

Downstream Authority of the Quapaw Tribe of Oklahoma Regular Meeting
April 4, 2013

Meeting Called to Order: 5:00 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

John Thompson Engagement

- See attached

Motion by DDA Treasurer Ranny McWatters to approve John Thompson's engagement. Seconded by DDA Secretary Larry Ramsey. VOTE: JB: Y; RM: Y; LR: Y; MR: Y; TS: Y (5 Yes, 0 No, 0 Abstain) Motion Carries

Adjourn 5:04pm

John Thompson, Jr.
3112 Windsor Road, Ste. A365
Austin, Texas 78703

April 4, 2013

John L. Berrey, Chairman
Downstream Authority
69300 E. Nee Road
Quapaw, Oklahoma 74363

Dear John:

The purpose of this letter is to confirm the engagement by the Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) ("Downstream") of John Thompson ("Thompson") to provide financial advisory consulting services to Downstream as directed and requested by Downstream (the "Engagement"), and including but not limited to such services with respect to the financing of Phase II development of the Downstream Casino Resort. Downstream understands that Thompson does not provide and is not providing under this Engagement banking, brokerage or legal services of any kind. The term (the "Term") of this Engagement shall be in effect until the date that is no more than three hundred sixty-five (365) days from the date of this letter agreement.

For the services to be provided under this Engagement, Downstream shall pay to Thompson the following fees: \$400 per hour for the services of John Thompson (the "Fees"), to be paid promptly upon submission of a monthly invoice. In addition, Downstream shall forward to Thompson a refundable retainer in the amount of Ten Thousand Dollars (\$10,000) (the "Retainer") upon the execution of this Engagement letter. The Retainer shall remain in place throughout the Engagement, and upon expiration of the Engagement it shall be returned to Downstream; payment for unpaid Fees and allowable expenses rendered or incurred by Thompson shall be netted against the Retainer only upon termination or expiration of the Engagement. This Engagement may be terminated by either Downstream or by Thompson at any time, for any reason or no reason, upon written notice. Downstream may pay a bonus to Thompson for services rendered hereunder. However, it shall be entirely at Downstream's discretion whether to pay such a bonus, and under no circumstances shall Downstream be required to do so. Upon the termination or expiration of the Term of this Engagement, Downstream shall pay any amounts then due and owing for services rendered, netted against any balance remaining on the Retainer.

In addition to the fees to be paid to Thompson, Downstream shall promptly reimburse Thompson for any and all reasonable expenses allowed hereunder and actually incurred by Thompson during the Term that relate to this Engagement. The expenses reimbursable to Thompson hereunder will include the following: (i) air fares at coach or business class rates (first-class airfares and private air charters will not be allowed, unless approved by Downstream based on business necessity); (ii) rental car fees and insurance at

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rates and for classes of vehicles as approved by Downstream; (iii) meals hosted by Thompson for business purposes under this engagement; and (iv) meals for employees and staff of Thompson during travel, which will be reimbursed at the per diem rate allowed for members of the Downstream Authority, unless approved by Downstream. Additionally, lodging on travel approved by Downstream will be reimbursed on the same basis as such expenses are approved for members of the Downstream Authority. For all travel to the Downstream Casino Resort, Downstream will provide lodging to Thompson at the Downstream Casino Resort Hotel (the "Hotel") at no cost to Thompson, and will reimburse Thompson for lodging only in the event accommodations are not available at the Hotel. Expenses submitted by Thompson hereunder must be in a form approved by Downstream, and shall be subject to the policies in effect for such business expenses.

Nothing in this letter agreement conveys any right on the part of Thompson, and Thompson shall not attempt, to: (1) manage all or any part of Downstream's gaming operations; (2) exercise any proprietary control or responsibility for the conduct of any gaming activity within the meaning of the Indian Gaming Regulatory Act (the "IGRA"); (3) exercise any proprietary control over tribal lands or real estate; or (4) encumber tribal lands or real estate. Notwithstanding any provision in this letter agreement, Thompson shall not engage in any of the following activities: planning, organizing, directing, coordinating, controlling or managing all or any portion of Downstream's gaming operations regulated by IGRA (collectively "Management Activities"), including, without limitation, with respect to: (a) the training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor; (b) any employment policies or practices; (c) the hours or days of operation; (d) any accounting systems or procedures; (e) any advertising, promotions or other marketing activities; (f) the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment; (g) the vendor, type, theme, percentage of pay-out, display or placement of any gaming device or equipment; or (h) budgeting, allocating, or conditioning payments of operating expenses. The parties hereto acknowledge and agree that this letter agreement is not intended and shall not be interpreted or construed to constitute a "management contract" or a "collateral agreement" to a management contract within the meaning of IGRA.

Except as required by applicable law, or except as otherwise set forth herein, this letter agreement and the contents hereof shall not be disclosed by Downstream or by Thompson to any third party without the prior written consent of the other party, other than to their respective management and directors, attorneys, financial advisors, and accountants on a confidential basis, in each case only to the extent necessary in their reasonable judgment. This Engagement may be submitted to the National Indian Gaming Commission and to other agencies with jurisdiction over Downstream.

This Engagement Agreement shall be governed by the gaming laws of the Quapaw Tribe of Oklahoma (O-Gah-Pah) (the "Tribe"), federal law, including, without limitation, the Indian Gaming Regulatory Act, and the tribal-state gaming compacts in force with respect to

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Downstream's gaming facility. The interpretation and enforcement of this Engagement shall be governed by the laws of the State of Oklahoma, without reference to principles of conflict of laws; provided, however, that such contractual choice of law is made for the convenience of the parties and does not reflect a consent by any party to jurisdiction.

Except for arbitration proceedings as contemplated by this letter, any suit, action, or proceeding arising out of or based upon this letter agreement or the transactions contemplated hereby (each an "Action") may be instituted only in the courts of the Tribe, including any and all Tribal appellate courts (the "Specified Courts"), and solely to compel arbitration or to confirm, enforce, modify or vacate an arbitration award, and each party finally, irrevocably and unconditionally submits to the exclusive jurisdiction of such Specified Courts in any such suit, action or proceeding (including proceedings to compel arbitration and to confirm, enforce, modify or vacate any arbitration award). Service of any process, summons, notice or document by mail shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court has been brought in an inconvenient forum.

All disputes arising hereunder shall be resolved exclusively in an arbitration before the American Arbitration Association (the "AAA"), and by no other means, and the parties consent to have all disputes regarding the terms of this Engagement Agreement submitted to binding arbitration for final resolution. Such arbitration shall be conducted pursuant to the commercial rules of the AAA, and, to the extent possible, pursuant to expedited procedures with limited discovery. A single arbitrator shall be chosen by the AAA from among two nominations made by each party, which nominees shall have, to the extent possible, demonstrated experience in the areas of Indian gaming and Indian country financing. The arbitrator shall be authorized to grant all equitable and other relief necessary to enforce the terms of this letter agreement. The arbitration proceedings shall be conducted in Tulsa, Oklahoma, or in another location mutually agreeable to the parties, and, if no such agreement can be reached, at a location selected by the arbitrator. The arbitrator's award shall be in writing, and shall be reduced to a final judgment. Any claim made by Thompson arising from this agreement shall be limited to the total dollar sum due and owing to Thompson hereunder, and Thompson hereby irrevocably and unconditionally waives any and all claims for other damages, including but not limited to claims for consequential, incidental or special damages, punitive damages, or damages for economic loss. In any dispute arising hereunder, each party shall be solely responsible for the payment of its own costs, including attorney fees. Each party shall be responsible for payment of one-half of the fees and costs of any arbitration, except that the party initiating an arbitration or any proceeding in the Specified Courts shall be solely responsible for payment of any and all filing fees.

Thompson hereby fully and irrevocably waives any and all rights to recovery from Downstream for any injuries that Thompson and/or Thompson's employees, agents, or affiliates may sustain while performing services under this letter agreement and that are a

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result of the acts or omissions or negligence of Thompson or Thompson's employees, subcontractors, agents, consultants, and others engaged by Thompson, regardless of whether Downstream or any of its members, officials, officers, directors, managers, employees, agents, subcontractors or affiliates are or are alleged to be at fault. Thompson or his employees who render services under this Engagement shall, at all times during the term and performance of this letter agreement, obtain and maintain in full force, at their own cost, one or more motor vehicle liability insurance policies (including insurance on rental vehicles) covering themselves for the use of vehicles used in the course of services rendered under this agreement. Thompson or his employees providing services hereunder shall provide to Downstream proof of the insurance required hereunder, upon request by Downstream.

Thompson shall be an independent contractor of Downstream, and shall not have the status of employee of Downstream. Thompson is being retained hereunder solely to provide to Downstream the consulting services set forth herein, shall not be an agent of Downstream for any purpose, and is not authorized to act on Downstream's behalf. Thompson shall at all times have control over the means, manner, and method by which the consulting services are to be provided hereunder. The parties intend that the financial consulting services to be provided by Thompson hereunder will be sporadic and intermittent. Downstream shall not have exclusive rights to Thompson's consulting services, and the parties acknowledge and agree that Thompson shall have the right to, and will, provide similar services for other clients during the tenure of his Engagement.

Thompson shall be solely responsible for reporting and paying all applicable federal, Tribal, state, or other taxes, however designated or levied, assessed against Thompson based upon his performances under this letter agreement. Thompson shall indemnify and hold Downstream harmless from and against any and all claims and liabilities arising in connection with Thompson's failure to report or pay any taxes for which Thompson is responsible. Thompson's taxpayer identification number/SSN is: 263-79-3601.

At all times hereunder, Thompson shall be fully licensed as required under Tribal law. No sums shall be payable by Downstream to Thompson hereunder unless Thompson is in compliance with such licensing obligations. This letter agreement shall become effective as of the date on which it is approved, pursuant to a resolution, by the Board of Members of Downstream (the "Effective Date").

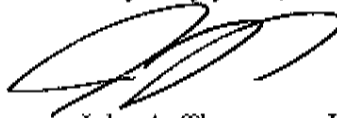
The engagement contemplated hereby and this letter agreement are solely for the benefit of Downstream and Thompson, and their respective successors, assigns, and representatives, and no other person or entity shall acquire or have any right under or by virtue hereof. This letter agreement shall be nonassignable except with the written approval of all parties.

This letter agreement contains the entire understanding of the parties relating to the agreement set forth herein and the transactions contemplated hereby, and supersedes all prior agreements, understandings and negotiations with respect thereto. This letter

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agreement may be executed in counterparts, each of which shall be an original, but all of such counterparts shall constitute one and the same instrument.


Very truly yours,



John A. Thompson, Jr.

Approved:

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



John L. Berrey, Chairman
Downstream Authority