

SQUAXIN ISLAND TRIBE

RESOLUTION NO. 21- 58

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

WHEREAS, the Tribal Council has established the Little Creek Casino Resort as a key tribal enterprise that funds governmental services provided by the Tribe; and

WHEREAS, Tribal Council has not delegated the authority to Casino management to grant contractual or other waivers of sovereign immunity and therefore must individually approve each waiver by binding council action;

WHEREAS, Casino staff have negotiated the terms of a new Master Agreement with SG Gaming Inc., a Nevada corporation, for the supply of electronic gaming machines, electronic table systems, card shufflers and utility products, and proprietary table games;

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council authorizes the Little Creek Casino Resort to enter into an agreement with SG Gaming Inc. in substantially the same form as the attached agreement.

NOW THEREFORE BE IT FURTHER RESOLVED, the Tribal Council specifically limits its authorization to allow the Casino to enter a waiver of sovereign immunity to the waiver as stated in Section 8.2 of the General Terms and Conditions in the attached document.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Tribal Council hereby authorizes Ramon Nunez, CEO to do any and all accounts necessary to effect execution and implementation of an agreement in substantially the same form as the attached subject to those conditions stated herein.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 16 day of September _____, 2021, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.

Kristopher K. Peters

Kristopher K. Peters (Sep 22, 2021 10:05 PDT)

Kris Peters, Chairman

Attested by: 

Patrick Braese (Sep 22, 2021 10:24 PDT)

Patrick Braese, Secretary

Charlene Krise

Charlene Krise (Sep 22, 2021 10:27 PDT)

Charlene Krise, Vice Chairman

MASTER AGREEMENT

LITTLE CREEK CASINO RESORT,
a wholly owned enterprise of the SQUAXIN ISLAND TRIBE
91 WEST STATE ROUTE 108
SHELTON, WASHINGTON 98584

This Master Agreement (“Agreement”) is made and entered into as of the date last signed below (“Effective Date”) by and between SG Gaming, Inc., a Nevada corporation, (“SG”) and the Customer identified above (“Customer”), located at 91 West State Route 108, Shelton, Washington 98584 (“Qualified Location”).

The parties agree as follows:

1. *Purchase, Lease, and Trial Options.* The terms and conditions of this Agreement shall govern the trial, purchase, license and lease/participation of the following SG equipment: electronic gaming machines (“EGM”), electronic table systems (“ETS”), card shufflers and utility products (“Utility”) and proprietary table games (“PTG”) (EGM, ETS, Utility and PTG, collectively, “Equipment”) for orders submitted by Customer and accepted by SG during the term of this Agreement.

1.1 *Purchase Option.* For purchase agreements, Customer will issue orders to SG via a signed order in a form substantially similar to Exhibit A, attached hereto, which shall include the Equipment, purchase price, and Customer’s delivery location (“Qualified Location(s”).

1.2 *License, Lease or Participation Option.* For license, leases and participation agreements, Customer will issue orders to SG via a signed order in a form substantially similar to Exhibit A, which shall include the Equipment, lease terms/participation terms, and Qualified Location. The parties agree Sections 3.1(b) and 4 of the General Terms and Conditions attached hereto shall not be applicable to leases or participation agreements, however, all other terms, as well as the terms set forth in Exhibit A shall apply. If Customer elects to purchase the Equipment after leasing or participation, then Customer will issue an order to SG via a signed order in the form attached hereto as Exhibit A.

1.3. *Participation Payment Reporting/Right to Audit:*

(a) With respect to participation placements, prior to payment, Customer shall provide Net Win amounts using SG’s forms, as well as furnish revenue reports generated by the Customer’s casino management system, which shall provide sufficient information to substantiate Customer’s Net Win calculation, by Equipment’s individual serial number, for SG’s invoicing purposes.

(b) SG may, upon thirty (30) days’ prior written notice to Customer, audit Customer’s records related to payments under this Agreement, during regular business hours and in a manner which shall not unduly interrupt Customer’s normal course of business. SG’s right to audit shall be limited to a maximum of one (1) time per year and shall be at SG’s sole cost and expense; provided however that, in the event that SG’s audit reveals payment deficiencies of greater than ten percent (10%) of the amount payable for the applicable calendar quarter, Customer shall reimburse SG for reasonable travel and other such expenses incurred in conducting the audit.

(c) *Net Win.* “Net Win” means the money, tokens and wagering vouchers removed from the Equipment’s drop boxes or, for cashless Equipment, the amounts deducted from a player’s account as a result of gaming device play and any electronic money transfers made to the gaming device through the use of a cashless wagering system (the “drop”) minus (i) the sum of the money and tokens put in the Equipment by Customer (“fills”), and (ii) the amount of jackpots paid by Customer. If Net Win is less than zero no payment shall be due to SG and no credit shall be issued.

1.4 *WAP Placements.* Wide area progressive (“WAP”) EGM Equipment shall be made available to Customer at their then-current list prices and shall be subject to SG’s standard applicable Wide-Area Network Services (“WAN Services”) Addendum, attached hereto as Exhibit B. For WAN Services and related WAP Equipment, Customer will issue orders to SG via a form substantially similar to Exhibit A. The parties agree Sections 3.1, 3.2(b) and 4 of the General Terms and Conditions attached hereto shall not be applicable to WAP Equipment, however, all other terms, as well as the terms set forth in Exhibit B shall apply.

1.5 *Trial Option.* For trial agreements, Customer will issue orders to SG via a signed order in a form substantially similar to the applicable purchase or license, lease or participation orders set forth on Exhibits A. The parties agree Sections 3.1 and 4 of the General Terms and Conditions attached hereto shall not be applicable to trials, however, all

other terms, as well as the terms set forth in the applicable Order shall apply. If Customer elects to purchase the Equipment, or to lease the Equipment, then an applicable Order will be entered into by the parties.

2. *Pricing and Payment Terms.*

2.1 *Pricing.* Unless otherwise mutually agreed upon by the parties in writing, Customer shall pay SG as described in the applicable Order.

2.2 *Purchased Equipment.* Customer shall pay SG the deposit (if any) as described in an executed order or on execution of this Agreement, if the terms and conditions of any order(s) have been previously determined between the parties. Customer shall pay SG the full purchase price or the balance (if a deposit was paid) of the purchase price set forth in the order, or this Agreement, as may be applicable within thirty (30) days after the date of SG's invoice.

2.3 *Leased and Licensed Equipment, and Trial Equipment (if applicable).* Customer shall pay SG the payments listed on each License and Lease Order and/or WAN Services Order and/or Trial Order (if applicable) beginning on the date the Equipment is installed; provided that Customer timely provides SG with written documentation of date of installation. Accrued sums payable to SG shall be paid by Customer by the 15th of each month following the month in which such sums accrue.

2.4 *Late Payments.* For any payment that is thirty (30) days or more past due, SG shall have the right to charge interest, payable immediately upon demand, at the lower of (i) 1.5 percent (1.5%) per month or (ii) the highest rate permitted by law.

3. *Delivery.*

3.1 Unless otherwise stated on an Order, for any Equipment purchased under this Agreement, SG shall deliver the Equipment for transportation to the designated Customer place of business (or Qualified Location), and title and risk of loss to such purchased Equipment shall pass to Customer at Qualified Location. Customer shall bear all costs of transportation for Qualified Locations (if any) outside of Nevada.

3.2 For any Equipment leased or placed on trial under this Agreement, SG shall retain title to such leased or trialed Equipment; however, the risk of loss shall pass to Customer when the Equipment is delivered to Customer. SG shall bear all costs of transportation for EGM and ETS Equipment; Customer shall bear all costs of transportation of Utility and PTG Equipment. With respect to PTG Equipment, in the event no peripheral equipment is included in the order, such Equipment shall be deemed delivered as of the date of Customer's execution of the applicable order.

3.3 The estimated delivery date for EGMs will be approximately eight (8) to twelve (12) weeks after Customer returns a signed order that is accepted by SG. Customer agrees to take delivery of the Equipment within thirty (30) days after SG completes manufacturing of the Equipment.

4. *Notices.* All notices required under this Agreement must be in writing and must be delivered or mailed to the addresses set forth herein or to such other addresses as the parties may designate in writing. Notices to SG shall be delivered or mailed to: SG Gaming, Inc., 6601 South Bermuda Road, Las Vegas, Nevada 89119, Attn: Legal Dept. Notices to Customer shall be delivered or mailed to the address set forth above.

5. *Term; Termination.*

5.1 *Term.* The term of this Agreement shall begin on the Effective Date and continue for one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party provides the other with no less than ninety (90) days written notice prior to the end of the then-current term of its intention not to renew. Notwithstanding the foregoing, the terms and conditions of this Agreement shall continue to apply to any executed order under this Agreement for the remainder of the then-current term of such order.

5.2 *Termination.* Either party may terminate this Agreement or any executed order, immediately upon a breach by the other party of any term or condition, if such breach continues uncured for thirty (30) days following written notification from the non-breaching party. Following termination Customer shall make any Leased Equipment, WAP Equipment or Trial Equipment available to SG, in proper working order, normal wear and tear excepted, for SG's retrieval at a time mutually agreed upon by the parties.

6. *Trade-In Allowances.* In the event that a trade-in allowance is mutually agreed upon in writing by the parties, such trade-in allowance shall be deducted from the pre-discounted list price for the Equipment. Trade-in value will be determined, in SG's sole discretion, and will depend upon then-current market conditions and other factors determined by SG.

7. *Prior Agreements: Existing Equipment.* As of the Effective Date, with respect to:

- a. any EGM, ETS, PTG or Utility Equipment licensed or leased, or placed on trial pursuant to any agreement previously executed by and between Customer and SHFL entertainment, Inc. formerly Shuffle Master, Inc.;
- b. any EGM, ETS, PTG or Utility Equipment purchased and currently under warranty pursuant to any agreement previously executed by and between Customer and SHFL entertainment, Inc. formerly Shuffle Master, Inc.;
- c. any EGM Equipment licensed or leased, or placed on trial pursuant to any agreement previously executed by and between Customer and SG Gaming, Inc., formerly Bally Gaming, Inc.;
- d. any Equipment placed in operation pursuant to a Wide Area Network Services Agreement previously executed by and between Customer and SG Gaming, Inc., formerly Bally Gaming, Inc., and/or
- e. any EGM Equipment purchased and currently under warranty pursuant to any agreement previously executed by and between Customer and SG Gaming, Inc., formerly Bally Gaming, Inc.;

as such Equipment in (a), (b), (c), (d) and (e) is collectively described on Exhibit C, (any such agreements, collectively, the "Prior Agreements"; any such Equipment, collectively, the "Existing Equipment"):

- (i) the terms and conditions set forth in pages 2, et seq. of the Prior Agreements described in (a) and (b) above shall terminate, and page 1 of such Prior Agreements will be deemed an Order under this Agreement, and the Existing Equipment described therein will become subject to the terms and conditions herein; and
- (ii) the Prior Agreements described in (c) and (e) above shall terminate, and Exhibit A of such Prior Agreements will be deemed an Order under this Agreement, and the Existing Equipment described therein will become subject to the terms and conditions herein; and
- (iii) the Prior Agreement described in (d) above shall terminate, and the WAP Equipment described in Section 1, the SG Participation Amount described in Section 2 are the System link described in Section 8 are incorporated into a WAN Services Order and deemed executed as of the date of such Prior Agreement, and such WAP Equipment will be subject to the terms and conditions contained herein.

8. *Representations, Warranties and Covenants.* Customer represents, warrants and covenants to SG as follows: (1) all information furnished by Customer to SG in connection with SG's due diligence and compliance review process is complete and accurate; (2) Customer shall, in connection with this Agreement, (a) maintain complete and accurate books and records and (b) comply with all applicable laws, rules and regulations, including, but not limited to, those relating to anti-corruption, anti-money laundering, competition, licensing and registration; and (3) Customer has not offered or paid, and will not offer or pay, directly or indirectly, (a) anything of value to any public official or candidate for political office, or any relative or agent thereof, for purposes of obtaining any official action or benefit relating in any way to this Agreement or (b) any commission or finder's or referral fee to any person or entity in connection with this Agreement or any activities on behalf of SG.

9. *Terms and Conditions.* This Agreement includes and incorporates by reference the attached General Terms and Conditions and Exhibits.

CUSTOMER:
Squaxin Island Tribe
dba Little Creek Casino Resort

SG:
SG Gaming, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**MASTER AGREEMENT
GENERAL TERMS AND CONDITIONS**

1. INTELLECTUAL PROPERTY

1.1 *SG's Intellectual Property.*

Nothing in this Agreement shall impair the scope of SG's rights to any Intellectual Property rights or interests in, to, or associated with, the Equipment whether the intellectual property is owned by SG or licensed to SG by third parties and incorporated into the Equipment. "Intellectual Property" means all intellectual property and industrial property rights and rights in confidential information of every kind and description throughout the world, including all U.S. and foreign (i) patents, patent applications, invention disclosures, designs, and all related continuations, continuations-in-part, divisionals, reissues, renewals, and extensions thereof, (ii) trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, renewal interests and rights, and common law rights, (iii) copyrights and copyrightable subject matter, (iv) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing, (v) trade secrets and all other confidential information, ideas, know-how, inventions, proprietary processes, formulae, models, game methods, themes and methodologies, (vi) rights of publicity, privacy, and rights to personal information, (vii) moral rights and rights of attribution and integrity, (viii) telephone numbers, top level Internet domain names, Internet protocol addresses, and other alphanumeric addresses and mnemonics, (ix) social media addresses and accounts and usernames, account names and identifiers (whether textual, graphic, pictorial or otherwise), and sub-domain names and personal URL's used or acquired in connection with a third-party website; (x) all rights in the foregoing and in other similar intangible assets, and (xi) all applications and registrations for the foregoing (collectively, the "Intellectual Property"). Customer acknowledges and agrees that SG owns all worldwide right, title and interest in and to the Intellectual Property in, and associated with, the Equipment and that Customer shall not acquire, nor shall not claim any rights in or title to the Intellectual Property. SG shall retain its rights to control and use, and remain the sole owner of, the Intellectual Property, regardless of Customer's actual use or intended use of the Equipment.

1.2 *License.*

(a) Subject to the terms and conditions of this Agreement, if applicable, SG grants to Customer a non-exclusive license (without the right to sublicense) to use the Intellectual Property directly related to the Equipment provided by SG pursuant to this Agreement. The grant of license is limited to the approved use of the Equipment during the term of the individual orders and only for the Intellectual Property associated with the specific Equipment purchased, leased or licensed. Customer's use of the Equipment may require Customer to obtain a separate public performance copyright license. Any copying, reproduction, reverse engineering, alteration, modification or addition to the Equipment subject to the Intellectual Property, including game play methods, software, communication protocols, or graphics is expressly prohibited without the prior written consent of SG will result in the termination of the license granted herein. Except to the extent the Equipment incorporates the Intellectual Property, Customer shall not use the Intellectual Property for any promotion, marketing, advertising, or any other purpose without obtaining SG's prior written approval. When Customer no longer offers the Equipment to the public, Customer shall cease displaying or using all materials, including signage, associated with the Equipment that display the Intellectual Property or otherwise incorporate the Intellectual Property into the Equipment. Customer shall return all such materials to SG immediately upon SG's request.

(b) In the event a purchase option is exercised by the Customer for any Equipment and subject to the terms and conditions of this Agreement, to the extent required for Customer to use the Equipment, SG grants to Customer a non-exclusive, conditional license (without the right to sublicense) to use the Intellectual Property associated with Equipment and its promotion, solely at Customer's facility set forth in the applicable order ("Licensed Location") and solely for the approved use indicated on the applicable order. Notwithstanding the foregoing, Customer can transfer the fully paid up licensed Equipment to a successor operator located at the Licensed Location or to an operator that is owned by the same corporation, corporate group or ownership interests as Customer (a "Corporate Partner Operator").

(c) Software delivered under any Orders may include Microsoft software that is subject to the Microsoft

end user license agreement found at <http://www.mseembedded.biz/en/embedded-software/windows-embedded-standard-7-wes7/license-terms/> (the "EULA"). Customer agrees to (i) the terms and conditions of the EULA as it applies to all such software and (ii) notify SG at 866-967-4457 any time any such software is installed on a SG gaming device that does not have a Microsoft certificate of authenticity affixed to it.

2. CONFIDENTIALITY

Each party agrees that all confidential documents, work product and information (including but not limited to all computer code and related materials) received or otherwise obtained from the other party pursuant to this Agreement will be received in strict confidence and will be used only for the purposes of performing under this Agreement. Except with respect to a request with a regulatory agency, neither party will disclose any such information to any third party, without obtaining the prior written consent of the other party, and each party will disclose such information only to such of its officers, employees, and agents that have a need to know such information for the purposes contemplated by this Agreement.

3. WARRANTY

3.1 *Purchased Equipment*

(a) Equipment Warranty. Unless otherwise set forth on an applicable Order to Purchase Equipment, SG for ninety (90) days from delivery of the Equipment, warrants and guarantees to Customer that the Equipment will be free from defects in material and workmanship that materially and adversely affect the performance of the Equipment. Deviations from any specifications or standards that do not materially affect the performance of the Equipment are not considered to be defects in materials or workmanship. Customer's sole and exclusive remedy in the event of defect is expressly limited to the adjustment, repair, or replacement of defective parts to return the Equipment to good working condition, in the sole discretion of SG.

(b) EGM Equipment Performance Warranty. During the first one hundred and eighty (180) days from delivery of the Purchase EGM, if the EGM fails to earn at least eighty percent (80%) of the rolling monthly slot machine gaming floor area average for the Customer facility where the EGM is located for the same denomination and platform type (excluding any earnings for specialty games such as wide area progressives, participation, and premium licensed Equipment), Customer may, as its sole and exclusive remedy and at no charge to Customer, convert that EGM's game theme one (1) time to a different game theme of the same category which is approved in Customer's gaming jurisdiction for use in the EGM. Customer agrees to provide SG with written notice requesting the conversion, including certification of the average that serves as the basis of any such game theme conversion. Upon conversion of the Equipment's game theme as set forth herein, Customer shall promptly return the original game theme components to SG.

3.2 *Leased Equipment (not applicable to PTG Equipment)*

(a) During the term of any lease and so long as Customer is in compliance with this Agreement, SG warrants and guarantees to Customer that the Equipment will be free from defects in material and workmanship that materially and adversely affect the performance of the Equipment. Deviations from any specifications or standards that do not materially affect the performance of the Equipment are not considered to be defects in materials or workmanship. If SG is notified in writing by Customer and SG's inspections and tests determine that the Equipment is indeed defective and has not been subjected to any of the conditions set forth in 3.3(a) below, Customer's sole and exclusive remedy in the event of defect is expressly limited to the adjustment, repair, or replacement of defective parts to return the Equipment to good working condition, in the sole discretion of SG.

(b) Performance Warranty (applicable solely to ETS Equipment). Customer may change game kit(s) at no charge on any leased ETS Equipment set forth on any executed Lease Order. Customer must submit request for game kit change to SG in writing. (Game kit changes are limited to those that have received regulatory approval.) Shipping/handling, taxes and any applicable duties and custom charges will be invoiced for equipment related to game kit changes with payment due on receipt of invoice. SG and Customer shall arrange a mutually-acceptable time for SG to remove the game kit(s) and install of the new game kit(s) on the leased ETS Equipment.

(c) Except for SG's negligence, Customer shall be solely responsible for properly configuring the EGM and ETS Equipment (for example, denomination, maximum bet, maximum jackpot, jackpot progression, game speed, bill validator and dispensers, and so on), even if SG performs these services at Customer's request, and Customer shall release, indemnify, defend, and hold SG harmless from any claims Customer or any third party has or may have for losses of any kind arising from improper configuration regardless of who performs it.

(d) If chairs are included on an Order for EGM or ETS Equipment or WAN Services, except for SG's gross negligence, SG shall not be liable for any damages suffered by Customer or any third party arising from the use or malfunction of chairs supplied but not manufactured by SG. Customer shall release, indemnify, defend, and hold SG harmless from and against any liability or damage from injury or loss arising out of possession or use of the chairs on Customer's Qualified Location(s).

3.3 *Disclaimer.*

(a) This warranty is void if the Equipment or any part thereof is not installed, operated and maintained in accordance with SG product literature and manuals or is operated in violation of law. In addition, this warranty is void if the defective Equipment and/or part (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation by Customer or on behalf of Customer (other than by SG), improper storage, or improper handling, (ii) has been repaired or altered by persons other than SG, or (iii) has been used with any third party software or hardware which has not been previously approved in writing by SG.

(b) IN NO EVENT SHALL SG OR ANY OF ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE OR REVENUE. THIS WARRANTY IS VOID IF THE EQUIPMENT OR ANY PART THEREOF IS NOT OPERATED AND MAINTAINED IN ACCORDANCE WITH SG PRODUCT LITERATURE AND MANUALS OR IS OPERATED IN VIOLATION OF LAW. THIS WARRANTY GRANTS SPECIFIC LEGAL RIGHTS, BUT CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR USE AND MERCHANTABILITY, AND THOSE ARISING UNDER USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. NO AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS CONCERNING SUITABILITY OF USE, PERFORMANCE, PERCENTAGE OF HOLD, OR PAR VALUE OF SG EQUIPMENT, SHALL BE DEEMED TO BE A WARRANTY OR GUARANTEE FOR ANY PURPOSE.

4. SECURITY INTEREST

SG retains and Customer grants to SG a purchase money security interest in the Equipment, together with all attachments, substitutions, renewals, increases, additions, and replacements thereof, all accessions thereto and products or proceeds thereof which constitute collateral to secure the prompt and timely payment of the purchase price and the complete performance by Customer of all of its obligations set forth herein. Customer shall execute UCC-1 forms granting a purchase money security interest in the Equipment immediately upon SG's request. The security interest shall terminate upon Customer's full payment of the purchase price. Upon the occurrence of any default hereunder, SG shall have the rights and remedies provided under the Uniform Commercial Code and all other rights and remedies available in law or equity.

5. CUSTOMER'S COVENANTS

5.1 *Insurance.* Customer will bear the risk of loss for all Equipment in the Customer's possession and shall insure and keep insured the Equipment at all times against loss by fire and other hazards, in an amount equal to the full current replacement value of the Equipment until, with respect to purchased Equipment, the purchase price is paid in full or, with respect to leased Equipment, WAP Equipment or Trial Equipment, the termination or expiration of the applicable lease term and return of the Equipment to SG. SG shall be named as Loss Payee and as an Additional Insured under said policy or policies, and said insurance may not be canceled without sixty (60) days advance written notice to SG. Upon SG's request, Customer agrees to provide SG a Certificate of Insurance evidencing said insurance coverage upon request from SG.

5.2 *Taxes.* Customer shall pay all applicable federal, state and local sales, use, property, excise, withholding or other taxes imposed on or with respect to the Equipment, except taxes levied on SG's net income. Applicable sales tax will be billed at the time of invoice.

5.3 *Authority.* The making, execution and performance by Customer of this Agreement have been duly authorized by all necessary actions and are not in conflict with Customer's governing documents. The individual

executing this Agreement on behalf of Customer has been properly authorized to execute such document.

6. REGULATORY COMPLIANCE

6.1 *License Approvals.* This Agreement is contingent on any necessary approvals and licenses from any regulatory authorities having jurisdiction over the parties or the subject matter of this Agreement. Each party shall promptly apply to the appropriate regulatory authorities for any licenses and approvals necessary for that party to perform under this Agreement, shall diligently pursue its applications and pay all associated costs and fees, and shall otherwise cooperate with any requests, inquiries, or investigations of any regulatory authorities or law enforcement agencies in connection with SG, its affiliates, or this Agreement. If any license or approval necessary for either party to perform under this Agreement is denied, suspended, or revoked, this Agreement shall be void effective the date of the denial, suspension, or revocation, provided, however, that if the denial, suspension, or revocation affects performance of the Agreement in part only, the parties may by mutual agreement continue to perform under this Agreement to the extent it is unaffected by the denial, suspension, or revocation.

6.2 *Compliance Program.* Customer acknowledges that SG, as a company operating under privileged licenses in a highly regulated industry, maintains the SG Compliance Program to protect and preserve the name, reputation, integrity, and good will of SG and its subsidiaries and affiliates through a thorough review and determination of the integrity and fitness, both initially and thereafter, of any person or company that performs work for those companies or with which those companies are otherwise associated, and to monitor compliance with the requirements established by gaming regulatory authorities in various jurisdictions around the world. Customer shall cooperate with SG and its compliance committee as reasonably requested by SG or the committee and shall provide the committee with such information as it may reasonably request.

6.3 SG takes great pride in having earned the trust of our customers and the business community in which we work. SG is committed to winning business through honest competition in the marketplace and abiding by the regulations that govern the lottery and gaming industries. If you discover events of a questionable, fraudulent or illegal nature that are, or that you believe in good faith may be, in violation of law, the guidelines set forth in SG's Code of Conduct or other policy, you will report the matter immediately the SG Business Hotline, which is available 24 hours a day, seven days a week, at 1-888-475-9507, or you may file a report on www.scientificgames.ethicspoint.com.

6.4 *Default.* It shall be an event of default if SG or its compliance committee obtains from any source information with respect to Customer or this Agreement that would, in the opinion of SG or the committee or both, jeopardize the gaming licenses, permits, or status of SG or any of its subsidiaries or affiliates with any gaming commission, board, or similar regulatory or law enforcement authority.

7. GENERAL PROVISIONS

7.1 *Compliance with Laws.* Each party shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, and orders pertaining to its rights and obligations under this Agreement at its own cost and expense. Both parties shall promptly take all measures necessary to remedy any violations of any such law, ordinance, rule, regulation, or order.

7.2 *Remedies, Costs, and Attorneys' Fees.* Any violation of this Agreement will result in irreparable injury that may not be redressable by damages. In addition to any legal remedies, the non-defaulting party shall be entitled to specific performance and any other equitable relief. If either party institutes any legal or equitable action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover, in addition to any other damages or compensation received, that party's costs, including reasonable attorneys' fees, expenses, and costs of any appeals. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right or use of any or all other remedies.

7.3 *Further Action.* Each party, at the request of the other party, shall execute all documents and take all other actions necessary to carry out the provisions and purposes of this Agreement.

7.4 *Entire Agreement.* This Agreement contains the entire agreement between the parties and supersedes all prior agreements, understandings and negotiations, whether oral or written, concerning the same subject matter. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order issued by Customer, the terms and conditions of this Agreement shall control.

7.5 *Amendment, Modification, Rescission, and Assignment.* This Agreement may not be amended, modified,

rescinded, or assigned without the prior written consent of both parties.

7.6 *Severability.* If any provision of this Agreement is unenforceable for any reason, it shall be stricken from this Agreement but shall not affect the intention of the parties or any other provision of this Agreement.

7.7 *Relationship of the Parties.* Nothing in this Agreement shall be construed so as to create any relationship of joint venture, partnership, employer/employee, agency, landlord/tenant or any similar relationship between the parties.

7.8 *Binding Effect.* This Agreement shall bind and inure to the benefit of each of the parties and their respective heirs, successors, administrators, executors, and assigns.

7.9 *No Third Party Beneficiaries.* This Agreement is made solely and specifically for the benefit of the parties hereto and their permitted successors and assigns. No other person shall have any rights, interests, claims, or benefits hereunder.

7.10 *Force Majeure.* Other than financial obligations, neither party shall be liable to the other for any delay or failure to perform any obligations set forth in this Agreement due to a force majeure event beyond its reasonable control. Performance obligations shall be extended for a period of time equivalent to the time lost because of such delay.

7.11 *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. Facsimile or electronic counterparts of this Agreement shall suffice as originals for all purposes.

7.12 *Captions, Construction, Drafting Ambiguities.* The captions in this Agreement are for convenience only and shall not be used in interpreting it. Each party has been represented (or has had the opportunity to be represented) by independent counsel of its own choosing. Any rule of construction that a document is to be construed against the drafting party shall not apply.

7.13 *Limitation of Liability.*

(a) In no event shall SG's liability for any claim related to or arising out of Equipment purchased under an order to this Agreement or the operation, design, or performance of such purchased Equipment exceed the purchase price for such Equipment on that order.

(b) In no event shall SG's liability for any claim related to or arising out of Equipment leased under an order to this Agreement or the operation, design, or performance of such leased Equipment exceed an amount equal to one (1) year's lease payments actually paid by Customer to SG for such Equipment, as described on the applicable order.

(c) IN NO EVENT SHALL SG OR ANY OF ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE OR REVENUE.

7.14 *Applicable Only to Trade-ins.* Trade-ins are EGM, ETS and Utility Equipment owned by the Customer that SG has agreed to purchase from Customer in exchange for a credit to be applied towards the prices due from Customer to SG for the purchase of Equipment. Any trade-in credit SG offers to Customer for trade-in Equipment (i) will, if applicable, be deducted from the total purchase price before any discounts are applied, and (ii) will be valid only if Customer ships the trade-in Equipment to SG or, at SG's discretion, makes the trade-in Equipment available to SG personnel at Customer's facility within thirty (30) days of receipt of the purchased Equipment or such later date as SG and Customer shall mutually agree upon.

7.15 *Agreement Approval Process.* This Agreement is contingent on all required approvals pursuant to SG's internal controls and processes and shall not be valid nor enforceable until fully executed by both parties. Notwithstanding any provision in this Agreement, SG has no obligation to accept or fill any order unless and until the order is executed by SG and Customer.

8. DISPUTE RESOLUTION

8.1 *Authority.* Customer represents that it is a tribal enterprise, instrumentality or otherwise duly formed under the laws and authority of a federally recognized Native American tribe ("Tribe") and that it is duly authorized to enter into this Agreement.

8.2 *Limited Waiver of Sovereign Immunity.* Customer hereby grants to SG a limited waiver of sovereign

immunity and consents to the jurisdiction of any court of competent jurisdiction for the sole purpose of compelling or permitting arbitration or enforcing an arbitration award as set forth herein. In no instance shall any enforcement of any kind be allowed against any Tribal assets except net unrestricted revenues of the Tribal gaming operations, and the Equipment. This limited waiver is applicable only to SG and does not apply to actions by third parties or any disputes outside of this Agreement. In no event shall an award of monetary damages under this limited waiver exceed the amount that would be available under Section 7.13 in an action or proceeding against SG with respect to the Equipment involved.

8.3 *Submission of Disputes to Binding Arbitration.* The parties agree that any and all controversies, disputes or claims of any nature arising directly or indirectly out of or in connection with this Agreement (including without limitation claims relating to the validity, performance, breach, and/or termination of this Agreement) shall be submitted to binding arbitration for final resolution. The arbitration shall follow the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) or other mutually agreed-upon procedures and shall be conducted in a mutually agreeable location.

8.4 *Enforcement/Compelling Arbitration.* The parties agree that enforcement of any arbitration award, as well as any action to permit or compel arbitration, may be brought in federal or state court. If either federal or state court decline jurisdiction, then such action may be brought in Tribal Court. Customer waives any requirement concerning the exhaustion of Tribal Court remedies.

8.5 *Choice of Law.* The parties choose and adopt Washington law as governing law of this Agreement, including applicable provisions of the Washington Uniform Commercial Code. With respect to any action to review or to enforce any arbitration award, the parties agree that the standards and provisions of the Federal Arbitration Act shall apply.

8.6 *Service of Process.* Service of process may be made by any means authorized by the laws or rules of the Washington State or Federal courts. Service on Customer must be made on the Tribe's Legal Department at 3711 SE Old Olympic Hwy, Kamilche, WA 98584.

8.7 *Access.* Customer agrees that continuing access to the Equipment is granted to SG and its agents, employees, and representatives, at all times, to the extent necessary to perform under this Agreement and to enforce all remedies under this Agreement, including removal of the Equipment.

8.8 *No Management Contract.* The parties agree and represent that this Agreement in no way provides or purports to provide to SG any management authority or control over the Tribal gaming operations that would require review and approval of this Agreement by the National Indian Gaming Commission (“NIGC”). To the extent the NIGC determines that this agreement does constitute a Management Contract, the parties agree to cooperate in revising and modifying this Agreement to the extent necessary so that NIGC approval pursuant to 25 U.S.C. Section 2701 et seq. is no longer required. If SG so requests, the parties agree to jointly submit this Agreement in a timely fashion to the NIGC so that the NIGC may conduct its review and determine whether or not the Agreement does, in fact, constitute a Management Contract.

8.9 *No Proprietary Interest.* The parties agree that this Agreement is not intended to convey or provide in any way a proprietary interest in the Tribal gaming operations.

8.10 *Compliance with Tribal Law.* Customer represents that acceptance of the Agreement and the Agreement’s terms and conditions complies with the Tribe’s laws, rules, and ordinances and any regulations promulgated thereunder.

8.11 *Conflict.* In the event of any conflict between the provisions of this Dispute Resolution and the General Terms and Conditions, the terms and conditions of the Dispute Resolution shall control.

SG Gaming, Inc. ("Supplier")
 6601 Bermuda Rd.
 Las Vegas, NV 89119
 Tel. 702.532.7700
 Fax. 702.532.7633

Order	
Customer	
Customer Number	
Order Date	
Order Number	
Order Type	
Payment Terms	
Sales Rep	
Sales Rep email	
Sales Rep Phone	
Shipping Terms	
Currency Code	

Bill To	Ship To

Product Information

Quantity	Product	Description		Unit Price	Total Price
----------	---------	-------------	--	------------	-------------

Total

Pricing

	SUBTOTAL	
	FREIGHT	
	TAX	
	TOTAL PURCHASE PRICE	

*Discounts apply to machine unit price only.
 This order is subject to the terms and conditions attached as Exhibit A.

Exhibit A

Terms and Conditions

i. Master Agreement

i.a)

This order is subject to all of the terms and conditions set forth herein and the Master Agreement, between Customer and Supplier (the "Master Agreement"), the terms of which are hereby incorporated herein by reference. To the extent the terms of this order are missing or are in conflict with the terms of the Master Agreement, the Master Agreement will govern the rights and obligations of the parties. None of the terms and conditions contained in this order may be added to, modified, superseded, or otherwise altered except by a written instrument signed by both parties. A facsimile copy or electronic version of a signature on this order shall be deemed an original.

Supplier	
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**MASTER AGREEMENT
EXHIBIT B
WIDE AREA NETWORK SERVICES ADDENDUM (“WAP”)**

1. Installation, operation, and maintenance of System and Equipment. SG shall supply, install, and service the computer monitoring equipment, progressive meters and related signs, seats and stands (if applicable), certain SG slot machines (the “Devices”), and other components necessary for the Devices to operate as part of the a central computer system, communications equipment, progressive jackpot accounting and collection, and related equipment enabling linking of slot machines in casinos throughout Native American lands (the “System”; collectively, with the Devices, the “Equipment”) at the Qualified Location(s), which Equipment is described on an applicable Order executed by the parties, and maintain it in good order at all times and at its sole expense and may enter the Qualified Location(s) at any reasonable time to do so. The Equipment shall be installed on the main gaming floor in positions mutually agreed on by the parties, and Customer shall not relocate the Equipment without SG’s prior consent. The number, type, and denominations of the Devices shall be determined by SG in consultation with Customer, subject to any necessary regulatory approvals, provided that Customer agrees to the operation of no fewer than the number of Devices described on the applicable Order at the Qualified Location(s) throughout the term of this Agreement and the applicable Order. SG shall be responsible at its sole expense for maintenance and operation of SG’s computerized monitoring system comprised of the System, advertising and other promotion of the System, the payment of all license fees relating to the use of the name “System Link” and, except as otherwise provided in this Agreement, all other expenses relating to operation of the System and the Equipment.

2. Participation. Customer shall receive 100 percent of the Net Win from the Devices. SG shall receive weekly from Customer the percent of the Gross Handle as described on the applicable Order. Net Win and Gross Handle shall be determined weekly. SG, in its sole discretion, may from time to time require that its representative be present at such counts. SG shall submit an invoice for the SG Participation Amount to Customer, and Customer shall immediately pay SG the amount invoiced. In addition to any other remedies available to SG, any such amount not received by SG within ten days after Customer has received the invoice shall accrue interest at the rate of 1.5 percent of the outstanding balance, compounded as to principal and interest monthly, until paid in full. As used in this paragraph:

a. “SG Participation Amount” means the percent of the Gross Handle described on the applicable Order.

b. “Gross Handle” means the total amount of money played in the Devices at the Qualified Location(s).

c. “Net Win” means the money and tokens removed from the Devices’ drop boxes (the “drop”) minus (i) the sum of the money and tokens put in the Devices by Customer (“fills”), (ii) the amount of jackpots hand paid by Customer, and (iii) the SG Participation Amount.

3. Paid jackpots. SG shall pay at its sole expense the top progressive jackpot offered by the System, the base amount of which shall be the amount authorized and approved by the applicable gaming authorities. Customer shall pay at its sole expense all other jackpots and other amounts won by players of the Devices at the Qualified Location(s). On an apparent win of the top progressive prize on a Device at the Qualified Location(s), Customer shall place appropriate security to prevent further play of the Device, notify SG, and prohibit any opening, power shutdown, or other handling of the Device until a representative of SG is present. Verification of the win shall be conducted by SG and Customer. Only on full verification of the validity of the win and of the correct progressive jackpot amount shall payment of the prize be initiated. If ordered by a final determination of the gaming authorities or a court of competent jurisdiction to pay a disputed jackpot, such jackpot shall be conclusively deemed a bona fide win for purposes of this Agreement.

4. Ownership of the Equipment; modifications. The Equipment shall at all times remain SG’s sole property and shall not be subject to ownership or encumbrances by Customer or any other person and shall be returned to SG at the expiration or other termination of this Agreement in the same condition in which it was delivered except for reasonable wear and tear. If Customer breaches this Agreement, ceases doing business, or loses any license necessary to operate the Business, SG may enter the Qualified Location(s) and remove the Devices in addition to enforcing any other lawful remedy. SG may at any time and in its sole discretion modify the System and Equipment, including but not limited to glass modifications, artwork modifications, change of machines, or modification of the reel strips of the Devices to improve the payout odds to the gaming public. As to lessening such odds, however, SG may, in its sole discretion, modify the reel strips to increase the probable size of the jackpot at the time of the probable win only upon a win of the top progressive prize then displayed to the public, or at any time on approval of the applicable gaming

authorities. SG may also, in its sole discretion, provide the content, layout, placement, and other aspects of advertisements of the product. Customer acknowledges and agrees that the payout odds are considered confidential and not subject to public disclosure. Therefore, Customer agrees that it will make no such public disclosure of the payout odds except with SG's express written authorization or as required by applicable law.

5. Customer's responsibilities. In addition to any other responsibilities assigned to Customer under this Agreement:

a. Customer shall be responsible for keeping the Equipment and the area around it clean and neat, clearing coin jams, replacing fuses, light bulbs, and standard coin acceptors, and for making all fills to the Devices, including but not limited to the initial hopper loads. Customer shall immediately notify SG of any problems with the Equipment that require maintenance by SG under this Agreement.

b. Customer shall provide such facilities as may be necessary to make change for use in the Devices. At all times the Devices are available for play by the public, Customer shall provide an adult, holding any necessary work card, near the Devices to supervise them and to keep minors from playing or loitering about the Devices.

c. Customer shall be responsible for all utility charges, property taxes, rent, or similar charges incurred by Customer, whether or not the charges or any portion of them are attributable to the operation of the Equipment.

d. Customer shall ensure compliance with any statutory or regulatory requirements pertaining to public disclosure of progressive jackpot systems including but not limited to disclosures relating to multi-denomination systems and periodic payment of jackpots. Customer shall provide, establish, and maintain appropriate machine surveillance and exterior security as required by the applicable gaming authorities of all of the Equipment on the Qualified Location(s). Customer shall abide by such security and internal control measures as SG or the applicable gaming authorities may require or establish in relation to the System, including but not limited to applicable gaming regulations and minimum internal control standards.

e. Customer shall not connect any external communication equipment (e.g., player tracking, data collection) to the Devices or other Equipment without SG's approval.

6. Commencement; termination. SG shall install the Devices promptly after all regulatory approvals and licenses necessary for SG to install and operate the Devices on the Qualified Location(s) have been obtained. This Agreement shall continue until either party, for any reason whatsoever, notifies the other at least ten days in advance of its intent to terminate *and* the top progressive prize then displayed to the public is won, unless an earlier termination is authorized by the applicable gaming authorities. Following such termination, SG shall timely remove the equipment from the Qualified Location(s) of Customer. The money collected or then due from the Customer's Devices shall be irrevocably and conclusively deemed conveyed to SG for use as specified herein and shall not be returned to Customer. If such termination is part of a termination of the entire System as to all participating casinos, the Equipment shall be turned off immediately upon the win of the top progressive prize or at such time as authorized by the applicable gaming authorities. In addition, SG may require Customer at any time to remove any Devices that, in SG's sole discretion, do not generate sufficient performance to be profitable.

7. Licensing; taxes and fees. Each party shall promptly apply to the appropriate regulatory authorities for any licenses and approvals necessary for that party to perform under this Agreement, and shall diligently pursue its applications and pay all costs and fees incurred in connection therewith. All taxes and fees relating to the operation of the Devices, of any kind or nature whatsoever, except as provided herein, and taxes and fees relating solely to the licensing of SG and federal income taxes on SG's income, shall be the sole responsibility of and timely paid by Customer.

8. License to use trademarks and tradenames. Neither party shall use the other party's marks or trade names for any purpose (except to the extent SG's System Link mark is incorporated in Devices and other Equipment furnished by SG under this Agreement) without obtaining such other party's advance written approval which shall not be unreasonably withheld. Nothing in this Agreement shall be construed or interpreted to grant or assign to either party any right, title, or interest in any trademark, trade name, or other intellectual property.

9. Disclaimer of warranties. SG SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE, OR PROSPECTIVE PROFITS RESULTING FROM OPERATION OF OR MALFUNCTION OF THE EQUIPMENT, BUT SHALL RESTORE THE EQUIPMENT TO GOOD OPERATING CONDITION. ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND NO GUARANTY IS MADE AS TO EQUIPMENT FOR ANY GIVEN PERIOD.

**MASTER AGREEMENT
EXHIBIT C
EXISTING EQUIPMENT**

Serial Number	Platform	Title
102055	DM-P	DM SHUFFLER
102088	DM-P	DM SHUFFLER
103171	DM-P	DM SHUFFLER
108185	DECKMATE-1	DECKMATE POKER
211649	MD2299	MD SHUFFLER
211650	MD2299	MD SHUFFLER
211652	MD2299	MD SHUFFLER
211657	MD2299	MD SHUFFLER
401121	AA1331	I-DEAL SHUFFLER
401122	AA1331	I-DEAL SHUFFLER
401310	AA1331	I-DEAL SHUFFLER
401317	AA1331	I-DEAL SHUFFLER
401337	AA1331	I-DEAL SHUFFLER
401724	IDEAL-1	Not Specified
403694	IDEAL-1	Not Specified
FK20078917	TECH ART	TECHART READER
FK20078918	TECH ART	TECHART READER
FK20078919	TECH ART	TECHART READER
FK20078920	TECH ART	TECHART READER
FK20078921	TECH ART	TECHART READER
FK20078922	TECH ART	TECHART READER
FK20078923	TECH ART	TECHART READER
B140707843	IDEAL-1	Not Specified
B141219813	PRO WAVE	88 FORTUNES
B141219814	PRO WAVE	88 FORTUNES
B141219815	PRO WAVE	88 FORTUNES
B141219816	PRO WAVE	88 FORTUNES
B141219817	PRO WAVE	88 FORTUNES
B151248759	PRO WAVE	5 TREASURES
B151248760	PRO WAVE	5 TREASURES
B151248761	PRO WAVE	5 TREASURES
B161080842	IDEALHL-R	I-DEAL SHUFFLER
5188676	TWINSTAR	MONEY LINK
5188677	TWINSTAR	MONEY LINK
5188693	TWINSTAR	MONEY LINK
5188694	TWINSTAR	MONEY LINK
5188695	TWINSTAR	MONEY LINK
5188696	TWINSTAR	MONEY LINK












Resolution

Final Audit Report

2021-09-22

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By:	Melissa Puhn (mpuhn@squaxin.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARHPr0lZBmzdsTnEpisRb9Wjvpa56FWDe

"Resolution" History

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-  Document emailed to Kristopher K. Peters (kpeters@squaxin.us) for signature
2021-09-22 - 4:11:55 PM GMT
-  Email viewed by Kristopher K. Peters (kpeters@squaxin.us)
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-  Document e-signed by Charlene Krise (ckrise@squaxin.us)
Signature Date: 2021-09-22 - 5:27:31 PM GMT - Time Source: server- IP address: 216.235.106.129
-  Agreement completed.
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