United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

APR 06 2001

Honorable Alton D. LeBlanc, Jr.
Chairman
Chitimacha Tribe of Louisiana
Post Office Box 661
Charenton, Louisiana 70523

Dear Chairman LeBlanc:

On March 7, 2001, we received the Tribal-State Compact for the conduct of Class III Gaming between the Chitimacha Tribe of Louisiana (Tribe) and the State of Louisiana (State), executed on March 6, 2001. 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 delegated authority and Section 11 of 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.

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

Sincerely,

/sgd/ James McDivitt

James H. McDivitt
Deputy Assistant Secretary - Indian Affairs
(Management)

Enclosure

Similar Letter Sent to: Honorable M.J. Mike Foster, Jr.
Governor, State of Louisiana
Baton Rouge, Louisiana 70804

cc: Eastern Region Office w/copy of approved Compact
National Indian Gaming Commissioner w/copy of approved Compact
Louisiana US Attorney w/copy of approved Compact

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Tribal-State compact.

SUMMARY: Pursuant to section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Pub. L. 100–497, 25 U.S.C. 2710, 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 gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, has approved the Tribal-State Compact Between the Chitimacha Tribe of Louisiana and the State of Louisiana, which was executed on March 6, 2001.

DATES: This action is effective April 20, 2001.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219–4066.

Dated: April 6, 2001.

James H. McDivitt,

Deputy Assistant Secretary—Indian Affairs (Management).

[FR Doc. 01–9801 Filed 4–19–01; 8:45 am]

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TRIBAL-STATE COMPACT

FOR THE CONDUCT OF CLASS III GAMING

BETWEEN THE

CHITIMACHA TRIBE OF LOUISIANA

AND THE

STATE OF LOUISIANA

TRIBAL-STATE COMPACT

FOR THE CONDUCT OF CLASS III GAMING

BETWEEN THE

CHITIMACHA TRIBE OF LOUISIANA

AND THE

STATE OF LOUISIANA

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TRIBAL-STATE COMPACT

FOR THE CONDUCT OF CLASS III GAMING

BETWEEN THE

CHITIMACHA TRIBE OF LOUISIANA

AND THE

STATE OF LOUISIANA

WHEREAS, the Chitimacha Tribe of Louisiana (hereinafter "Tribe") and the State of Louisiana (hereinafter "State") have agreed to enter into this Tribal-State Compact (hereinafter "Compact") by reason of the present requirements of the Indian Gaming Regulatory Act (IGRA) passed by Congress in 1988; and

WHEREAS, this Act provides that "Indian Tribes shall have the exclusive right to regulate gaming 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 public policy, prohibit such gaming activity"; and

WHEREAS, this Act also provides that such gaming activity must be conducted in conformance with a Tribal-State Compact entered into by the Indian Tribe and the State; and

WHEREAS, it is as a function of that legislation that the State is vested with a role in the operation of casino gaming as conducted by the Tribe; and

WHEREAS, the participation of the State in the operation of the casino owned by the Tribe and as described in this Compact is a result of the agreement to same by the Tribe and is limited to the authority granted in this Compact and the IGRA, and therefore, it is within this jurisdictional framework that this Compact should be read; it is within this historical context that this Compact should be interpreted; and it is within this spirit that this Compact should be cooperatively administered; and

WHEREAS, the Tribe is a sovereign Indian Nation that possesses powers of self-government, and is recognized as an Indian Tribe by the United States of America; and

WHEREAS, the State is likewise a sovereign government also possessing the powers of self-government; and

WHEREAS, the Tribe and the State are mutually desirous of establishing a framework for the cooperative development of Class III gaming on Chitimacha Tribal land and the enhancement of the community benefits which flow therefrom; and

WHEREAS, the Tribe possesses Indian lands that are located within the State of Louisiana, and that are held in trust by the United States of America; and

WHEREAS, the aforesaid IGRA provides a statutory basis for the operation and regulation of gaming by Indian Tribes; and

WHEREAS, the Congress of the United States of America has recognized gaming activities on Indian lands as a means of generating Tribal governmental revenue; and

WHEREAS, certain gaming activities have been authorized by the State by the Louisiana Gaming Control law, La.R.S. 27:1 et seq; and which constitute the gaming activities contemplated by the Compact and which fall within the categories authorized by the Indian Gaming Regulatory Act; and

WHEREAS, the Tribe is authorized to enter into this Tribal-State Compact for the conduct of Class III gaming by Resolution CHI-TC #37-00 of the Chitimacha Tribal Council, and by the IGRA; and

WHEREAS, the State is authorized to enter into this Compact for the conduct of Class III gaming by Act 888 of the 1990 Regular Session of the Legislature, and by the IGRA;

NOW THEREFORE WE, the Chitimacha Tribe of Louisiana and the State of Louisiana, by virtue of the authority vested through the Constitution and laws of the United States of America and the State of Louisiana, the Chitimacha Tribal Constitution and Tribal laws, and in order to preserve and to protect the health, safety, and welfare of our people, and to promote the economic and social growth of our communities, do hereby amend and extend this Tribal-State Compact for the conduct of Class III gaming, which was originally entered into and became effective on July 6, 1993, as is set forth more fully herein and enumerated below:

SECTION 1: INTERPRETATION OF TRIBAL-STATE COMPACT

(A) Nothing in this Compact shall be interpreted as applying the Constitution and the laws of the State of Louisiana to the Chitimacha Tribe of Louisiana beyond their application as provided for herein.

(B) When this Compact is clear and unambiguous and its application does not lead to absurd consequences, this Compact shall be applied as written and no

further interpretation may be made in search of the intent of the Tribe and the State. When the language of this Compact is susceptible of different meanings, it must be interpreted as having the meaning that best conforms to the purposes of this Compact. The words of this Compact must be given their generally prevailing meaning. Words of art and technical terms must be given their technical meaning when this Compact involves a technical matter, and when applicable, they must be given their identical meaning as provided in the IGRA. When the words of this Compact are ambiguous, their meaning must be sought by examining the context in which they occur and the text of this Compact as a whole. Words on the same subject matter must be interpreted in reference to each other.

(C) Unless the context of this Compact clearly indicates otherwise:

(1) Words used in the singular number apply also to the plural.

(2) Words used in the plural number include the singular.

(3) Words used in one gender apply also to the other.

(4) The word "shall" is mandatory and the word "may" is permissive.

(5) The word "and" indicates the conjunctive.

(6) The word "or" indicates the disjunctive.

(7) When words are phrased in the disjunctive followed by the words "or both" both the conjunctive and disjunctive are intended.

(8) The word "and" or "or" between the last two items in a series applies to the entire series.

(D) All rights and obligations of the State pursuant to this Compact shall be exercised and satisfied by the Governor of the State of Louisiana in his official capacity, by his designees, or the Department of Public Safety and Corrections.

SECTION 2: EFFECT OF TRIBAL-STATE COMPACT

(A) The Tribe shall have all necessary power and authority to conduct Class III gaming on it Indian lands that are described in Appendix A to this Compact. The Tribe shall conduct all gaming activity pursuant to the terms and

conditions of this Compact, the IGRA, and all otherwise applicable State and federal laws.

(B) In recognition of the independent sovereign status of both the Tribe and the State, and in order that this Compact be administered as a joint endeavor by both sovereigns:

(1) Nothing in this Compact shall be deemed to authorize the State to impose any tax, fee, charge, or assessment upon the Tribe, or upon any Tribal gaming operation, except as expressly authorized by this Compact pursuant to the IGRA.

(2) Nothing in this Compact shall be deemed to admit, concede, or waive any right or obligation of the Tribe or the State relative to any taxing authority vested in the State by the Constitution and laws of the United States of America and of the State of Louisiana.

(3) Nothing in this Compact shall be deemed to authorize the State to regulate the government of the Tribe in any manner, including the Tribal Gaming Commission, or to interfere with the selection of its governmental officers, including the Tribal Gaming Commission, serving in regulatory capacities. In regard to said Commission, no State certification requirements contemplated by this Compact shall be applicable to Commission employees serving in executive regulatory capacities. Executive regulatory capacities are defined to include persons in the following Tribal positions:

a. Gaming Commissioner
b. Executive Director
c. Commission Legal Counsel

If additional executive regulatory positions are created by the Tribe and/or Gaming Commission, the Tribe and the State shall meet in a timely fashion and jointly determine if such additional personnel shall be included within the category of executive regulatory personnel herein. Nothing in this section shall prevent the Tribe from requiring any applicant for any position with the Gaming Commission to submit to the State's certification procedures.

(4) Nothing in this Compact shall be deemed to effect the operation of any Class II gaming, whether or not conducted within the gaming facilities, or to confer upon the State any jurisdiction over Class II gaming conducted by the Tribe on its Indian lands.

(5) The Tribe and the State agree that by entering into this Compact, neither shall be deemed to have waived any rights pursuant to the IGRA. In the event that the State should refuse to enter into a Compact concerning other forms of Class III gaming, neither the Tribe nor the State shall be deemed to have waived any rights, arguments, or defenses applicable to such a procedure.

(6) The jurisdiction and waiver of sovereign immunity provided by this Compact shall be strictly limited to matters and issues arising directly from this Compact.

(7) Relative to the conduct of Class III gaming, this Compact constitutes the entire agreement between the Tribe and the State, and supersedes all prior written and oral agreements. This Compact may be amended only through a written instrument that is signed by the Chairman of the Chitimacha Tribe of Louisiana and by the Governor of the State of Louisiana, and that is approved by the Secretary of the Interior of the United States of America.

SECTION 3: TERRITORIAL AND GENERAL JURISDICTION

(A) The Tribe and the State recognize and respect all territorial rights and the independent sovereign existence of each other, and shall:

(1) Accord the fullest mutual respect to the legal institutions and cultural traditions of the Tribe and the State, insofar as they are consistent with preserving and protecting the health, safety, and welfare of all.

(2) As mutually agreed in this Compact, shall have all necessary concurrent jurisdiction for the protection of the public, the Tribe and the State.

(3) Avoid any undue adverse impact or expansive influence on traditional Tribal jurisdictional mechanisms, such as Tribal discussion and consensus, and on non-traditional but Tribally adopted written jurisdiction mechanism, such as the actions of representative bodies like Tribal commissions, boards, or courts, as these jurisdictional mechanisms pertain to Tribal jurisdiction over Tribal members. This intent to respect such existing intra-Tribal jurisdictional mechanisms applies particularly, but not exclusively, to those related to the recognition of the Tribe as possessing powers of self-government.

(B) The Tribe and the State shall retain all sovereignty and immunity to suit while discussing, negotiating, or confecting this Compact. The Tribe and the State intend and agree that all issues purely of Tribal law are to be determined in accordance with the legal mechanisms of the Tribe.

(C) To preserve and to protect the health, safety, and welfare of all, the Tribe and the State shall:

(1) Preserve the full territorial and subject matter jurisdiction of the Tribe.

(2) Preserve the full territorial and subject matter jurisdiction of the State.

(3) Accord the State concurrent law enforcement authority within the lands of the Tribe designated in Appendix A of this Compact when exercising any subject matter jurisdiction accorded the State pursuant to this Compact.

(4) Accord the Tribe, including its duly constituted Tribal law enforcement authorities, full territorial jurisdiction, as well as concurrent law enforcement authority within the lands of the Tribe and within any Parishes where they have been duly commissioned by a local law enforcement agency, when exercising any subject matter jurisdiction accorded the Tribe pursuant to this Compact, or when exercising the authority accorded to the Tribe pursuant to any agreements made with a local law enforcement agency.

(D) The Tribe and the State shall be available to meet and discuss with local communities on issues relative to the conduct of Class III gaming and its impact upon the local communities.

SECTION 4: CRIMINAL LAW SUBJECT MATTER JURISDICTION

(A) The State and the Tribe shall share concurrent criminal jurisdiction and investigatory authority over all persons, including enrolled members of federally recognized Indian Tribes, who commit offenses made criminal by the laws of the United States of America or the State of Louisiana, on or within that portion of the Indian gaming lands that are described in Appendix A of this Compact. The concurrent criminal jurisdiction of the State is limited, however, in that if the subject of an investigation is an enrolled member of the Tribe, then at the completion of such investigation, and at the stage at which formal charges can be filed, or probable cause exists or is

established to arrest such Tribal member, the results of such investigation shall be forwarded to the appropriate federal agency for further investigation, arrest, and/or investigation, and/or institution of criminal charge(s). In the event the federal authorities decline to prosecute the matter, the Tribe may prosecute the matter within its Criminal Justice system, or refer the matter for State prosecution, or make an appropriate disposition that serves the interest of justice and respects the rights of any victim of such wrongdoing. In exigent circumstances, and to protect any person from immediate bodily harm, the State may effectuate the arrest of a Tribal member. After such arrest, the defendant shall be prosecuted pursuant to the provisions herein. Any criminal law subsequently enacted or amended by the United States of America or the State of Louisiana shall be effective within this area and shall likewise be the concurrent enforcement responsibility of the State and the Tribe.

(B) All federal criminal laws applicable to Indian gaming, lands, or subject matter shall be fully operative, assimilated as State law, and applicable within all Tribal lands and areas of gaming activity, and shall apply equally to all persons therein.

(C) All criminal laws of the Tribe that are written, promulgated, and published in the English language, and are not inconsistent with the Constitution or laws of the United States of America or of the State of Louisiana, shall be fully operative, assimilated as State law, and applicable within all Tribal lands and areas of gaming activity, and shall apply equally to all persons therein.

SECTION 5: CRIMINAL LAW ENFORCEMENT AUTHORITY

Within the respective applicable territorial limits as provided in this Compact:

(A) The duly constituted Tribal law enforcement authorities of the Tribe shall have primary law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all Tribal criminal laws applicable under this Compact. The laws of the State may be enforced by the Tribal law enforcement authorities on non-Tribal lands where the Tribal law enforcement authorities have been duly commissioned by a local law enforcement agency. By written request of the Tribe , local, State, or federal law enforcement offices may be granted authority to enforce Tribal criminal laws.

(B) The Tribe shall have concurrent law enforcement authority, and all necessary

or helpful powers in connection therewith, to enforce all State and federal criminal laws made applicable by this Compact. This concurrent law enforcement authority may be initiated in emergency situations by arrest or other appropriate action, but otherwise may be initiated or continued only after immediate and effective notice to the Department of Public Safety and Corrections. The Tribe shall forward all Tribal Police Reports to the Department of Public Safety and Corrections within twenty-four (24) hours concerning investigations conducted on or in the Tribal gaming facility and operation on Appendix "A" lands.

(C) The State shall have concurrent law enforcement authority, and all necessary or helpful powers in connection therewith, to enforce all Tribal, State and federal criminal laws made applicable by this Compact. The Department of Public Safety and Corrections is to receive immediate and effective notification upon the discovery that a criminal act may have occurred in the gaming facility. Likewise the Chitimacha Tribal Gaming Commission shall receive immediate and effective notification from the Department of Public Safety and Corrections upon the discovery that a criminal act may have occurred in the gaming facility. The notification provisions contained herein shall not be required in those circumstances wherein such notification would reasonably be expected to compromise an ongoing investigation, in which case notification shall be given, instead, to a designated State or Tribal official satisfactory to both parties. The State is not obligated to exercise or take any action pursuant to such authority and powers on Tribal lands. The primary law enforcement agency of the State shall be the Department of Public Safety and Corrections.

(D) To facilitate law enforcement activities on Tribal lands, within St. Mary Parish, or within adjacent Parishes, the Tribe and the State may enter into cross-deputization or similar contracts of agreements, including but not limited to, agreements with each other, with Sheriffs or other local law enforcement agencies, with District Attorneys, local governmental agencies, and with agencies of the United States of America. Such agreements may include provisions for necessary funding.

(E) On Indian lands described in Appendix A to this Compact, the plenary law enforcement powers of the Tribe and the State include, but are not limited to, immediate access to any premises, building, location, storage facility, or place whatsoever, wherever, in which might be found any thing, tangible or intangible, produced by, a part of, contributing to, or in any way whatsoever related to, a violation of any criminal law made applicable by this Compact. This access includes, but is not limited to, books, records, equipment, electronic data, and supplies. On Indian lands described in Appendix B to

this Compact, this access may be exercised by the State only in the company of, or preceded by express authorization from a Judge of the Chitimacha Tribal Court, or pursuant to a search warrant issued by a Federal Magistrate or Federal District Court Judge. This provision shall not expand or enlarge the authority of the State on Indian Lands described in Appendix B, provided, however, that the State of Louisiana shall retain any existing federal constitutional or statutory authority in regard to official actions upon Indian lands.

(F) The State and the Tribe shall cooperatively develop procedures in the form of a memorandum of agreement for the administration of the concurrent criminal jurisdiction referenced in Sections 4 and 5 of the Compact. This memorandum shall remain in full force and effect during the term of this Compact. Any changes in the memorandum must be agreed upon by both the Tribe and the State and, if the Tribe and the State cannot agree, the dispute resolution procedures of Section 14(E) of this Compact shall be employed. Until such time as this memorandum is prepared, the existing procedures utilized between the Tribe and the State shall remain.

SECTION 6: LICENSING AND CERTIFICATION REQUIREMENTS

(A) The gaming facilities and operation authorized by this Compact shall be operated by the Tribe in conformity with the requirements of this Compact. Verification of this requirement shall be made by a compliance inspection by the Tribal Gaming Commission and the State on an annual basis. A letter of compliance shall be sent to the Tribe within seven (7) working days after the completion of the compliance inspection. In the event that the State determines that the gaming facilities or operation are not in compliance with this Compact, it shall identify the reasons for such determination in a written notice. Upon receipt of such notice, the Tribe and the State shall meet within seven (7) working days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(E) et seq. of this Compact.

(B) Any management company, including its principals, utilized by the Tribe to assist in the management or operation of the gaming facilities or operation, shall be licensed by the Tribe, be certified by the State, and shall satisfy all federal requirements prior to providing management services for Class III gaming activities, and bi-annually thereafter.

(C) Each person or entity extending financing to the gaming facilities or operation shall be licensed by the Tribe and be certified by the State prior to

providing financial services, and bi-annually thereafter, unless they are granted presumptive suitability under the provisions of this Compact.

(D) Each manufacturer and supplier of gaming services, supplies, or equipment shall be licensed by the Tribe and be certified by the State prior to the sale of any gaming goods or services, and bi-annually thereafter. If a supplier or manufacturer possesses a valid gaming license issued by the State, it may be deemed certified for the purposed of this Compact, provided that they submit an updated Certification Application and/or affidavit, and remit the appropriate certification fees and Tax Clearance forms to the State.

(E) Each person or entity that provides the Class III gaming facilities or operation with non-gaming related supplies, services, or concessions during the immediate past twelve (12) month period, who has received in excess of $50,000.00 from the Class III gaming facilities or operation as payment for providing non-gaming goods and services to the Tribal gaming operation shall, except as provided in subparts G and H of this section, be licensed by the Tribe and be certified by the State prior to the sale of any goods or services, in excess of $50,000.00 and bi-annually thereafter. Persons or entities that provide the Class III gaming facilities or operation with non-gaming related supplies, services or concessions in amounts less than as provided above, are exempt from the licensing and certification requirements, provided:

(1) Not less than monthly, the Tribe shall provide the State with the names and addresses of all persons or entities supplying goods and services regardless of amount.

(2) Not less than quarterly, the Tribe shall provide the State with a statement of the dollar amount of goods and services provided by each person or entity.

(3) The Tribe shall not knowingly or willingly allow any person or entity to provide supplies, services, or concessions under another name for the purpose of evading State certification requirements.

(4) No person or entity who provides supplies, services or concessions to the gaming operation, shall purposely and knowingly evade Tribal licensing or State Certification by utilizing another name or scheme or by manipulating their billing cycle in any manner to avoid compliance with the provisions of this or any other section of this Compact. Any person or entity involved in such intentional evasion shall be subject to having their Tribal license and/or certification,

including certification by presumptive suitability, suspended or revoked.

(F) Any non-gaming certification issued pursuant to this section is a revocable privilege. Failure to pay any fee required by this Compact shall be grounds for the State to refuse to place a certified non-gaming vendor or supplier in an approved status.

(G) The following non-gaming vendors and suppliers may be presumed suitable as non-gaming suppliers by the State and the Tribe and not required to obtain either a non-gaming certification or a license, pursuant to this section; provided that the non-gaming vendor or supplier has submitted, to the State and Tribe on their appropriate forms, a completed request for presumptive suitability.

(1) Non-profit charitable organizations, charitable sponsorships, and educational institutions that receive funds from the Tribal gaming facility or operation, including educational institutions that receive tuition reimbursement on behalf of employees of the Indian gaming facilities or operation

(a) Non-profit charitable organizations, for purposes of this section shall mean a non-profit board, association, corporation, or other organization qualified with the United States Internal Revenue service for an exemption from the federal income tax under Sections 501 (c), (3), (4), (5), (6), (7), (8), (10) or (19) of the Internal Revenue Code.

(2) Entities which provide one or more of the following services to the Tribal gaming facilities or operation and which are the sole source provider of such services:

(a) Water;

(b) Electricity;

(c) Natural Gas

(d) Local telephone services; and

(e) Hospital/Medical Facilities

(3) Insurance companies regulated by the State and providing insurance

to the Tribal gaming facilities or operation and to their employees through the Tribal gaming facilities (medical, life, dental, liability, property, etc);

(4) Financial institutions regulated by the State, the federal government (unless such institutions are operating under any type of cease and desist order);

(5) All state, federal, and municipal operated agencies and entities operated by the Tribe;

(6) All liquor, beer and wine industries regulated by the Louisiana Alcohol Beverage Control Commission/Board;

(7) National or local professional associations that receive funds from the Tribal gaming operation for the cost of enrollment activities, and membership;

(8) Providers of professional services including accountants, architects, attorneys, engineers and lobbyists, when acting in their respective professional capacities;

(9) Electronic and print media, newspapers and book publishers which contract with the Tribal gaming operation to provide advertising services;

(10) Nationwide shipping services, including, but not limited to, Federal Express, United Parcel Service, Airborne Express and Emory Freight;

(H) Nothing herein shall be construed to bar any publicly traded non-gaming vendor or supplier required to obtain a non-gaming State Certification and/or Tribal license from requesting a grant of presumptive suitability. The State and the Tribe may grant such a request upon a showing of good cause.

(I) The State and/or the Tribe may revoke any grant of presumptive suitability made pursuant to this Section and require any person or entity to demonstrate by clear and convincing evidence his/her or its suitability and qualifications for certification or licensing by submitting to the normal process therefore.

(J) Prior to the commencement of employment and bi-annually thereafter, every gaming employee shall be licensed by the Tribe and be certified by the State. For purposes of this Compact, a gaming employee shall mean any person employed in the operation or management of the gaming facilities or

operation, whether employed by or contracted to the Tribe, or any person or entity, whether or not located on Tribal lands, that provides services to the Tribe regarding any Class III gaming activity. Such gaming employees include, but are not limited to, gaming operation managers, assistant managers, accounting personnel, surveillance personnel, cashier supervisors, dealers, croupiers, box men, floor men, pit bosses, shift bosses, cage personnel, collection personnel, gaming consultants, management companies and their principals, and any other person whose employment duties are gaming related and require or authorize access to restricted areas of the gaming facilities or operation not other wise open to the public. Anyone who is not otherwise exempt from State certification and/or Tribal license requirements by Section 2(B) or Section 6(G) of this Compact and whose employment duties or responsibilities require them to have access to sensitive or privileged information, including but not limited to, casino personnel files, financial records, or access to confidential documents generated by the Chitimacha Tribal Gaming Commission and/or the State may be subject to licensing and/or State certification requirements.

(K) Any person or entity who makes application to provide gaming or non-gaming supplies, services, or concessions to the gaming operation and is found to be unsuitable, and any person or entity who is found suitable, but who is later determined to be unsuitable, by the State shall not be eligible to provide supplies, services, or concessions of any kind, in any amount, to the Tribal gaming operation.

(L) (1) When analogous circumstances exist, all employment and contracts relative to the conduct of Class III gaming shall be established and maintained on a preferential basis. The first preference shall consist of members of federally recognized Indian Tribes located within the State. The second preference shall consist of persons and entities domiciled in the State. The third preference shall consist of all persons and entities that are not included within the first and second preferences.

(2) Nothing herein shall prohibit the Tribe to have the exclusive right to select a management company, including its principals, to assist in the management and operation of the gaming facilities and operation, subject to the licensing and certification requirements defined within this Compact.

SECTION 7: LICENSING AND CERTIFICATION PROCEDURES

(A) Prior to providing any functions or services, all persons and entities required to be licensed and/or certified pursuant to this Compact, shall be licensed by the Tribe and be certified by the State.

(1) Each applicant for a Tribal gaming license and for State certification shall submit the completed applications to the Tribe and to the State. Application for State certification shall be made on forms provided by the State. No Tribal license shall be issued until the applicant has obtained State certification, except as provided in Section 6:(G) and Section 7:(K) of this Compact. The issuance of a State certification is not an entitlement to the issuance of a Tribal license.

(2) Each completed State certification application shall be accompanied by the applicant's fingerprint card, current photograph, and the required fee. Each applicant shall produce such information, documentation, and assurances relative to their financial stability, integrity and responsibility, including, but not limited to, bank references, business and personal income, disbursement schedules, tax returns and other reports filed with governmental agencies, business and personal accounting documents, check records and ledgers, and any other records or documentation as may be deemed necessary by the State. Each applicant shall produce sufficient information to demonstrate, by clear and convincing evidence, the applicant's qualifications for the license requested.

(3) If the applicant is a business entity, then the persons subject to investigation shall include any officer, director, partner, and any stockholder owning, with his or her immediate family, in the aggregate, more than five percent (5%) of the stock of the entity. If any stockholder owning more than five percent (5%) of the stock of an applicant is a business entity, then the persons subject to investigation shall be determined in the same manner as set forth above. Notwithstanding any other provision herein, the State and/or the Tribe may require any person exercising significant authority or control over the company to establish his or her qualifications.

(B) After providing a completed application and the required fee for State certification, each applicant shall submit to a background investigation to ensure the applicant is qualified for State certification. Upon completion of the background investigation, the State shall issue the applicant a State certification or a written statement setting forth the grounds for denial. For

each applicant, the State shall provide the Tribe a copy of the State certification or the written statement of denial.

(C) (1) The State may revoke, suspend, or deny a State certification license for any reason it deems to be in the public interest. These reasons include, but are not limited to, when an applicant for or holder of State certification:

(a) Violates, or causes, aids, abets, or conspires with another to cause or attempt to cause any person to violate any of the laws, rules, or regulations of the State, or the provisions of any Compact.

(b) Has obtained any license or certification in any jurisdiction by fraud, misrepresentation, concealment, inadvertence, or mistake.

(c) In any jurisdiction, has plead guilty to, been convicted or forfeited bond on a charge or can be shown to have committed, any offense or unlawful action by whatever name, including but not limited to, forgery; larceny; theft; extortion; conspiracy to defraud; willful failure to make required payments or true reports to any Tribal, State, or federal agency; bribing or otherwise unlawfully influencing any Tribal, State, or federal official, employee, or member, or any crime involving any gaming activity, which at the time of the occurrence was punishable by more than one year imprisonment, including offenses originally classified as a felony offense.

(i) In the awarding or renewing of a State certification an offense shall not be considered as a basis of denial and/or revocation as otherwise required by the provisions of this Compact if the offense was a felony and ten (10) or more years have elapsed, or a misdemeanor and five (5) or more years have elapsed, between the successful completion or service of any sentence, deferred adjudication or period of probation or parole, and the date of application, and the offense did not involve gaming/gambling offenses, a crime of violence, a sex crime, or any other offenses for which a sentence was imposed of five (5) years or more; or

(d) Fails to provide information and documentation to reveal any fact material to certification, or the supplying of information which is untrue or makes a misrepresentation of a material fact to the Tribe and/or the State.

(e) Fails to prove by clear and convincing evidence their qualifications in accordance with the provisions of this Compact.

(f) Is subject to current prosecution, has pending charges, or a conviction which is under appeal, for any offense included in Section 7:(C)(1)(c) of this Compact. The State may defer decision upon the application during the pendency of such prosecution or appeal upon request of an applicant for or holder of State certification.

(g) Fails to maintain financial stability, integrity, or responsibility.

(h) Has had a Tribal license revoked, suspended, or denied.

(i) Has demonstrated a willful disregard for compliance with the gaming regulatory authority in any jurisdiction. The suspension, revocation, forfeiture of any license, certification, and other civil penalties may demonstrate a willful disregard for compliance.

(j) Has pursued or is pursuing economic gain in an occupational manner or context which is in violation of any criminal law, if the participation of such person in gaming or related activities may be inimical to the proper operation of any gaming or gaming related activity in the State. For the purposes of this Compact, occupational manner or context shall be defined as the systematic planning, administration, management, or execution of an activity for financial gain.

(k) Is a career offender, member of a career offender cartel, or is an associate of a career offender or career offender cartel when such association may be inimical to the proper operation of the authorized gambling or related activities in the State. For the purposes of this Compact, career offender shall be defined as any person who pursues economic gain in an occupational manner or context that violate any criminal

law. A career offender cartel shall be defined as any group of persons who operate together as career offenders.

(l) Has denied the Tribe or the State access to any place where activity required to be licensed under this Compact is being conducted, or has failed to produce for inspection or audit any book, record, document, or other item required by this Compact, or by any procedure, standard, rule, or regulation approved pursuant to this Compact.

(m) Fails to cooperate with either the Tribe or the State in any investigation to determine whether or not any violation of law or Compact has occurred.

(n) Has created or fostered an appearance of impropriety, by virtue of their present or past activities, criminal record, reputation, habits, or associations, or has otherwise engendered a situation which threatens the public interest in the integrity of gaming, the effectiveness of gaming regulation and control, or in fair and lawful practices, methods, and financial arrangements in gaming; or who has been identified in published reports of any Federal or State Legislative or Executive body as being a member or associate or organized crime or being of notorious or unsavory reputation.

(o) Fails to be current in filing all applicable tax returns, or fails to be current in the payment of all taxes, interest, and penalties, owed to the State, the Internal Revenue Service, or any other taxing authority, excluding items under formal appeal pursuant to applicable laws.

(p) Fails to notify the Tribe and the State of any significant change in the information submitted in an application for a Tribal license or State certification, or in a required report.

(2) For purposes of reviewing any application for a State Certification or Tribal license and for considering the revocation, suspension, or denial, or any State Certification, the State and the Tribe may consider any prior criminal conduct of the applicant or holder of certification, whether or not the provisions of LSA-R.S. 15:572 et seq., LSA-C.Cr.P. art. 893 et seq., LA CONST Art 4 § 5(E) or any similar provision of any other jurisdiction have been applied.

(D) Any applicant for or holder of State certification shall be entitled to a review of any action by the State which may result in revocation, suspension, or denial of State certification. Such review will be conducted in the following manner:

(1) If after a preliminary investigation, the Louisiana State Police Indian Casino Gaming Division ("Division") finds that an applicant for or holder of State certification does not meet or ceases to meet all of the criteria for certification, but is not clearly excluded from certification by those criteria, it shall give notice of its intention to deny, revoke or suspend certification to the applicant and the Tribal Gaming Commission and the matter shall then be referred to the Tribal Gaming Commission for further investigation. If, after investigation, the Tribal Gaming Commission recommends to the Division that the person or entity be certified, barring any new disqualifying information, the Division will then certify the applicant; otherwise, the Division will deny, revoke or suspend the person or entity.

(2) If after an investigation, the Division finds that an applicant for or holder of State certification does not meet or ceases to meet all of the criteria for certification and is clearly excluded from certification by those criteria, the Division shall give the applicant or holder written notice either by personal service or certified mail, of the action, order, or decision of the Division. If the applicant or holder wishes to have a review of the denial, suspension, or denial of certification, he/she shall within fifteen (15) calendar days of receipt of this notice (as evidenced by the return receipt for the Division's notice or an affidavit of service by the Division) file a written request for review with the following person:

Administrative Docket Clerk
Louisiana Gaming Control Board
224 Florida Street, Suite 202
Baton Rouge, Louisiana 70801

or such other person or address as may become applicable and indicated in the Division's notice

The review shall be conducted in the form of a hearing, by a Hearing Officer for the Louisiana Gaming Control Board. Any applicant or holder who fails to timely request a hearing accompanied by the deposit for costs of the hearing as hereinafter provided, shall be deemed to have waived their right to a review.

(a) The request for a review shall be accompanied by a certified check or money order in the amount of $100.00, to be applied to the costs of the court reporter, preparation of the record, and postage expenses in connection with the review. If these costs and expenses exceed $100.00, the applicant or holder shall bear the excess costs. Regardless of the ultimate outcome of the review process, the failure to pay any excess costs, within sixty (60) days of billings, will result in certification being withheld or withdrawn until payment is made. However, if these costs and expenses amount to $95.00 or less, the difference will be refunded to the applicant or holder.

(b) Following the hearing the hearing officer may either render a decision or take the matter under advisement. If the matter is taken under advisement, the hearing officer will make a decision, and give written reasons therefore, within thirty (30) days of receipt of the transcript of the hearing from the court reporter. The hearing officer may sustain, reverse, or modify an action, order, or decision of the Division.

(c) Either the applicant or holder, or the State, may appeal the decision of the Hearing Officer to the Louisiana Gaming Control Board. The Louisiana Gaming Control board may sustain, reverse, or modify an action, order, or decision of the Division, or the hearing officer, if it finds that the action of the Division or hearing officer was contrary to the facts in the record, or contrary to the provisions of this Compact, or arbitrary and capricious.

(d) Either the applicant or holder, or the State, may appeal the decision of the Louisiana Gaming Control Board to the Nineteenth Judicial District Court. This appeal shall be an appeal on the record only and shall not be a trial de novo. The District Court may reverse or modify an action, order, or decision of the Division, the hearing officer, and/or the Louisiana Gaming Control Board; it if finds, by clear and convincing evidence, based upon the record of the proceedings, that the action of the Division, Hearing Officer and/or the Louisiana Gaming Control Board was clearly contrary to the facts in the record or contrary to the provisions of this Compact, or arbitrary and capricious. The petition for appeal to the District Court shall be filed with the district

court within fifteen (15) days of receipt of the Board's decision by the applicant or holder (as evidenced by the return receipt for the notice of the decision or by affidavit of service by the Division), or the right to appeal shall be deemed to have been waived. All costs of appeal shall be paid by the applicant or holder regardless of the outcome of the appeal.

(3) Applicants and holders of State certification who were denied, suspended, or revoked prior to the effective date of this amended and extended Compact, and have not done so, shall have sixty (60) days from the effective date of this amended and extended Compact, to request a review of their denial, suspension or revocation as provided for in this section. Any such applicant or holder who fails to do so will be deemed to have conclusively waived their right to a review of the State's action.

(4) If during the existence of this Compact or any extension thereof, the means and procedures for appeals of denials, suspensions, and revocations of gaming licenses and permits in river boat gaming are substantially changed, by Louisiana Law or the Louisiana Gaming Control Board, either the State or the Tribe may request a meeting, within thirty (30) days of the change, to determine the necessity or desirability of changes to the means and procedures for reviews set forth herein.

(5) Nothing herein shall prevent the Tribe from invoking its disciplinary procedures and proceedings.

(6) Upon reasonable notice, the Tribe agrees to make any of the employees of the Tribal gaming operation available as witnesses, for the hearings provided for in this section, at no cost to the State.

(7) The jurisdiction of the Louisiana Gaming Board, for the limited purpose of hearing appeals pursuant to this section, shall in no way be interpreted as a vesting of any other form of jurisdiction or regulatory authority in that agency over the Tribe.

(E) The revocation, suspension, or denial, or any Tribal gaming license by the Tribe shall be in accordance with Tribal ordinances and regulations governing such actions, which shall not be less stringent than those contained in this Compact.

(F) Any Tribal license or State certification shall be effective for two (2) years

from date of issuance, unless suspended or revoked prior to that time. A licensed and certified person or entity that has applied for renewal prior to the expiration date may continue to serve under the expired license or certification until notice is received on the renewal application from the Tribe and the State. On the appropriate renewal forms, applicants for renewal of license or certification shall provide updated material as requested, which may include historical data already submitted to the Tribe and the State.

(G) The Tribe shall require all gaming employees to wear in plain view an identification card, which shall include the employee's name, photograph, identification number unique to the employee, a Tribal seal or signature, and a date of expiration.

(H) In an effort to ensure a qualified work force in all areas of Class III and other types of gaming authorized by the State, the final disposition of any administrative action concerning a Tribal license or State certification shall be forwarded to both the Tribe and the State, and shall be maintained as a part of their permanent licensing records.

(I) (1) The fees for State certification shall be as follows;

(a)	Gaming Employee - Initial Certification	$ 100.00
(b)	Gaming Employee - Renewal	$ 100.00
(c)	Management Companies Initial Certification	$5,000.00
(d)	Management Companies - Renewal	$5,000.00
(e)	Gaming Manufacturers and Suppliers - Initial Certification	$3,000.00
(f)	Gaming Manufacturers and Suppliers - Renewal	$1,000.00
(g)	Non-Gaming Manufacturers and Suppliers - Initial Certification	$1,000.00
(h)	Non-Gaming Manufacturers and Suppliers-Renewal	$ 500.00

(2) In the event that the actual cost incurred by the State exceeds the above fees, those costs will be assessed to the applicants during the investigation process and the State shall notify the applicant and the Tribe. No investigation shall proceed without prior written approval from the party responsible for the payment of fees. Payment in full to the State will be required prior to the issuance of State certification. All fees are non-refundable. The fees for State certification may be revised upon the concurrence of the Tribe and the State. The right to object to such concurrence is subject to a prescriptive period of thirty (30) days.

(J) The fees for all Tribal licenses shall be established and maintained by the Tribe.

(K) Ten (10) days after the receipt, by the State, of a completed application and fee, the Tribe may request the State to issue a temporary certification to an applicant. Unless the initial background investigation discloses that the applicant has a criminal history or other grounds sufficient to disqualify the applicant pursuant to this Compact, such temporary certification shall be issued. The Tribe may issue an applicant a temporary license after the applicant has obtained a temporary certification from the State. The temporary certification shall become absolutely null and void upon the issuance of a State certification or upon the issuance of a denial of State certification.

(1) An Emergency Temporary Certification may be granted, immediately, when circumstances or events arise which endanger the health, safety or welfare of the public, or employees of the Tribal gaming operation; or in the event of a natural disaster necessitating immediate repairs to protect human life/health and/or the structural integrity of the Tribal gaming facilities or operation; or to avoid a material disruption in the gaming operation. An Emergency Temporary State certification may, by mutual agreement of the Tribe and the State, be granted to such persons, businesses, or other entities as may be necessary to make the required repairs or provide the services required for the protection of life/health and property; provided a completed application and appropriate fees are provided to the State within ten (10) days of the issuance of the Emergency Temporary State Certification. The Emergency Temporary State Certification shall become absolutely null and void upon the issuance of a State Certification or upon the issuance of a denial of State Certification.

(L) The Tribe may summarily suspend any Tribal license and the State may

summarily suspend any State certification when a person or entity violates this Compact, or constitutes an immediate threat to the public health, safety, or welfare by means of corrupt, incompetent, dishonest or illegal practices.

(M) A State certification is only valid for the applicant and cannot be transferred to any other person or entity. Any significant change in the information submitted by an applicant on the application for State certification shall be filed with the State within ten (10) days of the change. For the purposes of this Compact, a significant change includes, but is not limited to, any change in the personal data submitted by an applicant in an application for State certification and/or any change in the officers, directors, managers, proprietors, or persons having a direct or indirect financial interest in any certified entity.

SECTION 8: TRIBAL ENFORCEMENT OF TRIBAL-STATE COMPACT

(A) The Tribe shall maintain a Tribal Gaming Commission which shall have the primary responsibility for the on-site regulation, control, and security of the gaming facilities and operation authorized by this Compact. As part of its duties, the Tribal Gaming Commission shall exercise the primary administrative enforcement in the gaming facilities and operation, and shall provide for and insure that the following functions are performed:

(1) The physical safety of patrons in the gaming facilities and operation.

(2) The physical safety of personnel employed by the gaming facilities and operation.

(3) The physical safeguarding of assets transported to and from the gaming facilities and cashier's cage department.

(4) Protection of the gaming facilities and operation from illegal activity.

(5) Identifying all people and entities that may be involved in illegal activity for the purpose of notifying the Tribe and the State.

(6) The recording of all unusual occurrences within the gaming facilities and operation in accordance with procedures to be established by the Tribe, which adequately provide for permanent recordation sufficient to appropriately document any such occurrences, including, but not limited to:

(a) a sequential number;

(b) the date;

(c) the time;

(d) the nature of the incident;

(e) the persons or entities involved in the incident; and

(f) the security or Tribal Gaming Commission employee assigned.

(B) The Tribal Gaming Commission shall employ duly qualified Compliance Officers who shall be independent of the gaming facilities and operation as well as the management company, and shall be supervised by and be accountable to the Tribal Gaming Commission. These Compliance Officers shall provide oversight to the services of the management company and other service entities. These Compliance Officers shall report to the Tribal Gaming Commission regarding any failure by the Tribal gaming facilities or operation to comply with any provision of this Compact, or with any applicable laws, ordinances, or regulations. Compliance Officers shall receive consumer complaints within the gaming facilities and operation, and shall assist in seeking voluntary resolution of such complaints. The Tribal Gaming Commission shall investigate any report of a failure to comply with any provision of this Compact, or with any applicable laws, ordinances, or regulations. The Tribal Gaming Commission may direct the terms and conditions of compliance to the Tribal gaming facilities and operation. Compliance Officers and other Tribal Gaming Commission employees shall be required to obtain a Tribal license.

(C) A Compliance Officer shall be present in the gaming facilities and operation during all hours of operation, and shall have immediate access to all areas of the gaming facilities and operation for the purpose of ensuring compliance with the provisions of this Compact and Tribal ordinances. Any violation of this Compact or Tribal ordinances by the Tribal gaming facilities or operation, gaming employee, or any other person, shall be reported immediately to the Tribal Gaming Commission and shall be forwarded to the State as soon as reasonably practicable thereafter, but in no case in more than seven (7) days. In matters involving suspected criminal activities, the State shall be afforded immediate and effective notification.

(D) The Tribal Gaming Commission shall investigate any reported violation of

this Compact, and shall require the Tribal gaming operation to correct the violation upon such terms and conditions as directed by the Tribal Gaming Commission. The Tribal Gaming Commission shall be empowered by Tribal ordinance to impose fines and other sanctions against any licensee, employee, or any other person or entity directly or indirectly involved in or benefitting from the gaming facilities or operation.

(E) Upon completion, the Tribal Gaming Commission shall forward copies of all investigation reports and final dispositions to the State. If requested by the Tribal Gaming Commission, the State may assist in any administrative investigation initiated by the Tribal Gaming Commission, and may provide other requested services to ensure compliance with this Compact, as well as with Tribal ordinances and laws.

(F) Not less than quarterly, the Tribe and the State shall meet to examine and to evaluate the regulation of gaming activities conducted pursuant to this Compact.

(G) Within the authority granted in this Compact, and consistent with the notice provisions contained herein, nothing herein shall prevent the State from initiating and conducting independent investigations and enforcement actions on Appendix A land nor shall this Compact limit the jurisdiction of the State on lands outside Appendix A and B.

SECTION 9: STATE ENFORCEMENT OF TRIBAL-STATE COMPACT

(A) The State shall have all necessary power and authority to monitor the Tribal gaming facilities and operation, and shall have free and unrestricted access to the entire tract of land upon which the gaming facilities an operation are located, a described in Appendix A of this Compact, and to all building and improvements thereon during operating hours, and without giving prior notice. The State shall conduct its monitoring in such a manner as to have minimal impact on the gaming patrons.

(B) The State shall have the authority to review and copy all records of the Tribal gaming facilities and operation, management company, financiers, a well as the manufacturers or suppliers of gaming services, supplies, and equipment during normal business hours. Any copy or information derived therefrom shall be deemed confidential, and shall be the proprietary financial information of the Tribe. The State shall give written notice to the Tribe of any request for disclosure of such information, and shall not disclose such information until the Tribe has had a reasonable opportunity to challenge the

request, pursuant to the provisions of Section 14:(E) et seq. of this Compact, or seek judicial relief. This public disclosure prohibition shall not apply to evidence used in any proceeding authorized by this Compact.

(C) The State may investigate any reported or suspected violation of any criminal law or this Compact. The State may utilize any information obtained from any investigation or inspection for the purpose of denying, suspending, or revoking a State certification, or in any criminal proceeding.

(D) Upon completion, the State shall forward copies of all investigative reports and final dispositions to the Tribal Gaming Commission. In regards to criminal investigations, the State shall give immediate and effective notice to the Chairman of the Tribal Gaming Commission of information pertaining to any suspected criminal activity at or within the gaming operation and with respect to investigations initiated on the basis of information provided by the Tribe, periodic updates with regard to the status thereto. This notification provision shall not be required in those circumstances wherein such notification would reasonably be expected to compromise an ongoing investigation, in which case such notification shall be given to a designated Tribal official satisfactory to both parties. At the conclusion of the investigation and resulting prosecution, if any, the State shall provide copies of the completed investigation file to the Tribal Gaming Commission. Nothing in this subsection shall prohibit the State and the Tribe from sharing any information deemed to be in the best interest of the parties involved, at any time.

(E) For purposes of the requirements established at Sections 5(C) and 9(D) of this Compact identifying an appropriate official to receive notification of certain criminal investigative information, the Tribe and State shall, within fifteen (15) days of the execution of this Compact, designate such an appropriate official, as well as a secondary designee in the case that notification to the primary designee would reasonably be expected to compromise the involved investigation. Within ten (10) working days of receipt of such designation, the Tribe and the State shall notify the other of its agreement or disagreement to same. In case of a disagreement, an alternative designation shall be provided until a satisfactory designation is achieved. All designees pursuant to this procedure shall utilize their best efforts to maintain the confidentiality of the information received.

(F) If any individual, device, or equipment violates or does not conform with the provisions of this Compact, the Tribal Gaming Commission may, upon request of authorized State representatives, or upon its own initiative, direct the immediate removal of any such individual, device, or equipment from the

gaming area. Once removed, the individual, device, or equipment may not be returned to gaming use until the State and the Tribal Gaming Commission shall mutually agree that such return is appropriate and does not pose any risk of unfair or defective gaming activity. If, after consultation, the Tribe and the State disagree in regard to the initial removal or return of any such individual, device, or equipment, then, in regard to individuals, he/she may not participate in gaming activities until the disagreement is resolved pursuant to Section 14(E). In regard to gaming devices or equipment, such may not be returned to gaming use until an external testing lab shall certify that the subject device or equipment has been tested and is certified for gaming in conformity with all applicable laws and regulations and the provisions of the Compact.

(G) Notwithstanding any other law to the contrary, the State may enter into intelligence sharing, reciprocal use, or restricted use agreements with the enforcement or regulatory agencies of the federal government, States, or other jurisdictions.

(H) Nothing herein shall prevent the Tribe from initiating and conducting independent investigations and enforcement actions.

SECTION 10: OPERATION AND MANAGEMENT REGULATIONS

(A) All Class III gaming shall be conducted in such a manner that ensures, to the maximum extent practicable, that it is secure, honest, and that the interests of the Tribe, the State, and the public are protected at all times. The State shall fully cooperate with and assist the Tribe in meeting its obligations in this regard.

(1) All facilities that are used in the operation of Class III gaming shall be designed and constructed in such a manner as to preserve and to protect the health and safety of the public and the environment. All such facilities shall comply with the standards and procedures established by or generally or customarily utilized in the State in its building and fire codes, even though those standards do not otherwise apply to facilities built or owned by the Tribe on its Indian lands. In the event the National Indian Gaming Commission or other federal agency promulgates rules and regulations regarding health, safety, building and fire codes, the more stringent of the State or federal provisions shall apply.

(2) The Tribe shall comply with all applicable State and federal law

governing the purchase, sale, and serving of alcoholic beverages in any gaming facility. Nothing herein shall be deemed to give any authority, licensing or otherwise, to the Parish or the State with respect to such purchase, sale, or serving. No person who is visibly intoxicated shall be permitted to participate in any gaming activity.

(3) (a) No person who is a minor under the age of twenty-one (21) shall participate in any gaming activity. If any such minor does participate in any gaming activity and otherwise qualifies for a prize or winnings, then the prize or winnings shall not be awarded or paid, and the estimated amount wagered during the course of the game shall be forfeited.

(b) In the event that the State amends the Louisiana Riverboat Economic Development and Gaming Control Act or the Louisiana Economic Development and Gaming Corporation Act or any other governing state law governing casino gaming to allow gaming by persons under the age of twenty-one (21), then the age limitations in Section 10:(A)(3)(a) of this Compact shall, at the discretion of the Tribe, be considered amended to the age authorized by the State.

(4) (a) The Tribe shall maintain comprehensive general liability and workers' compensation insurance from any admitted or authorized insurer subject to direct action under Louisiana law. Such policies shall maintain ample liability and property loss coverage to protect against any foreseeable loss or risk. Such insurance policies shall not be on a claims-made basis. The coverage for such loss or risk shall be the greater of $4,000,000 or twice the insurable risk of the insured.

(b) The Tribe shall maintain for inspection by the State, evidence of continuous coverage upon the issuance, amendment, or renewal of each such policy.

(c) The gaming management company and all other entities contracting with the Tribe shall maintain such policies of comprehensive general liability and workers' compensation insurance as required by State law, and shall maintain proof of such continuous coverage.

(d) Each such policy of insurance shall contain, or be deemed to contain, an exclusion that the insurer or the insured shall not

be entitled to make any claim of sovereign immunity in defense of liability, but shall be liable, including court costs and attorneys' fees incurred by the State, for its insured, as though the insured were a Louisiana domiciliary, as well as a provision requiring immediate notice to the State and the Tribe of any change in coverage or default or delay in payment of premium or other occurrence which threatens the continuity or amount of coverage.

(5) All Class III gaming authorized by this Compact shall be on a cash or casino credit basis. The Tribe may cash checks and may install bank card and credit card facilities in the same manner as allowed at retail businesses in the State.

(6) The Tribe shall continue to maintain reasonable procedures for the disposition of tort claims arising from alleged injuries to patrons of its gaming facilities and operation. The Tribe shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by virtue of any provision of this Compact, but may adopt a remedial system analogous to that available for similar claims arising against the State.

(B) The Tribe shall adopt detailed regulations to govern the facilities and operation and management of the gaming facilities and operation. 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. Such regulations shall be at least as stringent as those required by the IGRA and all other applicable laws, rules and regulations of the National Indian Gaming Commission and the federal government. Copies of such regulations shall be provided to the State.

(C) (1) The Tribe may offer the following Class III games:

(a) Any Class III electronic game of chance.

(b) The banking card game commonly known as "21" or "Blackjack".

(c) The game commonly known as "Roulette".

(d) The game commonly known as "Craps".

(e) The game commonly known as "Poker".

(f) The games commonly known as "Baccarat" and "Mini-Baccarat".

(g) The game commonly known as "Keno".

(h) Any other authorized Class III game offered or conducted pursuant to this Tribal-State Compact.

(i) In the event that any other Class III game can be offered or conducted by any other gaming entity in the State, then this Compact shall be considered amended to grant to the Tribe the right to offer and conduct such Class III game. The fact that any Class III game is not actually being conducted in the State shall not, in any way, restrict the Tribe's right to offer and conduct any games otherwise permissible pursuant to the IGRA.

(j) Any Class III game which cannot at the time be offered or conducted by any other gaming entity in the State, the play of which has received the concurrence of the Indian Gaming Division.

(2) Prior to the commencement of each Class III game listed in Section 10 (C) (1) (a) thru (i) above, the Tribe shall adopt standards and rules of each game, which shall be substantially similar to those practiced in Louisiana, including wagering or play. The State and Tribal Gaming Commission shall review all standards and rules for games to ensure that they do not fundamentally alter the nature of the game, and to ensure the games will be conducted fairly, honestly, and with integrity. Initial standards and rules of each game shall be made an Appendix to this Compact. Any dispute in regard to this subsection shall be resolved pursuant to the provisions of Section 14(E) of this Compact.

(3) Prior to the commencement of each Class III game pursuant to Section 10(A)(1)(j) above, the concurrence of the Indian Gaming Division to the standards and rules of each such game shall be required. The time period for such concurrence shall be as otherwise applicable to the approval of games for river boats in the State of Louisiana.

(4) The standards and rules of each game and odds paid to winning bets shall be visibly displayed or available in pamphlet form in the gaming facilities and operation.

(D) The Tribe shall maintain procedures pursuant to the following requirements. All such procedures in Section (D)(1), (3), (4), (5) and (7) shall be conducted in conformity with the National Indian Gaming Commission's Minimum Internal Control Standards and shall be made an Appendix to this Compact, and may be revised by the Tribe. Such procedures shall include, but are not limited to, the following:

(1) A surveillance log recording all surveillance activities and a security log recording the employee assignments of the Tribal Gaming Commission or security department shall be maintained in the monitoring room of the gaming facilities. These logs shall be available for inspection by the State.

(2) The Tribal Gaming Commission shall maintain a list of persons barred from the gaming facilities and operation, who because of their criminal history or association with a career offender or a career offender organization, threaten the integrity of the gaming activities, or the health, safety, or welfare of the public. This list shall be provided to the State.

(3) Not less than annually, the Tribal gaming facilities and operation shall be audited 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. The internal accounting and audit procedures shall become an Appendix to this Compact.

(4) A closed circuit television system shall be maintained in the gaming facilities and operation in accordance with the procedures set forth in an Appendix to this Compact.

(5) A cashier's cage shall be maintained in the gaming facilities and operation in accordance with the procedures set forth in an Appendix to this Compact.

(6) Minimum requirements for supervisory staffing for each table and gaming pit operated in the gaming facilities shall be maintained in accordance with the procedures set forth in an Appendix to this Compact.

(7) Cash control management procedures shall be maintained in accordance with the procedures set forth in an Appendix to this Compact, which shall be adopted in connection with a certified public accounting firm with experience in cash control management procedures. These cash control management procedures shall safeguard monies, receipts, and other assets from skimming, money laundering, embezzlement, and other criminal activities.

(8) To ensure the continued integrity of the Tribal gaming facilities and operation, no structural modification, or movement of any gaming structure or fixture of any kind, including movement of equipment and/or gaming devices within the gaming related areas shall be made without the consent of the Tribal Gaming Commission, and prior notice to the State.

(E) The Tribe shall continue to provide for the exclusive use by the State and for the use by the employees of the Department of Public Safety and Corrections adequate and reasonably furnished office space, adequate parking spaces, and adequate equipment to perform the duties set forth in this Compact. The facilities and items provided shall be of a like and kind as provided by the Tribe during the original Compact term.

SECTION 11: REIMBURSEMENT OF ACTUAL EXPENSES INCURRED

(A) The Tribe shall reimburse the State for all expenses actually incurred by the State in carrying out its obligations pursuant to this Compact. Reimbursement shall be made for monitoring, investigative, intelligence, processing and safety costs. Reimbursement shall be made for actual expenses incurred less the amount of State certification fees received.

(B) The Department of Public Safety and Corrections shall prepare and submit to the Tribe by May 1 of each year a proposed detailed budget for the fiscal year commencing July 1. Concurrence to this budget may be granted in writing, and shall be granted automatically on June 1 unless written notice of disagreement is provided.

(C) The Department of Public Safety and Corrections shall submit a detailed statement of actual expenses incurred on a quarterly basis to the Tribal Gaming Commission. The Tribe shall reimburse the Department of Public Safety and Corrections within thirty (30) days after the receipt of the statement of expense. The Department of Public Safety and Corrections shall not exceed the annual approved budget in expenses without the prior written

approval of the Tribe, which shall not be unreasonably withheld.

(D) In the event that a dispute arises from the application of Section 11 of this Compact, the Tribe and the State shall meet within ten (10) days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(E) et seq. of this Compact.

SECTION 12: REVENUES

(A) The gross proceeds of all Class III gaming activities, less the amount awarded in prizes and winnings, shall be segregated from other revenue of the Tribe and shall be placed in a separate account and shall be separately accounted for until such time as all related expenses have been paid. Such funds may then be commingled with other funds of the Tribe on a monthly basis. Separate records of the gross proceeds of all Class III gaming activities shall be maintained for at least six (6) years by the Tribe.

(B) (1) For the purposes of Section 12 of this Compact, "net revenues" shall mean gross revenues of an Indian gaming activity less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees.

(2) Pursuant to the IGRA, net revenues from the conduct of Class III gaming shall not be used for purposes other than:

(a) To fund Tribal government operations and programs.

(b) To provide for the general welfare of the Tribe and its members.

(c) To promote Tribal economic development.

(d) To donate to charitable organizations.

(e) To help fund operations of local governmental agencies.

(f) Any other purpose authorized by the IGRA.

SECTION 13: AMENDMENT AND REVISION

(A) This Compact may be amended only through a written instrument that is

signed by the Tribal Chairman of the Chitimacha Tribe of Louisiana and the Governor of the State of Louisiana, and that is approved by the Secretary of the Interior of the United States of America. Written notice for amendment shall be provided, which will state the reasons for the request, identify the proposed amendments, and request concurrence for the amendments. Concurrence must be granted in writing. Unless a written notice of concurrence is provided within thirty (30) days, the Tribe and the State shall be deemed to disagree on the proposed amendments. When disagreement has been deemed or upon a notice of disagreement, the Tribe and the State shall meet within ten (10) days to resolve the differences in good faith. If the differences are not resolved, then the matter shall be resolved pursuant to Section 14:(C) only of this Compact.

(B) Notwithstanding the provisions of Section 13(A) above, the procedures, standards, rules, and regulations set forth in Section 10 or any appendix of this Compact may be revised by the Tribe. Timely notice of revisions shall be provided to the State. If the State disagrees with any revision, the provisions of Section 14(E) below shall be followed in regard thereto.

SECTION 14: DISPUTE RESOLUTION

(A) In the event a dispute arises from the gaming operation refusing to award an alleged prize or pay an alleged winning to a patron, the dispute is not resolved to the satisfaction of the patron, and the dispute involves an alleged prize or winning with a value of $500 or less, then:

(1) Prior to the patron leaving the site of the dispute, the gaming operation shall immediately notify a Compliance Officer. The Compliance Officer shall investigate the dispute at the site and time of its occurrence, and determine how much, if any, of the prize is to be awarded or the winning is to be paid.

(2) In the event that the dispute is not resolved to the satisfaction of the patron, then the Compliance Officer shall immediately notify the Tribal Gaming Commission and the patron may pursue the matter in the following sequential manner:

(a) investigation and determination by the Tribal Gaming Commission as provided in Section 14:(B) of this Compact.

(b) mediation as provided in Section 14:(C) of this Compact.

(c) Upon completion of the mediation in Section 14:(C) of this Compact, and if the dispute is not resolved to the satisfaction of a party, then that party may seek their remedy through a legal action or proceeding. Exclusive venue for any action or proceeding in which the State is a party shall be in the 19th Judicial District Court. The exclusive procedure for resolution against the Tribe shall be as set forth in Section 14(E)(3). Upon a final judgment of such an action or proceeding, the losing party shall pay all costs, including attorney's fees, to the prevailing party.

(B) In the event a dispute arises from the gaming operation refusing to award an alleged prize or pay an alleged winning to a patron, the dispute is not resolved to the satisfaction of the patron, and the dispute involves an alleged prize or winning with a value of $500 or more, then:

(1) The gaming operation shall immediately notify the Tribal Gaming Commission. The Tribal Gaming Commission shall investigate the dispute and determine how much, if any, of the prize is to be awarded or the winning is to be paid, and shall provide written notification to the patron of their determination within thirty (30) days from the date of the dispute.

(2) In the event that the dispute is not resolved to the satisfaction of the patron, then the patron may pursue the matter in the following sequential manner;

(a) mediation as provided in Section 14:(C) of this Compact.

(b) Upon completion of the mediation in Section 14:(C) of this Compact, and if the dispute is not resolved to the satisfaction of a party, then that party may seek their remedy through a legal action or proceeding. Exclusive venue for any action or proceeding in which the State is a party shall be in the 19th Judicial District Court. The exclusive procedure for resolution against the Tribe shall be as set forth in Section 14(E)(3). Upon a final judgment of such an action or proceeding, the losing party shall pay all costs, including attorney's fees, to the prevailing party.

(C) The Commercial Mediation Rules of the American Arbitration Association, as appropriate, shall be utilized to resolve disputes arising from the conduct of Class III gaming, and in instances specified in this Compact. The

Commercial Mediation Rules of the American Arbitration Association shall be made an Appendix to this Compact.

(D) Notwithstanding any other provision to the contrary, the parties involved in a dispute arising from the conduct of Class III gaming may, by mutual consent, agree and submit to any alternative method of dispute resolution.

(E) In the event a disagreement or dispute arises between the Tribe and the State or their respective authorized designees, that cannot be resolved by informal means, then:

(1) The party asserting or alleging the dispute shall notify the other party within ten (10) days. At that point, a period of negotiation shall commence. A preliminary meeting among authorized representatives shall then be held within ten (10) days of the notice commencing the action. At this preliminary meeting, a reasonable good faith attempt shall be made to resolve the dispute. Additional meetings may be held at the discretion of the parties. If the matter has not been resolved within forty-five (45) days from commencement, the parties may jointly agree to extend the period of negotiations or the matter shall be certified as a continuing dispute and be subject to the procedures set forth in Section 14:(E)(2) below. If resolution of the matter requires that the Compact be amended, then the procedures set forth in Section 13 of the Compact shall be followed.

(2) In the event that the dispute cannot be resolved during the period of negotiation, then the parties shall agree to immediately submit to a mediation process which shall be governed by the Commercial Mediation Rules of the American Arbitration Association.

(3) If upon completion of the mediation process as described in the proceeding Section 14:(E)(2), the dispute is not resolved to the satisfaction of a party, then the aggrieved party shall, within fifteen days from the conclusion of the mediation process, provide a written notice of disagreement. The person(s) who served as the mediator in the process shall prepare a summary report identifying the subject(s) of the disagreement between parties. This summary shall constitute the scope of the issues which, both parties agree, shall then be submitted to a formal binding arbitration process governed by the Rules of the American Arbitration Association. This process shall be as follows:

(a) The parties shall agree upon one arbitrator.

(b) If the parties are unable to so agree, the Tribe and the State shall each select one arbitrator, who thereafter shall select a third arbitrator with expertise in the subject matter of the dispute, and the three arbitrators so selected shall arbitrate the dispute. In the event the two arbitrators selected by the parties are unable to agree on a third arbitrator, the third arbitrator shall be appointed by the American Arbitration Association.

(c) The arbitrators shall meet with the parties immediately after their appointment to determine a schedule for arbitration, including whether, and to what extent, discovery is required. The arbitrators may set the matter for an evidentiary hearing or oral arguments, or may deem to dispose of the dispute based upon written submissions only. If an evidentiary hearing is held, the normal rules of evidence shall be relaxed pursuant to the arbitrators' discretion. All parties shall have the right to participate in the hearing and may determine the most effective and efficient method for the presentation of their case. The parties may present evidence through live testimony, written reports and affidavits, or at argument by any person of their choice at proceedings before the arbitrators, irrespective of whether the representative is an attorney.

(d) Cost of arbitration shall be borne equally by the parties. All parties shall bear their own costs and attorney fees associated with their participation in arbitration. The decision of the arbitrators shall be final and non-reviewable.

(e) Nothing in this provision shall, if jurisdiction is established, restrict or prevent the Tribe or the State from seeking Judicial relief in the federal court system, from an adverse ruling.

SECTION 15: EFFECTIVE DATE AND DURATION:

(A) This Compact shall become effective and binding upon the Tribe and the State as hereby amended and extended upon the publication in the Federal Register of notice of approval by the Secretary of the Interior of the United States of America.

(B) This amended and extended Compact shall expire seven (7) years after it becomes binding upon the Tribe and the State, unless terminated sooner under the provisions thereof.

(C) This amended and extended Compact shall automatically be extended for terms of seven (7) years, unless the Tribe or the State provides written notice of non-renewal not less than 180 days prior to the expiration of the original term of this Compact or any extension thereof.

(D) In the event that written notice of non-renewal is provided to the Tribe or the State, then the Tribe may request the State to commence good faith negotiations for a successor Compact, as provided in the IGRA.

(E) Anything in this section to the contrary notwithstanding, in the event that the State is authorized to enter into a Compact for a period beyond seven (7) years, then the term of this Compact shall be subject to re-negotiation in regard to an extended term.

(F) Pending this Compact's approval and formal publication by the Secretary of Interior of the United States, the State and Tribe agree that, with the exception of Section 12(C), the terms and provisions of the original Compact shall continue in effect.

SECTION 16: NOTICES

All notices required or authorized by this Compact shall be served by certified or private postal services which require a signature for receipt. All such notices shall be provided to the Tribe and the State at the following addresses:

(A) Tribal Chairman
Chitimacha Tribe of Louisiana
Post Office Box 661
Charenton, Louisiana 70523

(B) Governor
State of Louisiana
Post Office Box 94004
Baton Rouge, Louisiana 70804

(C) Indian Gaming Enforcement Unit
Department of Public Safety and Corrections
Post Office Box 66614
Baton Rouge, Louisiana 70896

SECTION 17: EXECUTION

IN WITNESS WHEREOF, as duly authorized representatives of the Chitimacha Tribe of Louisiana and the State of Louisiana, we have hereunto set our hands officially and caused to be affixed the Great Seals of the Chitimacha Tribe of Louisiana and the State of Louisiana.

THE CHITIMACHA TRIBE OF LOUISIANA

BY: ALTON D. LeBLANC, JR.
CHAIRMAN

DATE Mar. 6, 2001

THE STATE OF LOUISIANA

BY: M.J. "MIKE" FOSTER, JR.
GOVERNOR

DATE: March 5, 2001

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR

BY: James H. McDivitt
James H. McDivitt
Deputy Assistant Secretary - Indian Affairs
(Management)

DATE: 4/6/01

SOVEREIGN NATION OF THE CHITIMACHA

Tribal Gaming Commission

61704-15

June 11, 2004

George Skibene, Director
Bureau of Indian Affairs
Mail Stop 2070 - Main Interior Building
1849 C Street NW
Washington, DC 20240

Re: Chitimacha Tribe of Louisiana Tribal-State Compact - Addition to Appendix C: Technical Rules and Standards of the Game Amendment

Dear Mr. Skibene:

Attached hereto please find a copy of Appendix C of the Tribal-State Compact between the Chitimacha Tribe of Louisiana and the State of Louisiana. Chapters 21 and 22, specifically Card Counting Regulations and Regulations for the Conduct of the Game of Fortune Pai Gow Poker, have been approved and adopted by the Chitimacha Gaming Commission ("Commission") for inclusion in the Commission's Class III Gaming Regulations. In order to keep your records current, the Commission forwards same to you for your inclusion in Appendix C of our approved Tribal-State Compact.

As always, thank you for your time and attention to this matter.

Sincerely,

Robert J. Carroll

Robert J. Carroll, Esq.
Chairman, Chitimacha Gaming Commission

:bsm
Attachments

cc Elaine Trimble, National Indian Gaming Commission
James Smith, Assistant Attorney General, Louisiana Department of Justice, Gaming Division
Lt. Bobby Guidroz, Supervisor, Louisiana State Police, Indian Gaming Division
Alton D. LeBlanc, Chairman, Chitimacha Tribe of Louisiana
Tribal Council Members
Thomas R. Odisho, General Manager, Cypress Bayou Casino
Chitimacha Tribal Gaming Commissioners

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P.O. Box 512 Charenton, LA 70523-0512 (337) 923-9119 FAX 923-6139

APPENDIX C

CHITIMACHA TRIBE OF LOUISIANA
TECHNICAL RULES AND STANDARDS OF THE GAME

Pursuant to Section 10 (C) (2) of the Tribal-State Compact, the Technical Standards and Rules of Games are described in Chapters 10 through 20 of the Chitimacha Gaming Commission's Gaming Regulations and are entitled as follows:

Chapter	Title
10	General Rules for Table Games
11	Table Games Equipment
12	Regulations for the Conduct of the Game of Blackjack
13	Regulations for the Conduct of the Game of Roulette
14	Regulations for the Operation of Big Wheel
15	Regulations for the Conduct of the Game of Craps
16	Regulations for the Conduct of the Game of Let It Ride Poker / Let It Ride Poker Bonus
17	Regulations for the Conduct of the Game of Caribbean Stud Poker
18	Regulations for the Conduct of the Game of Caribbean Draw Poker
19	Regulations for the Conduct of the Game of Three Card Poker
20	Regulations for the Conduct of the Game of Progressive Blackjack
21	Card Counting Regulations
22	Regulations for the Conduct of the Game of Fortune Pai Gow Poker

CHAPTER 21 - CARD COUNTING REGULATIONS

SECTION 21.1 STATEMENT OF POLICY

The Cypress Bayou Casino is a business enterprise of the Chitimacha Tribe of Louisiana. It is established as a vehicle for the economic growth of the Tribe. The revenues generated by the Cypress Bayou Casino must be used for the beneficial purposes identified at Section 2710(b)(2)(B) of the Indian Gaming Regulatory Act. As such, it is essential that the games offered at the Casino be played according to rules that preserve, as far as practicable, the economic viability of the enterprise. It is the declared finding of the Chitimacha Gaming Commission that card counters threaten that economic viability. These regulations are therefore promulgated in furtherance of this finding and these policies.

SECTION 21.2 IDENTIFICATION OF CARD COUNTERS

(a) For purposes of these regulations, the term, "card counter" shall mean a person or persons who utilize techniques, with or without external aids, that permit them to keep track of the playing cards as they are dealt and adjust their betting patterns when the odds are in their favor. Card counters shall include not only the person or persons actually playing the game at the table, but, as well, any person(s) assisting a person(s) at a table in card counting activities.

(b) The Casino shall have the authority to identify card counters and to respond to card counters in accordance with the procedures contained in these regulations.

SECTION 21.3 REMOVAL AND EJECTION OF CARD COUNTERS

(a) The Casino is authorized, at its discretion, to engage in the removal of card counters. For purposes of these regulations, a "removal" shall consist of a termination of the card counter's ability to continue to play the game of Blackjack either at the table at which the card counter is identified or at any Blackjack table in the Casino. A card counter removed in accordance with these regulations may by permitted to engage in any game other than Blackjack or any variation thereof. A person removed as a card counter may be prevented by the Casino from being permitted to play Blackjack in the Casino in the future.

(b) The Casino is authorized, at its discretion, to engage in the ejection of card counters. For purposes of these regulations, an "ejection" shall consist of the expulsion of the card counter from the Casino facility and appurtenant property. A person ejected as a card counter may be prevented by the Casino from being permitted to play Blackjack or any variation thereof in the Casino in the future or may be prevented from entering the Casino facility in

the future.

SECTION 21.4 USE OF ANTI-COUNTING PROCEDURES

Upon identification of a card counter, should the Casino, in its discretion, choose not to remove or eject that card counter, it may revise its dealing procedures as described in this Section.

(a) A reshuffle of the cards in the shoe shall take place after the cutting card is reached in the shoe as provided for in Section 12.6 except that:

(1) The Casino licensee may determine after each round of play that the cards should be reshuffled;

(2) When the "Bart Carter Shuffle" is utilized, a reshuffle shall take place after the cards in the discard rack exceed approximately one deck in number.

(b) For purposes of this Section, a "Bart Carter Shuffle" shall mean the shuffling procedure in which approximately one deck of cards is shuffled after being dealt, segregated into separate stacks and each stack is inserted into pre-marked locations within the remaining decks contained in the dealing shoe.

(c) In addition to the anti-counting procedures described in sub-section (a) herein, the Casino may, with the prior approval of the Commission, implement such other procedures as it deems necessary and appropriate.

CHAPTER 22 - REGULATIONS FOR THE CONDUCT OF THE GAME OF FORTUNE PAI GOW POKER

SECTION 22.1 DEFINITIONS

(a) "Envy Bonus Bet" - A supplemental wager of $5 or more placed on the designated portion of the layout.

(b) "Bonus Bet" - A supplemental wager of $1 to $4 placed on the designated portion of the layout.

(c) "Royal Match" - The King and Queen in suit.

SECTION 22.2 CARDS, NUMBER OF DECKS, VALUE OF CARDS

(a) Fortune Pai Gow Poker shall be played with one deck of fifty-two (52) cards, plus one (1) joker, for a total of fifty-three (53) cards, with the backs of the same color and design.

(b) An automated card shuffling device will be used, with two decks of cards to play the game, provided that:

(1) Each deck of cards complies with the requirements of (a) above;

(2) The backs of the cards in the two decks are of different color;

(3) One deck is being shuffled by the automated card shuffling device while the other deck is being dealt or used to play the game;

(4) Both decks are continuously alternated in and out of play, with each deck being used for every other round of play; and

(5) The cards from only one deck shall be placed in the discard rack at any given time.

(c) The value of the cards contained in each deck will be of traditional poker value, with the exception of the Joker, and the ranking of the hands will be as follows, with no suit ranked higher.

1 7-card Straight flush w/no Joker
2 Royal Flush Plus Royal Match
3 7-card Straight Flush w/Joker
4 Five Aces
5 Royal Flush

6 Straight Flush
7 Four of a Kind
8 Full House
9 Flush
10 Three of a Kind
11 Straight

(d) The Joker may be used to complete straights, flushes and straight flushes. When used to complete flushes, the Joker is considered the highest possible card for the situation. When used alone, the Joker may be used as an Ace. Jokers cannot be used as wild cards.

SECTION 22.3 OPENING OF THE TABLE FOR GAMING

(a) Fortune Pai Gow Poker tables shall be opened for gaming in the same manner as are tables used in the game of Blackjack in accordance with Section 12.4.

SECTION 22.4 SHUFFLING OF THE CARDS

(a) Cards used for the game of Fortune Pai Gow Poker shall be shuffled by taking one-third of the cards from the bottom of the deck and placing it on top of the remaining two-thirds, squaring the deck and shuffling one time. After the deck has been shuffled once by the dealer, it will be placed in an automatic card shuffling device which will complete the shuffle.

(b) When the shuffling device has completed the shuffle and dispensed the first set of seven (7) cards onto the dealing platform, a second deck of cards will be placed in the shuffling device in preparation for the next round of play.

(c) When the dealer places the second deck of cards into the shuffling device the position indicator lights on the table will automatically indicate which position will receive the first set of seven (7) cards dispensed onto the dealing platform from the shuffled deck.

SECTION 22.5 WAGERS

(a) No more than six (6) players shall be allowed to make wagers at any single gaming table for any given hand.

(b) At the beginning of each round of play each player shall be required to place a Pai Gow Poker wager.

(1) The player shall win the Pai Gow Poker bet if the player's Low two (2) card hand and his/her high five (5) card hand are higher in ranking than the dealer's Low and High hand, respectively.

(2) If both of the player's hands are losing hands, the player shall lose his/her

wager.

(3) If the player has one (1) winning hand and the other hand is a losing hand, the hands will be considered a push.

(c) A winning Pai Gow wager pays at odds of 1:1.

(d) At the beginning of each round of play each player shall have the option of placing a Bonus wager or an Envy Bonus wager in the designated circle on the table layout.

(1) To be eligible to receive a Fortune Bonus payoff, the player must place one ($1.00) to four ($4.00) dollars in the designated Fortune Bonus circle of the table layout. Any Fortune Bonus bet of five dollars ($5.00) or more shall automatically qualify the player for the Envy Bonus.

(2) An Envy Bonus wager is paid on any Fortune Bonus won by any player other than the player who places the Envy Bonus wager. A player cannot be paid the Envy Bonus on his/her own qualifying hand.

(3) A player must bet a table minimum Pai Gow wager in order to place a Fortune Bonus wager.

(4) A player may not play either a Fortune Bonus or Envy Bonus wager only.

(5) Players may place a Fortune Bonus wager on one or more other players' hands with those players' approval. However, the dealer will pay by position and the players are responsible for their own money.

(6) All seven (7) cards qualify for all bonuses.

(7) The dealer's hand never qualifies for the Envy Bonus.

(8) In the event of more than one winning Envy Bonus wager, the winning wagers shall be paid one at a time starting counter-clockwise. After each individual Envy Bonus is paid, that winning hand is inserted into the discard rack and the dealer shall then pay the Envy Bonus on the next winning hand.

(e) Players may make toke bets for the dealer on the Pai Gow bet of up to 10% of the table maximum.

(1) The combined total of the player's bet and the dealer's toke bet cannot exceed the table maximum plus 10%.

(2) Toke bets are allowed on the Bonus bet; however, the player's bet and the

toke bet may not exceed $100.00, and the dealer's toke must be bet separately from the player's wager.

(3) The maximum total toke payoff per hand may not exceed $500.00 and is not included in the $25,000.00 aggregate payoff.

(4) Bets for dealers will be paid in the same manner as any other bet, except that a commission will not be charged on any winning bet.

(f) All players that wager play against the dealer's hand.

SECTION 22.6 DEALING THE GAME

(a) Prior to dealing the hands, the dealer will ensure that all players have placed their bets.

(b) The dealer will remove the first set of seven (7) cards with their right hand and place them face down in the position indicated by the position indicator display. The shuffling device will push seven (7) more cards onto the dealing platform, and the dealer will place those cards in the next available position to the immediate left of the first position dealt to.

(c) All remaining positions, including the dealer, will receive cards counter-clockwise and the remaining four (4) cards will be placed in the discard rack. All positions will receive cards regardless of whether they are being played or not. The dealer will then collect the cards from those positions that are not being played and place them in the discard rack.

SECTION 22.7 PROCEDURES FOR COMPLETION OF EACH ROUND OF PLAY

(a) After the dealing procedures required by section 22.6 have been completed, each player may examine his or her cards.

(1) Players will create two (2) hands, a low ranked hand consisting of two (2) cards which will be placed face down in the designated area of the table layout and a higher ranked hand consisting of five (5) cards which is also placed face down in the designated area of the table layout.

(i) Players may request the assistance of the dealer to set his or her hand. The dealer will suggest the House Rules, as provided in Section 22.9, but the dealer takes no responsibility for any winning or losing hands. Assistance may only be provided prior to the dealer viewing his/her own cards.

(2) The dealer will arrange and set the house hand after all players have set their hands. The house hand will be placed in front of the chip rack, face up, in full view before exposing the players' hands. The dealer will play the house hand in accordance with House Rules as described in Section 22.9. After the house hand has

been displayed, players are not allowed to touch their cards.

(3) The dealer will then turn over and spread the cards of the players in a counter clockwise rotation starting with the player furthest to the dealer's right. Each hand must be played on its own merit as set by the player.

(4) Hands that are set making the Low hand (two-card hand) higher in ranking than the High hand (five-card hand) are automatic losers.

(5) If during the pay-take procedure it is discovered that the house hand has been set incorrectly, the floor supervisor must be notified immediately, and all hands must be backed up and the house hand set correctly. If it is discovered that the House hand was set incorrectly after the pay-take procedure, the floor supervisor will make the final decision on how the hand will be paid.

(6) The floor supervisor will make the final decision as to how the house hand will play.

(7) Each players' Pai Gow Poker wager will be addressed first. All winning Pai Gow Poker wagers will be paid first and a five percent (5%) commission will be collected from the winning players. Losing wagers will be collected and placed in the chip tray.

(8) The Fortune Bonus wager is determined independent of the Pai Gow Poker wager. Losing Bonus wagers will be collected immediately following the pay/take/push of the Pai Gow Poker hand.

(9) Winning Fortune Bonus bets are then paid in accordance with Section 22.8.

(10) Each hand is paid, taken or pushed individually, and the cards are collected and placed into the discard rack prior to moving on to the next player, with the exception of the following:

> (i) After the Pai Gow wager and Fortune Bonus wager have been addressed. if a player's hand qualifies as an Envy Bonus hand (four of a kind or better). regardless of how they had their hand set, the dealer will arrange their cards in the highest five/seven card hand possible and leave them face up in the appropriate position before moving to the next player.

(11) After the final player's hand has been addressed and there are qualifying Envy Bonus hands remaining face up on the layout, the Envy Bonus will be paid to the appropriate players counter clockwise, as indicated by the "Envy Bonus" lammers in front of the players. After each individual Envy Bonus is paid, that hand is inserted into the discard rack.

SECTION 22.8 PAYOUT ODDS

(a) Subject to the payout limitations in (b) below, the casino shall pay off each winning Bonus wager at the game of Fortune Pai Gow Poker at no less than the following odds:

Wager	Payout Odds
7-Card Straight Flush/no Joker	2,500 to 1
Royal Flush Plus Royal Match	1,000 to 1
7-Card Straight Flush w/Joker	750 to 1
Five Aces	250 to 1
Royal Flush	125 to 1
Straight Flush	50 to 1
Four of a Kind	25 to 1
Full House	5 to 1
Flush	4 to 1
Three of a Kind	3 to 1
Straight	2 to 1

(b) Notwithstanding the payout odds listed in (a) above, the payout limit for any round shall be twenty-five thousand dollars ($25,000.00). Envy Bonus payouts are not included, for calculation purposes, in the maximum aggregate payout limit for any hand. An Envy Bonus payout is paid above and beyond the table's stated maximum limit.

(c) The casino shall pay off each winning Envy Bonus wager at the game of Fortune Pai Gow Poker in the following amounts:

7-Card Straight Flush/no Joker	$1,000 Envy Bonus
Royal Flush Plus Royal Match	$ 750 Envy Bonus
7-Card Straight Flush w/Joker	$ 250 Envy Bonus
Five Aces	$ 100 Envy Bonus
Royal Flush	$ 50 Envy Bonus
Straight Flush	$ 20 Envy Bonus
Four of a Kind	$ 5 Envy Bonus

(Surveillance must verify any Envy Bonus payoff of $1,000.00 or greater to any single hand.)

SECTION 22.9 HOUSE RULES

The dealer will always set his or her hand in accordance with the following rules:

(a) **No Pair.** Use second and third highest ranked cards for the Low hand.

(b) **One Pair.** Always use the pair as the High hand and use the highest ranking cards for the Low Hand.

(c) **Two Pairs.** Pairs will be broken into three groups (when splitting, always play the lowest pair in the Low hand).

2's thru 6's . . . . . Low Pair
7's thru 10's . . . . . Medium Pair
Jack's thru King's . . . . . High Pair

(1) Low Pair - Low Pair. Play two pair in the High hand and the next highest ranking two (2) cards in the Low hand.

(2) Low Pair - Medium Pair. Split, unless holding a King or better, then play two pair in High hand.

(3) Medium Pair - Medium Pair. Split unless holding an Ace, then play two pair in High hand.

(4) Medium Pair - High Pair. Always split.

(5) High Pair - High Pair. Always split.

(6) High Pair - Low Pair. Always split.

(7) Ace and Any Other Pair. Always Split.

(d) **Three Pairs.** Always play the highest pair for the Low hand.

(e) **Three-of-a-Kind.** Always keep, unless Aces, then play one of the Aces for the Low hand.

(f) **(Two) Three-of-a-Kind.** Play pair of the highest Three-of-a-kind for the Low hand.

(g) **All Straights, Flushes & Straight Flushes.**

(1) With No Pair. When given a choice to play either a straight, flush or straight flush, play the category which will allow the highest two cards to be played in the low hand.

(2) With One Pair.

(i) Play pair in Low hand if a straight, flush or straight flush can be preserved in High hand.

(ii) With Ace or Joker and pair of 10's, Jack's, Queen's or King's, play Ace/Joker in Low hand and pair in High hand.

(3) With Two Pair. Use two pair rule.

(4) With Three Pair. Use three pair rule.

(5) With Three-of-a-Kind. Play pair in Low hand.

(6) With Full House. Use full house rule.

(h) **Full House.**

(1) Three-of-a-Kind and Pair. Always split and play pair in Low hand.

(2) Three-of-a-Kind and Two Pair. Play highest of the pairs in Low hand.

(3) Three-of-a-Kind and Three-of-a-Kind. Play highest three of a kind as pair in Low hand.

(i) **Four-of-a-Kind.**

(1) 2's thru 6's. Never split, play in High hand.

(2) 7's thru 10's. Split, unless an Ace or better can be played on the Low hand.

(3) Jacks' thru King's. Split, unless a pair can be played on the Low hand, then high four in High hand.

(4) Ace's. Always split.

(j) **Four-of-a-Kind with a Pair (or Three-of-a-Kind).** Play pair in Low hand.

(k) **Five Aces.** Always split and play two Aces in Low hand, unless there is a pair of Kings, which should be played in the Low hand.