

FILED

SEP 18 2015

OKLAHOMA SECRETARY
OF STATE

**FIRST AMENDMENT TO
AGREEMENT BETWEEN QUAPAW TRIBE OF OKLAHOMA AND THE STATE OF OKLAHOMA FOR
REMEDICATION OF CONTAMINATED PROPERTIES AT THE TAR CREEK SUPERFUND SITE**

The Quapaw Tribe of Oklahoma (Tribe) and the State of Oklahoma (State) entered into an Agreement, effective May 1, 2015, for remediation of contaminated properties at the Tar Creek Superfund Site.

The Tribe and State mutually agree to amend the Agreement pursuant to Article 8 of the Agreement which provides for amendments by an instrument in writing, signed and dated by the parties and appended to the original Agreement.

This First Amendment deletes the existing Article 2 in its entirety and replaces it with new language as follows:

ARTICLE 2

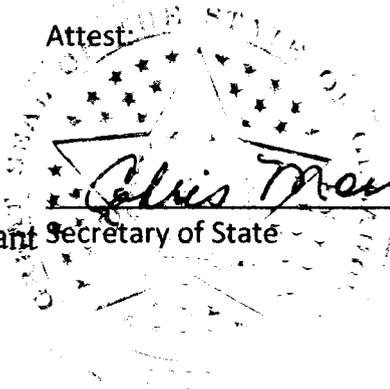
COSTS FOR REMEDIATION OF CONTAMINATED PROPERTIES. Oklahoma Department of Environmental Quality (DEQ) received approximately Two Million (\$2 million) Dollars in funding from EPA in 2014 to characterize and remediate properties that are part of the Tar Creek OU 4 Superfund Site as defined in the ROD. A Work Plan (2014 Work Plan), dated March 6, 2014, and revised on April 16, 2014 and August 28, 2014, and Negotiated Site-Specific Costs were made a part of the original Agreement. The 2014 Work Plan concerns remedial action for Operable Unit 4, Distal 6a. As of the date of this Amendment, work continues under the 2014 Work Plan and will continue until it is completed under the terms of the original Agreement.

DEQ has received an additional Three Million (\$3 million) Dollars (approximate) in funding from EPA to characterize and remediate additional properties that are also part of the Tar Creek OU 4 Superfund Site as defined in the ROD. A new Work Plan (2015 Work Plan), dated July 9, 2015, and costs specific to the Unrestricted Tier 1 Beaver Creek Project, have been prepared and are attached and are hereby made a part of this First Amendment. The Tribe will commence work under this 2015 Work Plan upon execution of this First Amendment and preparation of a purchase order by DEQ consistent with the un-amended terms of the original Agreement.

IN WITNESS WHEREOF, the STATE OF OKLAHOMA and the QUAPAW TRIBE OF OKLAHOMA have caused this Agreement to be executed and effective on the date of the last signature.

STATE OF OKLAHOMA

Mary Fallin 9-18-15
MARY FALLIN, GOVERNOR DATE

Attest:

Colin Munn
Assistant Secretary of State

QUAPAW TRIBE OF OKLAHOMA

John L. Berrey 9/14/15
JOHN L. BERREY, CHAIRMAN DATE