

2012-ORD-00_

**MASHPEE WAMPANOAG TRIBAL GAMING AUTHORITY
ORDINANCE**

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The Mashpee Wampanoag Tribal Council does ordain as follows:

Section 1. AUTHORITY AND PURPOSE.

- (a) Article V, Section 2 of the Constitution vests the Tribal Council with all executive and legislative powers of the Tribe. Article VI, Section 2B of the Constitution empowers the Tribal Council to establish a basic departmental structure for the executive branch of the Tribe with a delegation of appropriate powers to any subdivision or agency so established. Article VI, Section 2C expressly authorizes the Tribal Council to establish procedures and ordinances for the conduct of all tribal government business, and Section 2(k) of Constitution gives to the Tribal Council the power to create or provide by ordinance for “organizations,” including public or private corporations and to regulate the organizations by ordinance.
- (b) The purpose of this Ordinance is to create an agency and organizational structure within and as a part of the tribal government of the Tribe that will (a) on behalf of the Tribe, develop, construct, maintain and improve all Gaming Facilities; (b) operate and manage the Gaming Enterprise, subject to any Third Party Manager’s rights and duties; (c) to the

extent set forth in this Ordinance, own all personal, real, tangible and intangible property (other than land held in trust for the Tribe by the United States of America) constituting a portion of the Gaming Facilities owned by or on behalf of or leased to any Tribal Party, and (d) subject to the grant of powers and limitations set forth herein, to exercise on behalf of the Tribe all incidents of tribal sovereignty and powers related to the foregoing while providing insulation to the tribal government and members of the Tribe from liabilities and obligations arising from the Gaming Enterprise.

Section 2. **DEFINITIONS.** The following terms, when capitalized and used in this Ordinance, shall have the following meanings:

“Authority” means the Mashpee Tribal Gaming Authority established by this Ordinance.

“Board of Directors” means the Board of Directors of the Authority referred to in this Ordinance.

“Compact” means a tribal-state compact within the meaning of IGRA or any other government-to-government agreement between a Tribal Party and the Commonwealth of Massachusetts regulating gaming, as amended from time to time.

“Constitution” means the Constitution of the Mashpee Wampanoag Tribe, approved by certain members of the Tribe on June 26, 2004, as duly amended from time to time.

“Excluded Tribal Activity” means any activity, business or undertaking of any Tribal Party (other than the Authority) determined by a duly adopted written resolution of the Tribal Council to be excluded from the definition of Gaming Enterprise.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants and, as applicable, the Financial Accounting Standards Board or the Governmental Accounting Standards Board (including, in each case, any successors) or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“Gaming” means (a) the conduct of class II gaming as defined in IGRA or class III gaming as defined in IGRA, (b) dealing, operating, carrying on, conducting, maintaining or exposing any game for pay.

“Gaming Enterprise” means the conduct of Gaming on behalf of any Tribal Party, and all related commercial activities of any Tribal Party undertaken in connection therewith for providing food and beverages, lodging, entertainment or retail sales, and any commercial activity undertaken by or on behalf of any Tribal Party in support of the foregoing or related thereto or accounted for as operations of the Gaming Enterprise or Authority on the financial statements of the Gaming Enterprise or the Authority, prepared in accordance with GAAP, but not including any Excluded Tribal Activity.

“Gaming Enterprise Assets” means all Gaming Facilities and all other real, personal, tangible and intangible property (including revenues) owned by or leased to any Tribal Party (including property owned by the United States in trust for a Tribal Party) and used in connection with or derived from the Gaming Enterprise or required under GAAP to be reflected as assets on the balance sheet of the Gaming Enterprise or the Authority.

“Gaming Facilities” means any casino and all other facilities (or portions thereof) primarily used in connection with the Gaming Enterprise that are owned by or on behalf of, or leased to, any Tribal Party, or to which any Tribal Party has a right of possession, together with all rights appurtenant thereto, including any Gaming Area and any other non-Gaming structure related to the Gaming area, including, but shall not be limited to, hotels, restaurants or other amenities.

“Gaming Ordinance” the 2012-ORD-002, entitled “Tribal Gaming Ordinance” of the Tribe, as amended, supplemented, restated or replaced from time to time, including all regulations promulgated by the Mashpee Wampanoag Tribal Gaming Commission named therein (or any successor).

“IGRA” means the Indian Gaming Regulatory Act of 1988, as amended from time to time, and all regulations promulgated thereunder.

“Ordinance” means 2012-ORD-00__, captioned “Mashpee Wampanoag Gaming Authority Ordinance,” as duly amended or modified from time to time.

“Tribal Council” means the Tribal Council described in the Constitution.

“Tribal Party” means the Tribe or any division, subdivision, branch, department, bureau, commission, board, agency, instrumentality, enterprise, business or legal entity wholly-owned or solely controlled, directly or indirectly, by the Tribe, including the Authority.

“Third Party Manager” means any person other than the Authority who manages all or any portion of the Gaming Enterprise.

“Tribe” means the Mashpee Wampanoag Tribe, a federally recognized sovereign Indian tribe.

Section 3. **ESTABLISHMENT; GENERAL CHARACTERISTICS.**

- (a) Within the governmental structure of the Tribe, and subject to all powers and authority granted to the Tribal Council and the Tribal Judiciary and the Constitution and laws of the Tribe, there is hereby established an agency of the Tribe named the “**Mashpee Wampanoag Tribal Gaming Authority**”.
- (b) The Authority shall be a part of the executive branch of the Tribe’s government, deemed wholly-owned by the Tribe without stock, membership or other evidences of ownership.

- (c) The Authority shall enjoy all sovereign privileges possessed by the Tribe with respect to immunity from suit and other legal process to which it has not consented.
- (d) The Authority shall enjoy the same status as the Tribe with respect to all federal, state and local taxation, jurisdiction and regulation.
- (e) The Authority shall have perpetual existence.
- (f) The Authority shall have as its principal place of business such location within the Commonwealth of Massachusetts as the Board of Directors shall determine from time to time.
- (g) At all times for the purposes of the Gaming Enterprise the Authority shall have the right to occupy, access, use and enjoy any interest (including beneficial interest) in real property to the same extent that the Tribe may do so.

Section 4. LIMITATIONS.

- (a) The Authority shall not revoke any waiver of sovereign immunity, any consent to jurisdiction or any a waiver any rights in respect of a tribal court or other forum or jurisdiction validly given by the Authority if the Board of Directors has authorized such waivers or consent to be irrevocable.
- (b) The Authority shall not take any action to limit or impair any right or remedy regarding a written contract that has been validly entered into by the Authority and is otherwise in effect, to the extent such action, if taken by a state with respect to a contract of a state, would violate Article I, section 10, clause 1 of the Constitution of the United States (the so-called “contract clause”).
- (c) The Authority shall have no power to exercise any regulatory or legislative power; and shall have no power to grant, issue, revoke, suspend or deny any license required under the Gaming Ordinance or to determine the suitability of any license applicant or licensee.
- (d) Notwithstanding any other provision in this Ordinance, neither the Authority nor the Board of Directors shall, without the consent of the Tribal Council evidenced by a written resolution, have the power to:
 - (i) on behalf of any Tribal Party other than the Authority, waive sovereign immunity, consent to dispute resolution of any nature, or consent to any jurisdiction or regulation;
 - (ii) create or consent to the creation of any mortgage lien on or lease of real property;
 - (iii) enter into any government-to-government contract; or

- (iv) enter into any agreement with a Third Party Manager for the management of all or any portion of the Gaming Enterprise.

Section 5. ABILITY TO SUE AND BE SUED; LIMITED WAIVERS OF SOVEREIGN IMMUNITY AND RELATED MATTERS.

Subject to Section 4 of this Ordinance:

- (a) By duly adopted written resolution duly of the Board of Directors, the Authority shall have the right and ability to sue and to be sued in its name (any not in the name of any other Tribal Party), and to submit to arbitration, mediation or alternative dispute resolution procedures in respect of any forum, venue or jurisdiction with respect to any controversy, claim, liability, obligation or other matter. Notwithstanding the foregoing, the Authority shall be subject to suit, arbitration, dispute resolution or other legal process in any forum, venue or jurisdiction (whether pursuant federal, state, local or tribal laws (including laws of the Tribe)) only if by a duly adopted written resolution the Board of Directors expressly consents to the material terms thereof or terms substantially similar thereto (which terms may be set forth in one or more forms of written contracts, instruments or documents available for review by members of the Board of Directors in attendance at any meeting of the Board of Directors).
- (b) By duly adopted written resolution of the Board of Directors, the Authority may waive any and all rights to have any controversy, claim, liability, obligation or other matter heard or considered by any court or other dispute resolution forum of the Tribe and may agree not to seek, commence or maintain any action in such court or forum.
- (c) By duly adopted written resolution of the Board of Directors, the Authority may consent to have the law of any jurisdiction govern any contract entered into by the Authority.
- (d) Except as expressly provided in this Section 5, solely by the adoption of this Ordinance the Tribe is not authorizing any waiver of the sovereign immunity of any Tribal Party in any respect of any matter whatsoever or consenting to the jurisdiction of any court, arbitration, legal processes or dispute resolution procedure.

Section 6. AUTHORITY OFFICERS AND BOARD OF DIRECTORS.

- (a) The Authority shall be governed by a Board of Directors of up to five members.
- (b) Subject to Section 6(k) of this Ordinance, the members of the Board of Directors shall consist of the following:
 - (i) all individuals duly serving from time to time as the Chairperson or Treasurer of the Tribal Council (as those offices are described in the Constitution); any change in the individuals holding one of the foregoing offices of the Tribal shall result in an automatic corresponding change in the membership (and office) for the Board of directors; and

- (ii) up to three additional individuals (if any) duly serving as members of the Tribal Council, such appointment to be at the pleasure of the Tribal Council and lasting only so long as these additional individuals are serving on the Tribal Council.

(c) Subject to Section 6(k) of this Ordinance:

- (i) any individual then duly serving as the Chairperson of the Tribal Council shall automatically serve as the President of the Board of Directors;
- (ii) any individual then duly serving as the Treasurer of the Tribal Council shall automatically serve as the Treasurer of the Board of Directors; and
- (i) the Tribal Council may designate as the Vice-President and/or Secretary of the Board of Directors any person not serving as President or Vice-President of the Board of Directors.

Each officer of the Authority shall have such duties and privileges with respect to the Authority as are accorded to an officer holding the same office with respect to the Tribe, except as may be otherwise provided in bylaws duly adopted by the Board of Directors.

- (d) Meetings of the Board of Directors shall be held at such times and places as the President shall determine from time to time, provided that unless waived by all members of the Board of Directors then serving or as required to respond to exigent circumstances, the President shall provide to each member in writing (including by e-mail) or orally (including by telephone) not less than forty-eight hours notice of such meeting.
- (e) All actions of the Board of Directors shall be made only with the approval of a majority of members of the Board of Directors in attendance physically or, if all members physically in attendance or attending by telephone are able to hear and communicate with all other members attending either physically or by telephone, by telephone, for which there is a quorum.
- (f) A quorum shall consist of three members of the Board of Directors.
- (g) Meetings and actions by the Board of Directors shall be subject to the same rules and procedures as meetings and actions by the Tribal Council except as otherwise provided to the contrary in this Ordinance or by rules bylaws adopted by the Board of Directors.
- (h) Notwithstanding the foregoing, any action that may be taken by the Board of Directors at a meeting described in this Section 6 may be taken by a written action signed by all members of the Board of Directors at the time serving.
- (i) Except if approved by a majority of the members of the Board of Directors, any meeting of the Board of Directors shall not be open to all members of the Tribe.

- (j) Except as approved by the Tribal Council, no member of the Board of Directors shall receive separate compensation for serving on the Board of Directors.
- (k) Each member of the Board of Directors shall be entitled to such indemnification and insurance as against such claims and liabilities as is approved by the Board of Directors. Each member of the Board of Directors shall be entitled to reimbursement for such costs and expenses incurred by the member as all officers of the Tribal Council are entitled.
- (l) The Board of Directors may adopt, amend or repeal rules and bylaws, including emergency rules and bylaws to the extent not inconsistent herewith.
- (m) The Board of Directors may appoint any one or more members of the Board of Directors or create any one or more divisions, committees or boards reporting to the Board of Directors, exercising such powers of the Authority as the Board of Directors shall expressly delegate. Any exercise of such powers expressly delegated by the Board of Directors may be exercised without the need of a further meeting of the Board of Directors.
- (n) Notwithstanding any other provision of this Section 6, no individual shall serve on the Board of Directors in any capacity whom the Tribal Council determines is unsuitable because the individual's prior activities, criminal record, reputation, habits, or associations pose an unacceptable risk to the integrity, reputation, financial condition, operations or regulation of the Gaming Enterprise; provided that such determination shall be made only after the individual is given a fair opportunity before the Tribal Council to be heard on this subject (with any such proceedings not required to be open to the public if so requested by the individual). Any individual who within the preceding ten years has been convicted of a crime punishable by death or imprisonment in excess of one year (and whose criminal record with respect thereto has not been expunged) presumptively shall be deemed unsuitable. The position of any individual who is determined by the Tribal Council to be unsuitable to serve on the Board of Directors by this Section 6(n) may, but need not, be filled by the appointment to such position by the Tribal Council of any other individual then servicing on the Tribal Council, such appointment to be at the pleasure of the Tribal Council and lasting only so long as this other individual is serving on the Tribal Council. If an officer of the Board of Directors is appointed to another officer position pursuant to this Section 6(n), the Tribal Council shall determine who, if anyone, on the Board of Directors should fill that officer's original position. A single individual may hold any two offices on the Board of Directors other than as President and Vice-President, pursuant to appointment under this Section 6(n).

Section 7. **REPORTS.**

- (a) The Board of Directors shall keep records of all meetings and actions taken by it, and such records may be viewed by or on behalf of any member of the Tribal Council at any reasonable time upon reasonable notice to the Secretary or the President of the Board of Directors.
- (b) After construction commences on the first Gaming Facility (including improvements to land related thereto), but before the first opening of a Gaming Facility, the Board of Directors shall promptly provide or cause to be provided to the Tribal Council all development and construction budgets agreed on by the Authority and any developer of a Gaming Facility, including any material amendments thereto.
- (c) After the first opening of a Gaming Facility, the Board of Directors shall promptly provide or cause to be provided to the Tribal Council, the following:
 - (i) Within 120 days after the end of each fiscal year, annual audited financial statements of the Authority or the Gaming Enterprise prepared in accordance with GAAP;
 - (ii) Within 45 days after the end of each fiscal quarter the Authority (including the last quarter of a fiscal year), unaudited financial statements prepared in accordance with GAAP, except that footnotes need not be provided; and
 - (iii) Promptly after the Authority and any Third Party Manager shall have agreed on the same, all operating and capital budgets for the Gaming Enterprise, as well as any amendments thereto.
- (d) Upon request of the Tribal Council, the Authority shall provide to the Tribal Council all written reports prepared by a Third Party Manager for the Board of Directors.
- (e) Upon request of the Tribal Council, the Authority shall provide to the Tribal Council such other reports, documentation and information within the possession or control of the Authority.
- (f) Within a reasonable time after the occurrence of any event or condition posing a material threat to the successful development, design, construction, equipping or financing of any Gaming Facility or the operation or financial condition of the Gaming Enterprise, the Authority shall apprise the Tribal Council of the same.

Section 8. **ASSETS OF THE AUTHORITY.**

- (a) To the extent not inconsistent with any federal law or the Compact, the Authority shall own or shall under the laws of the Tribe be deemed to own, with full power of acquisition, disposition or encumbrance, all Gaming Enterprise Assets other than any interest in real property.

- (b) Following the first enactment of this Ordinance, the Authority and the Tribe shall diligently work together to cause all Gaming Enterprise Assets to be held in the name of the Authority.
- (c) Following the first enactment of this Ordinance, the Authority and the Tribe shall diligently work together to cause all obligations of the Tribe under any contracts with any party pursuant to which a claim may be asserted against Gaming Assets or which relate to the development, design, construction, equipping or financing of a Gaming Facility (including services related to negotiating and entering into a Compact or transferring land into trust with the United States), to be assigned to and assumed by the Authority, except to the extent that (i) such obligations relate to the exercise of legislative or judicial powers, (ii) such obligations can be enforced against assets of a Tribal Party other than the Authority, (iii) the contract does not permit or another party to the contract objects to such assignment and assumption, (iv) the obligation is in the nature of a guarantee by the Tribe of the Authority's performance, or (v) such assignment or assumption is not lawful under tribal or federal law.
- (d) Notwithstanding the foregoing, any government-to-government agreement between a Tribal Party and another federal, state or local government need not be assigned to and assumed by the Authority.

Section 9. **POWERS.** In addition to powers of the Authority set forth in Sections 5, 8 or otherwise in this Ordinance, and except as otherwise limited in this Ordinance, including Section 4, federal law or the Compact:

- (a) As between the Authority and any other Tribal Party, the Authority in its own name shall have the exclusive power to do any and all things necessary or desirable in connection with the development, design, construction, equipping, lease, operation, management, maintenance, and promotion of the Gaming Facilities and the operation or conduct of the Gaming Enterprise; provided that the Authority may contract for development and management services with a third party in respect thereof.
- (b) Without limiting the power of the Authority under Section 9(a) of this Ordinance, the Authority shall have the following express powers with respect to the Gaming Enterprise and the development, design, construction, equipping, financing and maintenance of any Gaming Facility or expansion or improvement thereto:
 - (i) to acquire, develop, construct, own, lease, mortgage, encumber, convey, operate, manage, promote, finance and otherwise deal in or with any interest in the Gaming Facilities or any other Gaming Assets, including expansions and enlargements thereof or improvements thereto;
 - (ii) to hire, fire, discipline or appoint employees, contractors, consultants, attorneys and accountants or other agents of the Authority, prescribe their duties and compensation, and indemnify the same;
 - (iii) to enter into any agreement or contractual arrangement with any person, public or private, including another Tribal Party;

- (iv) to make all decisions as an owner of the Gaming Assets and Gaming Enterprise under any agreement providing for the management, development or financing of a Gaming Facility;
- (v) to obtain insurance in any amounts related to any risks, including officer's and director's insurance;
- (vi) to incur indebtedness of any nature on any terms (including the maturities and interest rates thereof), owing to any person, that is unsecured or payable from or secured by a lien or other encumbrance on any interest in Gaming Assets (other than interests in real property);
- (vii) to enter into interest rate protection agreements, commonly known as swap agreements;
- (viii) to lend money, extend credit, invest and reinvest funds, and take and hold real and personal property as security for the payment of funds so loaned or invested;
- (ix) to distribute and transfer any revenues or other Gaming Enterprise Assets to another Tribal Party;
- (x) to open and maintain in such banks or other financial institutions as deemed appropriate, deposit accounts and securities accounts, and to designate authorized signers with respect thereto;
- (xi) to purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, employ, sell, lend, lease, exchange, transfer or otherwise dispose of, pledge, use and otherwise deal in and with third party stocks, bonds, indebtedness, securities or debt or equity investments of any nature;
- (xii) to make donations to others;
- (xiii) to form and hold interests in any other type of entity and to enter into joint venture arrangements;
- (xiv) to utilize any agents, employees and facilities of another Tribal Party for in-kind services, paying the other Tribal Party any mutually agreed upon consideration; and
- (xv) to take such further actions as are commonly engaged in by public bodies similar to the Authority as the Board of Directors may deem necessary, desirable or convenient to effectuate any or all of the purposes of this Ordinance.

Section 10. AUTHORITY AND TRIBE PROTECTIONS

- (a) No obligation or liability of the Authority or the Gaming Enterprise of any nature, whether arising by reason of contract, tort, law, equity or otherwise, shall constitute or be accounted for as an obligation or liability of or shall be enforceable or constitute a basis for a claim against any property (real, personal, tangible and intangible) of any Tribal Party other than the Authority, except as otherwise expressly provides in a duly adopted written resolution of the Tribal Council, and except for Gaming Enterprise Assets constituting personal property owned or held by a Tribal Party other than the Authority.
- (b) No obligation or liability of any Tribal Party other than the Authority, whether arising by reason of contract, tort, law, equity or otherwise, shall constitute or be accounted for as an obligation or liability of or shall be enforceable or constitute a basis for a claim against any the Authority or any Gaming Enterprise Assets, except as otherwise approved to the contrary by the Board of Directors or required under federal laws.
- (c) Subject to Section 12(b) of this Ordinance, all Gaming Assets shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgment against the Authority be a charge or lien upon such property; provided that Section 10(c) shall not apply to or limit the right of any person to pursue any remedies for the enforcement of any claim such person is permitted to assert as against the Authority or any Gaming Assets pursuant to a valid waiver of sovereign immunity of the Authority.

Section 11. ACCOUNTING MATTERS

- (a) The fiscal year of the Authority shall be the same as the fiscal year of the Tribe.
- (b) The Board of Directors shall establish or cause to be established accounting system that permits the preparation of Authority and the Gaming Enterprise financial statements in accordance with GAAP, IGRA, the Compact and federal law.
- (c) The Authority shall use all commercially reasonable efforts to cause all financial statements required by IGRA, the Compact and federal to be prepared on a timely basis and submitted to the appropriate governmental authorities and the Tribal Council.
- (d) The Authority shall establish a system of internal controls for the Gaming Enterprise to the extent required by the Gaming Ordinance, federal law or the Compact.
- (e) The books, records and property of the Authority shall be available for inspection at all reasonable times by authorized representatives of the Tribal Council.

Section 12. INDEMNIFICATION

- (a) Except as limited by any agreement entered into by the Authority and approved by the Tribal Council, the Authority shall (i) indemnify, save and hold harmless the

Tribe and its agents and employees from any and all claims arising out of its activities, (ii) defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of its activities, and (iii) reimburse any expense which may be incurred by the Tribe to defend any such claim until the Authority assumes such defense; provided, however, that the Tribe shall have the right, but not the obligation, to participate, at the Authority's expense, in any settlement, compromise or litigation thereof through counsel of its own choice and shall have the right to direct and control the negotiations, settlement and litigation if the same shall have a direct effect upon the Tribe.

- (b) Except as limited by any agreement entered into by the Authority and approved by the Tribal Council, the Authority shall indemnify, save and hold harmless the members of the Board of Directors and officers of the Authority, or any person acting at their official direction, if any one of them is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Board of Directors member or officer, or person acting at their official direction, against expenses (including attorneys' fees), judgments, fines and amounts paid in connection with such action, suit or proceeding, if such person had no reasonable cause to believe that his or her conduct was unlawful; provided, however, that no indemnification shall be made for which such person shall have been adjudged to be liable for willful misconduct or a violation of the criminal law in the performance of such person's duty to the Authority, unless, and then only to the extent that, the court in which such action or suit is brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

Section 13. BOND. The Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers as determined by the Board of Directors.

Section 14. DISSOLUTION OR LIQUIDATION

- (a) Upon the termination, dissolution or final liquidation of the Authority, none of the property of the Authority or any Gaming Assets, nor any proceeds thereof, shall be distributed to or divided among any of the member or officers of Board of Directors, nor inure to the benefit of any individual.
- (b) Upon the termination, dissolution or liquidation of the Authority, after all liabilities and obligations of the Authority and the Gaming Enterprise have been paid, satisfied and discharged, or adequate provision made therefor, all remaining property and assets of the Authority and the Gaming Enterprise shall be distributed to the Tribe.

Section 15. REPEALER. Subject to the contractual rights of any party to an existing contract binding on a Tribal Party and any limitations arising from the Constitution, all ordinances, laws (other than the Constitution), judgments, decisions, orders, resolutions, rules, regulations or other actions, or any part or provision thereof, of any Tribal Party, or any of the officers, employees, or agents of the foregoing, whether written, unwritten or established by tradition, that are in effect as of the date hereof and that are in conflict or inconsistent with the terms of this Ordinance are hereby repealed and annulled to the extent of such conflict or inconsistency, and this ordinance shall supersede the same.

Section 16. SEVERABILITY. If any section, subsection, paragraph, sentence, or other portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 17. EFFECTIVE DATE. This ordinance shall take effect immediately and be enforced from and after its passage in accordance with the Constitution and laws of the Tribe.

CERTIFICATION

We, the undersigned Chairperson and Secretary of the Tribal Council of the Mashpee Wampanoag Tribe, hereby certify that the Tribal Council is composed of 13 members of whom _____ constituting a quorum, were present at a meeting thereof, duly and regularly called, noticed, convened and held on the _____ day of _____, 2012, and that the foregoing Ordinance was duly adopted by the affirmative vote of _____ members, with _____ opposing, and with _____ abstaining.

DATED THIS _____ day of _____, 2012.

Cedric Cromwell, Chairperson
Mashpee Wampanoag Tribe

ATTEST:

Marie Stone, Secretary
Mashpee Wampanoag Tribe

CERTIFICATION OF POSTING

This is to certify that the Ordinance titled 2012-ORD-00_, "MASHPEE WAMPANOAG TRIBAL GAMING AUTHORITY ORDINANCE," has been posted in accordance with 2009-ORD-003, Regulating Adoption, Amendment or Repeal of Ordinances and Resolutions, and 2009-ORD-007, Meetings of the Tribal Council.

DATED this _____ day of _____, 2012.

Cedric Cromwell, Chairperson
Mashpee Wampanoag Tribe

Marie Stone, Secretary
Mashpee Wampanoag Tribe