United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

NOV 13 1995

Honorable Larry Priest
Vice-Chairman
Lummi Nation
2626 Kwina Road
Bellingham, Washington 98226-9298

Dear Vice-Chairman Priest:

On September 29, 1995, we received the Tribal-State Compact for Class III Gaming (Compact) between the Lummi Nation (Tribe) and the State of Washington (State), dated September 21, 1995. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

Notwithstanding our approval of the Compact, Section 11(d)(1) of the IGRA, 25 U.S.C. § 2710(d)(1), requires that tribal gaming ordinances be approved by the Chairman of the National Indian Gaming Commission (NIGC). Regulations governing approval of Class II and Class III gaming ordinances are found in 25 C.F.R. §§ 501.1-577.15 (1995). Pursuant to the IGRA and the regulations, even previously existing gaming ordinances must be submitted to the NIGC for approval when requested by the Chairman. The Tribe may want to contact the NIGC at (202) 632-7003 for further information to determine when and how to submit the ordinance for approval by the NIGC.

We note, however, that the Tribe must come within an exception to the Professional and Amateur Sports Protection Act (PASPA), 28 U.S.C. §§ 3701-3704, to conduct sports betting under the Compact. PASPA makes it unlawful for a government entity, including an Indian tribe, to sponsor or operate gambling on amateur or professional sports. To be lawful, any sports gaming pursuant to § 3(E) of the Compact must come within one of the exceptions authorized by Section 3704 of PASPA.

The exception at Section 3704 (a)(2) establishes two criteria which must be met to authorize sports betting. First, the gambling must be authorized by a statute in effect on October 2, 1991. Second, the gambling must actually have

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been conducted sometime between September 1, 1989, and October 2, 1991. Sports pools are authorized by Washington statutes which were enacted in 1987. Washington Code Annotated Section RCW 9.46.0335. The 1987 law authorizing sports pools passed by the Washington Legislature became effective March 16, 1987. Therefore, if games were conducted as authorized by the Washington statutes during the relevant period, we believe the Tribe may establish that it falls within the exception to the general prohibition against sports betting. We are not, however, in a position to verify the factual basis for establishing whether the Tribe comes within the exception. Therefore, we express no opinion on the matter.

In addition, if the Tribe enters into a management contract for the operation and management of the Tribe's gaming facility, the contract must likewise be submitted to, and approved by the Chairman of the NIGC pursuant to Section 11(d)(9) of the IGRA, 25 U.S.C. § 2710(d)(9) and the NIGC's regulations governing management contracts. The Tribe may want to contact the NIGC for information on submitting the ordinance and the management contract for approval by the NIGC.

We wish the Tribe and the State success in their economic venture.

Sincerely,

Ada E. Deer

Ada E. Deer
Assistant Secretary - Indian Affairs

Enclosures

Identical Letter Sent to: Honorable Mike Lowry
Governor of Washington
State Capitol
Olympia, Washington 95804

cc: Portland Area Director w/copy
Supt., Puget Sound Agency w/copy
National Indian Gaming Commission w/ copy
Pacific NW Regional Field Solicitor w/copy
Washington US Atty. (Western Dist.) w/copy

FOR FURTHER INFORMATION CONTACT: Your local AoA Regional Administration as listed in the original Federal Register announcement dated September 6, 1995 on pages 46283–46287.

Fernando M. Torres-Gil,

Assistant Secretary for Aging.

[FR Doc. 95–30667 Filed 12–15–95; 8:45 am]

BILLING CODE 4130–01–M

Administration for Children and Families

Child Welfare Waiver Demonstrations Pursuant to Section 1130 of the Social Security Act (the Act); Titles IV–E and IV–B of the Act; Public Law 103–432

AGENCY: Administration on Children, Youth and Families (ACYF), ACF, DHHS.

ACTION: Public notice.

SUMMARY: This notice amends the Public Notice published in the Federal Register on September 7, 1995 (60 FR 46616), by extending the December 31, 1995 due date for accepting new child welfare waiver demonstration proposals for any Second Round of proposals. A new Federal Register announcement will be published in January, 1996, to provide a new deadline for submission of additional child welfare waiver demonstration proposals if it is determined that additional proposals will be considered.

FOR FURTHER INFORMATION CONTACT; Michael W. Ambrose at (202) 205–8618.

SUPPLEMENTARY INFORMATION: On September 7, 1995, the Administration on Children, Youth and Families published a Public Notice in the Federal Register that summarized the child welfare waiver demonstration proposals submitted to date and established December 31, 1994 as a due date for the submission of proposals for Round Two. This amendment cancels the December 31, 1995 due date. Any new Federal Register announcement providing a new deadline for child welfare waiver demonstration proposals will be published in January, 1996.

(Catalog of Federal Domestic Assistance Program Numbers 93.645, Child Services-State Grants; 93.658, Foster Care Maintenance; 93.659, Adoption Assistance)

Dated: December 11, 1995.

Olivia A. Golden,

Commissioner, Administration on Children, Youth and Families.

[FR Doc. 95–30650 Filed 12–15–95; 8:45 am]

BILLING CODE 4184–01–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming; Lummi Nation, WA

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Tribal/State Compact.

SUMMARY: Pursuant to 25 U.S.C. 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the Federal Register, notice of approved Tribal/State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Tribal-State Compact for Class III Gaming between the Lummi Nation and the State of Washington, which was executed on September 21, 1995.

DATES: December 18, 1995.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, D.C. 20240, (202) 219–4068.

Dated: November 13, 1995.

Ada E. Deer,

Assistant Secretary—Indian Affairs.

[FR Doc. 95–30339 Filed 12–15–95; 8:45 am]

BILLING CODE 4310–02–P

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Second Amendment to Tribal-State Compact.

SUMMARY: Pursuant to 25 U.S.C. 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the Federal Register, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Second Amendment to the Winnebago Tribe of Nebraska and the State of Iowa Gaming Compact between the Winnebago Tribe of Nebraska and the State of Iowa, which was executed on September 12, 1995.

EFFECTIVE DATES: December 18, 1995.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, D.C. 20240, (202) 219–4068.

Dated: November 13, 1995.

Ada E. Deer,

Assistant Secretary—Indian Affairs.

[FR Doc. 95–30655 Filed 12–15–95; 8:45 am]

BILLING CODE 4310–02–P

Geological Survey

Federal Geographic Data Committee (FGDC); Application Notice Establishing the Closing Date for Transmittal of Applications Under the FGDC National Spatial Data Infrastructure (NSDI) Competitive Cooperative Agreements Program for Fiscal Year (FY) 1996

AGENCY: U.S. Geological Survey, Interior.

ACTION: Notice inviting applications for competitive cooperative agreement awards for fiscal year 1996.

SUMMARY: The purpose of the FGDC National Spatial Data Infrastructure (NSDI) Competitive Cooperative Agreements Program is to facilitate and foster partnerships and alliances within and among various public and private entities to assist in building the NSDI. The NSDI consists of policies, standards, agreements, and partnerships among a variety of sectors and disciplines that will promote more cost-effective production, ready availability, and greater use of high quality geospatial data. The NSDI Competitive Cooperative Agreements Program is intended to encourage resource-sharing projects, between and among the public and private sector through the use of technology, networking, and enhanced interagency coordination efforts. Proposals must involve two or more organizations and participants are expected to cost share in the project. Activities initiated under this program will promote development and maintenance of and access to data sets that are needed for national, regional, state, and local analyses. Authority for this program is contained in the Department of the Interior and Related Agencies Appropriations Act of 1996.

Applications may be submitted by State and local government agencies, educational institutions, private firms, private foundations, and Federally acknowledged or state-recognized Native American tribes or groups.

TRIBAL-STATE COMPACT FOR CLASS III GAMING

Between the

Lummi Nation

and the

State of Washington

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INTRODUCTION

THIS COMPACT is entered into pursuant to the Indian Gaming Regulatory Act of 1988, P.L. 100-497, codified at 25 USC §§ 2701-2721 and 18 USC §§ 1166-1168 (hereafter "IGRA" or "Act").

PARTIES

THIS TRIBAL-STATE COMPACT is made and entered into by and between the LUMMI NATION (hereafter "Nation"), a federally-recognized Indian Nation, possessed of all sovereign powers and rights thereto pertaining; and the STATE OF WASHINGTON (hereafter "State"), as a sovereign state of the United States, with all rights and powers thereto pertaining.

DECLARATION OF POLICY AND PURPOSE

IGRA provides for the negotiation of compacts between States and Tribes to govern the conduct of Class III gaming. Indian tribes have rights under IGRA to regulate gaming activities on Indian lands if the gaming activity is not specifically prohibited by Federal law and is conducted within a state which does not, as a matter of criminal law and public policy, prohibit such gaming activity. The overarching policy of the Act is to provide a framework for the operation of gaming by Indian tribes as a means of promoting Tribal economic development, self-sufficiency and strong Tribal governments, as well as providing a basis for the regulation of gaming by an Indian tribe adequate to shield it from organized crime and other corrupting influences, to ensure that the Indian tribe is the primary beneficiary of the gaming operation and to assure that gaming is conducted fairly and honestly by both the operator and players. The terms and conditions set forth below to regulate Class III gaming conducted by the Nation have been agreed to pursuant to that congressional mandate.

It is the stated intention of the parties hereto to foster full cooperation between the Nation and the State on the basis of a shared concern for the welfare and protection of all the members of the Nation and citizens of the State as a result of gaming on the Lummi Reservation. Through this Compact, the parties desire to further the purposes of IGRA for the benefit of the Nation and the protection of the State, by creating a cooperative means

through which the Nation may lawfully conduct Class III gaming activities on the Lummi Reservation that the State permits for any purpose by any person, organization or entity. To that end, this Compact defines the manner in which laws regulating the conduct of the Nation's Class III gaming activities are to be applied in order that the respective Nation and State interests may be met.

The Nation and the State have mutually agreed, within the parameters established by the Act, to the following provisions governing the conduct of Class III gaming activities on the lands of the Nation, which are designed to (a) protect the health, welfare and safety of the citizens of the Nation and the State, (b) continue and enhance the Nation's existing system of gaming regulation on the Lummi Reservation in order to ensure the fair and honest operation of such gaming, and (c) minimize the possibility of corruption or illegal practices in conjunction with such activities. The State specifically acknowledges that since 1991, the Lummi Nation has operated "grandfathered" house-banked blackjack games at one hundred dollar ($100) wager limits for twenty-four (24) hours per day, as well as pai gow and various poker games without causing adverse impacts on the Lummi Reservation or in surrounding non-Indian communities, and that the Lummi Indian Gaming Commission has cooperated extensively and effectively with federal law enforcement authorities in protecting the integrity of gaming at the Lummi Casino.

The policy of the State, as set forth in Chapter 9.46 RCW, is to permit limited and highly regulated casino gaming for non-commercial purposes, and to restrain individuals from seeking profit from what the State defines as professional gambling activities. The provisions of Chapter 9.46 RCW and Title 230 WAC regulate gambling activities; the provisions of Chapter 67.16 RCW and Title 260 WAC authorize and regulate horse racing activities, including parimutuel satellite wagering, in Washington State. The State agrees that the Nation is authorized, as a result of the provisions of IGRA and the terms of this Compact, to engage in the Class III gaming activities expressly permitted herein.

The Nation and the State believe the conduct of Class III gaming under the terms and conditions set forth below will, from a regulatory perspective, benefit the Nation and the

State and protect the members of the Nation and the citizens of the State consistent with the objectives of IGRA.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to be derived, the Nation and State do enter into this Compact as provided for herein.

SECTION I - TITLE

This document shall be cited as "The Lummi Nation - State of Washington Gaming Compact."

SECTION II - DEFINITIONS

For purposes of this Compact:

A. "Act" means the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 USC §§ 2701 et seq. and 18 USC §§ 1166 et seq. (also IGRA).

B. "Applicant" means any individual who has applied for a tribal license or state certification, whether or not such license or certification is ultimately granted.

C. "Class II Gaming" means all forms of gaming as defined in 25 USC §2703(7) and by the regulations, formal opinions or decisions of the National Indian Gaming Commission ("NIGC"), specifically including twenty-four (24) hour house-banked blackjack at stations with wager limits of up to one hundred dollars ($100).

D. "Class III Gaming" means all forms of gaming as defined in 25 USC §2703(8) and by regulations of the National Indian Gaming Commission and are authorized under this Compact as Class III games. Pull-tabs and punchboards, even though discussed herein, are specifically deemed to be Class II games when operated in conjunction with bingo.

E. "Code" means the Lummi Tribal Code, as amended.

F. "Commission" means the Washington Horse Racing Commission, a State agency.

G. "Compact" means this Compact.

H. "Gambling Device" means any device or mechanism the operation of which a right to money, credits, deposits or other things of value may be created, in return for a consideration, as the result of the operation of an element of chance and any device or

mechanism which, when operated for a consideration, does not return the same value or thing of value for the same consideration upon each operation thereof. Notwithstanding the foregoing, "gambling device" does not include any device that, in the opinion of the National Indian Gaming Commission, is a permissible computer, electronic or other technologic aid to Class II gaming activity.

I. "Gaming Employee" means any individual employed in the operation or management of gaming in connection with the Nation's gaming operation or facility, whether employed by or contracted to the Nation or by or to any person or enterprise providing gaming operation and management services to the Nation, including, but not limited to: gaming operation managers and assistant managers; accounting personnel; surveillance and security personnel; cashiers; 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 related to gaming that are not otherwise open to the public, or to areas designated by the Lummi Nation and State Gaming Agencies.

J. "Gaming Facility" means the building in which Class III Gaming activities as authorized by this Compact are conducted on Lummi Nation Lands.

K. "Gaming Operation" means the enterprise operated by the Nation on Lummi Nation Lands for the conduct of any form of Class III gaming in any gaming facility.

L. "Gaming Services" means the providing of any goods or services to the Nation, whether on or off site, directly in connection with the operation of Class III gaming in a gaming facility, including equipment, maintenance or security services for the gaming facility. Gaming services shall not include professional legal and accounting services.

M. "Gaming Station" means a gaming table of the same general size and configuration as is commonly used in Nevada for similar games.

N. "Individual" means, but is not limited to, natural persons and business entities including business sole-proprietorships, partnerships, corporations, joint ventures, organizations and associations.

O. "Local Law Enforcement Agency" means the State Gaming Agency, Washington State Patrol, and any other non-Lummi Nation law enforcement agency in the vicinity of the Gaming Operation, including Whatcom County Sheriff's Department, which has jurisdiction to enforce state gaming laws on Lummi Nation Lands pursuant to the terms of this Compact, or has a co-operative, mutual aid or cross-deputization agreement approved by the Nation. Except as otherwise expressly provided in this Compact, nothing in this definition or in any provision of this Compact is intended to expand, waive, confer or limit the jurisdiction of any law enforcement agency on Lummi Nation Lands.

P. "Management Entity" means any individual with whom, or other business entity with which, the Nation has entered into a contractual agreement for financing, development or operation of any Class III gaming activities on the Lummi Reservation.

Q. "Net Win" means the total amount of gaming station income (gross gaming revenue) after prizes or winnings have been paid out; i.e., the difference between the total amount wagered or played and the amounts repaid to winners.

R. "Principal" means with respect to any entity: (i) each of its officers and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, or general manager; (iii) each of its owners or partners, if an unincorporated business; (iv) each of its shareholders who own more than ten percent of the shares of the corporation, if a corporation; and (v) each person other than a banking institution who has provided financing for the enterprise constituting more than ten percent (10%) of the start-up capital or operating capital over a twelve (12) month period, or a combination thereof. For purposes of this definition, where there is any commonality of the characteristics identified in (i) through (iv) above between any two (2) or more entities, those entities shall be deemed to be a single entity.

S. "RCW" means the Revised Code of Washington, as amended.

T. "State" means the State of Washington, its authorized officials, agents and representatives.

U. "State Certification" means the process utilized by the State Gaming Agency to assist the Nation and ensure that all individuals or other entities or persons required to be certified are qualified to hold such certification in accordance with this Compact.

V. "State Gaming Agency" means the Washington State Gambling Commission.

W. "Lummi Indian Gaming Commission" means the Lummi Indian Gaming Commission or such other agency of the Nation as the Nation may from time to time designate by written notice to the State as the single Lummi Nation agency primarily responsible for regulatory oversight of Class III Gaming as authorized by this Compact. No person employed in the management or operation of gaming activities on Lummi Nation lands may be a member of or employed in the operation of the Lummi Indian Gaming Commission.

X. "Lummi Nation Law Enforcement Agency" means the Lummi Law and Order Department or any other police force that the Nation may from time to time establish and maintain pursuant to the Nation's powers of self-government to carry out law enforcement within the Lummi Reservation.

Y. "Lummi Nation Licensing" means the licensing process utilized by the Nation to ensure all individuals and other entities required to be licensed are qualified to hold such license in accordance with provisions of Lummi Law.

Z. "Nation" means the Lummi Indian Nation, its authorized officials, agents and representatives.

AA. "Lummi Nation Lands" means Indian lands as defined by 25 USC § 2703(4)(A) and (B), subject to the provisions of 25 USC § 2719.

BB. "WAC" means the Washington Administrative Code, as amended.

CC. "Phase 1" means wager limits of up to two hundred fifty dollars ($250) and operating hours of up to one hundred twelve (112) hours per week on an annualized basis for designated Class III gaming stations authorized under this Compact.

DD. "Phase 2" means wager limits of up to five hundred dollars ($500) and operating hours of up to one hundred forty (140) hours per week on an annualized basis for designated Class III wagering stations authorized under this Compact.

EE. "Lummi Nation Member" is a person who is enrolled as a member of the Lummi Nation pursuant to Article II of the Lummi Nation's Constitution and Bylaws, and eligible for the special programs and services provided by the United States to Indians because of their status as an Indian under federal law.

FF. "Non-member Indian" is a person who is duly enrolled in another federally recognized Indian Nation, Tribe, Band, or Community within the United States, and eligible for the special programs and services provided by the United States to Indians because of their status as an Indian under federal law.

SECTION III - NATURE, SIZE AND SCOPE OF CLASS III GAMING

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

1. Baccarat;
2. Beat My Shake;
3. Beat the Dealer;
4. Blackjack (to the extent not played as a Class II game);
5. 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. Pai-gow (to the extent not played as a Class II game);

15. Poker (to the extent not played as a Class II game);

16. Red Dog;

17. Roulette;

18. Ship-Captain-Crew;

19. Sic-Bo;

20. Sports Pools, subject to Appendix B;

21. Sweet Sixteen;

22. Punchboards and Pull-tabs, subject to Appendix B; and

23. Washington State Lottery tickets, subject to Appendix B.

B. Lottery-type Games. For games including keno and keno-type games, instant tickets, on-line games, or other lottery-type games authorized for play for any purpose by any person, organization, or entity in the State of Washington that are not otherwise treated as Class II gaming in Washington pursuant to 25 USC § 2703(7), the Nation will submit the proposed rules, manner of regulation and manner of play to the State Gaming Agency at least sixty (60) days prior to the time play shall begin. If the State makes no objection within said sixty (60) day period, or affirmatively approves the Nation's submission before sixty (60) days have elapsed since the Nation's submission, the Nation may begin offering the game in accordance with its proposed rules, regulations and manner of play, upon the earlier of the State's approval or sixty (60) days. If any dispute arises between the Nation and the State with respect to the nature of the game, security issues, rules of play, or training and enforcement associated with regulation, the State and Lummi Indian Gaming Agencies shall meet and resolve the dispute prior to the time play of that game can begin. If the dispute cannot be resolved by the parties through discussion, then the Nation may initiate formal negotiations subject to the provisions of the Indian Gaming Regulatory Act. Provided further, that upon mutual agreement of the Lummi Nation and State Gaming Agencies, some or all of the unresolved issues may be submitted to arbitration under Section XII.C.

C. Other Class III Table Games. With respect to any other Class III table games similar to those set forth above that would also be authorized for play for any purpose by any person, organization, or entity in the State and that are not otherwise treated as Class II gaming in Washington pursuant to 25 USC § 2703(7), the Nation shall provide the game regulations thereof to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. If the State Gaming Agency does not object within thirty (30) days after receipt of such notice, the Nation may begin offering the game. If a dispute arises between the Nation and the State Gaming Agency with respect to issues including, but not limited to, the rules of the game, legality of the game, manner of play, or training and enforcement associated with the regulation thereof, the State and Lummi Indian Gaming Agencies shall meet and attempt to resolve the dispute through good faith negotiations prior to the time play of that game can begin. If either party believes, after such negotiations have commenced, that a resolution by the parties cannot be achieved, then either or both parties shall be entitled to have the dispute resolved pursuant to the dispute resolution provisions of Section XII.C below. Notwithstanding the foregoing, if the State authorizes any other Tribe, person or entity to conduct such a game, the Nation may offer said game under the same rules and manner of play previously approved by the State upon ten (10) days' notice to the State Gaming Agency. If the State objects to the Nation's offering of such a game for reasons other than lack of training or enforcement capability, the Nation shall be entitled to conduct the game in accordance with its submitted (and previously approved for another Class III operation,) rules and manner of play unless and until the State's objections have been resolved in the State's favor.

D. Authorized Gaming Operation and Facility.

1. The Nation may establish one Class III gaming operation and gaming facility for the operation of any Class III games authorized pursuant to this Compact. The Nation shall give the State Gaming Agency at least sixty (60) days' notice of any intention to relocate its Class III gaming activities to another facility, and also shall provide the State Gaming Agency with a copy of any application that it may file to serve alcoholic beverages

in its Class III gaming facility when such application is filed with the appropriate State licensing agency.

2. The facility authorized by this Compact shall be located on the Lummi Reservation. Should the tribe request to re-negotiate the location issue, such re-negotiations shall be conducted in accordance with 25 USC §2710 (d) and without prejudice to the State's rights under 25 USC §2719. Arbitration remedies contained in this compact shall not be applicable to any dispute arising from such re-negotiation.

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

F. Size of Gaming Floor. The actual gaming floor devoted to Class III activities within the gaming facility shall be determined by the Nation.

G. Number of Gaming Stations.

1. Recognition of Existing Operations. The Lummi Indian Business Council (LIBC) has, under 25 USC § 2710(a)(2), the right to operate unlimited Class II gaming activities. Included in these Class II operations are, as a result of the operation of the grandfather provision of 25 USC § 2703(7)(C), tables operating blackjack at one hundred dollar ($100) wager limits on a continual twenty-four hour (24 hour) basis, three hundred sixty-five (365) days per year. The State recognizes that the Lummi Indian Business Council has gained unique and extensive operational and regulatory experience from the operation of its large forty-two (42) table gaming facility on the Nation's lands. The State also recognizes that there have been no detectable adverse impacts on the surrounding communities because of the Lummi Casino's isolated location and the fact that the Casino does not now serve alcoholic beverages. The State also recognizes the critical role that the Lummi Casino plays in the economy of the Lummi Reservation and the surrounding community in Whatcom County.

2. Initial Class III Operation. Because of the Nation's extensive operational and regulatory experience, the lack of negative impacts on the surrounding community from the current operations, and the positive effects of a successful Casino operation on the Lummi Reservation and Whatcom County, the State agrees that, pursuant to this Compact, the Nation may suspend its current Class II table game operations and immediately begin operation of its existing forty-two (42) blackjack, pai gow and poker tables at what are defined herein as Phase 2 wager limits and operating hours. In addition to the operation of its existing stations under these conditions, the Nation is authorized to operate an additional twenty-five (25) Class III gaming stations, plus one additional "nonprofit" Class III gaming station, at what are defined herein as Phase 1 levels.

3. Implementation of Full Phase 2 Operations. Following completion of the review process outlined in Section III.H.4 of this Compact, the Nation will be authorized to operate a total of fifty Class III gaming stations, and an additional two "non-profit" Class III gaming stations. All fifty-two stations may be operated at what are defined as Phase 2 wager limits and operating hours.

4. Treatment of Grandfathered Blackjack Operations. In exchange for the State's recognition of the Nation's existing grandfathered operations and regulatory experience, the opportunity to expand its existing operation into Class III, add new Class III games, and to accelerate the process of offering Class III gaming at Phase 2 levels, the Nation agrees to limit the number of grandfathered blackjack stations it operates as follows: the Nation agrees for the duration of this Compact to limit to no more than sixteen the number of grandfathered blackjack games it may operate in addition to the fifty-two (52) Class III gaming stations authorized in Section III.G.3 above; provided, that the Nation shall have the continued right to increase the number of blackjack tables operating under grandfathered conditions to a maximum of forty-two (42) and to reduce commensurately the number of Class III gaming stations authorized in Section III.G.3 above.

5. Operation of non-profit stations. If the Nation decides to operate any non-profit gaming station(s), the proceeds from the non-profit station(s) shall be dedicated

to support the activities of bona-fide non-profit organizations not affiliated with or controlled by the Lummi Indian Business Council (LIBC) and exempt from federal taxation under §501(c) of the Internal Revenue Code within Whatcom County or elsewhere in the State of Washington. For the purpose of the determination of "proceeds" from the non-profit station(s) only, proceeds shall mean the net win less the pro rata cost of regulation and operation, specifically excluding capital costs. Therefore, the proceeds shall equal the net win less the costs of regulation and operation, divided by fifty-two (52) Class III gaming stations or such lesser number of Class III gaming stations as the Nation actually places into operation. The LIBC, by appropriate resolutions, shall from time to time designate the organizations to which revenues from the non-profit gaming stations are to be disbursed, and the State Gaming Agency shall be provided with copies of such resolutions and records of all disbursements made pursuant thereto.

H. Wagering Limitations and Phase 2 Conditions.

1. Grandfathered gaming stations. The grandfathered Class II blackjack stations shall operate at $100 wager limits, consistent with their grandfathered status.

2. Initial Class III Operation. Wagering limits for the Initial Class III operation shall be as set forth in Section III. G. 2. above. Provided, that in any player-banked pai gow games, the player-banker may wager up to the maximum wager permissible at each of the betting positions at the table.

3. Full Phase 2 Operations. Wagering limits for the Full Phase 2 operations shall be as set forth in Section III. G. 3. above.

4. Conditions for Phase 2 Implementation.

(a) An increase in the number of gaming stations, hours of operation, or wager limits authorized is conditioned on compliance with the following criteria:

(i) There have been no violation(s) of the provisions of this Compact during the Phase 1 period that have resulted in sanctions imposed by the Federal District Court or the National Indian Gaming Commission;

(ii) There have been no violations of the Compact which are substantial or, due to repetition, would be deemed material;

(iii) There have been no material adverse impacts on the public health, safety or welfare of the surrounding communities in the nature of criminal activities directly attributable to the operation of the Class III gaming activities at the facility;

(iv) The Lummi Indian Gaming Commission has maintained a strong program of regulation and control demonstrating an adequate level of proficiency, which includes the hiring of trained Lummi Indian Gaming Agents, an independent management and reporting structure separate from that of the gaming facility or Lummi Nation bodies, a thorough and developed system for the detecting and reporting of Compact violations, and a strong and consistent presence within the Class III facility; and

(v) There have been no material violations of Appendix A of this Compact.

(b) In recognition of the Nation's pre-existing experience in the operation and successful regulation of a large gaming facility offering "grandfathered" high-stakes, house-banked Class II games, and notwithstanding anything herein to the contrary, within six (6) months of operation of Class III gaming activities under this Compact, the State Gaming Agency shall review the gaming operation and activities to determine Compact compliance and whether the conditions set forth in Section III.H.4.a above have been satisfied. If, as a result of the review, the State Gaming Agency determines that the operation is in compliance with these conditions, the Class III operation may implement Phase 2 levels at up to fifty-two (52) Class III gaming stations. If the State Gaming Agency determines that the Class III operation has not satisfied the conditions, any resulting dispute will be resolved through the dispute resolution procedures set forth in Section XII.C of this Compact. Any increase in the number of gaming stations, hours of operation, or wager limits beyond that initially authorized during Phase 1 of Class III gaming operations shall be conditioned upon satisfying the criteria in Section III.H.4.a above.

I. Hours of Operation. In recognition of the grandfathered status of the Nation's blackjack games, at all times the Nation may operate its grandfathered house-banked blackjack games at wager limits of up to one hundred dollars ($100) without limitation as to periods or hours of operation. Should the Nation choose to utilize wagering levels above the one hundred dollar ($100) grandfather limit for any of the grandfathered stations, those stations may operate for up to twenty (20) hours per day and one hundred forty (140) hours per week on an annualized basis. Until completion of the Phase 2 review required in Section III.H.4, all other Class III gaming stations may operate for up to twenty (20) hours per day and one hundred twelve (112) hours per week on an annualized basis; thereafter, the facility may operate up to fifty-two (52) Class III gaming stations for up to twenty (20) hours per day and one hundred forty (140) hours per week on an annualized basis. In recognition that the Nation's existing gaming facility does not now serve alcoholic beverages and that the operation of grandfathered blackjack games twenty-four (24) hours per day has not had a significant adverse impact on surrounding communities, the Nation shall have the absolute right to designate the hours of operation for Class III gaming. Notwithstanding the foregoing, if the Nation offers alcoholic beverages in its gaming facility and desires to offer Class III gaming activity between the hours of 2:00 a.m. and 6:00 a.m., the Nation shall notify the State Gaming Agency and local law enforcement agencies, and shall be entitled to operate Class III gaming during those hours if no objection is received from such agencies within fifteen (15) days after such notice is given. Provided further, that with the consent of both the Lummi Indian Gaming Commission and the State Gaming Agency, the facility may operate Class III gaming activity for up to seventy-two (72) hours continuously, three (3) times per calendar year.

J. Ownership of Gaming Facility and Gaming Operation. The gaming operation, including the gaming facility, shall be owned and operated by the Nation, but the Nation shall be entitled to contract for management of the gaming facility and gaming operation. Any such contract shall subject the manager to the terms of this Compact, including annual certification and licensing.

K. Prohibited Activities. Any Class III gaming activity not specifically authorized in this Compact is prohibited. Unless subsequently 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 upon Lummi Nation Lands or within the gaming facility.

L. 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. Nothing herein shall preclude persons under the age of eighteen (18) years from patronizing food service and other non-gaming facilities in the gaming operation.

M. Prohibition on Firearms. The possession of firearms by any person within the gaming facility shall be strictly prohibited. Provided, this prohibition shall not apply to authorized agents or officers of the Lummi Indian Gaming Commission, Lummi Nation Law Enforcement Agency, State Gaming Agency, State or Local Law Enforcement agencies.

SECTION IV - LICENSING AND CERTIFICATION REQUIREMENTS

A. Gaming Operation and Facility. Because the Nation currently is operating and regulating its gaming facility under a functioning system of licensing, the gaming operation and gaming facility authorized by this Compact shall be licensed by the Lummi Indian Gaming Commission in conformity with the requirements of this Compact prior to commencement of Class III gaming operations hereunder, and annually thereafter in accordance with the Nation's current licensing cycle. The Nation not having encountered any health or safety-related problems in the operation of its existing gaming facility, for the purposes of initial Class III licensing the Nation's existing facility shall be deemed in compliance with this Compact so as to allow the commencement of Class III gaming activity. Verification of this requirement shall be made by the State Gaming Agency and the Lummi Indian Gaming Commission and, as applicable to the satellite wagering facility and operation the Washington

Horse Racing Commission, through a joint inspection scheduled within thirty (30) days after execution of this Compact. If this inspection discloses significant deficiencies or defects that create a substantial risk of physical injury to patrons or employees, or that significantly impair or threaten to impair the proper functioning of systems for security, surveillance or internal controls, the State Gaming Agency or the Commission, as appropriate, shall provide the Lummi Indian Gaming Commission with a written and detailed report of such deficiencies, and the Nation and the State Gaming Agency shall meet and confer about a plan and schedule to cure such deficiencies. Thereafter, the Nation immediately shall undertake to rectify such deficiencies and shall substantially eliminate such deficiencies within sixty (60) days. To the extent that other deficiencies are remediable without structural alteration to the facility or unreasonable expense, the Nation shall make a good-faith effort to remedy such deficiencies within a reasonable time and at a reasonable cost. The actual costs of final inspection of the facility under this section shall be the responsibility of the Nation.

B. Gaming Employees. Prior to commencing employment, every gaming employee shall be licensed by the Lummi Indian Gaming Commission and certified by the State Gaming Agency, said license and certification to be renewed annually. Notwithstanding the foregoing, any person holding a current Lummi Nation gaming employee license as of September 1, 1995 shall be deemed certified by the State for at least one (1) year from the date of this Compact, upon payment of a fee to defray the State Gaming Agency's cost of opening a file thereon; and provided further, the Lummi Indian Gaming Commission 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 Lummi Indian Gaming Commission of all information held by the State Gaming Agency, and the State Gaming Agency certifies 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 that event, all table gaming employees in the facility shall be subject to the same licensing and/or certification requirements;

provided that this provision shall not be applicable to employees engaged in activities related to bingo, pull-tabs and/or punchboards.

C. Manufacturers and Suppliers of Gaming Services. Each manufacturer and supplier of gaming services shall be licensed by the Lummi Indian Gaming Commission and shall be certified by the State prior to the sale of any gaming services. If the supplier or manufacturer of the services or goods is licensed or certified by the State of Washington it shall be deemed certified to supply those services or goods for the purposes of this Compact. The licensing and certification shall be maintained annually after initial certification. Professional legal and accounting services shall not be subject to the certification and licensing requirements.

D. Financiers. Any party extending financing, directly or indirectly, to the gaming facility or gaming operation shall be subject to the annual licensing requirements of the Lummi Indian Gaming Commission, 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 Lummi Nation 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.

SECTION V - LICENSING AND STATE CERTIFICATION PROCEDURES

A. Procedures for Lummi Nation License Applications and State Certification. Each applicant for a Lummi Nation gaming license and/or State certification shall submit the completed application along with the required information to the Lummi Indian Gaming Commission. Each completed application shall be accompanied by the applicant's fingerprint card(s), current photograph, and the applicable fees required by the State and Lummi Indian Gaming Agencies. The Lummi Indian Gaming Commission shall have sole responsibility for investigating and licensing Lummi Nation members and the spouses of Lummi Nation members, and the State Gaming Agency shall as a matter of course issue certifications to

such persons licensed by the Lummi Indian Gaming Commission. However, to enable the State Gaming Agency to verify the efficacy of the Lummi Indian Gaming Commission's investigatory and licensing processes, upon receipt, the Lummi Indian Gaming Commission will transmit a copy of all application materials for each applicant, together with a set of fingerprint cards, a current photograph, and the certification fee required to the State Gaming Agency, and, during the first year of this Compact, the State Gaming Agency may, at its own cost and in its discretion, randomly check the backgrounds of such existing licensees as of September 1, 1995. For subsequent applications of members and spouses, the State Gaming Agency shall be entitled to randomly review the applications and background information of up to ten percent (10%) of the persons obtaining certification solely on the basis of licensure by the Lummi Indian Gaming Commission, with the cost of such random review being recovered from the application fees tendered with applications for certification. If, based upon such random review, the State Gaming Agency determines that either the licensing or qualification standards of this Compact have not been consistently applied, the State Gaming Agency immediately shall so notify the Lummi Indian Gaming Commission, and shall be entitled to conduct such additional reviews as it deems necessary. The reasonableness of any such determination shall be subject to the dispute resolution procedures of Section XII.C of this Compact. If upon review, the State Gaming Agency determines that a Lummi Nation member or spouse is unfit for licensure or certification (whether full or conditional), the State Gaming Agency shall so notify the Lummi Indian Gaming Commission and the Lummi Indian Gaming Commission shall take appropriate corrective action, subject to the right of the State Gaming Agency to seek review of that action under the dispute resolution procedures of Section XII.C of this Compact.

B. Background Investigations of Applicants. Upon receipt of a completed application and required fee for State certification, the State Gaming Agency shall conduct the necessary background investigation to ensure the applicant is qualified for State certification. The State Gaming Agency shall expedite State certification applications. Upon completion of the necessary background investigation, the State Gaming Agency shall either

issue a State certification to the applicant with a copy to the Lummi Indian Gaming Commission, or deny the application. 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 230-50 WAC with a copy forwarded to the Lummi Indian Gaming Commission. All background materials compiled by the State Gaming Agency in connection with the background investigation of any applicant for certification shall be available to the Lummi Indian Gaming Commission at the State Gaming Agency's office at Lacey 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 the Law Enforcement Intelligence Unit.

C. Grounds for Denial, Revocation or Suspension 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. 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 whose prior activities, criminal record, if any, or reputation, habits and associations pose a threat to the effective regulation of gaming or create or enhance the chances of unfair or illegal practices, methods and activities in the conduct of the gaming activities permitted pursuant to this Compact; or the person has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of a Tribal/State Compact.

2. Has failed to provide any information reasonably required to investigate the application for State certification or to reveal any fact material to such application, or has furnished any information which is untrue or misleading in connection with such application.

3. Has had a Lummi Nation or State gaming license revoked or denied during the twelve (12) months prior to the date of receipt of the application; is currently on probation; or has demonstrated a willful disregard for compliance with gaming regulatory

authority in any jurisdiction, including offenses that could subject the individual or entity to suspension, revocation or forfeiture of a 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.

4. Notwithstanding anything herein to the contrary, in the absence of other violations, it shall not be automatic grounds for revocation, suspension or denial for an Indian from a federally recognized Indian Tribe to have been charged or convicted of a gambling offense committed pursuant to Lummi Tribal authorization and not involving moral turpitude, or the following non-gambling related offenses the occasion of which occurred prior to United States Supreme Court rulings on the subject: (1) fishing or hunting offenses; (2) cigarette, fireworks or alcohol sales offenses; or (3) cases involving the exercise of trust or treaty rights. In the absence of other violations, activities or factors which would warrant denial, revocation or suspension, these Indian individuals shall not be barred solely as a result of such activities from certification.

5. For enrolled members of the Nation, the Lummi Indian Gaming Commission may waive certain criteria for such enrolled members if the waiver does not pose an appreciable risk to the public or the lawful operation of the gaming facility. Upon granting such a waiver, the Lummi Indian Gaming Commission shall within forty-eight (48) hours notify the State Gaming Agency of the waiver, and the State Gaming Agency shall issue a conditional certification. If the State Gaming Agency asserts that issuance of a conditional certification would pose an appreciable risk to the public or the lawful operation of the gaming facility, the State Gaming Agency may utilize the remedy provided in Section V.A., provided that the State shall have the burden of showing by clear and convincing evidence that the waiver would pose such a risk.

D. Right to Hearing for Denial, Revocation or Suspension 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 230-50 WAC. Provided, the State may defer such actions to the Lummi Indian Gaming Commission at the State's discretion, and nothing herein shall prevent the Lummi Indian Gaming Commission from invoking its disciplinary procedures and proceedings independently.

E. Denial, Revocation or Suspension of Licenses Issued by Lummi Indian Gaming Commission. The denial, suspension, or revocation of any Lummi Nation gaming license by the Lummi Indian Gaming Commission shall be in accordance with Lummi Nation ordinances and regulations governing such procedures and the grounds for such actions shall not be less stringent than those of Section V.C.

F. Duration and Renewal of Lummi Nation Issued Licenses and State Certifications. Any Lummi Nation issued license or State certification shall be effective for one (1) year from the date of issuance. Provided, that a licensed or certified employee or party that has applied for renewal may continue to be employed under the expired license or State certification until action is taken on the renewal application by the Lummi Indian Gaming Commission or State Gaming Agency or a summary suspension has occurred. Applicants for renewal of license or certification shall provide updated material as requested, on the appropriate renewal forms, but shall not be required to re-submit historical data already available to the Lummi Indian Gaming Commission or the State Gaming Agency. Additional background investigation shall not be required unless new information concerning the applicant's continuing suitability or eligibility for a license, or a State certification is discovered by either the Lummi Indian Gaming Commission or the State Gaming Agency.

G. Identification Cards. The Lummi Indian Gaming Commission shall require all gaming employees to wear in plain view identification cards issued by the Lummi Indian

Gaming Commission which include photo, first name and an identification number unique to the individual Lummi Nation license and/or certification which shall include a Lummi Nation seal or signature, and a date of expiration.

H. Exchange of 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 Lummi Nation license or State certification, the final disposition, together with all supporting documentation therefor, shall be forwarded to either the Lummi Indian Gaming Commission or the State Gaming Agency and maintained as part of both agencies' permanent licensing records.

I. Fees for State Certification. The fees for State certification shall be the following:

Grandfathered Certification (first year only)	$ 50.00
Gaming Employee (Lummi Tribal member or spouse)	$ 125.00
Gaming Employee (in-state) Initial Certification	$ 200.00
Gaming Employee (out-of-state) Initial Certification	$ 250.00
Gaming Employee (Lummi Tribal member or spouse) - Renewal	$ 50.00
Gaming Employee - Renewal	$ 125.00
Management Entities, Suppliers Manufacturers or Financiers (in-state) Initial Certification	$1500.00
Management Entities, Suppliers Manufacturers or Financiers (out-of-state) Initial Certification	$5000.00
Management Entities, Suppliers Manufacturers or Financiers Renewal	$ 500.00

Provided, should actual costs incurred by the State Gaming Agency exceed the above 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 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 Nation sixty (60) days notice of intent to modify fees. Should a dispute arise under this section it shall be resolved pursuant to Section XII.C of this Compact.

J. Fees for Lummi Nation License. The fees for all gaming employee licenses shall be set by the Lummi Indian Gaming Commission.

K. Temporary Certification of Gaming Employees. Unless the background investigation undertaken by the Lummi Indian Gaming Commission discloses that the applicant has a criminal history, or unless other grounds sufficient to disqualify the applicant pursuant to this section are apparent or have been discovered from the application submitted through the Lummi Indian Gaming Commission, the State Gaming Agency shall upon request of the Lummi Nation gaming operation issue a temporary certification to the applicant within twenty (20) days after receipt of a completed application. However, in the event of an emergency staffing need, the parties may agree to the issuance of temporary certification in a shorter time. The temporary certification shall become void and be of no effect upon either the issuance of a State certification or upon the issuance of intent to deny, in accordance with the provisions of this Compact. Any applicant who has a current license or certification issued by the State Gaming Agency shall be eligible for Lummi Nation licensure and employment without further background investigation by the State Gaming Agency upon confirmation of the applicant's good standing, provided that the person meets the Nation's licensing standards.

L. Summary Suspension of Lummi Nation License or State Certification. The Lummi Indian Gaming Commission, pursuant to the laws of the Nation, and the State Gaming Agency, pursuant to the laws of the State, may summarily suspend any respective Lummi

Nation license or State certification if the continued licensing or certification of a person or party constitutes a threat to public health and safety.

M. State Advisement of Its Application Procedures. The State advises that it currently does and plans to continue to require all applicants for State certification as a Class III gambling employee to sign the following agreement as a prerequisite to obtaining such State certification:

> Applicants for State certification agree by submitting this application for certification that they will submit to State jurisdiction to the extent necessary to determine qualification to hold such certification, including all necessary administrative procedures, hearing and appeals pursuant to RCW 9.46, WAC 230-50 and the State Administrative Procedures Act, RCW 34.05. Lummi Nation members who apply specifically waive any immunity, defense, or members who apply specifically waive any immunity, defense, or other objection they might otherwise have to the exercise of State jurisdiction for these purposes, but only for these purposes.

N. Lummi Nation Licensing. The Nation for any licensing process may, in its sole election, rely upon the certification of the State as the Nation's qualification process for a tribal gaming license.

SECTION VI - LUMMI NATION ENFORCEMENT OF COMPACT PROVISIONS

A. Lummi Indian Gaming Commission. The Nation, acting through its Lummi Indian Gaming Commission and Lummi Law and Order Department, shall have primary responsibility for the on-site regulation, control and security of the gaming operation authorized by this Compact, and for the enforcement of this Compact within Lummi Nation Lands. In the fulfillment of these responsibilities, the Nation shall perform the following functions, among others:

1. Enforce all applicable laws and regulations in and around the premises of the gaming;
2. Protect the physical safety of all persons on the premises of the establishment;
3. Safeguard the cash, chips and other gaming assets under the control and custody of the gaming operation;
4. Investigate and deter illegal activity in or around the premises of the facility;
5. To the extent of its jurisdiction, arrest and prosecute or temporarily detain for turnover to appropriate federal or State law enforcement

authorities, persons reasonably suspected of being involved in illegal activities; and

6. Maintain a permanent and detailed record of any and all unusual occurrences within the gaming facility pertaining to the regulation of gaming therein. 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:

   (a) the assigned number;

   (b) the date;

   (c) the time;

   (d) the nature of the incident;

   (e) the person involved in the incident; and

   (f) the security department or Lummi Indian Gaming Commission employee assigned.

B. Lummi Nation Gaming Agents/Inspectors. The Lummi Indian Gaming Commission shall employ qualified inspectors or agents ("Lummi Nation Inspectors") under the authority of the Lummi Indian Gaming Commission. Lummi Nation Inspectors shall be independent of the Lummi Nation gaming operation, and shall be supervised by and accountable only to the Lummi Indian Gaming Commission. Lummi Nation Inspectors shall not be required to be certified by the State. At the sole discretion of the Nation, the Nation may utilize State Gaming Agents, pursuant to Section VII.A, to fulfill this function.

C. Reporting of Violations. A Lummi Nation Inspector shall be present in the 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 Lummi Nation Ordinances. Any violation(s) of the provisions of this Compact, or of Lummi Nation Ordinances by the Lummi Nation gaming operation, a gaming employee, or any person on the premises whether or not associated with the Lummi Nation gaming operation shall be reported immediately to the Lummi Indian Gaming Commission, and all such reports shall be forwarded to the State Gaming Agency within seventy-two (72) hours of the time of the notation of the suspected violation(s).

D. Investigation and Sanctions. The Lummi Indian Gaming Commission shall investigate any reported, suspected or observed violation of any applicable law or this Compact, and shall require the Lummi Nation gaming operation to correct any such violation upon such terms and conditions as the Lummi Indian Gaming Commission determines are necessary, including the imposition of fines and/or other appropriate sanctions authorized by the Lummi Nation Gaming Ordinance against any person involved in the violation and within the Nation's jurisdiction.

E. Reporting to State Gaming Agency. The Lummi Indian Gaming Commission shall forward copies of all completed incident and investigation reports and final dispositions to the State Gaming Agency on a continuing basis. If requested by the Lummi Indian Gaming Commission, the State Gaming Agency shall assist in any investigation, initiated by the Lummi Indian Gaming Commission, and provide other requested services to ensure proper compliance with the provisions of this Compact, Lummi Nation Ordinances, laws of the Nation, or applicable laws of the State.

F. Periodic Meetings. For the purpose of facilitating cooperation and coordination in the fulfillment of the respective parties' responsibilities under this Compact, representatives of the State Gaming Agency, the Lummi Indian Gaming Commission, and the Washington Horse Racing Commission (as applicable), shall meet not less than semi-annually, and more often if deemed necessary by either party, to review past and current gaming and regulatory practices and activities, examine methods to improve the Nation's regulatory program and otherwise to enhance the effectiveness of the parties' working relationship. The meetings shall take place at a location selected by the Lummi Indian Gaming Commission. The State Gaming Agency prior to or during such meetings shall disclose to the Lummi Indian Gaming Commission any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact by any person, organization or entity, if such disclosure will not compromise the interest sought to be protected.

SECTION VII - STATE ENFORCEMENT OF COMPACT PROVISIONS

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 the Lummi Nation gaming operation to ensure that the operation is conducted in compliance with the provisions of this Compact. In order to properly monitor the Lummi Nation gaming operation, agents of the State Gaming Agency and the Commission shall have free and unrestricted access to all public areas of the gaming facility during normal operating hours with or without giving prior notice to the Lummi Nation gaming operation, and shall be granted access to non-public areas of the facility upon notice to the Lummi Indian Gaming Commission. Provided, that whenever possible, notice shall be given to the Lummi Indian Gaming Commission or to a Lummi Nation gaming inspector in the facility, and the Nation may assign a Lummi Nation agent or other representative to accompany the State agent while on the Lummi Reservation; if, for some reason, the State Gaming Agency or Commission is unable to locate a representative of the Lummi Indian Gaming Commission for the purpose of giving notice, notice shall be given to Lummi Law and Order. Within seventy-two (72) hours following any such monitoring visit or inspection if any violation is noted, the State shall provide the Lummi Indian Gaming Commission with a copy of any report prepared in connection with such visit or inspection, including information about evidence gathered in connection with the visit or inspection. If no violation is noted, but a report is prepared in connection with such visit or inspection, the State shall provide the Lummi Indian Gaming Commission with a copy of any report prepared in connection with such visit or inspection within seventy-two (72) hours after said report is prepared. The Lummi Indian Gaming Commission shall maintain the report in such confidence as the State Gaming Agency may request.

B. Access to Records. Agents of the State Gaming Agency and the Commission shall be granted unrestricted access, upon notice to the Lummi Indian Gaming Commission, during all operating hours, to all books and records pertaining to Class III gaming activities at the facility for the purpose of reviewing, inspecting and, as reasonably necessary, copying

same for legitimate purposes. Provided, that any copy thereof and any information derived therefrom, shall be deemed to be proprietary financial information of the Nation and the product of a law enforcement investigation, and thus held strictly confidential and privileged against unauthorized or unconsented disclosure. The State Gaming Agency shall notify the Nation of any requests for disclosure of such information and shall not disclose until the Nation, the State, or both have had a reasonable opportunity to challenge the request. Provided, this public disclosure prohibition shall not apply to evidence used in any proceeding authorized by this Compact, except that in using such information for such purpose, every reasonable effort shall be made to preserve its confidentiality.

C. Lummi Indian Gaming Commission Notification. At the completion of any inspection or investigation, copies of the investigative report shall be forwarded to the Lummi Indian Gaming Commission.

D. Cooperation with Lummi Indian Gaming Commission. The State Gaming Agency and the Commission shall meet periodically with the Lummi Indian Gaming Commission and cooperate fully in all matters relating to the enforcement of the provisions of this Compact and promptly notify the Lummi Indian Gaming Commission of any activity suspected or occurring whether within the gaming facility or not, which adversely affects State, Lummi Nation or public interests relating to the gaming facility 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-Lummi Nation entity any jurisdiction or exclusive jurisdiction with respect to non-gaming related activities on the Lummi Reservation, nor shall any provision of this Compact constitute or be construed as an admission by the Nation that the trust or restricted status of any lands within the boundaries of the Lummi Reservation ever has been lawfully extinguished. 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.

SECTION VIII - REGULATORY JURISDICTION RELATING TO ENFORCEMENT OF THE PROVISIONS OF THIS COMPACT

A. 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-Lummi Nation entity any jurisdiction with respect to non-gaming related activities on the Lummi Reservation. Except as 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.

B. Jurisdiction. The Lummi Indian Gaming Commission and the State Gaming Agency both shall have jurisdiction as set forth in this Compact to investigate violations of the provisions of this Compact, and to bring administrative charges, in accordance with Lummi Nation Laws and the provisions of Chapter 9.46 RCW, Chapter 67.16 RCW, Chapter 34.05 RCW and Chapter 230-50 WAC, against any individual or business entity that is licensed by the Lummi Indian Gaming Commission or certified by the State Gaming Agency in accordance with this Compact. Solely for the purpose of enabling the State to enforce the provisions of this Compact through the remedies set forth herein in an arbitration proceeding or in an action brought in the Lummi Tribal Court or in the U.S. District Court for the Western District of Washington, the Nation consents to the limited waiver of sovereign immunity. The Nation further consents to the exercise of jurisdiction by the Federal District Court of the Western District of Washington with respect to actions to enforce the provisions of this Compact. If said District Court declines to exercise subject matter jurisdiction, and if the Nation thereafter does not cure the alleged breach or consent to suit in another court of competent jurisdiction, the State may regard such lack of cure or consent as a withdrawal by the Nation from this Compact. With the exception of those jurisdictional issues specifically addressed in this Compact, this Compact should not be construed to affect any other jurisdictional issues between the State and the Nation.

SECTION IX - LAW ENFORCEMENT JURISDICTION OVER GAMING ACTIVITY

A. Investigative Authority.

1. Investigations on the premises of the Class III gaming facility: Within the premises of the gaming facility, including appurtenant parking areas, the Lummi Indian Gaming Commission, the Lummi Nation Law and Order Department and the State Gaming Agency shall have jurisdiction to initiate and conduct investigations of all gaming-related criminal activities by patrons, employees or other persons, regardless of status; provided, that the State Gaming Agency shall not have any jurisdiction to initiate or conduct investigations of Lummi Tribal members involved in bingo, pull tab or punchboard activities, but if the State Gaming Agency becomes aware of any information relating to the suspected violation by Lummi Tribal members of any laws or regulations in connection with such activities, the State Gaming Agency shall report such information to the Lummi Indian Gaming Commission. The Lummi Nation and State Gaming Agencies each shall notify the other upon the commencement of any such investigation, and each may request the assistance of the other in connection therewith. Unless involvement of the Lummi Indian Gaming Commission in an investigation would materially impede or compromise the integrity of such investigation, the State Gaming Agency shall request and accept the assistance of the Lummi Indian Gaming Commission or the Lummi Law and Order Department. The State Gaming Agency shall provide such assistance as the Lummi Indian Gaming Commission may request, and the Lummi Indian Gaming Commission shall request the assistance of the State Gaming Agency to the extent that the investigation involves off-Reservation conduct or requires off-Reservation investigation. In addition to conducting investigations on its own initiative, the Lummi Indian Gaming Commission shall initiate and conduct investigations in the gaming facility when requested to do so by the State Gaming Agency. The Lummi Indian Gaming Commission shall provide the State Gaming Agency with a report of the results of each investigation involving suspected violations of this Compact, applicable gaming laws, ordinances and regulations. Notwithstanding the foregoing, the State Gaming Agency shall have unrestricted access to the public areas of the Gaming Facility during normal business hours, and access to the non-public areas of the Gaming Facility on notice to the Lummi Indian Gaming Commission, which may have a representative accompany the State Gaming

Agency's representative. In the event that the State Gaming Agency reasonably believes that the Lummi Indian Gaming Commission or other Lummi Nation law enforcement agency may be implicated in a violation of this Compact or applicable laws or regulations, the State Gaming Agency shall notify the United States Attorney rather than the Lummi Indian Gaming Commission or Lummi Law and Order. In the event that the Lummi Indian Gaming Commission reasonably believes that the State Gaming Agency, any other non-Indian governmental agency or subdivision of the State of Washington, or any person acting under color of the State or any agency or subdivision thereof may be implicated in the violation of this Compact or any applicable law or regulation, the Lummi Indian Gaming Commission may notify the United States Attorney rather than the State Gaming Agency.

2. Investigations elsewhere on the Lummi Reservation: The Lummi Indian Gaming Commission and the State Gaming Agency each shall have jurisdiction to initiate and conduct, on its own initiative or at the request of the other, investigations involving gambling and gambling-related crimes within the exterior boundaries of the Lummi Reservation outside the premises of the Nation's Class III gaming facility; provided, that the State Gaming Agency's jurisdiction to investigate professional gambling and criminal offenses related to professional gambling involving Lummi Nation members shall be limited to Class III professional gambling activities only. If the State Gaming Agency becomes aware of suspected professional gambling or criminal activity related to professional gambling involving Lummi Nation members on trust or Indian-owned lands within the boundaries of the Lummi Reservation, the State Gaming Agency shall notify the Lummi Indian Gaming Commission or Lummi Law and Order; if neither the Lummi Indian Gaming Commission or Lummi Law and Order takes action in response to such notification, the State Gaming Agency may notify the United States Attorney, and the State Gaming Agency shall not have jurisdiction to investigate such activities involving Lummi Nation members on trust or Indian-owned lands within the boundaries of the Lummi Reservation unless neither Lummi Nation authorities nor the United States Attorney takes action in response to such notification. Nothing in this section shall preclude the State Gaming Agency from calling upon other local law

enforcement agencies for assistance, provided that the personnel of such other agencies act under the direction and control of the State Gaming Agency; provided further, that this section shall not limit the State Gaming Agency's jurisdiction to investigate what the State contends to be the operation of illegal gambling devices, or any professional gambling activities or criminal activities related to professional gambling that originate in or are connected to the Nation's Class III gaming operation. Each Gaming Agency shall notify the other of any such investigation, and the State Gaming Agency shall provide such assistance as may be requested by the Lummi Indian Gaming Commission.

B. Arrest and/or Detention.

1. Lummi Nation Members: The Nation, through its Lummi Indian Gaming Commission and/or Lummi Law and Order, shall have primary jurisdiction to arrest Lummi Nation members for gaming offenses committed anywhere within the boundaries of the Lummi Reservation. If requested by Nation authorities, the State Gaming Agency and other law enforcement agencies shall render such assistance as Nation authorities may require in effecting such arrests. In the event that the State Gaming Agency has probable cause to believe that a Lummi Nation member has committed a violation of an applicable Class III gambling law or regulation, the State Gaming Agency shall provide all available information about the offense to the Lummi Indian Gaming Commission, and the Lummi Indian Gaming Commission shall coordinate with Lummi Law and Order in effecting the arrest of the suspect and referring the member to the Lummi Nation Court or federal authorities for prosecution. In the event that Lummi Nation authorities unreasonably decline to arrest the suspect, the State Gaming Agency may refer the matter to the United States Attorney for appropriate action.

2. Non-Member Indians: The Nation, through its Lummi Indian Gaming Commission and/or Lummi Law and Order, and the State Gaming Agency shall each have jurisdiction to arrest non-member Indians for gambling-related crimes committed within the boundaries of the Lummi Reservation. The Nation, through its Lummi Indian Gaming Commission and/or Lummi Law and Order, shall have primary jurisdiction to arrest such

individuals for gambling-related offenses committed anywhere within the boundaries of the Lummi Reservation. If requested by Nation authorities, the State Gaming Agency and other law enforcement agencies shall render such assistance as Nation authorities may require in effecting such arrests. In the event that the State Gaming Agency has probable cause to believe that a non-member Indian has committed a violation of an applicable Class III gambling law or regulation, the State Gaming Agency shall provide all available information about the offense to the Lummi Indian Gaming Commission, and the Lummi Indian Gaming Commission shall coordinate with Lummi Law and Order in effecting the arrest of the suspect and referring the member to the Lummi Nation Court or federal authorities for prosecution. In the event that Lummi Nation authorities unreasonably decline, or are determined through an Act of Congress or federal court decision to be without jurisdiction to arrest the suspect, the State Gaming Agency may effect the arrest and refer the matter to appropriate federal authorities; if the federal authorities decline to act, the State Gaming Agency may refer the matter to State authorities.

3. Non-Indians: The State Gaming Agency shall have primary jurisdiction to arrest non-Indians reasonably believed to have committed gambling-related crimes within the boundaries of the Lummi Reservation, and to turn such persons over to the appropriate federal or State law enforcement authorities for arrest and prosecution; provided, that the State Gaming Agency shall seek appropriate search and/or arrest warrants, when required, from the court having jurisdiction to prosecute the offense for which the arrest is to be made. The State Gaming Agency shall notify Lummi Law and Order of the intent to execute an arrest or warrant within the boundaries of the Lummi Reservation. The State Gaming Agency shall not be required to notify the Lummi Indian Gaming Commission if the staff of the Lummi Indian Gaming Commission is implicated in a violation, and if the State Gaming Agency reasonably believes that Lummi Law and Order also is implicated, the State Gaming Agency shall notify the U.S. Attorney and may effect the arrest of a non-Indian suspect without notice to Lummi Law and Order.

C. Prosecution.

1. Lummi Nation Members: The Lummi Nation Court shall have primary jurisdiction to prosecute any Lummi Nation member charged with violating any law or regulation applicable to Class III gaming on the Lummi Indian Reservation, unless the Nation unreasonably or arbitrarily declines to proceed with such prosecution, in which event the matter may be prosecuted in federal court.

2. Non-Member Indians: The Lummi Nation Court shall have primary jurisdiction, pursuant to applicable federal law, to prosecute any Indian charged with violating any law or regulation applicable to Class III gaming on the Lummi Indian Reservation. If the Nation unreasonably or arbitrarily declines, or is determined through an Act of Congress or federal court decision to be without jurisdiction to proceed with such prosecution, the matter may be prosecuted in federal or State court as appropriate.

3. Non-Indians: The State shall have jurisdiction to prosecute non-Indians and, to the extent not deferred under Subsection IX.C.2 above, non-member Indians charged with gambling-related crimes allegedly committed within the boundaries of the Lummi Reservation. If the State declines to prosecute any such alleged violation, the Nation shall have the right to refer the matter to the United States Attorney for prosecution in federal court.

D. Consent to Application of State Law and Incorporation in Lummi Nation Ordinance. For the purposes of 18 USC § 1166(d), for enforcing the provisions of this Compact with respect to certification and criminal conduct, for protection of the public health, safety and welfare, and to the extent not inconsistent with other provisions of this Compact, during the term of this Compact only, RCW 9.46.075; 9.46.140; 9.46.155; 9.46.160; 9.46.170; 9.46.180; 9.46.185; 9.46.190; 9.46.196; 9.46.198; 9.46.220; 9.46.221; 9.46.222; 9.46.231; 9.46.240; or 67.16.060; as now or hereinafter amended, to the extent such amendments concern the same subject matter as the old statutory provision, shall be applicable and incorporated herein as part of this Compact and shall be incorporated into an ordinance regarding any gaming affected by such statutory sections.

Provided, that in the event any such provisions of State law are amended or repealed, the Nation will be given notice of same within thirty (30) days of the effective date, by the State Gaming Agency. Notwithstanding anything herein to the contrary, any penalty or fines contained in any State statutory provisions incorporated into this Compact or the Nation's gaming ordinance which are in conflict with applicable federal law shall be deemed revised and amended so as to conform to federal law.

E. Exception to Consent. Except for the jurisdiction conferred upon the State with respect to gaming on the Lummi Reservation 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 Nation to the concurrent jurisdiction and/or application of other laws of the State.

F. Law Enforcement Coordination. In an attempt to foster a spirit of cooperation between the law enforcement agencies authorized to enforce the criminal laws of the State or the Nation, and those laws affecting the public health, safety and welfare of the surrounding communities, representatives of those law enforcement agencies shall meet prior to commencement of operations and periodically thereafter to discuss mutual concerns and coordinate the enforcement actions necessary to minimize those concerns.

SECTION X - ENACTMENT OF COMPACT PROVISIONS

A. State Gaming Agency Rules or Regulations. Pursuant to its general rule making authority contained in Chapter 9.46 RCW, the State Gaming Agency may enact as part of its rules or regulations governing gambling, all or part of the provisions of this Compact.

B. Lummi Indian Gaming Commission Regulations. Pursuant to its general rule making authority, the Lummi Indian Gaming Commission may enact as part of its regulations governing gambling, all or part of the provisions of this Compact.

SECTION XI - REGULATIONS FOR THE OPERATION AND MANAGEMENT OF THE TRIBAL GAMING OPERATION

A. Adoption of Regulations for Operation and Management. The Lummi Indian Gaming Commission shall adopt regulations to govern the operation and management of the gaming operation conducted under the authority of this Compact. To the extent such

regulations have been adopted prior to the execution of this Compact they are set forth in Appendix A hereto and shall be deemed approved by the State. Any regulations adopted by the Nation shall ensure that the interests of the Nation and the State relating to Class III gaming are preserved and protected. The regulations shall maintain the integrity of the gaming operation and shall reduce the dangers of unfair or illegal practices in the conduct of the Class III gaming operation. The Lummi Indian Gaming Commission shall notify the State Gaming Agency of any intent to revise the standards or of any other regulations issued thereafter and shall request the concurrence of the State Gaming Agency for such revisions. State Gaming Agency concurrence shall be deemed granted unless disapproved in writing within twenty (20) days of submission of the revised standards. The State Gaming Agency shall concur with the proposed revisions upon request, unless it finds that they would have a material adverse impact on the public interest in the integrity of the gaming operation, and shall disapprove only such portions of the proposed revised standards which are determined to have a material adverse impact upon such interests. If the State Gaming Agency disagrees with the proposed revised standards, it shall set forth with specificity the reasons for such disagreement. Upon a notice of disagreement, the parties shall meet, and in good faith try to resolve the differences. If unsuccessful, the matter shall be resolved pursuant to Section XII.C of this Compact.

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

1. To ensure integrity, the Lummi Nation 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 gaming facility; a security log recording all unusual occurrences for which the assignment of a Lummi Indian Gaming Commission employee is made.

2. The Lummi Indian Gaming Commission shall establish a list of persons barred from the gaming facility because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of the gaming activities of the Nation. The Lummi Indian Gaming Commission shall employ its best efforts to exclude persons on such list from entry into its gaming facility. The Lummi Indian Gaming Commission shall send a copy of its list on a quarterly basis to the State Gaming Agency. In turn, the State Gaming Agency shall provide the Lummi Indian Gaming Commission with information about barred individuals received from all other gaming facilities that the State Gaming Agency directly or indirectly regulates or monitors.

3. The Lummi Indian Gaming Commission shall require the audit of the Lummi Nation gaming operation, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants.

4. The Lummi Indian Gaming Commission shall notify the State Gaming Agency of the rules of each game operated by the Nation 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 gaming facility. Betting limits applicable to any gaming station shall be displayed at such gaming station. Rules for games identified in Section III.A, except as specified in Appendix B, shall be based upon such games as commonly practiced in Nevada, including wagering, as do not fundamentally alter the nature of the game as the Lummi Indian Gaming Commission may approve. Rules for games identified in Section III.A, except as specified in Appendix B, shall be submitted to the State Gaming Agency for review, to determine if the rules fundamentally alter the nature of the game. The Nation 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.C of this Compact.

5. In recognition of the effectiveness of the existing closed-circuit television surveillance system presently being operated by the Nation to regulate its grandfathered blackjack games, the State Gaming Agency has inspected and hereby approves the closed-circuit television system presently in operation in the facility, and the Lummi Nation gaming operation shall maintain that closed circuit television system in accordance with the regulations set forth in Appendix A; those regulations and that system shall not be modified without giving the State Gaming Agency at least twenty (20) days prior notice and an opportunity to object to any such changes. Any such objections shall be resolved through meeting and conferring; if necessary, the dispute may be resolved in accordance with Section XII.C. The Lummi Nation gaming operation shall provide the Lummi Indian Gaming Commission and the State Gaming Agency with copies of its floor plan and closed circuit television system and any modifications thereof for review by the Lummi Indian Gaming Commission. If the floor plan or closed circuit television system does not provide unobstructed camera views in accordance with such regulations, the Lummi Indian Gaming Commission shall modify such floor plan or closed circuit television system in order to remedy such deficiency. The Lummi Indian Gaming Commission shall forward a copy of the floor plan and closed circuit television system to the State Gaming Agency for review and consideration prior to final approval. In the event of a dispute, the matter will be handled in accordance with the provisions of Section XII.C.

6. The Lummi Nation gaming operation shall maintain a cashier's cage in accordance with the standards set forth in Section 7(3) of Appendix A, and shall not modify such standards without the concurrence of the State Gaming Agency. The Lummi Indian Gaming Commission and the State Gaming Agency may review cashier's cage security. If the cashier's cage does not comply with the security standards set forth in said Appendix, the Lummi Nation gaming operation shall modify its cashier's cage to remedy such

deficiency. In the event of a dispute the matter will be handled in accordance with provisions of Section XII.C.

7. The Lummi Nation's gaming operation shall provide the Lummi Indian Gaming Commission and the State Gaming Agency with a description of its minimum requirements for supervisory staffing for each table gaming pit operated in its gaming facility, and in the event that the State Gaming Agency regards such supervisory staffing as inadequate, the Lummi Indian Gaming Commission 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 Lummi Indian Gaming Commission, the dispute shall be handled in accordance with Section XII.C of this Compact.

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

SECTION XII - REMEDIES FOR BREACH OF COMPACT PROVISIONS

I. Enforcement of Compact

A. Injunction Against the State. If the Nation believes the State, whether or not through the State Gaming Agency or Commission, is in breach or default or is otherwise acting contrary to, or failing to act in the manner required by, any of the provisions of this Compact, the Nation may seek injunctive or other relief in a court of competent jurisdiction. Prior to bringing such action, the Nation shall notify the State and the State Gaming Agency of the alleged violation(s).

B. Injunction Against the Nation, the Nation's Gaming Operation, or any Individual. The State Gaming Agency may bring an action to enjoin the Nation, the Nation's 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 Lummi

Reservation in violation of the provisions of this Compact and not under the Nation's authority or with the Nation's authorization, against any person or entity responsible for such activity. 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 Nation consents to such suit and hereby agrees to a limited waiver of sovereign immunity for the purposes set forth in this subsection only; provided, that no injunctive relief shall be sought against the Nation without notice, and if the State seeks injunctive relief against the Nation without first having resorted to the dispute-resolution procedures under Section XII.C of this Compact, the State shall have the burden of demonstrating to the Court that the failure to resort to said procedures was reasonably justified. Prior to bringing such action, the State Gaming Agency shall notify the Nation, the Lummi Indian Gaming Commission and the Nation's 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. Dispute Resolution. In recognition of the government-to-government relationship of the Nation and State, the parties shall make their best efforts to resolve disputes by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances require such immediate relief, the parties hereby establish a method of non-judicial dispute resolution in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions and conditions of this Compact. Unless other procedures and time frames are elsewhere set forth in this Compact, then and in the event of a dispute or disagreement between the parties regarding the implementation and compliance with referenced provisions of this Compact or otherwise by mutual agreement of the parties, disputes shall be resolved as follows:

1. Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the issues to be resolved;

2. The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than ten (10) days from receipt of the notice;

3. If the dispute is not resolved to the satisfaction of either within twenty (20) days of the first meeting, then the party may seek and cause to have the dispute resolved by and in accordance with the policies and procedures of the Commercial Rules of Arbitration of the American Arbitration Association, at sites which alternate between the Lummi Reservation 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 Lummi Reservation; the next arbitration dispute, until completed, shall be held at the State Gaming Agency or Commission offices; and so forth.

4. The arbitration, unless another date is stipulated to by the parties, shall occur no later than fourteen (14) days from the date an arbitrator is named.

5. The decision of the arbitrator shall be final and unappealable.

6. Nothing in this section shall be construed to waive, limit or restrict any remedy which is otherwise available to either party to enforce or resolve disputes concerning the provisions of this Compact. Nor shall this section be construed to preclude, limit or restrict the ability of the parties to pursue, by mutual agreement, alternative methods of dispute resolution, including but not limited to mediation or utilization of a technical advisor to the Lummi Nation and State Agencies; provided that neither party is under any obligation to agree to such alternative method of dispute resolution. The parties to this Compact agree that the favored method of resolving differences is for the State and Lummi Nation Gaming Agencies to meet and confer in good faith regarding the issues in dispute and attempt to resolve disputes through their joint working relationship.

D. Sanctions/Civil Fines. The following is a schedule of maximum civil fines for any violation of the provisions of the compact sections set forth below. These penalties are maximums that may be recommended by the State Gaming Agency. The event or circumstances occasioning the charge and the extent and amount of the penalty for the violation, if contested by the Nation, are subject to de novo review under the dispute resolution procedures of Section XII.C. Any penalties are subject to disposition under Section XII.E.

1. For violation of terms, conditions and provisions of Section III:

(a) First and subsequent infractions: up to a maximum suspension of gaming operations within the Class III facility not to exceed five (5) days of operation (up to twenty (20) hours per day) per violation, or the dollar equivalent of the Net Win to the Nation from operations for the number of days of suspension, all not to exceed thirty (30) days.

2. For violations of the terms, conditions and provisions of Section IV and V - non-certified or non-licensed gaming employee(s), manufacturer(s), supplier(s) or other entities:

(a) For employees: (1) first infraction - fine equal to daily Net Win for each day of employment divided by the number of gaming stations in play for each day of employment; and (2) second and subsequent infractions - suspension of twenty (20) hours of gaming operations for each day of employment or a fine equal to the Net Win for each day of employment.

(b) For manufacturers, suppliers and other entities: (1) first infraction - up to five thousand dollars ($5,000); and (2) second and subsequent infractions - up to twenty thousand dollars ($20,000).

3. For violation of terms, conditions and provisions of Section XI and Appendix A:

(a) For first infraction - written warning.

(b) For second infraction - up to two hundred fifty dollars ($250).

(c) For third infraction - up to five hundred dollars ($500).

(d) For subsequent violations - up to one thousand dollars ($1,000).

All penalties listed in this subsection (3(a) through (d)) will be charged and monitored on a per-violation basis on an annual basis dating from the issuance of the written warning. Provided, during the first three (3) months of actual operation of the Class III gaming operation only written warnings will be issued.

E. <u>Method of Collection and Payment to Washington State Council on Problem Gambling</u>. Any civil fines collected by the State Gaming Agency or the Lummi Indian Gaming

Commission 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 Lummi Reservation and the neighboring communities. Provided, in the event a dispute arises, it will be resolved pursuant to Section XII.C of this Compact.

SECTION XIII - TRIBAL REIMBURSEMENT FOR EXPENSES INCURRED BY THE STATE GAMING AGENCY

The Nation shall reimburse the State Gaming Agency for all reasonable costs and expenses actually incurred by the State Gaming Agency in carrying out its responsibilities as authorized under the provisions of this Compact. Reimbursement shall be made for monitoring, investigative, and processing costs. With regard to administrative actions, reimbursement shall be made to the extent that costs incurred exceed the certification fees received. The State shall submit a verified, detailed statement with supporting documentation on a quarterly basis to the Lummi Indian Gaming Commission. The Nation shall reimburse the State Gaming Agency within thirty (30) days after the receipt of the statement of expenses. In the event a dispute arises, it will be resolved pursuant to Section XII.C of this Compact.

SECTION XIV - PUBLIC HEALTH AND SAFETY

A. Compliance. For the purposes of this Compact the Lummi Nation's gaming operation shall comply with and enforce standards no less stringent than the following with respect to public health and safety:

1. Indian Health Service public health standards;
2. All Federal laws establishing minimum standards for environmental protection;

3. Applicable Environmental Protection Agency program standards and National Environmental Policy Act requirements;

4. Federal water quality and safe drinking water standards;

5. Uniform Building Code, including codes for electrical, fire and plumbing;

6. Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements; and

7. Lummi Nation Codes regarding public health, safety and environmental protection standards.

B. Emergency Service Accessibility: The Lummi Indian Gaming Commission shall make provisions for adequate emergency accessibility and service.

C. Community Contribution.

1. Since 1991, the Nation has operated large-scale, twenty-four (24) hour gaming activities at the Lummi Casino at Gooseberry Point without having any significant direct or indirect adverse impacts on local law enforcement agencies or other governmental units of the governments of surrounding non-Indian communities. Accordingly, as long as the Lummi Nation's Gaming Facility remains in its present facility, or is not moved more than one mile from its present location, and as long as no alcoholic beverages are served in that facility, the Nation shall not be required to contribute any additional funds to local non-Indian governments in surrounding communities. At such time as the gaming facility relocates outside of that area, and/or if the gaming operation begins serving alcoholic beverages, the Nation shall be required to contribute, within thirty (30) days after the end of each calendar quarter of operation under this Compact, two percent (2%) of its net win from the Class III gaming operation to an interest-bearing Community Contribution Fund from which the Nation shall be entitled to retain the interest, to be used to reimburse such non-Indian governments for the actual or potential impacts from such Class III gaming activity. All contributions to the Community Contribution Fund shall be disbursed annually, in such amounts and for such purposes as may be determined by a committee consisting of two (2) representatives of the LIBC and two (2) representatives of the State Gaming Agency. The committee shall meet at least annually to discuss impacts within the county and on the Reservation. If the

members of the Committee are unable to agree on how the Community Contribution Fund is to be disbursed, the dispute shall be resolved in accordance with Section XII.C. At the end of each year of operation under this Compact, the parties shall meet and confer for the purpose of determining whether the amount that the Nation is required to contribute under this provision is reasonably justified by any adverse impacts that actually have resulted or are likely in the future to result from the operation of the additional Class III gaming activity authorized under this Compact. No Class II gaming revenues, satellite wagering revenues, revenues from the forty-two (42) pre-existing gaming stations, or non-gaming revenues shall be included with the two percent (2%) of Class III net win to be budgeted and disbursed as set forth in this section.

D. Community Relations. The Lummi Indian Gaming Commission agrees to be available to meet and discuss with neighboring communities any concerns regarding the impact of the Class III gaming operation upon the neighboring communities.

E. Alcoholic Beverage Service. Standards for alcohol service shall be subject to applicable law.

SECTION XV - AMENDMENTS, DURATION AND EFFECTIVE DATE

A. Effective Date. This Compact shall constitute the agreement between the State and the Nation pursuant to IGRA and shall be amendable and modified only under provisions of the Compact. This Compact shall take effect upon publication of notice of approval by the U.S. Secretary of the Interior in the Federal Register in accordance with 25 USC § 2710(d)(3)(B).

B. Voluntary Termination. Once effective, this Compact shall be in effect until terminated by the written agreement of both parties. Provided, should the Nation wish to cease Class III gaming operations, the Nation may unilaterally terminate this Compact by submitting written notice sixty (60) days prior to the date of termination to the Governor of the State of Washington. Provided, State jurisdiction under this Compact shall continue until the completion of any pending investigation or court action. Suspension or injunction of Class III gaming operations shall not constitute termination for the purpose of this subsection.

However, upon termination of this compact for any reason, the limitations that this Compact otherwise imposes on the Nation's grandfathered gaming activities also shall terminate, and shall be of no further force or effect.

C. Other Termination - Change of State Law. If the laws of the State authorizing the activities set forth herein as Class III gaming activities are repealed prohibiting such gaming for any purpose by any person, organization or entity, it is the State's position that the provisions of the Compact providing for such gaming would not be authorized and continued operation of such gaming would constitute a violation of the Compact and the State may bring an action in Federal District Court pursuant to 25 USC § 2710(d)(7)(A)(ii).

The Nation disagrees that such subsequent State legislation would have this effect under IGRA and the Compact, but does agree that such an action, if commenced in that forum, is the appropriate State recourse and for such purpose the Nation consents to such a suit and hereby grants a limited waiver of sovereign immunity solely for the purpose of litigating the said issue.

D. Adjustments/Renegotiations.

1. Adjustments - Mutual. The terms and conditions of this Compact may be amended at any time by the mutual and written agreement of both parties, and as provided in this Compact.

2. Changes to and Interpretation of Laws. The parties shall adjust the terms and conditions of this Compact, except as provided below in Section XV.D.3, upon written notice and request by the Nation to the State if and when:

(a) the laws of the State are amended, expanding gaming beyond that which is now allowed under the terms of this Compact;

(b) a State or Federal court within the State of Washington or a federal court interpreting the laws of the State of Washington issues a final and unappealable decision that permits participation in a gaming activity that was not authorized for any purpose by any person, organization or entity at the time this Compact was executed and is not authorized by this Compact; or

(c) federal legislation authorizes the operation of or participation in gaming activity that was not authorized at the time this Compact was executed or was not authorized by this Compact.

3. Renegotiation/Amendments - Section III of Compact. Section III D(1), G, H and I of the Compact regarding certain aspects of the scope of gaming shall not be subject to renegotiation or amendment for thirty-six (36) months from January 1, 1995, unless one of the following occurs: (1) the laws or regulations of the State are amended, expanding gaming beyond that which is now allowed under the terms of this Compact; (2) a State or Federal court within the State of Washington or a Federal court interpreting the laws of the State of Washington issues a final and unappealable decision permitting participation in a gaming activity that was not authorized for any purpose by any person, organization, or entity at the time this Compact was executed or not authorized by this Compact; (3) another tribe West of the Cascade Mountains obtains, through a Compact or Amendment to a Compact approved by the Secretary of the Interior, or by other procedures prescribed by the Secretary of the Interior pursuant to 25 USC§2710(b)(7)(B)(iii), greater levels of wagering, hours of operation, size and/or scope of Class III gaming activities, than authorized by the provisions of this Compact; or (4) another tribe East of the Cascade Mountains obtains, through a Compact approved by the Secretary of the Interior or by other procedures prescribed by the Secretary of the Interior pursuant to 25 USC §2710(b)(7)(B)(iii), greater levels of wagering, hours of operation, size and/or scope of Class III gaming activities, than authorized by the provisions of this Compact and the Nation can demonstrate that such levels have resulted in an adverse economic impact on the Class III gaming operation.

4. Re-negotiation of Compact After Moratorium Period. At the conclusion of the moratorium period on re-negotiation set forth in Section XV.D.3, the State and the Nation shall meet and confer as to whether the Gaming Operation should be expanded to meet market needs at that time. Negotiations under this paragraph shall be in accordance with Section XV.D.6.

5. Re-negotiation/Amendments - Other Sections of Compact. At any time after execution of this Compact, the parties shall re-negotiate sections of the Compact, other than Section III D, G, H and I, upon the written notice and request by one party to the other if and when circumstances and events unforeseen at the time of the negotiation and execution of this Compact occur meriting discussion and re-negotiation of such provisions.

6. Process and Negotiation Standards. All written requests to amend or re-negotiate shall include the activities or circumstances to be negotiated together with a statement of the basis supporting the request. If the request meets the requirements of this subsection, the parties shall confer and required negotiations shall commence within thirty (30) days of the request. All matters involving negotiations or other amendatory processes under this section shall be otherwise governed, controlled and conducted in conformity with the provisions and requirements of 25 USC § 2710(d), except in subsections where a different resolution is specifically provided for by this Compact. The original terms and provisions of this Compact shall remain in effect unless and until the parties agree on re-negotiated terms.

7. State Authorization of Additional Class III Gaming Activities. In the event the State hereafter authorizes any additional Class III gaming activity, including electronic facsimiles of Class II or Class III gaming, the Nation shall be authorized to immediately commence conducting such activity prior to completion of the subsequent negotiations as provided in Section XV.D.2, if such activity is conducted in accordance with all of the limitations, regulations and requirements of the State.

8. State Authorization to Other Tribes Modifying Scope of Gaming Compact. Notwithstanding any other provision of this Compact to the contrary, if after the signing of this Compact, the Secretary of the Interior approves a compact with any Washington Tribe west of the Cascade Mountains, or an amendment thereto, and such compact gives such tribe more Gaming Stations, higher wager limits, other Class III gaming activity, and/or more hours of operation or otherwise approves a compact or amendment to a compact which gives such Tribe an expansion of terms other than those identified above, or if the Secretary

of the Interior approves a compact with a Washington Tribe east of the Cascade Mountains, or an amendment thereto and the Nation can demonstrate that such levels have resulted in an adverse economic impact on the Class III gaming operation, then this Compact shall be amended automatically to maintain equality. Provided, either party shall have the right to take the issue to dispute resolution under the provisions of Section XII.C of this Compact if a dispute arises regarding the applicability of this automatic amendment provision to a particular term approved in another compact.

SECTION XVI - LIMITATION OF LIABILITY

Neither the Lummi Nation nor the State are creating, or intend to create, any rights in third parties which would result in any claims of any nature whatsoever against the Nation or the State as a result of this Compact. Neither the Lummi Nation nor the State has waived immunity from third party suits or claims of any kind or nature whatsoever against them, and nothing contained in this Compact shall be construed to effect a waiver, in whole or in part, of said immunity.

SECTION XVII - NOTICES

Unless otherwise indicated by this Compact, all notices required or authorized to be served shall be served by overnight mail or be delivered by other expedited services which require a signature for receipt at the following addresses:

Governor
State of Washington
State Capitol
Olympia, Washington 98504

Chairperson
Lummi Nation
2626 Kwina Road
Bellingham, Washington 98226-9298

Director
Washington State
Gambling Commission
Post Office Box 42400
Olympia, Washington 98504-2400

Executive Secretary
Washington Horse Racing Commission
3700 Martin Way
Olympia, Washington 98504-5052

SECTION XVIII - SEVERABILITY

In the event that any section or provision of this Compact is held invalid, or its application to any particular activity held invalid, it is the intent of the parties that the

remaining sections of the Compact, and the remaining applications of such section or provision shall continue in full force and effect.

IN WITNESS WHEREOF, the Lummi Nation and the State of Washington have executed this compact.

LUMMI NATION

By _____ DATED: 9-21
Larry Priest, Vice Chairman

THE STATE OF WASHINGTON

By _____ DATED: 9-21-95
Mike Lowry, Governor

DEPARTMENT OF INTERIOR

By _____ Dated 11-13-95
Assistant Secretary - Indian Affairs

LUMMI NATION - STATE OF WASHINGTON
GAMING COMPACT

APPENDIX A

STANDARDS OF OPERATION AND MANAGEMENT FOR CLASS III ACTIVITIES

1. DEFINITIONS

In these standards, unless the context indicates otherwise:

"Accounting Department" is that established in the tribal gaming operation's system of organization in accordance with these standards;

"Cage Cashiers" are the cashiers performing any of the functions in the Cashier's Cage as set forth in these standards;

"Cash Equivalent" means a treasury check, personal check, travelers check, wire transfer of funds, money order, certified check, cashiers check, a check drawn on the tribal gaming operation payable to the patron or to the tribal gaming operation, or a voucher recording cash drawn against a credit card or charge card;

"Chief Operating Officer" is the senior executive of the tribal gaming operation exercising the overall management or authority over all the operations of the tribal gaming operation and the carrying out by employees of the tribal gaming operation of their duties;

"Closer" means the original of the table inventory slip upon which each table inventory is recorded at the end of each shift;

"Credit Slip" (known as a "Credit") is the document reflecting the removal of gaming chips and coins from a gaming station in accordance with these standards;

"Drop Box" is the metal container attached to a gaming station for deposit of cash and certain documents received at a gaming station as provided by these standards;

"Fill Slip" (known as a "Fill") is the document reflecting the distribution of gaming chips and coins to a gaming station as provided in these standards;

"Gaming Facility" means any gaming facility as defined in the Compact in which a tribal gaming operation is conducted;

"Gaming Facility Supervisor" is a reference to a person in a supervisory capacity and required to perform certain functions under these standards, including but not limited to, Pit Bosses, Gaming Facility Shift Managers, the Assistant Gaming Facility Manager and the Gaming Facility Manager;

"Imprest Basis" means the basis on which Cashier's Cage funds are replenished from time to time by exactly the amount of the net expenditures made from the funds and amounts received and in which

a review of the expenditure is made by a higher authority before replenishment;

"Incompatible Function" means a function, for accounting and internal control purposes, that places any person or department in a position to both perpetrate and conceal errors or irregularities in the normal course of his or her duties. Anyone both recording transactions and having access to the relevant assets is in a position to perpetrate errors or irregularities.

"Independent Accountant" means a professional accountant suitably qualified and sufficiently independent to act as auditor of the tribal gaming operation;

"Inspector" means an employee of the Tribal Gaming Agency duly appointed by the agency as an inspector;

"Master Game Report" means a record of the computation of the win or loss for each gaming station, each game, and each shift;

"Opener" means the duplicate copy of the table inventory slip upon which each table inventory is recorded at the end of each shift and serves as the record of each table inventory at the beginning of the next succeeding shift;

"Pit" means the area enclosed or encircled by an arrangement of gaming stations in which gaming facility personnel administer and supervise the games played at the tables by the patrons located on the outside perimeter of the area;

"Request for Credit" is the document reflecting the authorization for preparation of a credit with respect to removal of gaming chips and coins from a gaming station in accordance with these standards;

"Request for Fill" is the document reflecting the request for the distribution of gaming chips and coins to a gaming station as provided in these standards;

"Security Department Member" means any person who is a member of the Security Department as provided in the organization of the tribal gaming operation in accordance with these standards;

"Table Game Drop" means the sum of the total amounts of currency and coin removed from a drop box;

"Table Game Win or Loss" is determined by adding the amount of cash or coin, the amount recorded on the closer, removed from a drop box, plus credits, and subtracting the amount recorded on the opener and the total of the amounts recorded on fills removed from a drop box.

2. ACCOUNTING RECORDS

(1) The tribal gaming operation shall maintain complete accurate and legible records of all transactions relating to the revenues and costs of the gaming operation.

(2) General accounting records shall be maintained on a double entry system of accounting with transactions recorded on the accruals basis, and detailed, supporting, subsidiary records, sufficient to meet the requirements of paragraph (4).

(3) The forms of accounts adopted should be of a standard form which would ensure consistency, comparability, and effective disclosure of financial information.

(4) The detailed, supporting and subsidiary records shall include, but not necessarily be limited to:

(a) Records of all patrons' checks initially accepted, deposited, and returned as "Uncollected", and ultimately written off as "Uncollectible";

(b) Statistical game records to reflect drop and win amounts for each station, for each game, and for each shift;

(c) Records of investments in property and services, including equipment used directly in connection with the operation of Class III gaming;

(d) Records of amounts payable by the tribal gaming operation; and

(e) Records which identify the purchase, receipt and destruction of gaming chips used in wagering.

(5) All accounting records shall be kept for a period not less than two (2) years from their respective dates.

3. SYSTEM OF INTERNAL CONTROL

(1) The tribal gaming operation shall submit to the Tribal Gaming Agency and the State Gaming Agency a description of its system of internal procedures and administrative and accounting controls before gaming operations are to commence.

(2) Each such submission shall contain both narrative and diagrammatic representation of the internal control system to be utilized by the tribal gaming operation.

(3) The submission required by paragraph (1) shall be signed by the executive responsible for its preparation and shall be accompanied by a report of an independent accountant stating

that the submitted system conforms in all respects to the principles of internal control required by these standards.

4. FORMS, RECORDS, DOCUMENTS AND RETENTION

(1) All information required by these standards is to be placed on a form, record or document or in stored data in ink or other permanent form.

(2) Whenever duplicate or triplicate copies are required of a form, record or document:

(a) The original, duplicate and triplicate copies shall be color coded.

(b) If under these standards, forms, records, and documents are required to be inserted in a locked dispenser, the last copy shall remain in a continuous unbroken form in the dispenser; and

(c) If under these standards, forms or serial numbers of forms are required to be accounted for or copies of forms are required to be compared for agreement and exceptions noted, such exceptions shall be reported immediately in writing to the Tribal Gaming Agency for investigation.

(3) Unless otherwise specified in these standards or exempted by the Tribal Gaming Agency, all forms, records, documents and stored data required to be prepared, maintained and controlled by these standards shall:

(a) Have the title of the form, record, document, or stored data imprinted or pre-printed thereon or therein;

(b) Be located on Lummi Tribal Lands or such other location as is approved by the Tribal Gaming Agency; and

(c) Be retained for a period of at least two (2) years in a manner that assures reasonable accessibility to inspectors of the Tribal Gaming Agency and personnel of the State Gaming Agency.

5. ANNUAL AUDIT AND OTHER REPORTS

(1) The tribal gaming operation shall, at its own expense, cause its annual financial statements to be audited in accordance with generally accepted auditing standards by an independent accountant.

(2) The annual financial statements shall be prepared on a comparative basis for the current and prior calendar or fiscal year and shall present the financial position and results of

operations in conformity with generally accepted accounting principles.

(3) Two copies of the audited financial statements, together with the report thereon of the tribal gaming operation's independent accountant shall be filed with the Tribal Gaming Agency and with the State Gaming Agency not later than 120 days following the end of the calendar or fiscal year. Extensions may be granted by the Tribal Gaming Agency for extenuating circumstances.

(4) The tribal gaming operation shall require its independent accountant to render the following additional reports:

(a) A report on material weakness in accounting and internal controls. Whenever, in the opinion of the independent accountant, there exists no material weaknesses in accounting and internal controls, the report shall say so; and

(b) A report expressing the opinion of the independent accountant that, based on his or her examination of the financial statements, the tribal gaming operation has followed, in all material respects, during the period covered by his or her examination, the system of accounting and internal control on file with the Tribal Gaming Agency. Whenever, in the opinion of the independent accountant, the tribal gaming operation has deviated from the system of accounting and internal controls filed with the Tribal Gaming Agency, or the accounts, records, and control procedures examined are not maintained by the tribal gaming operation in accordance with the Compact and these standards, the report shall enumerate such deviations regardless of materiality, the areas of the system no longer considered effective and shall make recommendations in writing regarding improvements in the system of accounting and internal controls.

(5) Two copies of the reports required by paragraph (4) and two copies of any other reports on accounting and internal control, administrative controls, or other matters relating to the tribal gaming operation's accounting or operating procedures rendered by the tribal gaming operation's independent accountant, shall be filed with the Tribal Gaming Agency and with the State Gaming Agency by the tribal gaming operation within 120 days following the end of each fiscal year or within thirty (30) days of receipt whichever is earlier. Provided, extensions may be granted for extenuating circumstances by the Tribal Gaming Agency.

6. <u>CLOSED CIRCUIT TELEVISION SYSTEM</u>

(1) The tribal gaming operation shall install a closed circuit television system according to the following specifications.

(2) The closed circuit television system shall include, but need not be limited to the following:

(a) Light sensitive cameras some with zoom, scan and tilt capabilities to effectively and clandestinely monitor in detail and from various vantage points, the following:

(i) The gaming conducted at each gaming station in the gaming facility and the activities in the gaming facility pits;

(ii) The operations conducted at and in the cashier's cage;

(iii) The count processes conducted in the count rooms in conformity with these standards;

(iv) The movement of cash, gaming chips, drop boxes, and drop buckets in the establishment;

(v) The entrances and exits to the gaming facility and the count rooms; and

(vi) Such other areas as the Tribal Gaming Agency designates.

(b) Video recording units with time and date insertion capabilities for recording what is being viewed by any camera of the system; and

(c) One or more monitoring rooms in the establishment which shall be in use at all times by the employees of the security department or Tribal Gaming Agency assigned to monitor the activities in the gaming facility and which may be used as necessary by the inspectors of the Tribal Gaming Agency and agents of the State Gaming Agency; and

(d) Audio capability in the count rooms.

(3) Adequate lighting shall be present in all areas, including gaming stations and pits, where closed circuit camera coverage is required.

(4) The tribal gaming operation shall be required to maintain a surveillance log of all surveillance activities in the monitor room. The log shall be maintained by monitor room personnel and shall include, at a minimum, the following:

(a) Date and time of surveillance;

(b) Person initiating surveillance;

(c) Reason for surveillance;

(d) Time of termination of surveillance;

(e) Summary of the results of the surveillance;

(f) A record of any equipment or camera malfunctions.

(5) The surveillance log shall be available for inspection at any time by inspectors of the Tribal Gaming Agency and agents of the State Gaming Agency.

(6) Video or audio tapes shall be retained for at least seven (7) days and at least thirty (30) days in the case of tapes of evidentiary value, or for such longer period as the Tribal Gaming Agency or the State Gaming Agency may require.

(7) Entrances to the closed circuit television monitoring rooms shall not be visible from the gaming facility area.

7. ORGANIZATION OF THE TRIBAL GAMING OPERATION

(1) The tribal gaming operation shall have a system of internal control that includes the following:

(a) Administrative control, which includes but is not limited to the plan of organization and the procedures and records that are concerned with the decision processes leading to management's authorization of transactions; and

(b) Accounting control which includes the plan of organization and the procedures and records that are concerned with the safeguarding of assets and the reliability of financial records and are consequently designed to provide reasonable assurance that:

(i) Transactions are executed in accordance with the management's general and specific authorization which shall include the requirements of these standards;

(ii) Transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and with these standards, and to maintain accountability for assets;

(iii) Access to assets is permitted only in accordance with management's authorization which shall include the requirements of these standards; and

(iv) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(2) The tribal gaming operation's system of internal control shall provide for:

(a) Competent personnel with an understanding of prescribed procedures; and

(b) The segregation of incompatible functions so that no employee is in a position to perpetrate and conceal errors or irregularities in the normal course of his or her duties.

(3) The tribal gaming operation shall, at a minimum, establish the following departments:

(a) A security department supervised by the head of the security department who shall co-operate with, yet perform independently of, all other departments and shall report directly to the Chief Operating Officer of the tribal gaming operation regarding matters of policy, purpose, and responsibilities. The head of security shall be responsible for, but not limited to the following:

(i) The clandestine surveillance of the operation and conduct of the table games;

(ii) The clandestine surveillance of the operation of the cashier's cage;

(iii) The video and audio taping of activities in the count rooms;

(iv) The detection of cheating, theft, embezzlement, and other illegal activities in the gaming facility, count rooms, and cashier's cage;

(v) The video taping of illegal and unusual activities monitored;

(vi) The notification of appropriate gaming facility supervisors, and the Tribal Gaming Agency upon the detection and taping of cheating, theft, embezzlement, or other illegal activities; and

(vii) Security Department to control issue, collection and storage of cards, shoes, dice and other gaming devices deemed appropriate, and to control disposition and/or destruction of same.

No present or former surveillance department employee shall be employed in any other capacity in the tribal gaming operation unless the Tribal Gaming Agency, upon petition approves such employment in a particular capacity upon a finding that: (i) one year has passed since the former surveillance department employee worked in the surveillance department; and (ii) surveillance and security systems will not be jeopardized or compromised by the proposed employment of the former surveillance department employee

in the capacity proposed; and (iii) errors, irregularities, or illegal acts cannot be perpetrated and concealed by the former surveillance department employee's knowledge of the surveillance system in the capacity in which the former surveillance department employee will be employed.

(b) A gaming facility department supervised by a gaming facility manager who shall perform independently of all other departments and shall report directly to the chief operating officer. The gaming facility manager shall be responsible for the operation and conduct of all Class III activities conducted in the gaming facility.

(c) A gaming facility accounting department supervisor who shall report directly to the chief operating officer. The supervisor responsibilities shall include, but not be limited to, the following:

(i) accounting controls;

(ii) the preparation and control of records and data required by these standards;

(iii) the control of stored data, the supply of unused forms, the accounting for and comparing of forms used in the gaming operating and required by these standards; and

(iv) the control and supervision of the cashier's cage.

(d) A cashier's cage supervised by a cage supervisor who shall supervise cage cashiers and co-operate with, yet perform independently of, the gaming facility and security departments, and shall be under the supervision of, and report directly to the chief operating officer. The cashier's cage shall be responsible for, but not limited to the following:

(i) the custody of currency, coin, patron checks, gaming chips, and documents and records normally associated with the operation of a cashier's cage;

(ii) the approval, exchange, redemption and consolidation of patron checks received for the purpose of gaming in conformity with the gaming operation's standards;

(iii) the receipt, distribution and redemption of gaming chips in conformity with these standards; and

(iv) such other functions normally associated with the operation of a cashier's cage.

(4) The tribal gaming operation's personnel shall be trained in all accounting and internal control practices and procedures

relevant to each employee's individual function. Special instructional programs shall be developed by the tribal gaming operation in addition to any on-the-job instruction sufficient to enable all members of the departments required by this standard to be thoroughly conversant and knowledgeable with the appropriate and required manner of performance of all transactions relating to their function.

8. PERSONNEL ASSIGNED TO THE OPERATION AND CONDUCT OF CLASS III GAMING ACTIVITIES

(1) Table games shall be operated by dealers or croupiers who shall be the persons assigned to each gaming station as authorized under Section III.A of the Compact.

(2) A pit boss shall be the supervisor assigned the responsibility for the overall supervision of the operation and conduct of gaming at the table games played within a single pit and shall oversee any intermediate supervisors assigned by the tribal gaming operation to assist in supervision of table games in the pit.

(3) A gaming facility shift manager shall be the supervisor assigned to each shift with the responsibility for the supervision of table games conducted in the gaming facility. In the absence of the gaming facility manager, the gaming facility shift manager shall have the authority of a gaming facility manager.

(4) Nothing in this standard shall be construed to limit the tribal gaming operation from utilizing personnel in addition to those described herein.

9. CASHIER'S CAGE

(1) As part of the gaming operation there shall be on or immediately adjacent to the gaming floor a physical structure known as the cashier's cage ("cage") to house the cashiers and to serve as the central location for the following:

(a) The custody of the cage inventory comprising currency, coin, patron checks, gaming chips, forms, documents and records normally associated with the operation of a cage;

(b) the approval of patron checks for the purpose of gaming in conformity with these standards;

(c) the receipt, distribution, and redemption of gaming chips in conformity with these standards; and

(d) such other functions normally associated with the operation of a cage.

(2) The tribal gaming operation shall have a reserve cash bankroll in addition to the imprest funds normally maintained by the cashier's cage, on hand in the cashier's cage or readily available to the cashier's cage at the opening of every shift in a minimum amount established by the tribal gaming operation.

(3) The cage shall be designed and constructed to provide maximum security including, at a minimum, the following:

(a) An enclosed structure except for openings through which items such as gaming chips, checks, cash, records, and documents can be passed to service the public and gaming stations;

(b) Manually triggered silent alarm systems connected directly to the monitoring rooms of the closed circuit television system and the security department office;

(c) Access shall be through a locked door.

(i) The system shall have closed circuit television coverage which shall be monitored by the gaming facility security department.

(4) The tribal gaming operation shall place on file with the Tribal Gaming Agency the names of all persons authorized to enter the cage, those who possess the combination or the keys or who control the mechanism to open the locks securing the entrance to the cage, and those who possess the ability to operate the alarm systems.

10. ACCOUNTING CONTROLS WITHIN THE CASHIER'S CAGE

(1) The assets for which the cashiers are responsible shall be maintained on an imprest basis. At the end of each shift, the cashiers assigned to the outgoing shift, shall record on a cashier's count sheet the face value of each cage inventory item counted and the total of the opening and closing cage inventories and shall reconcile the total closing inventory with the total opening inventory.

(a) Cashiers functions shall be, but are not limited to the following:

(i) Receive cash, checks, and gaming chips from patrons for check consolidations, total or partial redemptions or substitutions;

(ii) Receive gaming chips from patrons in exchange for cash;

(iii) Receive travelers checks and other cash equivalents from patrons in exchange for currency or coin;

(iv) Receive documentation with signatures thereon, required to be prepared for the effective segregation of functions in the cashier's cage; and

(v) Receive from security department members, chips and coins removed from gaming stations in exchange for the issuance of a credit;

(vi) Receive from security department members, requests for fills in exchange for the issuance of a fill and the disbursal of gaming chips;

(vii) Receive cash from the coin and currency count rooms;

(viii) Prepare the overall cage reconciliation and accounting records; and

(ix) Perform such other functions as necessary to ensure proper accountability consistent with these standards.

(x) The tribal gaming operation in its discretion may utilize the necessary number of independent cashiers to ensure compliance with these standards.

(3) Signatures attesting to the accuracy of the information contained on the following sheets shall be, at a minimum:

(a) On the cashiers count sheet, the fill bank closeout sheet, and the main bank closeout sheet, the signatures of the cashiers assigned to the incoming and outgoing shifts.

(4) At the conclusion of gaming activity each day, at a minimum, copies of the cashier's count sheet, recapitulation, fill, main, and related documentation, shall be forwarded to the accounting department for agreement of opening and closing inventories, and agreement of amounts thereon to other forms, records and documentation required by these standards or for the recording of transactions.

11. DROP BOXES

(1) Each gaming station in a gaming facility shall have attached to it a metal container known as a "Drop Box", in which shall be deposited all cash, duplicate fills and credits, requests for fills and credits, and station inventory forms.

(2) Each drop box shall have:

(a) One separate lock securing the contents placed into the drop box, the key to which shall be different from any other key;

(b) A separate lock securing the drop box to the gaming stations, the key to which shall be different from the key to the lock securing the contents of the drop box;

(c) An opening through which currency, coins, forms, records and documents can be inserted into the drop box;

(d) Permanently imprinted or impressed thereon, and clearly visible a number corresponding to a permanent number on the gaming station to which it is attached, and a marking to indicate game, table number, and shift, except that emergency drop boxes may be maintained without such number or marking, provided the word "emergency" is permanently imprinted or impressed thereon and, when put into use, are temporarily marked with the number of the gaming station and identification of the game and shift.

(3) The key utilized to unlock the drop boxes from the gaming stations shall be maintained and controlled by the security department.

(4) The key to the lock securing the contents of the drop boxes shall be maintained and controlled by the Tribal Gaming Agency.

12. DROP BOXES, TRANSPORTATION TO AND FROM GAMING STATIONS AND STORAGE IN THE COUNT ROOM

(1) All drop boxes removed from the gaming stations shall be transported, at a minimum, by one security department member and one employee of the tribal gaming operation directly to, and secured in, the count room.

(2) All drop boxes, not attached to a gaming station, shall be stored in the count room in an enclosed storage cabinet or trolley and secured in such cabinet or trolley by a separately keyed, double locking system. The key to one lock shall be maintained and controlled by the security department and the key to the second lock shall be maintained and controlled by the Tribal Gaming Agency inspector.

(3) Drop boxes, when not in use during a shift may be stored on the gaming stations provided that there is adequate security. If adequate security is not provided during this time, the drop boxes shall be stored in the count room in an enclosed storage cabinet or trolley as required in paragraph (2).

13. PROCEDURE FOR EXCHANGE OF CHECKS SUBMITTED BY GAMING PATRONS

(1) Except as otherwise provided in this section, no employee of the tribal gaming operation, and no person acting on behalf of or under any arrangement with the tribal gaming operation, shall make any loan, or otherwise provide or allow to any person any

credit or advance of anything of value or which represents value to enable any person to take part in gaming activity as a player; provided, that nothing in these standards shall restrict the use of any automatic device for providing cash advances on patrons' credit cards or bank cards in accordance with normal commercial practices; Provided further, that nothing in these standards shall restrict the use of patron checks when utilized in accordance with these standards.

(2) All personal checks sought to be exchanged in the tribal facility by a patron shall be:

(a) Drawn on a bank and payable on demand;

(b) Drawn for a specific amount;

(c) Made payable to the tribal gaming operation; and

(d) Currently dated, but not post dated.

(3) All checks sought to be exchanged at the cashiers' cage shall be:

(a) Presented directly to the cashier who shall:

(i) Restrictively endorse the check "for deposit only" to the tribal gaming operation's bank account;

(ii) Initial the check;

(iii) Date and time stamp the check;

(iv) Immediately exchange the check for currency and coin in an amount equal to the amount for which the check is drawn; and

(v) Forward all patron checks to the main bank cashier.

(4) Prior to acceptance of a travelers check from a patron, the general cashier shall verify its validity by:

(a) Requiring the patron to countersign the travelers check in his or her presence;

(b) Comparing the countersignature with the original signature on the travelers check;

(c) Examining the travelers check for any other signs of tampering, forgery or alteration; and

(d) Performing any other procedures which the issuer of the travelers check requires in order to indemnify the acceptor against loss.

(5) Prior to the acceptance of any tribal gaming operation check from a patron, a general cashier shall examine that patron's identification credentials to ensure the patron's identity and shall maintain documentation supporting that examination.

(6) A person may obtain cash at the cashier's cage to be used for gaming purposes by presenting a recognized credit card to a general cashier. Prior to the issuance of cash to a person, the general cashier shall verify through the recognized credit card company the validity of the person's credit card, or shall verify through a recognized electronic funds transfer company which, in turn, verifies through the credit card company the validity of the person's credit card, and shall obtain approval for the amount of cash the person has requested. The general cashier shall then prepare such documentation as required by the tribal gaming operation to evidence such transactions and to balance the imprest fund prior to the issuance of the cash.

14. PROCEDURE FOR DEPOSITING CHECKS RECEIVED FROM GAMING PATRONS

(1) All checks received in conformity with these standards shall be deposited in the tribal gaming operation's bank account in accordance with the tribal gaming operations normal business practice, but in no event later than seven (7) days after receipt.

(2) In computing a time period prescribed by this section, the last day of the period shall be included unless it is a Saturday, Sunday, or a state or federal holiday, in which event the time period shall run until the next business day.

(3) Any check deposited into a bank will not be considered clear until a reasonable time has been allowed for such check to clear the bank.

15. PROCEDURE FOR COLLECTING AND RECORDING CHECKS RETURNED TO THE GAMING OPERATION AFTER DEPOSIT

(1) All dishonored checks returned by a bank ("returned checks") after deposit shall be returned directly to, and controlled by accounting department employees.

(2) No person other than one employed within the accounting department may engage in efforts to collect returned checks except that a collection company or an attorney-at-law representing the tribal gaming operation may bring action for such collection. Any verbal or written communication with patrons regarding collection efforts, shall be documented in the collection section.

(3) Continuous records of all returned checks shall be maintained by accounting department employees. Such records shall include, at a minimum, the following:

(a) The date of the check;

(b) The name and address of the drawer of the check;

(c) The amount of the check;

(d) The date(s) the check was dishonored;

(e) The date(s) and amount(s) of any collections received on the check after being returned by a bank.

(4) A check dishonored by a bank may be immediately redeposited if there is sufficient reason to believe the check will be honored the second time.

(5) If a check is dishonored a second time, the name of the person who submitted the check shall be kept in a log, and available to the cashier. Such person shall be prohibited from submitting a future check until the amount owed is paid in full.

16. PROCEDURE FOR ACCEPTING CASH AT GAMING STATIONS

(1) The cash shall be spread on the top of the gaming station by the croupier or dealer, accepting it in full view of the patron who presented it and the facility supervisor specifically assigned to such gaming station.

(2) The amount of cash shall be announced by the croupier or dealer accepting it in a tone of voice calculated to be heard by the patron who presented the cash and the facility supervisor specifically assigned to such gaming station. All cash changes of $50.00 or over shall be verified by the supervisor.

(3) Immediately after an equivalent amount of gaming chips has been given to the patron, the cash shall be taken from the top of the gaming station and placed by the croupier or dealer into the drop box attached to the gaming station.

17. ACCEPTANCE OF GRATUITIES FROM PATRONS

(1) No tribal gaming operation employee directly concerned with management, accounting, security and surveillance shall solicit or accept any tip or gratuity from any player or patron.

(2) The tribal gaming operation shall establish a procedure for accounting for all tips received by other gaming employees.

(3) Upon receipt from a patron of a tip, a croupier or dealer assigned to a gaming station shall tap the table or wheel and extend his or her arm to show the pit boss that he has received a tip and immediately deposit such tip in the tip box. Tips received shall be retained by employees or pooled among employees in such manner as determined by the tribal gaming operation.

18. ADOPTION OF RULES FOR CLASS III ACTIVITIES

(1) The tribal gaming operation shall submit for approval to the Tribal Gaming Agency rules to govern the conduct of Class III activities operated in the tribal gaming facility. Copies of game rules in effect, from time to time, shall be provided to the State Gaming Agency in accordance with Section XI of the Compact. Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed in the gaming facility and betting limits applicable to any gaming station shall be displayed at such gaming station. Game rules adopted by the Tribal Gaming Agency shall include in addition to the rules of play:

(a) Specifications provided by the equipment manufacturer or supplier applicable to gaming equipment:

(i) Physical characteristics of chips; and

(ii) Physical characteristics of the following:

(A) roulette tables;

(B) roulette balls;

(C) roulette wheels;

(D) cards (including procedures for receipt and storage);

(E) blackjack tables;

(F) blackjack layouts;

(G) poker tables;

(H) dice (including procedures for receipt and storage);

(I) craps tables;

(J) craps layouts;

(K) money wheels;

(L) money wheel layouts;

(M) baccarat and mini-baccarat tables;

(N) baccarat and mini-baccarat layouts;

(O) chuck-a-luck tables;

(P) chuck-a-luck layouts;

(Q) red dog tables;

(R) red dog layouts;

(S) beat the dealer layouts;

(T) pai-gow tables and layouts;

(U) dealing shoes (including procedures for receipts and storage);

(V) bill changer devices;

(W) such other equipment as may be required for use in otherwise authorized Class III activities.

(2) Rules for each authorized game, to include:

(a) Procedures of play;

(b) Minimum and maximum permissible wagers;

(c) Shuffling, cutting and dealing techniques, as applicable;

(d) Payout odds on each form of wager;

(e) Procedures to be followed on occurrence of irregularities, including definition of irregularities as applicable to each game; and

(f) Prohibitions on side betting between and against player and against the house.

19. STATION INVENTORIES AND PROCEDURE FOR OPENING STATIONS FOR GAMING

(1) Whenever a gaming station is opened for gaming, operations shall commence with an amount of gaming chips and coins to be known as the "Station Inventory" and the tribal gaming operation shall not cause or permit gaming chips or coins to be added to or removed from such station inventory during the gaming day except:

(a) In exchange for cash;

(b) In payment of winning wagers and collection of losing wagers made at such gaming station;

(c) In exchange for gaming chips received from a patron having an equal aggregate face value; and

(d) In conformity with the fill and credit procedures described in these standards.

(2) Each station inventory and the station inventory slip prepared in conformity with the procedures set forth in these standards shall be stored during non-gaming hours in a separate locked, clear container which shall be clearly marked on the outside with the game and the gaming station number to which it corresponds. The information on the station inventory slip shall be visible from the outside of the container. All containers shall be stored either in the cashier's cage during non-gaming hours or secured to the gaming station subject to arrangements for security approved by the Tribal Gaming Agency.

(3) The keys to the locked containers containing the station inventories shall be maintained and controlled by the gaming facility department in a secure place and shall at no time be made accessible to any cashier's cage personnel or to any person responsible for transporting such station inventories to or from the gaming stations.

(4) Whenever gaming stations are to be opened for gaming activity, the locked container securing the station inventory and the station inventory slip shall be unlocked by the gaming facility supervisor assigned to such station.

(5) A croupier or dealer assigned to the gaming station shall count the contents of the container in the presence of the gaming facility supervisor assigned to such station and shall agree the count to the opener removed from the container.

(6) Signatures attesting to the accuracy of the information on the opener shall be placed on such opener by the croupier or dealer assigned to the station and the gaming facility supervisor that observed the croupier or dealer count the contents of the container.

(7) Any discrepancy between the amount of gaming chips and coins counted and the amount of the gaming chips and coins recorded on the opener, shall be immediately reported to the gaming facility manager, assistant gaming facility manager, or gaming facility shift manager in charge at such time, the security department and the Tribal Gaming Agency inspector verbally. Security will complete the standard security report in writing and immediately forward a copy to the Tribal Gaming Agency.

(8) After the count of the contents of the container and the signing of the opener, such slip shall be immediately deposited in the

drop box attached to the gaming station by the croupier or dealer after the opening of such station.

20. PROCEDURE FOR DISTRIBUTING GAMING CHIPS AND COINS TO GAMING STATIONS

(1) A request for fill ("Request") shall be prepared by a gaming facility supervisor to authorize the preparation of a fill slip ("Fill") for the distribution of gaming chips and coins to gaming stations. The request shall be prepared in a duplicate form and restricted to gaming facility supervisors.

(2) On the original and duplicate of the request, the following information, at a minimum, shall be recorded:

(a) The date, time and shift of preparation;

(b) The denomination of gaming chips or coins to be distributed to the gaming stations;

(c) The total amount of each denomination of gaming chips or coins to be distributed to the gaming stations;

(d) The game and station number to which the gaming chips or coins are to be distributed.

(e) The signature of the gaming facility supervisor; and

(f) The signature of the security department member.

(3) After preparations of the request, the original of such request shall be transported directly to the cashier's cage.

(4) The duplicate copy of the request shall be placed by the croupier or dealer in public view on the gaming station to which the gaming chips or coins are to be received. Such duplicate copy shall not be removed until the chips and coins are received, at which time the request and fill are deposited in the drop box.

(5) A fill shall be prepared by a cashier whenever gaming chips or coins are distributed to the gaming stations from the cashier's cage.

(6) Fills shall be serially pre-numbered forms, and each series of fills shall be used in sequential order, and the series of numbers of all fills received by a gaming facility shall be separately accounted. All the originals and duplicates of void fills shall be marked "VOID" and shall require the signature of the preparer.

(7) The following procedures and requirements shall be observed with regard to fills:

(a) Each series of fills shall be in triplicate form to be kept in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still located in the dispenser, and that will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser;

(b) Access to the triplicate copy of the form shall be maintained and controlled at all times by employees responsible for controlling and accounting for the unused supply of fills, placing fills in the dispensers, and removing from the dispensers, each day, the triplicate copies remaining therein.

(8) On the original, duplicate and triplicate copies of the fill, the preparer shall record, at a minimum, the following information:

(a) The denomination of the gaming chips or coins being distributed;

(b) The total amount of the gaming chips or coins being distributed;

(c) The total amount of all denominations of gaming chips or coins being distributed;

(d) The game and station number to which the gaming chips or coins are being distributed;

(e) The date and shift during which the distribution of gaming chips or coins occur; and

(f) The signature of the preparer.

(9) Upon preparation, the time of preparation of the fill shall be recorded, at a minimum, on the original and the duplicate.

(10) All gaming chips or coins distributed to the gaming stations from the cashier's cage shall be transported directly to the gaming stations from the cashier's cage by a security department member who shall agree to the request to the fill and sign the original of the request, maintained at the cashier's cage, before transporting the gaming chips or coins and the original and duplicate of the fill for signature.

(11) Signatures attesting to the accuracy of the information contained on the original and duplicate of the fills shall be, at a minimum, of the following personnel at the following times:

(a) The cashier upon preparation;

(b) The security department member transporting the gaming chips or coins to the gaming station upon receipt from the cashier of gaming chips or coins to be transported;

(c) The croupier or dealer assigned to the gaming station upon receipt;

(d) The gaming facility supervisor assigned to the gaming station, upon receipt of the gaming chips or coins at such station.

(12) Upon meeting the signature requirements as described in paragraph (11), the security department member that transported the gaming chips or coins and the original and duplicate copies of the fill to the station, shall observe the immediate placement by the croupier or dealer of the duplicate fill and duplicate request in the drop box attached to the gaming station to which the gaming chips or coins were transported and return the original fill to the fill bank where the original fill and request shall be maintained together and controlled by employees independent of the gaming facility department.

(13) The original and duplicate "VOID" fills, the original request and the original fill, maintained and controlled in conformity with paragraph (12) shall be forwarded to:

(a) The count team for agreement with the duplicate copy of the fill and duplicate copy of the request removed from the drop box after which the original and duplicate copy of the request and the original and duplicate copy of the fill shall be forwarded to the accounting department for agreement, on a daily basis, with the triplicate; or

(b) The accounting department for agreement, on a daily basis, with the duplicate fill and duplicate copy of the request removed from the drop box and the triplicate.

21. <u>PROCEDURE FOR REMOVING GAMING CHIPS AND COINS FROM GAMING STATIONS</u>

(1) A request for credit ("Request") shall be prepared by a gaming facility supervisor to authorize the preparation of a credit ("Credit") for the removal of gaming chips and coins to the cashier's cage. The request shall be in duplicate form and access to such form shall, prior to use, be restricted to gaming facility supervisors.

(2) On the original and the duplicate copy of the request the following information, at a minimum, shall be recorded:

(a) The date, time and shift of preparation;

(b) The denomination of gaming chips or coins to be removed from the gaming station;

(c) The total amount of each denomination of gaming chips or coins to be removed from the gaming station;

(d) The game and station number from which the gaming chips or coins are to be removed; and

(e) The signature of the gaming facility supervisor and croupier or dealer assigned to the gaming station from which gaming chips or coins are to be removed.

(3) Immediately upon preparation of a request and transfer of gaming chips or coins to a security department member, a gaming facility supervisor shall obtain on the duplicate copy of the request, the signature of the security department member to whom the gaming chips or coins were transferred and the croupier or dealer shall place the duplicate copy in public view on the gaming station from which the gaming chips or coins were removed, and such request shall not be removed until a credit is received from the fill bank at which time the request and credit are deposited in the drop box.

(4) The original of the request shall be transported directly to the cashier's cage by the security department member who shall at the same time transport the gaming chips or coins removed from the gaming station.

(5) A credit shall be prepared by a fill bank cashier whenever gaming chips or coins are removed from the gaming stations to the cashier's cage.

(6) Credits shall be serially pre-numbered forms, each series of credits shall be used in sequential order, and the series number of all credits received by a gaming facility shall be separately accounted for. All original and duplicate copies of credits shall be marked "VOID" and shall require the signature of the preparer.

(7) The following procedures and requirements shall be observed with regard to credits:

(a) Each series of credits shall be a three-part form and shall be inserted in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still locked in the dispenser, and that will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser.

(b) Access to the triplicate shall be maintained and controlled at all times by employees responsible for controlling and accounting for the unused supply of credits, placing credits in the dispensers, and removing from the dispensers, each day, the triplicates remaining therein.

(8) On the original, duplicate and triplicate copies of a credit, the preparer shall record, at a minimum, the following information:

(a) The denomination of the gaming chips or coins removed from the gaming station to the cashier's cage;

(b) The total amount of each denomination of gaming chips or coins removed form the gaming station to the cashier's cage;

(c) The total amount of all denominations of gaming chips or coins removed from the gaming station to the cashier's cage;

(d) The game and station number from which the gaming chips or coins were removed;

(e) The date and shift during which the removal of gaming chips or coins occurs; and

(f) The signature of the preparer.

(9) Upon preparation, the time of preparation of the credit shall be recorded, at a minimum, on the original and duplicate copy.

(10) Signatures attesting to the accuracy of the information contained on the original and the duplicate copy of a credit shall be, at a minimum, the following personnel at the following times:

(a) The fill bank cashier upon preparation;

(b) The security department member transporting the gaming chips or coins to the cashier's cage;

(c) The croupier or dealer assigned to the gaming station upon receipt at such station from the security department member; and

(d) The gaming facility supervisor assigned to the gaming station upon receipt at such station.

(11) Upon meeting the signature requirements as described in paragraph (10), the security department member transporting the original and duplicate copies of the credit to the gaming station, shall observe the immediate placement by the croupier or dealer of the duplicate copies of the credit and request in the drop box attached to the gaming station from which the gaming chips or coins are removed. The security department member shall expeditiously return the original credit to the fill bank where the original of the credit and request shall be maintained together, and controlled by employees independent of the gaming facility department.

(12) The original and duplicate copies of "VOID" credits and the original request and credit, maintained and controlled in conformity with paragraph (11) shall be forwarded to:

(a) The count team for agreement with the duplicate credit and the duplicate request removed from the drop box, after which the request and the original and duplicate credit shall be forwarded to the accounting department for agreement, on a daily basis, with the triplicate; or

(b) The accounting department for agreement, on a daily basis, with the duplicate copies of the credit and request removed from the drop box and the triplicate.

22. A. PROCEDURE FOR SHIFT CHANGES AT GAMING STATIONS

(1) Whenever gaming stations are to remain open for gaming activity at the conclusion of a shift, the gaming chips and coins remaining at the gaming stations at the time of the shift change shall be counted by either the croupier or dealer assigned to the outgoing shift, and the croupier or dealer assigned to the incoming shift, or the croupier or dealer assigned to the gaming station at the time of a drop box shift change which does not necessarily coincide with an employee shift change. The count shall be observed by the gaming facility supervisor assigned to the gaming station at the time of a drop box shift change.

(2) The gaming chips and coins counted shall be recorded on the station inventory slip by the gaming facility supervisor assigned to the gaming station of the outgoing shift or the gaming facility supervisor assigned to the gaming station at the time of the drop box shift change.

(3) Station inventory slips shall be three-part serially pre-numbered forms and on the original of the slip ("Closer"), the duplicate of the slip ("Opener"), and on the triplicate, which is maintained and controlled by security, the gaming facility supervisor shall record the following:

(a) The date and identification of the shift ended;

(b) The game and station number;

(c) The total value of each denomination of gaming chips and coins remaining at the station.

(4) Signatures attesting to the accuracy of the information recorded on the station inventory slips shall be of either the croupier or dealer and the gaming facility supervisor assigned to the incoming and outgoing shifts or the croupier or dealer and the gaming facility supervisor assigned to the gaming station at the time of a drop box shift change.

(5) Upon meeting the signature requirements as described in paragraph (4), the closer shall be deposited in the drop box that is attached to the gaming station immediately prior to the change of shift at which time the drop boxes shall then be removed and the opener shall be deposited in the replacement drop box that is to be attached to the gaming stations immediately following the change of shift. The triplicate shall be forwarded to the accounting department by a security department member.

B. PROCEDURE FOR CLOSING GAMING STATIONS

(1) Whenever the daily gaming activity at each gaming station is concluded, the gaming chips and coins on the gaming station shall be counted by the croupier or dealer assigned to the gaming station and observed by a gaming facility supervisor assigned to the gaming station, and the entire count and closure process shall be monitored and taped by the surveillance department and those tapes retained for a period of at least thirty (30) days.

(2) The gaming chips and coins counted shall be recorded on a station inventory slip by the gaming facility supervisor assigned to the gaming station.

(3) Station inventory slips shall be three-part serially pre-numbered forms and on the original of the slip ("Closer"), the duplicate of the slip ("Opener"), and on the triplicate, which is maintained and controlled by security, the gaming facility supervisor shall record the following:

(a) The date and identification of the shift ended;

(b) The game and station number;

(c) The total value of each denomination of gaming chips and coins remaining at the stations; and

(d) The total value of all denominations of gaming chips and coins remaining at the gaming stations.

(4) Signatures attesting to the accuracy of the information recorded on the station inventory slips at the time of closing the gaming stations shall be of the croupier or dealer and the gaming facility supervisor assigned to the gaming station who observed the croupier or count the contents of the station inventory.

(5) Upon meeting the signature requirements specified in paragraph (4), the closer shall be deposited in a drop box attached to the gaming station immediately prior to the closing of the station.

(6) The triplicate copy of the station inventory slip shall be forwarded to the accounting department by a security department member.

(7) Upon meeting the signature requirements specified in paragraph (4), the opener and the gaming chips remaining at the station shall be placed in the clear container provided for that purpose as specified in these standards after which the container shall be locked.

(8) At the end of each gaming day, if the locked containers are transported to the cashier's cage, a cage cashier shall determine that all locked containers have been returned or, if the locked containers are secured to the gaming station, a gaming facility supervisor shall account for all the locked containers.

Provided, that an alternative method to the procedures set forth in this Section 22 above may be approved by mutual agreement of the Tribal and State Gaming Agencies in a Memorandum of Understanding.

23. COUNT ROOM: CHARACTERISTICS

(1) As part of the gaming operation, there shall be a room specifically designated for counting the contents of drop boxes which shall be known as the count room.

(2) The count room shall be designed and constructed to provide maximum security for the materials housed therein and for the activities conducted therein, to include at a minimum, the following:

(a) A door equipped with two separate locks securing the interior of the count room, the keys to which shall be different from each other and from the keys to the locks securing the contents of the drop boxes, and one key shall be maintained and controlled by the security department in a secure area within the security department, access to which may be gained only by a nominated security department member, and the other key maintained and controlled by the gaming facility department;

(b) The security department shall establish a sign out procedure for all keys removed from the security department; and

(c) An alarm device connected to the entrance of the count room in such a manner as to cause a signalling to the monitors of the closed circuit television system in the gaming facility's surveillance monitor room whenever the door to the count room is opened.

(3) Located within the count room shall be:

(a) A table constructed of clear glass or similar material for the emptying, counting and recording of the contents of the drop boxes which shall be known as the "Count Table";

(b) Closed circuit television cameras and microphones wired to monitoring rooms capable of, but not limited to the following:

(i) Effective and detailed video and audio monitoring of the entire count process;

(ii) Effective, detailed video-monitoring of the count room, including storage cabinets or trolleys used to store drop boxes; and

(iii) Video and audio taping of the entire count process and any other activities in the count room.

24. PROCEDURE FOR COUNTING AND RECORDING CONTENTS OF DROP BOXES

(1) The contents of drop boxes shall be counted and recorded in the count room in conformity with this standard.

(2) The tribal gaming operation shall notify the Tribal Gaming Agency through an inspector whenever the contents of drop boxes removed from gaming stations are to be counted and recorded, which, at a minimum, shall be once each gaming day.

(3) The opening, counting and recording of the contents of drop boxes shall be performed in the presence of an inspector and by those employees assigned by the tribal gaming operation for the conduct of the count ("Count Team") who have no incompatible functions. To gain entrance to the count room, the inspector may be required to present an official identification card containing his or her photograph issued by the Tribal Gaming Agency.

(4) Immediately prior to the opening of the drop boxes, the doors to the count room shall be securely locked and except as otherwise authorized by this standard, no person shall be permitted to enter or leave the count room, except during a normal work break or in an emergency, until the entire counting, recording and verification process is completed.

(5) Immediately prior to the commencement of the count, one count team member shall notify the person assigned to the closed circuit television monitoring station in the establishment that the count is about to begin, after which such a person shall make a video and audio recording, with the time and date inserted thereon, of the entire counting process which shall be retained by the security department for at least seven days from the date of recording unless otherwise directed by the Tribal Gaming Agency or State Gaming Agency.

(6) Procedures and requirements for conducting the count shall be the following:

(a) As each drop box is placed on the count table, one count team member shall announce, in a tone of voice to be heard by all persons present and to be recorded by the audio recording device, the game, station number, and shift marked thereon;

(b) The contents of each drop box shall be emptied and counted separately on the count table, which procedures shall be at all times conducted in full view of the closed circuit television cameras located in the count room;

(c) Immediately after the contents of a drop box are emptied onto the count table, the inside of the drop box shall be held up to the full view of a closed circuit television camera, and shall be shown to at least one other count team member and the Tribal Gaming Agency inspector to confirm that all contents of the drop box have been removed, after which the drop box shall be locked and placed in the storage area for drop boxes;

(d) The contents of each drop box shall be segregated by a count team member into separate stacks on the count table by denominations of coin and currency and by type of form, record or document;

(e) Each denomination of coin and currency shall be counted separately by at least two count team members who shall place individual bills and coins of the same denomination on the count table in full view of the closed circuit television cameras, and such count shall be observed and the accuracy confirmed orally or in writing, by at least one other count team member;

(f) As the contents of each drop box is counted, one count team member shall record or verify on a master game report, by game, station number, and shift, the following information:

(i) The total amount of currency and coin counted;

(ii) The amount of the opener;

(iii) The amount of the closer;

(iv) The serial number and amount of each fill;

(v) The total amount of all fills;

(vi) The serial number and amount of each credit;

(vii) The total amount of all credits; and

(viii) The win or loss.

(g) After the contents of each drop box have been counted and recorded, one member of the count team shall record by game and shift, on the master game report, the total amounts of currency and coin, station inventory slips, fills and credits counted, and win or loss, together with such additional information as may be required on the master game report by the tribal gaming operation;

(h) Notwithstanding the requirements of sub-paragraphs (f) and (g), if the tribal gaming operation's system of accounting and internal controls provides for the recording on the master game report of fills, credits, and station inventory slips by cage cashiers prior to the commencement of the count, a count team member shall compare for agreement the serial numbers and totals of the amounts recorded thereon to the fills, credits, and station inventory slips removed from the drop boxes;

(i) Notwithstanding the requirements of sub-paragraphs (f) and (g), if the tribal gaming operation's system of accounting and internal controls provides for the count team functions to be comprised only of counting and recording currency, coin, and credits; accounting department employees shall perform all other counting, recording and comparing duties herein;

(j) After completion and verification of the master game report, each count team member shall sign the report attesting to the accuracy of the information recorded thereon;

(k) At no time after the inspector has signed the master game report shall any change be made to it without prior written approval of the Tribal Gaming Agency.

(7) Procedures and requirements at the conclusion of the count for each gaming shift shall be the following:

(a) All cash removed from each drop box after the initial count shall be presented in the count room by a count team member to a cashier who, prior to having access to the information recorded on the master game report and in the presence of the count team and the inspector, shall re-count, either manually or mechanically, the cash received, after which the inspector shall sign the report evidencing his or her presence during the count and the fact that both the cashier and count team have agreed on the total amount of cash counted;

(b) The top copy of the master game report, after signing, and the requests for fills, the fills, the requests for credits, the credits, and the station inventory slips

removed from drop boxes shall be transported directly to the accounting department and shall not be available to any cashier's cage personnel;

(c) A duplicate of the master game report , but no other document referred to in this standard whatsoever, shall be retained by the inspector.

(d) If the tribal gaming operation's system of accounting and internal controls does not provide for the forwarding from the cashier's cage of the duplicate of the fills, credits, request for credits, request for fills, such documents recorded or to be recorded on the master game report shall be transported from the count room directly to the accounting department.

(8) The originals and copies of the master game report, request for fills, fills, request for credits, credits and station inventory slips shall on a daily basis, in the accounting department be:

(a) Compared for agreement with each other, on a test basis, by persons with no recording responsibilities and, if applicable, to triplicates or stored data;

(b) Reviewed for the appropriate number and propriety of signatures on a test basis;

(c) Accounted for by series numbers, if applicable;

(d) Tested for proper calculation, summarization, and recording;

(e) Subsequently recorded; and

(f) Maintained and controlled by the accounting department.

25. <u>SIGNATURES</u>

(1) Signatures shall:

(a) Be, at a minimum, the signer's first initial and last name;

(b) Be immediately adjacent to, or above the clearly printed or pre-printed title of the signer and his or her certificate or permit number; and

(c) Signify that the signer has prepared forms, records, and documents, and/or authorized to a sufficient extent to attest to the accuracy of the information recorded thereon, in conformity with these standards and the tribal gaming operation's system of accounting and internal control.

(2) Signature records shall be prepared for each person required by these standards to sign or initial forms, records and documents, and shall include specimens of signatures and initials of signers. Such signature records shall be maintained on a dated signature card file, alphabetically by name, within a department. The signature records shall be adjusted on a timely basis to reflect changes of personnel.

(3) Signature records shall be securely stored in the accounting department.

APPENDIX B

LUMMI NATION - STATE OF WASHINGTON
CLASS III GAMING COMPACT

RULES GOVERNING CLASS III GAMING
ON THE
LUMMI RESERVATION

SECTION 1. SPORTS POOLS

The Tribe shall be entitled to offer sports pools, on regularly scheduled athletic contests, of one hundred (100) squares wherein each square is sold for not more than ten (10) dollars (wager) plus an administrative charge payable to the Tribe of not more than fifty cents ($0.50) per $10.00 wager. All wagers shall be awarded to winners as prizes. All other provisions of state law established in RCW 9.46.0335 regarding the conduct of sports pools shall be applicable.

SECTION 2. PUNCHBOARDS AND PULL-TABS

The Tribe may sell punchboards and pull-tabs in the facility and at other locations on the Lummi Reservation subject to regulation by the Tribe and other than at a location where bingo is played. Such punchboards and pull-tabs shall be sold in a manner consistent with the sale of punchboards and pull-tabs at any location on the Lummi Reservation where bingo is played.

SECTION 3. SALE OF WASHINGTON STATE LOTTERY TICKETS

The sale of Washington State lottery tickets on the Lummi Reservation shall be subject to the provisions of RCW 67.70, WAC 315, and the Tribal Ordinance.

SECTION 4. SATELLITE (OFF-TRACK) WAGERING ON HORSE RACES

4.1 DEFINITIONS.

4.1.1 "Conventional parimutuel pool" means the total wager under the parimutuel system on any horse or horses in a particular race to win, place, or show.

4.1.2 "Commission Regulations" means Title 260 WAC.

4.1.3 "Exotic parimutuel pool" means the total wagers under the parimutuel system on the finishing position of two or more horses in a particular race, such as Quinella or Exacta wagers, or on horses to win two or more races, such as Daily Double

wagers, Pick Six wagers, or on other wagers other than conventional parimutuel pool wagers.

4.1.4 "Horse Racing Law" means Chapter 67.16 RCW.

4.1.5 "Parimutuel wagering" means a form of wagering on the outcome of horse races in which those who wager purchase tickets of various denominations on a horse or horses in one or more races. When the outcome of the race or races has been declared official, there is a distribution of the total wagers comprising each pool, less any amounts permitted to be retained by law or under this Compact, to holders of winning tickets on the winning horse or horses.

4.1.6 "Satellite Wagering" means parimutuel wagering on simulcast results.

4.1.7 "Satellite wagering facility" means any facility in which satellite wagering is conducted.

4.1.8 "Simulcast" means the simultaneous television or radio transmission of a race to a facility other than where the race meet is being held.

4.1.9 "Wagering employee" means any person who is employed by the Tribe or at any satellite wagering facility hereunder to handle any monies, materials, records or equipment related to the satellite wagering permitted herein, or who supervises any person who does so or supervises any such supervisor.

4.1.10 Except as otherwise provided herein, meanings ascribed to terms used in the Horse Racing Law and the Commission Regulations are hereby adopted by reference wherever such terms are used in this Compact.

4.2 APPLICABILITY OF LAWS. Wagering at the Lummi tribal satellite wagering facility will be conducted in accordance with this Compact, the Indian Gaming Regulatory Act, the Interstate Horseracing Act, any ordinances or regulations adopted by the Tribe, and Washington Horse Racing Laws as made applicable herein. Nothing herein shall otherwise be deemed a prohibition upon or limitation upon tribal operation of a satellite wagering facility by the Tribe or on behalf of the Tribe.

4.3 REGULATION OF SATELLITE (OFF-TRACK) WAGERING.

4.3.1 Wagering Permitted. The Tribe is entitled to operate a single satellite wagering facility pursuant to this Compact subject to the following terms and conditions:

a. Unless permitted in accordance with subparagraph c., below, Tribe may conduct satellite wagering only on events simulcast from any Washington State track (whether of a live race, or an authorized simulcast of an out-of-state signal) on

the same terms and conditions permitted any other satellite wagering facility in the State without limitation on the distance such tribal facility is from a live race meet, provided, the Tribe is entitled to receive simulcast signals from each Washington State track on terms at least as advantageous as those made available by such track to any other satellite facility operated at a track holding a Class A or Class B Washington Horseracing Commission license or at any other facility operated or leased by an entity holding such a license. Negotiations conducted between the Tribe and the track shall cover areas including, but not limited to, the following: percent of handle received; equipment required and who provides such equipment; who provides wagering employees; and how and on what schedule funds will be transferred. All wagers accepted at the tribal facility on such events shall be made into the parimutuel pool of the Washington State track which provides the simulcast signal. Nothing herein shall prohibit assessment by the Tribe of taxes, fees or other charges for wagering conducted at the tribal facility, nor shall the State or any of its political subdivisions be authorized to impose any taxes, fees, charges or assessments upon the Tribe or any person or entity authorized to conduct such activities on behalf of the Tribe for the satellite wagering activities regulated hereunder, other than those generally applicable to the parimutuel pool; provided, such taxes, fees, charges or other assessments generally applicable to the parimutuel pool are consistent with the holding of Cabazon Band of Mission Indians, et al. v. Wilson, et al., 23 F.3d 1535 (9th Cir. 1994) and 25 U.S.C. § 2710(d)(4) and consistent with fees or rates applied to other satellite locations.

b. In the event the Tribe believes it is not offered simulcast signals from a Washington State track on terms at least as advantageous as those made available by such track to the other satellite wagering operators as set forth in subparagraph a., above, the Tribe may request a formal determination from the Commission. The sole issues in such determination will be whether the Washington State track provides terms to those other satellite wagering operators which are more advantageous than those offered to the Tribe and, if so, what terms are less advantageous to the Tribe. Provided, the Commission shall conduct a hearing and render a decision within ninety (90) days after receipt of the request for a determination from the Tribe, and further provided, that if the Commission decision is not rendered within that time, the Tribe is entitled to conduct satellite wagering in accordance with the provisions of subparagraph c., below. If the Commission determines that the terms offered the Tribe are less advantageous, the Washington State track shall have thirty (30) days to offer terms that are at least as advantageous to the Tribe, or the Tribe will be entitled to conduct satellite wagering in accordance with subparagraph c., below. If the Tribe disputes the determination of the Commission regarding whether the terms offered to the Tribe are less advantageous, the Tribe or State may request arbitration under Section XII.C of this Compact.

c. If, following an adverse determination from the Commission, the Washington State track does not offer the terms

identified by the Commission in accordance with subparagraph b., above, the Tribe shall be entitled to negotiate for and receive simulcast signals from out-of-state races for an equivalent number of races, to be offered within the subsequent twelve (12) month period, on such terms and conditions as it may obtain. Acceptance of signals from out-of-state tracks shall be made in compliance with the Interstate Horseracing Act, 15 U.S.C. § 3001, et seq. Nothing in this section (Section 4) shall be deemed to limit acceptance of satellite wagers to the extent permitted under the Interstate Horseracing Act. Consent of the Commission, as required under the Interstate Horseracing Act shall not be unreasonably withheld. For disputes concerning whether the Commission has unreasonably withheld its consent, the Tribe or the State may request arbitration under Section XII.C of this Compact.

4.3.2 Hours of Operation. The wagering authorized in the Tribe's satellite wagering facility shall be conducted within the hours of operation authorized for Class III gaming under Section III.I of this Compact. Provided, however, when a track providing a simulcast to the tribal facility operates outside the Tribe's regularly scheduled hours of operation, then the satellite wagering portion of the Class III facility authorized under this Compact may be open to the public during the time the sending track is open to the general public.

4.3.3 Approval of Facility. Subject to approval of the physical adequacy of the facility, the Lummi Reservation is hereby approved as location for the conduct of satellite wagering as permitted under this Compact. The right of the Tribe to conduct satellite wagering from a facility at such location shall not be affected by its distance from any live race meet being broadcast to such facility, and statutes and regulations imposing distance limitations on the location of satellite wagering facilities relative to live race meets, including but not limited to RCW 67.16.200(c), shall not be applicable to the Tribe.

4.3.4 Wagering Rules. All of the rules set forth in Chapter 260-48 WAC ("Mutuels") are hereby incorporated by reference as being applicable to any satellite wagering facility authorized hereunder, subject to the following qualifications:

4.3.4.1 References therein to "racing associations" shall mean the Tribe.

4.3.4.2 References therein to "enclosure of any race track" shall mean the satellite wagering facilities authorized hereunder.

4.3.4.3 Parimutuel machines shall be locked at the time and by the same means as are applicable to parimutuel machines at other satellite wagering facilities within the State or as otherwise required by the parimutuel pool operator at the host race track or other authorized source, if different therefrom, but in all cases prior to the start of any race for which bets are being accepted.

4.3.4.4 References to "the manager of the parimutuel department" shall refer to any person appointed to manage the satellite wagering facility authorized under this Compact.

4.3.4.5 The Tribe may accept exotic bets, including but not limited to daily doubles, quinellas, exactas, wagering on "short fields", daily triples, "Pick n", trifectas, and other exotic bets to the extent made available through parimutuel pools by the parimutuel pool operator.

4.3.5 Other Facilities Within Area. In the event the Commission considers allocation of exclusive or limited areas in which satellite wagering facilities may be located, the Commission will give good faith consideration to designating the Lummi satellite wagering facility as one of those exclusive or limited area satellite wagering sites. Notwithstanding the foregoing, the conduct of satellite wagering at any other facility, including a live racing facility, in the State shall not affect the right of the Tribe to operate its satellite wagering facility at any time.

4.3.6 Amounts Received by Tribe. The Tribe may receive from parimutuel wagers made at its satellite wagering facility such amounts as may be negotiated between it and the operator of the parimutuel pool (track).

4.3.7 Security Control. The Tribe shall maintain such security controls over any satellite wagering facility authorized hereunder as would be required by the Commission for a comparable facility off the Reservation. The Tribe shall remove, deny access to, eject or exclude persons whose presence within such facility would be contrary to the interests of the Tribe or the State in operating an honest, legitimate facility or in meeting the goals and objectives of this Compact or the Act.

4.3.8 Accounting Practices and Audits. Any satellite wagering facility authorized hereunder shall maintain its books and records in accordance with generally accepted accounting principles and such rules and regulations, if any, as are applied to satellite wagering facilities in the State.