

MEMORANDUM OF AGREEMENT

This agreement is entered into this 11th day of February, 2000, by and between the Yakama Nation (Nation) and the National Indian Gaming Commission (NIGC) to resolve the NIGC's concerns regarding the Nation's administration of tribal gaming regulations.

RECITALS

1. Under the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et seq., the NIGC is responsible for regulating Class II gaming and certain aspects of Class III gaming on Indian lands.
2. In September of 1994, the Nation adopted Tribal Ordinance T-104-94, commonly referred to as the "Yakama Indian Nation Gaming Ordinance of 1994". Tribal Ordinance T-104-94 was adopted for the purpose of establishing gaming within the Nation "in conformity with the federal Indian Gaming Regulatory Act . . . and regulations promulgated thereunder."
3. In June of 1996, the Nation entered a gaming compact with the State of Washington. This Compact sets forth the standards for the Nation's Class III gaming activities.
4. In the fall of 1999, the NIGC brought the following concerns to the attention of both the Nation and the Yakama Nation Gaming Commission (Commission):
 - a. The Commission had failed to perform a significant number of background investigations and had failed to forward various materials to the NIGC;
 - b. The business relationship between the president of an ATM company and the Nation violated the Tribal Gaming Ordinance because the ATM president was related to the Chairman of the Commission;
 - c. The Nation engaged in business with an unlicensed gambling service supplier who appeared to have signature authority and full management discretion; and
 - d. The Commission continued to rely on financial assistance directly from the Tribal Gaming Operation.
 - e. The Nation needed to decide whether the Board of Directors should be subjected to a background investigation and licensed by the Commission.
5. Desiring to preserve the benefits of their longstanding relationship, the parties to this Agreement conferenced on November 23, 1999, to explore amicable methods of resolving

the above referenced concerns. A follow up conference between the parties was conducted on December 8, 1999.

AGREEMENT

ACCORDINGLY, the Parties to this Agreement agree as follows:

1. The Nation, through the Commission, will establish an internal control and review process, including pre-screening by the NIGC, to ensure that all necessary background investigations on key employees and primary management officials will be completed prior to commencing employment. The internal control and review process will be forwarded to the NIGC by February 25, 2000.
2. In accordance with the thirty (30) day notice of termination of contract by the Legends Casino Board of Directors, Susan Miller, the Double Eagle ATM Company president related to Chairman Steve Isaac, will cease doing business as a gaming contractor with the Nation no later than February 1, 2000.
3. The Nation, through the Commission, will establish an internal control and review process to ensure that no gaming contractors are related to the Commissioners in violation of the tribal ordinance and tribal-state compact. The internal control and review process will be forwarded to the NIGC within thirty (30) days of the effective date of this agreement.
4. From approximately 1996 through December of 1998, James R. Gannarelli, dba Gaming Ventures, Inc., provided gaming services to the Nation. Gaming Ventures, Inc. was not certified by the State of Washington until October 22, 1998, or licensed by the Yakama Nation Gaming Commission until September 21, 1998. The Nation acknowledges that as a gaming services provider, Gaming Ventures, Inc. should have been certified by the State and licensed by the Yakama Nation Gaming Commission during that period. The Nation further acknowledges that due to the nature of the duties performed by Gaming Ventures, Inc., a management contract should have been executed.
5. Within thirty (30) days of the effective date of this Agreement, the Nation will establish, and submit to the NIGC for approval, a system to assure that all gaming manufacturers and

service suppliers are duly licensed and certified and to assure that gaming contractors do not exercise managerial control over the Tribal Gaming Operation.

6. Within forty-five (45) days of the effective date of this Agreement, the Nation will establish, and submit to the NIGC for approval, an accounting and budgeting procedure to maintain the Commission's autonomy from the Tribal Gaming Operation.
7. Separate from the accounting and budgeting procedure referenced in paragraph No. 5, above, the Nation will apply its existing reimbursement policy to Commission members for travel and other expenses associated with their official duties. A copy of these procedures will be submitted to NIGC within forty-five (45) days of the effective date of this agreement.
8. The Nation has determined that it is in the best interest of the Nation to assure that the Board of Directors, which is responsible for oversight of the gaming operation, is subjected to a background investigation and licensed by the Commission and will proceed accordingly.
9. The NIGC shall monitor compliance with this agreement.
10. Provided the Nation and the Commission continue to make progress towards completion of the goals referenced above, the NIGC will not file formal charges against either the Nation or the Commission regarding the issues covered by this Agreement.
11. The parties agree to work in good faith to resolve these and future disputes concerning the Nation's gaming activities.

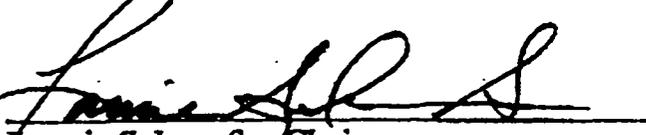
Dated this 11 day of February, 2000.

On behalf of the National Indian Gaming Commission:



Montie R. Deer, Chairman

On behalf of the Yakama Nation:



Lonnie Selam, Sr., Chairman
Yakama Nation Tribal Council