



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 14-85

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 the governmental services provided by the Tribe; and

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

**WHEREAS**, Casino staff have negotiated the terms of an agreement with IGT for the purchase of gaming devices and/or equipment on terms agreeable to the Casino, which terms include a limited waiver of sovereign immunity;

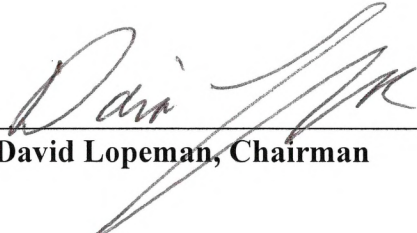
**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council authorizes the Little Creek Casino Resort to enter into the attached Financing and Security Agreement (the "Agreement") with IGT.

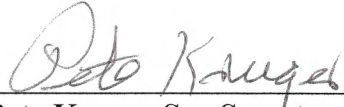
**NOW THEREFORE BE IT FURTHER RESOLVED**, the Tribal Council specifically limits its waiver of sovereign immunity for the purposes of this Contract to those limited waivers as stated in the attached documents; and

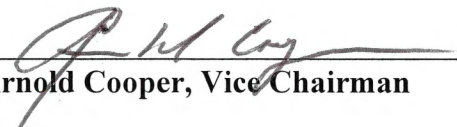
**NOW THEREFORE BE IT FINALLY RESOLVED**, that the Tribal Council hereby authorizes Michael Starr, Casino CEO to do any and all accounts necessary to effect execution of the Contract.

### 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 11<sup>th</sup> day of December, 2014, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.

  
\_\_\_\_\_  
David Lopeman, Chairman

Attested by:   
\_\_\_\_\_  
Pete Kruger Sr., Secretary

  
\_\_\_\_\_  
Arnold Cooper, Vice Chairman



9295 Prototype Drive  
Reno, NV 89521

**Order Number:** 920968  
**Order Date:** 11/21/2014  
**Account Manager:** Mark Chan  
**Order Type:** CDS Gaming  
**INCO Terms:** FOB Destination  
**Billing Terms:** Contract  
**Customer PO:**  
**Carrier:**  
**Page 1 of 2**  
**Print Date & Time:** 12/02/2014 10:25:34

**Customer:**

Squaxin Island Tribe of the Squaxin  
Island Reservation, Washington  
Little Creek Casino  
91 W State Route 108  
Shelton WA 98584-9270

Qty	Description	Unit Price	Disc (%/\$)	Gross Extended Price	Extended Discount	Net Extended Price
30	<b>G23 GAME KING AVP V2</b>	17,499.00	24.000%	524,970.00	125,992.80-	398,977.20
30	<b>Theme</b>	2,995.00	24.000%	89,850.00	21,564.00-	68,286.00
30				614,820.00	147,556.80-	467,263.20
30	<b>Machine Total</b>					614,820.00
	<b>Other Totals</b>					0.00
	<b>Gross Totals</b>					614,820.00
	<b>Discount Total</b>					147,556.80-
	<b>Shipping Charges</b>					3,300.00
	<b>Subtotal</b>					470,563.20
	<b>Subtotal Non-Taxable</b>			470,563.20		
	<b>Subtotal Taxable</b>				0.00	
	<b>Tax</b>					0.00
	<b>Total USD</b>					470,563.20

**Order Comments**

TERMS: 12 EQUAL MONTHLY PAYMENT AT ZERO INTEREST

\*\*

**Contract Agreement:**

Customer may, in its sole discretion, convert one or more AVP or ASCENT game theme(s) or conversion(s) purchased or placed pursuant to this order one time within 180 days after invoice date of the AVP or ASCENT game or conversion identified herein. Such conversions shall be at no cost to Customer provided each conversion is of equal or lesser value to the original game theme; if not, Customer may purchase such conversion by paying the difference in price. Each "Conversion" shall consist of the game software only for a game theme offered by IGT. This offer does not include multigame bundles or participation games.

As a condition of converting the game theme, the customer must return the original licensed dongle. If IGT does not receive the original license dongle within 60 days of shipping the conversion, Customer will be invoiced for the Conversion. The customer is entitled to one Conversion per machine listed in this order.

The original game may not be used in another one of Customer's gaming devices and may not be resold, licensed or used or left in a condition capable of being used or copied by a third party. Conversions may not be used to convert Customer's preexisting machines that were not



9295 Prototype Drive  
Reno, NV 89521

Order Number: 920968  
 Order Date: 11/21/2014  
 Account Manager: Mark Chan  
 Order Type: CDS Gaming  
 INCO Terms: FOB Destination  
 Billing Terms: Contract  
 Customer PO:  
 Carrier:  
 Page 2 of 2  
 Print Date & Time: 12/02/2014 10:25:34

**Customer:**

Squaxin Island Tribe of the Squaxin  
 Island Reservation, Washington  
 Little Creek Casino  
 91 W State Route 108  
 Shelton WA 98584-9270

Qty	Description	Unit Price	Disc (%/\$)	Gross Extended Price	Extended Discount	Net Extended Price
-----	-------------	------------	-------------	----------------------	-------------------	--------------------

purchased or placed pursuant to this order. All Conversions shall be offered in the sole discretion of IGT and subject to all applicable regulatory approvals. Customer shall be solely responsible for any and all shipping costs, applicable taxes, memory upgrades, daily fees, royalty fees and third party license fees. Any applicable royalties or license fees shall be due and payable by Customer prior to the delivery and installation of any Conversion. Failure to return the original dongle shall be a violation of the parties' license for the Conversion and for the original game, and any use of the original game by Customer or any third party after receipt of the Conversion shall also be considered a breach of the parties' license agreements for the Conversion and for the original game and shall constitute infringement of all applicable intellectual property rights of IGT, including without limitation, all copyright rights in the original game and Conversion. Customer shall not be relieved of any of its license obligations or conditions and shall be held strictly liable for any illegal or unauthorized use the original game's theme glass, software, and inserts, as applicable.

\*\*

For the Sale of Machines and Equipment:

The new or used equipment sold pursuant to this order is governed by the general terms and conditions reflected in the Equipment Standard Terms and Conditions Agreement dated January 15, 2013 which are incorporated herein by reference.

\*\*

Location has entered into a Central Determination Server System Lease Agreement (the Agreement) for the central determination server system and related equipment. Except as modified by this Sales Order all other terms and conditions in the Agreement, shall remain in full force and effect and are hereby ratified and affirmed.

\*\*

Bill Acceptor: Upstacker MEI SCN Advance  
 Bill Acceptor Manufacturer: MARS  
 Cabinet Color (Paint): Midnight Black Wrinkle  
 Manufacturer of Printer: Future Logic Gen 3 (USB/NTPLX)  
 Player Tracking: Non Vendor Specific/No PT  
 \*\*NO TOPPERS\*\*

Parties hereto agree that the execution of a facsimile of this order shall have the same force and effect as an executed original and shall be binding upon the parties hereto. Each party may rely upon an electronic or facsimile signature of the other.

By signature below, I hereby acknowledge my understanding of the terms and conditions as set forth on the attached sheets or as signed previously.

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized IGT signature

\_\_\_\_\_  
Date

## FINANCING AND SECURITY AGREEMENT

This Agreement is made and entered into by and between IGT, 6355 South Buffalo Drive, Las Vegas, Nevada 89113 (hereinafter "IGT" or "Lender"), and Little Creek Casino, an unincorporated, wholly owned enterprise of the Squaxin Island Tribe, located on the Squaxin Island Reservation, Washington, 91 W State Route 108, Shelton, Washington 98584-9270 (hereinafter "Borrower"), for the financing of certain IGT gaming devices and/or related equipment (collectively the "Equipment") more fully described in the agreements listed below (collectively referred to as the "Equipment Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Equipment Agreement.

The Equipment Agreement consists of the following: Sales Order 920968

The parties acknowledge and agree that this Agreement is solely for commercial or business purposes.

Notwithstanding any other provision in this Agreement, this Agreement and all of the terms, conditions, and obligations of this Agreement are contingent upon any necessary governmental authority, approving and implementing the approval for the Equipment and for IGT to sell, license and ship Equipment to the property and for the Borrower to possess and use the Equipment.

### A. Payment Terms.

1. Lender and Borrower hereby agree to the financing of the purchase and/or license of the Equipment under the terms specified in the agreements listed above and in this Agreement. The total finance amount for the Equipment is Four Hundred Seventy Thousand Five Hundred Sixty-Three Dollars and Twenty Cents (\$470,563.20) plus applicable taxes (the "Finance Amount"). Borrower promises to pay Lender said Finance Amount payable by Borrower at IGT, 9295 Prototype Drive, Reno, Nevada 89521, or such other place as Lender may designate, in twelve (12) consecutive monthly payments of \$39,213.60 commencing thirty (30) days from the date of delivery and continuing on the same day of each month thereafter. The entire remaining balance, if not sooner paid, shall be due and payable no later than the expiration of twelve (12) months from the date of delivery (the "Term Date"). Borrower may prepay the outstanding principal balance in whole or in part at any time without penalty, upon 15 days written notice to Lender.

In addition to the monthly finance amount as stated above, Borrower shall pay the Server Access Fee for Non-MegaJackpots Game Themes as identified in the Central Determination Server System Lease Agreement dated June 1, 2009.

2. In addition to the payments referred to above, Borrower agrees that it will pay Lender a late charge equal to five percent (5%) of the amount past due, per month, for any payment not received in full by Lender on its due date.

3. Borrower hereby grants Lender a first priority purchase money security interest and Lender hereby retains a first priority purchase money security interest in the Equipment. Borrower further agrees to provide information and execute any and all documents necessary to file and perfect and keep current that interest. For that purpose, this Agreement is a security agreement and Borrower hereby agrees that Lender's interest is the first lien against the Equipment and that the

favorable payment terms herein allowed and enabled Borrower to purchase the Equipment from Lender. Borrower also agrees to inform any of its other creditors of said agreement, title, and ownership of the Equipment and this security agreement in the event that any such creditor might consider the Equipment as additional security for any other loan or agreement.

The Borrower agrees to promptly execute and deliver all further instruments and documents, and take all further action that may be necessary, or that Lender may reasonably request, to perfect and protect the security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any Equipment (but any failure to request or assure that the Borrower execute and deliver such instrument or documents or to take such action shall not affect or impair the validity, sufficiency or enforceability of this Agreement and the security interest, regardless of whether any such item was or was not executed and delivered or action taken in a similar context or on a prior occasion).

The Borrower hereby authorizes Lender to file one or more financing statements or continuation statements in respect thereof, and amendments thereto, relating to all or any part of the Equipment without the signature of the Borrower where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Equipment or any part thereof shall be sufficient as a financing statement where permitted by law. If a signature is required by law, then the Borrower appoints Lender as the Borrower's attorney-in-fact to execute any such financing statements.

4. The Equipment which is the subject of this Agreement shall at all times remain personal property and shall not be considered as fixtures or trade fixtures, notwithstanding that any such personal property may become attached to or permanently rest upon real property.

5. Borrower agrees to not permit or cause any liens or encumbrances of any nature, including judgments and material men's or mechanic's liens, to be attached to the Equipment. Borrower shall indemnify, save, and hold harmless Lender from all liens or lien claims imposed upon the Equipment and Borrower shall further indemnify, save, and hold harmless Lender from all loss, cost, damage, or expense arising out of such liens or claims imposed on the Equipment.

6. Borrower shall provide for any and all registration and licensing of the Equipment and shall comply with all gaming laws, compacts, ordinances, rules, and regulations. Borrower shall immediately submit this Agreement for any and all necessary reviews, consents, and approvals in order to be in full compliance with all applicable laws. Borrower shall, at all times, use the Equipment in a careful and proper manner, and shall comply with all laws, rules, and regulations prescribed by governmental authority for the possession, use, operation, registration, and licensing of the Equipment and their business, and with the manufacturer's instructions relating to the possession, use, maintenance, repair, and operation of the Equipment. Borrower shall pay and have sole responsibility, without right of reimbursement from Lender, for all costs, licensing fees, taxes (including but not limited to sales and use tax), assessments, charges, registration fees, and any other cost, fee, or charge which may be applicable to the purchase, license, ownership, possession, operation, or use of the Equipment. Borrower shall furnish Lender satisfactory proof upon request that such payments have been made before the same become delinquent. At all times while this Agreement is in full force, the parties, as may be necessary for each of them, shall maintain the required licenses pertaining to the rules and regulations for gaming on the premises of Borrower.

7. For so long as Lender shall hold a security interest in the Equipment; (1) Borrower agrees to not make any alterations to the Equipment or move any of it from the Casino Location, without the prior written consent of Lender; and (2) Lender shall have the right at any time during normal business hours to enter upon the premises where the Equipment is located for the specific purpose of inspecting its collateral or observing its use, maintenance, and operation.

B. Risk of Loss or Damage

1. From and after date of shipment, Borrower hereby assumes and shall bear the entire risk of loss and damage to the Equipment financed herein from any and every cause whatsoever. No loss or damage shall impair, alter, or change any obligations, including payment obligations, of Borrower under this Agreement.

2. Borrower shall keep the Equipment insured against all risk of loss, including without limitation, theft, fire, wind, hail, vandalism, malicious mischief, and all the elements, and such insurance shall be in an amount not less than the balance remaining to be paid under this contract. Such insurance shall also name Lender as a Loss Payee as Lender's interest appears, but not less than the remaining unpaid balance under this Agreement. A copy of said policy and proof of premium payments shall be provided to Lender at the following address: IGT, 9295 Prototype Drive, Reno, NV 89521-8986, Attn: Risk Management. Lender has the right, but not the obligation, to make any premium payment not timely made by Borrower and to add the cost thereof to any remaining balance owed by Borrower to Lender under this Agreement.

3. Borrower shall obtain and maintain at all times during the term of this Agreement, at Borrower's expense, bodily injury and property damage liability coverage in the minimum amount of Two Million Dollars (\$2,000,000) protecting Borrower against all bodily injury and property damage claims which may arise as a result of the Borrower's use and operation of the personal property sold herein. The Borrower shall deliver proof to Lender of the obtaining and maintaining of such insurance and payment of premiums to Lender at the following address: IGT, 9295 Prototype Drive, Reno, NV 89521-8986, Attn: Risk Management.

C. Default

1. Borrower shall be deemed in "Default" under this Agreement upon the occurrence of any one of the following: (i) Borrower fails or neglects to comply with any term or condition of this Agreement or to make any payment provided for herein when due or payable; (ii) any representation or statement made or furnished to Lender by Borrower in any financial or credit statement or application for credit made prior to this Agreement, proves to have been incorrect in any material respect when made or furnished; (iii) any proceeding in bankruptcy, insolvency, receivership, reorganization, or assignment for the benefit of creditors be instituted by or against Borrower, or the property or business of Borrower is in any way liquidated or dissolved, or the Equipment or any part thereof is in danger of loss, seizure, misuse, or confiscation; (iv) expiration or revocation of any gaming license of Borrower; (v) the sale, conveyance, assignment, transfer or other disposition or divestiture of Borrower's interest in the Equipment; (vi) any attempt to assign this Agreement or the Equipment Agreements without the prior written consent of Lender; (vii) termination of the Equipment Agreements as a result of a breach by Borrower.

2. In the event of Default, the entire balance of any financial obligations then owing by Borrower to Lender shall, at the option of Lender, without notice, be immediately due and payable, together with all Lender's costs and expenses and including its reasonable attorneys' fees, and including any attachments, improvements, or accessories thereto, without demand or further notice and without legal process. In furtherance thereof, Borrower shall, if Lender so requests, assemble the Equipment which is the subject of this Agreement and make it available to Lender at a reasonably convenient place designated by Lender. Lender shall have the right and Borrower hereby authorizes and empowers Lender to enter upon the premises wherever said Equipment may be and remove the same. Any such taking of possession shall not constitute a termination of this Agreement, and Borrower hereby waives all claims for damages which may be caused by such reentry and taking possession of the Equipment, and Borrower shall save and hold harmless Lender from any costs, loss, or damages occasioned to Borrower thereby, and no such reentry or repossession shall be considered or construed to be a forcible entry or repossession.

3. It is specifically agreed and understood between the parties hereto that no waiver by Lender, its successors or assigns, of any default shall operate as a waiver of any other default or of the same default on a future occasion. The provisions of this Section C shall not limit but shall be in addition to any and all other remedies or rights available.

4. In the event of Default, Borrower shall provide, upon Lender's reasonable request, interim or fiscal year-end financial statements of Borrower at any time during the term of this Agreement. Such financial statements shall, without limitation, include internal financial statements as well as financial statements furnished to any institutional lender providing credit to Borrower. Lender shall treat all information received from Borrower under this Subsection (C)(4) as strictly confidential. Lender shall (i) restrict disclosure of said information to its employees and agents solely on a "need to know" basis; (ii) advise such employees and agents of its confidentiality obligations under this Subsection; (iii) use the same degree of care to safeguard said information as it would its own confidential information; and (iv) notify Borrower of any unauthorized use or disclosure of said information as soon as possible. Disclosure of said information is authorized in the event disclosure is required by law in response to a valid order of a court or other governmental body, so long as Lender has provided written notice to Borrower and made a reasonable effort to obtain a protective order limiting the use of the information to the purposes identified in the order.

#### D. Default Interest

1. All sums advanced and all expenses incurred by Lender pursuant to this Agreement which are not paid when due shall bear interest at the Default Rate until paid in full.

2. The Default Rate shall be 1.5% per month, which is 18% per annum.

3. Notwithstanding anything to the contrary contained herein, under no circumstances shall the aggregate amount paid or agreed to be paid hereunder exceed the highest lawful rate permitted under applicable usury law and the payment obligations of Borrower under this Agreement are hereby limited accordingly.

#### E. Litigation; Indemnity



(a) Litigation Representation. Except as set forth on Exhibit A, there are no actions, suits or proceedings pending or, to the Borrower's knowledge, threatened against the Borrower or the properties of the Borrower before any court or governmental authority, domestic or foreign, (i) which the Borrower could reasonably be expected to have a material adverse effect on either Borrower's ability to perform its obligations under this Agreement or Lender's ability to enforce the obligations of Borrower under this Agreement, or (ii) that relates to this Agreement, or any transaction contemplated hereby. There has not been any submission or call for a vote of the Tribal Council on any ordinance, resolution or other matter pertaining to or inconsistent with this Agreement.

(b) Indemnification. The Borrower shall indemnify, defend, and hold Lender and its successors and assigns, agents, directors, officers, employees and affiliates (each, an "Indemnified Person") harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties and damages, and all reasonable fees and disbursements of attorneys, experts and consultants (a) in connection with or as a result of or related to the execution, delivery, enforcement, performance, or administration of this Agreement, or the transactions contemplated hereby and (b) with respect to any investigation, litigation, or proceeding related to this Agreement, or the use of the proceeds of the credit provided hereunder (irrespective of whether any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto (all the foregoing, collectively, the "Indemnified Liabilities"), except to the extent such Indemnified Liabilities result from the negligence, breach, or misconduct of any of the Indemnified Persons. Lender shall indemnify and hold Borrower harmless from all Indemnified Liabilities resulting from the negligence, breach, or misconduct of any of the Indemnified Persons. This provision shall survive the termination of this Agreement.

## F. General Provisions

### 1. Dispute Resolution.

(i) The parties agree that binding arbitration shall be the exclusive remedy for all disputes, controversies and claims arising out of this Agreement. The parties intend that such arbitration shall provide final and binding resolution of any dispute, controversy or claim, and that action in any other forum shall be brought only if necessary to compel arbitration, or to enforce an arbitration award or order.

(ii) Each party agrees that it will negotiate in good faith to try to reach an amicable resolution of any dispute arising from this Agreement. If Borrower and Lender are unable to negotiate an amicable resolution of a dispute within fourteen (14) days from the date of notice of the dispute made pursuant to the notice section of this Agreement, or such other period as the parties mutually agree in writing, either party may refer the matter to arbitration as provided herein.

(iii) In the event the informal dispute methods under Subsection (F)(1)(ii) are unsuccessful, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by arbitration in the State of Washington, before three arbitrators. In the event informal dispute methods are

unsuccessful, the arbitration outlined in this Subsection shall be the exclusive dispute resolution method utilized by the parties and such arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrators may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrators and the reasonable attorneys' fees of the prevailing party.

(iv) Choice of Law. In determining any matter the arbitrators shall apply the terms of this Agreement, without adding to, modifying or changing the terms in any respect, and shall apply federal and Washington State law.

(v) Place of Hearing. All arbitration hearings shall be held at a place designated by the arbitrators in Mason County, State of Washington.

(vi) Confidentiality. The parties and the arbitrators shall maintain strict confidentiality with respect to arbitration.

## 2. Arbitration Enforcement.

(i) Notwithstanding any provision to the contrary, no waiver of sovereign immunity, express or implied, is contained in this Agreement, except as specifically provided in this Subsection (F)(2). Borrower expressly and irrevocably waives its immunity from suit solely as provided for and limited by this Subsection (F)(2). This waiver is granted solely in favor of Lender or its successor. This waiver is limited to the Borrower's consent to all arbitration proceedings, and actions to compel arbitration and to enforce any awards or orders issuing from such arbitration proceedings which are sought solely in United States District Court for the District of Washington and any federal court having appellate jurisdiction over said court, provided that if the United States District Court of Washington finds that it lacks jurisdiction, Borrower consents to such actions in the Washington State Court system. The arbitrators shall not have the power to award punitive damages. The Borrower agrees that arbitration shall be the exclusive formal dispute resolution method and Borrower hereby expressly and irrevocably waives any application of the exhaustion of tribal remedies or abstention doctrine and any other law, rule, regulation or interpretation that might otherwise require, as a matter of law or comity, that resolution of such suit or legal process be heard first in a tribal court of the Borrower.

(ii) Limitation of Actions. This limited waiver is specifically limited to the following actions and judicial remedies:

- (a) The enforcement of an arbitrator's award of injunctive relief or money damages provided that the waiver does not extend beyond the assets specified in Subsection (c) below, and provided that monetary damages do not exceed the unpaid balance of the scheduled payments under Section (A)(1), plus interest, plus reasonable attorneys' fees, if applicable. No arbitrator or court shall have the authority or jurisdiction to order execution against any assets or revenues of Borrower except as provided in this Section or to award any punitive damages against the Borrower.
- (b) An action to compel or enforce arbitration or arbitration awards or orders.
- (c) Damages awarded against Borrower shall be satisfied solely from the net

unrestricted revenues of Borrower derived from or used in connection with its gaming operations. In no instance shall any enforcement of any kind whatsoever be allowed against any assets of the Borrower other than those specified in this subsection.

3. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Borrower shall not assign this Agreement without Lender's prior written consent. Borrower shall not assign, transfer, sell, or encumber any interest in the Equipment without Lender's prior written consent.

4. If any provision of this Agreement is found to be prohibited by law and invalid, or for any other reason if any provision is held to be unenforceable, in whole or in part, such provision shall be ineffective to the extent of the prohibition or unenforceability without invalidating or having any other adverse effect upon any other provision of this Agreement.

5. Time is of the essence in this Agreement and this Agreement constitutes the entire agreement between the parties with respect to the financing of the Equipment and may not be amended except in writing signed by both parties hereto. There are no other written or oral agreements, representations, or understandings of any kind and the entire Agreement with respect to the financing of the Equipment is contained within this document and the exhibits attached hereto and incorporated herein.

6. All notices and inquiries required or permitted to be given by any provision of this Agreement must be in writing and shall be deemed to be given: (i) two (2) days after deposit with a nationally recognized overnight delivery service, delivery charges prepaid; (ii) upon the date of receipt of written confirmation that the notice was transmitted by electronic facsimile device; (iii) five (5) days after deposit with the U.S. Post Office (certified or registered mail, postage prepaid, return receipt requested); or (iv) when delivered by hand, addressed to: (1) IGT, 6355 South Buffalo Drive, Las Vegas, Nevada 89113, Attn: Kate Pearlman, Vice President Investor Relations and Treasury, Fax No. 702-669-7038; with copy to IGT, 6355 South Buffalo Drive, Las Vegas, Nevada 89113, Attention: General Counsel, Fax No. 775-448-0120 and (2) Borrower at the address listed above. Any party may from time to time specify a different address by notice to the other party.

7. As businesses involved in the gaming industry, Lender, Borrower, and their affiliates conduct business in a highly regulated industry under privileged licenses issued by gaming regulatory authorities both domestic and international. Both parties maintain compliance programs that have been established to protect and preserve the name, reputation, integrity, and good will of Lender, Borrower, and their affiliates and to monitor compliance with the requirements established by gaming regulatory authorities in various jurisdictions around the world. Performance of this Agreement is contingent upon both parties' compliance with the laws, regulations, and policies in jurisdictions where business activity is conducted. Failure to comply with the laws, regulations, and policies in jurisdictions where business is conducted could result in termination of the Agreement. Both parties agree to cooperate with requests, inquiries, or investigations of gaming regulatory authorities or law enforcement agencies in connection with the performance of this Agreement. If either party determines that continuation of this Agreement would jeopardize the gaming licenses, permits or status of that party with any gaming regulatory authority or similar law enforcement authority, then the Agreement may be immediately terminated and neither party shall have any additional rights hereunder, except for those liabilities or debts incurred prior to termination.

Borrower and Lender specifically agree that each shall scrupulously observe all applicable federal, state, tribal and local laws relating to the activities contemplated by this Agreement.

8. The undersigned individuals represent that they are of legal capacity and authorized to sign this Agreement on the terms provided on behalf of themselves, or if signed in a representative capacity on behalf of the indicated party they represent. Borrower further warrants and represents that it has the authority to enter into this Agreement for any Borrower it operates through a subsidiary or affiliated company. The parties each represent that no provision of this Agreement will violate any other agreement that a party may have with any other person or company. Each party has relied upon that representation in entering into this Agreement.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single Agreement. The parties hereto agree that execution of a facsimile of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto. Each party may rely upon an electronic or facsimile signature of the other.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Lender

Borrower

By \_\_\_\_\_  
Don Morrison, IGT Capital Liaison

By \_\_\_\_\_

Its: \_\_\_\_\_

Please forward a fully executed copy to IGT Legal Department, c/o Sr. Paralegal at PO Box 4231, Rapid City, SD 57709.

For UCC Filing Purposes

Please correct the preprinted information, if applicable.

Legal/Corporate Name: Squaxin Island Tribe of the Squaxin Island Reservation, Washington

Address of Legal/Corporate Entity: 91 W State Route 108, Shelton, Washington 98584-9270

Tax Id Number for Legal/Corporate Entity: Not Required Unless located in SD

Entity Type: Indian Tribe

Organizational Jurisdiction for Legal/Corporate Entity (i.e. State of Incorporation): WA

Organizational Id Number for Legal/Corporate Entity: None

UCC will be Filed with: Washington State Department of Licensing and District of Columbia