a gaming License, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to hire you in a primary management official or key employee position.

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

A false statement or any part or your application may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by fine or imprisonment. (U.S. Code, Title 18, Section 1001.)"

9.9.2 The Agency shall notify all applicants for a Management Contractor's or Gaming Employee's License for a position of Key Employee or Primary Management Official that upon temporary issuance of a License to the applicant, the Agency must, within sixty (60) calendar days, give notice thereof to the National Indian Gaming

Commission. In the event the Agency receives, information from the NIGC that such Primary Management Official or Key Employee does not meet the standards established in the Act for issuance of such a License, the Agency shall immediately suspend such License and give notice thereof to the Licensee. In such circumstances, the Licensee may, after receiving notice of the suspension, request that the Commission reconsider the Agency's actions. Upon such request for consideration, the Commission shall review the information of the NIGC, and shall also consider such oral statement(s) or written documentation as the Licensee may present to the Commission at the time and place designated by the Commission. Within fifteen (15) calendar days of receipt of such statement(s) or documentation, or the Licensee's request for reconsideration, whichever is later, the Commission shall issue a written decision. If the Commission's decision is adverse, then the Licensee may appeal the License suspension, revocation, or denial pursuant to Section 9 of this Code within thirty (30) calendar days of receiving notice thereof.

9.9.3 In the case of an application for a Gaming Employee's License concerning the position for Key Personnel or Primary Management Official, the Agency shall submit the following to NIGC:

(a) a completed application for a License,

(b) a report on the background investigation undertaken by the Agency concerning the applicant; and

(c) a determination that the applicant is suitable to assume his/her duties in that the applicant poses no threat to the public interest or to the effective

regulation of gaming, and does not create or enhance dangers of unsuitable, unfair or illegal practices and methods and activities in the conduct of gaming.

9.9.4 The completed License application shall be submitted to the NIGC when a Key Employee or Primary Management Official begins work under a temporary License. Such other documentation as required by section 9.9.3(b) and (c) shall be shall be submitted no later than sixty (60) days after a Key Employee or Primary Management Official begins work. A Gaming Operator shall not employ a Key Employee or Primary Management Official who does not have a license after ninety (90) days. The report on the background investigation undertaken by the Agency shall detail:

(a) the steps taken in conducting the background investigation,

(b) the results obtained,

(c) the conclusions reached, and

(d) the bases for those conclusions.

9.9.5 In the event a Gaming Employee's License is not issued to an applicant for a Key Employee or Primary Management Official position, the Agency shall notify the NIGC and shall forward its eligibility determination and investigative report to the NIGC for inclusion in the Indian Gaming Individuals Records System. The Agency shall retain applications for employment and reports of background investigations for inspection by the Chairman of the NIGC or his/her designee for no less than three (3) years from the date of termination of employment.

9.10 Licensure of Financiers. Any third-party financing extended or guaranteed for the Gaming Operation and Gaming Facilities shall be disclosed to the State Gaming Agency and persons or entities extending such financing shall be required to be

licensed by the Agency and annually certified by the State Gaming Agency, unless said person or entity is an agency of the United States or a lending institution licensed and regulated by the State or the United States.

9.11 Non-Gaming Employees. All persons who are not Gaming Employees but work at any facility where Gaming occurs or is supervised or administered, must obtain a non-gaming License from the Agency before commencing employment. Such non-gaming License may be issued upon a determination by the Agency that the employee is not a threat to the effective regulation of Gaming and creates no risk or enhances no danger of unfair or illegal practices, methods or activities in the conduct of Gaming. Individuals so designated shall wear a unique tribal identification credential, as issued by the Agency, at all times while on duty. All applicants for a License shall provide such information as the Agency shall require.

9.12 Licensure of Distributors. No Person, firm or corporation shall distribute Gaming Devices, or component parts thereof, used or to be used in a Gaming Operation unless such Distributor has a current License issued by the Agency.

9.13 Licensure of Manufacturers. No Person, firm or corporation shall use any Gambling Device, or component part thereof, in a Gaming Operation unless the manufacturer of such Gaming Device, or component part thereof, had a current License issued by the Agency at the time of the installation of such Gaming Device, or component party.

9.14 Licensure of Providers of Gaming Services. No Person, firm or corporation shall purchase any Gaming Service, or enter into a contract, agreement, understanding, or any arrangement whatsoever, for the purchase of any Gaming

Service, unless the provider of such Gaming Service has a current License issued by the Agency.

9.15 Background Investigations. The Agency shall conduct, or cause to be conducted, background investigation of all License applicants. The Agency shall subject every applicant for a License to a thorough background investigation, and such investigations shall be updated upon application for a renewal of such License, and at such other times as the Agency may determine to be appropriate. Such background investigations shall be performed according to an investigative system, regularly updated and improved, that will comply with the requirements of the Act, the Compact, this Code, and the Rules. Such investigative system may include review of records of all available tribal, state and federal law enforcement agencies, resources of the NIGC, communications with other Indian tribes engaged in gaming activities, and any other sources of information accessible to the Agency for this purpose. The Agency shall maintain files that shall contain all information acquired in the course of its background investigation of License applicants. Such information and files shall be secured in such a way that the identities of confidential informants and the information itself will be protected from inadvertent disclosure so as to comply with the applicable provisions of federal statutes protecting individual privacy. All applicants will be notified of their rights under the Federal Privacy Act as specified in 23 C.F.R. Part 556.

9.16 Procedures for Background Investigations. The procedures to be followed by the Agency for conducting the background investigations and suitability determinations for applicants and licensees are as follows:

(a) only the Agency is responsible for the conduct of the background investigations and suitability determinations,

(b) there shall be written operating procedures for investigations maintained by the Agency, which at a minimum shall include the following: (i) verification in writing of all information submitted by the applicant, (ii) inquiry into the applicant's prior activities, criminal record, if any, and reputation, habits, and associations; interview by telephone or meeting of a sufficient number of knowledgeable people such as former employers, personal references, and others identified on his/her application; exchange of information with all appropriate agencies, and (iii) identification of, and documentation of, all potential problem areas and/or disqualifying information, and written disposition of all inquiries into such matters.

9.17 Information Required of Applicant. The Agency shall request all of the following information from each applicant:

(a) full name, other names used (oral or written), social security number(s) and/or tax identification number, birth date, place of birth, citizenship, gender, all languages (spoken or written);

(b) currently and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and drivers' license numbers;

(c) the names and current addresses for at least three (3) personal references, including one (1) personal reference who was acquainted with the applicant during each period of residence listed currently and for the previous five (5) years;

(d) current business and residence telephone numbers;

(e) a description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;

(f) a description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;

(g) the name and address of any licensing or regulatory agency with which the person has filed an application for a License or permit related to gaming, whether or not such License or permit was granted, and all disciplinary actions taken against the applicant by any federal, state or tribal gaming agency, and by any professional, licensing or regulatory body or entity ever having jurisdiction over the applicant's professional or business activities, whether related to gaming or not;

(h) for each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition, if any;

(i) for each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic charges), within ten (10) years of the date of the application, the name and address of the court involved and the date and disposition;

(j) for each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within ten (10) years of the date of the application and is not otherwise listed pursuant to clause (h) or (i), the criminal charge, the name and address of the court involved and the date and disposition;

(k) the name and address of any licensing or regulatory agency with which the person has filed an application for an occupational License or permit, whether or not such License or permit was granted;

(l) a current photograph;

(m) the applicant's complete and current financial disclosure statement;

(n) any other information the Agency deems relevant; and

(o) fingerprints consistent with procedures adopted by the Agency according to 25 C.F.R. Section 522.2 (h).

(p) Applicants shall be advised that the information submitted with their applications shall be checked and verified with independent sources pursuant to internal security and operational procedures established by the Agency. Submission of such applications shall be considered agreement by any applicant that such independent verification can and shall be conducted by the Agency. In conducting a background investigation, the Agency shall keep confidential the identity of each person interviewed in the course of the investigation.

9.18 License Denial. The Agency shall not issue any License to individuals or entities required to be licensed under the Code should the Agency determine that said individual or entity fails to meet the suitability requirements referenced in this Section 9. Individuals or entities denied issuance of a License pursuant to this Section 9 shall have a right to request a hearing before the Commission pursuant to Section 9.23. In the event an application is denied, the Agency shall inform the applicant by notice sent by registered or certified mail, return receipt requested, and, if it is a Class III application, shall inform the State Gaming Agency, giving the reasons and substantiating documentation for its decision. The applicant may appeal such decision to the Commission, within thirty (30) calendar days of the denial of such application, except that, in the event the Management Contractor, or in the absence of a Management

Contractor, the Gaming Facility Operator withdraws its Certificate of Sponsorship for such applicant, there will be no right of appeal.

9.19 Notice of Concern. In the event that the Commission or the Agency obtains information that the Management Contractor, or in the absence of the Management Contractor the Gaming Facility Operator, may have breached any provision of this Code or the Compact the Agency shall issue a Notice of Concern to the Management Contractor. The Notice of Concern shall include the following:

(a) A detailed description of the alleged breach,

(b) A time certain for the Management Contractor, or in the absence of the Management Contractor the Gaming Facility Operator, to complete the steps outlined for cure of the alleged breach,

(c) A provision for the Management Contractor, or in the absence of the Management Contractor the Gaming Facility Operator, an opportunity to meet with the Agency's Executive Director to review and discuss the steps taken by the Management Contractor to correct the alleged breach.

(d) The Management Contractor's, or in the absence of the Management Contractor the Gaming Facility Operator, completion of the steps outlined by the Notice of Concern shall constitute a cure of all alleged breaches contained in the Notice of Concern.

9.20. Notice of Violation.

9.20.1 In the event that the Commission or the Agency obtains information that a breach of the Act, the Compact, this Code, or the Rules has occurred, or that a Licensee has failed to complete or refused to complete the steps outlined in a

Notice of Concern the Agency shall have authority to issue a Notice of Violation. The Notice of Violation shall be submitted to the licensee, the Management Contractor, or in the absence of the Management Contractor the Gaming Facility Operator, and the Commission. The Agency may also request penalty consideration pursuant to Section 13 of this Code. A Notice of Violation shall contain the following:

(a) a citation to the Act, the Compact, this Code, the Rules, that has been or is being violated;

(b) a description of the circumstances surrounding the violation, set forth in common and concise language;

(c) the action(s) which must be taken to correct the violation;

(d) notice that the violation must be corrected within a time deemed appropriate by the Agency from receipt of the notice, or if contested, explained in writing within fifteen (15) calendar days of the Agency's determination on the matter;

(e) notice of the civil fine or other enforcement action that will or could be imposed if the violation is not corrected;

(f) notice that a written response to the notice of violation must be submitted to and received by the Agency within fifteen (15) calendar days of the receipt of the notice of violation; and

(g) notice that the Notice of Violation shall be the written decision of the Agency in the event that no written response to the Notice of Violation is submitted to the Agency within the time provided in this Section.

9.20.2 In the event the violation is not corrected or a written response to the Notice of Violation is not made within fifteen (15) calendar days following receipt of the Notice of Violation, the Agency may take one or more of the following actions: (i) recommend that the Commission suspend or revoke the License of the person or entity to whom the Notice of Violation was directed, (ii) assess a civil penalty in accordance with the provisions of this Code, and/or (iii) forcibly remove the violator from the Gaming Facility.

9.20.3 Each person or entity to whom a Notice of Violation is issued shall submit a written response to the Agency within fifteen (15) calendar days of the receipt of the Notice of Violation, together with any additional information the person believes that the Agency should consider. Upon receipt of the written response, the Agency shall issue a written decision within fifteen (15) calendar days, and shall mail such decision to the Person or entity who is the subject of the Notice of Violation by certified or registered mail, return receipt requested. In the event of an adverse decision from the Agency, the party responding to the Notice of Violation may, within thirty (30) calendar days, appeal the matter to the consideration of the Commission. In the event of an adverse decision from the Commission, the party responding to a Notice of Violation may appeal the matter to the Tribal Court. In such instance, the Court's power of review shall be limited to issues of due process, and the Tribal Court shall not review any determination regarding the merits or correctness of the underlying administrative decision. The Tribal Court shall hear the appeal within ten (10) days, excluding weekends and holidays, and shall render a written decision within ten (10) days, excluding weekends and holidays, after the hearing.

9.21 Investigations of Complaints. The Agency shall review and consider all complaints alleging a violation of the terms of the Act, the Compact, this Code, the Rules, and in its discretion investigate whether such violation may exist. The Agency shall investigate any reports that the Gaming Facility is not being properly maintained in accordance with the terms of any License or does not adequately protect the health, safety and welfare of the employees or patrons.

The Agency shall give written notice of, and provide a copy of, the complaint directly to the Licensee and to the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator, or by mailing such notice and complaint by certified or registered mail, return receipt requested. The Licensee shall file with the Agency a written reply to the complaint within fifteen (15) calendar days of receipt of the notice and complaint.

9.22 Suspension or Revocation of Licenses. Any License issued by the Agency under this Code shall constitute a revocable privilege to conduct the licensed activity and shall not create a right in the Licensee to conduct that activity. Any such License may be suspended or revoked by the Agency for breach of any of the provisions of the Act, the Compact, this Code, and the Rules, upon hearing before the Commission after prior notice to the Licensee and the Management Contractor. The Licensee, his or its attorney and any person affected by the License shall have the right to be present at any hearing conducted in accordance with this clause and to offer sworn oral or documentary evidence relevant to the alleged violation. A License may be summarily suspended if the continued licensing of a person or entity constitutes an

immediate threat to the public health, safety or welfare. The Agency shall provide copies of any License suspension/ revocation appeal to the Commission.

9.23 Right of Appeal.

A Person contesting any finding of the Commission pursuant to Section 9 of this Code, shall have the right to appeal such finding by filing for an appeal before the Commission.

9.24 Appeal Procedures.

9.24.1. Any such appeal must be filed by such affected Person ("Appellant") with the Agency in writing on or before the tenth (10th) day following receipt of the written findings of the Agency.

9.24.2 The Appellant, his or its attorney and any person affected by the License shall have the right to be present at an appeal conducted in accordance with this Section.

9.24.3 The Commission shall afford an Appellant an opportunity for a hearing in accordance with the terms of this Code, and the Rules and regulations promulgated thereunder.

9.24.4 The Commission shall afford an Appellant the opportunity for a hearing prior to taking final action resulting in the revocation of the License or the imposition of any penalties which the Commission is authorized to impose pursuant to this Code, and the Rules and regulations promulgated thereunder.

9.24.5 Nothing in this Section shall limit the Commission's authority to issue a temporary order without a hearing pursuant to Section 6.of this Code.

9.25 Notice of Hearing.

9.25.1 The Commission shall provide written notice to the Appellant of the hearing at least ten (10) business days, excluding weekends and holidays, prior to the date set for the hearing. The day the Appellant receives the notice shall be considered a full day's notice under this Section. The notice shall be sent by registered or certified mail, or may be personally served upon the Appellant. The notice shall state the date, time and place of the hearing. The notice shall also contain an indication of the action(s) being considered by the Commission, including, but not limited to:

(a) whether the Commission is holding the hearing for the purpose of obtaining further information from the Appellant;

(b) whether the Commission will be considering the grant or denial of the License Application;

(c) whether the Commission will be examining any alleged violations of the Code, the Compact, the Act, the conditions of any License issued by the Commission, any order by the Commission; or

(d) whether any other sanctions or penalties will be considered.

9.26 Appearance through Counsel.

9.26.1 Parties to all hearings governed by this Chapter may appear personally or through an attorney, except that a party must personally attend any hearing on the merits unless his attendance has been waived, in writing, by the Commission.

9.26.2 When a party has appeared through an attorney, service of all notices, motions, orders, decisions and other papers shall thereafter be made upon the attorney, unless the party requests otherwise in writing.

9.26.3 When a party is represented by an attorney, the attorney shall sign all motions, notices, requests, and other papers on behalf of the party, including a request for subpoenas.

9.27 Discovery Procedures for Enforcement Hearings.

9.27.1 The Commission and/or the Commission's legal counsel and the Appellant shall exchange a list of persons that each party intends to call as witnesses no later than five (5) days, excluding weekends and holidays, before a scheduled enforcement hearing. The day the list is received shall be considered a full day's notice under this Section. Each witness shall be identified by name, if known, position, and business address. If no business address is available, a home address for the witness shall be provided. Any witness not identified in accordance with this Section may be prohibited from testifying at a hearing in the Commission's discretion.

9.27.2 The Commission and/or the Commission's legal counsel, the Agency, and the Appellant shall exchange a copy of all documents or tangible things that they intend to offer as evidence in support of each party's case in chief. This exchange shall be made to the opposing party no later than five (5) days, excluding weekends and holidays, before a scheduled enforcement hearing. The day the documents are received shall be considered a full day's notice under this Section. Failure to make available any document or tangible thing in accordance with this Section may, in the Commission's discretion, be grounds to deny the admission into evidence of such document or tangible thing.

9.28 Confidential Materials.

All information, documents, testimony, and other evidence pertaining to a Commission hearing is confidential subject only to disclosure according to the Act, Code, Compact, the Rules, or applicable court or administrative order.

9.29 Hearing Procedures.

9.29.1 The Chair of the Commission, or in the absence of the Chair another Commission member as designated by the Commission, shall preside over all hearings, and shall call the proceedings to order, control the presentation of evidence, the appearance of witnesses, and the order of the proceedings.

9.29.2 The Commission may require any person, including, but not limited to, any Applicant or Licensee, or any agent, employee or representative of any Applicant or Licensee, to appear and testify before it with regard to any matter within its jurisdiction at such time and place as it may designate. Such testimony shall be under oath and may include any matters which the Commission deems relevant to the discharge of the Commission's official duties. Testimony shall be recorded providing a full, verbatim transcript of the proceedings, and may be used by the Commission as evidence in any proceeding or matter before the Commission.

9.29.3 Any party to the hearing may call and examine witnesses. The Commission shall exercise its discretion to limit the testimony of witnesses where that testimony is argumentative or repetitive.

9.29.4 The Commission shall have the authority to eject from the hearings any person who is disruptive, disorderly, or who shows a lack of proper respect for the Commission or the nature of the proceedings.

9.29.5 Persons shall be permitted to speak only when recognized by the presiding hearing chairperson.

9.29.6 Any member of the Commission may ask questions of witnesses, and may request or allow additional evidence at any time.

9.29.7 The Applicant or Licensee or their representatives may conduct cross-examinations reasonably required for a full and true disclosure of the facts.

9.29.8 In any hearing involving employees or agents of the Management Contractor, or in the absence of a Management Contractor, the Gaming Facility Operator, they may be present and may offer such testimony, evidence or argument concerning the matters at issue as they may deem appropriate.

9.29.9 The Commission, in its discretion, has the power to sequester witnesses.

9.30 Evidence

9.30.1 In hearings governed by this provision, the Commission shall not be bound by technical rules relating to evidence and witnesses. The Commission shall admit all testimony that is relevant, material and which has reasonable probative value, but shall exclude immaterial, irrelevant or unduly repetitious testimony. The Commission shall give effect to the rules of privilege unless such privilege is waived. Basic principles of relevancy, materiality and probative force shall govern the proof of all questions of fact. Objections to evidentiary offers and offers of proof of evidence not admitted may be made and shall be noted in the record.

9.30.2 All evidence, including records and documents in the possession of the Commission or which the Commission desires to avail itself, shall be duly offered

and made a part of the record in the case. Every party shall be afforded adequate opportunity to rebut or offer countervailing evidence.

9.30.3 The Commission may take official notice of any generally recognized fact or any established technical or scientific fact; but parties shall be notified either before or during the hearing or by full reference in preliminary reports or otherwise, of the facts so noticed, and they shall be afforded an opportunity to contest the validity of the official notice.

9.30.4 Documentary evidence may be received in the form of copies or excerpts, if the original is not readily available. Upon request, parties shall be given an opportunity to compare the copy to the original.

9.30.5 The record in a hearing governed by this Code shall include:

(a) All Applications, intermediate rulings and exhibits and appendices thereto.

(b) Evidence received or reviewed, stipulations and admissions, including but not limited to confidential evidence received pursuant to the confidential materials provision of this Code.

(c) A statement of matters officially noticed.

(d) Questions and offers of proof, objections, and rulings thereon.

(e) Any decision, opinion, findings or report by the Commission.

(f) A transcript of the hearing.

9.31 <u>Determinations by the Commission</u>.

9.31.1 The Commission shall make all determinations of issues before it by a majority vote of the Commission.

9.31.2 All determinations made by the Commission involving the grant, denial, cancellation or revocation of a License, a finding of a violation of this Code, the Rules, the Compact, IGRA, the conditions of any License issued by the Commission, any order by the Commission, and the imposition of any sanctions or penalties shall be made by motion and on the record.

9.31.3 A copy of any resolution reached pursuant to this Section shall be served upon the Applicant or Licensee by registered or certified mail, or may be served personally.

9.32 Sanctions.

9.32.1 If any party or its attorney fails to comply with any provision of this Code, the Rules and Regulations developed by the Commission pursuant to the Code, the Compact, the Act, the conditions of any License issued by the Commission, or any order by the Commission, the Commission, upon motion or upon its own initiative, may in its discretion impose upon such party appropriate sanctions in regard to the failure(s) as are just, including, but not limited to, the following:

(a) An order prohibiting the use of any witness, document or tangible thing which should have been disclosed, produced, exhibited or exchanged pursuant to these Rules or any order of the Commission;

(b) An order that such party may not support or oppose designated claims or defenses;

(c) An order striking any pleadings or parts thereof, or staying further proceedings or dismissing the proceeding or any part thereof, or entering a judgment by default against such party;

(d) A finding against such party; or

(e) Any sanction otherwise set forth in this Code.

9.32.2 Appeal to Tribal Court.

Subject to the burden of proof set forth in Section 9.1 of this Code, decisions of the Commission to affirm the denial, suspension or revocation of a License pursuant to this Section 9 may be appealed to the Tribal Court of the Community by the aggrieved Person by written notice submitted to the Tribal Court and Commission within ten (10) days following receipt of the notice of the Commission's decision.

9.33 Procedure.

The Tribal Court shall schedule a hearing no sooner than twenty (20) days after nor later than thirty (30) days from the date the notice of appeal is filed and shall provide written notice of the hearing to the parties. The parties shall submit any written statements and any supporting evidence to the Court and the opposing party at least seven (7) days prior to the scheduled Court hearing.

9.34 Review.

The Court's power of review shall be limited to issues of due process, and shall Not entail any determination regarding the merits or correctness of the underlying administrative decision. In all appeals before the Tribal Court, there shall be deference given by the Tribal Court to the determination of the Commission as the body charged with the responsibility of interpreting its own regulations. In all cases, the standard on review shall be a preponderance of evidence.

9.35 Court Findings.

The Court shall issue its written decision within ten (10) days after the hearing. The decision of the Tribal Court shall be final.

9.36 Stay Pending Review.

The effectiveness of any action to suspend or revoke an existing License shall be stayed during any period of an appeal. However, a License may be summarily suspended by the Agency if the continued licensing of a person or entity constitutes an immediate threat to the public health, safety or welfare.

SECTION 10

STANDARDS OF OPERATION AND MANAGEMENT

10.1 Class II Gaming. The Commission shall adopt minimum standards for internal controls and rules of play for Class II Gaming in compliance with the Act, Compact, this Code and the Rules.

10.2 Class III Gaming. The Commission shall adopt minimum standards for internal controls and rules of play for Class III Gaming in compliance with the Act, the Compact, this Code and the Rules. In compliance with the then current Management Agreement (if any) the Commission shall allow the Management Contractor to review and participate in the drafting of the minimum standards for internal controls prior to the adoption of the minimum standards for internal controls.

10.3 Internal Controls. The Internal controls shall include the plan of organization and all of the coordinate methods and measures adopted within a Gaming Operation to safeguard its assets, check the accuracy and reliability of its accounting data, promote operational efficiency and encourage adherence to prescribed

managerial policies. Generally, internal controls shall include a system of accounting controls and a system of administrative controls. The initial technical standards for Electronic Games of Chance shall be those set forth as Appendix "A" of the Compact.

10.4 Annual Audit. In compliance with Section 11 (b) (2) (C) and (D) of the Act, 25 U.S.C. § 2710 (b) (2) (C) and (D), each Gaming Operation shall be subject to an audit by independent certified public accountants engaged by and reporting to the Community Council, licensed in the appropriate State, having in-depth knowledge of, and experience with, the accounting standards and auditing procedures appropriate for the Gaming industry. This audit shall be performed not less than annually, and copies of the annual audit shall be provided to the Commission, State Gaming Agency, the Agency and to the National Indian Gaming Commission. Such independent certified public accountant shall submit an audit report expressing an unqualified or qualified opinion or, if appropriate, disclaim any opinion on the financial statement taken as a whole in accordance with generally accepted auditing standards published by the American Institute of Certified Public Accountants. The examination and audit shall disclose whether the accounts, records and internal controls and accounting procedures maintained by the licensed Gaming Facility are as required by the Act, the Compact, this Code and the Rules. All contracts for supplies, services or concessions for a contract amount in excess of $25,000 annually (except contracts for professional legal or accounting services) relating to Gaming shall be subject to such audits. Pursuant to Section 12(g) of the Compact, the annual audit shall also report the Community's Class III Net Win, as defined in the Compact, and shall include or be supplemented by an

attestation by the auditor that Class III Net Win is accurately reported consistent with the terms of Appendix I to the Compact.

10.5 Additional Information. The Agency may, when it deems necessary, request additional information from either the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator, or the independent accountant, regarding the financial statement, the audit or both. In addition, copies of all letters from the independent accountant to the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator, regarding internal control matters shall be provided to the Agency within thirty (30) calendar days after receipt by the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator. Nothing herein shall limit the Community Council or the Agency to require such further internal, intermittent or other audits as may be deemed appropriate.

10.6 Facility Inspection. The Agency shall no less than monthly and at such other times as it believes is warranted, cause detailed inspections to be made of each licensed Gaming Facility to assure that such facility is being operated in accordance with the terms of the License and of the provisions of the Act, the Compact, this Code and the Rules, and that in all other respects the Gaming Facility's operation is in furtherance of the purpose of this Code.

10.7 Unsuitable Methods of Operation. No Licensee shall, in the course of involvement with Gaming Activities, undertake any conduct or commit any action that harms, or may harm the public health, safety, or general welfare of the Community, or that would impose or tend to impose discredit upon the Community or its Gaming

Operations and may be grounds for disciplinary action by the Agency in accordance with its Rules.

SECTION 11

PROHIBITED ACTS

11.1 It shall be a violation of this Code for any Person governed by this Code to:

(a) conduct or participate in any Gaming on the Reservation other than at a Gaming Facility;

(b) receive, distribute, apply or divert any property, funds, proceeds or other assets of a Gaming Operation to the benefit of any individual or any other person except as authorized by the Act, the Compact, this Code, the Rules or any other applicable law, statute or regulation;

(c) tamper with or manipulate any equipment used in the conduct of Gaming with the intent to cause any person to win or lose any wager other than in accordance with the publicly announced rules of the Gaming Operation;

(d) do any other act in connection with the conduct of Gaming with the intent to affect the outcome of any wager other than in accordance with the publicly announced rules of the Gaming Operation;

(e) alter or misrepresent the outcome or other event on which wagers have been made after the outcome is made sure but before it is revealed to the players;

(f) place, increase or decrease a bet or determine the course of play after acquiring knowledge, not available to all players, of the outcome of the game or any event that affects the outcome of the game or which is the subject of the bet, or aid

anyone in acquiring such knowledge for the purpose of placing, increasing or decreasing a bet or determining the course of play contingent upon that event or outcome;

(g) claim, collect or take, or attempt to claim, collect or take, money or anything of value made in or from a Gaming Device, with intent to defraud, without having made a wager thereon, or to claim, collect or take an amount greater than the amount won;

(h) place or increase a bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet, including past-posting and pressing bets;

(i) reduce the amount wagered or cancel the bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet, including pinching bets;

(j) manipulate, with the intent to cheat, any component of any Gaming Device in a manner contrary to the designed and normal operational purpose for the component, including but not limited to, manipulating the Gaming Device, with knowledge that the manipulation affects the outcome of the game or with knowledge of any event that affects the outcome of the game;

(k) use tokens other than those approved by the Commission or coin other than lawful, legal tender of the United States of America, or use a coin not of the same denomination as the coin intended to by used in the Gaming Device;

(l) possess, with the intent to use, any device to assist in projecting the outcome of the game, in keeping track of the cards played, in analyzing the probability of the occurrence of an event relating to the game;

(m) use any device or means to cheat, or possess any such device, at a Gaming Facility;

(n) entice or induce another to go to any place on the Reservation where Gaming is being conducted or operated in violation of the provisions of the Act, the Compact, this Code, the Rules or any other applicable law, statute or regulation; with the intent that the other person play or participate in the Gaming;

(o) assist, enable or allow any person under the age of twenty-one (21) to place a wager in any Gaming Facility.

(p) participate as a player in any Gaming activities while such person is listed as a person barred from the Community's Gaming Facilities, or

(q) enter the Gaming Facility while bearing a firearm or other deadly weapon, as defined in the Ak-Chin Indian Community Law and Order Code, unless specifically authorized by the Agency to do so.

(r) conduct any of the following: (i) locating an automatic teller machine ("ATM") adjacent to or in close proximity to, any Gaming Device as defined pursuant to Compact; (ii) locating in a Gaming Facility an ATM that accepts electronic benefit transfer cards issued by a state or federal program intended to provide for needy families or individuals; (iii) accepting checks or other non-cash items issued pursuant to a state or federal program that is intended to provide for needy families or individuals;

and (iv) for the Gaming Facility Operator to extend credit to any patron of a Gaming Facility or Gaming Activity.

(s) permit persons who are obviously intoxicated to participate in Gaming activities;

(t) knowingly cater to, assist, employ or associate with, in business affairs, persons who have been barred from the Gaming Facilities, or with persons who have been identified in writing by the Commission, the Agency or the State Gaming Agency as persons of notorious or unsavory reputation, or with persons who have extensive police records, or with persons who have defied congressional investigative committees or other officially constituted bodies acting on behalf of the United States or any state with regard to Gaming;

(u) employ in any position any person who has been denied a License for such position from the Agency, and employing any person lacking a Commission-issued Gaming License in any position for which such a License is required;

(v) contract for Gaming Services or Gaming Devices with any person or entity who has been denied a License to supply Gaming Services or Gaming Devices by the Commission, and contract for the services, merchandise or equipment with any person or entity who has failed to obtain a License to supply services, merchandise or equipment from the Agency, if required;

(w) after receiving notification from the Agency, employ in the Gaming Operation any person whom the Community or any court has found guilty of cheating or using any improper device in connection with any game, whether as a licensee, dealer or player at a licensed game or device, as well as any person whose conduct of a

licensed game as a dealer or other employee of a licensee resulted in revocation or suspension of the License of such licensee;

(x) conduct, carry on or operate any Gaming Activities on Tribal lands which are not conducted, or operated on the premises of a licensed Gaming Facility, except in the event of a Class II per-event activity conducted pursuant to a permit issued by the Agency;

(y) conduct, carry on or operate any cheating or thieving game or device on or off the Gaming Facility premises, knowingly which may have in any manner been tampered with or otherwise placed in a condition, or operated in a manner, which tends to deceive the public or which might make the game more liable to win or lose, or which tends to alter the normal random selection of criteria that determine the results of the game;

(z) deny any agent of the Agency, the appropriate State Gaming Agency, the Ak-Chin Indian Community Police or other officials having jurisdiction, upon proper and lawful demand, access to and inspection or disclosure of, any portion of the Gaming Facility, as authorized by applicable laws and regulations.

(aa) alter or misrepresent any Gaming Facility promotional coupon, credit, document or other tangible item.

SECTION 12

PATRON DISPUTES

12.1. Patron Disputes.

A Patron Dispute occurs when a Patron does not receive money or other items of value based on Gaming Activity within a reasonable amount of time from the

Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator. Whenever the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator, refuses to pay winnings to a Patron, and the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator, and the Patron are unable to resolve the dispute to the satisfaction of the Patron, and the dispute involves:

(a) at least five hundred dollars ($500), the Management Contractor shall immediately notify the Agency.

(b) less than five hundred dollars ($500), the Management Contractor shall inform the Patron of his/her right to request that the Agency conduct an investigation. Upon request of the Patron, the Agency shall conduct whatever investigation it deems necessary and shall determine whether payment should be made.

12.2 Notice.

The Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator, shall receive notice of all Patron disputes within three (3) days, excluding weekends and holidays, following receipt of same by the Agency. The Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator, shall receive seven (7) days advance notice of any hearing regarding any Patron dispute. All hearings that affect the interest of the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator, shall be subject to the protections as outlined in Section 9 of this Code.

12.3 Agency and Commission Hearings.

The Agency shall notify the Management Contractor, or in the absence of a Management Contractor the Gaming Facility Operator and the Patron of its decision related to the dispute within thirty (30) calendar days after the date the Agency receives notification from the Patron. The decision of the Agency is effective on the date it is received by the aggrieved party as reflected on the return receipt. Within thirty (30) calendar days after the date of receipt of the written decision, the aggrieved party may file a petition with the Commission requesting a review of the Agency's decision. The Commission may set a hearing on the matter or make a decision based solely upon the prior decision and other documentation provided to it by the Patron and the Management Contractor. The Commission shall then issue a written decision and shall mail it to the parties by registered mail or certified mail, return receipt requested. Any hearing shall be conducted pursuant to Section 9 of this Code.

12.4 Appeals to the Tribal Court.

A Patron may appeal the Commission's decision to the Tribal Court within thirty (30) days of receipt of the Commission's written decision. The Tribal Court shall have jurisdiction to hear and render decisions on Patron Disputes. Disposition of the action in Tribal court will be final and binding upon all parties in accordance with Tribal law. If not delineated in this Section 12, the appeal will be subject to the rules, procedures, and evidentiary requirements used by the Tribal Court at the time the appeal is filed.

12.5 Procedure.

The Tribal Court shall schedule a hearing within twenty (20) days of

receiving the written appeal and provide written notice of the hearing to the parties. The parties shall submit any written statements and any supporting evidence to the Court and the opposing party at least seven (7) days prior to the scheduled Court hearing.

12.6 Review.

The Court's power of review shall be limited to issues of due process, and shall not entail any determination regarding the merits or correctness of the underlying administrative decision. In all appeals before the Tribal Court, there shall be deference given by the Tribal Court to the determination of the Commission. In all cases, the standard on review shall be a preponderance of evidence.

12.7 Court Findings.

The Court shall issue its written decision within twenty (20) days of the hearing. The decision of the Tribal Court shall be final.

SECTION 13

PENALTIES

13.1 Any individual or entity who violates, attempts to violate, or conspires to violate, any provision of the Act, the Compact, this Code or the Rules may be subject to civil penalties including exclusion from employment by any Gaming Operation, denial, suspension or revocation of a License, exclusion from attendance at any Gaming Facility, exclusion from the Reservation if a non-member of the Community, or, with respect to any person subject to the civil jurisdiction of the Community to impose such fines, a fine of not more than $25,000 for each such violation. Any such violation may

also be referred to the appropriate law enforcement agency for possible criminal prosecution.

13.2 No action of the Agency and/or Commission to impose a civil penalty pursuant to this Section 13 shall be valid unless the person or entity affected is given notice of their right to appeal the penalty before the Commission, either in person or through a representative or legal counsel, and to submit such evidence for review by the Agency and/or Commission. Notwithstanding the foregoing, if the Agency deems it necessary to protect the public interest and the integrity of Gaming, the Agency may take such action with immediate effect as it deems required, and shall thereupon provide notice and an opportunity to be heard to the affected person or entity as soon as is reasonably practicable following such action.

SECTION 14

REPEAL

To the extent that they are inconsistent with this Code, all prior Codes governing Gaming Activities are hereby repealed.

SECTION 15

AMENDMENTS

This Code may be amended from time to time by a duly authorized Community Council resolution.

SECTION 16

SOVEREIGN IMMUNITY

The Ak-Chin Community Tribal Council confers on the Commission, the Commissioners, the Agency, the Executive Director, and the Agency's employees and

agents while acting within the course and scope of their respective employment or official capacity, all of the Community's rights, privileges, immunities and sovereign immunity from suit, to the same extent as the Community.

SECTION 17

SEVERABILITY

Each provision of this Code shall be separate and independent of the other provisions. If any tribunal of competent jurisdiction finds any provision of this Code to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent possible.

CERTIFICATION

Pursuant to the authority contained under Article VIII, Section 1(a), (b), (c), (l) and (m) of the Articles of Association of the Ak-Chin Indian Community, approved by the Secretary of the Interior on December 20, 1961, by a quorum of 4 members present at a Regular Council meeting held on April 15, 2008, at Maricopa, Ak-Chin Indian Reservation, Arizona, by a vote of 4 for, 0 against, 0 not voting, and 1 absent; the foregoing Ak-Chin Indian Community Gaming Code was adopted.

Louis J. Manuel Jr., Vice-Chairman
Ak-Chin Indian Community Council

ATTEST:

Delia M. Carlyle, Acting Secretary
Ak-Chin Indian Community Council