

**CHEYENNE & ARAPAHO TRIBES
ANNUAL TRIBAL COUNCIL MEETING
October 6, 2007
CONCHO COMMUNITY BUILDING- CONCHO, OK**

RESOLUTION NO: 100607ATC-009

DATE POSTED: September 11, 2007

DATE APPROVED: October 6, 2007

DATE PUBLISHED: September 15, 2007 (Tribal Tribune)

SUBJECT: Licensing Policy

WHEREAS; The Cheyenne and Arapaho Tribes are a federally recognized Indian tribe organized under a Constitution approved by tribal membership on April 4, 2006 and approved by Secretary of the interior; and

WHEREAS; The Tribal Council has identified the need to diversify the economy of the Tribes to provide additional jobs and income to the Tribes and its members; and

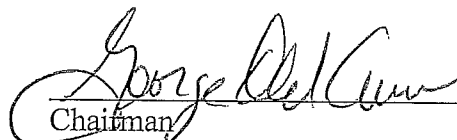
WHEREAS; The Tribes have established a licensing process for businesses within the jurisdiction of the Tribes to obtain necessary licenses to conduct business, although the issuance of such licenses by entities located within the Executive Branch of government have not always been issued in a timely manner; and,

WHEREAS; Article 5 Sec. 2 (a) of the Constitution grants the Tribal Council the power to set policies for the Tribes; and,

NOW THEREFORE BE IT RESOLVED, the Tribal Council establishes a policy that all entities within the Executive Branch of government vested with the power and authority to issue business and other similar licenses shall do so in a timely manner, including but not limited to licenses for smoke shops and convenience stores; and,

BE IT FURTHER RESOLVED that this Resolution shall supersede and replace any other resolutions, if any, which are contrary to the terms of this resolution.

2007 TRIBAL COUNCIL OF THE
CHEYENNE & ARAPAHO
TRIBES



Chairman

ATTEST:

Eva Marie Martin
Secretary

CERTIFICATION

I, the undersigned, as Secretary of the 2007 Tribal Council of the Cheyenne & Arapaho Tribes; do hereby certify that a quorum was present at the duly call Annual Tribal Council Meeting held on the 6th day of October 2007, and that the foregoing resolution was adopted by the affirmative vote _0_ opposed; approved by acclamation.

Eva Marie Martin
Secretary

MACHINE LEASE AGREEMENT

This Machine Lease Agreement is entered into this _____ day of _____, 2007 by and between _____, herein after referred to as the Company, whose address is _____ and the Cheyenne-Arapaho Tribes of Oklahoma, herein after referred to as the Tribes, whose address is P.O. Box 38, Concho, OK 73022.

- A. The Company, through and by the terms of this Agreement, will install _____ electronic system player terminals at the Tribes Casino at _____, Oklahoma.
- B. The Tribes agree to accept, through the terms of this Agreement the Company's Machines and attending equipment as identified in Attachment A.
- C. The effective date of this Agreement shall begin on _____, 2007 for a period of eighteen months and with an option to renew through a new Agreement.
- D. The consideration for the use of the leased equipment shall be 20% of the net win or net hold, which is defined as the total dollars in each machine less the winning pay-outs.
- E. The Company shall pay all freight charges, including insurance, in connection with the delivery of the Equipment to the Tribes, to also include all installation expense for the equipment.
- F. The Company will exercise due diligence to prevent or minimize downtime on their machines.
- G. The Tribes will provide and maintain, at their own cost comprehensive, fire, theft, malicious mischief insurance, and to include flood insurance if permitted. The insurance purchases will be in an amount sufficient to cover costs of replacement. The Tribes will have general liability coverage.
- H. This agreement is binding on the Company and none of the Company's rights, duties, obligations and responsibilities under this Agreement may be assigned without the prior written consent of the Tribes.
- I. This agreement shall be governed by the laws of the United States. The Tribes' grant of a limited waiver of sovereign

immunity extends only to this Agreement and is solely for the Company as named in this agreement. This limited waiver applies only to actions commenced in the federal courts sitting in Oklahoma or the Cheyenne-Arapaho Tribal Courts.

- J. This Agreement may be terminated with or without cause by written notice from one party to the other party giving thirty days notice.
- K. The Company is granted limited access to the facility in that this access is restricted to the area(s) where their equipment is located. The Company must observe and abide by the Tribal Internal Controls.

Signature

Signature

Date

Date

EXHIBIT A

Equipment Type:

Quantity:

Description (or Name):

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

TOTAL: _____