

Downstream Development Authority of the Quapaw Tribe of Oklahoma
Supplement to Minutes dated September 21, 2010.
Email Poll

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

An email poll was conducted on Monday, September 27, 2010.

Rocket wants to use Downstream as a testing site for some new games. TGA has reviewed and approved the proposal that is attached. Also attached is Barbara's letter with the terms.

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.



MIAMI TRIBE OF OKLAHOMA BUSINESS DEVELOPMENT AUTHORITY
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The Miami Tribe of Oklahoma Business Development Authority d/b/a Rocket Gaming Systems® ("Rocket") is pleased to have an agreement with the Downstream Development Authority of the Quapaw Tribe of Oklahoma (o-gah-pah) ("Authority") for Rocket's field trial of its Class II bingo gaming system equipment and software ("Equipment") that will be conducted at the Downstream Casino & Resort ("Facility"), commencing on September 29, 2010.

Rocket acknowledges and agrees that the software installed on the Equipment will have been submitted to an independent testing laboratory ("ITL") upon commencement of the field trial of the Equipment, however, the Equipment will not have been fully tested and / or approved at the time the field trial commences. As a result, Rocket agrees to be responsible for any problems or issues that arise related to the Equipment during the field trial. Rocket shall abide by all Facility and Authority policies and procedures that may be applicable in the event of any such problems or issues, whether arising with a patron at the Facility or otherwise. During the field trial, Rocket agrees to indemnify the Facility or the Authority for any amounts that are actually paid by the Facility or Authority or incurred by the Facility or Authority as a result of any damages arising out of such problems or issues with the Equipment or the software. These provisions shall only be applicable to such Equipment provided by Rocket to the Facility for purposes of the field trial and only during the time period that the Equipment is deployed at the Facility as part of the field trial.

Miami Tribe of Oklahoma Business Development Authority

By _____

Date: _____

9/23/10