

**SECOND AMENDMENT TO THE  
TRIBAL/STATE COMPACT  
FOR CLASS III GAMING  
Between the  
SNOQUALMIE INDIAN TRIBE  
and the  
STATE OF WASHINGTON**

**INTRODUCTION**

The SNOQUALMIE INDIAN TRIBE (hereafter “Tribe”) and the STATE OF WASHINGTON (hereafter “State”) entered into a Class III gaming compact on February 11, 2002 pursuant to the Indian Gaming Regulatory Act of 1988 (hereafter “I.G.R.A.”). The Tribe and the State amended that compact by mutual agreement on March 30, 2007. At the request of the Tribe, the Tribe and the State entered into negotiations for further amendments to the compact. The parties have reached agreement on compact amendments as set forth in this document. The parties believe the conduct of Class III gaming under the terms and conditions set forth below will, from a regulatory perspective, benefit the Tribe and the State and protect the members of the Tribe and the citizens of the State consistent with the objectives of I.G.R.A.

**COMPACT AMENDMENTS**

**1. Section II, G, J through L, and N are amended to read as follows:**

G. “Compact” means this Class III Tribal-State Gaming Compact, together with its amendments.

J. “Gaming Employee” means any individual employed in the operation or management of gaming in connection with the Tribe’s gaming operation or ~~facility~~ facilities, whether employed by or contracted to the Tribe or by or to any person or enterprise providing gaming operation and management services to the Tribe, including, but not limited to, gaming operation managers and assistant managers, accounting personnel, surveillance and security personnel, cashiers, dealers or croupiers, box men, floor men, pit bosses, shift bosses, cage personnel, collection personnel, gaming consultants, pari-mutuel clerks, management companies and their principals, and any person whose employment duties require or authorize access to areas of ~~the a~~ a gaming facility related to gaming which are not otherwise open to the public, or to areas designated by the Tribal and State Gaming Agencies.

K. “Gaming Facility” or “Gaming Facilities” means the building or buildings or portion thereof in which Class III Gaming activities are conducted as authorized by this Compact.

L. “Gaming Operation” or “Tribal Gaming Operation” means the gaming enterprise or enterprises operated by the Tribe in accordance with this Compact.

N. “Gaming Services” means the providing of any goods or services to the Tribe, whether on or off site, directly (or indirectly) in connection with the operation of Class III gaming in a any Gaming Facility, including equipment, maintenance or security services for ~~the a~~ a Gaming Facility. Gaming services shall not include professional legal and accounting services.”

**2. Section III, A, E through L, and N and O are amended to read as follows:**

“A Scope of Class III Gaming Activities. The Tribal gaming operation may utilize in its Gaming Facilities, subject to the provisions of this Compact, any or all of the following Class III activities:

1. Baccarat;
2. Beat My Shake;
3. Beat the Dealer;
4. Blackjack (to the extent not played as a Class II game);
5. Caribbean Stud;
6. Chemin De Fer;
7. Chuck-a-luck;
8. Craps;
9. 4-5-6;
10. Horses (stop dice);
11. Horse Race;
12. Let It Ride;
13. Money-wheel;
14. Satellite (off-track) wagering on horse races, subject to Appendix B;
15. Over/Under Seven;
16. Pai-gow (to the extent not played as a Class II game);
17. Poker (to the extent not played as a Class II game);
18. Red Dog;
19. Roulette;
20. Ship-Captain-Crew;
21. Sic-Bo;
22. Sports Pools, subject to Appendix B;
23. Sweet Sixteen;
24. Punchboards and Pull-tabs (to the extent not played as Class II games), subject to Appendix B;
25. Washington State Lottery tickets, subject to Appendix B;
26. Keno;
27. Any Pull-tab dispenser (to the extent not played as a Class II game), approved by the Washington State Gambling Commission; and
28. Any gambling device as defined under the Johnson Act, which is approved by the Washington State Gambling Commission.
29. Tribal Lottery Systems. Tribal Lottery Systems operated in conformity with Appendix X and X2 are hereby authorized.
30. Any electronic gambling device (EGD) as defined herein and under the Johnson Act, as set forth in Appendices X, X2 and Y to this Compact.

E. Authorized Gaming Operation and Facility Facilities. The Tribe may establish ~~one~~ two Class III Gaming Facility Facilities, on trust land within or contiguous to the boundaries of its initial reservation land as acknowledged by the Secretary of the Interior under the Federal Acknowledgement process, for the operation of any Class III games authorized

pursuant to this Compact, and shall give the State Gaming Agency at least sixty (60) days' notice of any intention to relocate its Class III gaming activities to another facility.

F. Forms of Payment. All payment for wagers made in authorized forms of Class III gaming conducted by the Tribe on its Reservation, including the purchase of chips or tokens, for use in wagering, shall be made by cash, cash equivalent, credit card or personal check. Except for said use of credit cards, no credit shall be extended to any patron of the Gaming Facility Facilities for gaming activities.

G. Size of Gaming Floor. The actual size of the gaming floor devoted to Class III activities within ~~the~~ each Gaming Facility shall be determined by the Tribe.

H. Number of Gaming Stations. During the first ~~six~~ twelve months of operation ("phase one"), the maximum number of Class III gaming stations shall not exceed thirty-one (31) plus, at the option of the Tribe, one (1) additional gaming station (~~the "non-profit station~~ "Nonprofit Station"). The proceeds from the ~~non-profit Nonprofit sStation~~ Station shall be dedicated to support non-profit organizations and their activities located within the City of Snoqualmie, King County or the State of Washington. For the purposes of the determination of "proceeds" from the ~~non-profit all Nonprofit sStation~~ only, proceeds shall mean the net win of the ~~non-profit Nonprofit sStation~~ Station less the pro rata cost of regulation and operation, specifically excluding capital costs. The net win from the ~~non-profit Nonprofit sStation~~ Station is not subject to the community contribution established under Section XIV.C of this Compact. Therefore, the "proceeds" shall equal the net win of the Nonprofit sStation less the costs of regulation and operation, divided by the thirty-two (32) gaming stations. The Tribal Gaming Agency shall set forth regulations concerning the types of bona-fide non-profit organizations and/or the types of projects of such organizations which shall be supported by the ~~non-profit Nonprofit sStation~~ Station. These organizations may not include non-profit organizations affiliated with the Tribe. At the end of ~~six (6)~~ twelve (12) months of continued operation of ~~the a~~ Class III facility, if the Gaming Operation has met the conditions set forth in Section III.K., "phase two" may be implemented, providing, for ~~up to fifty (50) gaming stations plus, at the option of the Tribe, two (2) additional non-profit gaming stations.~~ up to seventy-five (75) gaming stations within one facility and a total of fifty (50) gaming stations within a second facility, and the Tribe has the option to add one (1) additional Nonprofit Station for every twenty-five (25) gaming stations. PROVIDED, that the Tribe is required to obtain transfers of Class III gaming station authorization from another tribe which has entered into a compact with the State for the use of Class III gaming stations as defined in this Compact for any Class III gaming stations, except for Nonprofit Stations, beyond sixty (60) in total for all gaming facilities. PROVIDED FURTHER, that the transfer of Class III gaming station authorization from another tribe shall be effectuated through the use of a "Class III Gaming Station Transfer Agreement" appended hereto as Appendix C of this Compact. The Tribe may operate at phase two limits prior to twelve (12) months of continued operation if the State Gaming Agency grants temporary approval as set forth in subsection III.K(2).

I. Wagering Limitations. During the first ~~six~~ twelve months of operation, wager limits shall not exceed two hundred fifty dollars (\$250). At the end of ~~six (6)~~ twelve (12) months of continued operation, if the gaming operation has met the conditions set forth in Section III.K, "phase two" may be implemented, providing for wager limits of up to five hundred

dollars (\$500). PROVIDED, that the Tribe may implement wager limits of up to five hundred dollars (\$500) prior to ~~six (6)~~ twelve (12) months of continued operation if the State Gaming Agency grants temporary phase two approval, as set forth in subsection III.K(2).

J. ~~Hours of Operation. The maximum number of hours of operation for the Gaming Facility shall be as follows:~~

- ~~1. During the first six months of operation, operating hours may not exceed one hundred twelve (112) hours per week. At the end of six months of continued operation, if the Gaming Facility has met the conditions set forth in Section III.K, “phase two” may be implemented providing for operating hours of up to one hundred forty (140) hours per week.~~
- ~~2. The Gaming Operation shall not operate more than twenty (20) hours per day and shall be closed to the public between the hours of 2:00 a.m. and 6:00 a.m. each day of operation, provided the Tribe may operate the Gaming Facility past the hour of 2:00 a.m., upon mutual written agreement by the State Gaming Agency, the Tribal Gaming Agency, and local law enforcement agencies.~~
- ~~3. Upon thirty (30) days written notice to the State Gaming Agency and with written mutual agreement between the State Gaming Agency and Tribal Gaming Agency, the Tribe may, not more than three (3) times per calendar year, conduct continuous Class III operations for up to seventy two (72) hours. During these three (3) times, the total number of hours the Tribe may operate in one week may exceed 112 or 140 hours, depending on whether Phase II limits have been implemented. The Tribe must bank these additional hours.~~

K. “Phase II” Review & Implementation.

1. After ~~twelve six~~ months of operation of ~~a the~~ Class III Gaming Facility, the State Gaming Agency shall conduct a review of the Class III Gaming Operation to determine Compact compliance and whether the conditions set forth below have been satisfied. If, as a result of the review, the State Gaming Agency determines that the Gaming Operation is in compliance with the conditions set forth below, the Class III Gaming Operation may implement “phase two.” If the State Gaming Agency determines that the Class III Gaming Operation has not satisfied the conditions, any resulting dispute will be resolved through the dispute resolution procedures set forth in section XII.C. of this Compact. Any increase in the number of gaming stations, hours of operation, or wager limits beyond that initially authorized during “phase one” of Class III Gaming Operation shall be conditioned upon the following criteria:

- a. There have been no violation(s) of the provisions of this Compact which have resulted in sanctions imposed by the Federal District Court or the National Indian Gaming Commission;

- b. There have been no violations of the Compact which are substantial or, due to repetition, would be deemed material;
- c. There have been no material adverse impacts on the public health, safety or welfare of the surrounding communities in the nature of criminal activities directly related to the operation of the Class III ~~facility~~ facilities;
- d. The Tribal Gaming Agency has developed a strong program of regulation and control demonstrating an adequate level of proficiency, which includes hiring of trained Tribal Gaming Agents, an independent Tribal Gaming Agency management and reporting structure separate from that of the Gaming ~~Facility~~ Facilities or Tribal government, a thorough and developed system for the reporting of Compact violations, and a strong and consistent presence within ~~the~~ each Class III facility; and
- e. There have been no material violations of Appendices A, B, or X~~2~~ of this Compact.

2. The Tribe may operate at phase two levels upon the opening of the gaming facility or facilities if the Gaming Operation meets certain criteria for temporary phase two approval by the Director of the State Gaming Agency. In lieu of twelve (12) months of continuous operation, the Tribe must demonstrate its compliance with the following requirements prior to the opening of each facility:

- a. The Tribe has satisfied the portions of the phase two review that the State Gaming Agency requires prior to the opening of each Gaming Facility.
- b. The Tribe has satisfied the requirements set forth in subsection III.K(1)(d). In addition, the Tribal Gaming Agency has employed Tribal Gaming Agents trained in audit procedures and will establish its own internal audit program. The Tribal Gaming Agency shall be responsible for regular reviews of the gaming station and Tribal Lottery System checklists.
- c. If, after granting temporary phase two approval, the Director of the State Gaming Agency determines that the Tribe has failed to demonstrate substantial compliance with the requirements of subsection III.K(1), then the Tribe shall operate at phase one levels until the State Gaming Agency gives subsequent temporary or standard phase two approval.

L. Ownership of Gaming ~~Facility~~ Facilities and Gaming Operation. The Gaming Operation, including the Gaming ~~Facility~~ Facilities, shall be owned and operated by the Tribe. The Tribe may, if it chooses, contract for management of the Gaming ~~Facility~~Facilities and Gaming Operation. Any such contract shall subject the manager to the terms of this Compact, including annual certification and licensing.

N. Age Limitations. No person under the age of eighteen (18) shall participate in any Gaming Operation, or be allowed on any ~~the~~ Class III gaming floor authorized by this Compact during actual hours of operation. Persons between the age of eighteen (18) and twenty one (21) years of age may patronize and participate in Class III gaming activities

offered by the Tribe in its Gaming ~~Facility~~Facilities, so long as such patrons do not purchase or consume alcoholic beverages on the premises.

O. Prohibition on Firearms. The possession of firearms by any person within ~~the~~ any Gaming Facility shall be strictly prohibited, and the Tribal Gaming Agency shall post a notice of this prohibition near the entrance to ~~the~~ each Gaming Facility. This prohibition shall not apply to authorized agents or officers of the Tribal Gaming Agency, any Snoqualmie Tribe law enforcement agency, the State Gaming Agency, or state and local law enforcement agencies authorized by law or by a co-operative mutual aid or cross deputization agreement.

**3. Section IV, A, B and D are amended to read as follows:**

A. Gaming Facility Facilities. The Gaming ~~Facility~~ Facilities authorized by this Compact shall be licensed by the Tribal Gaming Agency in conformity with the requirements of this Compact prior to commencement of operation, and annually thereafter to verify ~~its~~ conformity with the requirements of this Compact. Verification that such requirements have been met shall be by the State Gaming Agency and Tribal Gaming Agency and, with respect to the satellite wagering facility and operation only, the Washington Horse Racing Commission, through a joint pre-operation inspection scheduled at least ten (10) days prior to the scheduled opening to the public. If ~~the~~ a Gaming Facility fails to meet such requirements the Tribal or State Gaming Agency must send a written and detailed non-compliance letter and report to the Tribe and Gaming Facility manager, if any, within seven (7) working days after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether the a Gaming Facility meets the requirements, the agencies will meet within seven (7) working days from receipt of the non-compliance letter and work together to resolve concerns. If a dispute regarding this inspection cannot be resolved by the gaming agencies within sixty (60) days, the parties may seek resolution pursuant to Section XII.C of this Compact or by mutual agreement of the parties prior to commencement of the Gaming Operation or at any other such time as needed. The actual costs of final inspection of the ~~facility~~ facilities under this Section shall be the responsibility of the Tribe.

B. Gaming Employees. Every gaming employee shall be licensed by the Tribal Gaming Agency and shall be certified by the State Gaming Agency prior to commencement of employment, and annually thereafter. The Tribal Gaming Agency may immediately issue a license if the employee has a current State Gaming license or Class III gaming certification issued by the State Gaming Agency, the State Gaming Agency certifies that the prospective employee is in good standing, and the employee consents to disclosure of records to the Tribal Gaming Agency of all information held by the State Gaming Agency. If Class II and Class III table games are combined in the same room in ~~the~~ a Gaming Facility the parties agree that this could impact the regulatory scheme established under this Compact. In such event, the Class II table gaming employees in such room shall be certified as if they were Class III gaming employees. This provision shall not be applicable to employees only engaged in activities related to bingo, pull-tabs, or punchboards.

D. Financiers. Any party who extends or intends to extend financing, directly or indirectly, to the Gaming ~~Facility~~ Facilities or Gaming Operation shall be subject to the annual State certification and licensing requirements of the Tribal Gaming Agency. Such party shall be required to obtain State certification prior to completing the financing agreement, and annually thereafter as long as the financing agreement is in effect. These licensing and certification requirements do not apply to financing provided by a federally regulated commercial lending institution, the Snoqualmie Tribal government, or the Federal Government. The party shall fully disclose the source of all funds required to be disclosed under and in accordance with IGRA and the Tribe shall provide a copy of such disclosures to the State Gaming Agency. If a disclosure regards satellite wagering facilities and activities, the Tribe shall also send a copy to the Washington Horse Racing Commission.

**4. Section V, C.6. and M are amended to read as follows:**

6. The State Gaming Agency will consult with the Tribal Gaming Agency prior to denying certification to such an applicant who does not meet the criteria for certification. For enrolled members of the Tribe who are applicants for Class III gaming certification, and licensing, the State and Tribal Gaming Agencies may waive, by mutual agreement, through a provisional or conditional certification, certain criteria for such enrolled tribal members if the waiver does not pose an appreciable risk to the public or the lawful operation of the Gaming ~~Facility~~ Facilities. If the Tribe can show extenuating circumstances why an enrolled tribal member who does not meet all criteria should be further considered for a provisional or conditional certification, the Tribal and State Gaming Agencies may agree to a temporary certification, based on specific conditions and a further detailed review of the applicant. Additional fees may be required to maintain a conditional or provisional certification, which the Tribe agrees to pay.

M. Summary Suspension of State Certification. The State Gaming Agency, pursuant to the laws of the State, may summarily suspend any State certification if the continued certification constitutes an immediate and potential serious threat to public health, safety or welfare. Provided, the State shall not summarily suspend or revoke the certification of key management personnel who have supervisory responsibilities in the Class III Gaming ~~Facility~~ Facilities solely for failing to comply with procedural requirements of this Compact and any applicable laws incorporated herein. To minimize any potential of jeopardizing the proper operations of the Gaming ~~Facility~~ Facilities, the State Gaming Agency shall discuss its intent to summarily suspend or revoke the certification of any key personnel and the basis for such action with the Tribal Gaming Agency prior to taking any action.

**5. Section VI, A through F are amended to read as follows:**

“A. Tribe. The ultimate responsibility for ensuring the regulation, control and integrity of the gaming authorized by this Compact shall be that of the Tribe. The Tribe shall provide for and oversee the following functions:

1. Ensure the enforcement in the gaming operation, including the facilities, of all relevant laws;

2. Ensure that the gaming operation has adequate policies in place for the physical safety of patrons in the establishment; and
3. Ensure the physical safety of personnel employed by the establishment.

AB. Tribal Gaming Agency. The primary responsibility for the on-site regulation, control and security of the Gaming Operation authorized by this Compact, and for the enforcement of this Compact within the Snoqualmie Tribal Lands, shall be that of the Tribal Gaming Agency and any Snoqualmie law enforcement agency. The Tribal Gaming Agency and/or the Tribe's law enforcement agency shall perform the following functions, as related to the regulation and integrity of gaming:

- ~~1. Enforce in the Gaming Operation all applicable laws and ordinances;~~
- ~~2. Ensure the physical safety of patrons in the Gaming Facility;~~
- ~~3. Ensure the physical safety of personnel employed by the Gaming Operation;~~
41. Ensure the physical safeguarding of assets transported to and from the Gaming Facility and cashier's cage department;
52. Protect patrons and the Gaming Operation's property from illegal activity;
63. To the extent of its jurisdiction, arrest and prosecute or temporarily detain until notification and turnover to the appropriate law enforcement authorities, persons who may be involved in illegal activities; and
74. Record in a permanent and detailed manner any and all occurrences that require evaluation, investigation, or other decision making under the terms of this Compact that happen within ~~the each~~ Gaming Facility. Each ~~incident, without regard to materiality,~~ occurrence shall be assigned a sequential number and, at a minimum, the following information shall be recorded in indelible ink in a bound notebook from which pages cannot be removed and each side of each page of which is sequentially numbered:
  - (a) the assigned number;
  - (b) the date;
  - (c) the time;
  - (d) the nature of the incident;
  - (e) the name, address and telephone number of all persons involved in the incident; and
  - (f) the name and identification number of the security department or Tribal Gaming Agency employee assigned responsibility for recording the occurrence.

**BC.** Tribal Gaming Agents. The Tribal Gaming Agency shall employ qualified agents. Tribal Gaming Agents shall be independent of the Tribal Gaming Operation, and shall be supervised and accountable only to the Tribal Gaming Agency.

**CD.** Reporting of Violations. A Tribal Gaming Agent shall be present in ~~the~~ each Gaming Facility during all hours of such facility's gaming operation authorized under this Compact, and shall have immediate access to any and all areas of the Gaming Operation for the purpose of ensuring compliance with the provisions of this Compact and Tribal Ordinances. Any violation(s) of the provisions of this Compact, or of Tribal Ordinances, by the Tribal Gaming Operation, a gaming employee, or any person on the premises whether or not associated with the Tribal Gaming Operation shall be reported immediately to the Tribal Gaming Agency and forwarded to the State Gaming Agency within seventy-two (72) hours of the time the violation(s) was noted.

**DE.** Investigation and Sanctions. The Tribal Gaming Agency shall investigate any reported, observed or suspected violation of the Compact provisions or other applicable law and shall require the Tribal Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary. The Tribal Gaming Agency shall be empowered by Tribal ordinance to impose fines and other sanctions within the jurisdiction of the Tribe against a gaming employee, or any other person directly or indirectly involved in, or benefiting from, the violation.

**EF.** Reporting to State Gaming Agency. The Tribal Gaming Agency shall forward copies of all completed incident and investigation reports and final dispositions to the State Gaming Agency on a continuing basis. If requested by the Tribal Gaming Agency, the State Gaming Agency shall assist in any investigation initiated by the Tribal Gaming Agency and provide other related investigation services, for which the Tribe agrees to reimburse the State Gaming Agency.

**FG.** Agency Meetings. In order to develop and foster a coordinated relationship in the enforcement of the provisions of this Compact, representatives of the State Gaming Agency and the Tribal Gaming Agency shall meet quarterly during the first year of operation to review existing practices and examine methods to improve the regulatory program created by this Compact. After the first year, the parties shall meet at least annually to discuss these matters. The meetings shall take place at a location selected by the Tribal Gaming Agency. At least ten (10) days prior to such meetings, the State Gaming Agency shall disclose in writing to the Tribal Gaming Agency any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact by any person, organization or entity, if such disclosure will not compromise the interest sought to be protected. If the Tribe should begin operating a satellite wagering facility for horse racing activities, the Washington Horse Racing Commission shall participate in the Agency Meeting.

**6. Section VII, A and D are amended to read as follows:**

**A.** Monitoring of Gaming Operation. The State Gaming Agency and, with respect to satellite wagering facility and activities only, the Washington Horse Racing Commission

shall, pursuant to the provisions of this Compact, have the authority to monitor the Tribal Gaming Operation to ensure that it is conducted in compliance with the provisions of this Compact. In order to properly monitor the Tribal Gaming Operation, agents of the State Gaming Agency and the Washington Horse Racing Commission, if applicable, shall have free and unrestricted access to all applicable areas of ~~the~~ each Gaming Facility during normal operating hours with or without giving prior notice to the Tribal Gaming Agency. Provided, that when possible notice shall be given to the Tribal Gaming Agency or to a Tribal Gaming Agent in the facility, and the Tribal Gaming Agency may assign an Agent or other representative to accompany the State agent while on the Snoqualmie Tribal Lands. Following the investigation, and to the extent such disclosure does not jeopardize the investigation or the personal safety of individuals, the State shall provide the Tribal Gaming Agency with a report of the investigation, including information about evidence gathered in connection with the investigation. The State shall protect identifying information regarding confidential informants.

D. Cooperation With Tribal Gaming Agency. The State Gaming Agency and, as applicable, the Washington Horse Racing Commission, shall promptly notify the Tribal Gaming Agency of any activity suspected or occurring, whether within ~~the~~ each Gaming Facility or not, which adversely affects State, Tribal or public interests relating to ~~the~~ each Gaming Facility and Gaming Operation. Provided, such disclosure shall not compromise the interest sought to be protected.

## **7. Section XI, B and C are amended to read as follows:**

B. Additional Operational Requirements Applicable to Class III Gaming. The following additional requirements shall apply to the Gaming Operation conducted by the Tribe:

1. To ensure integrity, the Tribal Gaming Operation shall maintain the following logs as written, or computerized records which shall be available for inspection by the State Gaming Agency in accordance with Section VII.B of this Compact: a surveillance log recording all surveillance activities in the monitoring room of ~~the~~ each Gaming Facility; and a security log recording all unusual occurrences that require an evaluation, investigation, or other decision making process by a Tribal Gaming Agent.

2. The Tribal Gaming Agency shall establish a list of persons barred from ~~the~~ each Gaming Facility because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of the gaming activities of the Tribe. The Tribal Gaming Agency shall employ its best efforts to exclude persons on such list from entry into ~~its~~ each Gaming Facility. The Tribal Gaming Agency shall send a copy of its list on a quarterly basis to the State Gaming Agency.

3. The Tribal Gaming Agency shall require the audit of the Tribal Gaming Operation, not less than annually, by an independent certified public accountant, in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Tribal Gaming Agency shall notify the State Gaming Agency of the rules of each game operated by the Tribe and of any change in such rules. To the extent such rules have been adopted prior to the execution of this Compact, they are set forth in Appendices A, B, ~~and X,~~ and X2 hereto and shall be deemed approved by the State. Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in ~~the~~ each Gaming Facility. Betting limits applicable to any gaming station shall be displayed at such gaming station. Rules for games identified in Section III.A, except as specified in Appendix B, shall be based upon such games as commonly practiced in Nevada, including wagering, that does not fundamentally alter the nature of the game as the Tribal Gaming Agency may approve. Rules for games identified in Section III.A, except as specified in Appendix B, shall be submitted to the State Gaming Agency for review, to determine if the rules fundamentally alter the nature of the game. The Tribe will provide the State Gaming Agency ten (10) days advance notice of the rules of each game and any modifications thereof, and will provide adequate notice to patrons of ~~the~~ each Gaming Facility to advise them of the applicable rules in effect. In the event of a dispute, the matter will be handled in accordance with Section XII.C of this Compact.

C. Regulation of Gaming Operation. The following requirements shall apply to the Tribe's Gaming:

1. The Gaming Operation shall maintain a closed circuit television system for each facility in accordance with the regulations set forth in Appendix A, and shall not modify such regulations without the agreement of the State Gaming Agency. The Gaming Operation shall provide the Tribal Gaming Agency and the State Gaming Agency with copies of its floor plan and closed circuit television system for each facility and any modifications thereof for review by the Tribal Gaming Agency. If ~~the a~~ floor plan or closed circuit television system does not provide unobstructed camera views in accordance with such regulations, the Tribal Gaming Agency shall modify such floor plan or closed circuit television system in order to remedy such deficiency. The Tribal Gaming Agency shall forward a copy of ~~the~~ each floor plan and closed circuit television system to the State Gaming Agency for review and consideration prior to final approval. In the event of a dispute, the matter will be handled in accordance with the provisions of Section XII.C.

2. The Gaming Operation shall maintain a cashier's cage for each facility in accordance with the standards set forth in Section 7(3) of Appendix A, and shall not modify such standards without the concurrence of the State Gaming Agency. The Tribal Gaming Agency and the State Gaming Agency may review cashier's cage security. If ~~the a~~ cashier's cage does not comply with the security standards set forth in said Appendix, the Gaming Operation shall modify ~~its the~~ cashier's cage to remedy such deficiency. In the event of a dispute the matter will be handled in accordance with provisions of Section XII.C.

3. The Gaming Operation shall provide the Tribal Gaming Agency and the State Gaming Agency with a description of its minimum requirements for supervisory staffing for each table gaming pit operated in ~~it's a~~ Gaming Facility, and in the event that the State Gaming Agency regards such supervisory staffing as inadequate, the Tribal and State Gaming Agencies shall promptly confer in good faith in an effort to reach agreement on

supervisory staffing requirements. If agreement cannot be reached between the State and Tribal Gaming Agencies, the dispute shall be handled in accordance with Section XII.C of this Compact.

4. Standards for management and operation of the satellite wagering activities shall be consistent with the provisions of this Compact, including Appendix B, and those applicable to non-tribal satellite wagering facilities and activities in the State to the extent not inconsistent with this Compact.

**8. Section XIV, B is amended to read as follows:**

“B. Emergency Service Accessibility. The ~~Tribal Gaming Agency~~ Tribe shall make provisions for adequate emergency accessibility and service.

**9. Appendix C is added to the Compact as attached.**

**IN WITNESS WHEREOF, the Snoqualmie Indian Tribe and the State of Washington have executed this compact amendment.**

SNOQUALMIE INDIAN TRIBE

By \_\_\_\_\_ DATED: \_\_\_\_\_  
Jerry Enick, Tribal Chairman

THE STATE OF WASHINGTON

By \_\_\_\_\_ DATED: \_\_\_\_\_  
Christine Gregoire, Governor

## Appendix C

### Class III Gaming Station Transfer Agreement

This Class III Gaming Station Transfer Agreement ("Agreement"), is made and entered into between \_\_\_\_\_ ("Transferor"), and \_\_\_\_\_ ("Transferee"), and the State of Washington ("State") for purposes of transferring authority and use of Class III Gaming Stations between Tribes which have entered into Tribal – State Compacts for Class III Gaming with the State and as a Memorandum of Understanding between the State and Tribal parties authorizing and memorializing the transfer.

#### AGREEMENT

1. **TRANSFER.** Transferor hereby transfers and assigns to Transferee, for the Term set forth below, all of Transferor's Class III Gaming Station authority for the use of \_\_\_\_\_ Class III Gaming Stations to which Transferor is now or may hereafter become entitled during the Term of this Agreement.
2. **TERM.** The Term of this Agreement, and all rights and authority granted hereby, shall be from \_\_\_\_\_, 200\_\_ through \_\_\_\_\_, 200\_\_ and shall commence at 12:01 AM on the first date entered above and expire at 11:59 PM of the last date entered above unless other hours are so specified herein.
3. **REPRESENTATIONS AND AGREEMENTS.** Transferor represents and agrees that it is or will become at the commencement of the term of this Agreement, capable and authorized to utilize the number of Class III Gaming Stations noted above, that no other grant or transfer of any rights relative to the number of Class III Gaming Stations which would conflict with the authority transferred hereby has occurred or will occur, and that it fully waives and surrenders the right to utilize the number of Class III Gaming Stations noted above for the term of this Agreement. Transferee represents and agrees that it is legally authorized to utilize Class III Gaming Stations and is capable and authorized to accept the transfer of authority herein. State represents and agrees that both Transferor and Transferee are authorized under the terms of valid Tribal – State Compacts to utilize Class III Gaming Stations, and, that upon execution of this Agreement by the parties, Transferor and Transferee may effectuate the transfer of authority for the use of the number of Class III Gaming Stations specified herein for the term of this Agreement.
4. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties as to the legal capabilities and authorizations for the transfer specified herein. No party is relying on any statement, representation or document which is not contained or referenced in this Agreement. Transferor and Transferee may enter into separate agreements related to the utilization of Class III Gaming Stations transferred hereby, **PROVIDED**, that the terms of such separate agreements shall not affect the legal capabilities and authorizations for the transfer specified herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Class III Gaming Station Transfer Agreement.

Transferee

Transferor

By: \_\_\_\_\_

By: \_\_\_\_\_

State

By: \_\_\_\_\_