

*Agreement between  
Squaxin Island Tribe  
and  
Pam Cummings  
Regarding Espresso Sales*

1. **The Parties.** The parties to this agreement are the Squaxin Island Tribe, a federally-recognized Indian Tribe, and its enterprises, including but not limited to the Little Creek Casino-Hotel (hereafter, the “Tribe”), and Pam Cummings (hereafter, “Cummings”).

2. **The Previous Agreement.** On August 16, 1994, the Tribe signed a Letter of Intent, addressed to Pam and Ron Cummings, by which it agreed that it would not engage in the sale of any type of espresso drink at the then-proposed casino or tribal store or on adjacent properties (hereafter, the “Previous Agreement”, copy attached). The Previous Agreement was to remain in effect for so long as Pam and Ron Cummings or their immediate family own and operate the espresso business at West 130 Highway 108, Shelton, Washington. The Parties now expressly agree that this Agreement dated February 24, 2004 supercedes the Previous Agreement in every respect and that upon execution of this Agreement, the Previous Agreement is null, void, and of no effect. This new Agreement is between the Tribe and Pam Cummings, as the espresso business is her separate property.

3. **The Agreement.** In exchange for the mutual consideration described herein, the Parties hereby agree as follows:

A. The Tribe shall pay Cummings twenty-thousand dollars (\$20,000.00) per year, in annual payments of twenty-thousand dollars (\$20,000.00) due no later than March 1 of each year, for a period of five years beginning in 2004. The total of such payments shall be one-hundred thousand dollars (\$100,000.00). The payments shall be made from the net revenues of the Little Creek Casino-Hotel.

B. During a five-year period, beginning immediately upon execution of this Agreement:

1. The Squaxin Island Tribe may not make espresso sales within the area shaded on the map attached hereto and incorporated herein as “Exhibit A” except as follows: the Tribe may make espresso sales within the Little Creek Casino-Hotel.

2. If, during the five-year period beginning immediately upon execution of this Agreement, Cummings closes or sells her current espresso business, except to an immediate family member, the Tribe may make espresso sales anywhere within the area shaded on Exhibit A. However, the Tribe would continue to make payments to Cummings as described in Section 3(A) above.

3. Nothing in this Agreement prohibits the Tribe from making espresso sales except as specifically prohibited by this Agreement.

C. **Limited Waiver of Sovereign Immunity.** The Squaxin Island Tribe expressly waives its sovereign immunity with respect to the obligations and indebtedness that arise out of or relate to this Agreement, provided that the waiver of sovereign immunity expressed herein is expressly limited as follows:

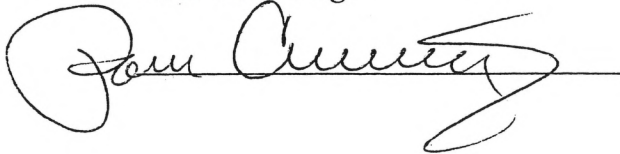
1. The waiver of sovereign immunity expressed herein is limited to Pam Cummings;
2. The waiver of sovereign immunity expressed herein is limited to the contract price specified in this Agreement;
3. The waiver of sovereign immunity expressed herein is limited to binding arbitration under the Arbitration Code of the Squaxin Island Tribe. Any arbitration order under this Agreement shall be enforceable in the Squaxin Island Tribal Court including the appellate division of that Court.

D. **Entire Agreement.** This Agreement, including Exhibit A attached hereto, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the Parties hereto with respect to the subject matter hereof.

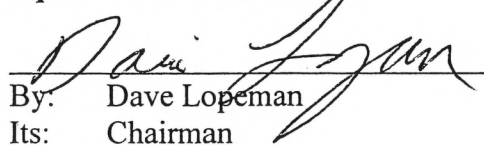
E. **Duplicate Originals.** Two originals of this Agreement are being executed, with each Party retaining one original.

Agreed this 24<sup>th</sup> day of February, 2004.

**Pam Cummings**

A handwritten signature in cursive script, appearing to read "Pam Cummings", written over a horizontal line.

**Squaxin Island Tribe**

A handwritten signature in cursive script, appearing to read "Dave Lopeman", written over a horizontal line.

By: Dave Lopeman  
Its: Chairman

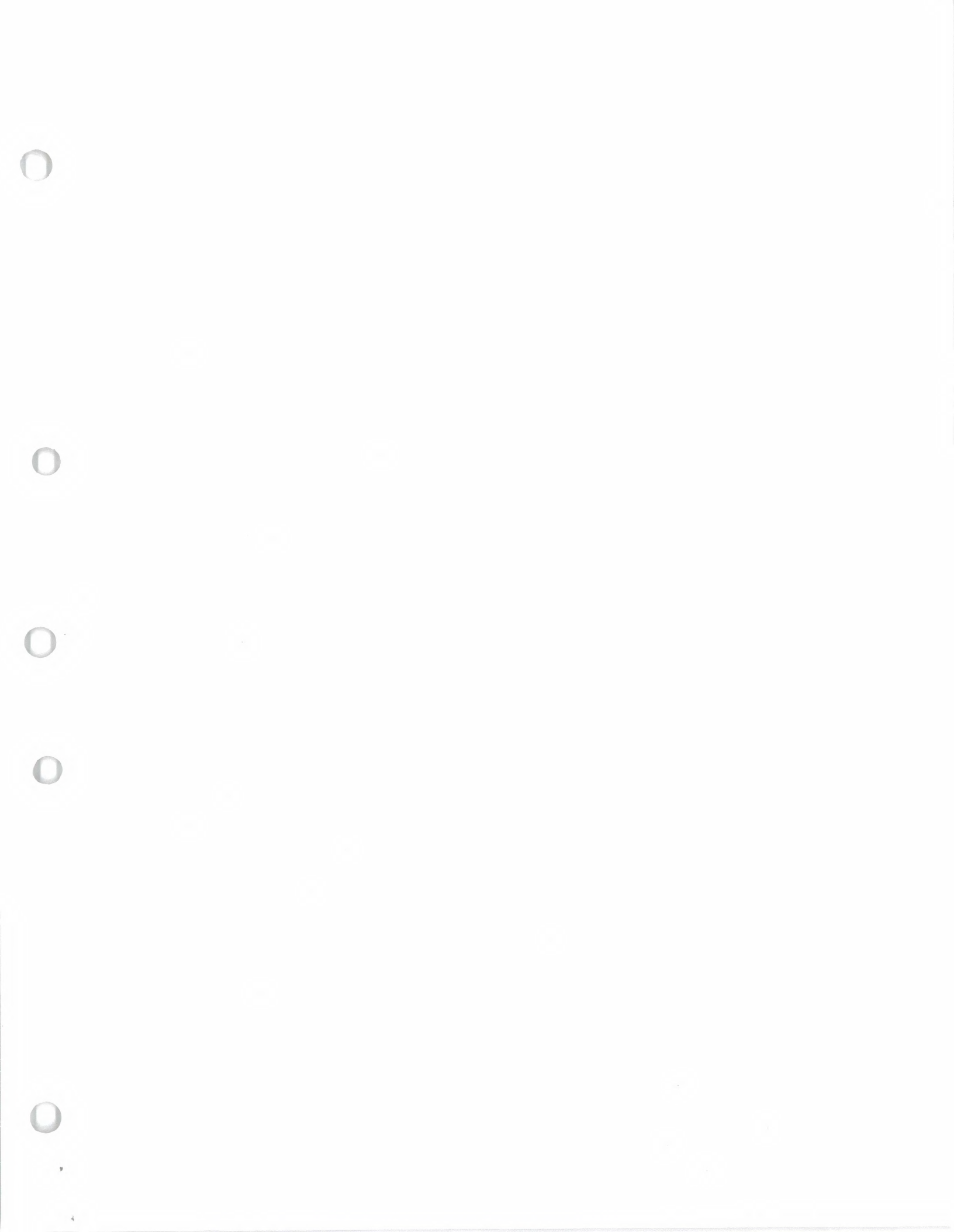


Exhibit A

