

**FOURTH AMENDMENT TO THE TRIBAL-STATE COMPACT
FOR CLASS III GAMING BETWEEN
THE SKOKOMISH INDIAN TRIBE AND THE STATE OF WASHINGTON**

INTRODUCTION

The SKOKOMISH INDIAN TRIBE (hereafter “Tribe”) and the STATE OF WASHINGTON (hereafter “State”) entered into a Class III gaming compact (hereafter “Compact”) on May 25, 1995 pursuant to the Indian Gaming Regulatory Act of 1988 (hereafter “IGRA”). At the request of the Tribe, the Tribe and State entered into negotiations for further amendments to the Compact. The parties have reached an 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 members of the Tribe and citizens of the State consistent with the objectives of IGRA.

COMPACT AMENDMENT

1. Section II, C, and D are amended and S, T, and U are added as follows:

- C. “Gaming Employee” means any individual employed in the operation or management of Class III 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 or management services to the Tribe, including but not limited to, gaming operation managers and assistant managers; accounting personnel; surveillance and security personnel; cashiers; supervisors; dealers or croupiers, box men; floormen; pit bosses; shift bosses; cage personnel; collection personnel; gaming consultants; parimutuel clerks; management companies and their principals; and any person whose employment duties require or authorize access to areas of the gaming facility facilities related to gaming which are not otherwise open to the public, or to areas designated by the Tribal and State Gaming Agencies.
- D. “Gaming Facility” or “Gaming Facilities” means the building or buildings or portion thereof in which Class III Gaming activities as authorized by this Compact are conducted on the Skokomish Indian Reservation and Skokomish Tribal Lands.
- S. “Skokomish Indian Tribal Enterprise, Incorporated” or “SITE” means an approved and ratified federally chartered corporation, under Section 17 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended and 25 U.S.C. § 477.
- T. “Tribe” means the Skokomish Indian Tribe, its authorized officials, agent, and representatives, and the SITE.
- U. "Gaming" or "Gaming Activity" means as defined by the Skokomish Tribe’s Gaming Code as any activity, operation or game in which valuable consideration is wagered upon the outcome determined in whole or in part by chance, skill, speed, strength, or endurance

or any combination of strength or endurance, and in which something of value is awarded to a person or persons so wagering, and any activity in furtherance thereof, including owning, financing, managing, participating in, conducting, or assisting in any way in any such activity at the site at which it is being conducted, directly or indirectly, whether at the site in person or off the Reservation.

2. Section III, A, B, F, G, H, I, J, L, M, N, P, Q-3, and Q-4 are amended to read as follows:

A. **Scope of Class III Gaming Generally and Specific Table Games Included.** The Tribal gaming operation may utilize in its gaming ~~facility~~ facilities, subject to the provisions of this Compact, any or all of the Class III gaming activities not specifically prohibited by federal law and not prohibited by the State as a matter of criminal law, including:

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 Poker (to the extent not played as a Class II game);
6. Chemin De Fer;
7. Chuck-a-luck;
8. Craps;
9. 4-5-6;
10. Horses (stop dice);
11. Horse Race;
12. Jackpot Poker;
13. Money-wheel;
14. Over/Under Seven;
15. Pai-gow (to the extent not played as a Class II game);
16. Poker (to the extent not played as a Class II game);

17. Red Dog;
18. Roulette;
19. Ship-Captain-Crew;
20. Sic-Bo;
21. Sweet Sixteen;
22. Other table games authorized for play in Nevada and played in accordance with applicable Nevada rules, upon twenty days written notice to the State Gaming Agency, provided should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section XII.B.3.b's final and unappealable arbitration provisions.

- B. Scope of Gaming – Punchboards, Pull Tabs, and Washington State Lottery – Separate Locations.** The Tribe will utilize punchboards and pull tabs in the ~~facility~~ facilities and at other locations within Skokomish Tribal Lands subject to regulation by the Tribe. Punchboards and pull tabs operated outside of the Tribal gaming ~~facility~~ facilities shall be operated consistent with Tribal Ordinance and the applicable provisions of IGRA. The operation of State lottery retail locations within Skokomish Tribal Lands shall be subject to the provisions of RCW 67.70, WAC 315, and Tribal Ordinance.
- F. Authorized Gaming Operation and ~~Facility~~ Facilities.** Initially the Tribe may establish ~~one~~ one Class III gaming operation and ~~two (2)~~ two (2) gaming ~~facility~~ facilities to be located on the Skokomish Indian Reservation ~~and/or Skokomish Tribal land~~ and/or Skokomish Tribal Lands held in trust ~~contiguous to the Reservation~~, for the operation of any Class III games authorized pursuant to this Compact.
- G. Forms of Payment.** All payment for wagers made in authorized forms of Class III gaming conducted by the Tribe, 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~~ a gaming facility for gaming activities.
- H. Size of Gaming Floor.** The actual size of the Class III gaming floor within ~~the~~ each gaming facility shall be determined by the Tribe.
- I. Number of Gaming Stations.** ~~During the first nine months of operation or earlier as provided in Section III.Q., the maximum number of Class III~~ The Tribe has the option to use a total of seventy-five (75) gaming stations shall not exceed thirty within one (31) plus, at facility and a total of fifty (50) gaming stations within a second facility. However, the Tribe has the option of the Tribe to add one (1) additional nonprofit gaming station ("the ("nonprofit stations") for every twenty-five (25) gaming station")- allowed in a facility. The proceeds from the nonprofit ~~station~~ stations shall be dedicated to support

non-Tribal nonprofit organizations and their activities located within Mason County or the State of Washington. ~~For purposes of determination of "proceeds" from the nonprofit station~~ 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 shall be effectuated through the use of "Class III Gaming Station Transfer Agreement" appended hereto as Appendix C of this Compact. For purposes of determination of "proceeds" from the nonprofit stations only, proceeds shall mean the net win less the pro rata cost of regulation and operation, specifically excluding capital costs. The net win from the ~~nonprofit station~~ nonprofit stations is not subject to the community contribution established under Section XIV.C of this Compact. ~~Therefore, the proceeds shall equal the net win less the costs of regulation and operation, divided by the thirty two (32) gaming stations.~~ The Tribal gaming ordinance shall set forth regulations concerning the types of bona-fide nonprofit organizations or types of projects of such organizations that shall be supported by the nonprofit station. ~~At the end of nine months continual operation or earlier as provided in Section III.Q., if the gaming operation has met the conditions set forth in Subsection Q., "phase two" may be implemented, providing for up to fifty gaming stations plus, at the option of the Tribe, two (2) additional gaming stations ("the nonprofit stations").~~ stations. nonprofit stations

- J. **Wagering Limitations.** ~~During the first nine months of operation or earlier as provided in Section III.Q., wager~~ Wager limits shall not exceed two hundred fifty dollars (\$250). ~~At the end of nine months continual operation, if the gaming operation has met the conditions set forth in Subsection Q., "phase two" may be implemented, providing for~~ wager limits of up to five hundred dollars (\$500).
- L. **Ownership of Gaming Facility Facilities and Gaming Operation.** The gaming operation and the gaming facility facilities shall be owned and operated by the Tribe, but the Tribe shall be entitled to grant a minority interest in the facility facilities or contract for management of the gaming facility facilities and gaming operation, consistent with the requirements of IGRA and this Compact.
- M. **Prohibited Activities.** Any Class III gaming activity not authorized in this Compact is prohibited. Unless authorized by the State, all Class III gambling devices are prohibited. Nothing herein is intended to prohibit or restrict otherwise lawful and authorized Class II gaming activities on the Skokomish Indian Reservation or within ~~the each~~ gaming facility.
- N. **Concurrent Operation of Class III and Class II Activities.** The IGRA provides authority to Indian tribes to offer specific gaming activities as Class II gaming, and the operation of this Class II gaming is under the jurisdiction of the Tribe subject to the provisions of the IGRA. The parties to this Compact anticipate that any Class II activities on Skokomish Tribal Lands will be conducted in a separate facility or in a portion of ~~the each~~ gaming facility that is separate from that portion where the Class III games authorized by this Compact are offered. Commingling of those Class III games with the Class II activities could impact the regulatory scheme established in this Compact,

necessitating a separation of gaming revenues, records, and licensees and identification of the Class II and Class III gaming stations and operations. In the event the Tribe wishes to commingle Class III and Class II activities, the Tribal and State Gaming Agencies agree to fully review these issues and shall execute an agreement to facilitate and ensure effective and efficient monitoring and regulation under the terms of this Compact and the IGRA.

- P. **Prohibition on Firearms.** The possession of firearms by any person within the gaming ~~facility~~~~facilities~~ shall be strictly prohibited. Provided, this prohibition shall not apply to authorized agents or officers of the Tribal Gaming Agency, Tribal Law Enforcement Agency, State Gaming Agency, or Federal, State, and Local non-tribal law enforcement.
- Q-3. There have been no material adverse impacts on the public safety or welfare of the surrounding communities in the nature of criminal activities directly related to the operations of ~~the~~~~each~~ Class III gaming facility.
- Q-4. The Tribal Gaming Agency has developed a program of regulation and control demonstrating a level of proficiency sufficient to protect the integrity of the tribal gaming operation, which includes the hiring of trained Tribal Gaming Agents, an independent management and reporting structure separate from that of ~~the~~~~each~~ Gaming Facility, a system for the reporting of Compact violations, and a consistent presence within ~~the~~~~each~~ Gaming Facility.

3. Section IV, A, 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 and relicensed annually. Verification of this requirement shall be made by the Tribal Gaming Agency and the State Gaming Agency and, as applicable to the satellite wagering facility and operation by 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~~ facility does not meet the requirements, the Tribal Gaming Agency, State Gaming Agency and/or Washington Horse Racing Commission as applicable, must send a non-compliance letter within seven (7) working days after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether ~~the~~~~a~~ facility meets the requirements, the agencies will meet within ten (10) 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 a reasonable time, the parties may seek resolution pursuant to Section XII.B.3.b.'s final and unappealable arbitration provisions. The reasonable cost of final inspection of ~~the~~~~a~~ facility by the State Gaming Agency under this section shall be the responsibility of the Tribe.
- D. **Financiers.** Any party extending financing, directly or indirectly, to the gaming ~~facility~~~~facilities~~ or gaming operation shall be subject to the annual licensing requirements of the Tribal Gaming Agency, and shall be required to obtain State certification prior to completion of the financing agreement and annually thereafter. These licensing and

certification requirements do not apply to financing provided by a federally regulated commercial lending institution, the Skokomish Tribal government, or the Federal government. However, the source of all funds will be fully disclosed in accordance with IGRA and a copy provided to the State Gaming Agency and, as applicable to the satellite wagering facility and activities, to the Washington Horse Racing Commission.

4. Section V, E-3 (last paragraph), P is amended to read as follows:

For enrolled members of the Tribe who apply for or receive Class III gaming certification and licensing, the State Gaming Agency will consult with the Tribal Gaming Agency prior to revoking, suspending or denying certification to such members who do not meet the criteria for certification. The Tribal and State 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~~ each gaming facility. 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.

P. **Decertification of Key Management Personnel.** The State will not summarily suspend or revoke the certification of key management personnel with supervisory responsibilities in ~~the~~ each Class III gaming facility for noncompliance with only the procedural requirements of this Compact and applicable laws incorporated herein. Because summary suspension or revocation of certification of such personnel could jeopardize proper operation of the gaming facility, the intent of the State to summarily suspend or revoke certification of such personnel will first be discussed with the Tribal Gaming Agency. In the event that the Tribe challenges a summary suspension or revocation of key management personnel under the provisions stated in this section, the management employee shall not be removed from employment pending completion of a hearing process unless that individual poses an imminent threat to public health, safety and welfare or to the lawful operation of ~~the~~ each gaming facility.

5. Section VI, A-1, A-2, A-3, A-4, A-5, A-7, C are amended to read as follows:

1. Enforce in the gaming operation, including ~~the~~ each facility, all relevant laws;
2. Protect the physical safety of patrons in ~~the~~ each establishment;
3. Protect the physical safety of personnel employed by ~~the~~ each establishment;
4. Protect the physical safeguarding of assets transported to and from ~~the~~ each gaming facility and ~~cashier's~~ cashier's cage department;
5. Protect the patrons and ~~the~~ each establishment's property from illegal activity;

7. Record in a permanent and detailed manner any and all unusual occurrences within ~~the~~each gaming facility. Each incident, without regard to materiality, shall be assigned a sequential number.

C. **Tribal Reporting of Violations.** A Tribal Inspector shall be present in ~~the~~each gaming facility during all hours of gaming operation, and shall have immediate access to any and all areas of the gaming operation for the purpose of effectuating compliance with the provisions of this Compact and Tribal Ordinances. Any violation of the provisions of this Compact, or of Tribal Ordinances by the Tribal gaming operation, by 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 was noted.

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

B. **Monitoring.** The State Gaming Agency and, as applicable to the satellite wagering facility and activities, the Washington Horse Racing Commission, shall pursuant to the provisions of this Compact have the authority to monitor whether the Tribal gaming operation is conducted in compliance with the provisions of this Compact. In order to properly monitor the Tribal gaming operation, these agents of the State Gaming Agency and the Washington State Horse Racing Commission shall have free and unrestricted access to all areas of the gaming ~~facility~~facilities during normal operating hours with or without giving prior notice to the Tribal gaming operation. Provided, that notice shall be given, when possible, to the Tribal Gaming Agency or to a Tribal gaming inspector in the facility, and the Tribal Gaming Agency may assign a Tribal inspector or other representative to accompany the State agent while on the Skokomish Indian Reservation. 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. Once the threat to the investigation or personal safety of individuals is ended or the investigation is concluded, whichever occurs first, such information shall be provided to the Tribal Law Enforcement or Tribal Gaming Agency.

D. **Cooperation with Tribal Gaming Agency.** The State Gaming Agency, and the Washington State Horse Racing Commission if appropriate, upon reasonable request shall meet with the Tribal Gaming Agency and cooperate fully in sharing information on all matters relating to the enforcement of the provisions of this Compact and promptly notify the Tribal Gaming Agency of any activity suspected or occurring whether within the gaming ~~facility~~ facilities or not, which adversely affects the State and Tribal interests relating to the gaming ~~facility~~ facilities and operation. Provided, such disclosure shall not compromise the- interest sought to be protected.

7. Section X, B-1, B-2, B-4, and B-7 are amended to read as follows:

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

1. 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.C of this Compact: a surveillance log recording all surveillance activities in the monitoring room of ~~the~~each gaming facility; a security log recording all unusual occurrences for which the assignment of a Tribal Gaming Agency employee is made.
2. The Tribal Gaming Agency shall establish a list of persons barred from the gaming ~~facility~~facilities because their criminal history or association with career offenders or career offender organizations pose 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 gaming ~~facility~~facilities. The Tribal Gaming Agency shall send a copy of its list on a quarterly basis to the State Gaming Agency.
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 Appendix B 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, except as specified in Appendix B, shall be based upon such games as commonly practiced in Nevada, including wagering, as do not fundamentally alter the nature of the game as the Tribal Gaming Agency may approve. Rules for games identified in Section III, 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 gaming operation 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.B.3.b.'s final and un-appealable arbitration provisions.
7. The Tribal 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 ~~the~~each gaming facility. In the event that the State Gaming Agency regards such supervisory staffing as inadequate, the Tribal Gaming Agency and State Gaming Agency shall promptly confer in good faith, in an effort to reach

agreement on supervisory staffing requirements. If agreement cannot be reached between the State Gaming Agency and the Tribal Gaming Agency, the dispute shall be handled in accordance with Section XII.B.3.b.'s final and un-appealable arbitration provisions.

8. Section XIV, C (first paragraph) and C-2 are amended to read as follows:

C. **Community Impact Contribution.** The Skokomish Indian Tribe provides a law enforcement department and participates in a tribal court system to enforce the codes within the ~~Tribe's~~ Tribe's jurisdiction. Gaming activities and those activities directly and indirectly associated with the operation of a Class III gaming facility on Skokomish Tribal lands may nevertheless impact State and local governmental services. The Tribe hereby agrees to establish a fund ("Community Contribution Fund" or "Fund") for the purpose of providing assistance to non-tribal emergency services and/or other State or local governmental services (including those agencies responsible for traffic and transportation) actually impacted by the Class III gaming ~~facility~~ facilities. Two percent (2%) of the Net Win, drop minus payout, shall be contributed to the Fund on a date no later than one year after the opening of the initial facility, unless this payment to the Fund would leave the gaming operation at a loss, in which event this initial contribution may be provided to the Fund on a pro rata basis, yearly, over a five year period. In no event shall proceeds from the charitable table in Section III. I., Class II gaming revenues, Keno, satellite wagering, sports pools or non-gaming activities be included within the fund.

2. Alternatively, the committee set forth above may enter into a Memorandum or Memoranda of Understanding (MOU) delineating the anticipated governmental relationships, responsibilities, services to be provided during one or more of the following years, and the utilization of the funds over one or more years. The MOU(s) will prioritize the disbursements to mitigate off-reservation impacts. The MOU(s) shall also provide that the committee may adjust annually the funds distributed to meet the impacts associated with Class III gaming. Interpretations or disputes that may arise under the MOU(s) shall be decided by a majority vote of the Community Fund Committee which shall be final and un-appealable.

At any time after one year from the opening of ~~thea~~ Class III gaming facility, either the State or the Tribal Gaming Agency may request a reevaluation, and possible reduction or elimination of, the Community Contribution based on fewer than anticipated impacts or other considerations. In the event the State and Tribal Gaming Agencies mutually agree, the Community Contribution shall be reduced at that time concerning all funds not yet disbursed.

9. Section XIV F. is added to read as follows:

F. Tribal Problem-Gambling Program

The Tribe recognizes that Gaming activities can lead to compulsive behavior that is as severe and has the same negative consequences as other behavioral addictions. The Tribe will work with the State Gaming Agency, who currently maintains an affiliation with a nationally recognized problem gambling organization, to establish an education and

awareness program for Tribal Lands and surrounding communities. The program may be independent or developed as an adjunct to the program with which the State currently works. The Tribe will provide the State Gaming Agency a full accounting of how the funding provided to the program through Appendix X2, Section 14.4 was utilized on an annual basis 120 days after the end of the Tribe's fiscal year.

10. Section XV, D-5 is amended to read as follows:

5. **Renegotiation - Either Party.** Notwithstanding anything in this Section XV.D to the contrary, at any time after twenty-four (24) months from the date of opening the gaming facility~~facilities~~ authorized under this Compact, either the Tribe or the State may request renegotiation of any of the provisions of this Compact if and when circumstances or events occur that merit the discussion and renegotiation of such provisions. Provided, however, this provision does not apply to III.R. which provides for a thirty-six (36) month moratorium if certain conditions obtain. The request to renegotiate shall include the activities or circumstances the party wishes to negotiate, together with a statement of the basis supporting the request. The parties agree that negotiations shall commence in good faith under IGRA and within thirty (30) days of the request. The original terms and provisions of the Compact will remain in effect unless and until the parties agree on the renegotiated terms.

11. Section XXIV is amended to read as follows:

The parties recognize that circumstances may arise in implementation, operation, and regulation of the Class III gaming facility~~facilities~~ that require minor modification or clarification of Compact provisions. For such non-substantive and agreed-upon clarification or modification, the State and Tribe will execute and sign a Memorandum of Understanding that will be attached to and made part of this Compact.

This Amendment shall take effect upon publication of notice of approval by the United States Secretary of the Interior in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B).

IN WITNESS WHEREOF, the Skokomish Indian Tribe and the State of Washington have executed this Third Amendment to the Compact.

SKOKOMISH INDIAN TRIBE

STATE OF WASHINGTON

BY: _____
CHARLES MILLER
Chairman

BY: _____
JAY INSLEE
Governor

DATED: _____

DATED: _____

**APPENDIX C
SKOKOMISH TRIBE
and the STATE OF WASHINGTON**

CLASS III GAMING COMPACT

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 _____, 20__ through _____, 20__ and shall commence at 12:01 A.M. on the first date entered above and expire 11:59 P.M. on 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 its 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 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 documentation 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 have duly executed this Class III Gaming Station Transfer Agreement.

Transferee _____

Transferor _____

By: _____

By: _____