FIFTH AMENDMENT TO TRIBAL/STATE COMPACT FOR CLASS III GAMING BETWEEN TULALIP TRIBES OF WASHINGTON AND THE STATE OF WASHINGTON

INTRODUCTION

The Tulalip Tribes of Washington ("Tribes") and the State of Washington ("State") entered into a Class III Gaming Compact on August 2, 1991, pursuant to the Indian Gaming Regulatory Act of 1988 ("IGRA"). The Tribe and State entered a First Amendment on May 29, 1992, a Second Amendment on September 21, 1993, a Third Amendment on December 26, 1994, and a Fourth Amendment on November 25, 1998. At the request of the Tribes, the Tribes and the State entered into negotiation for further amendments to the Compact. The parties have reached agreement on Compact amendments as set forth in this document. The parties believe the conduct of Class III gaming under the terms and conditions as set forth in this Fifth Amendment will, from a regulatory perspective, benefit the Tribes and the State and protect the members of the Tribes and the citizens of the State consistent with the objectives of IGRA.

COMPACT AMENDMENTS

1. **Section 2(f), (g) and (h) are amended to read as follows:**

(f) "Gaming Employee" means any person employed in the operation or management of the gaming operation, whether employed by or contracted to the Tribe or by any person or enterprise providing on or off-site services to the Tribe within or without the gaming ~~facility~~facilities regarding any Class III activity, including, but not limited to, gaming operation managers and assistant managers; accounting personnel; surveillance personnel;

cashier supervisors; dealers or croupiers, box men; floormen; pit bosses; shift bosses; cage personnel; collection personnel; gaming consultants; management companies and their principals; and any other natural person whose employment duties require or authorize access to restricted areas of the gaming ~~facility~~facilities not otherwise opened to the public.

(g) "Gaming Facility" or "Gaming Facilities" means the ~~room or rooms~~building or buildings or portions thereof in which Class III Gaming as authorized by this Compact is conducted on Tulalip Tribal Lands.

(h) "Gaming Operation" means the enterprise or enterprises operated by the Tribe on Tulalip Tribal Lands for the conduct of any form of Class III gaming in any gaming facility.

2. **Section 3(a), (c), (e), (f), (g), (h), (i), (j), (k), (l) and (m) are amended to read as follows:**

(a) Scope of Class III Gaming Activities. The Tribal gaming operations may utilize in its gaming ~~facility,~~facilities, subject to the provisions of this Compact, any or all of the following Class III activities:

(i) Blackjack;

(ii) Money-wheel;

(iii) Roulette;

(iv) Baccarat;

(v) Chuck-a-luck;

(vi) Pai-gow;

(vii) Red dog;

(viii) Chemin De Fer;

(ix) Craps;

(x) 4-5-6;

(xi) Ship-Captain-Crew;

(xii) Horses (stop dice);

(xiii) Beat the Dealer;

(xiv) Over/Under Seven;

(xv) Beat My Shake;

(xvi) Horse Race;

(xvii) Sweet Sixteen;

(xviii) Sports Pools;

(xix) Sic-bo;

(xx) Poker card games. The Tribes shall submit the proposed rules, manner of regulation and manner of play of such poker card games to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. If the State Gaming Agency does not respond within the thirty (30) days, the Tribe may begin offering the game. If a dispute arises between the Tribe and the State Gaming Agency with respect to the nature of the game, security issues, rules of play or training and enforcement associated with regulation, it shall be resolved pursuant to Section 12(c) of this Compact.

(xxi) Any other table game authorized for play in Nevada and played in accordance with applicable Nevada rules, upon 20 days written notice to the State Gaming Agency. Provided, should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section 12(c).

(xxii) Lottery-type games, including but not limited to, keno and keno-type games, instant tickets, on-line games, lotto, jackpot poker 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 I or II in the State of Washington pursuant to 25 USC Section 2703(6) and (7). For the purposes of the jackpot poker activity, the Class II poker stations associated with jackpot poker as well as the employees directly associated with jackpot poker shall be subject to Sections 4, 5, 6, 7, 8 and 9 of this Compact. For all such lottery-type games the Tribe shall submit the proposed rules, manner of regulation and manner of play to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. If the State Gaming Agency takes no action within the thirty (30) days, the Tribe may begin offering the game. If a dispute arises between the Tribe and the State Gaming Agency with respect to the nature of the game, security issues, rules of play or training and enforcement associated with regulation, it shall be resolved pursuant to Section 12(c) of this Compact.

(xxiii) Satellite (off-track) wagering on horse races, subject to Appendix C.

(xxiv) Tribal Lottery Systems. Notwithstanding anything in this Compact which could be construed to be the contrary, Tribal Lottery Systems operated in conformity with Appendix X are hereby authorized.

(c) Authorized gaming operation. The Tribe may establish ~~one gaming operation and gaming facility~~two Class III gaming facilities on the Tulalip Tribal Lands which are within or contiguous to the Tulalip Indian Reservation that are held in trust by the United States for the benefit of the Tribe or held by the Tribe subject to restriction by the United States against alienation over which the Tribe exercises governmental power for the operation of

any Class III games as authorized pursuant to the subsection (a) of this Section. ~~At the option of the Tribe, the existing gaming operation and gaming facility located at 6410-33rd Avenue Northeast, Marysville, Washington 98271, may be relocated on other Tulalip Tribal lands and opened to the public, subject to the provisions of Compact Section 4(a); provided however,~~ Class III lottery-type games may be conducted by the Tribe at Tribal Class II gaming facilities contiguous and adjoining to the Class III gaming ~~facility.~~facilities.

(e) Size of gaming floor. The actual gaming floor within ~~the~~a gaming facility upon which the gaming stations and other Class III gaming are located shall not exceed the square footage determined as appropriate by the Tribe.

(f) Size of Class III Gaming Operation. The maximum number of Class III gaming stations shall not exceed ~~thirty-one (31)~~seventy-five (75) gaming stations within one facility and a total of fifty (50) gaming stations within a second facility plus, at the option of the Tribe, one (1) additional gaming station ("the nonprofit station) for every twenty-five (25) gaming stations allowed in a facility. The proceeds from ~~the~~all nonprofit stations shall be dedicated to support nonprofit and charitable organizations and their activities located within Snohomish County or the State of Washington. PROVIDED, that the Tribe is required to obtain transfers of Class III gaming station authorization from another tribe which has entered into a compact with a State for the use of Class III gaming stations, as defined in this Compact for any Class III gaming stations, except for nonprofit stations, beyond sixty (60) in total for all gaming facilities. PROVIDED FURTHER, that the transfer of Class III gaming station authorization from another tribe shall be effectuated through the use of a "Class III Gaming Station Transfer Agreement" substantially in the form appended hereto as Appendix D of this Compact. For purposes of determination of "proceeds" from ~~the~~a nonprofit station only, proceeds shall mean

the pro rata net profit of the nonprofit station. Such proceeds are not subject to the calculation for the community contribution under Section 14(c) of this Compact. The Tribal gaming ordinance shall require regulations be adopted concerning the types of bona fide nonprofit and charitable organizations or types of projects of such organizations that shall be supported by ~~the~~a nonprofit station. ~~When the gaming operation has met the conditions set forth in Section 3(n), "phase two" may be implemented, providing for up to fifty (50) gaming stations plus, at the option of the Tribe, two (2) additional "nonprofit" gaming stations.~~

(g) Wagering Limitations. Wager limits shall not exceed~~two hundred fifty dollars ($250). When the gaming operation has met the conditions set forth in Section 3(n). "phase two" may be implemented, providing for wager limits of up to~~ five hundred dollars ($500).

(h) Hours of Operation. Operating hours may not exceed one hundred~~twelve (112) hours per week on an annualized basis. When the gaming operation has met the conditions set forth in Section 3(n), "phase two" may be implemented, providing for operating hours of up to one hundred forty (140)hours per week on an annualized basis. Provided, however, the Class III gaming operation shall be open no more than twenty (20) hours in any twenty-four (24) hour period, and shall be closed to the public from 2:00 a.m. until 6:00 a.m. each day of operation. Provided, further, the Tribe may conduct Class III gaming operations beyond 2:00 a.m. upon mutual written agreement by the State Gaming Agency, the Tribal Gaming Agency, and the Snohomish County Sheriff's Department. Provided further, upon thirty (30)~~fifty-six (156) hours per week in each Class III gaming facility. The Tribe shall provide to the State Gaming Agency a schedule indicating the hours of operation of each Class

III facility. Provided, upon ~~thirty (30)~~twenty (20) days written notice to the State Gaming Agency and~~upon written mutual agreement between the State Gaming Agency and~~ Tribal Gaming Agency, the Tribe may, but not more than three (3) times ~~per calendar year, conduct continuous~~in each gaming facility in any twelve (12) month period, conduct Class III operations for up to one hundred sixty (160) hours per week. This shall be accomplished only by shifting hours or portions of hours from ~~seventy-two (72) hours.~~other weeks and consequently reducing the corresponding period of operation during such weeks. In the event the Tribe engages in lottery-type gaming activities and/or if the satellite wagering authorized by this Compact is for events occurring at hours other than the then-established operating hours for the Class III gaming facility, the satellite wagering and lottery-type gaming activities, subject to the other provisions and restrictions herein regarding hours of operation may be conducted independently of other Class III gaming activities.

(i) Ownership of Gaming ~~Facility and Gaming Operation. The gaming operation.~~Facilities and Gaming Operation. The gaming operations, including the gaming ~~facility,~~facilities, shall be owned, operated and managed by the Tribe; provided however, the Tribe shall be entitled to contract for the management of ~~the~~any gaming facility and gaming operation. Any such management contract shall be subject to the terms of this Compact, including all certification and licensing requirements.

(j) Prohibited Activities. Any Class III gaming activity not specifically authorized in Section 3(a) is prohibited. Unless authorized by the Tribe and the State, any electronic facsimile of a gaming activity, and all gaming devices are prohibited. Except as provided in Section 3(a)(xx), nothing herein is intended to prohibit or restrict

otherwise lawful and authorized Class II gaming activities upon Tulalip Tribal Lands or within ~~the~~ any gaming facility.

(k) Prohibition on Minors. No person under the age of eighteen shall participate in any gaming operation, or be allowed on the gaming ~~floor~~area authorized by this Compact during actual hours of operation. Should alcoholic beverages be offered on the gaming floor pursuant to applicable law, then no person under the age of twenty-one shall be permitted on the gaming floor during actual hours of operation. PROVIDED, that such age limitation shall not apply to an individual accompanied by an adult for the specific and limited purpose of proceeding directly and immediately across the gaming area for legitimate non-gaming purpose, with no gaming area loitering or gaming participation by the underage person or accompanying adults.

(l) Prohibition on Firearms. The possession of firearms by any person within the gaming ~~facility~~facilities shall be strictly prohibited. Provided, this prohibition shall not apply to authorized agents or officers of the Tribal Gaming Agency, Tribal Law Enforcement Agency, State Gaming Agency, state and local law enforcement agencies.

(m) Financing. Any person, firm, corporation or entity extending financing, either directly or indirectly, to the gaming ~~facility~~facilities or gaming operations shall be subject to the annual licensing requirements of the Tribal Gaming Agency and shall be required to obtain State certification prior to completion of the financing agreement, and annually thereafter; provided however, the foregoing licensing and certification requirements shall not apply to any third party financing extended or guaranteed for the Class III operation and facility from either an agency of the United States or a member institution of the FDIC or an institution regulated by the Comptroller of the Currency.

3. **Section 4(a) is amended to read as follows:**

(a) Gaming Operation and Facility. The gaming operations and gaming ~~facility~~facilities authorized by this Compact shall be licensed by the Tribal Gaming Agency in conformity with the requirements of this Compact prior to commencement of operation, and annually thereafter. Verification of this requirement shall be made by the State Gaming Agency and the Tribal Gaming Agency through a joint pre-operation inspection and letter of compliance. If a dispute arises during the inspection, it shall be resolved pursuant to Section 12(c) of this Compact.

4. **Section 6 (a), (b), (c), (d), (e) and (f) are amended to read as follows:**

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

(i) Ensure the enforcement in the gaming operation, including the facilities, of all relevant laws;

(ii) Ensure that the gaming operation has adequate policies in place for the physical safety of patrons in the establishment;

(iii) Ensure the physical safety of personnel employed by the establishment.

~~(a)~~(b) Tribal Gaming Agency. The primary responsibility for the on-site regulation, control and security of the gaming operation authorized by this Compact, and for the enforcement of this Compact within Tulalip Tribal Lands, shall be that of the Tribal Gaming Agency. As part of its structure, the Tribal Gaming Agency shall perform the following functions:

~~(i) the enforcement in the gaming operation, including the facility, of all relevant laws;~~

~~(ii) the physical safety of patrons in the establishment;~~

~~(iii) the physical safety of personnel employed by the establishment;~~

~~(iv)~~(i) the physical safeguarding of assets transported to and from the gaming ~~facility~~facilities and cashier's cage departments;

~~(v)~~(ii) the protection of the patrons and the ~~establishment's~~establishments' property from illegal activity;

~~(vi)~~(iii) the detention of persons who may be involved in illegal acts for the purpose of notifying the law enforcement authorities; and

~~(vii)~~(iv) the recording of any and all unusual occurrences within the gaming ~~facility. Each incident, without regard to materiality,~~facilities. Each occurrence shall be assigned a sequential number and, at a minimum, the following information shall be recorded in indelible ink in a bound notebook from which pages cannot be removed and each side of each page of which is sequentially numbered:

(aa) the assigned number;

(bb) the date;

(cc) the time;

(dd) the nature of the incident;

(ee) the person involved in the incident; and

(ff) the security department employee assigned.

~~(b)~~(c) Inspectors. The Tribal Gaming Agency shall employ qualified inspectors or agents under the authority of the Tribal Gaming Agency. Said inspectors shall be independent of the Tribal gaming operation, and shall be supervised and accountable only to the Tribal Gaming Agency.

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

~~(d)~~(e) Investigation and Sanctions. The Tribal Gaming Agency shall investigate any reported violation of the Compact provisions and shall require the Tribal gaming operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary. The Tribal Gaming Agency shall be empowered by Tribal Ordinance to impose fines and other sanctions within the jurisdiction of the Tribe against a gaming employee, or any other person directly or indirectly involved in, or benefiting from, the gaming operation.

~~(e)~~(f) Reporting to State Gaming Agency. The Tribal Gaming Agency shall forward copies of all completed investigation reports and final dispositions to the State Gaming Agency on a continuing basis. If requested by the Tribal Gaming Agency, the State Gaming Agency shall assist in any investigation, initiated by the Tribal Gaming Agency, and

provide other requested services to ensure proper compliance with the provisions of this Compact, Tribal Ordinances, laws of the Tribe, or applicable laws of the State.

~~(f)~~(g) Quarterly Meetings. In an attempt to develop and foster a relationship in the enforcement of the provisions of this Compact, representatives of the State Gaming Agency and the Tribal Gaming Agency shall meet, not less than on a quarterly basis, to review past practices and examine methods to improve the regulatory program created by this Compact. The meeting shall take place at a location selected by the Tribal Gaming Agency. The State Gaming Agency prior to or during such meetings shall disclose to the Tribal Gaming Agency any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact with any person, organization or entity, if such disclosure will not compromise the interest sought to be protected.

5. **Section 7(a) and (d) are amended to read as follows:**

(a) Monitoring. The State Gaming Agency shall, pursuant to the provisions of this Compact, have the vested authority to monitor the Tribal gaming operation to ensure that the operation is conducted in compliance with the provisions of this Compact. In order to properly monitor the Tribal gaming operation, agency of the State Gaming Agency shall have free and unrestricted access to all areas of ~~the~~each gaming facility during normal operating hours without giving prior notice to the Tribal gaming operation.

(d) Cooperation with Tribal Gaming Agency. The State Gaming Agency shall meet periodically with the Tribal Gaming Agency and cooperate fully in all matters relating to the enforcement of the provisions of this Compact and immediately notify the Tribal Gaming Agency of any activity suspected or occurring whether within ~~the~~each gaming facility or not, which adversely affects State, Tribal or public interests relating to ~~the~~each gaming facility

and operation. Provided, such disclosure shall not compromise the interest sought to be protected.

6. **Section 10 (b) is amended to read as follows:**

(b) Tribal Gaming Agency Regulations. Pursuant to Tribal Ordinance providing for its general rule making authority, the Tribal Gaming Agency may enact as part of its regulations governing gambling, all or part of the provisions of this Compact.

7. **Section 11 (a) is amended to read as follows:**

(a) Adoption of Regulations for Operation and Management. Pursuant to Tribal Ordinance, the Tribal Gaming Agency shall adopt regulations to govern the operation and management of the gaming operation conducted under the authority of this Compact. The regulations shall ensure that the interests of the Tribe 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 initial regulations to govern the operation and management of the Tribal gaming operation shall be the standards set forth in Appendix A. The Tribal Gaming Agency shall notify the State Gaming Agency of any intent to revise the standards set forth in Appendix A and shall request the concurrence of the State Gaming Agency for such revisions. State Gaming Agency concurrence shall be deemed granted unless written disagreement within sixty (60) days of submission of the revised standards is delivered to the Tribal Gaming Agency. 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 disagree with such portions which are determined to have a material adverse impact upon that interest. If the State Gaming Agency disagrees with the request, 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 12(c) of this Compact.

8. **Section 11(b) is amended to read as follows:**

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

(i) To ensure integrity, the Tribal gaming operation shall maintain the following logs as written, or computerized records which shall be available for inspection by the State Gaming Agency in accordance with Section 7(b) of this Compact: a surveillance log recording all surveillance activities in the monitoring room ~~of the~~for each gaming facility; a security log recording all unusual occurrences for which the assignment of a Tribal Gaming Agency employee is made.

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

(iii) The Tribal Gaming Agency shall require the audit of the Tribal gaming operation, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits or casinos of the American Institution of Certified Public Accountants.

(iv) the Tribal Gaming Agency shall notify the State Gaming Agency of the rules of each game operated by the Tribe and of any change in such rules. Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in ~~the~~each gaming facility. Betting limits applicable to any gaming station shall be displayed at such gaming station. Rules for games identified in Section 3(a) shall be based upon such games as commonly practiced in Nevada, including wagering, as do not fundamentally alter the nature of the game as the Tribal Gaming Agency may approve. Rules for games identified in Section 3(a) shall be submitted to the State Gaming Agency for review, which review shall determine if said rules do not fundamentally alter the nature of the game. The Tribe will provide the State Gaming Agency ten (1) 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~~y~~ies to advise them of the applicable rules in effect. In the event of a dispute, the matter will be handled in accordance with Section 12(c) of this Compact.

(v) The Tribal gaming operation shall maintain a closed circuit television system for each facility in accordance with the regulations set forth in Appendix A, and shall not modify such regulations without the agreement of the State Gaming Agency. The Tribal gaming operation shall provide the Tribal Gaming Agency and the State Gaming Agency with copies of its floor plan and closed circuit television system for each facility and any modifications thereof for review by the Tribal Gaming Agency. If ~~the~~a floor plan or closed circuit television system does not provide unobstructed camera views in accordance with such regulations, the Tribal Gaming Agency shall modify such floor plan or closed circuit television system in order to remedy such deficiency. The Tribal Gaming Agency shall forward

a copy of ~~the~~each floor plan and closed circuit television system to the State Gaming Agency for review and consideration prior to final approval. A single, common monitoring room may be used for both facilities if such is deemed adequate by the State and Tribal Gaming Agencies. In the event of a dispute, the matter will be handled in accordance with the provisions of Section 12(c).

(vi) The Tribal gaming operation shall maintain a cashier's cage for each facility in accordance with the standards set forth in Section 7(3) of Appendix A, and shall not modify such standard without the concurrence of the State Gaming Agency. The Tribal Gaming Agency and the State Gaming Agency may review cashier's cage security. If ~~the~~a cashier's cage does not comply with the security standards set forth in said Appendix, the Tribal operation shall modify ~~its~~the cashier's cage to remedy such deficiency. In the event of a dispute the matter will be handled in accordance with the provisions of Section 12(c).

(vii) The Tribal gaming operation shall provide the Tribal Gaming Agency and the State Gaming Agency with a description of its minimum requirements for supervisory staffing for each table gaming pit operated in ~~its~~a gaming facility, and in the event that the State Gaming Agency regards such supervisory staffing as inadequate to protect the integrity of the table games, the Tribal Gaming Agency and State Gaming Agency shall promptly confer in good faith in an effort to reach agreement on supervisory staffing requirements. If agreement cannot be reached between the State Gaming Agency and the Tribal Gaming Agency, the dispute shall be handled in accordance with Section 12(c) of this Compact.

9. **Section 14 (b) is amended to read as follows:**

(b) Emergency Service Accessibility. The ~~Tribal Gaming Agency~~Tribe shall make provisions for adequate emergency accessibility and service.

10. **Section 15 (d) (ii) (cc) is amended to read as follows:**

(cc) ~~another tribe within the State of Washington obtains through a Compact approved by the Secretary of the Interior greater levels of wagering, hours of operation, size and/or scope of Class III gaming activities, than authorized by the provisions of this Compact; provided however, that if the other tribe is located East of the Cascade Mountains then the Tribe must also demonstrate that the greater level or activities have resulted in an adverse economic activity upon the Tribe's Class III gaming operations.~~notwithstanding any other provision of this Compact to the contrary, in the event the State enters into or amends a Compact with another tribe and such agreement gives any such tribe more gaming facilities, activities, stations or higher wager limits, more hours of operation, or any combination thereof than that provided under the terms of this Compact, then this Compact shall be amended thereby upon approval and acceptance of any such increases by the Tribe and written incorporation of such amendments to this Compact provided to the State.

11. **Appendix D is added to the Compact as follows:**

Appendix D
Class III Gaming Station Transfer Agreement

This Class III Gaming Station Transfer Agreement ("Agreement") is made and entered into between _____ ("Transferor"), and _____ ("Transferee"), and the State of Washington ("State") for purposes of transferring authority and use of Class III Gaming Stations between Tribes which have entered into Tribal – State Compacts for Class III Gaming with the State and as a

Memorandum of Understanding between the State and Tribal parties authorizing and memorializing the transfer.

AGREEMENT

1. TRANSFER. Transferor hereby transfers and assigns to Transferee, for the Term set forth below, all of Transferor's Class III Gaming Station authority for the use of _____Class III Gaming Stations to which Transferor is now or may hereafter become entitled during the Term of this Agreement.

2. TERM. The Term of this agreement, and all rights and authority granted hereby, shall be from _____, 20___ through _____, 20____ and shall commence at 12:01 A.M. on the first date entered above and expire 11:59 P.M. on the last date entered above unless other hours are so specified herein.

3. REPRESENTATIONS AND AGREEMENTS. Transferor represents and agrees that it is or will become at the commencement of the term of this Agreement, capable and authorized to utilize the number of Class III Gaming Stations noted above, that no other grant or transfer of any rights relative to the number of Class III Gaming Stations which would conflict with the authority transferred hereby has occurred or will occur, and that it fully waives and surrenders the right to utilize the number of Class III Gaming Stations noted above for the term of this Agreement. Transferee represents and agrees that it is legally authorized to utilize Class III Gaming Stations and is capable and authorized to accept the transfer of authority herein. State represents and agrees that both Transferor and Transferee are authorized under its terms of valid Tribal – State Compacts to utilize Class ~~Iii~~III Gaming Stations, and, that upon execution of this Agreement by the parties, Transferor and Transferee may effectuate the transfer of authority for the use of the number of Class III Gaming Stations specified for the term of this Agreement.

4. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties as to the legal capabilities and authorizations for the transfer specified herein. No party is relying on any statement, representation or documentation which is not contained or referenced in this Agreement. Transferor and Transferee may enter into separate agreements related to the utilization of Class III Gaming Stations transferred hereby, PROVIDED, that the terms of such separate agreements shall not affect the legal capabilities and authorizations for the transfer specified herein.

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

Transferee

By: _____

Transferor

By: _____

State

By: _____

IN WITNESS WHEREOF, the Tulalip Tribes of Washington and the State of Washington have executed this Fifth Compact Amendment.

Tulalip Tribes of Washington

By: _____ **Dated:** June 7, 2002.
Herman A. Williams, Jr.
Chairman

The State of Washington

By: _____ **Dated:** May 19, 2002.
Gary Locke, Governor