

Downstream Development Authority of the Quapaw Tribe of Oklahoma
Supplement to Minutes dated 2/28/12
Email Poll

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

Two email polls were conducted on Wednesday 3/14/12.

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION
ATTORNEY WORK PRODUCT/ALL PRIVILEGES CLAIMED

I am attaching the final, clean version of the CIT commitment letter, which CIT's counsel sent out last night. I am also forwarding again the draft authorizing resolution (in two formats, one for an actual meeting and one for an electronic vote).

There is nothing on the legal end holding up the Authority vote. I have not yet received an "official" execution version of the commitment letter from CIT's counsel. However, if you want to go ahead and sign the attached, which CIT sent out last night, I think that would be fine, as there is a fairly low risk that CIT will make additional changes.

Vote:

John Berrey	Yes	Ranny McWatters	Yes
Marilyn Rogers	Yes	Larry Ramsey	Yes
Tamara Smiley	Yes		

5 yes, 0 no, 0 abstaining, 0 absent
Motion Carries.

MCC has presented letters of recommendations for subs for the following:

1. Green Country for drywall, EFIS & Metal Stud Package - \$5,165,716
2. Johnson equipment for roll up doors - \$17,348
3. Johnson Equipment for dock equipment - \$9,563

DDA approval is need for John to sign, please let me know your vote.

Vote:

John Berrey	Yes	Ranny McWatters	Yes
Marilyn Rogers	Yes	Larry Ramsey	Yes
Tamara Smiley	Yes		

5 yes, 0 no, 0 abstaining, 0 absent
Motion Carries.

RESOLUTION NO. 031412-A

A RESOLUTION APPROVING A COMMITMENT LETTER AND TERM SHEET BETWEEN THE DOWNSTREAM AUTHORITY AND CIT LENDING SERVICES CORPORATION, CIT BANK, AND CIT CAPITAL SECURITIES LLC

WHEREAS, the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the “Authority”), is an unincorporated entity wholly owned by the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the “Tribe”), a federally recognized Indian nation; and

WHEREAS, the Authority was created under the laws of the Tribe and authorized to develop, construct, manage, and operate the Downstream Casino Resort (the “Resort”) and to engage in gaming pursuant to Tribal, federal, and state law on the Indian lands of the Tribe within the original Quapaw Reservation, as established as a homeland for the Quapaw Nation by the Treaty of May 13, 1833, *Quapaw Code* Title 17, § 101 *et seq.*; and

WHEREAS, the Authority is expressly authorized to exercise its powers in the best interest of the Tribe, and to enter into agreements relating to gaming, financing, and other operations at the Resort; and

WHEREAS, the Authority, in accordance with long-range plans for the development of the Resort made in accordance with professional business advice and approved in 2011, the Authority has determined that it is in the best interests Authority and of the Tribe to proceed with the planned financing for an expansion of the Resort hotel, along with associated and related projects; and

WHEREAS, the Authority has selected as financial agents, arrangers, and lenders for the financing of the hotel expansion and related projects three entities, CIT Lending Services Corporation, CIT Bank, and CIT Capital Securities LLC (the CIT entities collectively referred to hereinafter as the “CIT Parties”), and, with and through the assistance of Authority staff and counsel, the Authority has negotiated a Commitment Letter, Term Sheet, and Fee Letter with such CIT Parties (the Commitment Letter, Term Sheet, and Fee Letter with attached schedules, are collectively referred to hereinafter as the “Commitment Letter”), the drafts of which have been made available to and have been reviewed by the Board of Members of the Authority, and which Commitment Letter is intended to be, pursuant to its terms, a confidential and proprietary document of the Authority.

NOW, THEREFORE BE IT RESOLVED THAT the Authority hereby approves the Commitment Letter, and further authorizes the Chairman of the Board of Members of the Authority to complete any remaining negotiations of the Commitment Letter, or any of its parts, in consultation with the Members of the Authority, and to execute and deliver such Commitment Letter to the CIT Parties.

BE IT FURTHER RESOLVED THAT the Authority hereby authorizes and approves the dispute resolution provisions in the Commitment Letter, and hereby unconditionally and irrevocably approves and authorizes the limited waiver of immunity set forth in the Commitment Letter for purposes of permitting the CIT Parties to enforce the Commitment Letter.

BE IT FURTHER RESOLVED THAT the Commitment Letter shall be maintained as a strictly confidential and proprietary document of the Authority, in accordance with its terms.

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

The foregoing resolution of the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) was presented and duly adopted at a regular meeting of the Members of the Authority on March 14, 2012, with a vote reflecting ____ yes, ____ no, ____ abstaining, and ____ absent.

John L. Berrey, Chairman
Downstream Authority

Larry Ramsey, Secretary
Downstream Authority

RESOLUTION NO. 031412-A

A RESOLUTION APPROVING A COMMITMENT LETTER AND TERM SHEET BETWEEN THE DOWNSTREAM AUTHORITY AND CIT LENDING SERVICES CORPORATION, CIT BANK, AND CIT CAPITAL SECURITIES LLC

WHEREAS, the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the “Authority”), is an unincorporated entity wholly owned by the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the “Tribe”), a federally recognized Indian nation; and

WHEREAS, the Authority was created under the laws of the Tribe and authorized to develop, construct, manage, and operate the Downstream Casino Resort (the “Resort”) and to engage in gaming pursuant to Tribal, federal, and state law on the Indian lands of the Tribe within the original Quapaw Reservation, as established as a homeland for the Quapaw Nation by the Treaty of May 13, 1833, *Quapaw Code* Title 17, § 101 *et seq.*; and

WHEREAS, the Authority is expressly authorized to exercise its powers in the best interest of the Tribe, and to enter into agreements relating to gaming, financing, and other operations at the Resort; and

WHEREAS, the Authority, in accordance with long-range plans for the development of the Resort made in accordance with professional business advice and approved in 2011, the Authority has determined that it is in the best interests Authority and of the Tribe to proceed with the planned financing for an expansion of the Resort hotel, along with associated and related projects; and

WHEREAS, the Authority has selected as financial agents, arrangers, and lenders for the financing of the hotel expansion and related projects three entities, CIT Lending Services Corporation, CIT Bank, and CIT Capital Securities LLC (the CIT entities collectively referred to hereinafter as the “CIT Parties”), and, with and through the assistance of Authority staff and counsel, the Authority has negotiated a Commitment Letter, Term Sheet, and Fee Letter with such CIT Parties (the Commitment Letter, Term Sheet, and Fee Letter with attached schedules, are collectively referred to hereinafter as the “Commitment Letter”), the drafts of which have been made available to and have been reviewed by the Board of Members of the Authority, and which Commitment Letter is intended to be, pursuant to its terms, a confidential and proprietary document of the Authority.

NOW, THEREFORE BE IT RESOLVED THAT the Authority hereby approves the Commitment Letter, and further authorizes the Chairman of the Board of Members of the Authority to complete any remaining negotiations of the Commitment Letter, or any of its parts, in consultation with the Members of the Authority, and to execute and deliver such Commitment Letter to the CIT Parties.

BE IT FURTHER RESOLVED THAT the Authority hereby authorizes and approves the dispute resolution provisions in the Commitment Letter, and hereby unconditionally and irrevocably approves and authorizes the limited waiver of immunity set forth in the Commitment Letter for purposes of permitting the CIT Parties to enforce the Commitment Letter.

BE IT FURTHER RESOLVED THAT the Commitment Letter shall be maintained as a strictly confidential and proprietary document of the Authority, in accordance with its terms.

BE IT FURTHER RESOLVED THAT the Board, without objection by any Member, takes the formal actions set forth herein by and through an electronic/telephonic vote, and without a meeting, for the reason that the Board previously has debated and approved the subject transaction, and further for the reason that the Members have had an opportunity to review the Commitment Letter, and therefore deem it appropriate and necessary to proceed without further delay.

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

The foregoing resolution of the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) was presented and duly adopted through an electronic/telephonic vote of the Members of the Authority on March 14, 2012, with a vote reflecting ____ yes, ____ no, ____ abstaining, and ____ absent.

John L. Berrey, Chairman
Downstream Authority

Larry Ramsey, Secretary
Downstream Authority



CIT Bank
2180 South 1300 East
Suite 250
Salt Lake City, Utah 84106

CIT Lending Services Corporation
CIT Capital Securities LLC
1 CIT Drive
Livingston, New Jersey 07039

March __, 2012

Senior Credit Facilities
Commitment Letter

CONFIDENTIAL

Downstream Development Authority
of the Quapaw Tribe of Oklahoma (O-Gah-Pah)
69300 E. Nee Road
Quapaw, OK 74363
Attention: John L. Berrey, Chairman

Ladies and Gentlemen:

Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) ("Borrower"; sometimes referred to herein as "you"), a wholly-owned unincorporated instrumentality of the Quapaw Tribe of Oklahoma (O-Gah-Pah), a federally recognized Indian tribe (the "Quapaw Tribe"), has advised CIT Lending Services Corporation ("CITLSC" or "Agent"), CIT Bank ("CIT Bank") and CIT Capital Securities LLC ("CITCS" or "Arranger" and, together with CITLSC, and CIT Bank, the "Commitment Parties"; sometimes referred to herein as "we" or "us") that it intends to refinance its existing FF&E credit facilities and finance the expansion of the Downstream Casino Resort located near Quapaw, Oklahoma, which is owned and operated by Borrower (the "Expansion Project") (such transactions being collectively referred to herein as the "Transaction").

1. **Commitments.**

Borrower has requested that the Commitment Parties agree to structure senior credit facilities in the aggregate amount of up to \$43,000,000 (to be comprised of a delayed draw term loan facility in an aggregate principal amount of \$35,000,000 and an FF&E facility in an aggregate principal amount of up to \$8,000,000) (collectively, the "Senior Credit Facilities"), and that CITCS agree to arrange and syndicate such Senior Credit Facilities to a group of lenders. The proceeds of loans made under the Senior Credit Facilities will be used: (i) to refinance all of the obligations of Borrower outstanding under its existing FF&E credit facilities; (ii) to fund the Expansion Project; (iii) to pay for fees and expenses associated with the Transaction; and (iv) for other general corporate purposes. The sources and uses of funding for the Transaction are described in the Sources and Uses Table attached hereto as Schedule I.

Based upon and subject to the terms and conditions set forth in this commitment letter (the "Commitment Letter"), the Summary Terms and Conditions attached hereto as Appendix A (the "Term Sheet") and the fee letter of even date herewith (the "Fee Letter", and together with the Commitment Letter and the Term Sheet, the "Commitment"), (i) CIT LSC and CIT Bank are pleased to advise you of their joint and several commitment to provide up to \$20,000,000 of the Senior Credit Facilities (allocated \$16,279,069.77 to the delayed draw term loan facility and \$3,720,930.23 to the FF&E facility), (ii) CIT LSC is pleased to advise you of its agreement to act as the administrative agent and collateral agent in respect thereof and (iii) CITCS is pleased to advise you of its agreement to act as the arranger and sole bookrunner for the Senior Credit Facilities and to use commercially reasonable efforts to arrange a syndicate of lenders to provide the balance of the necessary commitments for the Senior Credit Facilities. It is a condition to the commitments of the Commitment Parties that the portion of the Senior Credit Facilities not being provided by CIT shall be provided by other lenders. CIT LSC will act as the sole administrative agent and sole collateral agent and CITCS will act as the sole lead arranger and sole bookrunner for the Senior Credit Facilities. You agree that no other agents or arrangers will be appointed, and no other titles or compensation (other than as set forth in the Fee Letter) will be awarded or paid, in connection with the Senior Credit Facilities unless approved by the Commitment Parties.

In consideration of the commitments and agreements of the Commitment Parties hereunder, you agree to pay the nonrefundable fees described in the Term Sheet and the Fee Letter.

2. Conditions.

The Commitment does not set forth all of the terms and conditions of the proposed financing; rather, it only summarizes the major points of understanding which will be the basis of the final financing agreements and related documentation (which are collectively referred to herein as the "Loan Documentation") which will be drafted by, and will be in form and substance satisfactory to, the Commitment Parties and their counsel for senior debt financing transactions of this kind. All terms used in this Commitment Letter and not otherwise defined herein shall have the meanings ascribed to them in the Term Sheet.

The Commitment is issued by the Commitment Parties based upon the financial and other information regarding Borrower and its subsidiaries and the Transaction previously provided to the Commitment Parties. Accordingly, the Commitment and the structure and terms of the Senior Credit Facilities set forth in the Term Sheet are subject to the fulfillment to the satisfaction of each of the Commitment Parties of the following conditions (in addition to those set forth in the Term Sheet): (i) there shall not have occurred after September 30, 2011 any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole; (ii) the Commitment Parties shall not become aware of any information or other matter (including new or updated financial information or projections) concerning Borrower and its subsidiaries or the Transaction that differs from, or is inconsistent with, the information previously provided to the Commitment Parties by or on behalf of Borrower in any material respect or that could reasonably be expected to impair syndication of the Senior Credit Facilities, in each case as determined by the Commitment Parties; (iii) the Commitment Parties shall have completed and be satisfied with the results of a business, financial, legal, tax, accounting and environmental due diligence investigation of Borrower and its subsidiaries; (iv) the Commitment Parties shall have determined that there are no competing issuances of debt, securities or commercial bank facilities of Borrower or any affiliate thereof, being offered, placed or arranged during or immediately prior to the syndication of the Senior Credit Facilities, except with the prior written consent of the Commitment Parties; and (v) there shall not be any pending or threatened litigation or other proceedings (private or governmental) with respect to any of the transactions contemplated hereby. Further, the Commitment is subject to there not having occurred at any time prior to funding the Senior Credit Facilities any disruption or adverse change in the financial, banking or

capital markets that, in the judgment of the Commitment Parties, could impair the syndication of the Senior Credit Facilities.

3. Syndication.

We reserve the right, prior to or after the execution of the Loan Documentation, to use commercially reasonable efforts to syndicate all or a portion of the Senior Credit Facilities (including, in our discretion, all or a portion of our commitments hereunder) to a group of financial institutions (together with CIT LSC and CIT Bank, the "Lenders") identified by us in consultation with you. We intend to commence syndication efforts promptly upon the execution of this Commitment Letter, and you agree actively to assist us in completing a satisfactory syndication. Such assistance shall include (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit materially from your existing lending and investment banking relationships, (b) direct contact between senior management, representatives and advisors of you and the proposed Lenders, (c) assistance by you in the preparation of a Confidential Information Memorandum for each of the Senior Credit Facilities and other marketing materials to be used in connection with the syndication (the contents of which you will be solely responsible for), and (d) the hosting, with CITCS, of one or more meetings of prospective Lenders.

CITCS will manage all aspects of any syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when their commitments will be accepted, which institutions will participate and any applicable titles, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders. To assist CITCS in its syndication efforts, you agree promptly to prepare and provide to CITCS all information with respect to Borrower and its subsidiaries, the Transaction and the other transactions contemplated hereby, including all financial information and projections (the "Projections"), as we may reasonably request. The agreements in this paragraph shall survive termination of this Commitment and the closing of the Senior Credit Facilities.

At our request, you agree to prepare versions of the information package and presentation and other marketing materials to be used in connection with the syndication that do not contain material non-public information concerning Borrower, its affiliates or its securities. In addition, you agree that unless specifically labeled "Private — Contains Non-Public Information," no information, documentation or other data disseminated to prospective Lenders in connection with the syndication of the Senior Credit Facilities, whether through an internet website (including, without limitation, an IntraLinks workspace), electronically, in presentations at meetings or otherwise, will contain any material non-public information concerning Borrower, its affiliates or its securities.

4. Information.

You hereby represent and covenant that (i) all information, other than Projections, which has been or is hereafter made available to the Commitment Parties by or on behalf of Borrower or its representatives in connection with the transactions contemplated hereby ("Information") is or, when furnished, will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made, and (ii) the Projections that have been or will be made available to Commitment Parties have been and will be prepared in good faith based upon assumptions that are reasonable at the time made and at the time made available to the Commitment Parties. You hereby agree to supplement the Information and the Projections from time to time and to promptly advise us of all developments materially affecting Borrower, any of its subsidiaries or affiliates or the transactions contemplated hereby until the closing date of the Senior Credit Facilities so that the representation and warranty in the preceding sentence is correct on the closing date of the Senior Credit Facilities. In structuring and entering into the Senior

Credit Facilities, the Commitment Parties will be using and relying on the Information and the Projections without independent verification thereof.

5. Indemnity and Expenses.

Borrower agrees: (a) to indemnify and hold harmless each Commitment Party and the Lenders and their respective affiliates and controlling persons and the respective officers, directors, employees, agents, attorneys, members and successors and assigns of each of the foregoing (each, an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter (including the Term Sheet), the Fee Letter, the Transaction, the Senior Credit Facilities or the syndication thereof or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto, and to reimburse each such Indemnified Person upon demand for any reasonable legal or other expenses incurred in connection with investigating or defending any of the foregoing; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the willful misconduct or gross negligence of such Indemnified Person; and (b) to reimburse each Indemnified Person from time to time, upon presentation of a summary statement, for all reasonable out-of-pocket expenses (including but not limited to expenses of the Commitment Parties' due diligence investigation, syndication expenses, travel expenses, reasonable fees, disbursements and other charges of counsel to the Commitment Parties), in each case incurred in connection with the Senior Credit Facilities and the preparation of this Commitment Letter, the Fee Letter, the Loan Documentation and any security arrangements in connection therewith and the administration, amendment, modification or waiver thereof (or any proposed amendment, modification or waiver thereof), whether or not the closing date occurs for the Senior Credit Facilities or any Loan Documentation is executed and delivered or any extensions of credit are made under either of the Senior Credit Facilities. Notwithstanding any other provision of this Commitment Letter, no Indemnified Person shall be liable for (i) any damages arising from the use by others of information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent such damages are found in a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the willful misconduct or gross negligence of such Indemnified Person or (ii) any indirect, special, punitive or consequential damages in connection with his/her/its activities related to the Senior Credit Facilities.

6. Other Services.

You acknowledge that the Commitment Parties and their affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other persons in respect of which you may have conflicting interests regarding the transactions described herein and otherwise. Neither the Commitment Parties nor any of their affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or their other relationships with you in connection with the performance by them of services for other persons, and neither the Commitment Parties nor any of their affiliates will furnish any such information to other persons. You also acknowledge that neither the Commitment Parties nor any of their affiliates have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by them from other persons.

You hereby agree that, on or after the closing of the Senior Credit Facilities, the Commitment Parties or any of their affiliates may place "tombstone" advertisements (which may include any of Borrower's trade names or corporate logos and a brief description of the Senior Credit Facilities and the Transaction) in publications or other media of their choice (including without limitation "e-tombstones" published or

otherwise circulated in electronic form and related hyperlinks to Borrower's corporate website) at such Commitment Party's own expense. In addition, any Commitment Party may disclose the information about the Senior Credit Facilities and the Transaction to market data collectors and similar service providers to the financing community.

7. Confidentiality.

This Commitment Letter is delivered to you on the understanding that none of this Commitment Letter, the Term Sheet or the Fee Letter nor any of their terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) to your respective Board of Members, officers, employees, attorneys, accountants, advisors, and members of the Business Committee of the Quapaw Tribe on a confidential and need-to-know basis, and (b) as required by applicable law or compulsory legal process (in which case you agree to inform us promptly thereof); provided, however, that such disclosure shall be made only on the condition that such matters may not, except as required by law, be further disclosed. None of this Commitment Letter, the Term Sheet or the Fee Letter nor any of their terms or substance shall be disclosed by Borrower directly or indirectly to any other potential source of financing without the prior written consent of the Commitment Parties. No person, other than the parties hereto, is entitled to rely upon this Commitment Letter or any of its contents or have any beneficial or legal right, remedy, or claim hereunder. No person shall, except as required by law, use the name of, or refer to, any Commitment Party, or any of their affiliates, in any correspondence, discussions, press release, advertisement or disclosure made in connection with the Senior Credit Facilities without the prior written consent of such Commitment Party.

8. Survival.

The compensation, reimbursement, expense, indemnification, confidentiality, governing law, forum and waiver of jury trial provisions contained herein and in the Fee Letter shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the commitments of the Commitment Parties.

9. Assignments; Amendments; Governing Law, Dispute Resolution; Waiver of Sovereign Immunity, Etc.

The Commitment shall not be assignable by you without the prior written consent of the Commitment Parties. The Commitment is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or to create any rights in favor of, any person other than the parties hereto (and Indemnified Persons) and you agree that it does not create a fiduciary relationship among the parties hereto. The Commitment Parties may assign their commitments hereunder to any of their affiliates or any Lender. Any such assignment to an affiliate will not relieve the Commitment Parties from any of their obligations hereunder unless and until such affiliate shall have funded the portion of the commitment so assigned. Any assignment to a Lender shall release the Commitment Parties from the portion of their commitments hereunder so assigned. Any and all obligations of, and services to be provided by, the Commitment Parties hereunder (including, without limitation, the Commitment) may be performed and any and all rights of the Commitment Parties hereunder may be exercised by or through any of their affiliates or branches. THIS COMMITMENT LETTER (INCLUDING THE TERM SHEET) AND THE FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT, THIS COMMITMENT

LETTER (INCLUDING THE TERM SHEET), THE FEE LETTER, OR THE PERFORMANCE OF SERVICES HEREUNDER.

BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ITS SOVEREIGN IMMUNITY (AND ANY DEFENSE BASED THEREON) FROM ANY SUIT, ACTION OR PROCEEDING OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION, EXERCISE OF CONTEMPT POWERS, OR OTHERWISE) IN ANY FORUM, WITH RESPECT TO THE ENFORCEMENT OF THIS COMMITMENT LETTER (INCLUDING THE TERM SHEET) AND THE FEE LETTER AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, WHICH WAIVER SHALL BE AUTHORIZED AND CONFIRMED BY A RESOLUTION DULY ADOPTED BY THE BOARD OF MEMBERS OF THE AUTHORITY.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the non-exclusive jurisdiction of the United District Court, Southern District of New York and the courts of the State of New York sitting in New York City (or to the extent the New York federal courts and New York state courts have declined to exercise jurisdiction, any state or federal court of the State of Oklahoma), and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding may be heard and determined, to the extent permitted by law, in such United District Court, Southern District of New York or New York state court (or to the extent the New York federal court and New York state courts have declined to exercise jurisdiction, such Oklahoma state or federal court), (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter or the transactions contemplated hereby in the United District Court, Southern District of New York or any courts of the State of New York sitting in New York City (or to the extent the New York state and federal courts have declined to exercise jurisdiction, any Oklahoma state or federal court), and (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Without limiting the foregoing, Borrower irrevocably and unconditionally agrees that it shall not institute, and hereby expressly, unconditionally and irrevocably waives any and all rights it may have as a result of any laws or doctrines (including comity) to institute, or have adjudicated or resolved, any action, any claim or any cause of action arising out of or relating to this Commitment Letter (including the Term Sheet), the Fee Letter, or the transactions contemplated hereby against any other party hereto or any Indemnified Person in Borrower's own tribal court system or through any other tribal dispute resolution process (whether now or hereafter existing), and agrees that Borrower shall instead resort to or allow resort to the courts specified herein or to arbitration as provided herein. Borrower hereby agrees that it shall seek dismissal of any action or proceeding commenced in its own tribal court system or through any tribal dispute resolution process not commenced as permitted by the preceding sentence. Borrower hereby expressly waives any obligation on the part of the Commitment Parties and the other Indemnified Persons to exhaust any remedies provided through or available in the tribal courts.

To the extent the New York and Oklahoma state and federal courts have declined to exercise jurisdiction, any controversy or claim between or among the parties hereto arising out of or relating to this Commitment Letter (including the Term Sheet), the Fee Letter, or any agreements or instruments relating hereto or delivered in connection herewith and any claim based on or arising from an alleged tort, shall be determined by arbitration. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Commitment Letter, and under the Commercial Rules of the American Arbitration Association ("AAA"). The arbitrators shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrators. Judgment upon the

arbitration award may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. Borrower represents and warrants to the Commitment Parties that this paragraph is specifically enforceable against Borrower by the Commitment Parties.

This Commitment Letter, together with the Term Sheet and the Fee Letter, embodies the entire understanding among the parties hereto relating to the matters discussed herein and therein and supersedes all prior discussions, negotiations, proposals, agreements and understandings, whether oral or written, relating to the subject matter hereof and thereof. No course of prior conduct or dealings between the parties hereto, no usage of trade, and no parole or extrinsic evidence of any nature, shall be used or be relevant to supplement, explain or modify any term used herein. Any modification or waiver of the Commitment or the terms hereof must be in writing, must be stated to be such and must be signed by an authorized representative of each party hereto.

The waivers and consents described in this Section 9 shall inure to the benefit of each person who is entitled to the benefits of this Commitment Letter or the Fee Letter (including, without limitation, the Indemnified Persons). The Commitment Parties and such other persons shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief.

The waivers of sovereign immunity, consents to jurisdiction and consents to arbitration contained in this Commitment Letter shall be irrevocable.

10. **Patriot Act.**

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "Patriot Act"), it is required to obtain, verify and record information that identifies Borrower, which information includes names and addresses and other information that will allow such party to identify Borrower and each in accordance with the Patriot Act.

11. **Acceptance of Commitment; Termination.**

If you wish to accept the Commitment, please return executed counterparts of this Commitment Letter and the Fee Letter to CIT LSC, together with a wire transfer to CIT's order in the amount required by the Fee Letter, on or before 5:00 p.m., New York City time, on March 2, 2012; otherwise, the offer set forth herein shall automatically terminate on such date and time and be of no further force or effect. In the event that the initial borrowing in respect of the Senior Credit Facilities does not occur on or before April 30, 2012 or the closing of the Transaction without the use of the Senior Credit Facilities, then this Commitment Letter and the commitment and undertakings of each Commitment Party hereunder shall automatically terminate unless the Commitment Parties shall, in their discretion, agree to an extension. Before such date, any Commitment Party may terminate its obligations under this Commitment Letter if any event occurs or information becomes available that, in its judgment, results or is likely to result in the failure to satisfy any condition precedent set forth or referred to herein or in the Term Sheet or the other exhibits hereto.

This Commitment Letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile or electronic transmission shall be effective as a delivery of a manually executed counterpart of this Commitment Letter.

Very truly yours,

CIT LENDING SERVICES CORPORATION

By: _____
Name:
Title:

CIT BANK

By: _____
Name:
Title:

CIT CAPITAL SECURITIES LLC

By: _____
Name:
Title:

**The Foregoing Is Hereby Accepted And
Agreed To In All Respects By The Undersigned:**

DOWNSTREAM DEVELOPMENT AUTHORITY
OF THE QUAPAW TRIBE OF OKLAHOMA (O-GAH-PAH)

By: _____
John L. Berrey, Chairman



APPENDIX A

SUMMARY TERMS AND CONDITIONS

Downstream Development Authority
of the Quapaw Tribe of Oklahoma (O-Gah-Pah)
March __, 2012

\$43,000,000 Senior Credit Facilities

The Summary Terms and Conditions outlined below is the "Term Sheet" referred to in the Commitment Letter, dated March __, 2012, from the Commitment Parties to Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the "Commitment Letter"). Terms used in this Term Sheet without definition have the meanings assigned to such terms in the Commitment Letter.

Borrower: Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the "Borrower"), a wholly-owned unincorporated instrumentality of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the "Tribe"), a federally recognized Indian tribe.

Administrative Agent: CIT LENDING SERVICES CORPORATION ("CIT LSC" or "Agent"; each of CIT LSC and CIT Bank are collectively referred to in this Summary Terms and Conditions as "CIT").

Lenders: A syndicate of financial institutions (including CIT LSC and CIT Bank) to be arranged by the Arranger.

**Sole Arranger,
Sole Bookrunner:** CIT Capital Securities LLC ("CITCS" or "Arranger").

Senior Credit Facilities: Senior secured credit facilities (the "Senior Credit Facilities") in an aggregate principal amount not to exceed \$43,000,000 consisting of the following:

\$35,000,000 5 –year delay draw term loan facility; and
\$8,000,000 2.5 –year FF&E credit facility.

The Expansion Project: Borrower owns and operates the Downstream Casino Resort located near Quapaw, Oklahoma (the "Resort"), which resort includes certain gaming, hotel, and other related amenities. A portion of the Senior Credit Facilities described herein shall be used, in conjunction with other capital sources described on the attached Sources and Uses, to finance the design, development and construction of an expansion of the Resort currently planned to include, among other things, 1) approximately 146 additional hotel rooms, 2) approximately 50 additional slot machines, 3) a full service spa and salon, 4) an indoor pool and recreation

area, 5) an expansion and relocation of certain dining facilities, and 6) additional table games. Additionally, concurrently with the Expansion Project, the Borrower's subsidiary, Downstream Q Store, LLC ("DQS"), will complete construction of a gas station and convenience store.

Closing Date: The date on which the initial funding of the Senior Credit Facilities occurs (the "Close Date").

DELAY DRAW TERM LOAN FACILITY

Facility: Delay Draw Term Loan in an amount not to exceed \$35,000,000.

Amortization: Commencing June 30, 2013, the Delay Draw Term Loan will amortize in equal quarterly installments in an aggregate annual amount equal to 20% of the original principal amount thereof with the balance payable on the Delay Draw Term Loan Maturity Date.

Interest Rate: See Exhibit A hereto.

Maturity: The fifth anniversary of the Close Date (the "Delay Draw Term Loan Maturity Date")

Availability: Draws under the Delay Draw Term Loan will be available, subject to the terms and conditions of the Loan Documentation, from the Close Date through, and including, the date which is 60 days after the Completion Date (as defined below), provided that in no event shall the availability period end later than May 30, 2013.

Amounts borrowed and repaid under the Delay Draw Term Loan may not be re-borrowed.

Delay Draw Term Loan Fees: An unused line fee at a rate per annum equal to 1.00% shall be payable on the daily unutilized portion of the Delay Draw Term Loan. Such fee will be payable quarterly in arrears on the first day of each quarter and on the date of termination of the Delay Draw Term Loan commitment.

The other fees are set forth in the Fee Letter.

Use of Proceeds: The Delay Draw Term Loan will be used (subject to the terms and conditions of the Loan Documentation): (i) to partially fund the Expansion Project; (ii) to pay for fees and expenses associated with the Transaction, and (iii) for other general corporate purposes.

FF&E FACILITY

Facility: \$8,000,000 FF&E credit facility (the "FF&E Loan").

Amortization: Commencing June 30, 2012, the FF&E Loan will amortize in equal quarterly installments of \$800,000, with any remaining balance payable on the FF&E Loan Maturity Date.

Interest Rate: See Exhibit A hereto.

Maturity:	Two and a half years after the Close Date (the " <u>FF&E Loan Maturity Date</u> ").
Availability:	The FF&E Loan will be fully drawn on the Close Date. Amounts borrowed and repaid under the FF&E Loan may not be re-borrowed.
FF&E Loan Fees:	The fees are set forth in the Fee Letter.
Use of Proceeds:	The FF&E Loan will be used (subject to the terms and conditions of the Loan Documentation) to refinance Borrower's existing FF&E credit facilities.

CERTAIN PAYMENT TERMS

Optional Prepayment: Borrower may prepay principal amounts outstanding under the Delay Draw Term Loan and the FF&E Loan, and may terminate commitments under the Delay Draw Term Loan, from time to time without premium or penalty (except as described below) (except that LIBOR-based loans may only be prepaid at the end of the applicable interest period, unless Borrower pays all breakage costs associated with such prepayment), subject to applicable minimum amounts to be mutually agreed upon.

Borrower shall not prepay principal amounts outstanding under the Delay Draw Term Loan or terminate commitments under the Delay Draw Term Loan at any time prior to the first anniversary of the Close Date. A prepayment fee will be assessed on the principal amount of optional prepayments of the Delay Draw Term Loan and the terminations of commitments under the Delay Draw Term Loan as follows: 3% if made after the first anniversary of the Close Date but on or prior to the second anniversary of the Close Date, and 2% if made after the second anniversary of the Close Date but on or prior to the third anniversary of the Close Date.

Mandatory Prepayment: In addition to the scheduled amortization payments of the Delay Draw Term Loan, Borrower will be required to make mandatory prepayments in respect of the Senior Credit Facilities in an amount equal to (in each case, subject to such exceptions to be mutually agreed upon):

- 100% of the net cash proceeds (to be defined) from any sale or other disposition of assets of Borrower or its subsidiaries (subject to certain exceptions to be determined) other than net cash proceeds of sales or other dispositions of inventory, and other assets in the ordinary course of business and net cash proceeds up to an amount to be determined that are reinvested in other assets useful in the business of Borrower and its subsidiaries within a period of days to be agreed upon of their receipt upon terms and conditions to be mutually agreed upon;
- 100% of the net cash proceeds from the incurrence of indebtedness by Borrower or any of its subsidiaries (other than indebtedness otherwise permitted by the Loan Documentation); and
- 100% of the net cash proceeds from insurance paid on account of any loss of any property or assets of Borrower or its subsidiaries in excess of an amount

to be agreed (other than net cash proceeds that are reinvested, or that Borrower has entered into a binding contract to reinvest, in the business of Borrower and its subsidiaries (or used to replace damaged or destroyed assets) within a period of days to be agreed) of receipt thereof.

- 100% of Extraordinary Receipts (to be defined).

**Application of
Prepayments:**

All prepayments, whether optional or mandatory, shall be applied first to the Delay Draw Term Loan in inverse order of maturity and second to FF&E Loan, provided that, to the extent any such prepayment is the result of any net cash proceeds or Extraordinary Receipts received on account of the FF&E Collateral (as defined below), such prepayment shall be applied to the FF&E Loan.

COLLATERAL

The Delay Draw Term Loan will be secured by a perfected first priority security interest in all assets (other than any real property or improvements thereto and other Excluded Assets, as defined in Exhibit B) (the "Delay Draw Term Loan Collateral"), in each case, whether now owned or hereafter acquired, including, without limitation, (a) all receivables, accounts, inventory, general intangibles (including payment intangibles), goods, chattel paper, equipment (including, without limitation, gaming machines), patents, trademarks and other intellectual properties of Borrower, investment property, investment securities, financial assets, commercial tort claims, contract and contract rights, letter of credit rights, software, extracted collateral, supporting obligations, and the proceeds of all of the foregoing and all other items which are deemed "personal property" under the Uniform Commercial Code, (b) cash and revenues used in and derived from Borrower's gaming operations (the "Revenues"); (c) all operating, deposit and similar accounts holding any portion of the Revenues or other assets; and all proceeds and products of any of the foregoing (including insurance proceeds); and (d) all of the foregoing relating to DQS's proposed convenience store and gas station; provided that, so long as the FF&E Loan is outstanding, the Delay Draw Term Loan Collateral shall not include the FF&E Collateral. Upon payment in full of the FF&E Loan, the Delay Draw Term Loan Collateral shall include the FF&E Collateral, and Borrower shall take all steps necessary or desirable in the view of the Agent in order to grant and perfect a lien on such collateral.

The foregoing security shall ratably secure (a) the Delay Draw Term Loan and (b) any permitted interest rate swap or similar hedging arrangements between Borrower and a Lender or its affiliates under the Senior Credit Facilities to the extent permitted under the Senior Credit Facilities and the Indenture dated July 1, 2011, governing the Borrower's 10.5% Senior Secured Notes due 2019 (not giving effect to any amendment or modification thereto, the "Senior Secured Notes Indenture").

The FF&E Loan shall be secured by a first (and only) perfected security interest in the furniture, furnishings and equipment (including gaming machines) currently securing Borrower's existing FF&E credit facilities; and all proceeds and products of such collateral (including insurance proceeds), (collectively, the "FF&E Collateral").

CERTAIN CONDITIONS

**Conditions
Precedent:**

Closing and the initial funding under the Senior Credit Facilities will be subject to the satisfaction of all conditions precedent deemed necessary or appropriate by each of CIT Bank, the Agent and the Lenders, including but not limited to:

1. Execution and delivery of satisfactory Loan Documentation;
2. Borrower and its subsidiaries shall have no debt that will survive the closing of the Senior Credit Facilities other than (i) the Senior Credit Facilities, (ii) second lien debt outstanding under Borrower's 10.5% Senior Secured Notes Due 2019 in an aggregate principal amount not to exceed \$295,000,000 (the "Second Lien Debt") and (iii) other scheduled debt, which may include certain capital leases and other customary obligations, existing on the Close Date and reasonably approved by CIT. CIT shall have received, in form and substance satisfactory to CIT, (x) pay-off letters relating to Borrower's existing FF&E credit facility and (y) schedules confirming Borrower's other existing outstanding indebtedness;
3. CIT shall be satisfied that there has been no (i) event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and/or its subsidiaries, since the last audited financial statements submitted to CIT or (ii) adverse change in the Tribe's gaming compact;
4. The Tribe shall have adopted an irrevocable arbitration resolution or ordinance pursuant to which the courts of the Tribe will be obligated to (a) direct any controversies arising from the Loan Documentation to an arbitration conducted under the commercial rules of the American Arbitration Association at the request of the Agent and (b) enforce any arbitration awards granted by the arbitrator as written, without review of any kind of the merits.
5. Satisfactory completion of all legal and other due diligence, including, without limitation, the review of the Tribe's secured transaction law, which shall provide for the perfection of the lien on the Collateral;
6. CIT and the Lenders shall have received and be satisfied with Borrower's insurance policies, including endorsements in favor of CIT with respect thereto;
7. Satisfactory review by CIT and the Construction Consultant (as defined below) of the plans, specifications, and budgets for the Project, including contingency amounts, general contractors and construction contracts, performance bonds, and draw requests for the Expansion Project at Borrower's expense.
8. CIT's receipt and satisfaction with the results of background checks on

the Borrower's key management;

9. All governmental and third party approvals necessary in connection with the Transaction shall have been obtained and be in full force and effect, and all waiting periods shall have expired without any action being taken or threatened by any authority that would restrain or otherwise impose adverse conditions on the Transaction;
10. CIT shall have received such legal opinions, officer solvency certificates and other documents and instruments as are customary for transactions of this type or as it may reasonably request;
11. Evidence of a valid and perfected first priority security interest in the Collateral, including UCC and other applicable lien search reports;
12. Evidence that the total leverage ratio as of the Close Date, after giving effect to any initial Delay Draw Term Loan and the FF&E Loan is no greater than 5.25:1.00.
13. CIT shall have received a written declination letter of the Office of General Counsel of the National Indian Gaming Commission or a written determination of the Chairman of the National Indian Gaming Commission to the effect that within the meaning of IGRA none of the Loan Documentation, individually or collectively, constitute a management contract or cause a violation of the requirement that the Tribe have the sole proprietary interest and responsibility for the conduct of its gaming activities;
14. Receipt by CIT of all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act and OFAC;
15. CIT and the Lenders shall have received all fees, costs and expenses payable on or prior to the Close Date;
16. (a) CIT and the Lenders shall have received evidence satisfactory to them that (i) Agent and the initial Lenders are either exempt from, or have been licensed in accordance with, the requirements of the Tribe's gaming ordinance and state gaming compact and (ii) in the case of any license, that such license shall be subject to automatic renewal during the period from the Close Date until the earlier of the date (A) which is one year following the latest maturity of the Senior Credit Facilities and (B) upon which the Senior Credit Facilities have been paid in full and all lending commitments have been terminated; and (b) CIT and the Lenders shall have received evidence satisfactory to them that any future successors or assignees of the Senior Credit Facilities are exempt from the licensing requirements under the Tribe's gaming ordinance and state gaming compact.
17. CIT, BOKF, NA, as Senior Secured Notes Indenture Trustee (the

"Notes Trustee"), and Borrower shall have entered into the Intercreditor Agreement dated July 1, 2011, among the Notes Trustee, BOKF, NA, as Collateral Agent, and Borrower; and

18. Such other documents, instruments, and other items as CIT may reasonably require.

**Conditions to
Extensions of
Credit:**

The making of each extension of credit shall be conditioned upon (i) the accuracy in all material respects of all representations and warranties contained in the Loan Documentation (including, without limitations, the material adverse change and litigation representations) and (ii) there being no default or event of default in existence at the time of, or after giving effect to the making of, such extension of credit.

In addition to the foregoing, each Delay Draw Term Loan Advance made prior to the Completion Date will also be subject to the following conditions:

1. The In Balance Test (to be defined) shall be satisfied;
2. Borrower shall demonstrate that the costs to complete construction of the Expansion Project are consistent in all material respects with the current construction budgets;
3. Satisfactory review by the Construction Consultant;
4. All applicable lien releases shall have been received; and
5. Other conditions deemed appropriate by the Agent.

CERTAIN DOCUMENTATION MATTERS

**Loan
Documentation:**

The Senior Credit Facilities will be subject to the terms and conditions set forth in a definitive credit agreement, related security agreement(s), pledge agreements, assignment agreements and other instruments and documents, all of which will be acceptable to CIT, the Lenders and their legal counsel (collectively, the "Loan Documentation"). The Delay Draw Term Loan and the FF&E Loan may be documented either using the same set of Loan Documentation or using separate documentation for each.

**Representations
and Warranties:**

The Senior Credit Facilities will contain such representations and warranties by Borrower as are usual and customary for financings of this kind, including, without limitation, corporate power and authority, due organization and authorization, execution, delivery and enforceability of the Loan Documentation, no default, financial condition and solvency, no material adverse change, title to properties, sufficiency of assets and rights, liens, litigation, payment of taxes, insurance, subsidiaries, business locations, labor matters, material contracts, investment company regulations, brokers' fees, compliance with laws, environmental and ERISA matters, consents and approvals, compliance with anti-terrorism laws, no management contract or

violation of IGRA, creation and perfection of security interests, subordination and full disclosure (subject to qualifications to be agreed).

Reporting:

Borrower will provide CIT and the Lenders with periodic financial reporting, including: audited annual financial statements; management discussion and analysis; unaudited quarterly and monthly financial statements; annual financial projections; compliance certificates; notice of material events and such other information reasonably requested by CIT or any Lender.

Covenants:

The Senior Credit Facilities will contain such affirmative covenants as are usual and customary for financings of this kind, and will likely include, but not be limited to: receipt of timely and accurate financial information; notification of litigation, investigations, environmental and ERISA matters and other material adverse changes; payment and performance of obligations; maintenance of existence; maintenance of property and insurance (including hazard and business interruption coverage); maintenance of accurate records and accounts; visits and inspection of property and books and records; compliance with laws (including, without limitation, environmental laws); compliance with material contractual obligations; maintenance of licenses, permits and franchises issued or granted by any governmental authority; use of proceeds; payment of taxes; ERISA; maintenance of security interests and further assurances (including with respect to security interests in future subsidiaries and after-acquired property); annual lenders meetings; additional grantors and guarantors; post-closing syndication assistance (if applicable); interest rate protection requirements; maintenance of gaming operations and gaming machine rights; and compliance with Tribe's gaming compact.

The Senior Credit Facilities will contain such negative covenants as are usual and customary for financings of this kind, and will likely include, but not be limited to: restrictions and limitations against incurring additional indebtedness and guarantee obligations; encumbrances, liens and other obligations; restricted payments (including, but not limited to, restrictions on distributions and dividends substantially similar to those permitted under the Senior Secured Notes Indenture, provided that in no event shall Monthly Service Payments, as defined in the Senior Secured Notes Indenture, exceed \$10,000,000 annually in the aggregate and such Monthly Service Payments may, during the continuance of an event of default, be blocked by the election of at least 25% of the Lenders), and management, acquisition, arrangement and other similar fees); loans and investments; mergers, consolidations and acquisitions; sale and leaseback transactions; asset transfers and dispositions; changes in business; hedging arrangements; transactions with affiliates; prepayments of and amendments to indebtedness (including, without limitation, prepayment of, and amendments to, any subordinated debt); restrictive agreements; ownership of subsidiaries; bank accounts; amendments to organizational documents; changes in fiscal year or accounting method; negative pledge clauses and clauses restricting subsidiary distributions and changes in the acquisition documentation post-closing that would adversely impact the Lenders.

Licensing Covenant:

The Senior Credit Facilities will contain a covenant which will require Borrower, within nine months of the Close Date, to cause the Tribe's gaming ordinance to be amended to:

1. Allow the gaming financier license granted to CIT and the Lenders to be effective (without the need to apply for a renewal) until no earlier than the date upon which the Senior Credit Facilities have been paid in full and all lending commitments have been terminated; and
2. Clarify that any assignee of the rights and obligations of CIT or any Lender shall be exempt from the licensing requirements under the Tribe's gaming ordinance.

Financial Covenants: Financial covenants will include: minimum fixed charge coverage ratio (to be defined to include, among other things, distributions to the Tribe and non-financed capital expenditures related to the Expansion Project) shall not be less than 1.05:1.00; maximum total leverage ratio shall not exceed levels to be agreed upon; and maximum maintenance capital expenditures shall not exceed amounts to be agreed upon.

Recourse Covenants: The Tribe shall be a party to the Loan Documentation for the purpose of making certain limited representations and warranties concerning its status as a federally recognized Indian tribal entity, ability to conduct Class II and Class III gaming, and the sovereign immunity, arbitration, venue and other similar provisions, and shall agree not to (i) impose any new taxes on the gaming operations or Borrower or the Revenues in excess of the limitations set forth in the Senior Secured Notes Indenture, (ii) pass any ordinance impairing contracts related to the Senior Credit Facilities, (iii) incur other obligations with legal recourse to Borrower or the Revenues, (iv) commingle assets of Borrower's gaming operations or the Revenues with other assets, (v) receive impermissible distributions, or (vi) amend the Tribe's gaming ordinance, unless such amendment is a legitimate effort to ensure that Borrowing conducts gaming operations in a manner that is consistent with applicable laws, rules and regulations or that protects the environment, the public health and safety, or the integrity of Borrower and not for the purpose of delaying or hindering the repayment of Borrower's obligations to CIT and the Lenders under the Loan Documentation, including, but not limited to, by imposing new, licensing requirements with respect to Borrower's financiers that would have a material adverse effect on such financiers. In no event shall the covenants of the Tribe be less restrictive than the covenants of the Tribe contained in the Senior Secured Notes Indenture.

Construction Covenants:

A third party construction consultant (the "Construction Consultant") shall be engaged on behalf of the Lenders in connection with the Expansion Project through the occurrence of the Completion Date, to (a) review the total project budget, prepare a costing analysis, and opine that it is adequate and comprehensive, and (b) monitor the budget on a monthly basis through the Completion Date and report any variances.

Borrower shall provide Agent and the Construction Consultant with a full and detailed capital expenditure and line item construction budget, a complete set of the plans and specifications and any other information related thereto reasonably requested by Agent or the Construction Consultant.

Additionally, Borrower shall provide the Construction Consultant, on a monthly

basis, an updated line item construction budget, construction disbursement and payment reconciliation and updated cost to complete construction of the Project in each case prepared as of the end of such month.

The definition of the "Completion Date" shall be mutually agreed upon, but shall in any event include the following elements:

1. The Expansion Project shall be completed substantially in accordance with the plans;
2. All contractors shall have been paid in full (other than (A) retainage amounts and other amounts that, as of the Completion Date, are being withheld in accordance with the applicable contracts, (B) amounts being contested in good faith and subject to adequate reserves and (C) amounts payable in respect of certain punchlist items, a list of which punchlist items shall have been delivered to the Agent; and
3. A certificate of final completion for the Project shall have been signed by Borrower, the architect and the general contractor for the Project and delivered to the Agent.

The Completion Date shall occur no later than March 31, 2013.

Events of Default:

Events of defaults will include those which are customarily found in financing transactions of the type contemplated hereby, including, but not limited to: nonpayment of principal or reimbursement obligations when due; nonpayment of interest, fees or other amounts; inaccuracy of representations and warranties; violation of covenants (including, without limitation, the licensing covenant described above and subject, in the case of certain affirmative covenants, to a grace period to be agreed upon); cross-default to material indebtedness; bankruptcy events; certain ERISA events; material judgments; actual or asserted invalidity of any guarantee or security document or subordination provisions, if applicable; change of control; changes in instructions regarding pledged bank accounts; cessation or closure of Borrower's gaming operations for any reason for a period to be determined; failure to comply in all material respects with the terms and conditions of the Tribe's gaming compact; and the failure to have the necessary licenses issued to CIT and the Lenders pursuant to the Tribe's gaming ordinance and state gaming compact.

**Interest Rate
Protection:**

No later than the end of the Delay Draw Term Loan availability period, Borrower shall obtain and, at all times thereafter until the third (3rd) anniversary of the Close Date, Borrower shall cause to be maintained protection against fluctuations in interest rates pursuant to one or more hedge agreements in form and substance reasonably satisfactory to CIT, in an amount equal to no less than fifty percent (50%) of the aggregate outstanding principal amount of the Delay Draw Term Loan and the FF&E Loan as of the end of such availability period.

**Costs and
Expenses:**

Borrower shall be responsible for the payment (whether or not the transaction contemplated hereby closes or is consummated) of all of CIT's and the Arranger's reasonable costs, fees and expenses of documenting and closing the

transaction contemplated hereby (including, without limitation, reasonable costs, fees and expenses of outside legal counsel, travel, lodging and similar expenses) or otherwise paid or incurred by CIT or the Arranger in connection with the Loan Documentation or the transaction contemplated hereby, including, but not limited to, those paid or incurred by CIT or the Arranger in connection with the preparation, negotiation, execution and closing of the Loan Documentation and the transaction contemplated hereby, the arrangement, syndication and administration of the Senior Credit Facilities, the creation or perfection of liens and security interests in connection therewith, and any amendment, modification or waiver in respect of the Loan Documentation. Borrower shall also be responsible for all fees and expenses of CIT and the Lenders incurred or in connection with enforcing rights, remedies and actions taken under the Senior Credit Facilities.

Indemnification:

Borrower shall indemnify and hold harmless CIT, the Arranger and the Lenders, and their respective affiliates and, in each case, such parties' respective directors, officers, employees, agents, representatives and controlling persons (each being an "Indemnified Person") from and against any and all claims, damages, liabilities and expenses (including without limitation, fees and expenses of counsel) that may be incurred by or asserted against such Indemnified Person in connection with the investigation of, preparation for, or defense of any pending or threatened claim or any action or proceeding (whether or not such Indemnified Person is a party thereto) or otherwise arising out of or relating to any of the transactions contemplated hereby, any commitment or similar letter issued in connection therewith, any of the Loan Documentation, any of the transactions contemplated thereby, or any action or omission of any Indemnified Person or other matter or thing under or in connection with any of the foregoing, except for (with respect to any Indemnified Person) any such claims, damages, liabilities or expenses resulting from such Indemnified Person's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final nonappealable order or judgment.

Participation and Assignment:

Subject to applicable laws, the Lenders shall be permitted to assign all or a portion of their loans and commitments with the consent, not to be unreasonably withheld, of (i) Borrower, unless (x) the assignee is a Lender, an affiliate of a Lender or an approved fund, (y) an event of default has occurred and is continuing or (z) a funded loan is being assigned and no further commitment exists to extend any such loans, (ii) the Agent, unless a loan is being assigned to a Lender, an affiliate of a Lender or an approved fund. Non-pro rata assignments shall be permitted. In the case of partial assignments (other than to another Lender, an affiliate of a Lender or an approved fund), the minimum assignment amount shall be \$1,000,000 (unless otherwise agreed by Borrower and CIT). The Agent shall receive a processing fee of \$3,500 in connection with all assignments. The Lenders shall also be permitted to sell participations in their loans.

Required Lenders:

For each of the FF&E Facility and Delay Draw Term Loan Facility, Required Lenders shall mean the Lenders holding at least 51% of the loan exposure under such facility in the aggregate (subject to certain customary matters requiring unanimous Lender consent), provided that so long as there is more than one

Lender under such facility, Required Lenders shall mean at least two Lenders under such facility.

**Amendments
and Waivers:**

Subject to approval of Required Lenders party to the relevant Loan Documentation, except that all affected Lenders must consent to increases in commitment amounts, reductions in principal, interest and fees, extensions of maturities and release of substantially all of the guarantors and collateral.

Yield Protection:

The Loan Documentation shall contain customary provisions (i) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy and other requirements of law and from the imposition of or changes in withholding and other taxes and (ii) indemnifying the Lenders for "breakage costs" incurred in connection with, among other things, any prepayment or conversion of LIBOR loans on a day other than the last day of the interest period applicable thereto.

**Governing
Law and
Jurisdiction:**

State of New York.

**Waiver of
Jury Trial and
Submission to
Jurisdiction:**

Such jury trial waivers as are customary for financing transactions of the type contemplated hereby. Additionally, Borrower will agree to be subject to the jurisdiction of the United District Court, Southern District of New York and the courts of the State of New York sitting in New York City (or to the extent the New York federal court and New York state courts have declined to exercise jurisdiction, then to the federal and state courts of the State Oklahoma).

Arbitration:

Borrower and the Lenders will agree that any controversy or claim arising out of the Loan Documentation or otherwise related to the Senior Credit Facilities or the Transaction may be settled by binding arbitration pursuant to the Federal Arbitration Act in accordance with the commercial rules of arbitration of the American Arbitration Association, provided the relative priority of arbitration versus submission to the federal and/or state courts shall be mutually agreed upon between the parties.

**Waiver of Sovereign
Immunity:**

Borrower will agree to a limited waiver of sovereign immunity with respect to the obligations and indebtedness evidenced by the Loan Documentation for the Senior Credit Facilities and the rights of the Lenders to enforce their rights under such documents, in form and substance acceptable to the Agent and its counsel.

**Miscellaneous
Provisions:**

The Loan Documentation shall contain language similar to that contained in the Senior Secured Notes Indenture which acknowledges: (i) restrictions on encumbrances on Indian land within the meaning of 25 U.S.C. § 81; and (ii) the limitations on management activities for purposes of the Indian Gaming Regulatory Act.

**Administrative
Agent's Counsel:**

Sheppard, Mullin, Richter & Hampton LLP.

Borrower's Counsel: Conner & Winters, LLP.

INTEREST RATES

- FF&E Loan:** Borrower will be required to pay interest on the FF&E Loan at either: (i) the Prime Rate plus 3.00% per annum or (ii) LIBOR Rate plus 4.50% per annum.
- Delay Draw Term Loan:** Prior to the Completion Date (and including any quarter during which the Completion Date occurs), Borrower will be required to pay interest on the Delay Draw Term Loan at either: (i) the Prime Rate plus 4.00% per annum or (ii) LIBOR Rate plus 5.50% per annum.
- Commencing with the beginning of the first full quarter after the Completion Date and thereafter, such interest margins for the Delay Draw Term Loan shall be reduced by 50 basis points.
- Prime Rate:** The "Prime Rate" will mean the greater of: (i) the rate of interest per annum quoted by JPMorgan Chase Bank as its "prime rate" in effect from time to time (or if such rate is at any time not available, the prime rate so quoted by any banking institution selected by CIT), which rate is not intended to be the lowest rate charged by any such banking institution to its borrowers, (ii) the Federal Funds Effective Rate per annum plus 0.50%; or (iii) LIBOR for a one month period plus 1.50%. Interest on Prime Rate loans will be computed and payable in arrears on the basis of a 365 day year and based on the actual number of days elapsed.
- LIBOR Rate:** "LIBOR" will mean the rate for US Dollar deposits appearing on the Bloomberg Screen BBAM (or any successor thereto) that displays an average British Bankers Association Interest Settlement Rate and adjusted for applicable reserves. Borrower may elect to use LIBOR provided (i) Borrower gives CIT at least three business days prior notice of such election and (ii) no default is then outstanding under the Loan Documentation. Interest on LIBOR-based loans will be computed and payable at the end of the applicable LIBOR interest period (or, in the case of any interest period longer than three months, at the end of each three month period) in arrears on the basis of a 360 day year and based on the actual number of days elapsed.
- LIBOR Floor:** LIBOR shall be subject to a floor of 1.00% per annum. Additionally, it is currently contemplated that Borrower will enter into certain interest rate protection agreements in order to cap Borrower's exposure as a result of fluctuations of LIBOR.
- Default Interest:** Upon the occurrence and during the continuance of an Event of Default (upon written notice, except in the case of any bankruptcy, insolvency, reorganization, liquidation or other similar proceeding), amounts outstanding under the Senior Credit Facilities shall bear interest at 2.00% per annum above the rate otherwise applicable thereto and LIBOR-based

loans and conversions to LIBOR-based loans shall no longer be available. Overdue interest, fees and other amounts shall accrue interest at 2.00% above the rate applicable to Prime Rate loans.

EXCLUDED ASSETS

"Excluded Assets" means:

1. FF&E Collateral;¹
2. Authority Dedicated Real Property that secures Indebtedness permitted by Section 4.08(b)(9) of the Senior Secured Notes Indenture;
3. any real property held in trust in the name of the United States for the benefit of the Tribe or the Tribe's title to any other real property owned in fee by the Tribe wherever located;
4. any leases, permits, licenses (including without limitation Gaming Licenses), other contracts or agreements or other assets or property to the extent that a grant of a lien thereon (i) is prohibited by law (other than any law adopted in violation of the recourse covenants of the Tribe referred to above) or would constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of the grantor therein pursuant to the applicable law (other than any law adopted in violation of the recourse covenants of the Tribe referred to above) or (ii) would require the consent of third parties and such consent has not been obtained after Borrower has used commercially reasonable efforts to obtain such consent or (iii) other than as a result of requiring a consent of third parties that has not been obtained, would result in a breach of the provisions thereof, or constitute a default under or result in a termination of, such lease, permit, license, contract or agreement (other than, in the case of clauses (i), (ii), and (iii) above, to the extent that any such law, prohibition, or provision would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408, or 9-409 of the Uniform Commercial Code (or any successor provision or provisions), any section of the Tribe's UCC or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of such law, prohibition, or provision, the provisions that would be so breached or such breach, default or termination or immediately upon the obtaining of any such consent, the Excluded Assets shall not include, and Borrower or its subsidiaries, as applicable, shall be deemed to have granted a security interest in, all such leases, permits, licenses, other contracts and agreements and such other assets and property as if such law, prohibition, or provision, the provisions that would be so breached or such breach, default or termination had never been in effect and as if such consent had not been required; provided, further, that each of Borrower and its subsidiaries covenants and agrees that it will use commercially reasonable efforts not to subject any of its assets

¹ Such collateral shall only be excluded from the Delay Draw Term Loan Collateral.

material to its business to any such law, prohibition, or provision which restricts assignment and which would result in the inclusion of such assets as "Excluded Assets".

5. Payroll Accounts and Fiduciary Accounts;
6. deposit and securities accounts that Borrower designates as Excluded Assets by written notice to Agent and in the aggregate have a Fair Market Value of less than \$250,000;
7. any assets sold or transferred by Borrower or any of its Subsidiaries to a Person other than Borrower or a Subsidiary of Borrower in transactions which are in compliance with the Loan Documentation;
8. all personal property constituting assets of the Tribal Gaming Agency and reasonably required to be owned or otherwise in the possession of the Tribal Gaming Agency for the proper discharge of the Tribal Gaming Agency's responsibilities under the Tribe's gaming ordinance, provided that in no event shall such excluded assets include any Gaming Assets;
9. all personal property benefiting Borrower or any of its Subsidiaries primarily because of its use in connection with the Tribe's provision of customary essential governmental services, such as those related to health, safety and welfare, provided that in no event shall such excluded assets include any Gaming Assets; and
10. any "intent-to-use" application for registration of a mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

For purposes of the Loan Documentation, the terms: "Authority Dedicated Real Property"; "Fiduciary Accounts"; "Gaming Licenses"; "Payroll Accounts"; and "Person" shall have substantially similar meanings as those set forth in the Senior Secured Notes Indenture. Additionally, for purposes of the Loan Documentation, all section references above to the Senior Secured Notes Indenture shall be references to the analogous sections contained in the Loan Documentation.

For purposes of the Loan Documentation, the term "Gaming Assets" shall have the following meaning (subject to changes to incorporate other defined terms contained in the Loan Documentation which are used in the definition below):

"Gaming Assets" means any and all now owned or hereafter acquired all personal tangible or intangible property (including intellectual property) of Borrower and its

Subsidiaries (whether or not otherwise designated as property of Borrower or any of its Subsidiaries) which is used or associated with the Downstream Casino or the gaming operations, lodging, restaurant and related businesses of the Borrower or its Subsidiaries, including, without limitation, pledged revenues, instruments, accounts, deposit accounts and securities accounts into which pledged revenues are deposited, and property arising from the disposition of any of the foregoing and all proceeds of the foregoing. "Gaming Assets" in any event includes without limitation (i) all personal property constituting the Downstream Casino, (ii) all gaming revenues of the Borrower and its Subsidiaries arising from the conduct of Class II or Class III gaming, and (iii) all associated entertainment, food and beverage, lodging, resort and other similar revenues. Gaming Assets that are the subject of a distribution made in violation of the Loan Documentation shall be deemed to retain their status as Gaming Assets.

SOURCES AND USES TABLE

Sources:	Delay Draw Term Loans	\$35,000,000
	FF&E Loan Loans	\$8,000,000
	Cash from Operations	\$15,500,000
	Total Sources	\$58,500,000
Uses:	Hotel Expansion	\$45,000,000
	Convenience Store/Capital Expenditures	\$5,100,000
	Refinancing of Existing Debt	\$8,000,000
	Payment of Fees and Expenses	\$400,000
	Total Uses	\$58,500,000