

Downstream Authority of the Quapaw Tribe of Oklahoma Regular Meeting
June 28, 2011

Meeting Called to Order: 2:19 pm

ROLL CALL:	John Berrey, Chairman	Present
	Larry Ramsey, Secretary	Present
	Ranny McWatters, Treasurer	Present
	Marilyn Rogers, Member	Present
	Tamara Smiley, Member	Present

DECLARATION OF QUORUM: announced by Larry Ramsey

DCR – Jack Brill/Alan Mauk/ Ernie Caruthers

Facilities

- Missouri American has requested to put a satellite on DCR property to add signal strength.
 - General discussion of location – Ernie will work with Missouri American to determine a location and bring back to DDA for review and approval.
- Team Member
 - Consensus of the DDA to continue to pay out of pocket expenses moving forward
- Buffalo Signage/Pen
 - Check with insurance company to see if there is any required/recommended verbiage
 - Installing power to water troughs today
- Fire House Parking Lot
 - Per the Tribe \$1200 remains from the construction budget
 - Ernie has a bid of \$19,900 from Swift to asphalt the parking lot – includes dirt work
 - Dale Lassiter, Maintenance Quapaw Fire/EMS, can do the dirt work and prepare the sit for Swift
 - Ernie will get with swift to get a bid without the dirt work.
- Hotel Bathrooms
 - See attached
 - Manhattan has proposed to open the floor under bathrooms starting July 11 to redo the plumbing. Proposed completion of July 26th
 - They would like to put in a false floor to keep access to the problem area for 6 months to monitor
 - Consensus of the DDA to close the bathrooms until the repairs are completed

Executive Severance Package

- See attached

Motion by DDA Secretary Larry Ramsey to approve as presented with addition of Assistant General Manager position. Seconded by DDA Member Tamara Smiley. Vote: JB: Y; RM: Y; LR: Y; MR: Y; TS: Y (5 yes, 0 no, 0 absent, 0 abstain) Motion Carries. Resolution 062811

In-house Council

- See attached job description
- Consensus of the DDA to approve job description and post the opening internally

Quapaw Marshalls

- Josh Lewis
- Request for DDA to purchase a Polaris Razor Ranger RZR 4 800 – see attached quote
 - \$17,688.90 – ATV
 - \$1,599.00 – trailer

Motion by DDA Treasurer Ranny McWatters to approve the purchase of the ATV and trailer for the Marshal Service. Seconded by DDA Member Marilyn Rogers. Vote: JB: Y; RM: Y; LR: Y; MR: Y; TS: Y (5 yes, 0 no, 0 absent, 0 abstain) Motion Carries.

Radio Repeater

- General discussion of putting a repeater on top of the casino
- Would increase range into Joplin
- 18 ft tall tower
- review location with facilities to see if it is possible
- Quote from Total Radio, Inc - \$14, 847
 - See attached
 - Maybe able to pay a portion of it out of the FIRE/EMS budgets

Break for lunch 11:44am

Return 1:05 pm

FF&E Contract

- General discussion
- Resolution 062811-A
 - A resolution approving/or ratifying agreements relating to closing on the refinancing of the debt of the Downstream Casino Resort

Motion by DDA Treasurer Ranny McWatters to approve resolution 062811-A. Seconded by DDA Member Marilyn Rogers. Vote: JB: Y; RM: Y; LR: Y; MR: Y; TS: Y (5 yes, 0 no, 0 absent, 0 abstain) Motion Carries.

Arrow Star Energy

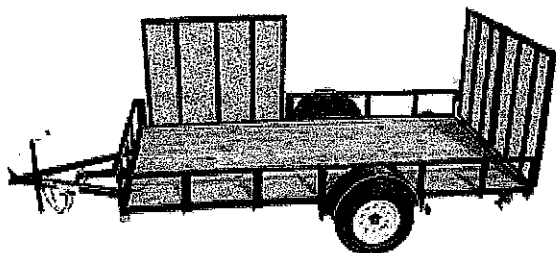
- Mark Miller/ Ron Murray/ Terry Addington
 - Presented a Fuel agreement with Conoco/Philips for review
 - Presented a construction contract for review
 - 10 year contract - \$.18 rebate
- DDA will forward contract to Legal for review

Adjourn 2:03 pm

CARRY-ON TRAILER® 7 FT. W X 12 FT. L ATV TRAILER, 2,000 LB. PAYLOAD CAPACITY

In Select Stores Only. [Click Here to Find Your Local Store.](#)

PRICE: \$1,599.00



Product Reviews

OVERALL CUSTOMER RATING:



2 out of 2 (100%) customers would recommend this product to a friend.

[Read all 2 reviews](#) [Write a review](#)

[Follow this product](#)



SKU Number: 1090286

Manufacturers Number: 7x12GWATV

Trailer | Brand : Carry-On Trailer® | Type : Open |
Application : Utility | Payload Capacity : 2,000 lb. |
Gross Vehicle Weight Rating : 2,990 lb. | Bed
Width : 7 ft. | Bed Length : 12 ft. | Floor Type : Wood
| Tire Diameter : 15 in.

DETAIL DESCRIPTION

Technical Specifications

Reviews

[View Brochure](#)

The Carry-On Trailer® ATV Trailer has a payload capacity of 2,000 lb. and a 2,990 lb. GVWR (Gross Vehicle Weight Rating).

- Main frame 3 in. x 2 in. angle
- 15 in. tires
- Fully lighted to D.O.T. standards
- 2 in. A-frame coupler
- Treated wood flooring
- 3500 lb. cambered axle
- 2000 lb. top wind jack
- Wire protected in conduit

[View Product Manual](#)

[View Manufacturer's Warranty](#)

DETAIL DESCRIPTION

[View Brochure](#)

The Carry-On Trailer® ATV Trailer has a payload capacity of 2,000 lb. and a 2,990 lb. GVWR (Gross Vehicle Weight Rating).

- Main frame 3 in. x 2 in. angle
- 15 in. tires
- Fully lighted to D.O.T. standards
- 2 in. A-frame coupler
- Treated wood flooring
- 3500 lb. cambered axle
- 2000 lb. top wind jack
- Wire protected in conduit

[View Product Manual](#)

[View Manufacturer's Warranty](#)

TECHNICAL SPECIFICATIONS

Brand: Carry-On Trailer®

Type: Open

Application: Utility

Payload Capacity: 2,000 lb.

Gross Vehicle Weight Rating: 2,990 lb.

Bed Width: 7 ft.

Bed Length: 12 ft.

Floor Type: Wood

Tire Diameter: 15 in.

Tire Weight Rating (ea.): 1,820 lb.

Coupler Type: A-Frame

Coupler Size: 2 in.

Ramp Location: Side/Back

Ramp Length: 4 ft.

Number of Axles: 1



TOTAL RADIO, INC.

3158 S. 108TH E. Ave., Ste 276
Tulsa, OK 74146
(918-663-0172 fax (918)664-6229

Quote No. DF08910

WWW.TOTALRADIOINC.COM

EQUIPMENT / SERVICES QUOTE

Employee

Name David Fields Emp # 0001
Position Sales Consultant Region Tulsa
Department Corporate Email dfields@totalradioinc.com

Dates

First Contact _____
Quote Issued _____
Accept/Reject _____

Product/Service Name	Quantity	Price	TOTAL
XPR8300 VHF 100 WATT REPEATER WITH DUPLEXER, PRE SELECTOR, RF AMP, POWER SUPPLY, REPEATER CABLES, 3 YEAR WARRANTY, RACK MOUNT KIT,	1	\$5,894.00	\$5,894.00
HARDWARE DB224 ANTENNA, NON PEN ROOF MOUNT, BALLAST, GROUND KITS, GROUND BARS, GROUND WIRE, COAX CABLE, CONNECTORS, POLY PHASER, ELECTRICAL PROTECTION, ROOF MAT, PORT ENTRY, GROUND KITS, EQUIPMENT RACK, SLEEPERS, CARFLES, MISC HARDWARE	1	\$3,273.00	\$3,273.00
THOURLY HOURLY LABOR RATE FOR SET UP OF RACK AND CHECK OUT OF REPEATER	5	\$85.00	\$425.00
TFLDHOURLY HOURLY LABOR RATE FOR INSTALL OF REPEATER RACK AND ANTENNA SYSTEM	1	\$3,150.00	\$3,150.00
TTRAVEL TRAVEL TIME FOR INSTALLERS	9	\$70.00	\$630.00
TLICENSE FCC/EMSA LICENSE FEE	1	\$1,000.00	\$1,000.00

Customer

Customer JOSH LEWIS Company QUAPAW TRIBAL PD
Address _____
City _____ State _____
ZIP _____ Email _____
Phone _____ Fax _____

Discount	
Taxes	<u>Tulsa</u>
Shipping	<u>S & H</u>
Sub Total	\$14,372.00
TOTAL	\$14,847.00

Notes

THIS IS A BUDGETARY QUOTE. A FORMAL QUOTE WILL BE ISSUED WHEN A FORMAL SITE WALK IS COMPLETED.

Status

☒ Established Customer ☐ New Customer ☐ Prospective Customer

Office Use Only



ESTIMATED MONTHLY PAYMENT*: \$358.58

Neesho Flower Sports
Dong

*** Prices are MSRP and do not include freight, setup or labor charges. Price and product availability subject to change without notice. References to estimated monthly payments are based on MSRP and financing of 7.99% APR for 60 months on installment loans. Financing subject to credit approval.**

DOWNSTREAM AUTHORITY EXECUTIVE SEVERANCE PLAN

This Executive Severance Plan (the “Plan”) is established by the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the “Employer”), an unincorporated governmental subdivision of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the “Tribe”), doing business as the Downstream Casino Resort (the “Resort”), the Employer having its principal place of business at 69300 E. Nee Road, Quapaw, Oklahoma, 74363, effective June 1, 2011, for the benefit of Participants. The Plan provides a severance benefit, as set forth herein, in order to recognize the commitment and dedication of certain key management employees and to encourage such key employees to remain in the employ of the Employer. Capitalized terms used in this Plan shall have the meanings set forth in Article I below, unless the context clearly requires a different meaning.

ARTICLE I. Definitions

1.1 Definitions. As used in this Plan, each of the following terms has the meaning specified below:

“Annual Base Compensation” means the amount a Participant is entitled to receive as base salary on an annualized basis in effect as of the date of Separation from Service, excluding all bonus, overtime, and incentive compensation, payable by the Employer as consideration for Participant’s services.

“Board” means the Board of Members of the Employer.

“Cause” means and includes one or more of the following:

(a) Participant’s actions or omissions engaged in negligence or willful misconduct with respect to matters related to Participant’s employment or to the Employer or Participant knowingly permitted other employees of the Employer under Participant’s direct supervision to engage in such negligence or willful misconduct;

(b) Participant materially breached any agreement required to be executed by Participant as a condition of Participant’s employment;

(c) Participant conducted himself or herself in a manner that could be harmful to the business, interests or reputation of the Employer, as the case may be;

(d) Participant failed to comply with the code of conduct of the Employer;

(e) Participant engaged in fraud and dishonesty in matters affecting the Employer or involving the employment relationship;

(f) Participant was convicted of or admitted or plead guilty or nolo contendere to any criminal felony, or a civil judgment was entered against Participant in an action involving allegations of violations of federal, state, or any tribal gaming laws, of racketeering or corrupt practices, of fraud or misrepresentation or deceit, or of moral turpitude;

(g) Participant violated in any material respect any written policies of the Employer including but not limited to any procurement, expense reimbursement, or substance abuse policies;

(h) Participant’s license(s) required for the performance of Participant’s services hereunder are revoked or denied by the Quapaw Tribal Gaming Agency (the “TGA”) or any other regulatory entity with jurisdiction over the Resort, if such events render it unlawful for Participant to continue performance in Participant’s position or for the Resort to continue its gaming operations under Tribal, federal, or state law;

(i) Participant is determined by the TGA or any other licensing authority of the

Tribe, or by the Tribal Business Committee, or by the National Indian Gaming Commission, to have violated any Tribal or other laws, including but not limited to Tribal gaming and licensing laws and regulations;

(j) The Resort fails to meet sixty-six and two-thirds percent (66.6%) of its budget or its financial obligations as relates to payment of interest set forth under the Senior Notes Indenture and the Senior Subordinate Notes Indenture dated October 4, 2007, or the Loan Agreement relating to financing for furniture and equipment dated November 28, 2007, for three months (consecutive or nonconsecutive) in any calendar year of operation, or fails to meet such obligations for any calendar year of operation of the Resort;

(k) The Participant fails, following written notice and thirty (60) days opportunity to cure, in any material respect to perform any of Participant's duties and responsibilities in a satisfactory manner;

(l) A final adjudication is made or is entered as the date of Separation from Service by any governmental body that renders it unlawful for the Participant either (1) to perform Participant's responsibilities for Employer, or (2) to continue to engage in the casino gaming business, under applicable laws; or

(m) Operations of the Resort or its gaming facility are closed or suspended, for any reason.

"Confidential and Proprietary Information" means any non-public information of any kind or nature in the possession of the Employer, including, without limitation, ideas, processes, methods, systems, procedures, designs, innovations, devices, inventions, discoveries, know-how, data, techniques, models, lists of former, present and prospective customers, vendors, suppliers and employees, marketing, business or strategic plans, pricing structure, financial information, research and development information, security procedures and processes, trade secrets or other subject matter relating to the Employer's products, services, businesses, operations, employees, customers or suppliers, whether in tangible or intangible form, including: (i) any information that gives the Employer, a competitive advantage in the businesses in which the Employer is engaged; or (ii) any information obtained by the Employer from third parties to which the Employer owe a duty of confidentiality; or (iii) any information that was learned, discovered, developed, conceived, originated or prepared during or as a result of the Participant's performance of any services on behalf of the Employer. Notwithstanding the foregoing, "Confidential and Proprietary Information" shall not include: (i) information that is or becomes generally known to the public through no fault of Participant; (ii) information obtained on a non-confidential basis from a third party other than the Employer, which third party disclosed such information without breaching any legal, contractual or fiduciary obligation; or (iii) information approved for release by written authorization of the Employer.

"Employer" means Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Participant" means an employee selected for participation in this Plan by the Board who signs an Acceptance of Participation, in the form attached hereto as Exhibit "A," prior to Separation from Service which would entitle the Participant to a severance benefit.

"Separation from Service" means a Participant's termination or deemed termination from employment with the Employer. The determination of whether a Separation from Service has occurred shall be governed by the provisions of Treasury Regulation § 1.409A-1, as amended, taking into account

the objective facts and circumstances with respect to the level of bona fide services performed by the Participant after a certain date.

ARTICLE II. Severance Benefits

2.1 Severance Benefits. Subject to the other terms and conditions of this Plan, including the execution of a satisfactory waiver release of claims, in the event that a Participant incurs an involuntary Separation from Service other than for Cause or a voluntary Separation from Service, then the Participant shall be paid the following severance benefits:

A. Payment by the Employer of an amount equal to one-half of the Annual Base Compensation of the Participant. Such payment shall be payable in installments at the regular payroll intervals of the Employer beginning on the first payroll date following the thirtieth (30th) day following the Participant's Separation from Service. All compensation to Participant shall be subject to normal deductions therefrom, including applicable federal, Tribal, state, local and other taxes, Social Security and other withholding items.

B. Payment or reimbursement by the Employer of the actual costs incurred by the Participant for health continuation coverage under Part 6 of Title I of ERISA (including prescription drug and dental benefits, if applicable) of the Participant (and the Participant's spouse and/or eligible dependents, as the case may be), under the group health plan of the Employer in which the Participant participated immediately prior to the Separation from Service, for a period of six (6) months after such Separation from Service or the end of Participant's eligibility for such continuation coverage, whichever first occurs, provided that the Participant timely elects such continuation coverage.

In the event of Participant's Separation from Service by reason of death or in the event a Participant dies while receiving payments under the Plan, the Employer shall make the severance benefit payments to the legal representative of the Participant's estate in accordance with the terms and conditions of the Plan. If the Participant is awarded unemployment compensation benefits for any time period in which he or she is also receiving benefits under the Plan, such unemployment compensation payments may be reduced or offset entirely in accordance with state law.

ARTICLE III. Conditions for Payment

3.1 Waiver and Release. Notwithstanding anything to the contrary in this Plan, in the event that the Participant becomes entitled to a severance benefit under this Plan, the Employer shall have no obligation to such Participant unless and until the Participant executes and delivers to the Participant's employer within twenty-one (21) days after the date of such Separation from Service, as the case may be, an effective and enforceable release and waiver prepared by the Board, in substantially the form attached hereto as Exhibit "C" (the actual form of Release and Waiver Agreement may vary based on particular facts with respect to Participant).

3.2 Confidentiality. As a condition to receipt of a severance benefit under the Plan, each Participant agrees to maintain confidentiality with respect to the terms of such Participant's severance benefits under the Plan and not to disclose the same to any other Participant, except as authorized in writing in advance by a representative of the Board.

3.3 Confidential and Proprietary Information. Each Participant agrees that, except as required by the duties of Participant's employment with the Employer and except in connection with enforcing Participant rights under this Plan or if compelled by a court or governmental agency, in each case provided that prior written notice is given to the Employer, Participant will not, without the written

consent of the Employer, willfully disseminate or otherwise disclose, directly or indirectly, any Confidential and Proprietary Information disclosed to Participant or otherwise obtained by Participant during his employment with the Employer, and will take all necessary precautions to prevent disclosure to any unauthorized individual or entity (whether or not such individual or entity is employed or engaged by, or is otherwise affiliated with, the Employer), and will use the Confidential and Proprietary Information solely for the benefit of the Employer and will not use the Confidential and Proprietary Information for the benefit of any other Person nor permit its use for the benefit of Participant. These obligations shall continue during and after the termination of Participant's employment for any reason and for so long as the Confidential and Proprietary Information remains Confidential and Proprietary Information.

3.4 Non-Disparagement. On and after any Separation from Service, Participant shall not make, or cause to be made, any statement, observation or opinion, or communicate any information (whether oral or written, directly or indirectly) that: (i) accuses or implies that the Employer, together with their respective present or former Board, officers, directors, managers, employees and agents, and each of their predecessors, successors and assigns, engaged in any wrongful, unlawful or improper conduct, whether relating to Participant's employment (or the termination thereof), the business or operations of the Employer or otherwise; or (ii) disparages, impugns or in any way reflects adversely upon the business or reputation of the Employer, together with their respective present or former Board, officers, directors, managers, partners, stockholders, employees and agents, and each of their predecessors, successors and assigns. Specifically, and in addition to the foregoing, Participant agrees not to provide any adverse information or make any derogatory remarks to any past, present, or prospective customers of the Employer. Notwithstanding anything to the contrary in this Plan, nothing herein shall be deemed to preclude Participant from providing truthful testimony or information pursuant to subpoena, court order or other similar legal or regulatory process, provided, that to the extent permitted by law, Participant will promptly inform the Employer of any such obligation prior to participating in any such proceedings.

3.5 Duty of Continuing Cooperation. Participant acknowledges and agrees that as of and after a Separation from Service, Participant shall promptly provide transitional information to the Employer with respect to matters related to Participant's former responsibilities for the Employer. In addition, Participant acknowledges and agrees that as of an after a Separation from Service, Participant shall, upon reasonable notice, furnish such information and assistance to the Employer as may reasonably be required by litigation, investigations, arbitrations, and/or other fact-finding or adjudicative proceedings involving the Employer. This obligation includes, without limitation, promptly meeting with counsel for the Employer at reasonable times upon their request, and providing testimony in court, before an arbitrator, or other convening authority, or upon deposition that is truthful, accurate, and complete, according to information known to Participant. The Employer agrees to reimburse Participant for all reasonable out-of-pocket expenses incurred in rendering such assistance.

3.6 Other Conditions. As condition to receiving payment or continued payments under the Plan: (i) Participant will not apply for or otherwise seek or demand employment by Employer during the time period in which Plan benefits are being paid; (ii) Participant will have no lawsuits, complaints, petitions, or charges which are based in whole or in part upon his or her employment relationship with Employer pending in any federal, Tribal, state, or local court or agency, and, further, Participant will file no such actions or complaints during the time period in which the Plan benefits are being paid; and (iii) prior to receiving any payment from the Plan, the Participant will have returned to the Employer all of the Employer's property, including, but not limited to, all files, records, computer disks, software, credit cards, keys, identification badges or cards, equipment and office supplies.

3.7 Survival of Undertakings.

A. The covenants in this Article III are severable and separate, and the

unenforceability of any specific covenant shall not affect the provisions of any other covenant. In the event any court of competent jurisdiction determines that any covenant included in this Article III is unenforceable in whole or in part because of such covenant's duration or geographical or other scope, it is the intention of the Employer and Participant that the court shall modify such restrictions, as the case may be, so as to cause such covenant as so modified to be enforceable, and this Plan shall thereby be reformed.

B. All of the provisions of this Plan shall survive any Separation from Service of Participant, without regard to the reasons for such termination. Notwithstanding anything to the contrary in this Plan, in addition to any other rights it may have, the Employer shall have no obligation to pay or provide severance or other benefits (except as may be required under ERISA) after the date of Separation from Service if Participant has materially breached any of Participant's obligations under this Plan.

C. All covenants in this Article III shall be construed as an agreement independent of any other provision in this Plan, and the existence of any claim or cause of action of Participant against the Employer whether predicated on this Plan, or otherwise, shall not constitute a defense to the enforcement by the Employer of such covenants.

ARTICLE IV.

Welfare Plan

4.1 Welfare Plan and Summary Plan Description. The arrangement for severance benefits under this Plan is intended to be a welfare plan under Section 3(1) of ERISA, and if this Plan were found to be a pension plan under Section 3(2) of ERISA, the Plan is intended to qualify as a plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees, within the meaning of Sections 201(2), 301(3) and 401(a)(1) of ERISA. This Plan also is intended to be a summary plan description under Section 102 of ERISA. The Plan, as a summary plan description, has been written in a manner calculated to be understood by the average Participant of the Plan and to reasonably apprise Participants and their beneficiaries of their rights and obligations under the Plan. Additional provisions of the Plan which are intended to satisfy the requirements of a summary plan description under Section 102 of ERISA are set out in Exhibit "B," attached hereto and made a part hereof. A copy of the Plan shall be provided to each Participant.

ARTICLE V.

Amendment and Termination

5.1 Amendment and Termination. The Board may amend or terminate the Plan at any time, provided that the Plan may not be amended except for: (i) an amendment that increases the benefits payable under the Plan or otherwise constitutes a bona fide improvement of a Participant's rights under the Plan; or (ii) an amendment which decreases the benefits of a Participant that is consented to in writing by such Participant or that is required in order for the Plan to comply with applicable law or regulation. The parties intend that all payments and reimbursements made under this Plan be excepted from Section 409A of the Code, and the regulations and other guidance promulgated thereunder (collectively, "Section 409A") and, if not excepted, be compliant with Section 409A. Accordingly, in the event of any ambiguity in this Plan, this Plan shall be interpreted and administered so as to be excepted from or, if not excepted from, compliant with, Section 409A to the fullest extent possible. In the event that the Employer determines that a payment or reimbursement or a series of payments or reimbursements is neither excepted from nor compliant with 409A, notwithstanding anything in this Plan to the contrary, the Employer shall have the unilateral right to modify or amend this Plan as it deems reasonably appropriate with respect to Section 409A and other applicable law to render such payment excepted or compliant so as, to the extent possible, to avoid any adverse tax consequences to either the Employer or

Participants. Each payment under this Plan shall be deemed a separate payment for purposes of Section 409A.

ARTICLE VI. Plan Administration

6.1 Plan Administration. The Board shall have exclusive authority and responsibility for the amendment or termination of this Plan. The Board shall serve as plan administrator and shall have exclusive authority and responsibility for administration of the Plan, if not reserved to the Board of the Employer.

A. The Board shall administer the Plan in accordance with its terms and shall have all the powers necessary to carry out such terms. The Board shall execute any certificate, instrument or other written direction on behalf of the Plan and may make any payment on behalf of the Plan. All interpretations of the Plan, and questions concerning its administration and application, shall be determined by the Board (or its delegate). The Board may appoint such accountants, counsel, specialists, and other persons as it deems necessary or desirable in connection with the administration of the Plan. Such accountants and counsel may, but need not, be accountants and counsel for the Employer.

The Board shall have the authority to delegate or allocate, from time to time, by a written instrument, all or any part of their responsibilities under the Plan to such person or persons as each may deem advisable and in the same manner to revoke any such delegation or allocation of responsibility. Any action of a person in the exercise of such delegated or allocated responsibility shall have the same force and effect for all purposes hereunder as if such action had been taken by the Board. The Board, nor any member thereof, shall be liable for any acts or omissions of any such person, who shall periodically report to the Board concerning the discharge of the delegated or allocated responsibilities.

B. The members of the Board shall serve without bond (except as expressly required by federal law) and without compensation for their services as such. The Employer agrees to indemnify and hold harmless each member of the Board against any and all expenses and liabilities arising out of the Board member's administrative functions or, if applicable under law, fiduciary responsibilities, including any expenses and liabilities that are caused by or result from an act or omission constituting the negligence of such member in the performance of such functions or responsibilities, but excluding expenses and liabilities that are caused by or result from such member's own gross negligence or willful misconduct. Expenses against which such individual shall be indemnified hereunder shall include, without limitation, the amounts of any settlement or judgment, costs, counsel fees, and related charges reasonably incurred in connection with a claim asserted or a proceeding brought or settlement thereof.

ARTICLE VII. Claims Procedures and Dispute Resolutions

7.1 Notices. All notices and other communications under this Plan shall be in writing and delivered by hand, by a nationally-recognized delivery service that promises overnight delivery, or by first-class registered or certified mail, return receipt requested, postage prepaid. Notices to Participant shall be provided to the Participant's address provided in the Employer's records.

If to the Employer:

Downstream Casino Resort
69300 E. Nee Road
Quapaw, Oklahoma 74363
Attention: General Manager

If to the Participant:

At the Participant's last address provided to Employer.

Notices may be provided at such other address as either the Employer or Participant may furnish to the other in writing. Notice and communications shall be effective when actually received by the addressee.

7.2 Claims Procedures. Generally, a Participant will not need to file a claim for a benefit in order to receive benefits payable under the Plan. If, however, a Participant believes that Participant has not received benefits to which Participant believes Participant is entitled, including a disagreement with respect to the amount of the benefit paid, Participant may file a claim for benefits as set forth in the Claims Procedures set forth in Exhibit "B."

7.3 Mediation. After exhaustion of the Claims Procedures set forth in the Plan, if a dispute arises out of or relates to this Plan, or the breach thereof, and if the dispute cannot be settled through negotiation, the Employer and Participant shall first attempt in good faith to resolve such dispute by mediation administered by a neutral mediator selected by mutual agreement of the parties, or any other type of mediation agreed upon by the parties, before resorting to arbitration, it being understood that mediation shall be conclusively deemed to have failed if it does not result in settlement within sixty (60) days after it is requested. The requirements in this paragraph for an attempted mediation of disputes shall be a condition precedent to the initiation of any arbitration hereunder.

7.4 Arbitration.

A. After exhaustion of the Claims Procedures set forth in the Plan and after exhaustion of the Mediation procedures set forth in Section 7.3 of the Plan have failed, any controversies or disputes of any kind arising out of or relating to the Plan, now or in the future, shall be settled by arbitration. Any and all controversies or claims arising out of or relating to this Plan, including but not limited to those relating to its formation or performance or breach, shall be resolved exclusively through binding arbitration, which, unless otherwise agreed by Participant and Employer, shall be administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules including the Emergency Interim Relief Procedures, and the parties further agree that a judgment on the award rendered by the arbitrator(s) shall be entered as hereinafter set forth.

B. Unless otherwise agreed by the Employer and Participant, an arbitration shall be conducted by a single arbitrator chosen by mutual agreement of the parties, or, if the parties cannot agree, by the AAA from a list of two nominees made by each party. The arbitrator's decision shall be reduced to writing, which shall contain an explanation of the factual and legal grounds for the decision. A final judgment in any action or proceeding brought pursuant to this Plan shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Plan shall limit the ability of any party to move to compel arbitration or move to stay or dismiss a lawsuit in favor of arbitration, and the Employer's limited waiver of sovereign immunity shall expressly extend to such actions.

C. In order to resolve a dispute under this Plan as efficiently, cost-effectively, and quickly as possible, an arbitration shall, to the extent reasonably possible, be conducted as a summary proceeding. The Employer and Participant waive all rights that would be afforded in

judicial proceedings under applicable law, including to discovery, hearings, and a jury trial. No discovery shall be permitted in any arbitration hereunder, except that limited discovery may be permitted by the arbitrator upon a showing of need by the requesting party. The arbitrator may, within his or her sole discretion, conduct any and all hearings by telephone or by other means to effect the intent of the parties to provide for rapid and efficient dispute resolution.

D. The Employer and Participant each irrevocably and unconditionally submit, for itself and its property, to the exclusive jurisdiction of the courts of the Quapaw Tribe of Oklahoma (O-Gah-Pah), including any appellate courts of the Tribe from which appeals may be taken, in any action or proceeding arising out of or relating to this Plan, to compel arbitration, or for recognition and enforcement of any judgment, and/or for other litigation or other proceedings, if any, based hereon or arising out of, under, or in connection with this agreement, which have been found to be outside the scope of the above mediation and arbitration provisions. *The Employer and Participant each expressly waive all rights to pursue any and all claims arising under this Plan in any other forum or venue, including in state and federal courts.*

E. Any decision of an arbitrator entered hereunder shall be final, and shall not be reviewable or appealable by any court or tribunal.

F. The Participant and the Employer each shall pay one half of the hourly fees and expenses charged by any mediator or arbitrator. The party initiating a mediation or arbitration hereunder shall pay all of the filing and related costs associated with initiating such proceeding. In any arbitration hereunder, each party shall pay its own attorney fees and costs incurred in the proceeding.

7.5 Service; Venue; Choice of Law.

A. The Employer and Participant each irrevocably consent to the service of process by certified mail, return receipt requested, postage prepaid, or by personal service within or without the State of Oklahoma at its then-current principal place of business or residence, as applicable. Each party hereby expressly and irrevocably waives any objection that it may have or hereafter may have to venue of any proceedings brought in any court referred to above, and any claim that any such litigation has been brought in an inconvenient forum.

B. Except as otherwise agreed by the Employer and Participant, and except as otherwise provided herein, any mediation or arbitration conducted herein shall take place on Tribal land within Ottawa County, Oklahoma, and in no other venue or locale.

C. This Plan shall be governed by and construed in accordance with the laws of the Quapaw Tribe of Oklahoma (O-Gah-Pah), without regard to choice of law provisions, except to the extent preempted by ERISA. The limited waiver of immunity to be provided for enforcement of this Plan shall be construed solely in accordance with Tribal and federal law.

D. This Plan calls for the rendition of services to a Native American Tribe and its government, or its wholly owned entity, and it is to be performed on land within the Indian country jurisdiction of the Tribe.

7.6 Waivers of Claims and Rights.

A. For any and all disputes brought pursuant to this Plan, the Employer and Participant each expressly fully, finally, and irrevocably waives any and all right to recover: (i) any and all damages above and beyond the sums expressly due and owing under this Plan; (ii) exemplary or punitive damages and damages for lost income and profits; (iii) any and all damages in tort, including but not limited to damages for negligence, emotional distress, and

annoyance and inconvenience; (iv) any interest or penalties allowed under law on sums due and owing hereunder; and (v) attorney fees and costs, unless expressly allowed hereunder.

B. Each party hereby fully, finally, and irrevocably waives any and all rights to a trial by jury for any and all claims arising hereunder.

C. The Board agrees to provide, by a resolution duly adopted by the Authority, a limited waiver of the immunity of the Employer to allow an enforcement of this Plan; provided, however, that such waiver shall not be effective until such resolution is adopted. No waiver of the Employer's immunity from suit shall be granted hereunder, except to permit Participant to compel the payment of the benefits set forth herein. Such consent to suit shall be effective solely in relation to claims brought by Participant and by no other person or entity whatsoever, and such consent shall be effective only as to claims and remedies provided for hereunder. Under no circumstances shall this consent be construed to authorize any enforcement or levy of execution of any kind whatsoever against any assets of Employer, except as to its unobligated gaming revenues, nor shall it be construed to authorize any award of extraordinary, punitive, or consequential damages.

ARTICLE VIII. Miscellaneous

8.1 Employment Status. The Plan does not constitute a contract of employment or impose on Participant or the Employer any obligation to retain Participant as an employee, any restriction on changing the status of Participant's employment, or any restriction on changing the policies of the Employer regarding termination of employment.

8.2 Validity and Severability. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of the Plan, which shall remain in full force and effect, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.3 Withholding and Payment of Taxes. The Employer may withhold from any amounts payable under the Plan all federal, state, local and/or other taxes as shall be legally required. In addition, except as otherwise provided herein, each Participant shall be solely responsible for the payment of all income, excise and other taxes which are individually levied on Participant by any taxing authority with respect to any amount paid to such Participant under the Plan.

8.4 Benefits Unfunded. All benefits due a Participant under the Plan are unfunded and unsecured and are payable out of the general funds of the Employer.

The Plan has been adopted by the Employer to be effective as of the 30th day of June, 2011.

DOWNSTREAM DEVELOPMENT AUTHORITY OF
QUAPAW TRIBE OF OKLAHOMA (O-Gah-Pah)

By: _____
Name: _____
Title: _____

EXHIBIT "A"

**ACCEPTANCE OF PARTICIPATION IN THE DOWNSTREAM AUTHORITY
EXECUTIVE SEVERANCE PLAN**

I acknowledge that I have been selected as eligible to become a Participant in the Downstream Development Authority Executive Severance Plan, effective June 30, 2011 (the "Plan"), as a key management member of Downstream Authority, d/b/a Downstream Casino Resort (collectively "Employer").

I hereby acknowledge that I have received a copy of the Plan, that I have reviewed the terms of the Plan, and that I hereby agree to all of the terms and conditions of the Plan.

As ancillary covenants to the terms, conditions, and promises set forth elsewhere in the Plan, and in particular the covenants set forth in Article III of the Plan, I agree to and understand that my participation in the Plan places certain restrictions and requirements following my termination from the Employer, and that the availability of severance benefits under the Plan are conditioned on the timely return of an executed waiver and release of claims, as described in the Plan. Such restrictions and requirements are a reasonable measure to protect the legitimate interests of the Employer in its Confidential and Proprietary Information (as defined in the Plan) which have been, and will continue to be, disclosed to me as a key management employee. I agree to and understand the dispute resolution procedures set forth in the Plan, and freely and irrevocably submit to the substantive laws of the Quapaw Tribe of Oklahoma (O-Gah-Pah) with regard to the enforcement of my continuing obligations to the Employer under the Plan. I further agree to waive any and all procedural defenses, including, but not limited to, those based on assertions of inadequate consideration, lack of jurisdiction and/or standing, waiver, and unenforceability.

DATED this ____ day of _____, 20__.

Print Name: _____

Current Address:

Telephone: _____

Cell Phone: _____

E-Mail Address: _____

EXHIBIT “B”
ADDITIONAL PROVISIONS OF THE SUMMARY PLAN
AND DESCRIPTION OF THE PLAN

I. General Plan Information:

Name of Plan: Downstream Development Authority Executive Severance Plan (the “Plan”)
Plan Sponsor and Employer Identification Number: Downstream Development Authority
EIN: 14-1999278
Plan Number: Plan #510
Type of Plan: Welfare Benefits (Severance)
Type of Administration: Plan Administrator
Plan Administrator (and Agent for Service of Legal Process): Downstream Development Authority
Plan Year: The Plan Year ends on the 31st day of December of each year.

II. The Statement of ERISA Rights

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

* Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series), if applicable, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

* Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series), if applicable, and of the updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

* Receive a summary of the Plan’s annual financial report, if applicable. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within

30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, then you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

III. Claims Procedures

For purposes of this section, the following terms, when capitalized, will be defined as follows:

A. **Adverse Benefit Determination:** Any denial, reduction or termination of or failure to provide or make payment in whole or in part) for a Plan benefit, including any denial, reduction, termination or failure to provide or make payment that is based on a determination of a Claimant's eligibility to participate in the Plan. Further, any invalidation of a claim for failure to comply with the claim submission procedure will be treated as an Adverse Benefit Determination.

B. **Benefits Administrator:** The person or office, if any, to whom the Board has delegated day-to-day Plan administration responsibilities and who, pursuant to such delegation, processes Plan benefit claims in the ordinary course.

C. **Claimant:** A Participant or beneficiary or an authorized representative of such Participant or beneficiary who has filed or desires to file a claim for a Plan benefit.

(a) **Filing of Benefit Claim.** A Claimant must file with the Board a written claim for benefits under the Plan on the form provided by, or in any other manner approved by, the Board. In connection with the submission of a claim, the Claimant may examine the Plan and any other relevant documents relating to the claim, and may submit written comments relating to such claim to the Board coincident with the filing of the benefit claim form. Failure of a Claimant to comply with the claim submission procedure will invalidate such claim unless the Board in its discretion determines that it was not reasonably possible to provide such proof or comply with such procedure.

(b) **Processing of Benefit Claim.** Upon receipt of fully completed benefit claim forms from a Claimant, the Board shall process such benefit claim considering (i) all materials submitted by the Claimant in connection with the claim, (ii) all Plan provisions pertaining to the benefit claim, and (iii) where appropriate, all information as to whether such Plan provisions have in the past been consistently applied with respect to other similarly situated Claimants. The Board shall process the claim within the time frame provided below.

(c) Notification of Adverse Benefit Determination. In any case of an Adverse Benefit Determination of a claim for a Plan benefit, the Board shall furnish written notice to the affected Claimant within a reasonable period of time but not later than ninety (90) days after receipt of such claim for Plan benefits (or within one hundred and eighty (180) days if special circumstances necessitate an extension of the ninety (90)-day period and the Claimant is informed of such extension in writing within the ninety (90)-day period and is provided with an extension notice consisting of an explanation of the special circumstances requiring the extension of time and the date by which the benefit determination will be rendered). Any notice that denies a benefit claim of a Claimant in whole or in part shall, in a manner calculated to be understood by the Claimant:

(i) State the specific reason or reasons for the Adverse Benefit Determination;

(ii) Provide specific reference to pertinent Plan provisions on which the Adverse Benefit Determination is based;

(iii) Describe any additional material or information necessary for the Claimant to perfect the claim and explain why such material or information is necessary; and

(iv) Describe the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring pursue the dispute resolution methods available under the Plan following an Adverse Benefit Determination on review.

(d) Review of Adverse Benefit Determination. A Claimant has the right to have an Adverse Benefit Determination reviewed in accordance with the following claims review procedure:

(i) The Claimant must submit a written request for such review to the Board not later than sixty (60) days following receipt by the Claimant of the Adverse Benefit Determination notification;

(ii) The Claimant shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits to the Board;

(iii) The Claimant shall have the right to have all comments, documents, records, and other information relating to the claim for benefits that have been submitted by the Claimant considered on review without regard to whether such comments, documents, records or information were considered in the initial benefit determination; and

(iv) The Claimant shall have reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits free of charge upon request.

The decision on review by the Board will be binding and conclusive upon all persons, and the Claimant shall neither be required nor be permitted to pursue further appeals to the Board.

(e) Notification of Benefit Determination on Review. Notice of the Board's final benefit determination regarding an Adverse Benefit Determination will be furnished

in writing or electronically to the Claimant after a full and fair review. Notice of an Adverse Benefit Determination upon review will:

- (i) State the specific reason or reasons for the Adverse Benefit Determination;
- (ii) Provide specific reference to pertinent Plan provisions on which the Adverse Benefit Determination is based;
- (iii) State that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits; and
- (iv) Describe the Claimant's right to pursue dispute resolution provisions available under the Plan.

The Board shall notify a Claimant of its determination on review with respect to the Adverse Benefit Determination of the Claimant within a reasonable period of time but not later than sixty (60) days after the receipt of the Claimant's request for review unless the Board determines that special circumstances require an extension of time for processing the review of the Adverse Benefit Determination. If the Board determines that such extension of time is required, written notice of the extension (which shall indicate the special circumstances requiring the extension and the date by which the Board expects to render the determination on review) shall be furnished to the Claimant prior to the termination of the initial sixty (60)-day review period. In no event shall such extension exceed a period of sixty (60) days from the end of the initial sixty (60)-day review period. In the event such extension is due to the Claimant's failure to submit necessary information, the period for making the determination on a review will be tolled from the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

(f) Exhaustion of Administrative Remedies. Completion of the claims procedures of the Plan will be a condition precedent to the commencement of any legal or equitable or other action in connection with a claim for benefits under the Plan by a Claimant or by any other person or entity claiming rights individually or through a Claimant; provided, however, that the Board may, in its sole discretion, waive compliance with such claims procedures as a condition precedent to any such action.

(g) Payment of Benefits. If the Board determines that a Claimant is entitled to a benefit hereunder, payment of such benefit will be made to such Claimant (or commence, as applicable) as soon as administratively practicable after the date the Board (or the Benefits Administrator) determines that such Claimant is entitled to such benefit or on such other date as may be established pursuant to the Plan provisions or, as applicable, designated by the Board.

(h) Authorized Representatives. An authorized representative may act on behalf of a Claimant in pursuing a benefit claim or an appeal of an Adverse Benefit Determination. An individual or entity will only be determined to be a Claimant's authorized representative for such purposes if the Claimant has provided the Board with a written statement identifying such individual or entity as the Claimant's authorized representative and describing the scope of the authority of such authorized representative.

EXHIBIT “C”
WAIVER AND RELEASE AGREEMENT

**[This provisions of this Waiver and Release Agreement may be modified or revised before
signing in light of the specific factual circumstances involving the termination
of the Participant.]**

This Waiver and Release Agreement (this “Agreement”), made as of the ____ day of _____, 20____, is made by and between **[INSERT PLAN PARTICIPANT NAME]** (“Participant”) and Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (hereinafter “Employer”), doing business as the Downstream Casino Resort, having its principal place of business at 69300 E. Nee Road, Quapaw, Oklahoma, 74363, with respect to Participant’s Separation from Service.

WHEREAS, the Participant is eligible for severance benefits under that certain Downstream Development Authority Executive Severance Plan (“Plan”); and

WHEREAS, the capitalized term “Separation from Service” shall have the meaning assigned under the Plan, which has previously been furnished to the Participant, and is hereby incorporated by reference;

NOW THEREFORE, in consideration for receiving severance benefits under the Plan and in consideration of the representations, covenants and mutual promises set forth in this Agreement, the parties agree as follows:

1. Release. Except with respect to all of the Employer’s obligations under the Plan, the Participant, on the Participant’s behalf and on behalf of the Participant’s heirs, executors, assigns, agents, legal representatives, and personal representatives, hereby release, acquit, and forever discharge the Employer, the Employer’s Board of Managers, their predecessors, successors, parent, subsidiaries, affiliates, operating units and their respective officers, directors, agents, servants, employees, attorneys, stockholders, successors, assigns and affiliates, of and from any and all claims, liabilities, demands, obligations, promises, acts, agreements, causes of action, costs, expenses, attorneys fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to execution of this Agreement by Participant that arose out of or were related to the Participant’s employment with the Employer or the Participant’s termination of employment with the Employer including, but not limited to, any and all claims or demands pursuant to: Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. § 2000e, *et seq.*, which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Civil Rights Act of 1866, 42 U.S.C. § 2000e, *et seq.*, and 42 U.S.C. §§ 1981, 1983 and 1985, which prohibits violations of civil rights; the Equal Pay Act of 1963, 29 U.S.C. § 206(d)(1), which prohibits unequal pay based upon gender; the Age Discrimination in Employment Act of 1967, as amended, and as further amended by the Older Workers Benefit Protection Act, 29 U.S.C. § 621, *et seq.*, which prohibits age discrimination in employment; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001, *et seq.*, which protects certain employee benefits; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*, and the Rehabilitation Act of 1973, which prohibit discrimination against the disabled; the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601, *et seq.*, which provides medical and family leave; the federal Worker Adjustment and Retraining Notification Act, as amended, 29 U.S.C. §2101, *et seq.*; and any and all other and similar laws in other jurisdictions; and any and all other applicable federal, Tribal, state, or local laws or regulations prohibiting employment discrimination and/or governing the payment of wages, bonuses,

severance (other than under the Plan) benefits, and other forms of compensation, and any claims for wrongful discharge, breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, discrimination, harassment, defamation, infliction of emotional distress, termination in violation of public policy, retaliation, including workers' compensation retaliation/tribal occupational injury retaliation under applicable Tribal or state statutes, and also any and all claims arising under tort law, contract law, libel, slander, or claims for retaliation, or any and all other claims arising under any federal, Tribal, state or local regulation, statute or common law.

This Release expressly includes, without limitation, a release by the Participant of any all claims Participant may have or had in tort, contract, or otherwise, including but not limited to claims for wrongful discharge, common law or otherwise, and any claims relating to on-the-job injuries, including those based on Tribal occupational injury/workers compensation laws, and any claims permitted under the Oklahoma tribal-state gaming compacts.

This Release does not apply to the payment of any and all benefits and/or monies earned, accrued, vested or otherwise owing, if any, to the Participant under the terms of a tax qualified retirement or savings plan, except that the Participant hereby releases and waives any claims that Participant's termination was to avoid payment of such benefits or payments, and that, as a result of Participant's termination, Participant is entitled to additional benefits or payments. Additionally, this Release does not apply to any of Participant's rights or obligations with respect to indemnification or directors' and officers' liability coverage to which Participant is entitled or subject in Participant's capacity as a former officer or employee of the Employer. Further, notwithstanding anything herein to the contrary, nothing herein or otherwise shall release the Employer, from any claims, rights or damages that may not be released or waived as a matter of law.

2. No Inducement. Participant agrees that no promise or inducement to enter into this Agreement has been offered or made except as set forth in this Agreement, that the Participant is entering into this Agreement without any threat or coercion and without reliance or any statement or representation made on behalf of the Employer, or by any person employed by or representing the, except for the written provisions and promises contained in this Agreement.

3. Advice of Counsel; Time to Consider; Revocation. Participant acknowledges the following:

(a) Participant has read this Agreement, and understands its legal and binding effect. Participant is acting voluntarily and of Participant's own free will in executing this Agreement.

(b) Participant has been advised to seek and has had the opportunity to seek legal counsel in connection with this Agreement.

(c) Participant was given at least twenty-one (21) days to consider the terms of this Agreement before signing it.

(d) Participant understands that, if Participant signs this Agreement, Participant may revoke it within (7) seven days after signing it by delivering written notification of intent to revoke within that seven day period. Participant understands that this Agreement will not be effective until after the seven (7) day period has expired.

4. No Admission. This Agreement shall not be construed as an admission by the Employer of any liability whatsoever, or as an admission by the Employer, of any violation of rights, or of the Participant's rights, or of any person, or any violation of any order, law, statute, duty or contract.

5. Severability. If all or any part of this Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any other portion of this Agreement. Any section or a part of a section declared to be unlawful or invalid

shall, if possible, be construed in a manner which will give effect to the terms of the section to the fullest extent possible while remaining lawful and valid.

6. Amendment. This Agreement shall not be altered, amended, or modified except by written instrument executed by the Employer. A waiver of any portion of this Agreement shall not be deemed a waiver of any other portion of this Agreement.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

8. Headings. The headings of this Agreement are not part of the provisions hereof and shall not have any force or effect.

9. Rules of Construction. Reference to a specific law shall include such law, any valid regulation promulgated thereunder, and any comparable provision of any future legislation amending, supplementing or superseding such section.

10. Applicable Law. The provisions of this Agreement shall be interpreted and construed in accordance with the laws of the Quapaw Tribe of Oklahoma (O-Gah-Pah), without regard to choice of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates specified below.

FOR PLAN PARTICIPANT:

[INSERT PARTICIPANT NAME]

Name (Printed): _____

Date: _____

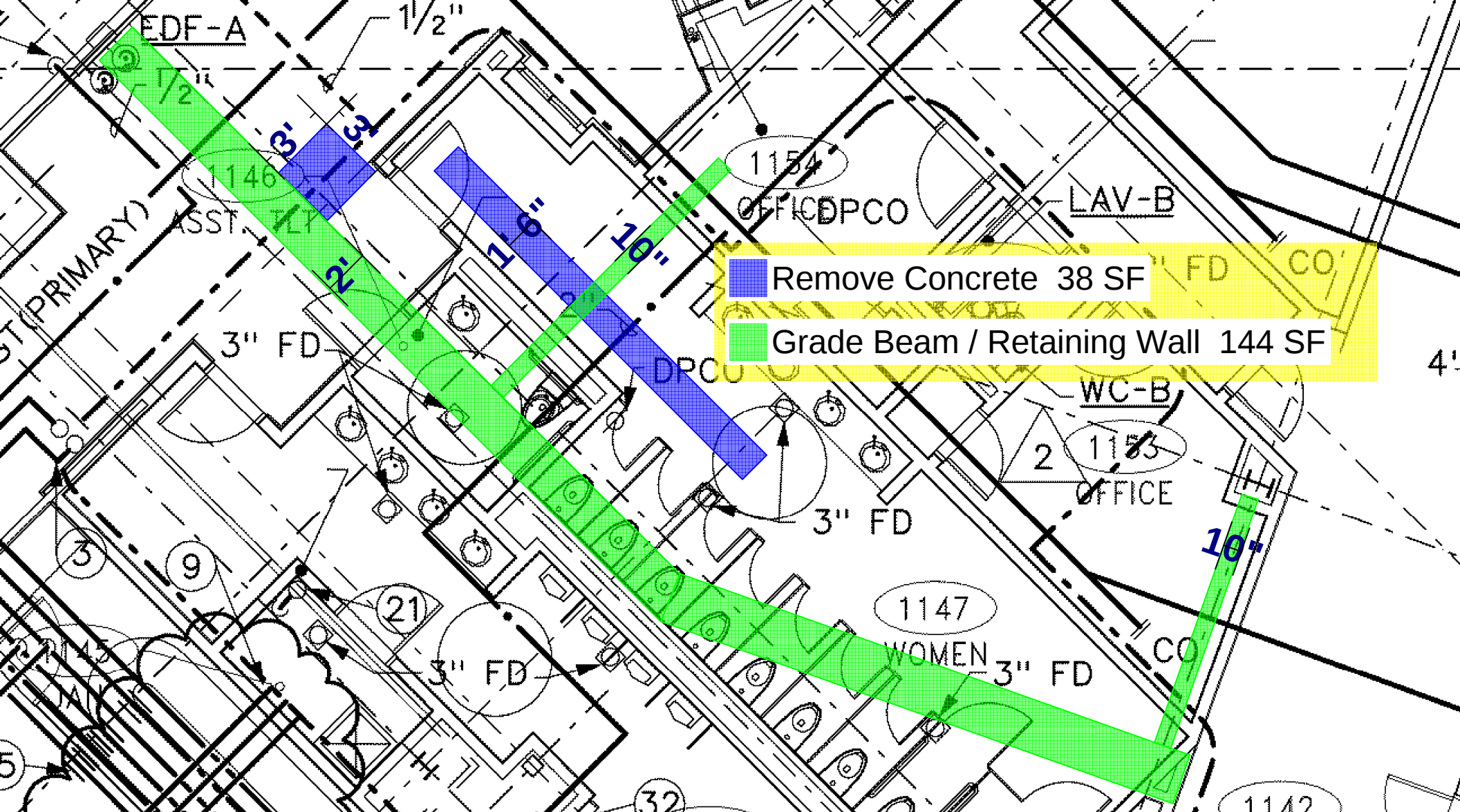
FOR EMPLOYER:

Downstream Development Authority of the
Quapaw Tribe of Oklahoma (O-Gah-Pah)

By: _____

Title: _____

Date: _____



Downstream Casino Resort

JOB DESCRIPTION

POSITION:	In House Counsel
DEPARTMENT:	Executive
REPORTS TO:	General Manager/DDA
GAMING LICENCE RANK:	
PROJECTED EMPLOYEES (FTE):	
JOB SALARY GRADE:	

JOB SUMMARY:

- This newly created position within the Downstream Executive department will be responsible for assisting with and managing a variety of legal matters for Downstream Casino Resort, including; providing legal counsel as required of an in-house attorney; managing liability claims and litigation relating to such claims; assisting with; coverage issues relating to general liability, auto, and property insurance programs; assisting with employment law; assisting with and conducting vendor and other contract review; unemployment claims and hearings; overseeing and handling collections; assisting and supporting the; development of quality assurance and purchasing teams to implement programs and processes to reduce the overall risk profile by creating a safe environment for customers and our team-members; providing guidance and assistance in preparation of policies and procedures; managing and assisting with outside litigation; coordinating with outside legal counsel; preparing regular reports as requested by the Downstream Authority and the General Manager and other members of management; attending meetings and hearings, as necessary, and as required; and other duties and responsibilities of a legal nature, as needed. All functions are to be performed within the guidelines of the Downstream Casino Resort's policies and procedures, Internal Control Standards and objectives.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Proactively work with management and outside counsel and insurance adjustors to minimize Companies risk with open litigated claims; advises each of the Downstream Divisions and Corporate departments in all matters having a legal component or otherwise an element of risk to the organization.
- Negotiate drafts and close agreements/documentation relating to customers, vendors, disputes and corporate activities.
 - o Prepare and review legal pleadings and documents, including managing discovery as it pertains to lawsuits; prepare case summaries to present to senior management for case reviews, reserve increases and settlement authority.
- Discuss settlement strategies and work with legal and insurance carriers as appropriate for the claim threshold.
- Provide legal guidance on employment law/unemployment law cases, policy and procedure including new programs requiring legal input.
- Oversee the pursuit of subrogation claims on property cases where appropriate.

The Downstream Casino Resort reserves the right to make changes to the above job description whenever necessary.

6/8/2011

- Assist with managing general liability risk management team.
- Help manage pre-litigation claims and collaborating with other business departments.
- Manage negotiations, mediations, arbitrations and settlement procedures as assigned.
- Assist in the resolution of customer incidents, while preserving the integrity of the Downstream Casino Resort.
- Assist management on all corporate, legal and regulatory matters, including but not limited to: General contracts, third party agreements, vendor supplier relationships, general litigation, employment law, claims, devising Downstream policies, trademarks
- Draft and assist with the conduct of management correspondence on legal and associated matters.
- Conduct legal research as necessary on pending files, and as requested by other departments.
- Analyze historical data and work with operators, development team, quality assurance team and purchasing team to develop program / processes improvements to reduce the overall risk profile of Downstream and create a safe environment for customers and our associates.
- Provide general legal support as requested in a broad variety of assigned legal topics affecting Downstream, including contract drafting and negotiation, benefits and general litigation matters
- Provide practical and sound legal advice and counsel to Human Resources and management on all legal issues concerning the employer/employee relationship, including but not limited to hiring, employee relations, performance management, discrimination, harassment, wage and hour, non-competes and other restrictive covenants, termination, reductions-in-force, separation agreements, compensation, benefits, policy, Native American preference, diversity and learning and development. Advice and counsel will be both as to day-to-day issues and as to strategic and systemic initiatives.
- Develop, draft, implement and revise workplace policies in collaboration with Human Resources and other functions as appropriate.
- Develop, draft and negotiate comprehensive employment, consulting, separation and settlement contracts and agreements. Strategically and in a cost-effective manner, manage and partner with outside counsel in employment litigation matters. Provide employment and labor law support. Participate on departmental teams to improve process, efficiency, developmental and engagement efforts.
- Provide exceptional customer service to all patrons and communicates in a pleasant, friendly, and professional manner at all times.
- Maintain a professional work environment with supervisors and staff.
- Meet the attendance guidelines of the job and adheres to regulatory, departmental and company policies.
- Attends all necessary training meetings.
- Assist in other projects, as directed.
- Duties, responsibilities, requirements and expectations pertaining to this job are subject to change as needed; hours are to be determined by 24-hour schedule.
-

QUALIFICATIONS/REQUIREMENTS

- Post-graduate degree in law (juris doctor or equivalent) from an accredited law school is required..

The Downstream Casino Resort reserves the right to make changes to the above job description whenever necessary.

6/8/2011

- Applicant must be admitted to practice law before the courts of one or more state or the District of Columbia, and be in good standing in such bars, at the time of employment. Additionally, applicants must be, or agree to become within a reasonable period of time after employment, admitted to practice before the Supreme Court of the State of Oklahoma within a reasonable time after employment. Further, applications must be, or agree to become within a reasonable period of time after employment, admitted to practice in the bar of the United States District Court of the Northern District of Oklahoma. Within a reasonable period of time after employment, applicants must become admitted to the bar of the Tribal Courts of the Quapaw Tribe of Oklahoma (O-Gah-Pah).
- Applicants must have demonstrable knowledge and experience in the areas of Indian law and gaming law.
- The requirements listed below are representative of the knowledge, skill, and/or ability required. To perform this job successfully, an individual must be able to perform each of the essential duties and responsibilities satisfactorily.
- Strong command of employment laws, regulations and best practices; strong interest for the subject that fosters continuous improvement and ongoing subject matter expertise. Familiarity with issues associated with pre-employment testing (of various types) including fitness for duty policy & program..
- Able to work effectively with internal clients as well as external entities and counsel.
- Excellent written and oral communications, client relations, leadership and project management skills, business acumen, attention to detail and accuracy.
- Excellent analytical skills and the ability to present findings and persuasively counsel clients. Be able to render diplomatic, practical, creative and at all times compliant advice in a timely fashion. In addition to qualifications listed above, the successful candidate will be able to work with minimal supervision, be a self-starter, and be focused on impeccable work product. This candidate will have highly developed people skills, with the ability to work well with senior managers as well as employees. Assists in the creation and implementation of Corporate policies.
- Strong leadership, interpersonal and communication skills to interact with business leaders and to effectively manage or interact with staff.
- Ability to solve complex legal issues and apply broad principles.
- Ability to consult with outside counsel.
- Sound analytical techniques and ability to understand legal concepts.
- Ability to work independently, positively handles conflict, and work in a fast-paced environment.
- Displays excellent organizational skills to enable the negotiation/finalization of agreements/documents and to coordinate work for multiple projects.
- Ability to work in a cross-functional environment, while also building strong partner and interdepartmental relationships.
- Must present a well-groomed and professional appearance.
- Must possess excellent communication skills.
- Must be able to read, write, speak and understand English. Must be able to respond to visual and oral cues.
- Ability to write routine correspondence and to speak effectively to the public, employees and customers.
- Must have the ability to deal effectively and interact well with the customers and employees.
- Must have the ability to resolve problems/conflicts in a diplomatic and tactful manner.

The Downstream Casino Resort reserves the right to make changes to the above job description whenever necessary.

6/8/2011

- Must be able to be approved for and maintain a valid gaming license.
- Applicants must be able to substantiate a safe driving record within the parameters acceptable to our liability insurance carrier.
- Work nights, weekends and holidays as required.
- Employment is contingent upon a favorable outcome of a background investigation and drug screening

PHYSICAL, MENTAL AND ENVIRONMENTAL DEMANDS

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.
- Must be able to tolerate areas containing secondary smoke, high noise levels, bright lights and dust.
- Must be able to stand, walk, and move through all areas of the casino.
- Maintain physical stamina and proper mental attitude to work under pressure in a fast-paced, casino environment and effectively deal with customers, management, employees, and members of the business community in all situations.

The Downstream Casino Resort Adheres to all applicable Resolutions of the Quapaw Tribe of Oklahoma. Native American Preference policy does apply.

WHOLESALE SUPPLY AGREEMENT

DATE: _____, 20____ (the "Effective Date").

SELLER: ARROWSTAR ENERGY LLC, an Oklahoma limited liability company ("Seller"), having offices at 5501 N.E. 10th Street, Oklahoma City, Oklahoma 73117

BUYER: Individual(s): _____ N/A _____

Address: _____ and

Company: QUAPAW TRIBE, DOWNSTREAM DEVELOPMENT AUTHORITY

Address: 69300 East Nee Road, Quapaw, OK 74363 (individually and collectively "Buyer").

LOCATION: Convenience store/travel plaza located at I-44 and Hwy 66 (Exit 1), Joplin, Missouri (the "Facility")

Note: If any other travel plazas, convenience stores or retail fuel facilities owned or operated by Buyer or parent, subsidiary or related entities are to be supplied by Seller in the future, such supply relationship will have a wholesale supply agreement substantially in the form as this Agreement.

In consideration of the mutual or respective benefits to be derived by Seller and Buyer under this Wholesale Supply Agreement, including, but not limited to, any Schedules or Exhibits attached to or otherwise a part of this Agreement (all of which collectively shall be consider the "Agreement") and the mutual promises, covenants and agreements set forth below in this Agreement, Seller and Buyer do covenant and agree as follows:

1. Supply Agreement: Buyer agrees to purchase, receive and pay for from Seller, and Seller agrees to sell and supply to Buyer, fuel, subject to the charges and under the terms and conditions set forth in this Agreement. Buyer agrees that during the term of this Agreement Seller shall be Buyer's sole and exclusive source of fuel for sale from or at the Facility. Buyer hereby commits to purchase at least the quantities of fuel set forth in Schedule A attached hereto and by this reference incorporated herein. Buyer hereby covenants, warrants and represents that Buyer currently has no supply agreement in force with any other supplier. Buyer hereby indemnifies and agrees to hold harmless and defend Seller, and its affiliates, agents, members, managers, representatives and employees from and against any and all losses, damages, claims, liabilities, suits, actions, judgments, settlement amounts, expenses (including without limitation, reasonable attorney's fees and expenses) and other costs arising from, resulting out of or in any way related to, directly or indirectly, the existence of another supply agreement with another supplier, any claim of breach of, conspiracy to breach or tortious interference with any such other supply agreement or the foregoing covenant, warranty and representation being untrue.

2. Term: The term of this Agreement shall be for ten (10 years (the "Term"), commencing on the date of the first delivery of fuel under this Agreement.

3. Branded Program and Use of Trademarks:

(a) Buyer wishes to have the Facility authorized and identified as a branded facility affiliated with a major refiner/fuel supplier ("Major Supplier") and desires that Seller facilitate Buyer's right to operate the Facility as affiliated with a Major Supplier (the "Branded Program"). Subject to Buyer's performance of its obligations under this Agreement and compliance with the Branded Program, Buyer shall have the non-exclusive right, through Seller, to display the trademarks, trade names, image standards or other brand identifications (collectively the "Identifications") of Major Supplier. Buyer agrees to abide by and comply with all rules, regulations, standards and guidelines that may be established by such Major Supplier from time to time. Seller reserves the right, with Buyer's consent, which will not be unreasonably withheld, to replace Buyer's Branded Program at anytime with that of another Major Supplier. Buyer acknowledges and agrees that it is not a licensee of the Identifications except as authorized by or through Seller under this Agreement. Major Supplier shall retain all ownership rights to its Identifications. Upon termination of this Agreement, or prior thereto upon demand by Seller or Major Supplier, or immediately upon Buyer's ceasing to sell Major Supplier's branded fuel, Buyer shall discontinue the use of Major Supplier's Identifications and shall permit Seller to de-brand the Facility.

(b) Buyer shall not purchase fuel from sources or suppliers other than Seller or commingle, adulterate or otherwise alter the composition of any fuel delivered to Buyer by Seller.

(c) Buyer agrees to accept all credit cards, credit identifications and any other similar transaction cards ("Credit Card" or "Credit Cards") that Major Supplier's Branded Program allows. Buyer shall process all such transactions through approved electronic point of sale ("EPOS") equipment or system as defined or prescribed by Major Supplier or Seller from time to time. Buyer shall participate in EPOS, electronic data interchange ("EDI") and other means of electronic transmission of data relating to storing and selling petroleum products and related transactions as may be required by Major Supplier or Seller from time to time. Buyer shall participate in promotions required by Major Supplier (unless authorized to be excluded therefrom) and shall maintain the Facility to Major Supplier's standards, as may be amended from time to time.

4. Incentives/Upgrades: If Seller provides financial or other assistance to Buyer, such shall be reflected on Schedule A attached hereto and by this reference incorporated herein. Buyer shall execute a Promissory Note to Seller for the amount of any such financial assistance, but, regardless whether a Promissory Note is executed, Buyer shall nevertheless be conditionally indebted or obligated to Seller to pay or repay the amount invested, expended or paid by Seller unless Buyer shall fully and completely perform its obligations under this Agreement throughout the entire term of this Agreement. Buyer agrees that Seller shall have the right of offset against any incentive amounts payable to Buyer.

5. Force Majeure: Seller will be excused from performance under this Agreement, and relieved of any liability to Buyer, upon and to the extent of any of the following: act of God, strike, riots, acts of terrorism, sabotage, accident, delay by railway or pipeline, other disruption of source of supply, shortage of supply, fire, earthquake, flood, lightning, explosion, government regulation or control, or any other causes beyond Seller's control. In such event, but only in such event, may Buyer temporarily seek to obtain such fuel or fuel-related products from another source during the period that Seller is unable to supply the same and Seller shall be excused from performance to the extent and for as long as such event, occurrence, circumstance or condition prevents performance.

6. Prices: Prices for branded gasoline shall be Seller's posted or listed price per gallon at the time and place the product is loaded for delivery at Seller's supplier's terminal (rack price) plus an agreed-upon mark-up, plus taxes and the cost of transportation as measured by published rates for delivery service. Discounts, if any, are not applicable to taxes or transportation charges.

7. Delivery/Title:

(a) Seller will arrange for and determine the method of delivery of products. Buyer hereby grants to Seller a right to access and come upon Buyer's premises and the Facility as necessary or desirable to carry out and facilitate the provision of services and products contemplated by this Agreement. Buyer shall provide a safe delivery environment. Delivery made to the Facility shall be complete upon unloading of the transport vehicle. Delivery made to equipment furnished by Buyer shall be complete at the point of loading. Subject to Seller's rights under Section 11 below, title and risk of loss shall pass at the delivery point designated herein by Seller when delivery is complete.

Designated Delivery Point: Quapaw Travel Plaza, I-44 and Hwy. 66 (Exit 1), Joplin, Missouri

(b) Buyer shall advise Seller daily of its inventory levels and fuel sales by such method as Seller shall reasonably direct. Seller and Major Supplier shall have reasonable access to the Facility and Buyer's business office to review and audit all business records including, but not limited to, all records of deliveries, sales and inventory reconciliation, take samples of motor fuels stored at the Facility, inspect equipment and the Facility and otherwise verify that Buyer is complying with (i) all of its brand contractual obligations, including, but not limited to, use of the Identifications and (ii) all federal, state and local laws and regulations pertaining to environmental protection and trademark use with respect to brand compliance, but Seller shall have no legal liability or responsibility to do so and shall not have, or be deemed to have, any control over or responsibility for Buyer's Facility or the operation thereof, or Buyer's business methods or interpretations regarding its regulatory compliance or failure to comply, arising from such review or inspection rights or the exercise thereof or any responsibility or liability to any regulatory agency. Buyer reserves to itself control over, and shall be solely responsible or liable for, its compliance with all federal, state and local laws and regulations with respect to the Facility and the operation of a convenience store/retail fuel facility therefrom. If in the opinion of Seller or Major Supplier any fuel samples thus taken are not branded product(s) in the condition in which delivered by Seller to Buyer, then Seller may, at its option, terminate this Agreement or exercise any other remedies available to it.

8. Terms of Payment:

(a) Except to the extent credit is extended by Seller to Buyer, in Seller's sole discretion, all deliveries under this Agreement are due and payable immediately in cash. Buyer shall make payment by automated clearing house ("ACH")

electronic funds debit transactions ("EFT") and hereby authorizes Seller to collect payment via ACH EFT. Seller may make adjustments to the terms of payment upon written notice to Buyer. Notwithstanding payment terms printed on any invoice, if Buyer's obligations to Seller exceed the credit limit available to Buyer from Seller, payment terms for the amount over the credit limit shall be immediate payment.

(b) Any amounts due and owing under this Agreement as of the date of any termination of this Agreement shall remain an obligation of Buyer, shall not be extinguished by such termination and shall be then due and payable immediately. Buyer further agrees that Seller shall have the right of offset and may apply any of Buyer's credit card receipts in Seller's possession or any incentive amounts payable to Buyer against any amounts due from Buyer, or Seller may make a claim under any security delivered by Buyer to Seller to recover, pay or apply same to any amounts or indebtedness Buyer is obligated to pay Seller under this Agreement not otherwise paid by Buyer.

9. Credit: Seller may, solely at its discretion, extend credit to Buyer, but such extension of credit shall only be made in writing by Seller's Credit Department and shall be subject to any of Seller's requirements, credit policies and procedures, including, without limitation, Buyer furnishing security acceptable to Seller. Buyer shall provide current financial information as requested by Seller. If Seller determines that Buyer's financial condition is at any time unsatisfactory to Seller, Buyer shall furnish to Seller further security satisfactory to Seller upon Seller's demand. Seller reserves the right to withdraw such credit at any time on giving Buyer notice thereof.

10. In addition to any other remedies available to Seller in the event of nonpayment of amounts owed by Buyer to Seller, Seller shall have the right to recover such outstanding amount from (i) accounts receivable owing to Buyer or credit card receipts for the purchase of fuel being processed through Seller; (ii) all of Buyer's equipment purchased from Seller and all replacements of or substitutions therefore, and (iii) all proceeds of or from Buyer's fuel inventory.

11. Credit Card Receipts:

(a) Seller may, is authorized to and shall offset valid credit card receipts that have been credited to Seller's account against any and all monies owed by Buyer to Seller.

(b) Buyer shall immediately pay Seller for all credit card charge-backs or reassigned invoices from Major Supplier, such payment to be in the form of payment authorized by Seller. Buyer acknowledges receipt of a copy of Major Supplier's credit card guide and Seller's credit card procedures and agrees to be bound by all of the terms and conditions thereof, as amended from time to time.

12. Intentionally Deleted.

13. Assignment: Buyer shall not assign this Agreement or any portion hereof, or assign, sell, convey or lease the Facility or Buyer's interest in the Facility without Seller's prior written consent, which consent shall not be withheld unreasonably.

14. Obligations to Run with the Land: This Agreement and Buyer's obligations hereunder, shall run with the land and continue in force so long as the term of this Agreement has not expired or this Agreement has not otherwise been terminated by Seller. Buyer shall require that any buyer, lessee, transferee, assignee or grantee of the Facility or Buyer's interest in the Facility to assume, agree to, perform, ratify and confirm this Agreement in writing.

15. Insurance. Buyer shall keep in force and effect throughout the Term of this Agreement insurance of the types, covering risks and in the minimum amounts as set forth in Schedule B attached hereto and by this reference incorporated herein. All insurance required hereunder and provided by Buyer shall be primary to any other insurance coverage available to Seller and shall apply and be in full force and effect regardless of other insurance. Buyer shall cause the above insurance policies to name Seller, Star Fuel of Oklahoma, LLC, a Kansas limited liability company, and Major Supplier as additional insureds. Upon the execution of this Agreement, and thereafter periodically upon Seller's request, Buyer shall furnish to Seller certificates of insurance. Buyer shall cause all insurance certificates to contain a statement that the insurance coverage shall not be materially changed or canceled without at least a thirty (30) day prior written notice to Seller. Insurance coverage obtained, maintained or provided by Buyer shall be with a reputable insurer. Without limiting the foregoing, and in addition thereto, Buyer hereby indemnifies and agrees to hold harmless and defend Seller, and its affiliates, agents, members, managers, representatives and employees from and against any and all losses, damages, claims, liabilities, suits, actions, judgments, settlement amounts, expenses (including without limitation, reasonable attorney's fees and expenses) and other costs arising from, resulting out of or in any way related to, directly or indirectly, to Buyer's operation of the Facility or its failure to comply with applicable law.

16. Default/Termination of Buyer.

(a) If (i) Buyer fails to timely make any payment under this Agreement when due, (ii) Buyer fails to comply with the provisions of Sections 13, 14 or 15 of this Agreement, (iii) Buyer defaults in the performance of its obligations under the Branded Program or the Facility is de-branded for any reason whatsoever during the Term of this Agreement, (iv) the Facility is closed for a period of seven (7) or more consecutive days or is otherwise abandoned by Buyer, (v) Buyer makes or has made a material false, fraudulent or misleading statement to Seller in any agreement, credit application or similar document or (vi) Buyer otherwise fails to perform any of its obligations under this Agreement or any other agreement between the parties, such shall be a default ("Default") under this Agreement if Buyer fails to cure such default within (i) five (5) days after Seller has given Buyer written notice of a monetary default or (ii) twenty (20) days after Seller has given Buyer written notice of a non-monetary or any other default. In the event of the occurrence of a Default Seller will have all rights and remedies available under law, including, without limitation, the right to terminate this Agreement in accordance with the provisions of the Petroleum Marketing Practices Act ("PMPA"), the right of Seller to immediately stop shipment of products and the right to obtain the liquidated damages provided for in this Agreement. Seller shall not be obligated to ship any fuel or fuel-related products provided under this Agreement to Buyer during any period when a Default has occurred or is pending and uncured or during the 5-day cure period applicable to monetary defaults. All such remedies shall be cumulative, and Seller's resort to one remedy shall not be deemed an election of remedies.

(b) Subject to any other requirements imposed by applicable law, this Agreement may be terminated by Seller immediately upon delivery of notice to Buyer (i) if Buyer becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefit of debtors or Buyer's creditors, or if a receiver is appointed for Buyer, or if Seller reasonably believes that Buyer is insolvent or financially insecure or can not pay its bills as they become due, (ii) if Buyer commingles with branded fuel, adulterates branded fuel or sells as branded fuel any unbranded or other-branded fuel, or (iii) if Buyer engages in fraud or criminal misconduct or if Buyer engages in or permits any illegal or improper act or conduct on or about the Facility.

(c) Should Buyer default under or terminate this Agreement before the expiration of the Term hereof (as it may be extended), Buyer hereby agrees to pay or reimburse Seller for, and hereby indemnifies and agrees to hold Seller harmless from any liability for, any unamortized, unpaid or unrealized portion of the financial assistance, imaging or branding costs, rebates or incentives (whether paid up-front, as "cents per gallon" ("CPG") payments or otherwise) provided to Buyer by Seller or assumed by Buyer, if any (including "true-up" by Major Supplier after Buyer's first year from Buyer's failure to purchase minimum quantities on which up-front incentive amounts were based). Seller, or Seller's agent, shall have the right to recover and collect damages from Buyer's termination or breach of or under this Agreement and Buyer shall further immediately pay in full of all amounts due for fuel purchased under this Agreement or otherwise due under this Agreement.

(d) Upon the termination of this Agreement or a de-branding of the Facility, Seller, or Seller's agent, shall have the right, at its option and at Buyer's expense, to enter upon the Facility to remove, paint over, or obliterate any Identifications, Branded Program equipment, fixtures, signs, symbols or colors on or at the Facility or on the buildings or equipment comprising a part of the Facility that in Seller's opinion would lead a patron to believe Major Supplier's Branded Program products are being offered for sale at the Facility.

(e) Termination of this Agreement by either party for any reason shall not relieve Buyer of its indemnity obligations or any obligations with respect to payment or repayment of any payables, indebtedness or other obligation previously accrued or accruing under this Agreement.

(f) Buyer's failure to purchase the minimum quantities set forth in Schedule A will result in serious losses to Seller. Buyer and Seller acknowledge that the amount of those losses would or will be difficult, if not impossible, to ascertain. Upon any termination of or default of or under this Agreement, if Buyer otherwise fails or is likely to fail to purchase the minimum quantities set forth in Schedule A, Buyer agrees to pay to Seller, liquidated damages to compensate for such losses, such liquidated damages to be in an amount equal to two cents (\$.02) per gallon multiplied by the difference between the aggregate minimum number of gallons set forth in Schedule A, measured from the Effective Date of this Agreement to the end of the specified term of this Agreement even if terminated prior to the end of such term, and the number of gallons actually purchased to the date of termination or default. Buyer acknowledges and agrees that these liquidated damages are not a penalty and are a reasonable estimate of Seller's damages. These liquidated damages are based solely on losses resulting from Buyer's failure, whether actual or likely, to make minimum purchases going forward and shall not affect or reduce any other damages or losses Seller may sustain or other amounts due and owing by Buyer to Seller nor affect or limit such other rights and remedies as Seller may have under this Agreement or under applicable law including, but not limited to, the PMPA and the Uniform Commercial Code.

(g) In the event of any litigation between the parties with respect to any aspect of this Agreement or any rights hereunder or any claim of default, the prevailing party shall be entitled to be reimbursed its reasonable attorney's fees and expenses from and by the losing party.

17. Governing Law and Venue. The Parties agree that this Agreement shall be governed by the laws of the Quapaw Tribe, the State-Tribal Compact, federal laws and the laws of the State of Oklahoma, in that order, in all matters of construction, validity, performance and enforcement, as those laws apply to Agreements executed, delivered and performed solely within the jurisdiction of the Quapaw Tribe. The Parties acknowledge that sites where the goods and services will be used or installed and the performance of this Agreement will occur on Indian Lands as defined by the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et seq., under the jurisdiction of the Quapaw Tribe. Venue shall be in the Quapaw Tribe.

18. Limited Waiver of Sovereign Immunity. Buyer hereby grants to Seller and to no other person corporation, partnership or entity whatsoever, a limited waiver of its sovereign immunity from suit, provided that such limited waiver applies only to claims arising under this Agreement and only if filed in the District Court of the Quapaw Tribe solely in relation to claims for relief in the form of an order: 1) compelling Buyer to take action expressly required by this Agreement; 2) compelling Buyer to discontinue action expressly prohibited by this Agreement; and/or 3) awarding money damages against Buyer for breach of this Agreement. Under no circumstances shall this limited waiver be construed to authorize any enforcement of any kind whatsoever against any assets of Buyer except: 1) its unobligated revenues from the sale of fuel; nor shall it be construed to authorize any award of extraordinary, punitive, or consequential damages. Nothing in this paragraph authorizes any waiver, limitation, or modification of the sovereign immunity of Buyer from unconsented suit nor recovery of any award of damages against the Buyer from any assets of the Quapaw Tribe other than those of Buyer as specifically provided herein.

19. Entire Agreement: This Agreement and the Schedules and Exhibits attached hereto, and Major Supplier's Branded Program (including exhibits, if any) are a final, complete and exclusive statement of the agreement between Seller and Buyer and supersede all prior agreements, attachments, schedules, promises and understandings between the parties pertaining to the matters covered under this Agreement except for (i) the terms of the Confidential Credit Application and Acknowledgement of Terms executed by Buyer, which is incorporated herein by reference and (ii) any indebtedness owed to Seller by Buyer. This Agreement may be executed in counterparts. **EXECUTION OF THIS AGREEMENT BY BUYER IS AN ACKNOWLEDGEMENT THAT NO REPRESENTATIONS BY OR FOR SELLER NOT SET FORTH IN WRITING IN THIS AGREEMENT HAVE BEEN MADE OR RELIED UPON BY BUYER.** Buyer agrees to execute any additional instruments or agreements as may be reasonably required by Seller to carry out the intent of this Agreement or to perfect or give further assurance to Seller of any of the rights granted, conferred or provided for in or under this Agreement or in any other agreement entered into in connection herewith.

20. Waiver of Jury Trial: **ALL OF THE PARTIES TO THIS AGREEMENT KNOWINGLY AND INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY, WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR CONCERNING THIS AGREEMENT, IF SUCH WAIVER IS NOT A VIOLATION OF PMPA. EACH PARTY ACKNOWLEDGES THAT THIS SECTION HAS EITHER BEEN BROUGHT TO THE ATTENTION OF EACH PARTY'S LEGAL COUNSEL OR THAT EACH HAS HAD THE OPPORTUNITY TO DO SO.** _____(Initials)

21. Express Warranties/Disclaimer of Liability. Seller warrants that the products supplied hereunder will meet and conform to product specifications, technical literature and printed advertisements, if any, related specifically to such products, respectively, and will be of the type and amount ordered by Buyer, that it will take reasonable steps to cause same to be timely delivered by common carrier and that it will convey good title to the products supplied hereunder, subject to any security interests retained by Seller, and free from all liens. To the fullest extent permitted by law, Seller's liability under this Agreement in general and with respect to the express warranties above shall be limited to refund or replacement of defective or nonconforming fuel supplied by Seller and Seller shall not in any event be liable for any punitive, exemplary, special, indirect or consequential damages including, without limitation, lost or anticipated profits.

22. Compliance with Laws. Buyer will exercise the strictest care required by law and otherwise comply with all applicable federal, tribal, state and local laws, regulations and ordinances as exist now or here after, including, without limitation, any laws concerning owning, operating, receiving, storing, handling, offering for sale, selling, delivering for use, exchanging in trade or using fuel or hazardous materials.

23. Time of the Essence. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE PERFORMANCE OF OBLIGATIONS HEREUNDER.**

24. Indemnification. Seller shall hold harmless and indemnify Buyer against losses, costs, damages, expenses, or other liabilities related to injuries to persons or property arising from negligent performance of the Seller's duties under this Agreement.

25. Insurance. As applicable under this Agreement, Seller shall obtain and maintain any required insurance for the duration of the Agreement in the amount required and will provide a Certificate of Insurance naming Buyer as an additional insured.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

SIGNATURES ARE ON NEXT PAGE.

Executed and delivered the day and year first above-written.

SELLER:

ARROWSTAR ENERGY LLC

By: _____
Its: _____
Title: _____

BUYER:

QUAPAW TRIBE
DOWNSTREAM DEVELOPMENT AUTHORITY

By: _____
Print Name: _____
Title: _____

Schedule A
to
Wholesale Supply Agreement

This Schedule A is attached to and made a part of the Wholesale Supply Agreement (the “Agreement”) to which it is attached.

QUANTITY. Buyer commits to purchase at least the following amounts of fuel annually:

Gasoline/Diesel: _____ gallons combined total.

Failure to purchase at least the minimum amounts of gasoline and/or diesel in any calendar year, or failure to purchase gasoline and/or diesel exclusively from Seller, may result, in Seller’s sole discretion, in Buyer’s forfeiture of any entitlement to any incentives, rebates, discounts or the like.

The incentives or rebates to be provided by Seller to Buyer under, and subject to, the Agreement (each to be initialed):

So long as the Facility is branded ConocoPhillips, Seller will pay Buyer incentive rebates equal to an aggregate amount of eighteen cents (\$.18) per gallon of gasoline, payable as follows: three cents (\$.03) per gallon based on projected annual or first-year volume upfront and one and 5/10 cents (\$.015) per gallon of gasoline purchased for or during each of the ten (10) years of the Term of the Agreement, ending on the tenth (10th) anniversary of the Effective Date of the Agreement, at which time no further incentives shall be payable; provided, however, with respect to the up-front payment, subject to “true up” after the first (1st) year (and reimbursement to Seller from Buyer of any overpayment from a shortfall in purchased volume vs. projected volume, whether from withholding of incentives or otherwise). Incentives shall be payable when received from Major Supplier and are payable based on, subject to and contingent on (i) purchases of minimum quantities of gasoline per year, and (ii) so long as received from Major Supplier; if at any time the Facility is debranded or otherwise not branded ConocoPhillips, there shall be no further incentive rebates payable to Buyer and Buyer shall have repayment obligations for the unamortized portion of the incentive rebates already paid.

Seller will pass through the 1% payment discount it receives from Major Supplier so long as Seller receives such discount and so long as payment for fuel by Buyer is in compliance with payment terms.

Buyer’s Initials

Schedule B
to
Wholesale Supply Agreement

This Schedule B is attached to and made a part of the Wholesale Supply Agreement (the “Agreement”) to which it is attached.

Required Insurance Coverages

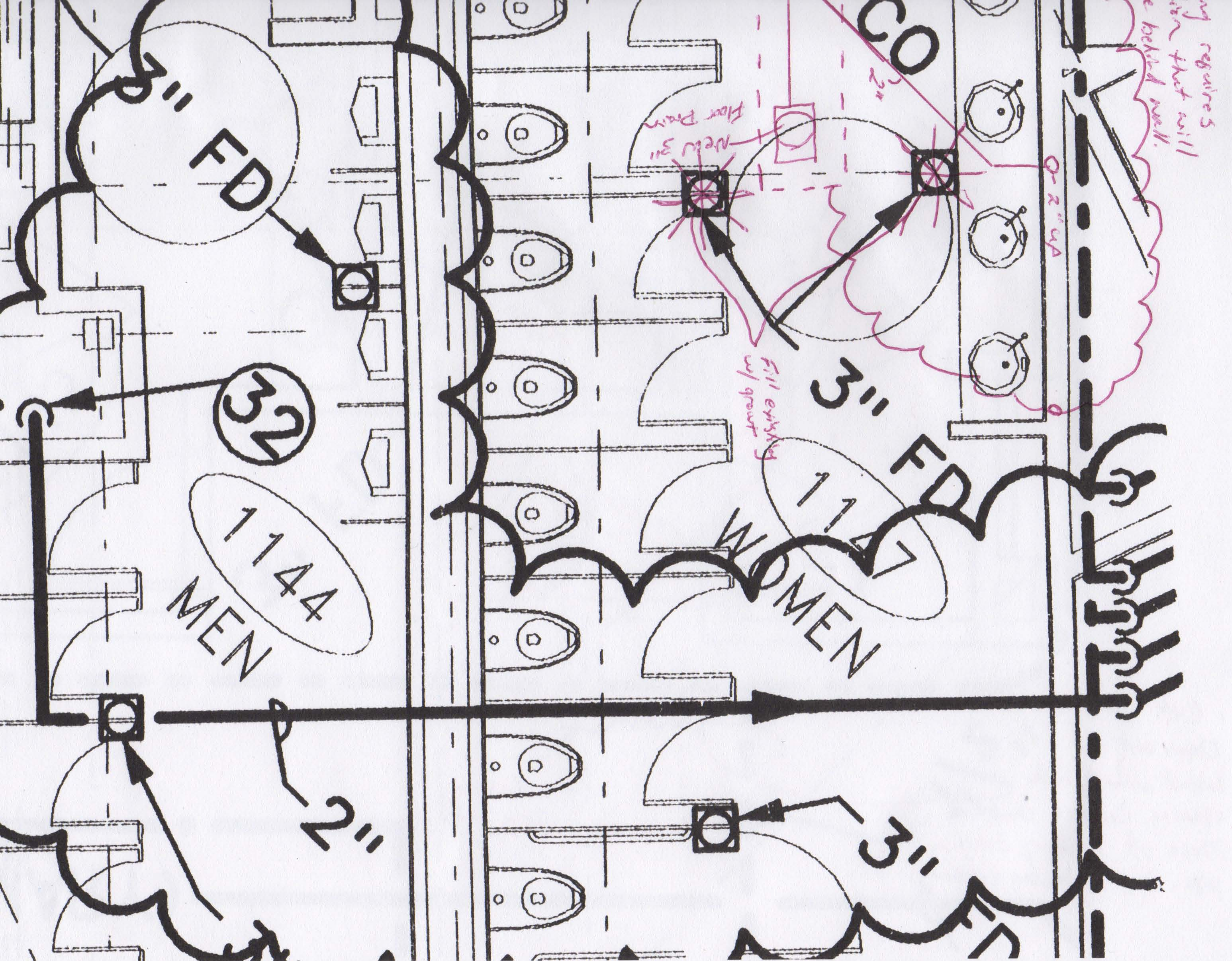
(1) Workers Compensation Insurance or similar insurance, including all such insurance as may be required by all applicable state and federal workers compensation laws, with, where permitted by applicable law, a waiver of subrogation in favor of Seller.

(2) Employer’s Liability Insurance with amounts required by law or not less than \$1,000,000 for any one occurrence (including, but not limited to, \$1,000,000 disease policy limit and each employee), whichever is greater, with, where permitted by applicable law, a waiver of subrogation in favor of Seller.

(3) Commercial General Liability Insurance or Comprehensive General Liability Insurance, on an “Occurrence Form” and with Broad Form CGL endorsement, with a combined single limit of not less than \$1,000,000 per occurrence and general aggregate, including coverage for (i) premises and operations, (ii) products and completed operations, (iii) explosion, collapse and underground damage, (iv) contractual liability, (v) sudden and accidental pollution liability and (vi) if alcoholic beverages are sold at the Facility, liquor liability (for a Buyer owning or operating four (4) or more locations, the foregoing limit shall be an aggregate limit of \$3,000,000).

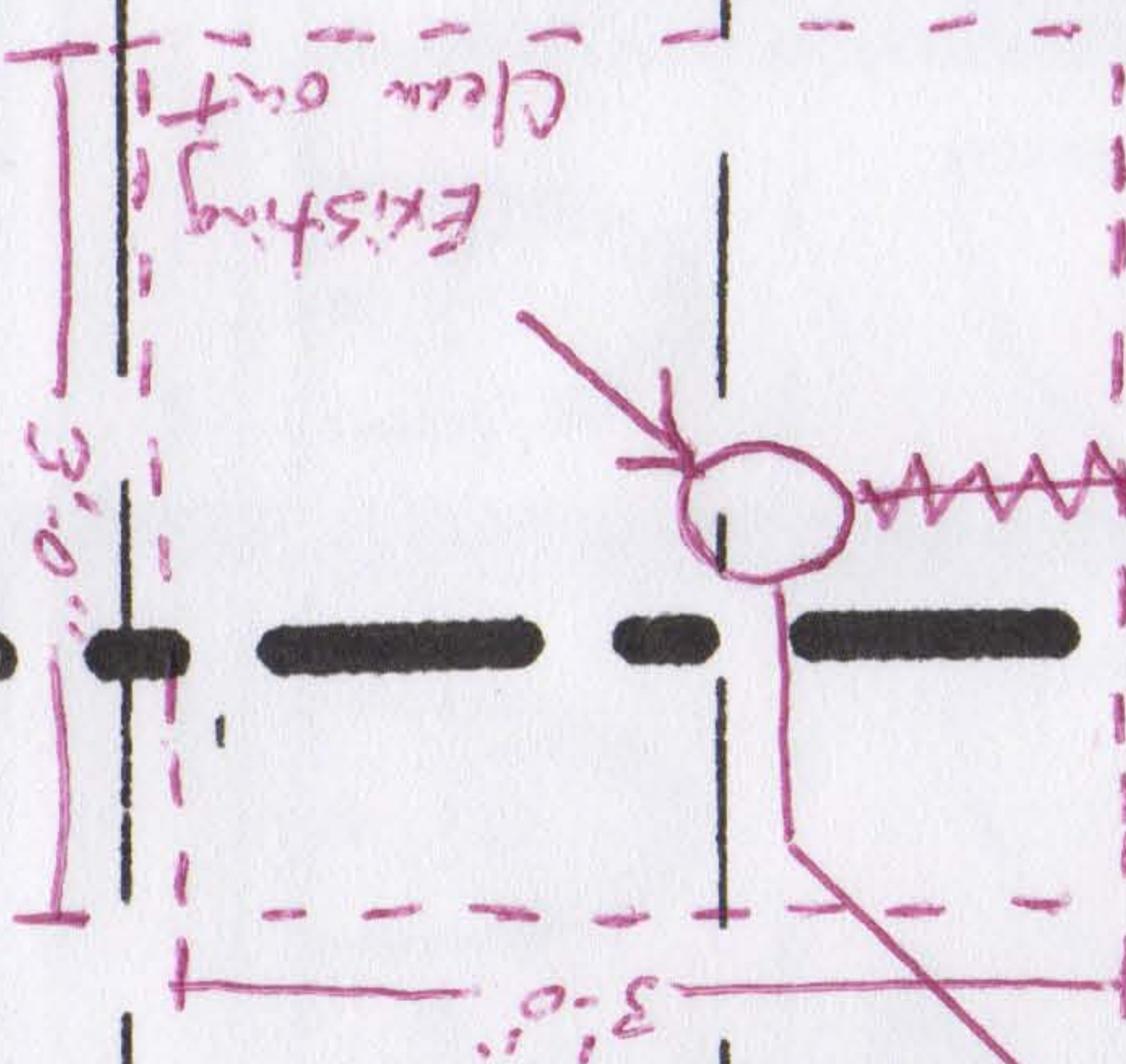
(4). Business Automobile Liability Insurance covering liabilities for the death of or injury to any one person and liabilities for loss of or damage to property resulting from any one accident with combined single limit of not less than \$1,000,000 per occurrence.

Buyer’s Initials



MARY)

Cut Riser to
Clean out and
install new Branch
opening. Remove short
piece of Broken existing
pipe. Cap & abandon existing.



3" FD

New 4" Sewer

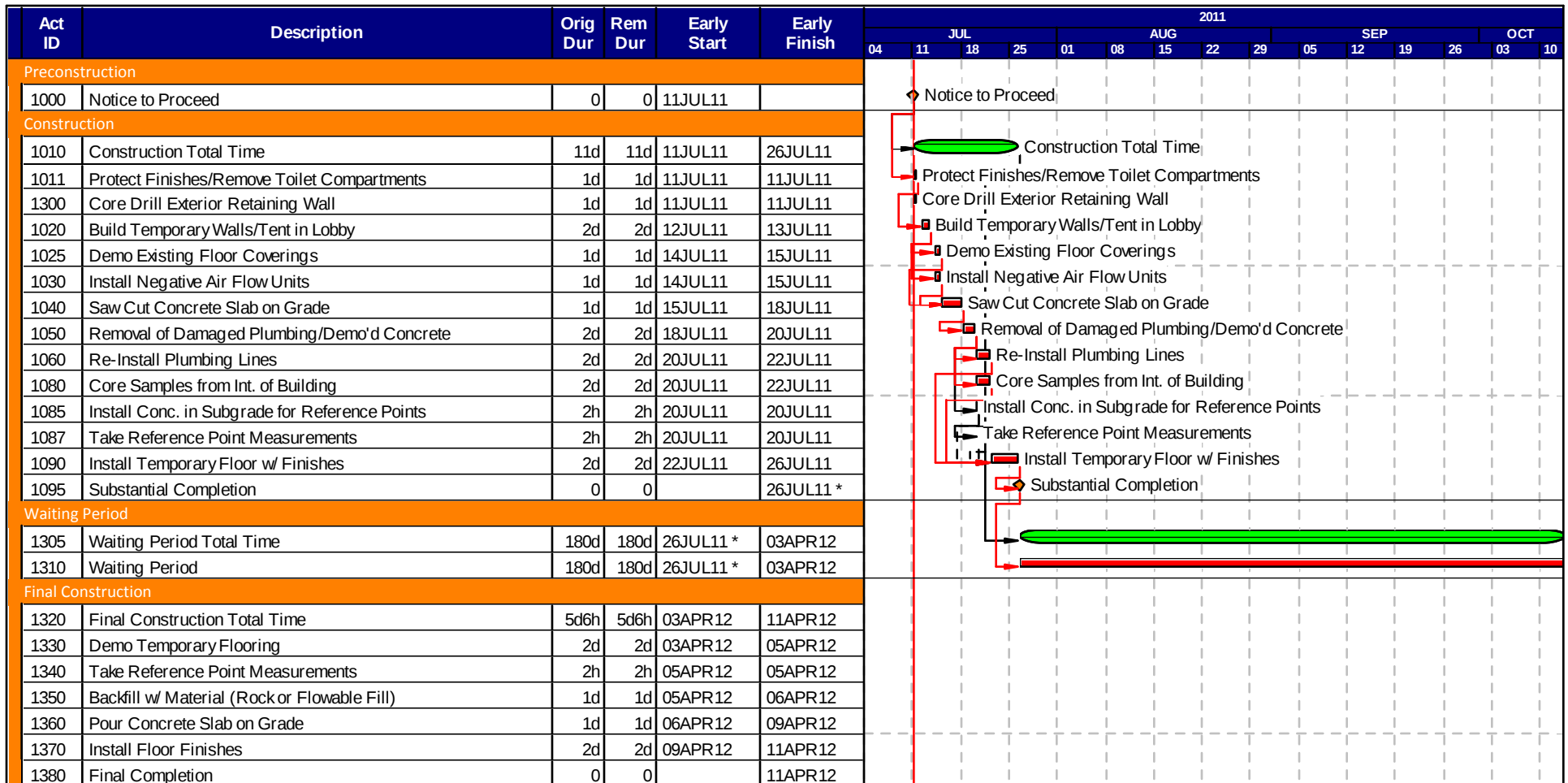
4" up toilet
& lav.

1146

ASST.

TLL

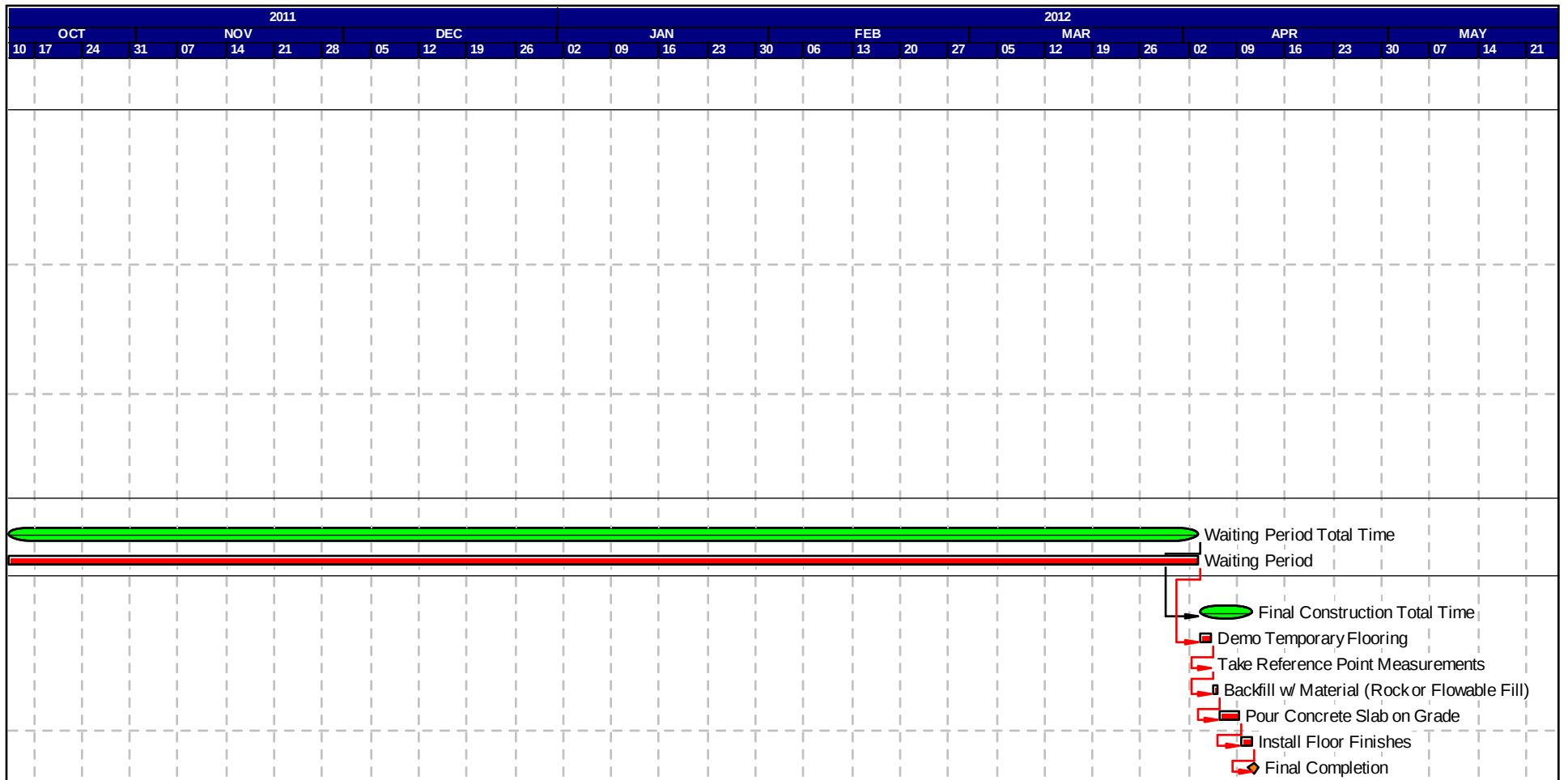
Paraflex Bank
Some field work
be done from



Start date	11JUL11
Finish date	11APR12
Data date	11JUL11
Run date	27JUN11
Page number	1A
© Primavera Systems, Inc.	

Manhattan Construction Company Downstream Plumbing Issues

-  Early bar
-  Progress bar
-  Critical bar
-  Summary bar
-  Start milestone point
-  Finish milestone point



Start date	11JUL11
Finish date	11APR12
Data date	11JUL11
Run date	27JUN11
Page number	1B
© Primavera Systems, Inc.	

Manhattan Construction Company Downstream Plumbing Issues

	Early bar
	Progress bar
	Critical bar
	Summary bar
	Start milestone point
	Finish milestone point