KIOWA TRIBE

P.O. Box 369 · Carnegie, Oklahoma · 73015
Phone: (580) 654-2300 · Fax: (580) 654-1788
OFFICE OF THE LEGISLATURE

RESOLUTION NUMBER KL-CY-2026-0XX

THE THIRD AMENDMENT TO THE KIOWA CASINO OPERATIONS AUTHORITY CHARTER ACT OF 2026

WHEREAS, the Kiowa Tribe is a sovereign nation and has been so since time immemorial; and,

WHEREAS, the Tribe exercises full enjoyment of the inherent powers of government, including self-determination and autonomy over internal affairs encompassing Tribe citizens, lands, and resources; and,

WHEREAS, on April 17, 2017, qualified voters of the Tribe ratified the Kiowa Constitution as "the supreme law of the land"; and,

WHEREAS, the Kiowa Legislature is vested with the authority to pass laws and resolutions pursuant to Article VI, Section 6(a) of same Constitution; and,

WHEREAS, in 2023, the Legislature enacted and approved an amended Charter to establish and govern the Kiowa Casino Operations Authority ("KCOA") to operate and manage the Tribe's profitable gaming businesses; and,

WHEREAS, the Legislature enacted a First Amendment to same Charter in July 2025; and,

WHEREAS, the Legislature has determined that further statutory codification and clarification are in the best interests of the Tribe to delineate the fiduciary obligations of the KCOA Board of Directors as well as high standards of conduct for same Board, in order to ensure that all enterprises under KCOA purview operate with the highest degree of financial and business ethics, integrity, and professionalism;

NOW THEREFORE BE IT RESOLVED that the Legislature hereby approves and enacts the "THIRD AMENDMENT TO THE KIOWA CASINO OPERATIONS AUTHORITY CHARTER ACT," which may also be cited as THE KIOWA CASINO OPERATIONS AUTHORITY CHARTER ACT OF 2026.

Posted on the Kiowa Tribe Website: November 12, 2026. Read into record by: Cole Kickingbird-DeLaune, District 4, on Legislative Regular Session CXVI-(116), December 12, 2026

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

The foregoing Resolution KL-CY-2026-0XX was duly voted upon by the Legislature on _____, 2026, at a Legislative _____-(), with a vote of () in favor and () opposed, () abstaining, and () absent, according to the authority vested in the Legislature by the Constitution of the Kiowa Tribe.

_____
Michael Q. Primus II
Speaker of the Legislature

LEGISLATIVE RESOLUTION – KL-CY-2026-0XX

Sponsor: Cole Kickingbird-DeLaune, D4
Co-Sponsors:

LEGISLATORS	YES Hàu	NO Hàu:né	ABSTAIN Háun á	ABSENT Héñgyádàu
Ronnie Satepauhoodle District 1				
Michael Q. Primus II District 2				
Jolene Beartrack District 3				
Cole Kickingbird-DeLaune District 4				
Tiya Rosario District 5				
Ben Wolf District 6				
Warren Queton District 7				

DELIVERY OF THE RESOLUTION AND LAW TO THE CHAIRMAN
Resolution No. KL-CY-2026-0XX was presented to the Chairman of the Kiowa Tribe on the ___ day of _____, 2026, pursuant to the Article VI, Section 8(a)(iv) of the Constitution of the Kiowa Tribe, and will become effective after signature by the Chairman or veto override by the Legislature, and as otherwise required by the Constitution.

_____
Michael Q. Primus II
Speaker of the Legislature

Posted on the Kiowa Tribe Website: November 12, 2026. Read into record by: Cole Kickingbird-DeLaune, District 4, on Legislative Regular Session CXVI-(116), December 12, 2026

CHAIRMAN'S ACTION:

[ ] APPROVED

[ ] VETO - RETURNED TO LEGISLATURE WITH EXPLANATION:

_____
_____
_____
_____
_____

On this ____ day of _____, 2026.

_____
David B. Sullivan
Chairman of the Kiowa Tribe

Presented by the Chairman to the Legislature on the ____ day of _____, 2026.

LEGISLATURE'S ACTION:

Override of Chairman's veto:

[ ] YES

[ ] NO

Posted on the Kiowa Tribe Website: November 12, 2026. Read into record by: Cole Kickingbird-DeLaune, District 4, on Legislative Regular Session CXVI-(116), December 12, 2026

LEGISLATIVE OVERRIDE ORDER: KLO-CY-2026-0XX

LEGISLATORS	YES	NO	ABSTAIN	ABSENT
Ronnie Satepauhoodle District 1				
Michael Primus District 2				
Jolene Beartrack District 3				
Cole DeLaune District 4				
Tiya Rosario District 5				
Ben Wolf District 6				
Warren Queton District 7				

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

The foregoing Legislative Order, KL-CY-2026-00X was duly voted upon by the Legislature on _____, 2026, at a Legislative Override Order Session with a vote of _____ in favor and _____ opposed, and _____ abstaining, _____Absent. Pursuant to the authority vested in the Legislature by the Constitution of the Kiowa Tribe.

_____

Michael Q. Primus II
Speaker of the Legislature

Posted on the Kiowa Tribe Website: November 12, 2026. Read into record by: Cole Kickingbird-DeLaune, District 4, on Legislative Regular Session CXVI-(116), December 12, 2026

2026 CHARTER OF THE
KIOWA CASINO OPERATIONS AUTHORITY

Article 1. Formation.

Section 1.1 On August 25, 2004, the Kiowa Tribe formed the Kiowa Casino Operations Authority (the "Authority") as an instrumentality and commercial enterprise of the Kiowa Tribe, a federally recognized Indian tribe (the "Tribe"), and adopted a Charter of the Authority in 2004. Various amendments were made to the Charter of the Authority over time. This "2026 Amendment to the Charter of the Kiowa Casino Operations Authority" cancels, supersedes and replaces all prior Charters and amendments. All agreements made under any prior Charter are expressly continued in force and effect and are ratified by the passage of this Charter as though approved in accord with any requirements of this Charter.

Article 2. Offices.

Section 2.1 The principal office of the Authority shall be located at the casino complex in Devol, Oklahoma, or at such other location within the geographic Jurisdiction of the Kiowa Tribe as may be determined by the Authority's Board of Directors ("Board").

Article 3. Business.

Section 3.1 The business of the Authority shall be to take any and all actions in furtherance of developing, constructing, furnishing, equipping, owning, leasing, operating, managing, maintaining, promoting and financing all gaming, resort and hospitality businesses of the Tribe, and engaging in any other lawful activity in furtherance thereof (the "Business").

Article 4. Relation to Tribe: Sovereign Immunity.

Section 4.1 The Authority shall constitute an unincorporated business enterprise of the Tribe. The Authority shall be wholly owned by the Tribe.

Section 4.2 For purposes of taxation, civil jurisdiction and regulatory jurisdiction, the Authority shall be deemed a subordinate arm and governmental instrumentality of the Tribe; however, authority is granted to enter into contracts permitting recourse and enforcement as set out below, against the assets and revenues of the Authority.

Section 4.3 The Authority shall have no power to exercise any regulatory or legislative power; the Tribe reserves from the Authority all regulatory, legislative and other governmental power, including, but not limited to the power to grant, issue, revoke

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suspend or deny licenses, conduct background investigations, and enact legislation regulating gaming on lands within the Jurisdiction of the Tribe.

Section 4.4 The Authority shall be exempt from all federal or state income taxes or other impositions to the same extent as the Tribe, and for purposes of all federal, state or local taxes shall not be deemed to be a taxable entity separate from the Tribe.

Section 4.5 Except as expressly authorized by the Legislature of the Tribe ("Legislature") by law and permitted by applicable law, all real property, and any interest therein, used in the Business shall belong to the Tribe.

Section 4.6

(a) The Authority is hereby authorized to waive its own sovereign immunity or the immunity of its officers and directors, subject to the following limitations:

1) The waiver of the Authority's immunity can only be done by an affirmative vote of a majority of the Board of Directors of the Authority at a duly called and noticed session of the Authority;
2) The waiver of the Authority's immunity shall be in writing and shall be limited to the minimum waiver needed to support the Authority's transaction and shall specify an amount, a duration, the persons or entities who may sue the Authority or its Officers or Directors, the specific subject matter for which suit is authorized and the venue in which suit may be brought;
3) The waiver of the Authority's immunity shall be limited in amount to that provided by the Kiowa Constitution, as it now exists or may be amended.

(b) No waiver of immunity of the Authority shall be effective until:

1) The Board of Directors duly considers and passes the proposed waiver and presents the waiver, written in compliance with the terms above, to the Chairman of the Tribe;
2) The Chairman of the Tribe has not countermanded such waiver within ten (10) days of receipt by his office.

(c) If the Chairman of the Tribe, within ten (10) days of receipt of a proposed waiver countermands the waiver, the waiver is void *ab initio* and is of no legal force or effect.

(d) If the Chairman of the Tribe, within ten (10) days of receipt of a proposed waiver does not countermand the waiver, and it complies with this Charter and the Constitution of the Kiowa Tribe, the waiver is valid and may not later be countermanded by the Chairman of the Tribe.

Article 5. Ability to sue and be sued.

Section 5.1 The Authority, by resolution duly adopted by the Board shall have the authority to consent to sue and to be sued in its name, but the Tribe shall not be liable for the debts and obligations of the Authority, and the Authority shall not have the power to pledge or encumber the assets of the Tribe other than the personal property of the Authority. This provision does not constitute a waiver of any immunity of the Tribe or a delegation to the Authority to make such a waiver.

Section 5.2 The Authority shall be subject to the jurisdiction of the Courts of the Tribe.

Section 5.3 Except as expressly provided in this section, the Tribe by adoption of this Charter and the establishment of the Board is not waiving its sovereign immunity in any respect or consenting to the authority of any court in accord with the Kiowa Constitution. The provisions of this Charter shall be strictly construed with a view toward protecting tribal assets from the reach of creditors and others.

Article 6. Enforcement of Claims: Separation of Liabilities, Assets, Etc.

Section 6.1 A ll liabilities of the Authority arising out of, or incurred in connection with, its operations have been and shall continue to be the sole and exclusive obligation of the authority, and shall be enforceable only as against the Authority, its assets, revenues or activities. No liabilities or obligations of the Tribe, other than the Authority, shall be enforceable as against the assets, revenues or activities of the Authority.

Section 6.2 All assets used in the development and operation of the Business, together with all income and earnings therefrom and all assets acquired therewith, shall be owned by the Tribe.

Article 7. Judgment Proof Property.

Section 7.1 Except where provided in another legal document duly approved pursuant to Kiowa Law, all property, including funds acquired or held by the Authority pursuant to this Charter shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgment against the Authority be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of lenders or obligees to pursue any remedies for the enforcement of any pledge or lien given by the Authority on its assets, fees or revenues.

Article 8. Operation of the Authority. In accord with the requirements of this Charter and any other applicable law, the Board of Directors of the Authority shall provide oversight and direction for the operation of the Authority.

Article 9. Objectives of the Authority.

Section 9.1 The objectives of the Authority are to provide income to the Tribe and a safe work environment with meaningful opportunity for Tribal citizens and other employees.

Article 10. Enumerated Powers. Subject to the limitations set forth in this Charter, the Ordinance and all other laws, the Authority shall conduct all Business of the Authority to further the objectives of the Authority, subject where required to approval by the relevant governmental entity of the Tribe. The Authority shall have the power:

Section 10.1 to cause the authority to engage in gaming operations on Tribal Lands which are placed under the control of the Authority by the Tribe for the conduct of gaming operations;

Section 10.2 to cause the Authority to engage in hotel, restaurant, alcoholic beverage service, performance entertainment, retail sales, and other business activities to the extent determined by the Board to be ancillary to the business of gaming conducted by the Authority, and conducted on Tribal Lands under the control of the Authority, all as determined by the Board to be in the best interest of the Authority and the Tribe;

Section 10.3 to adopt, amend or repeal policies and procedures of the Authority, including personnel policies and the terms and conditions of employment relating to the Business;

Section 10.4 to prescribe the duties of, and fix the compensation for, officers, employees, and other agents of the Authority, and to indemnify members, officers
employees,

and agents;

Section 10.5 to enter into, make, perform and carry out, cancel and rescind contracts, agreements, and understandings for any lawful purpose pertaining to the Business or incidental to the purposes for which the Authority was established with any Federal, state, Tribal or local governmental agency or authority or with any person, partnership, limited partnership, corporation, limited liability company, Indian tribe, Tribal Party, or other entity;

Section 10.6 to lease property from the Tribe, and to hold, mortgage, manage, or sublease the same, subject to approval consistent with Kiowa Law;

Section 10.7 to give guarantees and to incur liabilities consistent with Kiowa Law;

Section 10.8 to mortgage or pledge assets and receipts of the Authority as security for debts consistent with Kiowa Law;

Section 10.9 to purchase, receive, take by grant, devise, bequest, or otherwise lease, or otherwise acquire, own, hold, improve, employ, use, and otherwise enjoy all powers necessary or appropriate to deal in and with, property, or an interest in property, wherever situated for use in the Business;

Section l0.l0 to sell, convey, lease, exchange, transfer, or otherwise dispose of, or mortgage or pledge, or create a security interest in any property or an interest in property of the Authority consistent with Kiowa Law;

Section 10.11 to employ or approve the employment by the Authority of contractors, consultants, attorneys, and accountants;

Section l0.l2 to undertake and carry out studies and analyses of existing operations and potential new enterprises;

Section 10.13 to purchase or authorize the purchase of insurance from any stock or mutual company for any property or against any risk or hazards;

Section 10.14 to establish and maintain such bank accounts and other depository relationships as may be necessary or convenient;

Section 10.15 to declare and pay dividends to the Tribe, as sole owner of the Authority, when authorized by law.

Section 10.16 to establish, fund, and maintain Reserves for payment of debts, liabilities and obligations, and working capital; and

Section 10.18 to take such other actions as are necessary and do such other things that are authorized by this Charter, the Ordinance, or Kiowa law;

Article 11. Reserves, Net Revenues and Tribal Distributions.

Section 11.1 "GAAP" shall mean generally accepted accounting principles in the United States as applied on a consistent basis.

Section 11.2 "Net Revenues" shall mean gross revenues of an Indian gaming activity less amounts paid out as, or paid for, prizes and Total Operating Expenses, excluding management or game fees.

Section 11.3 All Net Revenues shall be used consistently with the Kiowa law and any other applicable law, and which uses shall include:

1. To fund Tribal government operations or programs.

2. To provide for the general welfare of the tribe and its members.

3. To promote Tribal economic development.

4. To donate to charitable organizations, subject to the limitation in the total amount that may be contributed as established by Tribe law.

Section 11.4 "Total Operating Expenses" shall mean amounts set aside by the Authority in accordance with GAAP which are required for payment of debts, liabilities and obligations, and working capital, with each of these all together being forecast for a period of 120 days after the calculation of Net Revenues.

Section 11.5 On or before the 30th day of each month (or on the last open business day before the 30th day if the 30th day falls on a weekend or holiday) the Authority shall cause all Net Revenues from the prior month to be placed into the Investment Account based on directions from the Treasurer of the Tribe or, in the absence of a Treasurer, based on directions from the Chairman or his designee.

Section 11.6 The Treasurer of the Tribe shall manage the Investment Account to obtain a reasonable rate of return on all funds deposited, while maintaining fluidity necessary to comply with the budget requirements of the Tribe.

Section 11.7 The Treasurer of the Tribe shall, if necessary, establish one or more Interim Investment Accounts, which shall in the aggregate be known as the Investment Account. Each

Interim Investment Account shall be held at an Approved Financial Institution.

Section 11.8 An Approved Financial Institution shall be a financial company which meets or exceeds the Governmental Accounting Standards Board requirements, which is approved by the Treasurer of the Tribe or, in the absence of a Treasurer, the Chairman or his designee.

Section 11.9 Funds may only be withdrawn from the Investment Account in accordance with a duly approved Annual Budget for the Tribe as it may be amended from time to time.

Section 11.10 The Treasurer of the Tribe shall each month provide to the Legislature and the Chairman of the Tribe a complete report for the Investment Account that complies with the Government Accounting Standards Board requirements and that shall identify all investments, fund balances, and a complete financial statement showing revenues, expenditures and changes in fund balances.

Section 11.11 Each Month, Five percent (5%) of the Net Revenues placed in the Investment Account shall be placed into a separate account which shall be invested in businesses owned by Indians that provide a direct benefit to Indian Country.

Section 11.12 One percent (1%) of the total fund balance in the Investment Account shall be allocated in the Annual Budget to be donated each year to a charitable cause selected by the Chairman, with the concurrence of the Legislature, which aids Indian Country.

Article 12. Enumerated Limitations.

Section 12.1 Notwithstanding any other provision in this Charter, the Authority shall not take any of the following actions without authorization from the Legislature and the executive of the Tribe, by law:

(a) Waive or purport to waive the Sovereign immunity of the tribe.

(b) pledge as security for any debt or other obligation any revenues or assets of the Tribe.

(c) bind or create any obligation or liability of the Tribe.

(d) effect any liquidation, dissolution, or winding up of the Authority; or

(e) affect any sale, lease, assignment, transfer, or other conveyance of the assets of the Authority except in the ordinary course of business.

(f) commence gaming operations at any gaming facility, or commit to commence such operations, or commence construction of such gaming facility, other than as authorized by the Legislature by law.

(g) enter into, make, perform and carry out, cancel or rescind any Management Contract.

Article 13. Board of Directors.

Section 13.1 The Board is an Executive Board pursuant to the Kiowa Constitution, Art. VI, Sec. 6. (i).

Section 13.2 Duties. The Business of the Authority shall be managed under the direction of the Board.

Section 13.3 Board: Number and Term of Office.

(a) The Board shall consist of five (5) members, hereby designated "Directors", who shall serve two-year staggered terms of office as established ~~by the Chairman of the Tribe~~ by law beginning with all Directors nominated by the Chairman of the Tribe and confirmed by the Legislature. The terms shall be staggered so that every year, either two or three Directors' terms, as the case may be, shall expire. Upon a vacancy among the Board of Directors, the Chairman shall nominate a candidate for confirmation by the Legislature within forty-five (45) calendar days. Should any such nominee fail to achieve legislative approval, then the Chairman shall nominate an alternate candidate within forty-five (45) calendar days of the vote of the Legislature rejecting same nominee. Should any confirmed nominee decline to be sworn in to their respective seat, then the Chairman shall nominate an alternate candidate within forty-five (45) calendar days of communication from the confirmed nominee rejecting their appointment.

(b) Each member of the Board shall serve until the earlier of his resignation, removal, or the expiration of his term. Should the Chairman wish to renominate a currently serving member of the Board, then he may issue a renomination for confirmation by the Legislature up to 60 days prior to the expiration of the present term.

(c) Whenever necessary, the Chairman of the Tribe shall timely nominate and the Legislature shall confirm, Directors who meet the qualifications set forth in section 13.4.

(d) The Directors are hereby established to be appointed and subject to reappointment as follows:

Director Seat	Director Name	Date Term Expires
Seat 1	Arthur Attocknie	August 1, 2026
Seat 2	Marilyn Bigbow Guerrero	August 1, 2027
Seat 3	T.W. Shannon	August 1, 2026
Seat 4	Richard McMahon	August 1, 2026
Seat 5	Vacant	August 1, 2027

Section 13.4 Qualification of Directors. All Directors shall be natural persons of at least thirty (30) years of age who (1) have earned a four (4) year degree from an accredited United States college or university, or (2) have at least two (2) years of college education and five (5) years of management or supervisory experience in gaming or resort related businesses, or (3) have at least two (2) years of college education and five (5) years of management or supervisory experience in hospitality, construction management, customer relations, government regulations or compliance, or budget management. A majority of the Directors of a fully seated Board shall be enrolled members of the Tribe. All of the Directors shall be Native Americans who are enrolled members of a federally recognized Indian Tribe. No person shall be eligible to serve as a Director who (a) is found to be unsuitable for a Director's license or other license issuable by the Commission pursuant to the Ordinance; (b) has been convicted of a felony or any crime of moral turpitude in a federal, state, or tribal court; (c) holds any elected office of the Tribe; (d) is otherwise an employee of the Tribe, or (e) has been successfully recalled or removed for cause from elected or appointed office of the Tribe, the Authority, or the Commission; (f) has been convicted of any crime involving a financial transaction or business transaction in a federal, state, or tribal court; (g) has had a professional license suspended or revoked based on a disciplinary proceeding; (h) has failed to pay applicable federal or state taxes in a timely manner within the last twenty years; or (i) has a poor credit history including any default on credit obligations, foreclosures, or bankruptcies within the last ten years. Any Director convicted of a felony, a crime involving moral turpitude, or of a crime involving a financial or business transaction shall be deemed to have automatically forfeited their seat on the Board upon the date of conviction in a federal, state, or tribal court. Any Director who becomes the subject of any investigation by the National Indian Gaming Commission, by any other federal agency, or by the office of the Kiowa Tribe Prosecutor for any civil or criminal violation(s) of Tribe or Federal Law shall be immediately suspended and shall not conduct any business as a Director, shall not attend Board Meetings of the KCOA; shall immediately return all data, computers or other information relating to the KCOA; shall not be provided with any data or information relating to the KCOA; shall not receive compensation for work as a Director of the KCOA; and shall not hold themselves out publicly as a Director of the KCOA until the conclusion of the investigation. No person shall be eligible for nomination or confirmation as a Director of the KCOA who is the subject of any investigation by the National Indian Gaming Commission, by any other federal agency, or by the office of the Kiowa Tribe Prosecutor for any civil or criminal violation of Tribal or Federal Law.

Section 13.5 All Directors shall be qualified and nominated by the Chairman of the Tribe subject to confirmation by the Legislature, and subsequent installation into office via administration by a Justice of the Kiowa Supreme Court of the oath of office delineated in the Kiowa Constitution.

Section 13.6 The Chairman of the Board. Subject to confirmation by the Chairman of the Tribe, the Board shall choose a Chairman of the Board of Directors ("Chairman of the Board") from among its members. The Chairman of the Board shall, if present, preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board.

Section 13.7 Resignations. Any Director may resign at any time by giving written notice

to the Chairman of the Tribe and the Legislature and such resignation shall be effective the date the written notice of resignation is accepted by the Chairman of the Tribe, or if acceptance is not given then the effective the date the written notice of resignation shall be 30 days after it is delivered to the Chairman of the Tribe.

Section 13.8 Vacancies. The existence of a vacancy on the Board shall not affect the ability of the Board to conduct business or take actions.

Section 13.9 Removal.

Each Director shall be subject to removal by the Chairman of the Tribe for good cause as reasonably determined by the Chairman of the Tribe; provided, that the Chairman of the Tribe shall not be authorized to remove more than two Directors at a time, and a replacement or replacements shall be nominated, confirmed, and installed into office before any action to remove another Director is taken in order to ensure that the Board will continue to operate with a quorum of at least three Directors at all times.

Section 13.10 Place of Meeting.

The Board may hold its meetings at such place or places as the Board may from time to time appoint, or as may be designated in the notice calling the meeting.

Section 13.11 Regular Meetings. Regular meetings of the Board shall be limited to twelve (12) monthly meetings. The Chairman of the Tribe and the Legislature shall be notified of each meeting 24-hours prior to the meeting. The Chairman of the Tribe and members of the Legislature shall be at all times privileged to attend all regular meetings of the Board and to be heard at such meetings in respect of all business that the Legislature shall desire to bring to the attention of the Board. Every such notice shall state the time and place of the meeting and the purpose of, or the business to be transacted at, such meeting.

Section 13.12 Special Meetings. Additional special meetings may be called in circumstances determined necessary by the Board. Special meetings may be called by the Chairman of the Board or two or more of the Directors. The Chairman of the Tribe and the Legislature shall be notified of each meeting 48 hours prior to the meeting. The Chairman of the Tribe and members of the Legislature shall be at all times privileged to attend all special meetings of the Board and to be heard at such meeting in respect of all business that the Legislature shall desire to bring to the attention of the Board. Every such notice shall state the time and place of the meeting and the purpose of, or the business to be transacted at, such meeting.

Section 13.13 Quorum. Manner of Acting. and Adjournment.

(a) A majority of the Directors then serving shall constitute a quorum for the transaction of business, but in any event a quorum cannot consist of less than three (3) Directors.

(b) Except as otherwise specified in this Charter, the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. The

Directors shall act only as the Board and the individual Directors shall have no power.

(c) No Legislator nor the Chairman may ever be excluded from any meeting of the Board, Regular, Special, Executive, or Confidential, or designated by any other term. Every meeting of the Board, Regular, Special, Executive or Confidential, or designated by any other term shall be recorded using Audio and Visual means and shall be archived permanently. The KCOA shall provide access to the full and complete copy of every recording of every KOCA meeting within 24 hours of a request for access to that recording.

Section 13.14 Committees.

(a) The Board may establish committees to address discrete issues (for instance to manage development), and may charge such committees with discrete tasks, but may not delegate authority to the committees to act on behalf of the Board.

(b) Section 13.11 and 13.12 shall be applicable to all committees of the Board.

Section 13.15 Compensation. The compensation of Directors shall be set in the Annual Budget of the Tribe. The Directors shall also be entitled to receive reimbursement for any reasonable expenses (travel, etc.) incurred in connection with the performance of the Directors' duties.

Section 13.16 Minutes and Resolutions. The Authority shall keep minutes and resolutions of all proceedings of the Board and committees thereof. Copies of all minutes and resolutions shall be submitted promptly to the Chairman of the Tribe and to the Legislature for their review.

Section 13.17 Limits on Liability. No member of the Board shall be liable to any creditor of the Authority.

Section 13.18 Personal Interest. During the time a Director serves on the Board and for a period of three (3) years thereafter, no member of the Board, or any officer or employee of the Authority, or any other public official who exercises any responsibilities or functions with respect to the Authority (collectively, "Insiders") shall voluntarily acquire any interest, direct or indirect, in any business doing, or seeking to do, business in any manner with the Authority. If any Insider involuntarily acquires any such interest, or voluntarily or involuntarily, acquired any such interest prior to becoming an Insider, such Insider shall immediately disclose his or her interest in writing to the Board, the Chairman of the Tribe, and the Legislature, such disclosure shall be entered in the minutes of the Board, and such Insider shall immediately dispose of such interest. In the interim, such Insider shall not participate in any action by the Board or the Authority relating to, concerning or affecting the business or business opportunity in which he or she has any such interest.

Article 14. Bond.

Section 14.1 Prior to opening any gaming operation, the Board, on behalf of and in the name of the Authority, shall obtain or provide for the obtaining of adequate fidelity bond coverage of its Directors, officers, agents or employees handling cash or authorized to sign checks or verify

vouchers.

Article 15. Notices and Waivers.

Section 15.1 Notices. Whenever written notice to any person is required by this Charter, it may be given to such person either personally or by sending a copy thereof by commercial overnight delivery service or through the mail to his address appearing on the books of the Authority, or supplied by him to the Authority for the purpose of notice. If the notice is sent by mail, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail.

Section 15.2 **Waiver of Notice.**

(a) Whenever any notice is required to be given to any Director or other person by this Charter, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

(b) Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Article 16. Officers.

Section 16.1 Number, Qualifications and Designation. The officers of the Authority shall consist of a Chief Executive Officer, a Chief Financial Officer, a Chief Information Officer and such additional officers as may be necessary. The Board shall establish the duties for each Officer.

Section 16.2 Term of Office. The officers of the Authority shall be appointed by the Board, and each such officer shall serve at the discretion of the Board.

Section 16.3 Resignations. Any officer may resign at any time by giving written notice to the Chairman of the Board, or to the Chief Executive Officer or Secretary. Any such resignation shall take effect at the date of the receipt of such notice.

Section 16.4 Removal. Any officer of the Authority may be removed by the Board at any time (with or without cause). Such removal shall not prejudice the contract rights, if any, of the person so removed. Appointment of an officer or agent shall not itself create contract rights.

Section 16.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause may be filled through appointment by the Board.

Section 16.6 General Powers. All officers of the Authority, as between themselves and the Authority, shall have such authority and perform such duties in the management of the Authority as may be provided in this Charter or as may be determined by the Board.

Section 16.7 Chief Executive Officer. The Chief Executive Officer shall be the chief

executive of the Authority and shall, subject to the control of the Board, have general supervision, direction, and control of the day-to-day operations of the Authority.

Section 16.8 Chief Financial Officer. The Chief Financial Officer shall report on a day-to-day basis to, and shall be subject to the control and general supervision of, the Chief Executive Officer or such other officer designated by the Board, subject in all cases to the ultimate supervision of the Board. The Chief Financial Officer shall have general supervision, direction, and control of the financial affairs of the Authority and shall have such other powers and duties as may be prescribed by this Charter.

Section 16.9 Salaries. The salaries of the Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Construction and Facilities Officer, and other officers appointed by the Board shall be fixed from time to time by the Board or by such officer or committee as may be designated by resolution of the Board, subject to confirmation by the Legislature.

Section 16.12 Approval by the Chairman of the Tribe. The Board shall present their selection of a Chief Executive Officer, Chief Financial Officer, Chief Information Officer, or Chief Construction and Facilities Officer along with any written contract of employment to the Chairman of the Tribe within seven (7) days of such selection – or such selection and such employment agreement is void. The Chairman of the Tribe shall have the right to elect to veto the selection of a Chief Executive Officer or a Chief Financial Officer or their employment agreements within fourteen (14) days after presentment. If a selection or an agreement is vetoed, it is null and void *ab initio*. If no veto is forthcoming within fourteen (14) days, the selections and employment contracts are confirmed. Every Officer shall be subject to confirmation by the Legislature within 30 days and shall not serve if not confirmed.

Article 17. Records, Audits and Reports.

Section 17.1 The Authority shall maintain such books and records with respect to its operations and assets as are customary or required by any provision of the Ordinance or regulation of the National Indian Gaming Commission (the "NIGC") (including, but not limited to, the Minimum Internal Control Standards) or by any other applicable legal requirement. The Authority shall cause annual audits of the Business in compliance with generally accepted auditing procedures and the preparation of financial statements based thereon in accordance with Generally Accepted Accounting Principles ("GAAP"), consistently applied, the Indian Gaming Regulatory Act, the regulations of the NIGC, the Ordinance, and directives of Kiowa law.

Section 17.2 There shall be kept at the principal office of the Authority an original or duplicate record of the proceedings of the Directors, and the original or a copy of the Charter, including all amendments to date.

Section 17.3 The Legislature, or the Chairman of the Tribe, or their designee, upon written demand to the Authority, shall have the right to examine, in person, or by agent or attorney, at any reasonable time or times, for any proper purpose the Authority's relevant books and records of accounts, minutes and to make copies of or extracts therefrom.

Section 17.4 The Authority shall prepare and submit to the Legislature within thirty (30) days after the close of each month a monthly report that is prepared in accordance with GAAP, which includes:

(a) an unaudited balance sheet, income statement and cash flow statement for the quarter then ended;

(b) a computation of Net Revenues;

(c) a computation of Reserves;

(d) a computation of Distributable Cash;

(e) a summary of the month's activities, including any significant problems and accomplishments;

(f) any supplemental information necessary to provide the reader with a good understanding of the financial results;

(g) the amount of all funds placed that month into the Tribal Reserve Account.

(h) and

such other information requested by the Board, Legislature, or the Chairman.

Section 17.5 The Authority shall prepare and submit to the Legislature within one hundred twenty (120) days after the close of each fiscal year an annual report that is prepared in accordance with GAAP which includes:

(a) an audited balance sheet, income statement, and cash flow statement for the fiscal year then ended;

(b) a computation of Net Revenue;

(c) a computation of Reserves;

(d) a computation of Distributable Cash;

(e) a summary of the fiscal year's activities, including any significant problems and accomplishments;

(f) any supplemental information necessary to provide the reader with a good understanding of the financial results;

(g) plans for the upcoming fiscal year; and

(h) such other information as the Board or Legislature by law deems pertinent.

17.6 The Authority shall also provide the Chairman of the Tribe and the Legislature with a written report on October 1st and April 1st of each year detailing to the status of the Tribe's casino operations and the financial condition of the Authority.

17.7 The Authority shall submit a proposed operating budget to the Chairman by January 15 of each year with copy to the Legislature. The proposed budget shall be itemized and shall be subject to approval in the Annual Tribal Budgetary Process. Any changes to an Annual Budget shall be subject to approval in a Modification Budgetary Process as outlined in the Constitution.

Article 18. Dissolution or Liquidation.

Section 18.1

(a) In the event of the dissolution or final liquidation of the Authority, (i) none of the property of the Authority nor any proceeds thereof shall be distributed to or divided among any of the Directors or Officers of the Authority or inure to the benefit of any individual, and (ii) the Tribe shall be successor to the Authority for all purposes, including pursuant to any contracts entered into by the Authority. All contracts and security grants provided by the Authority in any such contracts are not binding on the Tribe unless affirmed or ratified by the Legislature.

(b) After all liabilities and obligations of the Authority have been paid, satisfied and discharged, or adequate provision made therefor, all remaining property and assets of the Authority shall be distributed to the Tribe or to one or more organizations designated pursuant to a plan of distribution approved by the Legislature by law in accordance with all Tribal policies and procedures.

Article 19. Miscellaneous.

Section 19.1 Fiscal Year. The fiscal year of the Authority shall end on June 30 or on such other date as may be prescribed by law.

Section 19.2 Checks. All checks, notes, bills of exchange or other orders in writing for the payment of money shall be signed by such person or persons as the Board from time to time may designate; provided, however, that in no event shall fewer than two (2) signatures of officers of the Authority or other persons by resolution of the Board authorized to sign such instruments, be required for any one or related series of checks, notes, bills of exchange or other orders for the payment of money of the Authority in excess of ten thousand dollars ($10,000.00).

Section 19.3 Contracts. The Board may authorize any officer(s) or agent(s) of the Authority to enter into any contract or to execute or deliver any instrument on behalf of the Authority, but in any event when such contracts and instruments require the authorization of the

Legislature by law, such contracts shall be valid and enforceable against the Authority only if the Legislature's prior written authorization thereof by resolution is first obtained.

Section 19.4 Deposits. All funds of the Authority shall be deposited from time to time to the credit of the Authority in such banks, trust companies, or other depositories as the Board may approve or designate, and all such funds shall be withdrawn only upon checks signed by such officers or employees as the Board from time to time shall determine, but at all time subject to the restrictions upon signing authority set out in Section 19.2 and Section 19.3 of this Charter.

Section 19.5 Interpretation. To the extent reasonable, this Charter shall be read and interpreted in a manner that is consistent with the 2017 Constitution and with the Ordinance, but in the event of any inconsistency, the provisions of the 2017 Constitution shall control.

Section 19.6 Effectiveness. This Charter shall be deemed effective as of date the resolution adopting this Charter is approved by the Legislature and (a) signed into law by the Chairman or (b) the expiration of the period of ten (10) calendar days allotted to the Chairman for consideration by the Constitution following presentment of an enactment or (c) a veto override is duly approved and signed by the Speaker of the Legislature.

Section 19.7 Amendment. This Charter may only be amended by approval of the Legislature by law.

Section 19.8 Severability. Should any part of this Charter be held invalid or unenforceable by a court holding Jurisdiction over the Kiowa Casino Operations Authority, the remaining portions shall survive and remain in effect and be enforceable.

Posted on the Kiowa Tribe Website: November 12, 2026. Read into record by: Cole Kickingbird-DeLaune, District 4, on Legislative Regular Session CXVI-(116), December 12, 2026