

**MEMORANDUM OF INCORPORATION of  
MOST FAVORED NATION AMENDMENTS  
To The  
TRIBAL-STATE COMPACT FOR CLASS III GAMING  
Between the  
SUQUAMISH TRIBE  
and the  
STATE OF WASHINGTON**

The Suquamish Tribe ("Tribe") and the State of Washington ("State") entered into a Tribal-State Compact for Class III Gaming ("Compact") on January 26, 1995, and amended the Compact by mutual agreement on November 23, 1989, March 30, 2007, and April 8, 2015. Pursuant to Section XV(D)(8) of the Compact, to maintain equality, the Compact shall be amended automatically if the Secretary of Interior approves a compact with any Washington tribe west of the Cascade Mountains, or an amendment thereto, that includes modifications to the scope of gaming or otherwise includes an expansion of terms. The following amendments in this Memorandum of Incorporation ("MOI") are hereby automatically incorporated in the Compact. Modifications that require formal amendment or renegotiation will be addressed separately. Anything not specifically authorized or amended by this MOI but provided for in the Tribe's Compact, any other appendices, or the Most Favored Nations Section XV(D)(8) shall remain in full force and effect.

**1. Add Second Gaming Facility.**

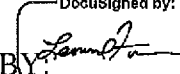
Section III(F) is amended as follows: "Authorized Gaming Operation and Facilities. The Tribe may establish ~~one~~ two Class III Gaming Facility Facilities, located on Suquamish Indian Lands, for the operation of Class III games authorized pursuant to this Compact. Any additional facilities will be subject to future negotiation between the Tribe and the State."

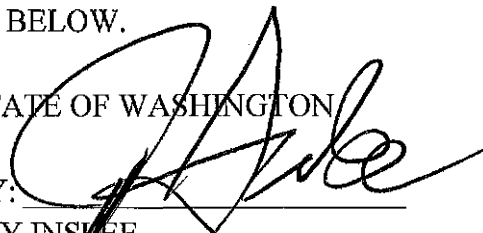
All references to "facility" in the Compact are amended to reflect the addition of a second facility. Depending on the context, the term "facility" is replaced with "facilities" or, as appropriate, the phrase "the facility" is replaced with "a facility" or "each facility."

**2. Add Appendix W governing Wide Area Progressives.**

Appendix W "Rules Governing Wide Area Progressives" is added to the Compact, in the form attached to this MOI, in its entirety.

INCORPORATED ON THE LAST DATE ENTERED BELOW.

SUQUAMISH TRIBE  
DocuSigned by:  
  
BY: \_\_\_\_\_  
F10A5D8A5D7A1A4...  
LEONARD FORSMAN  
Chairman  
10/12/2021  
DATED: \_\_\_\_\_

STATE OF WASHINGTON  
  
BY: \_\_\_\_\_  
JAY INSLEE  
Governor  
DATED: 12.3.21

**SUQUAMISH TRIBE  
and the  
STATE OF WASHINGTON  
CLASS III GAMING COMPACT**

**APPENDIX W  
Rules Governing Wide Area Progressives**

**Table of Contents**

STATEMENT OF CONDITIONS AND LIMITATIONS.....	1
1. INTRODUCTION .....	1
1.1 Definitions.....	1
1.2 Intent.....	2
2. REQUIREMENTS.....	2
2.1 General Requirements .....	2
2.2 Submission Process .....	3
3. TESTING AND APPROVAL .....	4
3.1 Independent Gaming Test Laboratory.....	4
3.2 General Testing Requirements .....	5
3.3 Materials Provided to Gaming Test Laboratory.....	5
3.4 Approval by the State Gaming Agency.....	5
3.5 Installation .....	6
3.6 WAP Operator Certification.....	6
3.7 Payment of Fees .....	6
4. INSPECTIONS .....	6
5. PARTICIPATION IN ANOTHER APPROVED WAP .....	7
5.1 Requirements for participation in another approved WAP:.....	7

**CLASS III GAMING COMPACT**  
**APPENDIX W**  
**Rules Governing Wide Area Progressives**

STATEMENT OF CONDITIONS AND LIMITATIONS

The Suquamish Tribe (Tribe) and the State of Washington (State) believe that conducting Class III gaming under the terms, limitations, and conditions set forth below will benefit the Tribe and the State, will be fair and protect the members of the Tribe and the other citizens of the State, and is consistent with the objectives of the federal Indian Gaming Regulatory Act. The parties have agreed upon conditions of the terms, provisions, and limitations contained in this Appendix W.

This Appendix contains interdependent conditions and consequences that must be accepted as a whole in order to operate or participate in a Wide Area Progressive (WAP). As a result, authorization to operate or participate in a WAP requires the Tribe to operate and participate in accordance with all of the requirements of both this Appendix and the subsequent memorandum of understanding agreed to under subsection 2.2.3.

1. INTRODUCTION

1.1 Definitions

Any capitalized term used but not defined herein shall have the same meaning as in the Compact.

“Component” means hardware, software, and any integral parts or combination thereof necessary to operate the WAP.

“Fair” means the odds of winning prizes being equal to other devices connected to the same WAP within accepted statistical industry standards as verified by an approved Gaming Test Laboratory.

“Participant Tribe” means a tribal government within the State that has been accepted to join in a specific approved WAP.

“Progressive Prize” means a prize that increases by a predetermined amount based on play on a Class III Tribal Lottery System (TLS).

“Wide Area Progressive” or “WAP” means a jackpot sharing system between multiple participating jurisdictions and/or governments within and outside the State.

“WAP Controller” means a component at each participating jurisdiction’s and/or government’s gaming facility that accumulates Progressive Prizes and provides

Progressive Prize information to display for players.

“WAP Operator” means the licensed manufacturer or gaming service supplier that maintains the WAP central system which communicates with individual WAP Controllers.

1.2 Intent

The intent of the parties is to allow the Tribe to use a WAP where players are entered into a pool for a Progressive Prize without the insertion of additional consideration.

1.2.1 The WAP must be Fair, secure, and auditable.

1.2.2 The WAP does not constitute a mechanical gambling or lottery device activated by the insertion of a coin or by the insertion of any object purchased by any person taking a chance by gambling in respect to the device.

1.2.3 The WAP does not constitute an electronic or mechanical device or video terminal which allows for individual play against such device or terminal.

2. REQUIREMENTS

2.1 General Requirements

The basic requirements for a WAP authorized under Section IV-Class III Gaming Activities of the Compact are as follows:

2.1.1 Any WAP Controller utilized by the Tribe may operate only in conjunction with the TLS and may not offer a game where the player may play against the device.

2.1.2 The restrictions on the use and operation of the TLS as governed by Appendix X and Appendix X2, including prohibiting individual play against such devices or terminals, are not changed by this Appendix.

2.1.3 The WAP will be Fair for players in the State.

2.1.4 The rules of play will be posted for the customer.

2.1.5 The WAP will conform with 25 U.S.C. § 2710 (d)(1)(A), (B), and (C).

2.1.6 The WAP will allow the State Gaming Agency to remotely view the Tribe's reports and activity in real time as specifically provided for in a full submission.

2.1.7 The Tribe will make available for review agreements and contracts regarding WAP participation in accordance with Compact Section X, B Access to Records.

2.1.8 Employees and/or representatives of a WAP Operator must meet the applicable licensing and certification requirements in accordance with Compact Section V

Licensing and Registration Requirements and VI Tribal Licensing and State Registration.

- 2.1.9 Each specific type of WAP approved will conform to the standards documented in a Memorandum of Understanding after a full submission has been approved, and the Tribe shall not begin operation of said WAP until the testing and certification requirements referred to in Section 3 of this Appendix are met.
- 2.1.10 The Tribe will notify the State Gaming Agency of its participation in a specific type of WAP and will follow the requirements in an approved Memorandum of Understanding for the specific type of WAP in order to participate in that WAP.

2.2 Submission Process

- 2.2.1 Each full submission made must meet the requirements contained in the Compact, Appendix X, Appendix X2, and this Appendix, and shall set the technical standards and Internal Controls for the operation of that type of WAP. Except for the TLS as governed by Appendix X or X2, the Tribe and the State Gaming Agency shall enter into a separate Memorandum of Understanding for each specific type of WAP the Tribe wishes to operate.
- 2.2.2 A "full submission," as that term is used in this Appendix, shall include a detailed description of technical standards and other information that includes at least the following:
  - 2.2.2.1. How the system operates with the TLS, including connections to the system and other jurisdictions, probability, and summary of game rules which must be posted for the customer in any format;
  - 2.2.2.2. WAP illustrations, schematics, block diagrams, circuit analyses, program object and source codes, and hexadecimal dumps which means the compiled computer program represented in base 16 format;
  - 2.2.2.3. Technical and operation manuals including operation, interface, Progressive Prize verification, and random number generator standards;
  - 2.2.2.4. System hardware specifications including all key Components including the WAP Controller;
  - 2.2.2.5. Base software which means the software platform upon which games are loaded;
  - 2.2.2.6. Game software for one or more games, including game set size and point of overlap;
  - 2.2.2.7. System security including encryption, firewalls, key controls, and surveillance;
  - 2.2.2.8. Odds for winning the Progressive Prize, the base Progressive Prize amount, the reset Progressive Prize amount, the incremental increases of the Progressive Prize, and any secondary pool increment(s);
  - 2.2.2.9. Accounting system requirements and reports which must include at least a progressive balancing report and report of unusual events such

- as critical memory clears, changes to Progressive Prizes, offline equipment, multiple site prizes, and related reports;
- 2.2.2.10. Reports which must include at least a progressive summary, aggregate, and payoff and any adjustments made by the WAP Operator on Progressive Prize pools;
  - 2.2.2.11. Procedures for handling simultaneous Progressive Prize winners in multiple locations or jurisdictions;
  - 2.2.2.12. Procedures to make changes or adjustments to or be removed from the WAP, including notice requirements to the Participant Tribes and players;
  - 2.2.2.13. Procedures for accepting additional Participant Tribes or participating jurisdictions and/or governments into the WAP;
  - 2.2.2.14. Procedures to handle system malfunctions and reporting those malfunctions to participating jurisdictions and/or governments;
  - 2.2.2.15. Player dispute procedures;
  - 2.2.2.16. Procedures, including a timeframe, for Gaming Operations staff or WAP Operator to provide notice to the Tribal Gaming Agency and State Gaming Agency of WAP non-compliance;
  - 2.2.2.17. Capability and process to allow the State Gaming Agency to remotely view the Tribe's WAP to review reports and activity real time; and
  - 2.2.2.18. Any agreement, written specifications, or limitations required of a WAP Operator by any other state or tribal government and affecting a WAP.
- 2.2.3 The Tribe may present to the State Gaming Agency, at any time, a WAP full submission it believes satisfies the requirements of the Compact and this Appendix. Within ninety (90) days of the Tribe's providing of a complete, full submission for its proposed WAP to the State Gaming Agency, the Tribe and the State Gaming Agency will execute a Memorandum of Understanding as required by Section 2.1.9.

### 3. TESTING AND APPROVAL

#### 3.1 Independent Gaming Test Laboratory

- 3.1.1 Designation. The Tribe shall select one or more gaming test laboratories (hereinafter "Gaming Test Laboratory") to perform the testing required in this Appendix. The selection of a Gaming Test Laboratory will be done according to Appendix X2, Section 10.1.
- 3.1.2 Gaming Test Laboratory Duty of Loyalty. The Tribe shall inform the Gaming Test Laboratory, in writing, that irrespective of the source of payment of its fees, the Gaming Test Laboratory's duty of loyalty and reporting requirements run equally to the State Gaming Agency and the Tribe.

### 3.2 General Testing Requirements

The general purpose of testing the WAP and related Components is to determine the compliance of the WAP with the Memorandum of Understanding agreed to by the Tribe and the State Gaming Agency. Prior to operation of the WAP, the WAP and related Components shall be tested by a licensed Gaming Test Laboratory, to verify:

- 3.2.1 Compliance with the applicable requirements of the Compact, Appendix X, Appendix X2, and this Appendix; and
- 3.2.2 The WAP is Fair for both the players and the participating gaming facilities; and
- 3.2.3 Compliance with the Memorandum of Understanding and currently accepted gaming test industry standards with respect to multi-jurisdictional WAPs.

### 3.3 Materials Provided to Gaming Test Laboratory

- 3.3.1 The Tribe shall provide or require that the WAP Operator provide to the Gaming Test Laboratory a copy of the executed Memorandum of Understanding, and any other information requested by the Gaming Test Laboratory. The Tribe shall make all such materials available to the State Gaming Agency upon request;
- 3.3.2 If requested by the Gaming Test Laboratory, the Tribe shall require the WAP Operator to transport not more than two (2) working models of the WAP associated player terminals, and any required system elements to a location designated by the Gaming Test Laboratory for testing, examination or analysis. Neither the State nor the Gaming Test Laboratory shall be liable for any costs associated with the transportation, testing, examination, or analysis, including any damage to the Components of the WAP. If requested by the Gaming Test Laboratory, the Tribe shall require the WAP Operator to provide specialized equipment or the services of an independent technical expert to assist with the testing, examination and analysis. The Gaming Test Laboratory will notify the State Gaming Agency of the request and need for the request;

### 3.4 Approval by the State Gaming Agency

Upon receiving the certification, technical standards tested, and results of testing from the Gaming Test Laboratory, the State Gaming Agency shall either approve or disapprove the WAP or Component thereof, based on the criteria contained in this Appendix and the Memorandum of Understanding. The Tribe or WAP Operator may request a temporary suspension of the State Gaming Agency's review of the WAP or Component for a mutually agreed upon time period through a written request to the State Gaming Agency Director.

During the State Gaming Agency approval process, the Gaming Test Laboratory will meet with the State Gaming Agency and respective Tribal Gaming Agency to inform regulatory staff of the certification process and technical standards tested and provide training so that these personnel have an understanding of the WAP, can create a regulatory program, and can better respond to questions and complaints.

### 3.5 Installation

3.5.1 No WAP may be offered for play unless:

3.5.1.1 Such WAP is approved as provided in this Appendix; and

3.5.1.2 The WAP prototype thereof has been tested and certified by the Gaming Test Laboratory as meeting the requirements and Memorandum of Understanding specified by this Appendix.

3.5.2 The State Gaming Agency and Tribal Gaming Agency will meet to confer on WAP initial implementation and Internal Controls changes to prepare for WAP operation. Initial Internal Controls and any subsequent changes are to be completed in conformance with Compact Section XI Standards of Operation.

### 3.6 WAP Operator Certification

Before any Component of a WAP may be placed into operation, the Tribe shall first have obtained a written certification from the WAP Operator that, upon installation, each such Component:

3.6.1 Conforms to the specifications of the WAP as certified by the Gaming Test Laboratory; and

3.6.2 Operates and plays in accordance with the applicable requirements of the Compact, Appendix X, Appendix X2, this Appendix, and the Memorandum of Understanding.

### 3.7 Payment of Fees

3.7.1 The Gaming Test Laboratory shall not accept a WAP submission from a WAP Operator without first receiving an executed Memorandum of Understanding from the Tribe. All Gaming Test Laboratory fees related to a WAP submission shall be the responsibility of the WAP Operator.

3.7.2 All State Gaming Agency testing fees related to a WAP submission shall be the responsibility of the WAP Operator.

## 4. INSPECTIONS

4.1 The Tribe shall allow the State Gaming Agency to inspect any Components of a WAP for the purposes of confirming that such Component is operating in accordance with the requirements of the Compact, Appendix X, Appendix X2, this Appendix, and the Memorandum of Understanding and that such Component is identical to that tested by a Gaming Test Laboratory. Inspections shall be pursuant to the Compact.

4.2 The WAP Operator shall allow the Tribal Gaming Agency and State Gaming Agency to inspect any Components of a WAP for the purposes of confirming that such Component is operating in accordance with the requirements of the Compact, Appendix X, Appendix



X2, this Appendix, and the Memorandum of Understanding and that such Component is identical to that tested by a Gaming Test Laboratory.

- 4.3 When the Tribal Gaming Agency or State Gaming Agency determine there is a failure to comply with the Memorandum of Understanding, either will immediately suspend a WAP's operation.
- 4.4 Reinstatement of a WAP's operation shall occur once the Tribal Gaming Agency and State Gaming Agency agree that a suspended WAP complies with the Memorandum of Understanding as determined by follow-up testing by the Gaming Test Laboratory.
- 4.5 If after an investigation the Tribal Gaming Agency or State Gaming Agency believe the WAP is not operating in a Fair manner, either may request a mathematical review by an independent third party. The WAP Operator will pay the cost of this review.

## 5. PARTICIPATION IN ANOTHER APPROVED WAP

The Tribe may participate in more than one approved WAP. When the Tribe elects to participate in a WAP that has already been approved by the State Gaming Agency, Sections 1-4 of this Appendix do not apply except as required by Section 5.1.3 below.

### 5.1 Requirements for participation in another approved WAP:

- 5.1.1. When participating in a WAP that has already been approved by the State Gaming Agency, the Tribe must follow the requirements in the Memorandum of Understanding related to that WAP.
- 5.1.2. The Tribe will notify the State Gaming Agency of its participation in or withdrawal from another WAP and will make any and all copies of its participation agreements available for review.
- 5.1.3. When the Tribe participates in an already approved WAP, the Tribe will follow the requirements listed in Sections 1, 2.1, 3.5, 3.6, 4, and 5 of this Appendix.