JAMESTOWN S'KLALLAM TRIBE - STATE OF WASHINGTON
CLASS III GAMING COMPACT AMENDMENTS

THIS amendment is entered into between the STATE OF WASHINGTON (hereinafter referred to as the "State") and the JAMESTOWN S'KLALLAM INDIAN TRIBE, a federally recognized Indian tribe (hereinafter referred to as the "Tribe").

WHEREAS, the State and the Tribe executed a Class III Gaming Compact, which Compact was approved by the Secretary of the Interior and is in full force and effect (hereinafter referred to as the "Compact"), and

WHEREAS, the State has proposed an amendment to the Compact which the State believes will provide additional flexibility for Class III gaming by the Tribe consistent with what the State deems to be its public policy of limited gaming,

NOW THEREFORE, the parties hereto hereby agree to amend certain portions of Section III of the Compact so that the following limits shall apply:

III(B) Conditions. After any six months of operation ("phase one"), the State Gaming Agency shall conduct a review of the Class III operation to determine general compact compliance and whether the conditions set forth below have been satisfied. If, as a result of the review, the State Gaming Agency determines that the operation is in compliance with these conditions, the Class III operation may implement "phase two." If the State Gaming Agency determines that the Class III operation has not satisfied the conditions, any resulting dispute will be resolved through the dispute resolution procedures set forth in section XII of this Compact. Any increase in the number of gaming stations, hours of operation, the number of facilities, or wager limits beyond that initially authorized during "phase one" of class III gaming operations shall be conditioned upon the following criteria:

1. There have been no violations of the provisions of the Compact that have resulted in sanctions imposed by the Federal District Court or the National Indian Gaming Commission.

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

3. There have been no material adverse impacts on the public health, safety, or welfare of the surrounding communities in the nature of criminal activities directly related to the operations of the Class III gaming operation.

4. There have been no unresolved and material violations of Appendix A of this Compact.

5. The Tribal Gaming Agency has developed a strong program of regulation and control demonstrating an adequate level of proficiency, which includes the hiring of trained

Tribal Gaming Agents, an independent regulatory and reporting structure separate from that of the gaming operation or tribal bodies, a thorough and developed system for the reporting of Compact violations, and a strong and consistent presence within the Class III facility.
If the State claims that any of the five conditions in this subsection have not been met, the issue shall be subject to the provisions of Section XII. During this dispute resolutions process, the Tribe will be precluded from expansion of gaming stations within the existing facility.

III(C)(3)(d) Size of Gaming Floor. The actual Class III gaming floor within the gaming facility shall be determined by the Tribe.

III(C)(3)(e) Number of Gaming Stations The maximum number of Class III gaming stations shall not exceed thirty one (31) plus, at the option of the Tribe, one (1) additional gaming station ("the nonprofit station"). The proceeds from the nonprofit station shall be dedicated to support nonprofit organizations and their activities located within Clallam County or the State of Washington. For purposes of determination of "proceeds" from the nonprofit station only, proceeds shall mean the net win less the pro rata cost of regulation and operation, specifically excluding capital costs. Therefore, the proceeds shall equal the net win less the costs of regulation and operation, divided by the thirty one (31) gaming stations. The Tribal gaming ordinance shall set forth regulations concerning the types of bona-fide nonprofit organizations or types of projects of such organizations that shall be supported by the nonprofit station. When the gaming operation has met the conditions set forth in Section III(B) "phase two" may be implemented, providing for up to (50) fifty gaming stations plus, at the option of the Tribe, two (2) additional gaming stations ("the nonprofit stations").

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

III(C)(3)(g) Hours of Operation. Operating hours may not exceed one hundred twelve (112) hours per week on an annualized basis. When the gaming operation has met the conditions set forth in Section III(B), "phase two" may be implemented, providing for operating hours of up to one hundred forty (140) hours per week on an annualized basis. Provided, gaming facility may not operate more than twenty (20) hours per day and must close between the hours of 2:00 a.m. and 6:00 a.m. each unless and until the Tribal and State Gaming Agencies, after consultation with enforcement officials from surrounding jurisdictions, mutually agree in writing to a different closing period. Provided further, upon thirty (30) days written notice to the State Gaming Agency and upon written mutual agreement between the State Gaming Agency and Tribal Gaming Agency, the Tribe may, not more than three (3) times per calendar year, conduct continuous Class III operations for up to seventy two (72) hours.

Replace Section XV(I)(2)(a) with the following language:

XV(I) Amendments/Renegotiations.

2. Amendments - Contractual.

(a) Amendments and Renegotiation: Moratorium: Subsections III(A),

III(C)(3)(e), III(C)(3)(f), and III(C)(3)(g) will not be subject to renegotiation or amendment for thirty-six (36) months from the date of this amendment, 1/26/95, unless one of the following occurs: (1) the laws of the State are amended, expanding gaming beyond that which is now allowed under the terms of this Compact; (2) a State or Federal court within the State of Washington or a Federal court interpreting the laws of the State of Washington issues a final and unappealable decision permitting participation in a gaming activity that was not authorized for any purpose by any person, organization, or entity at the time this Compact was executed or not authorized by this Compact; (3) another tribe West of the Cascade Mountains obtains, through a Compact approved by the Secretary of the Interior, greater levels of wagering, hours of operation, size and/or scope of Class III gaming activities, than authorized by the provisions of this Compact; or (4) another tribe East of the Cascade Mountains obtains, through a Compact approved by the Secretary of the Interior, greater levels of wagering, hours of operation, size and/or scope of Class III gaming activities, than authorized by the provisions of this Compact and the Tribe can demonstrate that such levels have resulted in an adverse economic impact on the Class III gaming operation. Further, §XV(I)(1), XV(I)(2)(c), and XV(C), which provides that the parties may "mutually agree" to renegotiations and/or compact amendments may not be invoked during this thirty-six (36) month time period.

WITNESS WHEREOF, the Jamestown S'Klallam Tribe and the State of Washington have executed this amendment to the Compact.

DATED this 26th day of January, 1995.

THE JAMESTOWN S'KLALLAM TRIBE

By: W. Ron Allen — 12/27/94

W. Ron Allen, Chairman — Date

STATE OF WASHINGTON

Mike Lowry — 1-26-95

Mike Lowry, Governor — Date

THE DEPARTMENT OF THE INTERIOR
ASSISTANT SECRETARY - INDIAN AFFAIRS

By: Ada E. Deer — MAR 10 1995

ADA E. DEER — **DATE**