FIFTH AMENDMENT TO THE TRIBAL-STATE COMPACT FOR CLASS III GAMING BETWEEN THE SQUAXIN ISLAND TRIBE AND THE STATE OF WASHINGTON

INTRODUCTION

The SQUAXIN ISLAND TRIBE (hereafter "Tribe") and the STATE OF WASHINGTON (hereafter "State") entered into a Class III gaming compact (hereafter "Compact") on July 27, 1993, 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 to amend the Compact 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, G, H, I, M, N, V, and X are amended and AA, BB, and CC are added as follows:

G. "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 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.

H. "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 Squaxin Island ~~Reservation~~ Tribal Lands.

I. "Gaming Operation" means ~~the~~ an enterprise operated by the Tribe ~~on the Squaxin Island Reservation~~ for the conduct of any Class III gaming in any gaming facility.

M. "Local Law Enforcement Agency" means any non-Tribal law enforcement agency in the vicinity of the gaming operation and which has jurisdiction to enforce state laws on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands, or is subject to the terms of a cross deputization agreement. Except as specifically provided in this Compact, nothing in this definition or

in any provision set forth herein, however, is intended to expand, waive or confer or limit any jurisdiction upon any law enforcement agency on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands.

N. "Management Entity" means any individual with whom, or other business entity with which, the Tribe has entered into a contractual agreement for financing, development or operation of any Class II or Class III gaming establishment on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands.

V. "Tribal Law Enforcement Agency" means any police force which may be established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement within ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands.

X. "Tribe" means the Squaxin Island Tribe, its authorized officials, agents, and representatives, to include federally or tribally chartered entities wholly-owned by the Tribe.

AA. "Gaming" or "Gaming Activity" means staking or risking valuable consideration upon the outcome of a contest of chance or a future contingent event not under the person's control or influence, upon an agreement or understanding that the person or someone else will receive something of value in the event of a certain outcome. Gaming does not include "Gaming Promotions", as that term is defined below.

BB. "Gaming Promotions" means a way to encourage players to participate in a gaming activity. A gaming promotion cannot require the participants to give valuable consideration in order to participate in the promotion.

CC. "Reservation" for the purposes of this Compact and all appendices and attachments thereto includes all Squaxin Island Tribal Lands.

2. Section III, A, B, E, F, G, H, I, J, K, L, M, and N are amended to read as follows:

A. **Scope of Class III Gaming Activities.** 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:

1. Baccarat;
2. Beat My Shake;
3. Beat the Dealer;
4. Blackjack:
5. Chemin De Fer;
6. Chuck-a-luck;
7. Craps;
8. 4-5-6;
9. Horses (stop dice);

10. Horse Race;
11. Money-wheel;
12. Satellite (off-track) wagering on horse races, subject to Appendix B;
13. Over/Under Seven;
14. Poker, including Pai Gow;
15. Red Dog;
16. Roulette;
17. Ship-Captain-Crew;
18. Sic-Bo;
19. Sweet Sixteen;
20. Punchboards and Pull Tabs, subject to Appendix B; and
21. Tribal Lottery Systems. Notwithstanding anything in this Compact which could be construed to be the contrary, Tribal Lottery Systems operated in conformity with Appendix X and Appendix X2 are hereby authorized.

B. **Punchboards and Pull Tabs and Washington State Lottery – Separate Locations.** In addition to the games authorized by Section III.A, the Tribe will utilize punchboards and pull tabs in the ~~facility~~ facilities and at other locations within Squaxin Island Tribal Lands subject to regulation by the Tribe. Punchboards and pull tabs operated outside of the Tribal gaming ~~facility~~ facilities shall be operated in a manner consistent with the sale of punchboards and pull tabs in the Tribal bingo facility. The operation of State lottery retail locations within Squaxin Island Tribal Lands shall be subject to the provisions of RCW 67.70, WAC 315, and Tribal Ordinance.

E. **Authorized Gaming Operation and ~~Facility~~ Facilities.** The Tribe may establish ~~one~~ a Class III gaming operation and two (2) gaming ~~facility~~ facilities, to be located on the Squaxin Island ~~Reservation~~ Tribal Lands for the operation of any Class III games authorized pursuant to this Compact.

F. **Forms of Payment**. All payment for wagers made in authorized forms of Class III gaming conducted by the Tribe ~~on the Squaxin Island 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~~ a gaming facility for gaming activities.

G. **Size of Gaming Floor.** The actual size of the gaming floor devoted to Class III activities within ~~the~~ a gaming facility, including floor space used in connection with the conduct of satellite wagering, shall be determined by the Tribe.

H. **Number of Gaming Stations.** ~~For the initial period, the maximum number of Class III~~ The Tribe has the option to use a total of seventy-five (75) gaming stations authorized for use on the gaming floor within ~~the~~ one gaming facility ~~shall be thirty-one (31)~~ and a total of fifty (50) gaming stations within a second facility . ~~Notwithstanding the foregoing,~~ However, the Tribe has the option to use ~~a total of~~ one (1) additional nonprofit gaming station ("nonprofit station")~~within the facility~~ for every twenty-five (25) gaming stations allowed in a facility if the proceeds from ~~one (1) of~~ those ~~gaming~~ nonprofit stations are

dedicated to support non-profit organizations and their activities within the State of Washington. ~~For the purpose of the determination of "proceeds" from the non-profit 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~~ any nonprofit station is not subject to the community contribution established under Section XIV.C of this Compact. The Tribal Gaming Ordinance 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 station. ~~If the gaming operation has met the conditions set forth in Section III.I.2 the number of gaming stations may be increased (excluding the non-profit station) to fifty (50). Notwithstanding the foregoing, the Tribe has the option to use a total of two additional gaming stations within the a facility if the proceeds from two (2) of those gaming stations are dedicated to support non-profit organizations and their activities within the State of Washington.~~

I. **Wagering Limitations.**

~~1. For the initial period, the maximum wager shall not exceed two hundred and fifty dollars ($250). If the gaming operation has met the conditions set forth in Section III.I.2., the~~ The maximum wager shall not exceed five hundred dollars ($500).

~~2. An increase in the authorized number of gaming stations, hours of operation and/or wager limits is conditioned on the following criteria:~~

~~a. Continual operations of the Class III gaming facility for any six month period in compliance with (b), (c), (d), (e), and (f) herein.~~

~~b. 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;~~

~~c. There have been no violations of the Compact which are substantial or, due to repetition, would be deemed material;~~

~~d. 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 operation of the Class III facility.~~

~~e. There have been no material violations of Appendix A.~~

~~f. The Tribal Gaming Agency has implemented the provisions of Section VI.~~

~~3.~~ Should the State or any political subdivision thereof increase the wagering limits permitted for licensed fund-raising events or card games operated by any person for any purpose, upon thirty (30) days written notice to the State Gaming Agency from the Tribe, the Tribe may authorize the same wagering limits.

~~4. Notwithstanding anything herein to the contrary, after six (6) months of continual operation of the Class III gaming facility, the Tribal and State Gaming Agencies will review the gaming operation and activities and, if there is no evidence under the conditions set forth in Section III.I.2 above and no other evidence to indicate that the operation should not expand the number of gaming stations and wager limits, the Tribal and State Gaming Agencies shall authorize an increase in the number of gaming stations and wager limits in conformity with the increases authorized in III.H.1 and III.I.2 above. If the State claims that any of the conditions in III.I.2. have not been met, the issue shall be subject to the provisions of Section XII. During this dispute resolutions process, the Tribe will be precluded from expansion of gaming stations within the existing facility.~~

J. **Hours of Operation.** ~~For the initial period, except as set forth below, the maximum number of operating hours for the gaming operation shall not exceed an average of one hundred twelve (112) hours per week on an annualized basis. If the gaming operation has met the conditions set forth in Section III.I.2., the maximum number of operating hours for the gaming operation shall not exceed an average of one hundred forty (140) hours per week on an annualized basis. The Tribe may schedule the hours to best meet market conditions and may operate any day of the week. Class III gaming may not be conducted between the hours of 2:00 a.m. and 6:00 a.m., unless there is a written agreement of the Tribal Gaming Agency and the State Gaming Agency after consultation with the Mason County Sheriff, specifying a different four hour closing period. Provided further, upon thirty (30) days written notice to the State Gaming Agency and upon written mutual agreement between the State Gaming Agency and the 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.~~ Hours of operation will be determined as outlined in Appendix X2, Section 16.

K. **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 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.

L. **Prohibited Activities.** Any Class III gaming activity not specifically authorized in this Compact is prohibited. Unless subsequently authorized by a Federal District Court, the National Indian Gaming Commission, or 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 Squaxin Island ~~Reservation~~ Tribal Lands or within ~~the~~ each gaming facility.

M. **Age Limitations**. No person under the age of eighteen (18) shall participate in any gaming operation, or be allowed on the Class III gaming floor authorized by this Compact during actual hours of operation. ~~Should alcoholic beverages be offered on the gaming floor pursuant to applicable law, then no patron under the age of twenty-one (21) shall be permitted on the gaming floor during actual hours of operation.~~ Persons who are at least eighteen (18) years of age and less than twenty one (21) years of age may patronize and participate in Class III gaming activities offered by the Tribe in its gaming facility, so long as such patrons do not purchase or consume alcoholic beverages on the premises.

N. **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 State and Local law enforcement agencies.

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

A. **Gaming Operation and ~~Facility~~ Facilities.** The gaming operation and 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. 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 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 and/or State Gaming Agency 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.C of this Compact. The actual costs of final inspection of ~~the~~ a facility under this Section shall be the responsibility of the Tribe.

B. **Gaming Employees**. The Tribal Gaming Agency shall license Class III employees and may either work with State Gaming Agency to certify those employees as outlined in B1. below; or work with State Gaming Agency to determine eligibility as outlined in B2. below. The options outlined in sections B1. and B2. are mutually exclusive and cannot be utilized at the same time. Transfer between the options is allowed as described in Section V. 1.

1. **Certification**. Every gaming employee shall be licensed by the Tribal Gaming Agency and shall be certified by the State prior to commencement of

employment, and annually thereafter. Provided, the Tribal Gaming Agency may issue a license if the employee has a current Class III gaming certification issued by the State Gaming Agency, the employee consents to disclosure to the Tribal Gaming Agency of all information held by the state agency, and the State Gaming Agency certifies in writing prior to licensing that the employee is in good standing. If Class II and Class III table games are combined in a single facility, the parties agree that this could impact the regulatory scheme established under this Compact. In such event, all Class II table gaming employees shall be certified as if they were Class III gaming employees. This provision shall not be applicable to employees engaged in activities related to bingo, pull tabs and/or punchboards.

2. **Eligibility Determination.**

a. Every Gaming Employee shall be licensed by the Tribal Gaming Agency and their eligibility for a license shall be verified 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, or the State Gaming Agency verifies 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. The Tribal Gaming Agency may immediately issue a conditional, temporary license for a period of time no longer than six (6) months when the Tribal Gaming Agency determines that a Gaming Employee applicant does not pose a significant risk to the public and the gaming operation. The Tribal Gaming Agency shall submit a list of the licensed and temporarily licensed gaming employees to the State Gaming Agency at least annually. The Tribal Gaming Agency shall include the licensee's complete name, aliases, and date of birth in its submission to the State Gaming Agency. If Class II and Class III table games are combined in the same room in the Gaming Facility or Facilities, the parties agree that this could impact the regulatory scheme established under this Compact. In such event, the Class II gaming employees in such room shall be verified by the State Gaming Agency as if they were Class III gaming employees.

b. Tribal Application Forms. All applicants required to be licensed by the Tribe shall complete forms furnished by the Tribal Gaming Agency and shall be accompanied by the application and investigative fees set forth in the Tribe's published schedule of fees. Such application forms shall require, but not be limited to, complete information and details with respect to the applicant's habits, character, Tribal activities, financial affairs, and Tribal associates, covering at least a seven (7) year period immediately preceding the date of filing of the application. In addition, all applicants shall provide information relating to their complete criminal history, as well as all civil or administrative violations of gambling laws or regulations.

c. Key Personnel List. Prior to the transition date and annually thereafter, the Tribe shall provide the State Gaming Agency with information listing personnel who are key personnel in the gaming operation.

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 Squaxin Island Tribal government, or the federal government. 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 is amended to add new Section V.1 to establish procedures for transferring between certification and eligibility; renumber existing Sections V.A. through V.N. as Section V. 2. A through N; and add a new Section V. 3. for Eligibility procedures

1. The Tribal Gaming Agency shall license Class III employees and may either work with State Gaming Agency to certify those employees or work with State Gaming Agency to determine eligibility as described in Section IV. B.

If the Tribe chooses to transition from certification to the eligibility determination provisions of this Compact, they must operate under the eligibility provisions for at least two (2) years before returning to the certification provisions. If the tribe chooses to return to the certification provisions after at least two (2) years under the eligibility provisions, they must operate under the certification provisions for at least two (2) years before transferring back to eligibility.

The Tribe will submit the proposed transition date and proposed licensing and certification process plan to the State Gaming Agency at least ninety (90) days prior to transitioning from certification to eligibility or vice versa. This will provide the State Gaming Agency time to reprogram their systems and properly train staff in the new procedures.

A Memorandum of Understanding will be agreed upon by both the Tribe and State Gaming Agency that includes at a minimum, transition date, fees, the submittal process for eligibility determinations or state certification, annual review, and that all applications must be submitted online. The Parties may agree to change functions and responsibilities related to certification and eligibility provided any resulting agreement in a Memorandum of Understanding does not conflict with state or tribal law or alter or remove a function or responsibility required by the Compact. Should a dispute arise, the dispute will be resolved in accordance with Section XII.

2. [Original Compact language for Certification remains the same but is renumbered as Section V. 2. A through N]

3. Eligibility

A. Procedures for Tribal License Applications and State Certification. The Tribal Gaming Agency shall be primarily responsible for the conduct of background investigations for all applicants for employee gaming licenses. The State Gaming Agency shall be primarily responsible for the conduct of background investigations for all applicants for gaming financier, manufacturer and/or supplier certification. Each applicant for a Tribal gaming license including employee, financier, manufacturer and/or supplier of gaming goods or services, shall submit the completed application along with the required information and fees to the Tribal Gaming Agency. In addition, each financier, manufacturer and/or supplier of gaming goods or services shall apply for State gaming certification and shall submit the completed application along with the required information and fees to the State Gaming Agency. Each completed application shall include the applicant's fingerprint card(s), current photograph, and any other information required by the Tribal Gaming Agency. For applicants who are business entities, these provisions shall also apply to principals of the entity and their spouses.

B. Background Investigations of Gaming Employee Applicants.

1. Prior to hiring or licensing a prospective gaming employee, the Tribal Gaming Agency shall obtain sufficient information and identification from the applicant on forms to be furnished by the Tribal Gaming Agency to permit a thorough background investigation, together with such fees as may be required by the Tribe. The information obtained shall include, at a minimum, name (including any aliases), current address, date and place of birth, criminal arrest and conviction record, two sets of fingerprints, sex, height, weight, and two current photographs. When the Tribal Gaming Agency has completed its initial investigation of the gaming employee applicant, and has issued a temporary license, it will, within five (5) business days, forward the application, background results, a current photograph, and the fee required to the State Gaming Agency for a final criminal history record and non-conviction data review, as authorized under RCW 9.46.210(4) and as defined in RCW 10.97.030. The State Gaming Agency shall complete the review and thereafter notify the Tribal Gaming Agency that either: (1) the criminal history and non-conviction data review has revealed no information which would make the applicant ineligible for employment pursuant to Section V 3 (E)(6) of this Compact; or (2) the criminal history and non-conviction data review has revealed that the applicant is ineligible for employment pursuant to Section V 3 (E) of this Compact. An applicant who has been determined ineligible for licensing by the State Gaming Agency after criminal history and non-

conviction data review will not be licensed by the Tribal Gaming Agency except in conformity with Section V 3 (E) of this Compact. When the Tribal Gaming Agency has completed its investigation, it will forward its investigative report and the FBI fingerprint check results to the State Gaming Agency. Upon completion of the necessary background investigation, and receipt of the State Gaming Agency notification of eligibility, the Tribal Gaming Agency shall either issue an employee gaming license to the applicant, or deny the application based on criteria set forth in this Compact, Tribal law and regulations. All background materials compiled by the State Gaming Agency in connection with the background investigation of any applicant for tribal licensing or state eligibility verification shall be available to the Tribal Gaming Agency at the State Gaming Agency office upon request, subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency and status as a member of Law Enforcement Intelligence Unit.

The gaming operation shall not hire or continue to employ a gaming employee, and shall terminate any probationary gaming employee, if the Tribal Gaming Agency determines that the applicant or employee:

a. Has been convicted of any offense related to gambling, or any felony (excluding juvenile convictions) relating to fraud, misrepresentation, deception or theft, within the past ten (10) years. Nothing herein shall be interpreted to prevent the Tribal Gaming Agency and/or the State Gaming Agency from considering such juvenile convictions in a suitability determination, nor shall be interpreted to excuse the applicant of its obligation to disclose juvenile convictions or arrests;

b. Has provided materially false statements or information on his or her employment application or misstated or otherwise attempted to mislead the Tribe or the State with respect to any material fact contained in the employment application;

c. Is a member or associate of organized crime or is of notorious or unsavory reputation; or

d. Has a reputation, habits or associations that might pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of gaming or the carrying on of the Tribal and financial arrangements incidental thereto. It is intended that applicants and employees have the continuing burden to satisfy all doubts as to their fitness. Where doubt remains, an applicant or employee is not entitled to be hired or to remain employed.

2. Additionally, the Tribal Gaming Agency shall not grant an application for a license unless it is satisfied that:

a. The applicant is of good character, honesty and integrity;

b. The applicant's prior activities, criminal record (if any), reputation, habits, and associations do not pose a threat to the public interest of the Tribe or the State or the effective regulation and control of gaming pursuant to this Compact, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods, and activities in the conduct of gaming or the carrying on of the Tribal and financial arrangements incidental thereto;

c. In all other respects, the applicant is qualified to be licensed or found suitable with the provisions and policies set forth in this Compact; and

d. The applicant has adequate Tribal probity, competence, and experience in gaming.

C. Background Investigations of Gaming Employees. The Tribe and the State Gaming Agency shall retain the right to conduct such additional background investigations of any gaming employee at any time during the term of that person's employment. At any time, any gaming employee who does not establish that he or she satisfies all of the criteria set forth above shall be dismissed.

D. State Gaming Agency Certification of Financiers, Manufacturers, and/or Suppliers of Gaming Goods and Services. Upon completion of the necessary background investigation, the State Gaming Agency shall either issue a gaming certificate to the financier, manufacturer, and/or supplier of gaming services or deny the application based on criteria set forth in this Compact or State law and regulations. The Tribal Gaming Agency shall forthwith provide copies of all gaming licenses issued and gaming license applications denied to the State Gaming Agency. The State Gaming Agency shall similarly forthwith provide copies of all gaming certificates issued and gaming certification applications denied to the Tribal Gaming Agency. If the application for certification is denied, a statement setting forth the grounds for denial shall be forwarded to the applicant in accordance with the provisions of Chapter 230-17 WAC or as hereafter amended, with a copy forwarded to the Tribal Gaming Agency. The State shall not apply to any applicant for certification required under this Compact a more rigorous standard than that actually applied in the approval of State licenses or certification in non-Tribal gaming activities regulated by the State.

E. Grounds for Revocation, Suspension, or Denial of State Certification. The State Gaming Agency may revoke, suspend or deny a State certification under the provisions of RCW 9.46.075, and rules promulgated thereunder, for any reason or reasons it deems to be in the public interest. In addition, these reasons shall include, but shall not be limited to when an applicant or holder of certification or principal of an entity:

1. Is determined to be a person who because of prior activities, criminal record, if any, or reputation, habits and associations poses a threat to the effective regulation of gaming or creates or enhances the chances of unfair or illegal practices, methods and activities being used in the conduct of the

gaming activities permitted pursuant to this Compact;

2. Has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of a Tribal-State Compact.
3. Has failed to provide any information reasonably required to investigate the application for state certification or to reveal any fact which the applicant or holder knows or should reasonably know or is material to such application, or has furnished any information which is untrue or misleading in connection with such application.
4. Has had a Tribal or State gaming license revoked or denied during the twelve (12) months prior to the date the State Gaming Agency received the application; is currently on probation imposed by any jurisdiction; or has demonstrated a willful disregard or failed to comply with the requirements of any gaming regulatory authority in any jurisdiction, including offenses that could subject the individual or entity to suspension, revocation or forfeiture of any gaming license. For the purpose of reviewing any application for a state certification or for considering the denial, suspension or revocation of any state certification, the State Gaming Agency may consider any prior criminal conduct or current probationary status of the applicant or holder of certification and the provisions of RCW 9.95.240 and of chapter 9.96A RCW shall not apply to such cases.
5. Notwithstanding anything herein to the contrary, it shall not be grounds for suspension, revocation or denial for the applicant to have been involved in the operation of Class III gaming activities in the absence of a Tribal/State Compact. Nothing herein prevents the State from suspending, revoking or denying the certification to such an applicant on other grounds.
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 Tribal members who are applicants for Class III licensing, the State and Tribal Gaming Agencies may waive, by mutual agreement, through a conditional Tribal license, certain criteria for such tribal members if the waiver does not pose an appreciable risk to the public or the lawful operation of the gaming facilities. If the Tribe can show extenuating circumstances why a tribal member who does not meet all criteria should be further considered for a conditional Tribal license, the Tribal and State Gaming Agencies may agree to a temporary Tribal license, based on specific conditions and a further detailed review of the applicant. Additional fees may be required to maintain a conditional Tribal license, which the Tribe agrees to pay.

F. Right to Hearing for Revocation, Suspension, or Denial of State Certification. Any applicant for State certification or holder of a State certification shall be entitled to notice and a full hearing on any action by the State Gaming Agency which may result in the revocation, suspension, or denial of State certification.

The notice and hearing will be conducted in accordance with the procedures contained in the applicable provisions of Chapter 9.46 RCW, Chapter 34.05 RCW and Chapter 230-17 WAC. The State may, at its discretion, defer such actions to the Tribal Gaming Agency. Nothing herein shall prevent the Tribal Gaming Agency from invoking its own disciplinary procedures and proceedings at any time. The Tribe shall have the right to appear and present argument and/or evidence in any hearings held pursuant to this section. Nothing herein shall be interpreted to preclude the Tribe from invoking the dispute resolution provisions of this Compact to challenge a State Gaming Agency decision to revoke, suspend or deny State Certification.

G. Denial, Suspension, or Revocation of Licenses Issued by Tribal Gaming Agency. The denial, suspension, or revocation of any Tribal gaming license by the Tribal Gaming Agency shall be in accordance with Tribal ordinances and regulations governing such procedures and the grounds for such actions shall not be less stringent than those of Section V 3 (E)(1)-(6). The Tribe shall notify the State Gaming Agency of any determination under this paragraph. In the event the State disagrees with the Tribe's licensing determination, the State may submit the matter to dispute resolution pursuant to the provisions of this Compact.

H. Duration and Renewal of Tribal Issued Licenses, Eligibility Determinations, and State Certifications. Any Tribal license, eligibility determination, or State certification shall be effective for one year from the date of issuance unless, in the case of a license or certification, the holder is otherwise revoked or suspended. A licensed or certified employee or entity that has applied for renewal may continue to be employed under the expired Tribal license, eligibility determination, or State certification until the Tribal Gaming Agency or State Gaming Agency takes action on the renewal application or the license or certification is suspended or revoked. Applicants seeking renewal of a license, eligibility determination, or certification shall provide information updating originally submitted information as requested, on the appropriate renewal forms, but shall not be required to re-submit historical data already available to the Tribal Gaming Agency or the State Gaming Agency. Additional background investigation shall be required if new information concerning the applicant's continuing suitability or eligibility for a Tribal license, or a State certification is discovered by either the Tribal or State Gaming Commission. The State shall forward a copy of any updated information to the Tribe, subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency and status as a member of Law Enforcement Intelligence Unit. Should any renewal application be denied, the State shall send to the Tribe a copy of the statement sent to the applicant setting forth the grounds for the non-renewal of the certification. In the event the State issues a letter of ineligibility for a renewal applicant, the Tribe may either withdraw the application or submit the matter to dispute resolution. Should a Tribal licensee become ineligible during the twelve (12) month licensure period, as determined from a review by the State, the Tribe may withdraw the application or submit the matter to dispute resolution.

I. Identification Cards. The Tribal Gaming Agency shall require all gaming employees to wear, in plain view, identification cards issued by the Tribal Gaming Agency which include photo, first name and an identification number unique to the individual Tribal license and/or certification which shall include a Tribal seal or signature, and a date of expiration.

J. Exchange of Tribal Licensing and State Certification Information. In an effort to ensure a qualified work force in all areas of Class III gaming, and in all types of gambling authorized under the laws of the State, upon completion of any administrative action or legal proceeding against a Tribal license or State certification, the final disposition shall be forwarded to either the Tribal Gaming Agency or the State Gaming Agency and maintained as part of both agencies' permanent licensing records.

K. Fees for State Certification. The fees for initial and the renewal of State certification shall be determined pursuant to WAC 230-05-030 for service suppliers, manufacturers and distributors. Provided, should actual costs incurred by the State Gaming Agency exceed the stated fees, those costs will be assessed to the applicants during the investigation process. Payment in full to the State Gaming Agency will be required prior to beginning the investigation for the issuance of State certification. Notwithstanding any other provision of this Compact, the State Gaming Agency may modify any of the above fees consistent with like fees charged by the State Gaming Agency for non-Compact gaming elsewhere in the State by giving the Tribe sixty (60) days notice of intent to modify fees. Should a dispute arise under this section it shall be resolved pursuant to Section XII of this Compact. The fees for State eligibility verification are set forth in Section XIII.(E).

L. Fees for Tribal License. The Tribal Gaming Agency shall establish the fees for Tribal gaming licenses.

M. Summary Suspension of Tribal License. The Tribal Gaming Agency, pursuant to the laws of the Tribe, may summarily suspend any Tribal license if the continued licensing of a person or entity constitutes an immediate and potentially serious threat to the public health, safety or welfare.

N. 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.

O. Submission to State Administrative Process. Applicants for State certification agree by submitting such application to submit to State jurisdiction to the extent necessary to determine qualification to hold such certification, including all necessary administrative procedures, hearings and appeals pursuant to RCW 9.46, WAC 230-17, and the State Administrative Procedures Act, RCW 34.05.

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

A. 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 on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands, shall be that of the Tribal Gaming Agency. The Tribal Gaming Agency will develop a strong program of regulation and control demonstrating an adequate level of proficiency, which includes the hiring of trained Tribal Gaming Agents, and independent regulatory and reporting structure separate from that the gaming operation or tribal bodies, a thorough and developed system for reporting of Compact violations, and a strong and consistent presence with ~~the~~ each Class III facility. As part of its structure, the Tribal Gaming Agency shall perform the following functions:

1. Enforce in the gaming operation, including ~~the~~ each facility, all relevant laws;

2. Ensure the physical safety of patrons in ~~the~~ each establishment;

3. Ensure the physical safety of personnel employed by ~~the~~ each establishment;

4. Ensure the physical safeguarding of assets transported to and from ~~the~~ each gaming facility and 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~~ any gaming facility. Each incident, without regard to materiality, 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~~ entered as a permanent record into the computer application by Tribal Gaming Agents (TGA) as part of their daily log:

C. **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 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~~. The Tribal Gaming Agency shall notify the State Gaming Agency within seventy-two (72) hours of the time the violation(s) was noted.

E. **Reporting to State Gaming Agency.** The Tribal Gaming Agency shall ~~forward~~ make available 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 requested services to ensure proper compliance with the provisions of this Compact, Tribal Ordinances, laws of the Tribe, or applicable laws of the State.

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

A. 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 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 when possible, notice shall be giving to the Tribal Gaming Agency or to a Tribal gaming inspector in the facility, and the Tribal Gaming Agency may assign a Tribal agent or other representative to accompany the State agent while on ~~the~~ Squaxin Island ~~Reservation~~ 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.

D. **Cooperation with Tribal Gaming Agency.** The State Gaming Agency and the Commission shall meet periodically with the Tribal Gaming Agency and cooperate fully in 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~~ a gaming facility or not, which adversely affects State, Tribal or public interests relating to the gaming ~~facility~~ facilities and operation. Provided, such disclosure shall not compromise the interest sought to be protected.

E. Jurisdictional Issues. Except as expressly set forth herein, nothing in this Compact is intended nor shall it confer upon the State or any other non-Tribal entity any jurisdiction or exclusive jurisdiction with respect to non-gaming related activities on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands. Except as expressly set forth herein, and then only to the extent expressly set forth herein, the terms of this document do not constitute a waiver of sovereign immunity and any such waiver is and shall be deemed to be only a limited waiver solely for the purposes set forth in this Compact. The terms of such limited waiver of sovereign immunity shall be strictly construed.

7. Section IX, A and D are amended to read as follows:

A. Investigative Authority. The Tribal Gaming Agency, the Tribal Law Enforcement Agency, the Mason County Sheriff or law enforcement agencies cross deputized by the

Tribal Law Enforcement Agency, the Washington State Patrol, the State Gaming Agency, and the Commission shall have the authority to investigate any gambling and related crimes against the laws of Chapter 9.46 RCW or Chapter 67.16 RCW to the extent said State laws are expressly made applicable herein, and that occur on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands. Except as expressly set forth in this Compact, nothing herein shall be or be deemed to be a consent, grant or waiver of any sovereign right or immunity of the Tribe with respect to the Tribe, ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands, members of the Tribe, or any other individuals or entities subject to Tribal jurisdiction.

D. Exception to Consent. Except for the concurrent jurisdiction of the State with respect to gaming on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands contained in this Section and elsewhere for acts of individuals, nothing in this Compact shall be deemed a consent or submission of or by the Tribe to the concurrent jurisdiction and/or application of other laws of the State.

8. Section XI, 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. 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; 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 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 gaming ~~facility~~ facilities. The Tribal Gaming Agency shall ~~send a copy of its list on a quarterly basis to the State Gaming Agency~~ make available the barring list to the State Gaming Agency on a continuing basis.

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~~ a 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.C of this Compact.

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 ~~its~~ 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.C of this Compact.

9. Section XII, B, C-3, and E are amended to read as follows:

B. Injunction Against the Tribe, the Tribal Gaming Operation, or any Individual. The State Gaming Agency may bring an action to enjoin the Tribe, the Tribal gaming operation, or any individual, if the State determines that any gaming operation authorized by the provisions of this Compact is being conducted in violation of the provisions of this Compact or if any Class III activity is being conducted by others elsewhere on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands in violation of the provisions of this Compact. Such action shall be brought in the U.S. District Court, pursuant to 25 USC §2710(d)(7)(A)(ii). Solely for the purpose of this remedy, the Tribe consents to such suit and hereby agrees to a limited waiver of sovereign immunity for the purposes set forth in this sub-section. Prior to bringing such action, the State Gaming Agency shall notify the Tribe, the Tribal Gaming Agency and the Tribal Gaming Operation of the alleged violation(s) and the parties shall meet and confer in a good faith attempt to correct the alleged violation before court action is sought.

C-3. If the dispute is not resolved to the satisfaction of the parties within twenty (20) days of the first meeting, then the party may seek to have the dispute resolved by and in accordance with the policies and procedures of the Judicial Arbitration and Management Service of Seattle, Washington (JAMS), at sites which alternate between ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands and the State Gaming Agency or Commission offices after each arbitration dispute, i.e, the first arbitration dispute, until completed, shall be held on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands; the next arbitration dispute, until completed, shall be held at the State Gaming Agency or Commission offices; and so forth.

E. Method of Collection and Payment to Washington State Council on Problem Gambling. Any civil fines collected by the State Gaming Agency or the Tribal Gaming Agency pursuant to the provisions of this Compact shall be disbursed at the end of each fiscal year to the Washington State Council on Problem Gambling, a bona fide nonprofit organization, provided that the organization offers some program which takes affirmative steps to reach the Indian community in Washington State. In the event the Washington State Council on Problem Gambling does not have such an Indian program, or ceases to exist, or substantially changes its purpose, then the parties agree to meet and in good faith designate a successor recipient bona fide nonprofit organization whose primary purposes are related to addressing the ills of compulsive and/or problem gambling within the State, ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands and the neighboring communities. Provided, in the event a dispute arises, it will be resolved pursuant to Section XII.C of this Compact.

10. Section XIV, C is amended to read as follows:

C. Community and Enforcement Impact Contribution. The Squaxin Island Tribe provides a police department and tribal court system to enforce criminal law and order codes against Squaxin Island tribal members and civil administrative codes against all persons within the Tribe's jurisdiction. The Tribe recognizes that adequate enforcement and the availability of support services and assistance is critical to the safe operation of the gaming activities and that activities directly and indirectly associated with the operation of gaming facilities on ~~the~~ Squaxin Island ~~Reservation~~ Tribal Lands may impact surrounding local law enforcement and other local governmental service agencies, and place an increased burden on them. To that end, the Tribe hereby agrees to establish a fund for purpose of providing assistance to non-tribal local law enforcement, emergency services and/or other local governmental service agencies (including those agencies responsible for traffic and transportation) impacted by ~~the~~ a Class III gaming facility and to withhold and disburse 2.0% of the Net Win from Class III gaming operation, with the exclusion of the satellite wagering activities, for this fund ("Community Contribution"). Further, the Tribe shall, on a quarterly basis beginning no more than three months from the date ~~the~~ a facility opens to the public, distribute this fund to non-tribal local law enforcement and local governmental service agencies materially impacted by the Class III gaming operation. Distributions from the fund shall be paid within forty-five (45) days following the end of each quarter (January 31, April 30, July 31, and October 31), beginning with the end of the first quarter following the date ~~the~~ a facility opens to the public, and quarterly thereafter. These funds shall be shared by all non-tribal local law enforcement and local governmental service agencies materially impacted by the gaming operation based on evidence of impacts presented by each agency; provided, however, the first priority for the distribution of this fund will be to the Mason County Sheriff in an amount sufficient to cover the cost of monitoring, routine patrol and response services. The Mason County Sheriff shall receive directly from the fund an amount sufficient to cover the expenses for any additional staffing required, including salary, benefits, training and vehicle costs.

A committee consisting of two (2) representatives of the Squaxin Island Tribal Government; a representative from Mason County; and a representative of the State Gaming Agency shall be

established. The composition of this committee may be altered by mutual agreement of the Tribal and State Gaming Agencies, if necessary. The committee shall meet at least annually to discuss impacts within the county and on ~~the Reservation~~ Squaxin Island Tribal Lands, the level of services provided, use of the funds, and to determine the distribution of the funds. Within six (6) months of the date of final approval of this Compact and annually thereafter, the Tribe and any impacted local service agencies seeking funds from the Community Contribution shall enter into a Memorandum or Memoranda of Understanding (MOU) delineating the anticipated governmental relationships, responsibilities, services to be provided during the following year, and utilization of the funds. The MOU(s) will prioritize the disbursements to mitigate off-reservation impacts and may include enforcement protocol or other similar agreements. The MOU(s) shall also provide that the committee may adjust annually the funds distributed to meet the impacts associated with Class III gaming. In the event of a dispute that cannot be resolved by agreement of the parties, either the State Gaming Agency or the Tribe may seek resolution through the arbitration provisions of Section XII.C of this Compact. The determination of the arbitrator shall be binding on all parties, including local government agencies. The MOU terms as determined by the arbitrator shall be promptly executed by the parties, and the funds disbursed. No Class II gaming revenues, satellite wagering revenues, or non-gaming revenues shall be included with the 2.0% budgeted and disbursed as set forth in this Section.

11. New 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 has the same negative consequences as other behavioral addictions. The Tribe agrees to establish an education and awareness program for Tribal Lands and surrounding communities funded in part or in whole with monies set aside under Appendix X2, Section 14.4 for that purpose. The Tribe will provide information about education, awareness, and treatment program services in its annual community investments and contributions report under Appendix X2, Section 14.7, which includes a certified statement regarding the date or time period of contributions, a brief description of programs and services, and an approximate dollar value of investments and contributions. The Parties agree to work together in good faith to share information related to problem gambling best practices and to meet promptly on the request of either party to discuss issues related to problem gambling.

12. The existing text of Section XIII is labeled subsection A, and new Section B is added to Section XIII to read as follows:

B The Tribal Gaming Agency and the State Gaming Agency shall enter into a Memorandum of Understanding, which may be amended from time to time regarding fees and submittal process for eligibility determinations. Based on the initial fee, the State may adjust the fee based on efficiencies or cost increases.

13. Replace previously amended Section XV D.4. and D.6. with new Section XV D.4. as follows:

4. Authorization to Other Tribes. Notwithstanding any other provision of this Compact to the contrary, in the event that the State enters into or amends a compact with another tribe and such agreement gives such tribe more gaming facilities, activities, stations, or higher wager limits, more hours of operation, different games, or any combination thereof, than provided under the terms of this Compact, then this Compact shall be amended thereby upon approval and acceptance of any such increases by the Tribe and upon copies of the written incorporation of such amendments into this Compact being provided to the State. Further, in the event that the State enters into or amends a compact with another tribe and such agreement gives such tribe any other competitive advantage by means of an item not listed above, then this Compact shall be renegotiated and amended to incorporate that item to maintain competitive equality. To the extent the tribe receiving the competitive advantage is located East of the Cascade Mountains, the Tribe shall demonstrate the competitive advantage has resulted in adverse economic impacts to the Tribe's Class III operations before the Compact is renegotiated and amended.

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

SQUAXIN ISLAND TRIBE

BY: _____
ARNOLD COOPER
Chairman

DATED: 5/25/2017

STATE OF WASHINGTON

BY: _____
JAY INSLEE
Governor

DATED: 6/5/2017

APPENDIX C
SQUAXIN ISLAND 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: _____