



FILED

SEP 13 2013

OKLAHOMA SECRETARY
OF STATE



FIRST AMENDED SETTLEMENT AGREEMENT
BETWEEN THE STATE OF OKLAHOMA
AND THE CHEYENNE-ARAPAHO TRIBES

This First Amended Settlement Agreement ("Agreement") is entered into by and between the State of Oklahoma ("State") and the Cheyenne-Arapaho Tribes of Oklahoma (collectively "Tribes") (all of which are hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. The Parties have previously entered into a *State Tribal Gaming Compact*, published in the Federal Register, Vol. 70, No. 67, Friday, April 8, 2005, and filed with the Oklahoma Secretary of State on March 30, 2006.

B. The Tribes previously were operating an online website www.pokertribes.com. The State contended that as operated, this website, and other similar electronic practices, materially violated the State Tribal Gaming Compact.

C. Part 12 - Dispute Resolution of the State Tribal Gaming Compact states that it is the goal of the parties to "resolve all disputes amicably and voluntarily." Therefore, due to the high regard with which each sovereign holds the other, to avoid the delay, uncertainty, inconvenience, and expense of protracted arbitration and litigation of the above dispute, and in consideration of the mutual promises and obligations of this Agreement, the Parties entered into a Settlement Agreement on April 5, 2013 designed to address the dispute. See Exhibit A.

D. On August 1, 2013, The Department of the Interior rejected the Settlement Agreement based in part on the gaming revenues due the State exceeding those rates reflected in the Compact.

E. Therefore it is the intent of the Parties to amend the Settlement Agreement previously executed to read entirely as follows and the Parties hereby agree and covenant as follows:

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STIPULATIONS

1. IT IS HEREBY STIPULATED BY THE PARTIES, that all forms of internet and/or electronic gaming by individual players, who are not physically present at all times in a facility located entirely on Indian lands as defined by IGRA, is covered conduct under the State Tribal Gaming Compact, but is not permissible and is prohibited if the individual player(s) are located or reside within the boundary of the United States and its territories during any portion of a gaming transaction.

2. IT IS HEREBY STIPULATED BY THE PARTIES, that all forms of internet and/or electronic gaming by individual players, who are not physically present at all times in a facility located entirely on Indian lands as defined by IGRA, is covered conduct under the State Tribal Gaming Compact, and is permissible if the individual player is located or resides outside the boundary of the United States and its territories during the entirety of a gaming transaction.

3. IT IS HEREBY STIPULATED BY THE PARTIES, that these stipulations constitute the understanding of each of the Parties to the *State Tribal Gaming Compact* as to the intent and interpretation of existing Compact terms and shall be considered only statements of intent and/or clarification, not modifications of Compact terms. Further, these stipulations and this Settlement Agreement in no way expands or modifies Compact standards or provisions already in existence.

TERMS AND CONDITIONS

4. The Tribes agree all payments shall be made in accordance with *State Tribal Gaming Compact* provisions and all depository financial transactions related hereto shall be done in a financial institution located within the boundaries of the Tribes jurisdictional areas.

5. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and negotiation of this Agreement.

6. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

7. This Agreement is governed by the choice of law provisions contained within the State Tribal Gaming Compact.

8. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by both Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

9. This Agreement constitutes the complete agreement between the Parties with respect to the issues addressed herein. This Agreement may not be amended except by signed written consent of the Parties.

10. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated herein.

11. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

12. This Agreement is binding on the Parties successors, transferees, heirs, and assigns.

13. Notwithstanding any other provision herein, the Parties agree that should any other entity or federally recognized tribe located within the State of Oklahoma be allowed, through agreement or otherwise, to operate on terms of revenue and/or scope (including but not limited to geographical location of individual player(s)) different than those contemplated herein, such more favorable terms shall, at the option of the Tribes, automatically be incorporated herein.

14. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

15. This Agreement will terminate in conjunction with the *State-Tribe Gaming Compact* between the State of Oklahoma and the Cheyenne and Arapaho Tribes, which was published in the Federal Register, Vol. 70, No. 67, Friday, April 8, 2005, and filed with the Oklahoma Secretary of State on March 30, 2006, or unilaterally upon 90 days notice to the other Party whichever comes first.

Each of the undersigned represents that they are duly authorized, and has the authority, to execute this agreement on behalf of the designated party.

STATE OF OKLAHOMA

Mary Fallin 9/12/2013
MARY FALLIN, GOVERNOR DATE



CHEYENNE-ARAPAHO TRIBES

Janice Prairie Chief Boswell 9-11-13
JANICE PRARIE CHIEF-BOSWELL, GOVERNOR DATE