LUMBEE TRIBE OF NORTH CAROLINA

CLLO-2026-1015-04 **DATE: October 15, 2026**

"GAMING ORDINANCE"

WHEREAS, The Lumbee Tribe of North Carolina ("Lumbee Tribe") is a recognized American Indian Tribe recognized by the United States of America, subject to the Constitution of the Lumbee Tribe of North Carolina ("Tribal Constitution") and its inherent sovereign powers and right to self-government; and,

WHEREAS, The Lumbee Constitution was adopted to preserve for all time the Lumbee way of life and community, promoting the educational, cultural, social, and economic well-being of Lumbee people, and securing justice and freedom for the Lumbee people; and,

WHEREAS, The Lumbee Tribal Government has the authority and responsibility to protect the quality of life of the Lumbee people; and,

WHEREAS, Article VII, Section 1 of the Tribal Constitution delegates all legislative authority to the Tribal Council of the Lumbee Tribe of North Carolina ("Tribal Council"); and,

WHEREAS, Article VIII, Section 1(b) of the Tribal Constitution says any ordinance "authorizing gaming in Lumbee Territory shall be deemed to affect fundamental rights" and as such requires a special mandatory referendum vote; and

WHEREAS, the Lumbee Tribe Supreme Court in Jackson vs. Lumbee Tribal Council, Chairperson, and Lumbee Tribe Elections Board, 2006-008 declared that Article VIII, Section 1.b)'s reference to Article V is a scrivener's error and that Article VI of the Tribal Constitution outlines the process to be used for a referendum required by Article VIII, Section 1(b); and

THEREFORE, Be it enacted by the Tribal Council of the Lumbee Tribe of North Carolina, the following ordinance shall be cited as the "Gaming Ordinance"; and

BE FURTHER ENACTED, the Tribal Council expressly finds that this Ordinance affects a fundamental right and interest within the meaning of Article VIII, Section 1.b) of the Tribal Constitution; and

BE FURTHER ENACTED, this Ordinance shall become law only upon completion of the referendum process required by Article VI.

GAMING ORDINANCE

PART I

LUMBEE GAMING COMMISSION

Regulatory Division

Shall become effective upon enactment in accordance with Tribal law and subsequent approval by the National Indian Gaming Commission.

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Part I, Section 1. Purpose, Applicability, and Effective Date

The Constitution of the Lumbee Tribe of North Carolina was originally adopted on November 16, 2001, and was amended March 8, 2003. Article VIII, Section 1.b) states, "[a]ny ordinance…authorizing gaming in Lumbee territory shall be deemed to affect fundamental rights or interests of the Tribe." Article VIII, Section 1.b), creates a special mandatory referendum process for Tribal Council ordinances affecting fundamental rights or interests. In *Jackson v. Lumbee Tribal Council, Chairperson, and Lumbee Tribe Elections Board*, Case No.: 2026-008, the Court "DECLARE[D] that Article VIII, Section 1.b)'s reference to Article V is a scrivener's error." The Court said, "Article VI…supplies the governing constitutional referendum/recission framework for the referendum required by Article VIII, Section 1.b)." The Tribal Council, empowered by the Tribe's Constitution to enact ordinances, hereby enacts this Lumbee Gaming Ordinance as one enactment consisting of two distinct Parts. Part I governs the authorization, conduct, and regulation of Class II and, if authorized by an approved Tribal-State compact or applicable Class III procedures, Class III gaming operations on the Tribe's Indian lands in accordance with the Indian Gaming Regulatory Act ("IGRA"), 25 U.S.C. § 2701 et seq., including 25 U.S.C. § 2710, and applicable National Indian Gaming Commission ("NIGC") regulations, including 25 C.F.R. part 522.

Part II establishes and governs the Lumbee Gaming Authority and becomes effective only after enactment under Tribal law, including consideration by the Tribal citizens at a referendum vote.

Unless expressly stated otherwise, a reference within Part I to a "Section" means a section of Part I, and a reference within Part II to a "Section" means a section of Part II. A cross-Part reference shall identify both the Part and Section.

Unless expressly stated otherwise, "Part I" means the regulatory division of the Gaming Ordinance, "Part II" means the Lumbee Gaming Authority division, and "Gaming Ordinance" means the complete enactment consisting of both Parts. The term "Ordinance" shall not be used as a shortened reference unless the provision expressly identifies the Part intended.

Section 2. Gaming Authorized

Class II gaming and, if authorized by an approved Tribal-State compact or applicable Class III procedures, Class III gaming are authorized to be conducted on the Tribe's Indian lands on and after the effective date of Part I and in accordance with IGRA, NIGC regulations, and all other Applicable Law.

Section 3. Definitions

For purposes of the Gaming Ordinance, the terms "Class II gaming," "Class III gaming," "Indian lands," "Key Employee," "Primary Management Official," "net revenues," "management contractor," and "Gaming Operation" have the meanings provided in IGRA and applicable NIGC regulations.

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with the LGA, including a subsidiary or other entity in which the LGA has the direct or indirect power, through ownership, contract, or another arrangement, to direct management, policies, or significant business decisions;

"Applicable Law" means the Constitution, Tribal law, IGRA, NIGC regulations, an approved Tribal-State compact or applicable Class III procedures, and state law only when validly applicable;

"Business Day" means a day other than Saturday, Sunday, a Tribal holiday, a federal holiday observed by the Tribe, or a day on which the Tribe's administrative offices are officially closed;

"Confidential Information" means records or information that are confidential, privileged, personally identifiable, security-sensitive, proprietary, or otherwise protected from disclosure under the Gaming Ordinance or Applicable Law;

"Covered Family Member" means a parent, grandparent, sibling, spouse, child, grandchild, aunt, uncle, first cousin, or parent-in-law;

"Enterprise" means the LGA and each entity, facility, activity, asset, or business that it owns, controls, manages, or operates;

"Gaming Facility" means a physical place, facility, or location licensed by the Tribe for gaming;

"Gaming Operation" means the gaming operation regulated under IGRA and NIGC regulations;

"Gaming Ordinance" means the complete Lumbee Gaming Ordinance, consisting of Part I and Part II;

"Gross Gaming Revenue" means the annual total amount wagered on Class II and Class III games and admission fees, including table or card fees, less amounts paid as prizes or paid for prizes awarded;

"Lumbee Gaming Authority" or "LGA" means the unincorporated, wholly owned governmental instrumentality, enterprise authority, and subordinate economic organization established

by Part II to hold and exercise Enterprise rights solely as a wholly owned Tribal instrumentality and on behalf of the Tribe. The term does not include the LGC;

"National Indian Gaming Commission" or "NIGC" means the federal agency established by IGRA;

"NIGC Chair" means the Chair of the NIGC;

"Patron Dispute" means a dispute within the LGC's jurisdiction involving a gaming transaction, game outcome, alleged winnings, gaming-equipment malfunction, wagering instrument, gaming-related exclusion, or other matter designated by LGC regulation, but excludes employment, vendor, tort, and other matters outside the LGC's jurisdiction unless Tribal law provides otherwise;

"Related Person" means an immediate family member, household member, controlled entity, business associate, or other person whose interests could reasonably affect independent judgment; and

"Tribal Territory" means the Tribe's territory as recognized under the Constitution and Tribal law.

Section 4. Lumbee Gaming Commission

The Lumbee Gaming Commission ("LGC") is established to regulate Gaming Operations and consists of five (5) voting Commissioners with equal authority. The Tribal Chairperson shall nominate, and the Tribal Council shall appoint, Seats 1 and 2. Each nomination shall be formally submitted to the Tribal Council in writing and accompanied by a nomination package containing a detailed résumé; the required enrollment and voting certifications; and documentation substantiating that the nominee satisfies all applicable education, experience, expertise, professional standing, background, seat-specific, and other eligibility requirements under the Gaming Ordinance and Applicable Law. The Tribal Council shall appoint Seats 3, 4, and 5 from qualified applicants through a non-electoral process, selecting those whose education, experience, expertise, judgment, and background best support the LGC's mission and regulatory priorities.

(a) Officers and Duties

1. **Officer Selection.** At the first meeting of the initial LGC, the Commissioners shall select an LGC Chairperson, Vice-Chairperson, Secretary, Treasurer, and any other officers the LGC determines appropriate. The initial officers shall serve until September 30 following

the first July 1 that occurs after all five initial Commissioners have taken office and shall hold over until their successors take office. Thereafter, the Commissioners shall select officers annually during September for one-year terms beginning October 1.

2. **LGC Chairperson.** The LGC Chairperson shall preside over meetings of the LGC; prepare the agenda for each LGC meeting and determine the items to be placed on the agenda; and perform other duties assigned by Part I or the LGC. Agenda items shall be added as provided in subsection (d)(3).
3. **Vice-Chairperson.** The Vice-Chairperson shall perform the LGC Chairperson's duties in the LGC Chairperson's absence or inability to serve.
4. **Secretary.** The Secretary shall cause written minutes of all LGC meetings to be prepared and maintained and shall maintain other LGC records as necessary.
5. **Treasurer.** The Treasurer shall monitor the LGC's budget and financial condition; review financial reports, expenditures, audits, and budget-to-actual results; and report material financial matters to the LGC. The Treasurer shall coordinate with authorized Tribal financial personnel and independent auditors but shall not independently approve expenditures, exercise managerial control over the Gaming Operation, or exercise authority reserved to the LGC or another Tribal official under Applicable Law.

(b) Voting

All actions of the LGC shall be taken in accordance with subsection (d)(5). The LGC Chairperson shall vote on all matters unless recusal is required by Part I or other Applicable Law.

(c) Quorum

Three (3) Commissioners shall constitute a quorum. A Commissioner participating remotely in accordance with subsection (d)(4) shall be counted as present for quorum purposes. At the first meeting of the initial LGC, at which officers are selected, all five (5) Commissioners must be present.

(d) Meetings

1. **Meeting Frequency and Authority.** The LGC shall meet at least monthly and may meet more frequently as necessary to carry out its regulatory duties. The LGC Chairperson may call a regular meeting. The LGC Chairperson or any two (2) Commissioners may call a special meeting.

2. **Notice.** Reasonable advance written notice of each regular or special meeting shall be provided to all Commissioners and shall state the date, time, location or method of participation, and agenda or a reasonably specific description of each matter expected to be discussed or acted upon. Emergency meetings may be held on shorter notice when immediate action is necessary to protect gaming integrity, public health or safety, regulatory compliance, licensing, enforcement, confidential or security-sensitive information, or LGC operations. The notice of an emergency meeting shall describe the emergency and the matters to be considered to the extent practicable.
3. **Agenda.** The LGC Chairperson shall prepare the agenda as provided in subsection (a)(2). Any two (2) Commissioners may require an item to be added by submitting the request to the LGC Chairperson before the meeting or by making the request at the start of the meeting. An item requested timely before notice is issued shall be included in the meeting notice. If an item is requested after notice is issued or at the start of the meeting, the LGC may discuss the item but shall not take final action unless authorized under the emergency-meeting provisions of paragraph (2). A matter requiring additional notice shall be placed on the agenda of a properly noticed meeting. The LGC may reorder agenda items by majority vote of the Commissioners present and voting, provided a quorum is present.
4. **Remote Participation.** Meetings may be conducted in person, by telephone, by video conference, or by other reliable means that allow participating Commissioners to hear, deliberate, and participate in the meeting. A Commissioner participating by such means shall be considered present for attendance and quorum purposes. Each Commissioner may participate fully in discussions and vote on every matter before the LGC, except when recusal is required by Part I or other Applicable Law.
5. **Official Action.** No official action may be taken unless a quorum is present. Official action of the LGC requires the affirmative vote of a majority of the Commissioners present and voting, unless Part I or adopted LGC regulations require a greater vote. Abstentions do not count as affirmative votes. The LGC may adopt rules of procedure consistent with Part I to govern its meetings.
6. **Minutes.** The Secretary, or another person designated by the LGC, shall prepare and maintain written minutes of each meeting. The Secretary shall ensure minutes adequately

reflect the business conducted and actions taken, if any. The minutes shall record the date, time, location or method of meeting, Commissioners present, the existence of a quorum, motions made, votes taken, recusals or abstentions, and the general subject matter of actions taken. Minutes and related records shall be maintained as LGC records and shall be treated as confidential to the extent required by Part I, LGC rules, IGRA, NIGC regulations, or other Applicable Law. Minutes shall describe confidential matters only to the extent necessary to document official action and shall not identify confidential interviewees or disclose protected investigative information.

7. **Executive Sessions.** The LGC may meet in executive session when necessary to discuss confidential, sensitive, investigative, licensing, enforcement, legal, personnel, security, financial, proprietary, or privileged matters. Attendance at an executive session may be limited to Commissioners, LGC staff, legal counsel, and other persons whose presence is necessary for the LGC to perform its duties. Any final action following executive-session deliberations shall be taken in accordance with paragraph (5) and recorded in the minutes as required by paragraph (6), without disclosing protected information.
8. **Unanimous Written Consent.** The LGC may act without a meeting only by unanimous written consent of all Commissioners then qualified and unrecused on the matter. The consent shall describe the action, demonstrate that no recusal or quorum rule is avoided, and be filed with the minutes. Written consent may not be used for a licensing adjudication, enforcement hearing, Patron Dispute, Commissioner-suitability determination, or other matter for which the Gaming Ordinance or Applicable Law requires notice or a hearing.

(e) LGC Purpose and Authority

1. **Regulatory Oversight.** The purpose of the LGC is regulatory, not managerial. The LGC shall oversee the Gaming Operation to ensure compliance with Tribal, federal, and, if applicable, state laws and regulations.
2. **Licensing and Background Investigations.** The LGC shall serve as the licensing authority for individuals employed in the Gaming Operation and shall maintain an adequate system for background investigations, suitability determinations, and Tribal licensing of Primary Management Officials and Key Employees. The LGC shall provide

prompt notice to the NIGC of issued licenses as required by Applicable Law and shall ensure continuing oversight of those persons and their management activities.

3. **Internal Controls and Revenue Oversight.** The LGC shall monitor compliance with the internal control standards for the Gaming Operation and track gaming revenues.
4. **Access to Gaming Operations and Records.** To carry out its regulatory duties, the LGC shall have prompt and complete access to all areas of the Gaming Operation and to records and information reasonably necessary for those duties, subject only to legally recognized privilege and narrowly tailored protective procedures that preserve the LGC's regulatory access. The LGA and LGC shall first attempt in good faith to resolve any access dispute. An unresolved dispute shall be decided under the independent-neutral procedure in Part II, Section 15. Records and information accessed under this subsection shall be used, maintained, and disclosed only as necessary for the performance of the LGC's official duties and in accordance with Section 14 and Applicable Law.
5. **Enforcement.** The LGC shall have authority to take enforcement actions, including suspension or revocation of an individual gaming license when appropriate.
6. **Required Procedures.** The LGC shall adopt and enforce procedures for background investigations, fingerprinting, criminal-history checks, license issuance, license suspension and revocation, and patron dispute resolution, consistent with IGRA, NIGC regulations, and Part I.
7. **Regulatory Purpose.** The Tribe, through its Tribal Government, shall allow Tribal gaming activities to generate revenue for the purposes authorized by Part I, Section 5. Part I is intended to ensure that Tribal gaming activities are conducted fairly and honestly and remain free from organized crime and other corrupting influences. By approving Part I, the Tribal Council and Tribal Chairperson find that conducting Tribal gaming activities in accordance with Part I is vital to the public health, safety, and welfare of the Tribe and its citizens.

(f) Independence of the LGC

The LGC shall act independently from the Tribal Council and Tribal Chairperson in all regulatory matters. Each year, the LGC shall submit a budget reasonably necessary to perform its duties. The budget may include a Tribal Council-approved contingency reserve of up to ten percent (10%) of the annual operating appropriation for unanticipated investigations,

enforcement, litigation, regulatory requirements, or other necessary expenses. Reserve expenditures require majority LGC approval and written findings stating the need and amount. If delay would materially impair gaming integrity, public safety, or regulatory compliance, the LGC Chairperson and Treasurer may jointly authorize an emergency expenditure, subject to LGC ratification within five (5) Business Days. The next quarterly report shall state each reserve expenditure, its general purpose and authorization, and the remaining balance without disclosing protected information. Unused contingency-reserve funds shall be carried forward to the succeeding fiscal year, but the total reserve shall not exceed ten percent (10%) of the annual operating appropriation. The Tribal Council shall timely appropriate sufficient funds. Unless the LGC determines in a written finding approved before submitting its budget that a lesser amount is sufficient, the appropriation shall equal at least the prior-year operating appropriation and shall be adjusted as necessary for documented material changes in gaming activity, regulatory duties, or costs. The LGC may request supplemental or emergency funding when the reserve is insufficient. No person or entity may reduce, withhold, condition, delay, or redirect LGC funding to interfere with the LGC's independence or regulatory decisions. The Tribal Council and Tribal Chairperson may exercise only the appointment, removal, reporting, budgeting, and other governance authority expressly assigned by Part I. No such authority permits the Tribal Council or Tribal Chairperson to review, direct, approve, modify, reverse, delay, or control an individual licensing, enforcement, investigative, audit, or regulatory decision. The prohibition on review or reversal does not bar the Executive Committee's initial-appointment suitability determination under subsection (g)(4). This subsection does not limit removal proceedings conducted under subsection (j).

The LGC's regulatory role shall not diminish the Tribe's sole proprietary interest in and responsibility for the conduct of gaming activity, as required by IGRA.

(g) General Eligibility

A Commissioner must satisfy all applicable requirements of this subsection and subsection (h). Paragraphs (1), (3), and (5)–(7) of this subsection apply at nomination or appointment as specified. Paragraphs (2), (4), (8)–(12), and (14) continue throughout the term, subject to paragraph (2)'s residence deadline. The enrollment and voting requirements in subsection (h)(7) and (8) also continue throughout the term and are subject to the certification and removal procedures stated there. Paragraph (13) applies at the time and for the period specified by the

provision establishing the additional eligibility requirement. Any alleged loss of the qualification in paragraph (14) is governed exclusively by subsection (j)(1)(f).

1. Be at least twenty-eight (28) years of age as of the date of nomination or appointment, whichever occurs first;
2. Establish a principal place of residence within the Lumbee Tribal Territory, as set forth in the Constitution of the Lumbee Tribe, no later than sixty (60) days after the effective date of appointment, and maintain that principal place of residence throughout the term. Failure to establish or maintain the required residence constitutes a loss of qualification under subsection (j)(1)(d);
3. Have at least a bachelor's degree from an accredited college or university and seven (7) years of professional or business work experience, an associate's degree from an accredited college or university and nine (9) years of professional or business work experience, or a high school diploma and eleven (11) years of substantial professional or business work experience, as of the date of nomination or appointment, whichever occurs first;
4. **Background suitability.**

   Suitability standard. A nominee or Commissioner shall complete all background checks required by Tribal or Applicable Law and remain suitable to serve. A person is unsuitable when reliable and material information concerning the person's activities, criminal record, reputation, habits, associations, financial integrity, regulatory history, or similar matters shows that service would threaten the public interest or effective gaming regulation, or create or increase the risk of unsuitable, unfair, or illegal gaming practices.

   Investigation scope. The investigation shall be sufficient to apply this standard and shall include identity, education, employment, business, criminal, civil, financial, regulatory, reputation, association, and conflict-of-interest information; appropriate interviews and reference checks; and, when authorized and available, fingerprints and an FBI criminal-history records check.

   Suitability Panel. A Suitability Panel shall investigate and make the initial background-suitability determination for nominees to the initial LGC and shall later act whenever this paragraph assigns a matter to the Panel. The Panel consists of the Tribal Council General Counsel, the Tribe's Legal and Compliance Officer, and a third member jointly selected

by those officials. The officials shall determine the third member's qualifications and acceptability. A replacement for either named official may act only while serving as the replacement. Members shall disclose conflicts and recuse when their impartiality could reasonably be questioned. The Tribal Council Speaker shall appoint a qualified, nonconflicted replacement for a named official who is recused, unavailable, or unable to act. The named officials or their replacements shall jointly replace the third member and determine the replacement's qualifications and acceptability. The Speaker shall act within ten (10) Business Days after notice. If the Speaker is conflicted, unavailable, unable, or fails to act, the Vice Speaker has ten (10) Business Days to act. If the Vice Speaker likewise cannot or does not act, the Tribal Council shall, within ten (10) Business Days, designate by majority vote a nonconflicted member to exercise the authority; a majority of seated, nonconflicted members constitutes a quorum. This procedure applies whenever a replacement Panel member is required.

Completeness review and deadlines. Within ten (10) Business Days after receiving investigative materials, the LGC or Panel shall certify whether the record is complete. If incomplete, it shall identify the additional information reasonably required and certify completeness within five (5) Business Days after receipt. A record is complete when it contains sufficient reliable information to apply the standard and the required investigative categories, or the LGC or Panel documents why unavailable information does not prevent a determination. It shall decide within sixty (60) Business Days after certification, subject to one written extension of up to thirty (30) Business Days for good cause.

Initial appointments. An initial appointment may not take effect until the Panel unanimously finds the nominee suitable or the Tribal Council Executive Committee issues a favorable final determination. Lack of unanimity constitutes an adverse determination. Within three (3) Business Days after an adverse determination, the Panel shall notify the nominee and transmit its determination and the complete record to the Committee. Notice is received upon personal or confirmed electronic delivery, or three (3) Business Days after first-class mailing. The nominee may submit reliable, material supplemental information to the Panel within ten (10) Business Days after receipt, and the Panel shall promptly forward it. The Committee shall determine suitability de novo,

without deference, solely from that record and timely supplemental information submitted under this paragraph. Members shall disclose conflicts and recuse when impartiality could reasonably be questioned. A majority of seated, nonrecused members constitutes a quorum. If recusals leave the Committee without a quorum, the Tribal Council shall, within five (5) Business Days, designate enough qualified, nonconflicted members to join the remaining Committee members, by majority vote of seated, nonconflicted Council members at a meeting with a quorum. Each designee serves as a Committee member solely for that determination. If the Council misses the deadline, the Speaker, or the Vice Speaker if the Speaker is conflicted, unavailable, or unable to act, shall designate the members within three (3) Business Days. The decision period is suspended pending designation and then resumes with the time remaining. A favorable determination requires the affirmative vote of a majority of all Committee members serving for the determination. Abstentions are not affirmative votes; a tie or insufficient majority constitutes a final adverse determination. The Committee shall decide within twenty (20) Business Days after the response period ends or the nominee responds and waives the balance, subject to one written extension of up to ten (10) Business Days for good cause. The Panel and Committee shall issue confidential written determinations identifying the standard and summarizing the material basis without disclosing protected investigative information or confidential interviewees. Their records, deliberations, and determinations are Confidential Information subject to Section 14 and subsection (i)'s Candidate Confidentiality provision and may be disclosed only to authorized persons to the extent necessary for the suitability, appointment, continuing-eligibility, removal, or judicial-review process, or as required by controlling law. Their authority is limited to background suitability and excludes appointment and other eligibility decisions.

Later appointments. After the initial LGC is constituted, the LGC shall investigate and decide the background suitability of nominees for later vacancies, successor appointments, or reappointments. An appointment or reappointment becomes effective only after the LGC determines, by the vote required under subsection (d)(5) and with a quorum of eligible Commissioners, that the nominee satisfies the requirements. If fewer than three (3) Commissioners are eligible because of vacancies, recusals, or disqualifications, the Panel shall act instead and must decide unanimously. A nominee

who is a Commissioner shall not participate in or receive nonpublic information about the review. The LGC or Panel shall issue a confidential written determination identifying the standard and summarizing the material basis without disclosing protected investigative information or confidential interviewees. The determination and related records are Confidential Information under Section 14. The Panel's authority remains limited to background suitability.

Annual review. The LGC shall review each Commissioner's continuing suitability at least annually under the same standard and investigative scope. The affected Commissioner may receive notice and respond but shall not otherwise participate or receive nonpublic information. An adverse determination requires the vote specified in subsection (d)(5), excluding the affected Commissioner, and a confidential written determination. If fewer than three (3) Commissioners are eligible, the Panel shall act instead and may decide adversely only by unanimous vote. An adverse determination is only a confidential referral and supporting record; it does not suspend or remove the Commissioner, create a presumption, shift the burden of proof, or bind the Tribal Council. Removal may begin only upon a verified complaint under subsection (j)(2), and only the Tribal Council may suspend or remove a Commissioner under subsection (j). Procedural rights under subsection (j) remain subject to Section 14 and subsection (j)(5);

5. Not have held office as a constitutional officer of the Tribe, including as a Tribal Council member, Tribal Chairperson, Tribal Justice, or Tribal Administrator, or have served as a member of the Lumbee Tribe Elections Board, at any time during the one-year period immediately preceding nomination or appointment, whichever occurs first;
6. Not have held any federal, state, or local elected office, whether elected to the office or appointed to fill a vacancy, at any time during the one-year period immediately preceding nomination or appointment, whichever occurs first;
7. Not have served as an employee or consultant, directly or indirectly, or in any similar capacity, for the LGC, LGA, or any Affiliate at any time during the one-year period immediately preceding nomination or appointment, whichever occurs first;
8. Not have a Covered Family Member serving, directly or indirectly, as an employee, consultant, or in a similar capacity for the LGC, LGA, or an Affiliate; provided that service for the LGA or an Affiliate is prohibited only if the Covered Family Member is a

Key Employee or Primary Management Official. A Commissioner who knows or reasonably should know of prohibited service shall disclose it in writing to the LGC and Tribal Council Speaker within ten (10) Business Days. Within thirty (30) calendar days after disclosure, the Commissioner may submit information to the nonrecused Commissioners showing that the service ended or is not prohibited. The Commissioner shall recuse from matters directly affecting the Covered Family Member during that period and shall not count toward quorum for the matter. The nonrecused Commissioners shall determine the matter by the vote required under subsection (d)(5). If fewer than three (3) qualified and unrecused Commissioners are available, the matter may not be decided until a lawful quorum exists. If the deciding body determines after the thirty-day period that the prohibited service continues, the Commissioner ceases to satisfy this subsection's continuing eligibility requirements and may be removed only under subsection (j), including subsection (j)(1)(d);

9. Not knowingly accept or act upon improper political influence from any department, official, or governmental body of the Tribe in the performance of the Commissioner's official duties;
10. Not directly or indirectly solicit, receive, or participate in soliciting or receiving any assessment, subscription, or contribution for any Tribal political organization, candidacy, or other Tribal political purpose;
11. Not serve on a partisan Tribal political committee; seek or accept nomination or election to Tribal, federal, state, or local office; or manage a Tribal political party or campaign, except to express private opinions and vote. A Commissioner becomes a candidate by knowingly and voluntarily making a filing or formal acceptance that establishes candidacy under governing law. Personal opinions, interest in future candidacy, exploratory activity, or unauthorized acts of others do not alone establish candidacy. Upon becoming a candidate, the Commissioner loses eligibility for the remainder of the term, even if the candidacy ends, but may be suspended or removed only under subsection (j), including subsection (j)(1)(d);
12. Be prohibited from gambling in any Tribe-owned Gaming Facility;

13. Meet any other eligibility requirement expressly imposed by the Gaming Ordinance or other Applicable Law, at the time and for the period expressly provided by the provision establishing that requirement;
14. Be able to perform the essential functions of the Commissioner position, with or without reasonable accommodation; provided that any alleged loss of this qualification shall be determined exclusively under subsection (j)(1)(f) and shall not constitute an independent ground for removal under subsection (j)(1)(d).

(h) Specific Eligibility by Seat

1. **Appointment Process for Seats 3, 4, and 5.** In addition to general eligibility, each Commissioner shall satisfy the applicable seat requirements below. For Seats 3–5, the Tribal Council shall publicly announce an application period, use a uniform process open to qualified applicants, and appoint a competent and qualified applicant whose education, experience, expertise, regulatory judgment, integrity, and background support the LGC's mission and regulatory priorities. The Tribal Council shall substantially consider those factors. Appointments shall not be made by popular election, Council election, candidate balloting, or another electoral process; a Council vote approving an appointment is not an election.
2. **Seat 1 — Tribal Chairperson Nominee.** At the time of nomination or appointment and throughout the entire term, the person appointed to Seat 1 shall be a licensed attorney in good standing in the State of North Carolina or any other United States jurisdiction and shall have been so licensed for at least ten (10) years.
3. **Seat 2 — Tribal Chairperson Nominee.** At the time of nomination or appointment and throughout the entire term, the person appointed to Seat 2 shall be a certified public accountant with at least ten (10) years of experience or a banking professional with at least ten (10) years of experience in the banking industry at a managerial or supervisory level, including responsibility for at least twenty (20) personnel and oversight of, or responsibility for ensuring compliance with, the organization's Bank Secrecy Act ("BSA") compliance requirements.
4. **Seat 3 — Tribal Council Appointee.** Appointed under paragraph (1).
5. **Seat 4 — Tribal Council Appointee.** The person appointed to Seat 4 shall have a minimum of fifteen (15) years of experience as a sworn federal, State of North Carolina,

or local law-enforcement officer and shall have served in a detective, managerial, or supervisory capacity for at least eight (8) years. The individual shall be selected by the Tribal Council through the application-based, non-electoral appointment process established in paragraph (1) of this subsection.

6. **Seat 5 — Tribal Council Appointee.** Appointed under paragraph (1).
7. **Initial Seats 1–2 Composition.** For the initial LGC, at least one (1) Commissioner appointed to Seats 1–2 shall have been an enrolled Lumbee Tribal citizen for at least three (3) consecutive years before nomination or appointment and shall have voted in at least one (1) of the two (2) most recent Tribal elections, whether special or regular, before nomination by the Tribal Chairperson and throughout the term. The authorized enrollment and election offices shall certify compliance before nomination, annually, after each Tribal election, and after a material change in enrollment status or a correction or material change in the official election records. Before an adverse continuing-service certification, the applicable office shall provide notice and five (5) Business Days to correct a records error. A final adverse certification constitutes loss of a continuing qualification and may support removal only under subsection (j).
8. **Seats 3–5 Composition.** For the initial LGC, at least one (1) Commissioner appointed to Seats 3–5 shall have been an enrolled Lumbee Tribal citizen for at least three (3) consecutive years before appointment and shall have voted in at least one (1) of the two (2) most recent Tribal elections, whether special or regular, before submitting an application and throughout the term. Beginning July 1 three (3) years after the initial LGC is appointed and thereafter, at least two (2) Commissioners serving in Seats 3–5 shall be enrolled Lumbee Tribal citizens. The authorized enrollment and election offices shall certify voting compliance before the application is submitted and shall certify enrollment compliance before appointment. Those offices shall recertify compliance annually, after each Tribal election, and after a material change in enrollment status or a correction or material change in the official election records. Before an adverse continuing-service certification, the applicable office shall provide notice and five (5) Business Days to correct a records error. A final adverse certification constitutes loss of a continuing qualification and may support removal only under subsection (j).

(i) Terms

Commissioners serve three-year terms and may serve no more than two (2) consecutive terms, regardless of seat, unless two-thirds of all nonrecused seated Tribal Council members approve one additional three-year term before the second term expires. A former Commissioner may serve again after a break in service of at least two (2) years. A partial term counts as one term if the Commissioner serves more than one-half of the designated term. No later than ninety (90) calendar days before a term expires, the appointing authority shall begin the applicable nomination or appointment process. A Commissioner may hold over until a successor's appointment becomes effective, but not longer than one hundred eighty (180) calendar days after the term expires. Holdover service is not a new term and remains subject to all continuing requirements of office. If no successor's appointment becomes effective before the holdover period ends, the seat becomes vacant.

Terms begin July 1, except for the initial LGC. Initial appointments require a written certification of business necessity jointly issued by the Tribal Chairperson and Tribal Council Speaker and approved by the Tribal Council. "Business necessity" means a documented need to establish the LGC to satisfy legal, regulatory, operational, or contractual gaming requirements.

Initial terms shall be staggered to preserve continuity. For Seats 1 and 2, the Tribal Chairperson shall assign one-year and three-year terms in the nominations. For Seats 3, 4, and 5, the Tribal Council shall assign one-year, two-year, and three-year terms when making the appointments.

Candidate Confidentiality. Candidate and nominee names, applications, nominations, nomination packages, résumés, certifications, supporting documentation, evaluations, interviews, deliberations, background materials, and related records are Confidential Information and are not subject to disclosure except as necessary to carry out the selection, suitability, appointment, continuing-eligibility, removal, or judicial-review process. Access and disclosure under this paragraph remain subject to Section 14 and Section 4(j)(5). Each nomination package and every document included in or submitted with it shall be prominently marked "CONFIDENTIAL — NOT FOR PUBLIC DISCLOSURE." The required marking provides administrative notice of the protections established by Part I and is not the sole legal basis for withholding a record. The Tribal Chairperson shall control pre-submission materials for Seats 1–2, and the Tribal Council Speaker shall control application materials for Seats 3–5. After submission, the Tribal Council Speaker or another authorized records custodian designated by the Tribal Council shall maintain

the official nomination or application file in a secure, access-restricted repository. The full Tribal Council and authorized suitability personnel may receive information as necessary to perform their duties. After appointment, the Tribe may disclose the successful appointee's name and the public appointment record. The public appointment record consists only of the appointment decision, seat, term, effective date, acceptance, oath, and final vote tally. It does not include an application, nomination package, résumé, eligibility certification, supporting documentation, evaluation, interview material, deliberative material, background material, or other Confidential Information. Unsuccessful-candidate information remains Confidential Information. Duplicate materials shall be returned or securely destroyed after the process concludes, subject to applicable retention requirements and legal holds. This paragraph establishes specific confidentiality protections for candidate and nominee information governed by Part I and shall be applied together with the Tribal Disclosure Ordinance, CLLO-2010-0318-01. To the extent the protections or procedures in this paragraph are more specific or more restrictive, they control as to the information expressly identified in this paragraph. Disclosure otherwise prohibited by this paragraph may occur only to the minimum extent required by controlling federal law, a later-enacted Tribal law that expressly supersedes this paragraph, or a final order of a court with jurisdiction. When legally permitted, the records custodian shall provide advance notice to the affected person and seek redaction, a protective order, or other appropriate protection. A reasonably segregable nonconfidential portion of a record shall be disclosed when required by controlling law.

Vacancies. A vacancy shall be filled for the remainder of the unexpired term through the same recommendation, nomination, and appointment process applicable to the seat. Appointment is the final legal act of the Tribal Council. The appointee may not take office, serve, or exercise Commissioner authority until the appointee accepts in writing, takes any required oath, remains eligible, and completes the background-suitability determination and any other required qualification review. Service during an unexpired term counts toward the term limit if the Commissioner serves more than one-half of the designated term.

(j) Removal of Commissioners

1. **Grounds for Removal.** To preserve the independence of the LGC, a Commissioner may be removed before expiration of the Commissioner's term only for:
    a. Neglect of duty or substantial or repeated failure to perform official duties;

b. Misconduct in office or malfeasance;
c. A material violation of Section 23 or other applicable ethics requirements;
d. Loss of a qualification expressly required by subsection (g) or (h) to be maintained during the Commissioner's term;
e. Conviction of an offense materially affecting the Commissioner's fitness to serve, regardless of whether an appeal is pending or available;
f. Permanent inability to perform the essential functions of office, with or without reasonable accommodation, established through an individualized assessment based on reliable and objective evidence maintained as confidential to the extent required by law; or
g. Knowing or reckless conduct, directly related to the Commissioner's official duties, that materially impairs the integrity, independence, or lawful operation of the LGC.

2. **Verified Complaint.** A person with personal knowledge of facts supporting removal may file a written complaint. For allegations based on an LGC or Panel suitability determination under subsection (g)(4), the LGC Chairperson or a nonrecused Commissioner designated under subsection (d)(5) may rely on personal knowledge or official LGC or Panel records and verify record-based allegations on information and belief after reasonable review. Allegations concerning compliance with the voting requirements in subsection (h)(7) and (8) may rely on certified or other official election records. The complaint shall state each ground and supporting facts with reasonable specificity; include or identify available documents and knowledgeable persons, subject to Section 14; identify matters not based on personal knowledge; and be signed under penalty of perjury. It shall be filed, in order of availability and absence of conflict, with the Tribal Council Speaker, Vice Speaker, Secretary, General Counsel, or a nonconflicted Tribal Council member. If filed with the Secretary, General Counsel, or a Council member, the nonconflicted Council members shall designate a nonconflicted Tribal official as receiving official within three (3) Business Days by majority vote at a meeting where a majority of all seated, nonconflicted members constitute a quorum. If they do not, the Secretary, then General Counsel, then the filing Council member shall serve; the Council member may act only to appoint the reviewer and transmit the materials. Within

three (3) Business Days after identification, the receiving official shall appoint independent counsel or another qualified, nonconflicted reviewer and transmit the complaint and supporting materials. An LGC or Panel suitability determination alone does not begin a removal proceeding.

3. **Independent Review, Investigation, and Presentation.** Within ten (10) Business Days after receiving the complaint, the reviewer shall issue a dated written determination whether the allegations, if proven, support removal and provide it to the complainant, Commissioner, receiving official, and Tribal Council. An insufficient complaint shall be dismissed by written notice. If sufficient, the reviewer may conduct or direct the investigation and, within five (5) Business Days after the determination, shall appoint an independent presenting official. The reviewer may not serve as presenter or advise or participate in the Tribal Council's deliberations or decision. The investigation shall be completed within thirty (30) Business Days after the determination, subject to one written extension of up to fifteen (15) Business Days for extraordinary circumstances. Notice under paragraph (4) shall issue within ten (10) Business Days after the investigation ends. Unless paragraph (6) applies, the hearing shall begin between fifteen (15) and thirty (30) calendar days after the Commissioner receives that notice. The hearing date may be extended for a definite period at the Commissioner's written request or with written consent, or once for up to fifteen (15) calendar days upon a written finding of extraordinary circumstances by the hearing officer, or the Tribal Council if none is appointed. Extensions may not be combined or renewed to evade a deadline. No investigator or presenter may advise or participate in the Tribal Council's deliberations or decision. Hearing evidence shall be disclosed under paragraph (4), and later-discovered material evidence shall be disclosed promptly. Upon written request, a reasonable continuance shall be granted when necessary for a fair response; evidence withheld without good cause or disclosed too late for a meaningful response may be excluded. Except for temporary suspension under paragraph (6), missing a deadline in paragraphs (2) through (7) does not invalidate the proceeding unless the delay materially prejudices the Commissioner's right to a fair hearing or meaningful review. Before the final decision, the hearing officer, or the Tribal Council if none is appointed, shall remedy material prejudice to the extent permitted by the Gaming Ordinance and Applicable Law.

On judicial review, the reviewing court may remedy material prejudice only as authorized by paragraphs (8) and (9) and other applicable Tribal law.

4. **Notice and Response.** At least fifteen (15) calendar days before the hearing, the Commissioner shall receive the complaint, the written determination finding it sufficient, the evidence to be presented, and written notice stating the hearing date, time, and place; alleged grounds; burden and standard of proof; and procedural rights. Receipt occurs upon personal delivery, confirmed electronic delivery, or three (3) Business Days after deposit in first-class United States mail. The Commissioner may respond in writing, present evidence, call witnesses, question adverse witnesses when credibility is material, and retain counsel at personal expense. Protected material shall be disclosed to the fullest extent permitted by Section 14 and paragraph (5). Redaction, summary, confidentiality agreement, or protective order may be used only when reasonably necessary and must leave the Commissioner enough information to answer the allegations. Before the hearing begins, the initial hearing date may be extended only as provided in paragraph (3). After the hearing begins, the hearing officer, or the Tribal Council if none is appointed, may continue or adjourn the hearing for good cause stated in writing or when reasonably necessary to provide a fair opportunity to respond.
5. **Hearing, Confidentiality, and Administrative Record.** The Tribal Council shall conduct a fair and impartial hearing. A member with a financial, familial, personal, or other material conflict shall disclose the conflict and recuse. The Tribal Council may appoint an independent hearing officer to preside, rule on procedure, and recommend findings, but the recommendations are advisory and the Tribal Council shall independently decide the matter from the evidentiary record. An independent hearing officer is required when Section 14 information is material and disclosure of an interviewee's identity may be necessary for a fair response. Formal rules of evidence do not apply, but irrelevant, cumulative, privileged, or unreliable material may be excluded. Protected information shall be reviewed confidentially, and the least restrictive procedure that preserves a fair opportunity to respond shall be used, including redaction, a reliable summary, limited disclosure to counsel under a confidentiality agreement or protective order, confidential testimony, or another procedure consistent with Tribal law. An interviewee's identity obtained under 25 C.F.R. part 556 shall not be disclosed. An

identity obtained under subsection (g)(4) may be disclosed only with the interviewee's written consent or upon the independent hearing officer's written determination, after confidential review, that disclosure is materially necessary, no reasonable alternative protects the Commissioner's procedural rights, and an enforceable protective order can limit disclosure. Any disclosure shall be limited to people with a need to know and shall not authorize public disclosure. Information withheld from both the Commissioner and counsel may not support removal. The evidentiary record shall include the complaint, response, notices, admitted exhibits, supplemental disclosures, motions, rulings, recusals, an audio recording or transcript, sealed confidential material, and any recommended findings. After the hearing and authorized submissions, the hearing officer, or the Tribal Council if none is appointed, shall close the record by written order stating the closing date and any submission deadline. Before the final decision, later-discovered material evidence may be admitted only by written order finding good cause and allowing both sides a fair opportunity to respond; the order shall reopen the record and state when it will close. The administrative record consists of the complete evidentiary record, final decision, and vote.

6. **Temporary Suspension and Interim Restrictions.** After a complaint is found sufficient under paragraph (3), but before the hearing begins, the Tribal Council may suspend a Commissioner with pay only upon written findings that continued service presents an immediate and substantial threat to gaming integrity, public health or safety, protected information, or lawful LGC operations. A member with a financial, familial, personal, or other material conflict shall disclose the conflict and not participate. The Commissioner shall receive prompt written notice stating the reasons. The hearing shall begin within twenty (20) Business Days after suspension and no earlier than fifteen (15) calendar days after receipt of the paragraph (4) notice, unless the Commissioner knowingly waives the minimum notice in writing. If both periods cannot be met, the earliest date satisfying the minimum notice controls. At the Commissioner's written request or with written consent, the hearing and suspension may be extended for the definite stated period. For extraordinary circumstances stated in a written finding promptly provided to the Commissioner, the hearing officer, or the Tribal Council if none is appointed, may extend the twenty-Business-Day deadline once for up to ten (10) Business Days. Suspension

does not restart or extend an earlier hearing deadline; the earliest deadline controls. It is not removal, creates no presumption, and expires upon the final decision or earlier termination. If the hearing does not begin timely, the suspension ends automatically, except during a definite extension requested or consented to by the Commissioner. Ending the suspension does not end the removal proceeding. After the hearing begins, the Tribal Council may impose paid, narrowly tailored interim restrictions only upon written findings of an immediate and substantial threat. Restrictions are limited to recusal from specified matters, restricted access to identified protected information or facilities, or comparable measures short of removal or unpaid suspension. The Commissioner shall receive written notice and may respond within five (5) Business Days. Within five (5) Business Days after receiving the response or expiration of the response period, the nonrecused members shall affirm, modify, or lift the restrictions in writing. Restrictions create no presumption, do not reopen the hearing or record or alter any deadline, and expire upon the final decision unless earlier lifted.

7. **Burden of Proof and Decision.** The presenting official bears the burden of proving a ground for removal by a preponderance of the evidence. A background-suitability determination, referral, investigative report, or other record issued or prepared by the LGC or Panel under subsection (g)(4) constitutes supporting evidence only and does not create a presumption of unsuitability or removal, shift the burden of proof, or bind the Tribal Council as to any factual or legal issue. The Tribal Council shall independently determine the matter solely from the evidence admitted into the evidentiary record. A quorum consists of a majority of all seated Tribal Council members who are not recused. Removal requires the affirmative vote of two-thirds of all seated Tribal Council members who are not recused, with any fractional vote requirement rounded up to the next whole vote. A nonrecused member who abstains remains included in the denominator but does not cast an affirmative vote. Within fifteen (15) Business Days after the evidentiary record closes, the Tribal Council shall issue a written decision stating its findings of fact, conclusions of law, evidence relied upon, disposition of each alleged removal ground, and vote. For good cause stated in a written finding provided promptly to the Commissioner, the Tribal Council may extend that deadline once for no more than ten

(10) Business Days. The decision shall state that judicial review requires filing in the Administrative Court within ten (10) Business Days after receipt.

8. **Judicial Review.** Unless Tribal law expressly provides otherwise, review begins in the Tribe's Administrative Court. A Commissioner may petition within ten (10) Business Days after receipt of the decision. The court shall first determine jurisdiction and whether the petition states a reviewable claim. It may allow a curative amendment, which relates back if filed within the time allowed by the court, and shall dismiss an incurable defect or one not cured within that time. Review is limited to jurisdiction conferred by the Tribe's Constitution and laws. Receipt occurs upon personal or confirmed electronic delivery, or three (3) Business Days after first-class mailing. The petitioner shall serve the Tribal Council under court rules within three (3) Business Days after filing; late service does not defeat jurisdiction absent material prejudice to the Council. Notice is received under those rules or, if unspecified, by the same methods. Within five (5) Business Days after receiving notice, the Council shall transmit the complete administrative record to the Administrative Court. The court may set aside or modify removal only if contrary to law, arbitrary or capricious, unsupported by substantial evidence, affected by material procedural error, or violative of the Commissioner's rights. Unless either court orders otherwise, removal remains effective through review and appeal. The Commissioner or the Tribal Council, on behalf of the Tribe, may appeal the Administrative Court's final decision to the Supreme Court of the Lumbee Tribe of North Carolina under Tribal law and court rules. The Supreme Court reviews the Administrative Court's legal conclusions de novo, its application of the substantial-evidence standard de novo, and its discretionary rulings for abuse of discretion, and may grant relief under paragraph (9).
9. **Remedies and Sovereign Immunity.** As applicable, either court may order reinstatement and restoration of compensation withheld because of removal. A prevailing Commissioner may recover reasonable attorney's fees and costs incurred before that court. The Tribe waives immunity only for paragraph (8) review and this relief. The waiver excludes consequential or punitive damages, relief against any person or entity other than the Tribe, and any other claim, forum, or remedy.

(k) Reports

The LGC Chairperson shall provide the reports required below to the Tribal Chairperson, the Tribal Council Speaker, and the Tribal Council committee designated by the Speaker. Delivery to the designated committee constitutes delivery to the Tribal Council, but not to the Tribal Chairperson or Speaker. Reports shall protect information covered by Section 14, personally identifiable licensing or criminal-history information, privilege, active investigations, and security-sensitive matters. Reporting promotes governmental awareness, accountability, budgeting, and legislative planning but does not authorize the Tribal Chairperson, Tribal Council, or any committee to control any LGC regulatory decision or interfere with funding protected by subsection (f).

Quarterly:

- **First Quarter, January–March**: written report no later than the last Thursday of May; oral report no later than the first Thursday of June.
- **Second Quarter, April–June**: written report no later than the last Thursday of August; oral report no later than the first Thursday of September.
- **Third Quarter, July–September**: written report no later than the last Wednesday of November; oral report no later than the first Thursday of December.
- **Fourth Quarter, October–December**: written report no later than the last Thursday of February; oral report no later than the first Thursday of March.

Quarterly written reports shall be delivered to each recipient identified above. Oral reports shall be presented to the designated Tribal Council committee.

Annually:

The LGC shall prepare its portion of an annual executive summary covering its budget, activities, and financial condition for the most recent fiscal year, subject to this subsection's confidentiality limits. The Tribal Chairperson and Tribal Council Speaker shall schedule and coordinate the presentation without altering the LGC's submission. The summary shall be presented orally, made available only to enrolled Tribal members and Tribal officials or staff whose official duties require access, and presented within fourteen (14) calendar days of July 4 on a day other than a weekend or legal holiday, at a time agreed upon by the Tribal Chairperson and Tribal Council. The LGC shall establish membership-verification, access, distribution,

retention, and nondisclosure procedures by regulation or written policy consistent with Section 14.

Section 5. Ownership and Use of Net Gaming Revenues

The Tribe shall have the sole proprietary interest in and responsibility for each Gaming Operation conducted under the Gaming Ordinance. Individually owned gaming operations are not authorized. Net revenues from gaming conducted under the Gaming Ordinance shall be used only for the following purposes:

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; or
5. To help fund operations of local government agencies.

Section 6. Per Capita Payments

If the Tribe elects to make per capita distributions from net gaming revenues, such distributions shall be made only pursuant to a revenue allocation plan approved by the Secretary of the Interior under 25 U.S.C. § 2710(b)(3).

Section 7. Audits

The Tribe shall cause an independent audit of each Gaming Operation to be conducted annually and shall submit the audit results to the NIGC as required by IGRA and applicable NIGC regulations. The LGA shall arrange and fund the independent annual Enterprise audit. The Tribe remains legally responsible for ensuring that each required Gaming Operation audit is conducted in compliance with Applicable Law. The LGC or another designated Tribal official shall administer the submission of required Gaming Operation audit materials to the NIGC on behalf of the Tribe.

The independent annual audits shall conform to generally accepted auditing standards.

All gaming-related contracts that result in purchases of supplies, services, or concessions for more than $25,000 in any year, except contracts for professional legal or accounting services, shall be specifically included within the scope of the independent annual audit.

The Tribe shall maintain records and make audit results available to the NIGC as required by IGRA and applicable NIGC regulations.

Section 8. Primary Management Official and Key Employee Licensing

The LGC shall issue licenses and perform background investigations for Primary Management Officials and Key Employees in accordance with requirements at least as stringent as 25 C.F.R. parts 556 and 558.

Section 9. License Application Forms

1. The following notice shall be placed on the license application form for a key employee or primary management official before the applicant completes the form:
   "In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the National Indian Gaming Commission (NIGC) members and staff who have need for the information in the performance of their official duties. The information may be disclosed by the Tribe or the NIGC to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal, or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the NIGC in connection with the issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to license you for a primary management official or key employee position. The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application."
2. The following additional notice shall be placed on the application form for a key employee or primary management official before the applicant completes the form:
   "A false statement on any part of your license application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment (U.S. Code, title 18, section 1001)."
3. The LGC shall notify each existing Key Employee and Primary Management Official in writing that the individual must either complete a new application form containing the Privacy Act notice required by 25 C.F.R. § 556.2(a), or sign a statement containing that notice and consenting to the routine uses described in the notice.

Section 10. Fingerprints and Criminal-History Checks

The LGC is designated as the entity responsible for taking fingerprints from each Primary Management Official and Key Employee. The LGC may use qualified personnel or a qualified law-enforcement or fingerprinting service acting on its behalf, but the LGC shall remain responsible for compliance with this Section. The LGC shall adopt and maintain written procedures for taking and submitting fingerprints and for conducting criminal-history checks. Each criminal history check shall include a check of criminal history records maintained by the Federal Bureau of Investigation. Fingerprints shall be submitted and criminal-history information shall be received, reviewed, stored, used, and disseminated in accordance with applicable federal requirements and any governing agreement or procedure approved for that purpose.

Section 11. Background Investigations

1. The LGC shall perform a background investigation for each Primary Management Official and Key Employee of the Gaming Operation. The LGC shall obtain from each Primary Management Official and Key Employee all of the following information:
    a. Full name, other names used, whether oral or written, social security number(s), birth date, place of birth, citizenship, gender, and all languages spoken or written;
    b. For the preceding five years and the current period: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license number(s);
    c. The names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under subparagraph (1)(b);
    d. Current business and residential telephone numbers, and all current cell phone numbers;
    e. A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
    f. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in the businesses;
    g. The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

h. For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition, if any;
i. For each misdemeanor conviction or ongoing misdemeanor prosecution, excluding minor traffic violations, within ten (10) years of the date of the application, the name and address of the court involved and the date and disposition, if any;
j. For each criminal charge, excluding minor traffic charges, whether or not there is a conviction, if the criminal charge is within ten (10) years of the date of the application and is not otherwise listed under subparagraphs (1)(h) or (1)(i), the criminal charge, the name and address of the court involved, and the date and disposition, if any;
k. The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
l. A current photograph;
m. Any other information the LGC deems relevant; and
n. Fingerprints obtained in accordance with procedures adopted by the Tribe pursuant to 25 C.F.R. § 522.2(f).

2. In conducting a background investigation, the LGC shall keep confidential the identity of each person interviewed during the investigation.
3. When the Tribe licenses a Primary Management Official or Key Employee, the LGC shall create and maintain the individual's complete application file containing all information required by Section 11(1)(a) through (n).
4. The investigation of a Primary Management Official or Key Employee must be sufficient to allow the LGC to make an eligibility determination under Section 13.

Section 12. Investigative Reports

1. Before issuing a license to a Primary Management Official or Key Employee, the LGC shall create and maintain an investigative report for each background investigation.
2. Investigative reports shall include all of the following information:
    a. Steps taken in conducting the investigation;

b. Results obtained;
c. Conclusions reached; and
d. The basis for those conclusions.

Section 13. Eligibility Determinations

1. Before issuing a license to a Primary Management Official or Key Employee, the LGC shall make a finding concerning the person's eligibility for a gaming license by reviewing the applicant's prior activities, criminal record, if any, and reputation, habits, and associations.
2. If the LGC, in applying the standards adopted in the Gaming Ordinance, determines that licensing the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of gaming, the LGC shall not license that person in a Key Employee or Primary Management Official position.
3. A copy of the eligibility determination shall be included with the notice of results submitted to the NIGC under Section 15 before the LGC licenses a Primary Management Official or Key Employee.

Section 14. Confidentiality of Records

1. The LGC shall protect records and information obtained through an investigation or other LGC function to the extent the records or information are Confidential Information under the Gaming Ordinance or Applicable Law.
2. Confidential Information obtained during an investigation may be disclosed to the Chief Executive Officer, appropriate Enterprise Officers, legal counsel, and human-resources personnel with a documented need to know, subject in all respects to paragraph (3). The identity of an interviewee shall be redacted unless disclosure is authorized under paragraph (3).
3. In conducting a background investigation, the Tribe, the LGC, and their officers, employees, agents, contractors, and representatives shall keep confidential the identity of each person interviewed in the course of the investigation. For a background investigation governed by 25 C.F.R. part 556, an interviewee's identity shall not be disclosed. For a Commissioner background-suitability investigation under Section 4(g)(4), an interviewee's identity shall not be disclosed except with the interviewee's

written consent, as required by controlling federal law, or in a Commissioner-removal proceeding under Section 4(j) when an independent hearing officer determines in writing, after confidential review, that the identity is materially necessary to a fair determination, no reasonable alternative will protect the Commissioner's procedural rights, and disclosure can be limited by an enforceable protective order. Any permitted disclosure shall be limited to persons with a need to know and shall not authorize public disclosure.

4. Except as provided in paragraph (3), the prohibitions of this Section do not apply to:
    a. Requests for Confidential Information from Tribal, federal, or state law-enforcement or regulatory agencies with jurisdiction over gaming operations, provided that the LGC receives a written request and reasonable assurances regarding the continuing confidentiality of the information disclosed;
    b. The LGC's statutory duty to provide Confidential Information to a Tribal, federal, or state law-enforcement or regulatory agency; or
    c. The use of Confidential Information or records by the LGC and its staff solely in the performance of official duties.
5. Nothing in this Section prohibits or restricts a submission, notice, report, inspection, or disclosure required by IGRA, NIGC regulations, an approved Tribal-State compact or applicable Class III procedures, or other controlling federal law; provided that an interviewee's identity shall be disclosed only as permitted under paragraph (3).

Section 15. Notice of Results of Background Investigations

1. Before issuing a license to a Primary Management Official or Key Employee, the LGC shall prepare a notice of results of the applicant's background investigation for submission to the NIGC. The notice must be submitted no later than sixty (60) days after the applicant begins work at the Gaming Operation.
2. The notice of results shall include the following information:
    a. The applicant's name, date of birth, and social security number;
    b. The date on which the applicant begins, or will begin, working as a Primary Management Official or Key Employee;
    c. A summary of the information presented in the investigative report, including:
        i. Licenses that have previously been denied;
        ii. Gaming licenses that have been revoked, even if subsequently reinstated;

iii. Every known criminal charge brought against the applicant during the ten-year period preceding the date of the application;

iv. Every felony offense of which the applicant has been convicted or any ongoing prosecution; and

d. A copy of the eligibility determination made in accordance with Section 13.

Section 16. Submission of Notices to the NIGC

All notices and submissions required under 25 C.F.R. parts 556 and 558 shall be provided to the NIGC through the appropriate NIGC Regional Office. Before making an electronic submission, the LGC shall obtain and follow the appropriate Regional Office's then-current requirements concerning acceptable document formats and means of transmission.

Section 17. Granting Gaming Licenses

1. The LGC may license a Primary Management Official or Key Employee applicant after submitting a notice of results of the applicant's background investigation to the NIGC, as required by Section 15.
2. The LGC shall notify the NIGC of the issuance of a license to a Primary Management Official or Key Employee within thirty (30) days after issuance.
3. A Key Employee or Primary Management Official who does not have a license after ninety (90) days shall not be permitted to perform the duties, functions, or responsibilities of a Key Employee or Primary Management Official until licensed.
4. The LGC must reconsider a license application for a Primary Management Official or Key Employee if, within thirty (30) days after the NIGC receives the notice of results, the LGC receives a statement itemizing objections to issuance of the license.
5. The LGC shall take the NIGC's objections into account when reconsidering a license application.
6. The LGC shall make the final decision whether to issue a license to an applicant for a Primary Management Official or Key Employee position.
7. If the LGC has issued a license to a Primary Management Official or Key Employee before receiving the NIGC's statement of objections, the LGC shall provide the licensee with notice and a hearing as required by Section 19.

Section 18. Denying Gaming Licenses

1. The LGC shall not license a Primary Management Official or Key Employee if the LGC determines, in applying the standards in Section 13, that licensing the person:
    a. Poses a threat to the public interest;
    b. Poses a threat to the effective regulation of gaming; or
    c. Creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of gaming.
2. When the LGC does not issue a license to an applicant for a Primary Management Official or Key Employee position, the LGC shall:
    a. Notify the NIGC; and
    b. Forward copies of the eligibility determination and notice of results of the applicant's background investigation to the NIGC for inclusion in the Indian Gaming Individuals Record System.

Section 19. Gaming License Suspensions and Revocations

1. If the LGC revokes the license of a Primary Management Official or Key Employee for any reason, the LGC shall notify the NIGC and forward a copy of its license-revocation decision for inclusion in the Indian Gaming Individuals Record System.
2. If the LGC has issued a license before receiving an NIGC statement of objections under Section 17(4), the LGC shall provide the licensee with written notice of the objections and notice of the time and place for a hearing on whether the license should be revoked.
3. If the LGC receives notice from the NIGC that a licensee is not eligible for employment, the LGC shall:
    a. Immediately suspend the license;
    b. Provide the licensee with written notice of the suspension and proposed revocation; and
    c. Provide the licensee with notice of the time and place for a hearing on the proposed revocation.
4. A person has the right to a revocation hearing upon receiving a gaming license or at an earlier time established by Tribal law, regulation, or policy.
5. Following a revocation hearing, the LGC shall decide whether to revoke or reinstate the license at issue.

6. The LGC shall notify the NIGC of its decision to revoke or reinstate a license within forty-five (45) days after receiving notification from the NIGC that a Primary Management Official or Key Employee is not eligible for employment.

Section 20. Records Retention

The LGC shall retain the following records for inspection by the NIGC Chair or the NIGC Chair's designee for no less than three (3) years from the date a Primary Management Official or Key Employee is terminated from employment with the Gaming Operation:

1. All information listed in Section 11(1)(a) through (n);
2. Investigative reports;
3. Eligibility determinations;
4. The Privacy Act notice required by 25 C.F.R. § 556.2; and
5. The false-statement notice required by 25 C.F.R. § 556.3.

Section 21. Facility Licenses and Environmental, Public Health, and Safety Protection

1. **Separate Facility License and Responsibilities.** The Tribe shall issue a separate Tribal facility license to each Gaming Facility on Indian lands where the Tribe elects to allow Class II or Class III gaming. The Tribe shall construct, maintain, and operate each Gaming Facility in a manner that adequately protects the environment and the public health and safety. The LGA shall prepare and supply operational, land, development, environmental, public-health, and safety materials necessary for facility licensing and continuing compliance. The LGC shall independently conduct the regulatory review, verify regulatory sufficiency, and recommend or administer licensing within its lawful authority. The legally designated Tribal authority shall issue the facility license.
2. **Advance Notice.** At least one hundred twenty (120) days before opening any new Gaming Facility, the LGC, on behalf of the Tribe, shall notify the NIGC Chair that issuance of a facility license is under consideration, unless an exception in 25 C.F.R. part 559 applies. The notice shall include a legal description of the property; the tract number assigned by the Bureau of Indian Affairs Land Titles and Records Office, if any; and, when the relevant records are not maintained by the Bureau of Indian Affairs, a copy of the trust or other deed or an explanation why such documentation does not exist, together with documentation of property ownership.

3. **Expedited Review.** The Tribe may request expedited review as permitted by 25 C.F.R. § 559.2.
4. **License Submission and Attestation.** Within thirty (30) days after issuing or renewing a facility license, the LGC, on behalf of the Tribe, shall submit a copy of the license to the NIGC Chair together with an attestation executed by an authorized Tribal official certifying that, by issuing the facility license, the Tribe has determined that the construction and maintenance of the Gaming Facility and the operation of gaming are conducted in a manner that adequately protects the environment and the public health and safety. The attestation shall identify the laws, resolutions, codes, policies, standards, or procedures applicable to the Gaming Facility; certify that the Tribe enforces those requirements and has determined that the Gaming Facility complies with them; identify any applicable standards under an approved Tribal-State compact or applicable Class III procedures; and describe the mechanism by which the Tribe will ensure continuing compliance.
5. **Closure, Expiration, and Reopening Notices.** Within thirty (30) days after a facility license is terminated or expires, or after a Gaming Facility closes or reopens, the LGC, on behalf of the Tribe, shall notify the NIGC Chair. Notice is not required for seasonal closures or temporary closures lasting fewer than one hundred eighty (180) days.
6. **Continuing Compliance.** All other facility-license notifications, submissions, supporting documentation, and electronic transmissions shall comply with 25 C.F.R. part 559.

Section 22. Agent for Service

Pursuant to 25 C.F.R. § 519.1, the Tribe designates the Tribal Chairperson as its agent for service of any official determination, order, or notice of violation issued under IGRA or NIGC regulations. Service shall be made at the address stated below. The Tribe shall notify the NIGC of any change in the identity or address of its designated agent.

Service and concurrent-notice addresses:

Designated agent	**Tribal Chairperson** **6984 NC Highway 711 West** **Pembroke, NC 28372**

Concurrent notice	Legal & Compliance Officer 6984 NC Highway 711 West Pembroke, NC 28372
Concurrent notice	Lumbee Tribal Council Speaker 6984 NC Highway 711 West Pembroke, NC 28372
Concurrent notice	General Counsel, Lumbee Tribal Council 6984 NC Highway 711 West Pembroke, NC 28372

Section 23. Ethics and Conflicts of Interest

Commissioners, LGC officers, employees, investigators, contractors, and agents shall comply with the Gaming Ordinance and the Tribe's Ethics and Conflict of Interest Ordinance, CLLO-2010-0312-01. Both standards apply when they can operate together. For an irreconcilable conflict, Part I controls as to LGC-specific regulatory governance, independence, confidentiality, licensing, investigation, enforcement, and regulatory matters; the general ethics ordinance controls otherwise unless either law expressly provides that it supersedes the other. The requirements below apply to Commissioners and, to the extent relevant to their duties and status, to LGC officers, employees, investigators, contractors, and agents.

1. Commissioners shall not hold financial interests that conflict with the conscientious performance of their duties as regulators.
2. Commissioners shall not engage in financial transactions using nonpublic information or allow the improper use of such information by others on their behalf to further any private interest.
3. Commissioners shall not solicit or accept any gift or other item of monetary value from any person or entity seeking official action or inaction from, doing business with, or conducting activities regulated by the LGC, or whose interests may be substantially affected by the performance or nonperformance of a Commissioner's duties.
4. Commissioners shall make no unauthorized commitments or promises of any kind purporting to bind the Tribe.
5. Commissioners shall not use their positions for private gain.

6. Commissioners shall act impartially in accordance with Applicable Law and shall not give preferential treatment to any private organization or individual, including any Related Person.
7. Commissioners shall ensure that Tribal property and gaming assets are properly segregated and safeguarded, and that such property and assets are not used for unauthorized activities.
8. Commissioners shall not engage in outside employment, activities, or negotiations for future employment that conflict with their official duties or responsibilities and shall not seek or hold any paid Tribal office during their term of service as Commissioners.
9. Commissioners shall, consistent with Section 14 and applicable confidentiality requirements, promptly report known or reasonably suspected fraud, waste, abuse, and corruption to the appropriate authorities.
10. Commissioners shall avoid conduct that reasonably appears to violate Applicable Law or the ethical standards in this Section.
11. Commissioners shall disclose any actual, potential, or apparent financial or personal conflict of interest when discovered and without delay. If an actual, potential, or apparent conflict exists, the Commissioner shall not take part in any decision related to the conflict.

Section 24. Patron Dispute Resolution

1. **Scope.** This Section governs each Patron Dispute involving gaming transactions, outcomes, alleged winnings, equipment malfunctions, wagering instruments, gaming-related exclusions, and other matters designated by LGC regulation. It excludes employment, vendor, tort, and other matters outside the LGC's jurisdiction unless Tribal law provides otherwise.
2. **Initial Review and Petition.** A patron shall first submit the dispute to the Gaming Operation, which shall investigate, preserve relevant records, issue a written decision within the period established by LGC regulation, and notify the patron of the right and deadline to petition the LGC. The patron may petition within thirty (30) calendar days after receiving the decision or, if no timely decision is issued, within sixty (60) calendar days after the disputed transaction. The petition shall identify the dispute, requested relief, supporting information, and any Gaming Operation decision. The LGC may extend

the deadline for good cause and permit correction of an incomplete petition. It shall provide the Gaming Operation and any management contractor with notice and a reasonable opportunity to respond.

3. **Proceedings and Proof.** The LGC may obtain relevant records and decide the petition on the written record or after a hearing when necessary for a fair determination. Each party shall have a reasonable opportunity to present evidence and argument, and a conflicted Commissioner shall recuse. Formal rules of evidence do not apply, but irrelevant, cumulative, privileged, or unreliable material may be excluded. The patron bears the burden of proving entitlement to relief by a preponderance of the evidence.
4. **Decision and Relief.** Within thirty (30) calendar days after the record closes, unless extended for good cause, the LGC shall issue a written decision affirming, reversing, or modifying the Gaming Operation's decision; ordering payment of verified winnings or redemption amounts; correcting a patron account or transaction record; requiring other authorized corrective action; or dismissing the petition. Unless Tribal law expressly provides otherwise, relief is limited to the disputed gaming transaction and excludes consequential or punitive damages and attorney's fees.
5. **Reconsideration and Finality.** A party may request reconsideration within ten (10) calendar days based on newly discovered material evidence, material factual or clerical error, fraud, or material procedural irregularity. The decision becomes final when that period expires or the LGC decides a timely request.
6. **Confidentiality, Immunity, and Continuing Authority.** The LGC shall protect Confidential Information. Nothing in this Section waives sovereign immunity, creates a cause of action in another forum, authorizes relief not expressly provided by Tribal law, or limits the LGC's authority to investigate, require corrective action, impose sanctions, make referrals, or take other lawful action.

Section 25. Severability

The Gaming Ordinance, consisting of Part I and Part II, is severable in all respects, including every section, subsection, paragraph, sentence, clause, phrase, and application. If a court or governmental agency of competent jurisdiction finally determines that any provision or application is invalid, unlawful, or unenforceable, that determination shall not affect the validity, lawfulness, or enforceability of any other provision or application that can be given effect

without the affected provision or application. The Tribal Council declares that it would have enacted the Gaming Ordinance, each Part, and each remaining provision and application independently of the affected provision or application.

GAMING ORDINANCE

PART II

LUMBEE GAMING AUTHORITY

Enterprise Division

Effective upon enactment in accordance with Tribal law.

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Section 1. Short Title, Findings, Purpose, and Effective Date

Part II of the Lumbee Gaming Ordinance may be cited as the "Lumbee Gaming Authority Ordinance." The Tribal Council finds that a professionally governed and politically independent Tribal enterprise is necessary to pursue, develop, finance, establish, and operate gaming for the benefit of the Lumbee Tribe of North Carolina after all applicable legal conditions have been satisfied. Part II shall become effective when enacted in accordance with Tribal law.

The purposes of Part II are to establish the Lumbee Gaming Authority ("LGA"); separate Enterprise management from gaming regulation and Tribal political operations; protect the Tribe's sole proprietary interest in gaming; and provide a durable governance structure for land, environmental, regulatory, financing, development, procurement, and operational matters.

Section 2. Definitions

The definitions in Part I, Section 3 apply throughout Part II unless Part II expressly provides otherwise. The following additional definitions apply to Part II:

"Active and Continuous Enrollment Requirement" means that a Lumbee Tribal citizen has been actively and continuously enrolled for at least three (3) consecutive years immediately before submitting an application for Seat 1 or Seat 2, or before nomination by the Tribal Chairperson for Seat 3, 4, or 5, as applicable, and remains actively and continuously enrolled throughout service;

"Approved Capital Plan" means a multiyear capital plan adopted by the Board, with any Tribal Council-reserved component approved under Section 11;

"Approved Master Development Plan" means a Board-adopted plan identifying authorized gaming and related development sites, phases, uses, financing assumptions, and amendments that are Material, approved by the Tribal Council only as to matters reserved under Section 11;

"Approved Strategic Plan" means the confidential multiyear Enterprise strategy adopted by the Board and provided to the Tribal Council in summary form;

"Board Officers" means the LGA Board Chair, Vice-Chair, Secretary, Treasurer, and any other officers selected under Section 10;

"Cause" means only the grounds expressly stated in Section 9 for discretionary removal and does not include an automatic vacancy arising from a final adverse eligibility certification under Section 8 or a final absence determination under Section 10(7);

"Encumber" or "Encumbrance" means to mortgage, pledge, grant a lien or security interest in, assign as collateral, or otherwise subject property to a consensual claim securing an obligation;

"Enterprise Distribution Policy" means the Tribal Council-approved policy governing the calculation, timing, conditions, reserves, approvals, and payment of distributions from the Enterprise to the Tribe;

"Enterprise Officers" means the Chief Executive Officer and other executives appointed under Section 13;

"Enterprise Revenues" means all revenues, receipts, receivables, income, proceeds, distributions, and other funds generated by or for the Enterprise;

"LGA Assets and Revenues" means property and Enterprise Revenues lawfully held or controlled by the LGA, excluding Tribal Lands, trust assets, tax revenues, and general governmental funds unless expressly pledged by the Tribal Council;

"Material" or "Materiality" means reasonably likely to affect the Enterprise's financial condition, control, regulatory status, sovereign interests, long-term strategy, or operations sufficiently to require Board consideration under Part II or Board-adopted thresholds. A matter requires Tribal Council approval only if Section 11 expressly reserves it or makes it subject to the Tribal Council-Reserved Materiality Standard;

"Ordinance," when used in Part II, means Part II, also cited as the Lumbee Gaming Authority Ordinance;

"Ordinary Course of Business" means a recurring or customary Enterprise transaction consistent with an approved budget and plan and not structured to avoid a reserved power;

"Restricted Revenue Collateral" means the Enterprise Revenues, accounts, reserves, and other revenue collateral identified in Section 16 as requiring prior Tribal Council approval;

"Strategic Alliance" means a non-equity contractual commercial relationship that grants no equity, ownership, profit-sharing, governance, veto, collateral, or control interest in the LGA, a subsidiary, Tribal gaming, or Substantial LGA Property and does not dispose of or Encumber Substantial LGA Property, Tribal Lands, or Tribal Gaming Real Property. A commercially reasonable exclusivity provision that is limited in subject matter and duration and satisfies Section 6 does not, by itself, create a prohibited Strategic Alliance interest;

"Substantial LGA Property" means any LGA-owned or LGA-controlled real or personal property, ownership interest, intellectual property, license, equipment, facility, or other asset whose disposition or Encumbrance is Material, is outside the Ordinary Course of Business, or materially affects the Enterprise's operating capacity, regulatory status, Approved Strategic Plan, or financial condition;

"Tribal Council-Reserved Materiality Standard" means the higher quantitative threshold enacted by the Tribal Council under Section 11 for debt, recourse, or other matters expressly made subject to that standard. The standard is distinct from, and does not replace, the Board's lower internal approval thresholds;

"Tribal Gaming Real Property" means land and permanent improvements used principally for Tribal gaming;

"Tribal Lands" means lands held by or for the Tribe in trust, restricted, or fee status;

Section 3. Establishment and Legal Status

The Lumbee Gaming Authority is established as a wholly owned enterprise of the Lumbee Tribe of North Carolina. Its final legal form—either an unincorporated, wholly owned governmental instrumentality, enterprise authority, and subordinate economic organization of the Tribe, or a federally chartered corporation organized under section 17 of the Indian Reorganization Act, 25 U.S.C. § 5124—shall be determined at a later date by enacted Tribal law after the Tribal government completes a full analysis of which form best serves the Tribe. The analysis shall consider legal eligibility, federal requirements, taxation, sovereign immunity, liability, financing, governance, regulatory compliance, operational flexibility, asset protection, and the Tribe's long-term economic interests. If the Tribal Council selects the Section 17 form, implementation is contingent upon issuance and Tribal ratification of a federal charter and satisfaction of all other requirements of Applicable Law. Until the selected form becomes legally effective, the LGA may undertake only the preparatory, organizational, planning, and other pre-activation activities authorized by Part II. Under either form, the LGA shall remain wholly owned and controlled by the Tribe, shall exercise Enterprise rights solely on behalf of the Tribe for Tribal governmental, economic-development, and commercial purposes, and shall not diminish the Tribe's sole proprietary interest in or ultimate responsibility for Tribal gaming under IGRA.

To the fullest extent permitted by Applicable Law and the legal form ultimately selected under this Section, the LGA and its governmental, economic-development, and commercial activities,

assets, revenues, and property shall possess the privileges, immunities, and exemptions lawfully available to the Tribe and the selected entity. Nothing in Part II constitutes or implies a waiver of sovereign immunity or predetermines the tax treatment of the LGA, a subsidiary, employee benefit, payroll obligation, unrelated activity, or entity governed by its form or controlling law. The Tribe retains the sole proprietary interest in its gaming activities and each Gaming Facility. After its selected legal form becomes effective, the LGA shall serve as the Tribe's Enterprise arm for hospitality, resort, lodging, entertainment, food-and-beverage, retail, construction, infrastructure, financing, marketing, and lawful ancillary enterprises related to gaming. The LGA is distinct from the Lumbee Gaming Commission ("LGC") and has no authority to legislate, license, investigate, enforce, conduct regulatory audits, make regulatory rules, adjudicate regulatory matters, or exercise any other regulatory power. This limitation does not prohibit internal audit, operational audit, financial audit, or independent external audit functions conducted for Enterprise governance. The LGC shall independently license, investigate, regulate, enforce, conduct regulatory audits and examinations, monitor internal controls, and coordinate regulatory matters with the NIGC. The LGA shall own, develop, finance, manage, and operate the Enterprise solely as a wholly owned Tribal entity and on behalf of the Tribe, subject to Applicable Law, Part II, and, if applicable, its federal charter. Neither entity may exercise the powers of the other.

Section 4. Activation and Scope of Authority

After Part II becomes effective under Section 1, the LGA may undertake organizational, planning, land, environmental, regulatory-support, regulatory-coordination, financing, procurement, and development activities. The LGA shall not exercise regulatory authority or conduct the Gaming Operation unless and until the underlying lands qualify as Indian lands eligible for the intended gaming under IGRA, Part I has received final NIGC approval, and all other federal, Tribal, and, when applicable, state requirements have been satisfied.

Following enactment in accordance with Tribal law, the LGA shall be the Tribe's principal Enterprise responsible for pursuing gaming on behalf of the Tribe, subject to the Tribe's sole proprietary interest, the independent authority of the LGC, and any approvals reserved by Part II or Applicable Law.

Upon activation, the Board shall approve a written transition plan and asset-and-liability schedule identifying the effective transfer date; assets, revenues, accounts, data, records,

intellectual property, permits, contracts, employees, and liabilities proposed for transfer or assumption; required governmental, lender, or counterparty consents; responsibility for pre-transfer obligations; and continuity measures. No liability, contract, or employee obligation shall be assumed by implication. The LGA shall assume custody and management of the Enterprise only for items expressly transferred to, acquired by, or accepted by the LGA. Title to Tribal Lands shall remain with the Tribe or lawful titleholder. Powers not granted to the LGA remain with the Tribe, subject to the LGA's protected authority over Enterprise matters expressly delegated by Part II.

Section 5. Powers and Duties

1. On behalf of the Tribe, own, establish, acquire, lease, develop, construct, finance, equip, maintain, manage, and operate the Enterprise, including gaming operations and hospitality, resort, lodging, entertainment, food-and-beverage, retail, real-estate, infrastructure, and lawful ancillary enterprises, without diminishing the Tribe's sole proprietary interest in and ultimate responsibility for Tribal gaming.
2. Identify, evaluate, acquire, lease, hold, improve, and develop real and personal property. The LGA may not dispose of or Encumber Tribal Lands, Tribal Gaming Real Property, or Substantial LGA Property without Tribal Council approval under Section 11 and execution by the authorized Tribal or LGA official.
3. Prepare, sponsor, coordinate, and support land-into-trust applications, gaming-eligibility determinations, environmental review, cultural-resource review, permitting, infrastructure planning, title work, and other governmental or commercial approvals.
4. Enter, administer, amend, and terminate commercial agreements in the Ordinary Course of Business and within Board-approved budgets, policies, and plans, subject to Sections 6, 11, 16, and 19.
5. Borrow money; issue debt; maintain bank, investment, reserve, and operating accounts; and enter financing arrangements within an Approved Strategic Plan and Approved Capital Plan, subject to Sections 11 and 16. Without required Tribal Council approval, the LGA may pledge only collateral eligible under Section 16 and may not Encumber Substantial LGA Property, Tribal Lands, or Tribal Gaming Real Property.

6. Acquire, hold, license, protect, and dispose of non-Material personal property, technology, inventory, supplies, obsolete equipment, and other non-Material Enterprise assets in the Ordinary Course of Business, but not Substantial LGA Property.
7. Establish wholly owned subsidiaries and approve a specifically identified Strategic Alliance that satisfies the definition in Section 2; grants no equity, ownership, profit-sharing, governance, veto, collateral, or control interest; preserves the Tribe's sole proprietary interest in gaming; and complies with Sections 6, 11, 16, and 19. An arrangement that fails these requirements is prohibited.
8. Hire, supervise, compensate, and remove executive leadership, employees, consultants, agents, and professional advisers, and establish compensation, benefit, procurement, personnel, compliance, and risk-management systems.
9. Market, promote, brand, and sell the goods and services of the Enterprise and conduct all lawful business activities reasonably necessary to compete effectively.
10. Coordinate with the Tribe, the LGC, the NIGC, the Bureau of Indian Affairs, and other governmental entities while preserving the distinct powers and responsibilities of each.

Under Board-approved treasury and investment policies, the LGA may lend, invest, and reinvest only lawfully available, unencumbered funds and may receive and hold lawful security. The LGA may not guarantee another person's obligation; incur margin, capital-call, or similar contingent obligations; expose Substantial LGA Property, Tribal Lands, Tribal Gaming Real Property, reserves protected under Section 16, or non-LGA assets; or exercise a power reserved under Sections 11 or 16. The LGA may establish committees and workgroups and take other lawful actions necessary or convenient to carry out its purposes within the limits of Part II. No Director, officer, employee, or agent shall be personally liable on an LGA obligation solely because that person properly executed or administered the obligation on behalf of the LGA. Each subsidiary and controlled entity shall be wholly owned, directly or indirectly, by the Tribe; governed by written organizational documents approved by the Board; and subject to applicable LGA ethics, audit, procurement, records, confidentiality, cybersecurity, compliance, reporting, licensing, and sovereign-immunity protections. No subsidiary, Affiliate, Strategic Alliance, contract, or delegation may exercise governmental regulatory power, dilute the Tribe's sole proprietary interest in gaming, create unauthorized recourse, waive sovereign immunity, dispose of or Encumber Substantial LGA Property, Tribal Lands, or Tribal Gaming Real Property, or

circumvent Section 11. A subsidiary ownership interest may be restructured only as expressly authorized under Section 11, and the Tribe must remain the sole ultimate beneficial owner of the subsidiary and all gaming interests.

Section 6. Board of Directors

The powers of the LGA shall be exercised by a Board of Directors consisting of five (5) voting Directors. The Board is the governing and fiduciary body of the LGA. Each Director owes duties of loyalty, care, good faith, confidentiality, obedience to Applicable Law, and protection of Tribal assets to the LGA and the Lumbee Tribe collectively, and not to the official who nominated the Director, any Tribal Council district, political faction, vendor, lender, contracting party, operator, developer, Strategic Alliance participant, or other person.

The Board shall govern the Enterprise through policy, strategy, fiduciary oversight, approved budgets, the Approved Capital Plan, financing parameters, risk oversight, major developments, acquisitions, and evaluation of the Chief Executive Officer. The Chief Executive Officer shall manage the Enterprise and its day-to-day affairs. The Board shall not assume operational duties properly delegated to the Chief Executive Officer, and neither the Tribal Council nor the LGC shall manage LGA employees or routine Enterprise operations.

The Board may not delegate authority to:

1. Appoint, evaluate, compensate, discipline, or remove the Chief Executive Officer;
2. Adopt or materially amend the Approved Strategic Plan, Approved Capital Plan, annual budget, financing policy, risk appetite, bylaws, or distribution recommendation;
3. Approve audited financial statements;
4. Approve debt within the Board's authority under Sections 11 and 16 or recommend debt reserved to the Tribal Council;
5. Approve a Material acquisition or development outside the Ordinary Course of Business or not authorized by an approved budget and applicable plan;
6. Approve a related-party transaction under Section 17;
7. Approve a wholly owned subsidiary, qualifying Strategic Alliance, management contract, or commercially reasonable exclusivity provision that satisfies Part II's limits on Tribal ownership, management, control, revenue sharing, procurement, financing, development, and operations;

8. Submit a proposed waiver of sovereign immunity or reserved transaction to the Tribal Council; or
9. Exercise another matter assigned to the Board by law.

Management may execute other transactions under Board-adopted thresholds and policies. Related transactions shall be aggregated, and no transaction may be structured to avoid required approval. The Board may evaluate and recommend a reserved matter but may not approve or complete it. Delegation of implementation authority does not relieve the Board of oversight responsibility.

Section 7. General Qualifications

For paragraphs (1) and (5)–(7), the applicable date is the date the person submits an application for Seat 1 or Seat 2 or is nominated by the Tribal Chairperson for Seat 3, 4, or 5.

1. Be at least thirty-five (35) years of age on the applicable date.
2. Demonstrate substantial executive, professional, entrepreneurial, or business success and possess the education, judgment, reputation, and experience necessary to oversee a complex commercial enterprise.
3. Possess financial literacy and experience relevant to enterprise governance, gaming, hospitality, finance, accounting, banking, capital markets, law, technology, marketing, development, construction, real estate, infrastructure, project finance, or executive management.
4. Satisfy all background, suitability, licensing, disclosure, and continuing-qualification requirements imposed by Applicable Law and by prudent lenders or financial institutions.
5. Not have served, during the preceding one-year period, as a Tribal Council member, Tribal Chairperson, Tribal Justice, Tribal Administrator, or member of the Lumbee Tribe Elections Board.
6. Not have held, during the preceding one-year period, any federal, state, or local elected office, whether by election or appointment to fill a vacancy.
7. Not have served, during the preceding one-year period, directly or indirectly as an employee, consultant, or in a similar capacity for the LGC, LGA, or an Affiliate.
8. Not have a Covered Family Member serving, directly or indirectly, as an employee, consultant, or in a similar capacity for the LGC, LGA, or an Affiliate. Service for the LGA or an Affiliate is prohibited only if the Covered Family Member is a Key Employee

or Primary Management Official. A Director who knows or reasonably should know of prohibited service shall disclose it in writing to the LGA Board Chair and Tribal Council Speaker within ten (10) Business Days. Within thirty (30) calendar days after disclosure, the Director may submit information to the nonrecused Directors showing that the service ended or is not prohibited. The Director shall recuse from matters directly affecting the Covered Family Member during that period and shall not count toward quorum for the matter. The nonrecused Directors shall determine the matter by at least three (3) affirmative votes; if fewer than three (3) nonrecused Directors are available, the matter may not be decided until a lawful quorum exists. A written determination that prohibited service continues is a final adverse eligibility certification under Section 8, and the seat becomes vacant upon issuance of that determination;

9. Not have a vendor, lender, management, ownership, employment, or other financial interest or relationship that materially impairs independent judgment or creates an unmanageable conflict of interest.
10. If the candidate is a Lumbee Tribal citizen, satisfy the Active and Continuous Enrollment Requirement. A Lumbee Director who ceases to satisfy that requirement becomes ineligible, and the seat becomes vacant upon final certification under Section 8. A non-Lumbee Director shall satisfy the same fiduciary, licensing, background, conflict, and qualification requirements as every other Director.
11. Be able to perform the essential functions of the Director position, with or without reasonable accommodation.
12. A Director may reside outside the Tribal Territory to permit recruitment of specialized experience. A Director shall not knowingly accept or act upon improper political influence; directly or indirectly solicit, receive, or participate in soliciting or receiving an assessment, subscription, or contribution for a Tribal political organization, candidacy, or other Tribal political purpose; serve on a partisan Tribal political committee; seek or hold elected Tribal, federal, state, or local office; manage a Tribal political party or campaign; or be selected on the basis of political affiliation or loyalty. A Director is prohibited from gambling in any Tribe-owned Gaming Facility.

Eligibility Review. The Executive Committee shall determine whether candidates for Seats 1–2 satisfy this Section before recommending them. The Tribal Chairperson shall make the same

determination before nominating candidates for Seats 3–5. The reviewing authority may examine records and request reasonable documentation but may not add qualifications. The Tribal Council makes the final qualification determination when acting on an appointment.

Section 8. Board Competencies, Composition, and Certification

1. **Seat 1—Finance, Accounting, and Capital Markets.** The Director shall possess substantial senior-level experience in accounting, finance, banking, investing, capital markets, auditing, or comparable financial leadership and shall be qualified to oversee financing, internal controls, risk, and audited financial statements.
2. **Seat 2—Legal, Strategic, and Governance.** The Director shall possess substantial senior-level experience in corporate or Tribal law, governance, Tribal enterprises, strategic planning, regulatory oversight, compliance, complex contracting, complex employment law, or another discipline materially relevant to a modern gaming and hospitality enterprise.
3. **Seat 3—Executive Business and Enterprise Operations.** The Director shall possess substantial experience as a chief executive, chief operating officer, entrepreneur, or senior leader of a large or complex commercial enterprise, with responsibility for strategy, personnel, procurement, performance, and operations.
4. **Seat 4—Development, Real Estate, and Infrastructure.** The Director shall possess substantial senior-level experience in real-estate development, construction, engineering, infrastructure, land development, project finance, or management of large capital projects.
5. **Seat 5—Gaming, Resort, and Hospitality.** The Director shall possess substantial senior-level experience developing, managing, or operating casinos, gaming enterprises, resorts, hotels, entertainment venues, food-and-beverage operations, or comparable hospitality businesses.
6. **Board Composition.** At least three (3) Directors shall be Lumbee Tribal citizens who satisfy the Active and Continuous Enrollment Requirement. At least one (1) Director among Seats 1 and 2 and at least two (2) Directors among Seats 3, 4, and 5 shall satisfy that requirement. Nothing in this Section limits the number of qualified Lumbee Tribal citizens who may serve on the Board. Each designated Director shall also have voted in at least one (1) of the two (2) most recent Tribal elections before submitting an application

for Seat 1 or Seat 2 or before nomination by the Tribal Chairperson for Seat 3, 4, or 5, as applicable, and throughout service. Compliance is determined under the certification process below. For the initial appointments, the Tribal Council Executive Committee shall designate either Seat 1 or Seat 2 to satisfy these requirements; if the Executive Committee lacks a quorum or does not timely make the designation, the Tribal Council shall make it before voting on an appointment. For the initial appointments, the Tribal Chairperson shall designate two (2) of Seats 3, 4, and 5 to satisfy these requirements. If an applicable pool cannot satisfy both the seat-specific qualifications and required Board composition, the affected search shall be reopened. Each initial designation shall be documented before the Executive Committee transmits a recommendation, before the Tribal Chairperson submits a nomination, or, if the Tribal Council makes the designation, before the Tribal Council votes on the appointment. Each designation remains attached to the seat throughout the initial term, later terms, vacancies, successor appointments, and holdover service. After the initial designations, no new designation is required unless Part II is amended to change the Board-composition requirements.

7. **Certification.** The authorized enrollment and election offices shall certify voting compliance before an application is submitted for Seat 1 or Seat 2 or before nomination by the Tribal Chairperson for Seat 3, 4, or 5, as applicable, and shall certify enrollment compliance before appointment. Those offices shall recertify compliance annually, after each Tribal election, and after a material change in enrollment status or a correction or material change in the official election records. Before an adverse continuing-service certification, the applicable office shall provide notice and five (5) Business Days to correct a records error. The seat becomes vacant upon final adverse certification. A successor must satisfy the requirements attached to the seat.
8. **Selection Standard.** Every recommendation, nomination, and appointment must comply with Sections 7 and 8 and be based on competence, judgment, experience, expertise, professional record, leadership, and Board needs—not political affiliation, location, Tribal Council district, personal or policy disagreement, or loyalty to an official or body. For Seats 3–5, the Tribal Council alone decides whether the Tribal Chairperson's nominee has the qualities needed for the seat.

Section 9. Appointment, Terms, Vacancies, and Removal

Council-Appointed Seats 1–2. Candidates shall apply to the Tribal Council Speaker, and each application shall include the Section 8 voting certification. The initial application period shall remain open for at least fifteen (15) calendar days and may begin no earlier than thirty-five (35) calendar days before the scheduled referendum vote to enact Part II. Before enactment, applications may be reviewed, applicants interviewed, supporting information verified, and eligibility and competency determinations prepared. After completing and documenting the Section 8 seat designation, the Executive Committee may transmit recommendations to the Tribal Council for final qualification review and appointment after enactment. The Tribal Council may complete its review, interviews, verification, and deliberations before enactment. All pre-enactment actions are preparatory, nonbinding, and contingent on enactment; they do not constitute an appointment or authorize a candidate to take office. The Tribal Council may vote on the initial appointments only after enactment. If the Executive Committee has not completed the seat designation or recommendation before enactment, it shall do so within fifteen (15) calendar days after the later of the application-period closing date or enactment. If the Committee lacks a quorum or does not timely make the designation, the Tribal Council shall make it before voting on an appointment. A later vacancy or successor position shall be posted for at least thirty (30) calendar days. An applicant remains in the pool until the seat is filled unless the applicant withdraws or becomes ineligible. The existing Section 8 designation remains attached to the seat. The Executive Committee may recommend eligible applicants; if it makes no recommendation, the Tribal Council may consider any eligible applicant. The Tribal Council appoints Directors to Seats 1–2 by the affirmative vote of more than one-half of all seated, eligible, and unrecused members. Failure to recommend, consider, vote upon, or appoint a person does not create an appointment or transfer appointment authority.

Tribal Chairperson-Nominated Seats 3–5. The Tribal Chairperson shall confidentially identify eligible candidates and obtain the required certifications. Initial nominations may be submitted no earlier than twenty (20) calendar days before the scheduled referendum vote to enact Part II. Each written nomination shall identify the seat and include the Tribal Chairperson’s certification that the nominee satisfies all appointment requirements. The nomination package shall include a detailed résumé; the Section 8 enrollment and voting certifications; documentation supporting the Section 7 qualifications, Section 8 seat-specific experience and expertise, Board-composition

requirements, and all other requirements of the Gaming Ordinance and Applicable Law; and any other information reasonably needed for Tribal Council verification. Before submitting an initial nominee, the Tribal Chairperson shall document the applicable Section 8 designation. Nominees may be submitted together or separately. A pre-enactment nomination is preparatory, nonbinding, and contingent on enactment. The Tribal Council may review materials, interview nominees, verify qualifications, and complete deliberations before enactment, but may vote on an appointment only after enactment. For a vacancy or successor appointment, the existing Section 8 designation remains attached to the seat, and the nominee must satisfy the seat's requirements. Only the Tribal Chairperson may nominate. The Tribal Council appoints or rejects each nominee by the affirmative vote of more than one-half of all seated, eligible, and unrecused members. After rejection, the Tribal Chairperson may submit another eligible nominee or reopen the search. Failure to nominate, consider, vote upon, or appoint a person does not create an appointment or transfer appointment authority.

Appointment and Qualification. The Tribal Council's appointment vote is the final act required to appoint a Director. The appointee may not take office, serve, or exercise Director authority until the appointee accepts in writing, takes any required oath, remains eligible, and completes any required licensing, background, or suitability review. The public appointment record shall include only the appointment decision, seat, term, effective date, acceptance, oath, and final vote tally. Eligibility certifications, nomination packages, résumés, supporting documentation, evaluations, interview materials, deliberative materials, background materials, and other Confidential Information shall be maintained separately in the confidential qualification file.

Confidentiality. Candidate and nominee names, applications, nominations, nomination packages, résumés, certifications, supporting documentation, evaluations, interviews, deliberations, background materials, and related records are Confidential Information and are not subject to disclosure except as necessary to carry out the selection, qualification, appointment, or continuing-eligibility process. Each application and nomination package, and every document included in or submitted with either, shall be prominently marked "CONFIDENTIAL — NOT FOR PUBLIC DISCLOSURE." The required marking provides administrative notice of the protections established by Part II and is not the sole legal basis for withholding a record. The Tribal Council Speaker shall control application materials for Seats 1–2. The Tribal Chairperson shall control pre-submission materials for Seats 3–5. After submission, the Tribal Council

Speaker or another authorized records custodian designated by the Tribal Council shall maintain the official nomination or application file in a secure, access-restricted repository. The full Tribal Council and authorized qualification or suitability personnel may receive information as necessary to perform their duties. After appointment, the Tribe may disclose the successful appointee's name and the public appointment record. The public appointment record consists only of the appointment decision, seat, term, effective date, acceptance, oath, and final vote tally. It does not include an application, nomination package, résumé, eligibility certification, supporting documentation, evaluation, interview material, deliberative material, background material, confidential qualification file, or other Confidential Information. Unsuccessful-candidate information remains Confidential Information. Duplicate materials shall be returned or securely destroyed after the seat is filled or the candidate withdraws or becomes ineligible, subject to applicable retention requirements and legal holds. This paragraph establishes specific confidentiality protections for candidate and nominee information governed by Part II and shall be applied together with the Tribal Disclosure Ordinance, CLLO-2010-0318-01. To the extent the protections or procedures in this paragraph are more specific or more restrictive, they control as to the information expressly identified in this paragraph. Disclosure otherwise prohibited by this paragraph may occur only to the minimum extent required by controlling federal law, a later-enacted Tribal law that expressly supersedes this paragraph, or a final order of a court with jurisdiction. When legally permitted, the records custodian shall provide advance notice to the affected person and seek redaction, a protective order, or other appropriate protection. A reasonably segregable nonconfidential portion of a record shall be disclosed when required by controlling law.

Terms, Initial Staggering, and Vacancies. Regular terms are four (4) years, beginning July 1 and ending June 30 of the fourth year. An initial Director may serve before July 1, 2027; that organizational service does not count toward the designated term or term limit. Initial terms begin July 1, 2027. For Seats 1–2, the Executive Committee shall assign one three-year term and one four-year term before the Tribal Council votes on the appointments. If the Committee lacks a quorum or does not act timely, the Tribal Council shall make the assignments. For Seats 3–5, the Tribal Chairperson shall assign one one-year term, one two-year term, and one three-year term before submitting the corresponding nominations. Each designated initial term counts as one term for purposes of the two-consecutive-term limit. A delayed initial appointment is treated as

beginning July 1, 2027, and ends on the date assigned to the seat. A replacement appointed before July 1, 2027, assumes the same seat and term dates. A Director may serve no more than two consecutive terms. A vacancy-created partial term counts as one term if the Director serves more than half of it. A former Director may serve again after a break of at least two (2) years. A vacancy shall be filled for the unexpired term through the process applicable to that seat. A Director may hold over for no more than one hundred eighty (180) calendar days until a successor takes office. Holdover service does not constitute a new term or alter the term-limit calculation. Each designation remains attached to the seat during the term and holdover service.

No Reduced Quorum. Vacancies, suspensions, ineligibility, abstentions, or recusals do not reduce the quorum or voting requirements of Section 10(4). If fewer than three (3) qualified and unrecused Directors are available for a matter, no Board action may be taken on that matter unless another person or body has express authority under the Gaming Ordinance or other Tribal law.

A Director's seat becomes vacant without a removal proceeding only when the Gaming Ordinance expressly provides for an automatic vacancy based on a final eligibility certification under Section 8 or a final absence determination under Section 10(7). In every other circumstance, a Director may be removed before the expiration of the Director's term only for Cause and through the procedures stated in this Section. Cause is limited to one or more of the following grounds: felony conviction; fraud, corruption, or dishonesty; breach of fiduciary duty; significant conflict-of-interest or ethics violation; final denial or revocation of a required license or final adverse suitability determination; gross misconduct; chronic and substantial failure to perform Board duties; permanent inability to perform the essential functions of office, with or without reasonable accommodation; significant violation of Tribal or federal law; or knowing or reckless conduct significantly impairing the LGA. A temporary license suspension or temporary suitability restriction does not create an automatic vacancy or, by itself, establish Cause. These grounds are exhaustive. Removal for Cause requires written notice stating the grounds, a meaningful opportunity to respond, written findings supported by the record, and the affirmative vote of two-thirds of all seated, eligible, and unrecused members, with any fractional vote requirement rounded up to the next whole vote. An eligible and unrecused member who abstains remains included in the denominator but does not cast an affirmative vote. Political

disagreement, change in administration, refusal to follow an unauthorized political directive, or lawful exercise of independent business judgment is not Cause.

Upon written evidence that a Director's continued service presents an immediate and significant risk to licensing, Confidential Information, Enterprise assets, or lawful operations, the Tribal Council may suspend the Director for not more than ninety (90) days by the affirmative vote of at least two-thirds of all seated, eligible, and unrecused members, with any fractional vote requirement rounded up to the next whole vote, after notice and an opportunity to respond. A temporary license suspension or formal finding of temporary unsuitability by the LGC automatically restricts the Director's access to regulated operations and information to the extent required by law but does not create an automatic vacancy or, by itself, establish Cause. A final denial or revocation of a required license or final adverse suitability determination may support removal for Cause under this Section. Suspension or restricted access is not removal, shall be narrowly tailored, and may not be used because of political disagreement or lawful independent judgment.

Section 10. Officers, Compensation, Meetings, and Board Action

1. **Officer Selection and Terms.** The Tribal Council shall designate the initial LGA Board Chair from among the initial Directors. After at least three initial Directors qualify, the Board shall select an acting Vice-Chair, Secretary, and Treasurer from among the qualified Directors to perform essential officer functions until all five initial Directors qualify. After all five initial Directors qualify, the Board shall select a Vice-Chair, Secretary, Treasurer, and any other officers it determines appropriate. Initial officers serve through September 30, 2028, and hold over until successors take office unless they cease serving as Directors, resign the office, or are removed as permitted by this Section. In September 2028 and each September thereafter, the Board shall select officers for one-year terms beginning October 1.
2. **Removal From Officer Position and Officer Vacancies.** Except for the initial LGA Board Chair, the Board may remove an officer, with or without cause, by at least three (3) affirmative votes. The initial LGA Board Chair may be removed from the officer position only for Officer Cause and by at least three (3) affirmative votes. "Officer Cause" means substantial failure to perform the duties of LGA Board Chair and applies only to removal from that officer position. Removal from office does not remove the person as a Director

or constitute Cause for removal as a Director under Section 9. The Board shall fill an officer vacancy from among the remaining Directors. If the initial LGA Board Chair position becomes vacant before October 1, 2028, because of resignation, removal from the officer position, loss of the Director seat, or another reason, the Tribal Council shall designate a replacement from among the remaining Directors and determine whether the replacement Chair's service commitment is part time or full time under Section 10(3).

3. **Director Compensation and LGA Board Chair Service.** Directors shall receive reasonable, market-based compensation established by at least three (3) affirmative votes of the Board and supported by an independent compensation study or other reliable market data. The compensation schedule shall apply uniformly to similarly situated Directors. Adoption of a generally applicable compensation schedule is not a related party transaction or prohibited conflict solely because Directors receive compensation under the schedule. A Director shall not participate in a decision establishing compensation unique to that Director. Directors may be reimbursed for reasonable official expenses under Board policy. When designating the initial LGA Board Chair, the Tribal Council shall determine whether the Chair's service commitment is part-time or full-time based on the anticipated time commitment and needs, including the work required to establish, finance, develop, and operate the Enterprise. That determination remains effective while that person serves as the initial LGA Board Chair. The Tribal Council Speaker and Tribal Chairperson shall determine whether any other Directors should serve part-time or full-time as reasonably appropriate for the Enterprise's success. For each successor LGA Board Chair, the Board shall determine whether the Chair's service commitment is part-time or full-time using the same standard. The Board shall establish any additional compensation for part-time or full-time service by the Chair or any other Director using independent market data, and the affected Director shall not participate in that decision. Compensated service does not make a Director an Enterprise employee or the Chief Executive Officer, confer day-to-day management authority, extend the Director's term, or create a right to continued compensated service after the person ceases to serve as a Director.
4. **Quorum and Voting.** Three (3) qualified and unrecused Directors constitute a quorum, and Board action requires at least three (3) affirmative votes unless the Gaming

Ordinance requires more. A recused Director does not count toward quorum or participate in the matter. An abstaining but unrecused Director remains present for quorum but does not cast an affirmative vote. Vacancies, suspensions, ineligibility, abstentions, and recusals do not reduce these requirements. No individual Director may exercise Board authority. If no lawful quorum exists, the matter may be referred only to a person or body with express authority under the Gaming Ordinance or other Tribal law. Unless a greater vote is expressly required, at least three (3) affirmative votes are required to approve the annual budget, audited financial statements, appointment or removal of the Chief Executive Officer, debt requiring Board approval under Sections 11 and 16, or submission to the Tribal Council of a proposed waiver of sovereign immunity or proposed disposition or Encumbrance of Substantial LGA Property. Board action concerning Substantial LGA Property is limited to evaluating, recommending, or submitting a proposal to the Tribal Council and does not authorize commitment, execution, or completion of the transaction.

5. **Meetings, Notice, and Agendas.** During the first twelve (12) months after all five (5) initial Directors are appointed and qualified, the Board shall meet at least once every two (2) weeks and as often as necessary. Thereafter, the Board shall meet at least monthly and as often as necessary. The LGA Board Chair may call a regular meeting, and the LGA Board Chair or any two (2) Directors may call a special meeting. Reasonable advance written notice shall be provided to all Directors and shall state the date, time, location or method of participation, and agenda or a reasonably specific description of each matter expected to be discussed or acted upon. Emergency meetings may be held on shorter notice when immediate action is necessary to protect life, safety, licensure, legal compliance, confidential or security-sensitive information, Enterprise assets, or continuity of operations, and the notice shall describe the emergency to the extent practicable. An emergency meeting and any action taken at that meeting are governed by Section 10(8). The LGA Board Chair shall prepare the agenda. Any two (2) Directors may require an item to be added before the meeting or at its start. An item timely requested before notice is issued shall be included in the notice. An item requested after notice is issued may be discussed but not finally acted upon unless authorized under

Section 10(8). The Board may reorder agenda items by at least three (3) affirmative votes.

6. **Remote Participation, Minutes, and Executive Sessions.** Meetings may be conducted in person or by reliable remote means that allow all participating Directors to hear, deliberate, and participate. At least seventy-five percent (75%) of all Board meetings held during each calendar year shall be conducted in person within the Tribal Territory. The Secretary or designee shall prepare and maintain written minutes recording the date, time, location or participation method, Directors present, quorum, motions, votes, recusals, abstentions, and the general subject matter of actions. The Board may conduct executive sessions for confidential legal, personnel, procurement, financing, security, proprietary, negotiating, or privileged matters; final action shall be taken under Section 10(4) and recorded without disclosing protected information.
7. **Director Absences.** After three (3) consecutive absences, the Board shall provide the affected Director written notice identifying the meeting dates and permit ten (10) Business Days for a written response. The affected Director shall not participate in the determination. The remaining qualified and unrecused Directors shall determine by at least three (3) affirmative votes, in a written decision supported by the record, whether all three absences were unexcused. The seat becomes vacant only upon that final written determination.
8. **Emergency and Other Board Action.** The Board may not act by written consent without a meeting. Emergency action may be taken by remote meeting on the shortest practicable notice when delay would materially threaten life, safety, licensure, security, Enterprise assets, legal rights, or continuity of operations. Emergency action requires a quorum and at least three (3) affirmative votes, shall be limited to the minimum action necessary, and shall be documented in the minutes.
9. **Committees and Delegation.** The Board may delegate matters to committees, but no committee may exercise a nondelegable Board power under Section 6. Committee rules shall address quorum, voting, recusals, minutes, confidentiality, delegated authority, and reporting. A committee quorum requires more than one-half of its eligible and unrecused members, and committee action requires the affirmative vote of more than one-half of

those members. No committee may act through a single member. Delegation does not relieve the Board of its oversight responsibility.

10. **Bylaws and Operating Procedures.** The Board shall adopt bylaws consistent with Part II governing notice, agendas, recusals, committees, records, emergency action, delegation, annual verification of continuing Director qualifications, and related procedures. Candidate and nominee information remains governed exclusively by Section 9. The initial bylaws and any amendment that materially affects Board powers, procedures for verifying Director qualifications, reserved powers, Tribal Council reporting, sovereign immunity, or regulator-Enterprise separation require Tribal Council approval. The Board may adopt and amend ordinary administrative and operating procedures without Tribal Council approval, provided the procedures do not alter a matter requiring Tribal Council approval under this paragraph or another provision of the Gaming Ordinance.

Section 11. Independence, Noninterference, and Reserved Powers

Except for powers expressly reserved by this Section or Applicable Law, the LGA shall operate independently from the Tribal Chairperson, Tribal Council, LGC, and other Tribal political or governmental bodies in procurement, contracting, financing, personnel, development, marketing, and operational decisions. No Tribal official or body may direct, reverse, delay, condition, or interfere with a particular LGA business decision, vendor selection, employee action, financing negotiation, gaming operational decision, hotel or resort operation, or execution of an Approved Strategic Plan or Approved Capital Plan.

The Tribal Council retains exclusive authority to approve:

1. A sale, transfer, conveyance, exchange, donation, abandonment, mortgage, pledge, lien, security interest, collateral assignment, other Encumbrance, or disposition of Tribal Lands or Tribal Gaming Real Property;
2. A disposition or Encumbrance of Substantial LGA Property;
3. An Encumbrance of Restricted Revenue Collateral or other revenue collateral whose pledge exceeds the Tribal Council-Reserved Materiality Standard;
4. Debt exceeding that standard or outside an Approved Capital Plan;

5. Transaction-specific recourse against Tribal general funds, tax revenues, trust assets, non-LGA assets, or other specified Tribal assets or revenues, excluding amounts categorically ineligible as collateral under Section 16;
6. A waiver of Tribal or LGA sovereign immunity;
7. A merger, consolidation, transfer, or other restructuring of a subsidiary ownership interest among wholly owned Tribal entities, provided the Tribe remains the sole ultimate beneficial owner and no direct or indirect non-Tribal ownership is created;
8. A new casino outside an Approved Master Development Plan;
9. Dissolution of the LGA;
10. Adoption or material amendment of the Enterprise Distribution Policy; and
11. Amendment of the Gaming Ordinance.

Before deciding any reserved matter, including a waiver of sovereign immunity, the Tribal Council shall formally collaborate and consult in good faith with the Tribal Chairperson.

The Board may approve a qualifying Strategic Alliance under Sections 5 and 6; a Strategic Alliance does not require Tribal Council approval solely because it is a Strategic Alliance. The LGA and Board may evaluate, recommend, and submit a reserved matter but may not approve it, bind the Tribe or LGA, grant interim rights, execute transaction documents, or complete the transaction before Tribal Council approval. Each approval resolution shall identify, as applicable, the authorized signer; affected property, revenues, collateral, assets, or obligations; maximum amount or exposure; term; permitted remedies; approved documents; amendment limits; and any related sovereign-immunity waiver or additional recourse. The Board shall submit a concise business justification, risk summary, supporting analysis when applicable, and proposed approval resolution. The Tribal Council shall act within forty-five (45) calendar days unless it and the Board agree in writing to a longer review period. If the Tribal Council does not act within that period, the proposal is denied and the transaction is not authorized. The Board may resubmit the matter after a material change in terms, risks, supporting information, or circumstances, or after ninety (90) calendar days. Approval of a reserved matter does not authorize day-to-day management.

Within ninety (90) days after all five (5) initial Directors are appointed and qualified, the Board shall recommend and the Tribal Council shall enact the Tribal Council-Reserved Materiality Standard. The standard shall state the dollar and percentage thresholds, measurement base,

accounting period, valuation date, method for measuring term debt, revolving credit, guarantees, contingent obligations, and phased or related transactions, aggregation rules, and adjustment method. It governs only matters that Section 11 expressly subjects to it and does not replace Board-governance Materiality or another reserved power. Until a permanent standard is enacted, Tribal Council approval is required for debt outside an Approved Capital Plan and for a transaction whose maximum principal, available credit, guaranteed amount, or reasonably anticipated exposure exceeds ten percent (10%) of the greater of consolidated Enterprise assets or gross annual Enterprise Revenues shown in the most recent audited financial statements. If no audited statements exist, use Board-approved opening statements and the Board's good-faith projection of gross revenues for the first full fiscal year. The interim standard remains effective until replaced. The Board shall adopt and annually review lower internal thresholds. Ordinary Course of Business contracts within an approved budget do not require Tribal Council approval solely because of price. The Tribal Council-Reserved Materiality Standard applies only when a contract includes debt, collateral, recourse, another matter expressly subject to the standard, or a specifically listed reserved power. Related transactions shall be aggregated, and no transaction may be structured to avoid an approval threshold or reserved power. The LGC regulates and the LGA operates; neither may direct the other, and no person may serve both at the same time.

Section 12. Land, Environmental, and Development Responsibilities

1. Develop a documented site-selection process evaluating legal eligibility, community impacts, access, utilities, infrastructure, environmental conditions, cultural resources, financing, and commercial feasibility.
2. Retain qualified federal Indian-law, environmental, engineering, real-estate, title, planning, financial, and technical professionals.
3. Prepare and supply complete fee-to-trust and related land-status submissions, title materials, legal descriptions, operational materials, environmental materials, development plans, public-health and safety materials, and other supporting records needed for facility licensing and continuing compliance. The LGC shall independently review those materials and verify regulatory sufficiency, and the legally designated Tribal authority shall issue each facility license.
4. Perform and document environmental due diligence and review, including baseline studies, required analyses, mitigation planning, public participation, consultation, and

coordination with the responsible federal agency. The LGC shall independently verify regulatory sufficiency for facility licensing and continuing compliance.

5. Evaluate whether proposed lands are eligible for gaming under IGRA, including any issue arising under 25 U.S.C. § 2719, and obtain appropriate legal opinions and federal determinations before significant development commitments.

Section 13. Executive Leadership and Personnel

The Board shall recruit, appoint, evaluate, compensate, and, when appropriate, remove a professional Chief Executive Officer through a competitive process based on demonstrated gaming, hospitality, resort, development, finance, regulatory, and executive-leadership qualifications. The Chief Executive Officer shall serve solely under the authority and supervision of the Board and shall be responsible for management and day-to-day administration of the Enterprise.

Within the Approved Strategic Plan, approved budget, Approved Capital Plan, risk parameters, organizational structure, and policies, the Chief Executive Officer shall control hiring and supervision of personnel; casino, hotel, resort, food-and-beverage, entertainment, retail, marketing, technology, facilities, and security operations; vendor administration; and execution of approved projects and agreements. The Chief Executive Officer may appoint and remove Enterprise Officers and employees and delegate operational authority. Employment and operational decisions shall be merit-based and insulated from political patronage, Tribal Council direction, and regulatory management.

The Board shall maintain a written Chief Executive Officer succession and continuity plan. During a vacancy, incapacity, emergency, or licensing interruption, the Board may appoint an interim Chief Executive Officer and temporarily allocate essential executive duties, but only the Board may appoint or remove the interim executive. Board Officers are Directors selected under Section 10; Enterprise Officers are executives appointed under this Section. The Chief Executive Officer may appoint and remove Enterprise Officers other than any General Counsel, Chief Audit Executive, or Chief Compliance Officer whose charter provides direct functional access to the Board.

The LGA shall adopt and enforce lawful employment and contracting preference policies for qualified Lumbee citizens and, as appropriate, other American Indians and American Indian-owned businesses. The LGA shall develop training, apprenticeship, succession, and

management-development programs designed to prepare Lumbee citizens for supervisory, professional, technical, executive, and Board service, while maintaining merit, safety, licensing, and performance standards.

Section 14. Gaming Operators, Developers, Lenders, and Procurement

The Board shall use a competitive request for proposals or another documented competitive or best-value process to identify and evaluate potential gaming operators, developers, lenders, consultants, vendors, and other service providers. The process shall promote competition, integrity, value, relevant Tribal gaming experience, financial capacity, regulatory suitability, responsible development, and protection of Tribal control.

Evaluation criteria shall include experience with Tribal gaming; financial strength; development and operating record; proposed economics; capital structure; regulatory history; litigation and compliance record; background-investigation suitability; commitments to Tribal employment, training, and contracting; environmental and community approach; and willingness to preserve the Tribe's sole proprietary interest and the LGA's Enterprise independence.

Any agreement that constitutes a management contract under IGRA or NIGC regulations shall be submitted for approval under 25 U.S.C. § 2711 and 25 C.F.R. parts 531, 533, 535, and 537 and shall not become effective before approval by the NIGC Chair. The Board may seek a declination opinion or other federal review when the status of an agreement is uncertain.

Section 15. Regulatory and Compact Coordination

The LGA shall take all Enterprise actions reasonably necessary to support the Tribe's compliance with IGRA, NIGC regulations, the Gaming Ordinance, LGC requirements, and any approved Tribal-State compact or applicable Class III procedures.

The LGA shall timely provide the Tribe and LGC with nonprivileged information and operational cooperation required for lawful regulatory submissions, licensing, facility approval, internal controls, audits, inspections, compact administration, and NIGC review. The LGA shall not direct an LGC regulatory decision or compromise the confidentiality or independence of the LGC.

LGC Funding. The Tribal Council shall provide stable and adequate LGC funding through a regulatory assessment, appropriation, or other lawful mechanism, subject to the protections in Part I, Section 4(f). No fiscal measure may reduce, delay, condition, redirect, or otherwise impair those protections. The LGA shall timely pay enacted regulatory assessments.

Regulatory Access. The LGC shall have prompt and complete access to records and information reasonably necessary for its duties, subject only to recognized privilege and narrowly tailored protective procedures. Information sharing shall preserve privilege, attorney work product, personal and security information, suspicious-activity information, trade secrets, and lawful regulator confidentiality.

Independent-Neutral Review. An unresolved access dispute shall be decided by an independent neutral jointly selected by the Board and LGC or, if they do not agree within ten (10) Business Days, selected by the Chief Justice of the Lumbee Supreme Court or the next available Justice. The neutral must be legally qualified and authorized to receive the information, may review it confidentially, may impose narrowly tailored protective conditions, and shall return or destroy protected material when the dispute ends. Submission does not waive a protection. The decision is final and binding, and the Board and LGC shall promptly implement it within their respective authority. The LGA and LGC shall share the neutral's reasonable fees equally unless they agree otherwise.

The Board may provide technical, financial, and operational support to the Tribe in negotiating an approved Tribal-State compact or applicable Class III procedures, but only authorized Tribal government representatives may bind the Tribe or exercise governmental negotiating authority.

Section 16. Finance, Budget, Audit, and Enterprise Revenues

Initial Funding. Under CLLR-2026-0820-001, "Economic and Community Development Priority Designation—Hospitality and Entertainment, to Include Gaming," the Tribal Chairperson, Tribal Council Speaker, and Tribal Council Treasurer shall, as members of the Board of Directors of Lumbee Tribe Holdings, Inc., take all lawful action within their authority to present and support an initial funding disbursement of three hundred fifty thousand dollars ($350,000.00) to the LGA. They shall present the request within fifteen (15) calendar days after all five (5) initial Directors are appointed and qualified and notify the Tribal Council and LGA of the corporate decision within five (5) Business Days. If authorized under the corporation's governing documents and Applicable Law, the disbursement shall be made within thirty (30) calendar days. If authorization is denied or not obtained within sixty (60) calendar days after presentation, the officials shall provide the Tribal Council and LGA a written status report and lawful alternative startup-funding proposal. The LGA shall use the funds only for startup and

related organizational, planning, professional, administrative, and development costs consistent with Part II.

The Board shall adopt an annual operating and capital budget, maintain complete books and records under generally accepted accounting principles, establish internal financial controls, and obtain independent annual financial audits. The LGA shall arrange and fund the Enterprise audit. The Tribe remains legally responsible for ensuring that each IGRA-required Gaming Operation audit occurs, and the LGC or another designated Tribal official shall submit required Gaming Operation audit materials to the NIGC. The annual audit and the LGA's procurement and contract-review procedures shall include the gaming-related contracts identified in Part I, Section 7, including the stated threshold and exceptions. LGA funds shall be maintained separately from general Tribal governmental accounts except for authorized distributions or arm's-length shared-service arrangements.

LGA deposit, reserve, investment, and securities accounts shall be maintained in the LGA's name at federally insured or otherwise appropriately regulated financial institutions and shall not be commingled with the Tribe's general governmental funds. The Board shall maintain a written accounting system consistent with generally accepted accounting principles; complete books and records; annual inventories of significant property; adequate insurance; Enterprise and subsidiary budgets; and records reasonably available for lawful audit, regulatory review, and authorized Tribal oversight, subject to privilege, security, and commercial confidentiality protections.

The LGA may incur obligations within an Approved Capital Plan and Board-approved financing policy. Without prior Tribal Council approval under Section 11, the LGA may grant a security interest only in: (1) specifically identified accounts receivable arising in the Ordinary Course of Business; (2) specifically identified revenues generated by the financed project or asset; and (3) non-Material LGA personal property that is not Substantial LGA Property. Any revenue collateral permitted without Tribal Council approval must be limited in amount and duration, reasonably related to the financed obligation, documented in the financing instruments, and structured so that its enforcement would not materially impair gaming operations, regulatory compliance, required reserves, payroll, taxes, insurance, essential operating expenses, or lawful distributions.

The LGA shall not pledge, assign, or grant a security interest in amounts required for regulatory assessments or LGC funding, or in amounts required for approved Tribal distributions. Those

amounts are categorically ineligible as collateral and may not be made subject to a revenue sweep, account-control right, setoff, lien, or other Encumbrance. Without prior Tribal Council approval under Section 11, the LGA also shall not pledge, assign, or grant a security interest in: (1) all or substantially all present or future Enterprise Revenues; (2) future gaming revenues generally; (3) deposit, concentration, operating, payroll, investment, securities, reserve, debt-service reserve, or distribution accounts; (4) funds restricted by law, compact, financing covenant, grant, or contract; (5) required operating, capital-replacement, cage, prize, patron, payroll, tax, insurance, security, or emergency reserves; or (6) any other revenue stream whose pledge or enforcement exceeds the Tribal Council-Reserved Materiality Standard. No pledge may sweep revenues necessary for current operations or regulatory compliance, and no lender may obtain dominion or control over protected accounts or revenues except as expressly authorized by the Tribal Council for an identified transaction, excluding the categorically ineligible amounts identified in this paragraph.

Tribal Council approval of Restricted Revenue Collateral or other collateral exceeding the Tribal Council-Reserved Materiality Standard shall comply with Section 11 and identify the collateral, maximum exposure, term, required reserves, lender remedies, amendment limits, authorized executing official, and any related waiver of sovereign immunity. Unless the Tribal Council expressly approves otherwise for an identified transaction, each LGA obligation is limited recourse to lawfully pledged collateral and is not a general obligation of the Tribe. Debt outside an Approved Capital Plan or exceeding the Tribal Council-Reserved Materiality Standard requires Tribal Council approval. The LGA may not pledge categorically ineligible collateral, create a Tribal guaranty, extend lender rights beyond approved collateral, or imply a waiver of sovereign immunity through financing terms.

Enterprise Revenues include funds that are not net gaming revenues. When Enterprise Revenues are net gaming revenues, Part I and IGRA govern their transfer, distribution, and use. Net gaming revenues may be transferred or used only under IGRA, the Tribe’s approved revenue-allocation requirements, the Gaming Ordinance, and Tribal law. The measure of gross annual Enterprise Revenues is broader than Gross Gaming Revenue as defined in Part I.

The fiscal year of the LGA and LGC shall begin January 1 and end December 31 unless changed by the body authorized under the applicable Part after consultation with the Tribal Council and, as appropriate, the independent auditor and financing parties. Enterprise distributions remain

subject to lawful financing covenants, required reserves, capital needs, and the Enterprise Distribution Policy approved under Section 11.

Section 17. Ethics, Conflicts, and Confidentiality

1. **Applicable Standards.** Directors, officers, and employees shall comply with Part II and the Tribe's Ethics and Conflict of Interest Ordinance, CLLO-2010-0312-01. Both apply when they can operate together. If they directly conflict, Part II controls LGA-specific governance, fiduciary, confidentiality, procurement, and Enterprise-independence matters; the general ethics ordinance controls other matters unless either law expressly states otherwise.
2. **Fiduciary Duty.** Each Director and officer shall discharge the duties of office in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner reasonably believed to be in the best interests of the LGA and the Tribe.
3. **Conflicting Financial Interests.** Directors, officers, and employees shall not hold or acquire a financial interest that conflicts with, or significantly impairs, the conscientious and independent performance of their LGA duties.
4. **Confidential Information.** Directors, officers, and employees shall not engage in a financial transaction using Confidential Information obtained through LGA service, permit another person to use Confidential Information for private gain, or disclose Confidential Information except as authorized by Applicable Law or official duty.
5. **Gifts and Benefits.** Directors, officers, and employees shall not solicit or accept an item of value from a person or entity seeking LGA action, doing or seeking business with the LGA, competing for an LGA opportunity, or whose interests may be substantially affected by LGA duties, except as permitted by a Board ethics policy consistent with Part II.
6. **Unauthorized Commitments.** Directors, officers, and employees shall not make an unauthorized commitment, representation, or promise purporting to bind the LGA or the Tribe.
7. **Private Gain and Preferential Treatment.** Directors, officers, and employees shall not use LGA office, authority, property, personnel, opportunities, or information for private

gain and shall act impartially without giving improper preferential treatment to any person or entity, including a Related Person.

8. **Protection of Assets.** Directors, officers, and employees shall ensure that Tribal and LGA property, funds, records, opportunities, and gaming assets are properly safeguarded and are not used for unauthorized purposes.
9. **Outside Employment and Activities.** Directors and officers shall not engage in outside employment, consulting, investment activity, negotiations for future employment, or other activity that conflicts with LGA duties, creates an appearance of divided loyalty, or uses an LGA opportunity for personal benefit. A Director shall not seek or hold elected Tribal, federal, state, or local office during the Director's term.
10. **Related-Party Transactions.** The LGA shall not enter into a transaction involving a Director, officer, employee, Related Person, or entity in which such person has a significant financial interest unless the interest is fully disclosed in writing, the interested person takes no part in evaluation, deliberation, negotiation, or approval, the Board obtains sufficient information to determine that the transaction is fair and in the LGA's best interests, and at least three disinterested Directors approve the transaction by recorded vote. Approval is a nondelegable Board action under Section 6 and remains subject to the eligibility and vacancy provisions in Section 9 and the recusal, quorum, and voting requirements in Section 10(4). If fewer than three disinterested Directors are available, the transaction may not be approved. Competitive procurement shall be used when practicable.
11. **Disclosure and Recusal.** Directors, officers, and employees shall promptly disclose any actual, potential, or apparent financial or personal conflict of interest upon discovery. A conflicted person shall not receive nonpublic procurement or negotiating information concerning the matter and shall not participate in related evaluation, deliberation, negotiation, recommendation, decision, or vote. A Director's disclosure and recusal shall be recorded in the minutes.
12. **Reporting Misconduct.** Consistent with applicable confidentiality requirements, Directors, officers, and employees shall promptly report known or reasonably suspected fraud, waste, abuse, corruption, bribery, procurement misconduct, theft, misuse of assets, or significant violations of law or LGA policy to the Board, authorized compliance

personnel, legal counsel, the LGC when the matter affects gaming regulation, or another appropriate authority.

13. **Nonretaliation.** No person may retaliate against an individual who in good faith reports suspected misconduct, participates in an authorized investigation, or refuses to participate in conduct reasonably believed to violate law or LGA policy.
14. **Appearance of Impropriety.** Directors, officers, and employees shall avoid conduct that reasonably appears to violate law, breach fiduciary duties, compromise an LGA procurement or business decision, or violate this Section.
15. **Confidentiality.** Confidential Information shall be protected from unauthorized access, use, or disclosure, subject to lawful governmental, audit, and regulatory access. Candidate and nominee information remains governed by Section 9. Nothing in this Section restricts a disclosure required by controlling federal law, the Gaming Ordinance, or a final order of a court with jurisdiction.
16. **Policies, Retention, and Annual Disclosures.** The Board shall adopt and enforce written procurement, gifts, related-party transaction, confidentiality, document-retention, whistleblower, ethics, and conflict-of-interest policies consistent with this Section and Section 9. No document-retention policy may authorize destruction of records subject to Part I, federal law, audit requirements, a legal hold, or an LGC preservation demand. Each Director and officer, and each employee designated by Board policy, shall complete an initial and annual conflict-of-interest disclosure and update it promptly when significant circumstances change.
17. **Enforcement.** A significant violation of this Section may constitute grounds for discipline, termination, removal, contract remedies, referral to the LGC or another regulatory or law-enforcement authority, or other lawful corrective action. Enforcement shall protect due process, confidentiality, and the LGA's Enterprise independence.

Section 18. Reporting and Accountability

Management shall provide the Board with a monthly performance dashboard addressing financial results, operations, capital projects, regulatory compliance, workforce, procurement, risk, and significant variances. Subject to the confidentiality limits of this Section and Section 9, the LGA shall provide oral and written reports concerning its activities and financial condition to

the Tribal Chairperson, Tribal Council Speaker, and Tribal Council committee designated by the Speaker. The LGA Board Chair is responsible for ensuring timely preparation and delivery. Reports shall not disclose Confidential Information, including candidate or nominee information protected by Section 9; privileged material; personally identifiable licensing, personnel, customer, or criminal-history information; protected regulatory information; active investigative information; proprietary or procurement-sensitive information; negotiating information; cybersecurity, surveillance, or other security-sensitive information; or information protected from disclosure by Applicable Law. Any reference to an appointment may include only the successful appointee and official appointment information that Section 9 permits to be disclosed. Reports and presentations under this Section are provided solely to promote governmental awareness, accountability, budgeting, and legislative planning and do not authorize the Tribal Chairperson, Tribal Council Speaker, Tribal Council, or any committee to direct, approve, modify, reverse, delay, or otherwise control an LGA procurement, contracting, financing, personnel, development, marketing, or operational decision. Submission or presentation of a budget or financial report does not authorize a recipient to withhold, reduce, redirect, condition, or delay funding or other resources lawfully dedicated to the LGA.

Quarterly. Quarterly written reports shall be provided to the Tribal Chairperson, Tribal Council Speaker, and Tribal Council committee designated by the Speaker. Delivery to the designated committee constitutes delivery to the Tribal Council, but not to the Tribal Chairperson or Tribal Council Speaker. Quarterly oral reports shall be presented to the designated committee according to the following schedule:

- **First Quarter, January–March:** The written report shall be provided no later than the last Thursday of May, and the oral report no later than the first Thursday of June.
- **Second Quarter, April–June:** The written report shall be provided no later than the last Thursday of August, and the oral report no later than the first Thursday of September.
- **Third Quarter, July–September:** The written report shall be provided no later than the last Wednesday of November, and the oral report no later than the first Thursday of December.
- **Fourth Quarter, October–December:** The written report shall be provided no later than the last Thursday of February, and the oral report no later than the first Thursday of March.

Each quarterly report shall summarize significant Enterprise activities, financial condition, budget and Approved Capital Plan performance, land and environmental work, financing, development, workforce, procurement, significant risks, accomplishments, challenges, corrective actions, and anticipated major events, subject to this Section's confidentiality limits.

The LGA shall provide the Tribal Council with an annual audited financial report no later than one hundred twenty (120) calendar days after the close of each fiscal year. If extenuating circumstances prevent timely delivery, the Board shall provide written notice to the Tribal Council before the original deadline, state the reasons for delay, and establish a revised delivery date not more than sixty (60) additional calendar days later.

Annually. The LGA shall prepare the LGA portion of one annual executive summary consisting of separate LGA and LGC portions. The LGA portion shall address the LGA's budget, activities, financial condition, major developments, employment and contracting results, distributions, community benefits, and strategic priorities for the most recent fiscal year, subject to the confidentiality limitations of this Section. The LGC shall prepare its corresponding portion as provided in Part I, Section 4(k).

If the audited financial report is not available when the annual executive summary is prepared or presented, the LGA portion shall clearly identify the financial information as unaudited or preliminary, explain the audit status, and be supplemented with the final audited information promptly after delivery.

The Tribal Chairperson and Tribal Council Speaker shall coordinate the scheduling and presentation of the annual executive summary but may not alter the LGA's submitted portion or the LGC's submitted portion. The Office of the Tribal Council Speaker, in coordination with the Tribal Enrollment Office, shall verify eligibility for access and make a nonconfidential version of the annual executive summary available exclusively to enrolled Lumbee Tribal citizens and to Tribal officials or staff whose official duties require access. Confidential Information, including any confidential appendices, shall remain restricted. The LGA and LGC shall apply common access, distribution, retention, and nondisclosure procedures consistent with the requirements governing Confidential Information under the Gaming Ordinance and Applicable Law.

The presentation shall occur within fourteen (14) calendar days before or after July 4 of each year, on a day other than Saturday, Sunday, a Tribal holiday, or a federal holiday observed by the Tribe, at a time agreed upon by the Tribal Chairperson and Tribal Council. Accountability to

enrolled Lumbee Tribal citizens shall be provided through this annual executive summary and the reserved matters established by Section 11, rather than through approval of routine contracts or Ordinary Course of Business decisions.

Section 19. Sovereign Immunity and Liabilities

The LGA possesses the sovereign immunity of the Tribe. Nothing in this Ordinance waives or diminishes the sovereign immunity of the Tribe, the LGA, the LGC, the Board, or their officials, employees, or agents.

A waiver of sovereign immunity must be express, written, limited to a specific transaction, approved by the Tribal Council, and executed by officials authorized by Tribal law. No recourse shall exist against Tribal general funds, tax revenues, trust assets, Tribal Lands, Tribal Gaming Real Property, non-LGA assets, or other Tribal assets or revenues unless expressly authorized by the Tribal Council in the same written approval. Any authorization of additional recourse must be express, written, limited to the identified transaction, approved by the Tribal Council, and stated in the same written approval that authorizes the waiver or transaction. No waiver or authorization may include any asset or amount categorically ineligible as collateral under Section 16.

LGA obligations are solely obligations of the LGA unless the Tribal Council expressly provides otherwise in writing. No Director, officer, employee, or agent is personally liable for an LGA obligation solely by reason of service to the LGA or the proper execution or administration of the obligation on behalf of the LGA.

A waiver of sovereign immunity, consent to suit, arbitration agreement, consent to jurisdiction, or mediation agreement that authorizes judicial enforcement of a settlement must be approved by the Tribal Council, limited to one identified transaction, and specify the forum, governing law, duration, permitted remedies, and assets available to satisfy an award, settlement, or judgment. It shall preserve exhaustion of Tribal remedies and the jurisdiction of the courts of the Lumbee Tribe of North Carolina unless the Tribal Council expressly provides otherwise. Recourse is limited to specified LGA Assets and Revenues and may include additional specified assets only as expressly authorized under this Section and Sections 11 and 16 but may not include any asset or amount categorically ineligible as collateral under Section 16. No waiver, consent, or recourse arises by implication, from a sue-and-be-sued clause alone, from acceptance of service, or from participation in mediation, arbitration, litigation, or another dispute-resolution process.

Section 20. Enterprise Contracts and Limited Non-Impairment

The LGA may assume a gaming-related agreement previously entered by the Tribe only when enacted Tribal law authorizes or directs the LGA to evaluate the agreement for assumption and the Board accepts the agreement on commercially reasonable terms consistent with the Gaming Ordinance and Applicable Law. If the Board determines that the agreement cannot be accepted on commercially reasonable terms, it shall promptly provide the Tribal Council with a written explanation and proposed alternatives. The LGA is not bound unless the agreement is lawfully amended or the Tribal Council provides another lawful means of performance consistent with Part II, Applicable Law, and the reserved powers and approval requirements in Sections 11, 16, and 19.

Assumption does not validate an agreement, waive the required approval, transfer regulatory authority, or make an agreement effective before satisfaction of all requirements under IGRA, NIGC regulations, the Gaming Ordinance, an approved Tribal-State compact or applicable Class III procedures, or other Applicable Law. If enacted Tribal law requires assumption regardless of the Board's commercial-reasonableness determination, that law shall specifically identify the agreement and provide or authorize the lawful funding, approvals, waivers, collateral, and other authority necessary for performance.

After activation, agreements principally concerning LGA-managed property or operations shall be entered into in the LGA's name. The Tribe may be made a party only when its participation is approved and the agreement is executed by the official or body authorized by Tribal law. Any agreement to which the Tribe and LGA are parties shall separately identify each party's rights, duties, liabilities, assets, remedies, and sources of payment and shall avoid unintended cross-obligations, guarantees, recourse, waivers, or pledges.

The Tribe may, in an authorized financing, development, construction, or other Material agreement of the Enterprise, expressly covenant not to materially impair specified contractual obligations. An agreement containing a non-impairment covenant validly approved under this Section is a "Protected Agreement." Each covenant must identify the Protected Agreement, protected obligations, duration, permitted remedies, and assets available for recourse; be supported by consideration; be approved as required by Sections 11 and 19; and be construed narrowly.

No covenant restricts the Tribe, LGC, or another lawful authority from exercising regulatory, licensing, enforcement, taxation, police, health, safety, environmental, labor, criminal, emergency, legislative, or other governmental powers; complying with Applicable Law, including IGRA, NIGC regulations, an approved Tribal-State compact or applicable Class III procedures, or a final governmental order; or acting to prevent fraud, corruption, illegality, threats to public safety, or significant harm to the Tribe.

A non-impairment covenant does not delegate legislative or governmental authority, require enactment or continuation of any law, or authorize specific performance, injunctive relief, invalidation of governmental action, or another remedy against the Tribe, LGA, LGC, Tribal Council, or other Tribal authority unless the remedy is expressly stated in the Protected Agreement, specifically authorized by the Tribal Council, and permitted by the applicable transaction-specific waiver of sovereign immunity under Section 19.

If governmental action materially impairs a protected obligation, available remedies are limited to those expressly stated in the Protected Agreement, authorized by the applicable waiver of sovereign immunity, and enforceable against the assets specifically identified as available for recourse under Sections 11, 16, and 19. The governmental action is not void solely because of the impairment, and consent of a non-Tribal party is not required for lawful governmental action.

No Protected Agreement creates recourse against an asset or amount categorically ineligible as collateral under Section 16 or creates a waiver, guarantee, ownership interest, management right, regulatory right, or remedy by implication.

Section 21. Construction, Amendment, and Severability

Part II shall be construed to preserve the Tribe's sole proprietary interest in gaming, the LGA's Enterprise independence, the LGC's regulatory independence, and compliance with Applicable Law, including IGRA, NIGC regulations, federal land-into-trust requirements, applicable environmental requirements, and an approved Tribal-State compact or applicable Class III procedures.

The Tribal Council may amend Part II by enacted Tribal law, subject to controlling federal requirements. An amendment may not retroactively enlarge a waiver of sovereign immunity. An amendment affecting a Protected Agreement is governed by Section 20 and remains subject only to the remedies and any waiver of sovereign immunity expressly authorized in that agreement.

The LGA may be dissolved, wound up, reorganized, or otherwise terminated only through enacted Tribal law approving the action as a reserved matter and in compliance with the law governing the legal form selected under Section 3, including any applicable federal charter and federal approval or congressional requirements. Before any permitted dissolution, winding up, reorganization, or termination becomes effective, provision shall be made for all lawful debts, contracts, financing obligations, employee matters, regulatory duties, and related expenses. Remaining LGA assets shall be transferred to the Tribe or to another wholly owned Tribal entity designated by the Tribal Council, to the extent permitted by Applicable Law and any applicable federal charter and shall continue to be used for Tribal governmental purposes, economic development, and the welfare of enrolled Lumbee Tribal citizens. A lawful transfer of funds or property from the LGA to the Tribe under an approved distribution or winding-up plan terminates the LGA's ownership of the transferred property, subject to Applicable Law, any applicable federal charter, and applicable contractual restrictions.

The Gaming Ordinance, consisting of Part I and Part II, and every section, subsection, paragraph, sentence, clause, phrase, and application thereof is severable. If a court or governmental agency of competent jurisdiction finally determines that any provision or application is invalid, unlawful, or unenforceable, that determination shall not affect the validity, lawfulness, or enforceability of any other provision or application that can be given effect without the affected provision or application. The Tribal Council declares that it would have enacted the Gaming Ordinance, each Part, and each remaining provision and application independently of the affected provision or application.

THIS **CLLO-2026-1015-04** *"GAMING ORDINANCE" ADOPTED AT A MEETING OF THE TWENTY-ONE (21) MEMBER TRIBAL COUNCIL OF THE LUMBEE TRIBE OF NORTH CAROLINA WHERE* **16** *MEMBERS WERE PRESENT, CONSTITUTING A QUORUM, THIS THE 15TH DAY OF OCTOBER 15, 2026 BY A VOTE OF* **14** *YES* **2** *NO, AND* **0** *ABSTENTION(S),* **0** *RECUSE(S).*

10/16/2026

ATTEST: ALBERT ALEXANDER BAKER *DATE*
Speaker, Lumbee Tribal Council of the Lumbee Tribe of North Carolina

Chocajuana Oxendine (signed electronically 10/16/26) 10/16/26

ATTEST: CHOCAJUANA OXENDINE *DATE*
Secretary, Lumbee Tribal Council of the Lumbee Tribe of North Carolina

10/23/26

ATTEST: JOHN L. LOWERY *DATE*
Chairman, Lumbee Tribe of North Carolina

POSTING

THIS CLLO-2026-1015-04 *"GAMING ORDINANCE", duly posted on the 16th day of October 2026.*

10/16/26

ATTEST: MATTHEW S. ROLLER *DATE*
Tribal Clerk Designee, Lumbee Tribe of North Carolina

ROLL CALL VOTES TO ADOPT

CLLO-2026-1015-04

"GAMING ORDINANCE"

OCTOBER 15, 2026

14 , FOR 2. , AGAINST, 0 ABSTENTION(S)

District 1:	Billy Oxendine	ABSENT
District 2:	Graylen Mitchell	NO
District 3:	Harold Smith	NO
District 4:	Jody Bullard	YES
District 5:	Carrington Locklear	YES
District 6:	Larry Chavis	ABSENT
District 7:	Rubalena Locklear	YES
District 8:	Kathy Hunt	YES
District 9:	Johnny Bell	YES
District 10:	Bobby Emanuel	YES
District 11:	Chocajuana Oxendine	YES
District 12:	Josephine Doss	YES
District 13:	Alex Baker	YES
District 14:	Homer Fields	YES
District 15:	Sharon Hunt	ABSENT
District 16:	Nanci Locklear	ABSENT
District 17:	Sandra Dial	ABSENT
District 18:	Mary Locklear	YES
District 19:	Larry Soles	YES
District 20:	Rudy Locklear	YES
District 21:	Eric Chavis	YES

Lumbee Tribe of North Carolina

The Desk of the Tribal Clerk

Certification of Ordinance

Tribal Ordinance: **CLLO-2026-1015-04**

Posted Date: 10/16/2026

Presented to Tribal Chairman for Review: 10/16/2026

Certification Date: 10/23/2026

John L. Lowery — 10/23/26 (Date)

Tribal Chairman of the Lumbee Tribe of North Carolina

Melissa Hunt — 10/23/26 (Date)

Melissa Hunt

Tribal Clerk Designee of the Lumbee Tribe of North Carolina

LUMBEE TRIBE TRIBAL CLERK OF NORTH CAROLINA