



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 09- 45B

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 Little Creek Casino Resort, a wholly owned enterprise of the Squaxin Island Tribe desires to purchase certain IGT gaming machines and lease related software and equipment; and

WHEREAS, Casino staff have negotiated an agreement for the purchase and lease of the machines, software, and equipment;

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby approves the attached IGT Financing and Security Agreement, Sales Order, Central Determination Server System Lease Agreement, and Parts Coupon Agreement (the “contracts”);

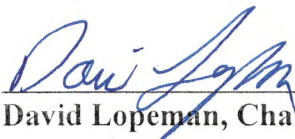
NOW BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council approves the waiver of the Tribe’s sovereign immunity from suit as described in Subsections 14 and (F)(2) of

the Financing and Security Agreement and the Central Determination Server System Lease Agreement respectively;


NOW BE IT FINALLY RESOLVED, that the Squaxin Island Tribal Council hereby authorizes Cameron Goodwin to execute the contracts on behalf of the Little Creek Casino Resort and to do any and all acts necessary to implement and / or perform the contracts.

CERTIFICATION

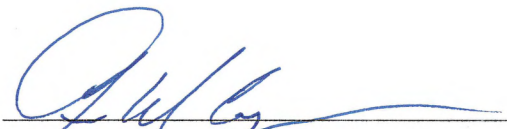
special
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the ~~regular~~ meeting of the Squaxin Island Tribal Council, held on this 5th day of June, 2009, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by:  FOR

Peter Kruger, Secretary



Arnold Cooper, Vice Chairman

FINANCING AND SECURITY AGREEMENT

This Agreement is made and entered into by and between IGT, 9295 Prototype Drive, Reno, Nevada 89521 (hereinafter "IGT"), and the Little Creek Casino Resort, 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 494851

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. IGT 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 One Million Five Hundred Thirty-Seven Thousand Four Hundred Fifty Dollars and Zero Cents (\$1,537,450.00) less any applicable set-off from Borrower trade-in (the "Finance Amount"). Borrower promises to pay IGT said Finance Amount, payable by Borrower at IGT, 9295 Prototype Drive, Reno, Nevada 89521, or such other place as IGT may designate, in twenty-four (24) consecutive equal monthly payments. The first monthly payment shall be due thirty (30) days from go-live date of the first machine. The entire remaining balance, if not sooner paid, shall be due and payable no later than the expiration of twenty-four (24) months from go-live date of the first machine (the "Term Date"). Borrower may prepay the outstanding principal balance at any time without penalty.

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

3. Borrower hereby grants IGT a first priority purchase money security interest and IGT 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 IGT'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 IGT. 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 IGT may reasonably request, to perfect and protect the security interest granted or purported to be granted hereby or to enable IGT 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 IGT 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 IGT 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 IGT from all liens or lien claims imposed upon the Equipment and Borrower shall further indemnify, save, and hold harmless IGT 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 IGT, 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 IGT 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 IGT 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 IGT; and (2) IGT 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, naming IGT as Additional 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 IGT as a Loss Payee as IGT'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 IGT at the following address: IGT, 9295 Prototype Drive, Reno, NV 89521-8986, Attn: Risk Management. IGT 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 IGT 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 and naming IGT as Additional Insured 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 IGT of the obtaining and maintaining of such insurance and payment of premiums to IGT 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 IGT 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 IGT; (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 IGT shall, at the option of IGT, without notice, be immediately due and payable, together with all IGT'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 IGT so requests, assemble the Equipment which is the subject of this Agreement and make it available to IGT at a reasonably convenient place designated

by IGT. IGT shall have the right and Borrower hereby authorizes and empowers IGT 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 IGT 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 IGT, 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 IGT'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. IGT shall treat all information received from Borrower under this Subsection (C)(4) as strictly confidential. IGT 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 IGT 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 IGT 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 IGT'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 IGT 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. IGT 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 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. All initial arbitration or judicial proceedings shall be instituted within twelve (12) months after the claim accrues or shall be forever barred.

(ii) Each party agrees that it will use its best efforts to negotiate an amicable resolution of any dispute arising from this Agreement. If the Customer and IGT 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 limited to the Customer'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. Customer shall provide IGT with a copy of the Tribal Resolution approving this waiver of sovereign immunity prior to any delivery of the Equipment.

(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. 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 Customer other than those specified in this subsection.

3. Borrower shall not assign, transfer, sell, or encumber any interest in the Equipment or any interest in this Agreement without IGT's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

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. The 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.

7. 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 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 S. Buffalo Drive, Las Vegas, NV 89113, Attn: Ron Rivera, Sr. Vice President, Fax No. 702-669-7093; with copy to IGT, 9295 Prototype Drive, Reno, NV 89521, Attention: General Counsel, Fax No. 775-448-0120 and (2) Borrower at Squaxin Island Tribe of the Squaxin Island Reservation, Washington d/b/a Little Creek Casino located at 91 W State Route 108, Shelton, Washington 98584-9270. Any party may from time to time specify a different address by notice to the other party.

8. As businesses involved in the gaming industry, IGT, 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 IGT, 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.

9. Each person executing this Agreement warrants to all parties hereto that this Agreement contains all signatures and formalities necessary to bind the parties hereto and that each person executing this Agreement is authorized and has received full authority, approval, and direction to execute and deliver this Agreement on behalf of the party for which he signs.

Dated this _____ day of _____, 2009.

IGT

Borrower

By _____

By _____

Its: _____

Its: _____

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 or ND

Entity Type: Indian Tribe

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

Organizational Id Number for Legal/Corporate Entity: None

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

CENTRAL DETERMINATION SERVER SYSTEM LEASE AGREEMENT

THIS AGREEMENT, made as of the last date appearing below, between IGT, a Nevada corporation, 9295 Prototype Drive, Reno, Nevada 89521 (“IGT”) and the Little Creek Casino Resort, a wholly owned enterprise of the Squaxin Island Tribe, located at 91 W State Route 108, Shelton, Washington 98584-9270 (the “Customer”).

WHEREAS, Customer is a wholly owned enterprise of a federally recognized Indian Tribe with gaming operations located on Tribal lands as defined in the Indian Gaming Regulatory Act of 1988 (P.L. 100-497), codified at 25 USC § 2701 et seq.; and

WHEREAS, IGT has developed a central determination server system, including player terminals and MegaJackpots® terminals; and

WHEREAS, IGT desires to lease the central determination server system and MegaJackpots® terminals (“Leased Equipment”), Customer desires to purchase the non-MegaJackpots® terminals (“Purchased Equipment”) and Customer desires to provide floor space at Customer’s authorized, regulated and secure gaming operation (the “Casino Location”) under the terms and conditions of this Agreement; and

WHEREAS, the Tribal Gaming Agency or other regulatory authority of Customer has determined that the Leased Equipment and Purchased Equipment referenced in this Agreement is subject to IGRA and can lawfully be operated under applicable law, including IGRA, the Tribal Gaming Ordinance, technical specifications and any and all related tribal regulations that authorize and regulate the operation of the games;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, IGT and Customer agree as follows:

1. Provide Equipment and Software. IGT agrees to provide the Leased Equipment for placement and operation in the Casino Location. The Customer agrees to accept, place and operate the Leased Equipment and Purchased Equipment in the above referenced Casino Location and pay to IGT the server access fee consideration reference herein.

The Leased Equipment includes software to enable game play for CDS machines connected to the CDS System, including: Pull-tab Game Outcome Generation, and Pull-tab Game Outcome Distribution. The system functionality does not include: patron management, machine accounting, event monitoring, ticketing; bonusing, and/or any other specialty software.

2. IGT’s Obligations.

A. During the term of this Agreement, IGT will provide the following goods and services related to the Leased Equipment:

- a) installation of all Leased Equipment;
 - b) service and maintenance of the Leased Equipment;
 - c) all replacement parts, devices, accessories and improvements it may reasonably determine necessary to the proper operation of the Leased Equipment;
 - d) software license to Customer solely for use in the Leased Equipment.
- B. IGT shall install and provide necessary remedial maintenance (including replacement parts except as provided below) for the Leased Equipment. Customer agrees to provide IGT access to the Leased Equipment at all reasonable times, including availability of a key holder; and provide routine operator maintenance, such as clearing bill jams, interior and exterior cleaning of Leased Equipment, replacement of fuses, light bulbs and locks, and replacement, adjustment and cleaning of standard, non-electronic bill acceptors.

3. Customer Obligations.

- A. The Customer agrees to provide, at its sole cost and expense, secure space in its Casino Location for the installation, maintenance and operation of the Leased Equipment and Purchased Equipment. The Customer shall also provide, at its sole cost and expense, all necessary personnel to operate the Leased Equipment and Purchased Equipment. The preparation of the Casino Location and all costs associated therewith for the operation of the Leased Equipment and Purchased Equipment shall be provided by the Customer at its sole cost.
- B. The Customer shall provide for any and all registration and licensing of the Leased Equipment and Purchased Equipment and shall comply with all applicable gaming laws, compacts, ordinances, rules and regulations. The Customer shall pay and have full responsibility, without right to reimbursement from IGT, 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 possession, operation or use of the gaming devices, system and related equipment.
- C. The Customer shall not make any alterations to the Leased Equipment or move any of it from the Casino Location without the prior written consent of IGT. Customer shall not connect any external communication to the machine including, but not limited to, player tracking and data collection without the prior written consent of IGT engineering. Subsequent to the term of this Agreement, IGT shall have the right and Customer hereby authorizes and empowers IGT to enter upon Customer's premises wherever said Leased Equipment may be and remove the same upon reasonable notice to Customer.

- D. Customer shall keep the Leased Equipment at all times free and clear of any and all claims, liens, levies, processes, security interest and encumbrances, except for any security interest granted to IGT by Customer.
- E. Customer shall modify and follow internal control procedures that shall include daily audit procedures designed specifically to verify the accuracy and integrity of casino floor transactions, including but not limited to, jackpots and ticket redemption.
- F. Customer shall provide power, internal networking wiring to all the Leased Equipment and Purchased Equipment based on IGT's "power/network wiring" recommendation to be provided to the Customer during IGT's initial "Site Survey".
- G. Customer shall provide wiring extension of network phone lines for outside connectivity from their phone room/closet to the CDS server room.

4. Customer Acknowledgements. Customer acknowledges and agrees to the following:

- A. IGT cannot control or compel regulatory approval of the Leased Equipment and Purchased Equipment and as such makes no representation or warranty, express or implied, with respect to the ability to obtain regulatory approval of any particular version, component or modification of these items.
- B. The System is comprised of complex computer software. Performance of the System will vary depending upon, among other things, software interactions, system configurations, manual processes, routine hardware and software maintenance and Game interoperability. Customer accepts the responsibility of satisfying itself and ensuring that the System is suitable for its use in Customer's Casino Location.
- C. Customer has reviewed the System documentation and specifications, is satisfied with its review thereof and has determined that the Leased Equipment and Purchased Equipment meets the Customer's needs and expectations.
- D. Because of the complexity of computer software, the potential need for customization, the level of knowledge required to operate certain functionalities and the uncertainty with respect to the timing of regulatory action, IGT cannot guaranty specific delivery.

5. Consideration for Wheel of Fortune® and The Price is Right® Game Themes. In consideration for IGT providing the Leased Equipment and Customer's use thereof, commencing the day the Leased Equipment is offered for public play Customer shall pay IGT a fee of Eighty dollars (\$80.00) per day for Wheel of Fortune® and The Price is Right® game themes. The Server Access Fees for Wheel of Fortune® and The Price is Right® game themes are included in the daily fee noted above.

6. Consideration for MegaJackpots® Game Themes. In consideration for IGT providing the Leased Equipment and Customer's use thereof, Customer shall pay IGT thirty percent (30%) of the "Net Win" generated by each terminal (calculated based on monthly averages for each terminal) or Thirty-Five dollars (\$35.00) per day per terminal, whichever is greater for Terminator, Video Megabucks, Wheel of Gold, Run for your Money (Barcrest) and Twilight Zone. The Server Access Fee for MegaJackpots® game themes are included in the daily fee noted above.

For the placement of any MegaJackpots® themes introduced and placed after the effective date of this Agreement, including but not limited to Red Hot Jackpots and Fort Knox, Customer shall pay IGT twenty percent (20%) of the "Net Win" generated by each terminal (calculated based on monthly averages for each terminal) or Thirty-Five dollars (\$35.00) per day per terminal, whichever is greater. The Server Access Fee for MegaJackpots® game themes are included in the daily fee noted above.

"Net Win" shall be amount wagered less amount won. Amount won includes winning electronic scratch tickets both machine paid and attendant paid. Monies due hereunder shall begin to accrue as of date of installation.

7. Server Access Fee for Non-MegaJackpots Game Themes. In consideration for IGT providing the Leased Equipment and Customer's use thereof, Customer shall pay IGT a Server Access Fee. The Server Access Fee shall be computed pursuant to a Flat Fee Structure as designated herein. The Server Access Fee is set forth indicated below based upon the number of non-MegaJackpots games on Customer's Gaming Floor:

	Flat Fee Structure	Discount	Net of Discount
0 to 100	\$7.50 per game per day	13.5%	\$6.50 per game per day
101 to 250	\$6.50 per game per day		
251 to 500	\$5.50 per game per day		
Greater than 500	\$5.00 per game per day		

"Gaming Floor" shall mean the total number of terminals operated by Customer at the Casino Location.

8. Invoicing and Payment. Meter data necessary for IGT to invoice Customer under sections 5 through 7 will be transmitted nightly through an FTP file transfer process to IGT. The file will be transmitted automatically via a unidirectional outgoing FTP session through an IGT-provided firewall over an encrypted VPN. The firewall cannot be

accessed or configured outside of the Customer's casino location. IGT shall invoice customer on a monthly basis.

Payments due hereunder shall be considered past due if not received within ten (10) days of each invoice and if payments pursuant to this paragraph are past due such shall accrue interest at the rate of 1.5% per month on the outstanding balance, compounded as to principal and interest monthly, until paid.

Failure of timely payment shall, in addition to all other rights and remedies available to IGT and IGT, be deemed a material breach of this Agreement at which time IGT may elect, after providing written notice to Customer and an opportunity to pay all fees and interest in no less that five (5) days, to remove the Leased Equipment, and related equipment from the Customer's Location, bring appropriate action to collect the amounts due and owing, or take both such actions.

9. Term. Commencing on the date of the installation and Customer's offering the Leased Equipment for public play this Agreement shall continue for an initial term of two (2) years. This Agreement shall automatically renew at the end of the initial two (2) year period for successive twelve (12) month periods. During the initial term and any renewals thereafter either party, for any reason whatsoever, may provide ten (10) days written notice to the other party of intent to terminate and the top progressive prize then displayed to the public is won. Following such termination, IGT shall timely remove the Leased Equipment from the premises of Customer, and Customer shall promptly pay any lease fees and/or server access fees due through the date of termination to IGT.

Termination by IGT. Subject to compliance with any regulatory requirements regarding the top progressive prize, IGT shall have the ability to terminate this Agreement and its obligations hereunder following written notice to Customer in the event Customer: (i) materially breaches any of the terms of the license granted in this Agreement and such breach is not cured within the allotted time; (ii) tampers with, modifies or attempts to modify the Licensed Software; (iii) fails, or refuses to pay amount by its due date; (iv) becomes insolvent or makes a general assignment for the benefit of creditors; (v) is subject to a petition under any bankruptcy act or similar statute that is not vacated within ten (10) days after it is filed; or (vi) terminates its business. If Customer, within any such allotted time, shall have removed the cause or causes of termination, IGT shall rescind in writing its notice of termination.

Termination by Customer. Subject to compliance with any regulatory requirements regarding the top progressive prize, Customer shall have the ability to terminate this Agreement and its obligations hereunder if IGT breaches any material term of this Agreement upon thirty (30) days prior written notice. If IGT, within that time, shall have removed the cause or causes of termination, Customer shall rescind in writing its notice of termination.

10. Legal Compliance. IGT shall obtain required regulatory approval or review and assist Customer in providing all information that Customer may be required to report

associated with IGT software and other personal property to be installed within casinos operated by Customer. At all times during the term of this Agreement, the parties, as may be necessary for each of them, shall maintain all licenses and permits required for the lawful operation of the Casino Location and the Leased Equipment and shall abide by all laws, regulations, rules, and requirements of governmental authorities applicable thereto, including, without limitation, the IGRA, and tribal gaming regulations. Customer acknowledges that the subject matter of this Agreement does not violate existing laws, including but not limited to, regulations and technical standards adopted by the Tribal Gaming Commission. If at any time it is reasonably determined that the subject matter of this Agreement violates a then existing law or regulation, then in that event, IGT may immediately terminate the Agreement. Customer agrees that it shall not unreasonably deny, revoke, suspend or refuse to renew any permit, license, or other approval IGT is required to maintain to offer the services contemplated by this Agreement. Performance of this Agreement is contingent upon obtaining any and all necessary initial and continuing approvals required by any regulatory agency with jurisdiction over the subject matter of this Agreement.

11. Trademark License. Customer hereby grants a non-exclusive and revocable license for the term of this Agreement to use Customer's name and registered trademark solely and exclusively in the advertising and promotion of IGT Central Determination Server. In the manner provided herein, IGT shall notify Customer of advertising and promotional use of Customer's name or registered trademark. Nothing in this Agreement shall be construed or interpreted to grant or assign to IGT any additional right, title, or interest in such trademark or trade name except such limited right as set forth herein. Customer understands and agrees Customer shall not advertise or use the name, likeness, image or music of IGT Central Determination Server and equipment in any manner without the express prior written consent of IGT.

12. License to Leased Equipment.

- A. Subject to the terms herein, IGT grants to Customer, and Customer accepts from IGT, a non-exclusive and non-transferable license, without right to sublicense, for the use of IGT's software and firmware on the Leased Equipment (the "Licensed Software") for the term of this Agreement. No source code or license to use source code is provided hereunder.
- B. The Licensed Software shall be used only on equipment located at the Casino Location operated by Customer. The Licensed Software shall be used only for Customer's own business. Customer shall not: (i) permit any third party to use the Licensed Software, or (ii) use the Licensed Software for any purpose other than in connection with operating the gaming devices at the Casino Location.
- C. Customer may not reverse engineer, decompile or reverse compile, disassemble, list, print or display any Licensed Software or otherwise attempt to obtain the source code or other proprietary information from

any Licensed Software. Customer will not modify, or permit any person other than IGT to modify the Licensed Software or any part thereof. Customer may not distribute copies of the Licensed Software to third parties. Customer must maintain on all copies of the Licensed Software all notices of patent rights, copyrights, trademark rights, or trade secret rights in such Licensed Software or any part thereof. Customer shall not demonstrate, show, display, sell, transfer, give, publish, disclose or otherwise make available the Licensed Software, or improvements, modifications, or changes thereto or copies thereof, or Licensed Software documentation or any Licensed Software information marked as confidential or Licensed Software information that would be reasonably determined to be confidential, to any competitor of IGT, or any other third party, without the written consent of IGT, which may be withheld in its sole discretion. Customer agrees to secure and protect each module, Licensed Software product, documentation and copies thereof in a manner consistent with the maintenance of IGT's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to the Licensed Software product to satisfy its obligations hereunder. All copies made by the Customer of the Licensed Software are the property of IGT.

- D. Customer acknowledges that IGT may use, or require Customer to use, IGT-supplied software locks, or similar security measures, to limit the use of the Licensed Software consistent with Customer's use permitted hereunder.
- E. IGT shall have the right to terminate the license(s) granted herein: (i) immediately upon a violation of paragraph 12(B) or 12(C); (ii) upon ten days' written notice in the event that Customer, its officers or employees violates any material provision of this Agreement or (iii) in the event customer (a) terminates its business; (b) becomes subject to any bankruptcy or insolvency proceeding under Federal or State statute or (c) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.
- F. In the event of termination by reason of the Customer's failure to comply with any material part of this Agreement, or upon any act which shall give rise to IGT's right to terminate, IGT shall have the right, at any time, to terminate the license(s) and take immediate possession of the Licensed Software and documentation and all copies wherever located, without demand or notice. Within five (5) days after termination of the license(s), Customer will return to IGT the Licensed Software in the form provided by IGT or as modified by the Customer, or upon request by IGT, destroy the Licensed Software and all copies, and certify in writing that they have been destroyed. Termination under this paragraph shall not relieve

Customer of its obligations regarding confidentiality of the Licensed Software.

- G. Without limiting any of the above provisions, in the event of termination as a result of the Customer's failure to comply with any of its material obligations under this Agreement, the Customer shall continue to be obligated for any payments due until Leased Equipment is rendered inoperable by Customer or IGT. Termination of the license(s) shall be in addition to and not in lieu of any remedies at law or in equity available to IGT.
- H. Customer acknowledges that the Licensed Software, computer programs, system protocols and system documentation manuals supplied by IGT to Customer and the intellectual property rights, including without limitation patent applications, patents, copyright, trademarks, trade names, service marks, ideas, designs, concepts, techniques, discoveries, improvements and trade secrets, in and to the Equipment are proprietary to IGT and title thereto remains in IGT.

13. Dispute Resolution.

- A. The parties agree that binding arbitration shall be the 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. All initial arbitration or judicial proceedings shall be instituted within twelve (12) months after the claim accrues or shall be forever barred.

Each party agrees that it will use its best efforts to negotiate an amicable resolution of any dispute arising from this Agreement. If the Customer and IGT are unable to negotiate an amicable resolution of a dispute within fourteen (14) days from the date of notice of the dispute 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.

- B. In the event the informal dispute methods under Subsection (A) of this Section 13 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 arbitrator and the reasonable attorneys' fees of the prevailing party.

- (i) 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.
- (ii) Place of Hearing. All arbitration hearings shall be held at a place designated by the arbitrators in Mason County, State of Washington.
- (iii) Confidentiality. The parties and the arbitrators shall maintain strict confidentiality with respect to arbitration.

14. Arbitration Enforcement.

A. 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 Section 14. The Customer expressly and irrevocably waives its immunity from suit as provided for and limited by this Section. This waiver is limited to the Customer'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. 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. Customer shall provide IGT with a copy of the Tribal Resolution approving this waiver of sovereign immunity prior to any delivery of the Equipment.

- B. Limitation of Actions. This limited waiver is specifically limited to the following actions and judicial remedies:
 - (i) 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 (iii) below. No arbitrator or court shall have the authority or jurisdiction to order execution against any assets or revenues of the Customer except as provided in this Section or to award any punitive damages against the Customer.

- (ii) An action to compel or enforce arbitration or arbitration awards or orders.
- (iii) Damages awarded against the Customer shall be satisfied solely from the net unrestricted revenues of the Customer 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 Customer other than those specified in this subsection.

15. Insurance. Customer and IGT shall maintain adequate liability insurance, for all claims which may arise as a result of their acts or omissions. Any and all physical loss or damage to the Leased Equipment other than by normal wear and tear, and except those attributable to IGT's acts or omissions, shall be the sole responsibility of the Customer.

Customer shall carry and maintain such public liability and property damage insurance as is customarily maintained by prudent operators of similar businesses, in a company with a current A.M. Best Company rating of at least A-VII, with coverage limits not less than \$1,000,000 per occurrence for Bodily Injury, Property Damage and Personal Injury; and \$2,000,000 General Aggregate (other than Products/Completed Operations).

Customer Agrees to provide proof of insurance as required herein. Evidence of such coverage shall be provided to the IGT Insurance Coordinator, c/o IGT, 9295 Prototype Drive, Reno, Nevada 89521-8986.

16. Additional Leased Equipment. Subject to IGT's consent and execution of a valid and binding sales order by Customer, IGT shall install and Customer shall pay to IGT the agreed consideration for the lease of any additional Leased Equipment subject to this Agreement. Customer understands and agrees that any additional Leased Equipment installed pursuant to future sales orders shall include game license rights and Customer shall not advertise or use the name, likeness, image, music or other additional game and/or equipment features and license rights in any manner without the express prior written consent of IGT as stated in this agreement.

17. Indemnification. Customer agrees to indemnify and hold harmless IGT from and against liability or damage from injury or loss arising out of the possession or use of the Leased Equipment on the premises of Customer. Within the warranty limitations set forth herein, IGT shall indemnify and hold Customer harmless from the negligent acts and/or omissions of their respective employees and agents.

IN NO EVENT SHALL IGT BE LIABLE FOR ANY 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, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND NO GUARANTY IS MADE AS TO

EQUIPMENT HOLD FOR ANY GIVEN PERIOD. NO AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING SUITABILITY FOR USE OR PERFORMANCE OF THE SOFTWARE OR SYSTEM OR STATEMENTS REGARDING GAME COMPLIANCE WITH THE SAS PROTOCOL SHALL BE OR BE DEEMED TO BE A WARRANTY OR GUARANTY OF SELLER FOR ANY PURPOSE. IN NO EVENT SHALL IGT'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE CHARGES OF THREE (3) MONTHS SERVICES PAID BY CUSTOMER TO IGT UNDER THIS AGREEMENT

Notwithstanding anything else in this Agreement, IGT shall not be liable for:

- a) Misuse, abuse, accidental damage, improper handling, or improper maintenance by anyone other than IGT technicians or others acting under IGT control, or any cause other than ordinary use;
- b) Damages to the operating system, data files, etc. due to causes external to the equipment, including, but not limited to, power surges, power reductions or failure, defective electrical work, fire, flood, water, wind, lightening or any other natural phenomena;
- c) Failure of Customer supplied software, communication lines or equipment; or
- d) Operator inefficiency or error.

If any disclaimer of warranty or limitation of liability is found to be unlawful or inapplicable, or to have failed of its essential purpose, IGT liability shall be limited to the amount paid by Customer for the specific unit of product that caused such liability.

IGT is willing to lease Equipment to Customer only in consideration of and in reliance upon the provisions contained herein limiting IGT's liability. Such provisions constitute an essential part of the bargain underlying this Agreement and have been reflected in the rental price and other consideration agreed upon by the parties.

18. Notice. Service of all notices under this Agreement shall be sufficient if given personally or mailed via Registered or Certified mail, Return Receipt Requested, to the parties involved at the address listed below, or at such address as such party may provide in writing from time to time:

IGT

Office of the General Counsel
9295 Prototype Drive
Reno, Nevada 89521

Little Creek Casino Resort
91 W State Route 108
Shelton, Washington 98584-9270

Any such notice mailed to such address shall be effective when deposited in the United States Mail, duly addressed, and with postage prepaid.

19. Assignment, Modification, Partial Invalidity, Terms and Conditions. This Agreement shall be binding upon the parties and their successors and assigns. Subject to the receipt of all necessary regulatory approvals and appropriate licensing by the assignee, licensee or transferee, either party may assign, license, or otherwise transfer its rights or obligations under this Agreement. If any provision of this Agreement is invalid, illegal or unenforceable, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting the remaining provisions hereof. Along with the provisions of the Sales Order for the Equipment, this is the full and final expression of the agreement of the parties and incorporates all prior agreements and negotiations. This Agreement may only be modified by an amendment executed by all parties hereto. All terms and conditions of this Agreement are subject to the regulatory approval, if necessary, of applicable gaming regulatory authorities. No provision or term in a Customer's purchase order or other form submitted by Customer shall add to or modify the terms contained in this Agreement.

20. Confidentiality. The Parties agree that the terms and conditions of this Agreement and any information developed from the placement and operation are confidential and proprietary. Confidential information shall not include data or information which is now in the public domain, or which becomes a part of the public domain through no fault of either party prior to the date of any disclosure. Other than response to requests from regulatory entities with applicable jurisdiction or pursuant to court order, neither party shall disclose or in any manner make public the specific provisions of this Agreement. Both parties will employ at least the same degree of care that they use to protect their own confidential information and shall inform each of its employees to whom it provides access to the other party's confidential and proprietary information of the obligations to keep the information pertaining thereto in confidence. Both parties further agree that they will take all reasonable steps to ensure that the terms of this provision are not violated by any of its employees or agents.

21. Attorneys' Fees. If either party brings any legal action or other proceeding for breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

22. Limitation of Action. No action, regardless of form, arising out of this Agreement may be brought by Customer more than one year after the cause of action has arisen.

23. Independent Contractors. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

24. Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

25. Captions. Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, nor the intent of any provision thereof.

26. Execution Statement. The undersigned individuals represent that they are of legal capacity and authorized to sign this Agreement in a representative capacity on behalf of the indicated party they represent. Each party has relied upon that representation in entering into this Agreement.

IGT

Little Creek Casino Resort

By _____

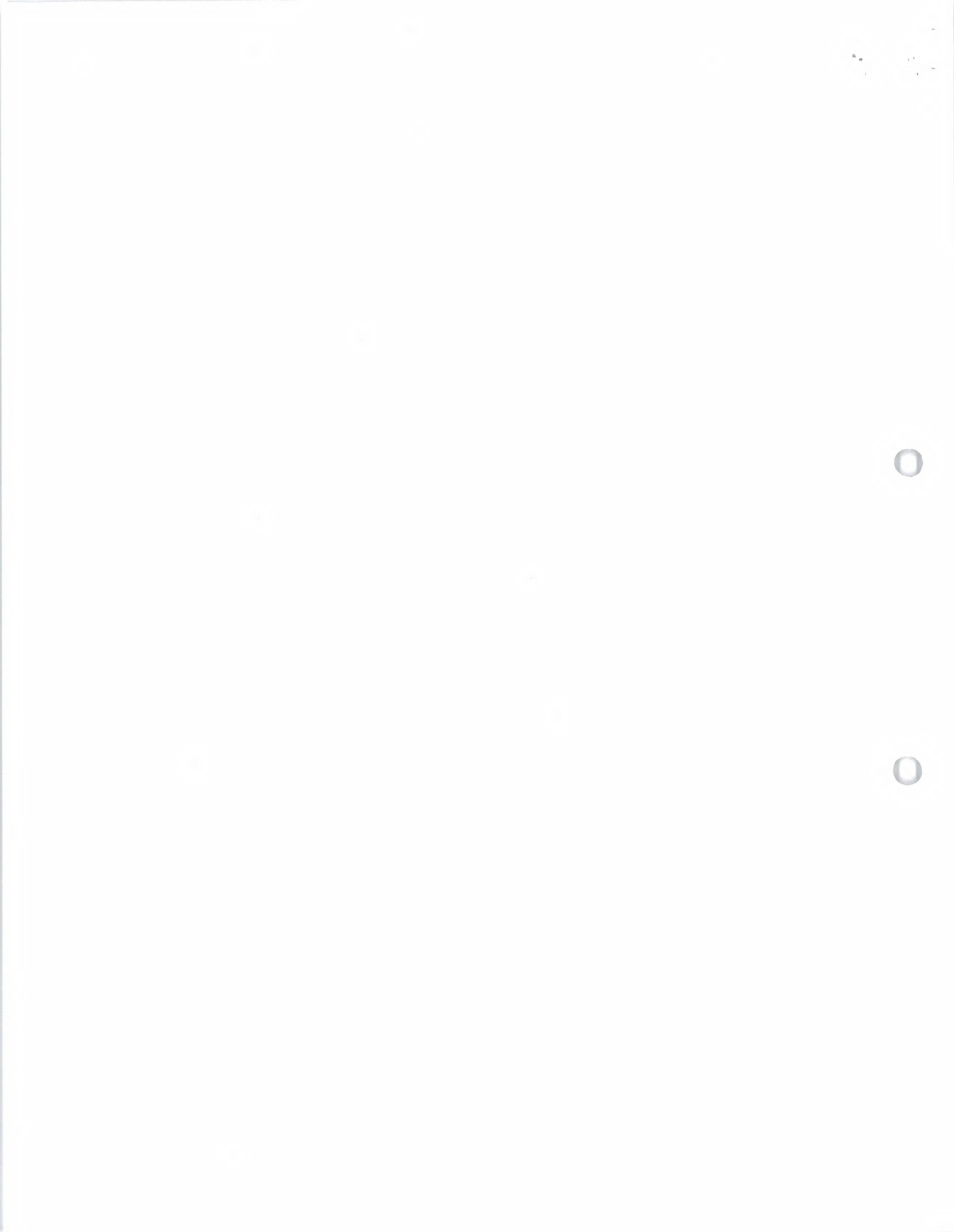
By _____

Its _____

Its _____

Date _____

Date _____





9295 Prototype Drive
Reno, NV 89521

ORDER DETAIL

Sales Order# 494851

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Print date: 05/18/2009

11:42:42

Sold to: 3101575

Little Creek Casino
91 W State Route 108
Shelton WA 98584-9270

Ship To: 3101575

Little Creek Casino
91 W State Route 108
Shelton WA 98584-9270

Installed At: 3101575

Little Creek Casino
91 W State Route 108
Shelton WA 98584-9270

Legal Name:

Squaxin Island Tribe of the Squaxin
Island Reservation, Washington

Account Executive:	Mark Chan	Inco Terms:	FOB - Destination
Billing Terms:	Contract	Currency:	USD
Document Type:	CDS Gaming	Carrier:	
Customer Purchase Order:		Order Date:	03/25/2009

Line #	Qty	Description	Unit Price	Disc %	Unit Disc.	Unit Net Price	Extended Price
100	5	G20 GAME KING AVP	13,550.00			13,550.00	67,750.00
		Theme	2,300.00			2,300.00	11,500.00
		Machine Gross Disc %		3.00-		475.50-	2,377.50-
		Total	15,850.00			15,374.50	76,872.50

New, RAINBOW RICHES 20L CDS, Multi Denom, 20 Lines, 500, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

200	5	G20 GAME KING AVP	13,550.00			13,550.00	67,750.00
		Theme	2,300.00			2,300.00	11,500.00
		Machine Gross Disc %		3.00-		475.50-	2,377.50-
		Total	15,850.00			15,374.50	76,872.50

New, DA VINCI'S DIAMONDS CDS, Multi Denom, 20 Lines, 500, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

300	10	G20 GAME KING AVP	13,550.00			13,550.00	135,500.00
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Reno, NV 89521

ORDER DETAIL

Sales Order# 494851

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Print date: 05/18/2009

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Line #	Qty	Description	Unit Price	Disc %	Unit Disc.	Unit Net Price	Extended Price
		Theme	2,300.00			2,300.00	23,000.00
		Machine Gross Disc %		3.00-		475.50-	4,755.00-
		Total	15,850.00			15,374.50	153,745.00

New, WOLF RUN CDS, Multi Denom, 40 Lines, 400, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

400	5	G20 GAME KING AVP	13,550.00			13,550.00	67,750.00
		Theme	2,300.00			2,300.00	11,500.00
		Machine Gross Disc %		3.00-		475.50-	2,377.50-
		Total	15,850.00			15,374.50	76,872.50

New, MYSTICAL MERMAID CDS, Multi Denom, 20 Lines, 500, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

500	5	G20 GAME KING AVP	13,550.00			13,550.00	67,750.00
		Theme	2,300.00			2,300.00	11,500.00
		Machine Gross Disc %		3.00-		475.50-	2,377.50-
		Total	15,850.00			15,374.50	76,872.50

New, REMBRANDT RICHES CDS, Multi Denom, 20 Lines, 500, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

600	5	G20 GAME KING AVP	13,550.00			13,550.00	67,750.00
		Theme	2,300.00			2,300.00	11,500.00
		Machine Gross Disc %		3.00-		475.50-	2,377.50-
		Total	15,850.00			15,374.50	76,872.50

New, SUPER SALLY'S SHRIMPANIA CDS, Multi Denom, 15 Lines, 375, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

700	5	G20 GAME KING AVP	13,550.00			13,550.00	67,750.00
		Theme	2,300.00			2,300.00	11,500.00



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Line #	Qty	Description	Unit Price	Disc %	Unit Disc.	Unit Net Price	Extended Price
		Machine Gross Disc %		3.00-		475.50-	2,377.50-
		Total	15,850.00			15,374.50	76,872.50

New, LUCKY LION FISH 20L CDS, Multi Denom, 20 Lines, 500, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

800	10	G20 GAME KING AVP	13,550.00			13,550.00	135,500.00
		Theme	2,300.00			2,300.00	23,000.00
		Machine Gross Disc %		3.00-		475.50-	4,755.00-
		Total	15,850.00			15,374.50	153,745.00

New, LION DANCE CDS, Multi Denom, 40 Lines, 400, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

900	15	G20 GAME KING AVP	13,550.00			13,550.00	203,250.00
		Theme	2,300.00			2,300.00	34,500.00
		Machine Gross Disc %		3.00-		475.50-	7,132.50-
		Total	15,850.00			15,374.50	230,617.50

New, LIL' LADY CDS, Multi Denom, 40 Lines, 400, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

1000	15	G20 GAME KING AVP	13,550.00			13,550.00	203,250.00
		Theme	2,300.00			2,300.00	34,500.00
		Machine Gross Disc %		3.00-		475.50-	7,132.50-
		Total	15,850.00			15,374.50	230,617.50

New, LOTUS FLOWER CDS, Multi Denom, 20 Lines, 400, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

1100	10	G20 GAME KING AVP	13,550.00			13,550.00	135,500.00
		Theme	2,300.00			2,300.00	23,000.00
		Machine Gross Disc %		3.00-		475.50-	4,755.00-



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Line #	Qty	Description	Unit Price	Disc %	Unit Disc.	Unit Net Price	Extended Price
Total			15,850.00			15,374.50	153,745.00

New, DESERT SPIRIT CDS, Multi Denom, 40 Lines, 400, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

1200	10	G20 GAME KING AVP	13,550.00			13,550.00	135,500.00
		Theme	2,300.00			2,300.00	23,000.00
		Machine Gross Disc %		3.00-		475.50-	4,755.00-
Total			15,850.00			15,374.50	153,745.00

New, WILD WOLF CDS, Multi Denom, 50 Lines, 500, USB Common LCD Display, Top Box LCD, Midnight Black Wrinkle, Shadow Sonora, PT Ready / No PT, Non Vendor Specific/No PT, Future Logic Gen2 (USB/NTPLX), Upstacker MEI Combo, EZ-Pay Installed, White / White, Non-Progressive CDS

Order Comments

Terms:

24 equal monthly installments starting after installation of games.

Customer will be trading in 100 games at \$1000 per game or \$100,000. Trade in will be broken down as follows: \$500 per game or \$50,000 will be used to offset the invoice for these games. The remaining \$500 per game or (\$50,000) will be done as trade in parts coupons.

***** Customer is providing their own freight service.

***** Trade in Parts Coupons*****

IGT agrees to establish on behalf of customer a parts credit in the amount of \$50,000 equal to 100 trade-in machines at \$500 per machine. Credit will be issued in the form of parts coupons and shall be used by the customer within 180 days of issuance. The coupons may be applied to the acquisition of IGT parts only and any portion of the credit not used within the stated period will be forfeited. Other than for the purchase of parts or machine conversions, the parts credit shall have no cash value.

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. Parties hereto agree that the execution of a facsimile of this sales order shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Additional Terms and Conditions

The term "par value" or "payback percentage" refers to the theoretical percentage of coin-in that is paid out by a particular game as an average over an extended period of time. The term "percentage hold" is equal to one hundred percent (100%) minus the par value. The term "optimum value" refers to the theoretical percentage of coin-in that is paid out to an imaginary player employing optimum skill strategy on a particular game in which skill is a component in the payback percentage. Each of the terms defined herein is determined by IGT according to a computer calculation program developed by IGT. Any numerical representation of the defined terms made by IGT, whether oral, written, or in any other form, should not be relied on for revenue forecasts.

Each gaming machine obtained hereunder with cashless capability (a "Licensed Cashless Gaming Machine") is provided under a limited license to one or more of the following U.S. Patent Nos. 5,290,033; 5,265,874; 5

,429,361; 5,470,079; 6,048,269; 6,729,957; 6,729,958; and 6,736,725. Any use of a Licensed Cashless Gaming Machine constitutes the acknowledgement of and agreement to the following "Limited License":



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a. Licensed Cashless Gaming Machine License Rights. Licensed Cashless Gaming Machines are licensed for use solely in connection with a cashless gaming system that is separately licensed under these patents (a "Licensed Cashless Gaming System"). The use of a Licensed Cashless Gaming Machine with an unlicensed gaming system that has cashless capability is an unlicensed use.

b. Other License Limitations. Each Limited License is expressly limited to the original Licensed Cashless Gaming Machine (i.e. one serial number per license). A license may not be transferred from one gaming machine to another. Any unauthorized transfer voids this license.

Native Terms and Conditions

NATandCs

IGT, a Nevada corporation ("IGT") agrees to provide the customer as specified on this Customer Order ("Customer") with the gaming machines ("Machines") and/or associated equipment, parts, etc. ("Equipment") which is specified in this Customer Order, and Customer agrees to purchase said Machines and Equipment under the following terms and conditions:

Loss Disclaimer:

* IGT 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. All warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, are hereby disclaimed, and no guaranty is made as to Equipment hold for any given period. Customer shall be solely responsible for setting the Machines' options including, but not limited to, hold percentages, denomination selections, maximum bet, game speed, system protocol, bill validator and ticket dispenser settings. In the event Customer requests IGT to perform these services, Customer understands and agrees that IGT shall have no liability and Customer shall indemnify, defend and hold IGT harmless for the services provided, including any liability for personal injury, loss of profits, loss or revenue, property damage or patron claims. IGT will not and does not warrant the use, performance, percentage hold or par value of the Machines in relationship to the option settings. IGT strongly suggests that the operator perform an audit on all Machines that have been optioned before the release of the games for live play.

State Sales Tax:

* State sales tax, or any other form of tax, fee, or charge, including but not limited to any tribal and/or gaming commission licensing fees including but not exclusively, fees based on a percentage of sales volume, is not included in the sale price but may be applicable and is agreed to be the responsibility of the Customer to remit or to reimburse IGT upon request. IGT agrees to comply fully with all state law requirements, including but not limited to those specified in WAC 458-20-192 to secure all applicable exemptions from state and local sales and other taxes.

Bill Acceptor:

* The liability of IGT and the manufacturer of the bill acceptors and/or the component parts of the bill acceptors, purchased from IGT, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed, in total, an amount of the fair market value of the bill acceptors and under no circumstances shall IGT or the manufacturer of the bill acceptors be liable for special, indirect, or consequential damages. In no event shall IGT or the manufacturer of the bill acceptors be liable in any respect for the acceptance of counterfeit and/or fraudulent materials. This provision shall be effective for and apply to all bill acceptors and their component parts purchased from or delivered by IGT.

Purchase Order:

* The terms and conditions stated herein shall prevail over any conflict in terms and conditions between any Purchase Order submitted by Customer and the terms and conditions stated herein.

Subsequent Agreements:

* Customer understands and agrees that the payment terms are specified on the attached Sales Order. Customer agrees to execute any and all additional and supplemental agreements as IGT may reasonably request to accurately reflect the transaction contemplated herein and on the attached Sales Order. If IGT and Customer enter into any subsequent written agreement for the Machines and/or Equipment referenced herein, then that agreement shall prevail.

Regulatory Approval:

* Some programs on this Order may not have received regulatory approval at the time of the execution of this Order or prior to



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shipment of the Equipment. In such an event, Customer agrees to accept alternate programs that have previously received regulatory approval by the appropriate regulatory agency. Once the originally requested programs receive regulatory approval, IGT will provide Customer with those approved programs as soon as practicable.

Software License:

* The software contained in the Machines and/or Equipment listed in the attached Sales Order is licensed and not sold to Customer. The license is granted to Customer for the right to use the software for operation of the Machines and/or Equipment within the Machines and/or Equipment for which the software was intended and for as long as Customer possesses the Machines and/or Equipment. IGT retains ownership of all software and expressly reserves all rights in the software not expressly granted herein, including the right to rent, lease or lend. Customer may not transfer the software other than as part of the transfer of a Machine or Equipment in which it is embodied. Additionally, Customer shall not reverse engineer, decompile, disassemble, reproduce or otherwise use the software in any manner other than for its intended purpose; i.e. operation of the Machines and/or Equipment and within the Machines and/or Equipment for which the software was intended.

Intellectual Property Protection.

* IGT agrees to indemnify Customer against liability, including costs for infringement of any valid United States patent, copyright or trademark arising out of the purchase of products under this Agreement which are produced to IGT's specifications, drawing or design and which are not produced in substantial accordance with Customer's specifications, drawings or design; provided, however, that the foregoing indemnity shall not apply unless IGT shall have been informed as soon as practicable by Customer or Customer's customer of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to assume and control the investigation, defense and settlement thereof. This indemnification shall not apply if (a) the infringement results from compliance with specific written instructions of Customer directing a change in the supplies to be delivered or in the materials or Equipment to be used, or directing a manner of performance of this Agreement not normally used by IGT; or (b) the infringement results from the addition to, or change in, the supplies furnished, which addition or change was made subsequent to delivery or performance by IGT; or (c) the infringement results from Customer's use of the products manufactured under this Agreement in a system patented by a person or persons other than IGT; or (d) the claimed infringement is settled without the consent of IGT, unless required by final decree of a court of competent jurisdiction.

Use of IGT Trademarks and Copyrighted Materials (the "IGT Properties"):

* IGT hereby grants Customer a non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use the IGT Properties in print advertising, on billboards, in media communications, and other similar or related advertising venues, for marketing and promoting its casino services. All use of IGT Properties by Customer shall be of a high level of quality and shall be subject to IGT's prior review at IGT's request. IGT reserves the right to reject any proposed use of IGT Properties for any reason upon written notice to Customer. All use of IGT Properties or derivatives thereof shall inure to the benefit of IGT. IGT may terminate the license granted hereunder at any time by providing thirty (30) days written notice to Customer.

Freight:

* All freight charges will be billed to the Customer.

Warranty:

* IGT WARRANTS THAT FOR A PERIOD OF 90 DAYS FOLLOWING INSTALLATION, NEW IGT MACHINES AND EQUIPMENT INSTALLED HEREUNDER WILL BE FREE FROM DEFECTS AND IN GOOD WORKING ORDER. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF DEFECT IS EXPRESSLY LIMITED TO THE RESTORATION OF THE EQUIPMENT TO GOOD WORKING CONDITION BY ADJUSTMENT, REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, AT IGT'S ELECTION. VIDEO MONITORS (COVERED UNDER SEPARATE MANUFACTURER WARRANTY), MACHINES, EQUIPMENT, AND OTHER PRODUCTS NOT MANUFACTURED BY IGT, ARE EXCLUDED FROM THIS WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING SUITABILITY FOR USE, PERFORMANCE, PERCENTAGE HOLD, OR PAR VALUE OF THE EQUIPMENT SHALL BE DEEMED TO BE A WARRANTY OR GUARANTY OF IGT FOR ANY PURPOSE. IN NO EVENT SHALL IGT OR ANY OF ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, OR AGENTS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL



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DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF ANY BREACH OF THIS AGREEMENT.

Labor Install:

* All labor not specifically related to Equipment listed on the attached Sales Order will be billed at \$100.00 per hour per person.

Changes/modifications:

* Any changes or modifications of this order during the period of two weeks prior to delivery will be at the Customer's expense.

All Sales to be Final:

* IGT considers all sales to be final, and will not accept the return of Machines purchased hereunder. However, should Customer request to return (prior to installation) all or any portion of the Machines ordered, and should IGT agree to an exception and accept said Machines as returned items, a restocking fee of fifteen percent (15%) of the Machines' retail sales price shall apply.

Acceptance:

* This order is not binding until accepted by an authorized representative of IGT.

Valid for 30 days:

* The prices, terms, and conditions expressed above are valid for a period of not more than 30 days from the date of this order.

Fax:

* Parties hereto agree that the execution of a facsimile of this sales order shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

EQUIPMENT SPECIFIC PROVISIONS:

Chair Disclaimer:

* IGT is not the manufacturer of the chairs in the attached Sales Order. IGT shall not be liable for direct, indirect, incidental, or consequential damages from use or malfunction of the chairs. All warranties express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. Customer shall indemnify, save and hold IGT harmless from and against any liability or damage from injury or loss arising out of possession or use of the chairs on Customer's premises.

Reconditioned Machines:

* Machines are used, but reconditioned. Machines are purchased "as is" with no express or implied warranties subject only to 30 day parts warranty stated herein.

Cashless Gaming Machines. Each gaming machine obtained hereunder with cashless capability (a "Licensed Cashless Gaming Machine") is provided under a limited license to one or more of the following U.S. Patent Nos. 5,290,033; 5,265,874; 5,429,361; 5,470,079; 6,048,269; 6,729,957; 6,729

,958; and 6,736,725. Any use of a Licensed Cashless Gaming Machine constitutes the acknowledgement of and agreement to the following "Limited License":

a. Licensed Cashless Gaming Machine License Rights. Licensed Cashless Gaming Machines are licensed for use solely in connection with a cashless gaming system that is separately licensed under these patents (a "Licensed Cashless Gaming System"). The use of a Licensed Cashless Gaming Machine with an unlicensed gaming system that has cashless capability is an unlicensed use.

b. Other License Limitations. Each Limited License is expressly limited to the original Licensed Cashless Gaming Machine (i.e., one serial number per license). A license may not be transferred from one gaming machine to another. Any unauthorized transfer voids this license.

Cashless Gaming Systems. Each gaming system obtained hereunder with cashless capability (a "Licensed Cashless Gaming System") is provided under a limited license to one or more of the following U.S. Patent Nos. 5,290,033; 5,265,874; 5,429,361; 5,470,079; 6,048,269; 6,729,957; 6,729

,958; and 6,736,725. Any use of a Licensed Cashless Gaming System constitutes the acknowledgement of and agreement to the following "Limited License":

a. Licensed Cashless Gaming System License Rights. Licensed Cashless Gaming Systems are licensed solely for use to facilitate the



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cashless aspects of gaming machines that are separately licensed under these patents ("Licensed Gaming Machines"). The use of a Licensed Cashless Gaming System to facilitate cashless transactions by an unlicensed gaming machine is an unlicensed use.

b. Other License Limitations. Each Limited License is expressly limited to the original Licensed Cashless Gaming System (i.e., one serial number per license). A license may not be transferred from one gaming system to another. Any unauthorized transfer voids this license.

c. Transferred Cashless Gaming Machines. Any Cashless Gaming Machine (other than a Bally Licensed Cashless Gaming Machine or an IGT Licensed Cashless Gaming Machine) transferred to Customer from an Affiliated Property must have a transfer authorization certificate issued by IGT before such Cashless Gaming Machine can be considered a Licensed Cashless Gaming Machine and connected to a Licensed Cashless Gaming System; without such transfer authorization certificate such Cashless Gaming Machines shall be deemed an unlicensed Cashless Gaming Machine. Any Cashless Gaming Machine (other than a Bally Licensed Cashless Gaming Machine or an IGT Licensed Cashless Gaming Machine) acquired by Customer from a non-Affiliated Property shall be deemed an unlicensed Cashless Gaming Machine, even if such Cashless Gaming Machine was previously licensed because such license is not transferable between non-Affiliated Properties. For purposes of this Limited License, Affiliated Properties are properties with a common owner who has a majority interest in both properties.

Multi-Hand Poker Games:

* There is a daily license fee on each Multi-Hand Poker game pursuant to the terms and conditions of the Multi-Hand Poker Intellectual Property License Agreement between the Customer and IGT. This fee is payable for as long as the game chips are registered with the Customer and any cancellation of said agreement requires 30 days notice, in writing, to IGT.

Summary - Machines

- 100 G20 GAME KING AVP
 - 5 - DA VINCI'S DIAMONDS CDS
 - 10 - DESERT SPIRIT CDS
 - 15 - LIL' LADY CDS
 - 10 - LION DANCE CDS
 - 15 - LOTUS FLOWER CDS
 - 5 - LUCKY LION FISH 20L CDS
 - 5 - MYSTICAL MERMAID CDS
 - 5 - RAINBOW RICHES 20L CDS
 - 5 - REMBRANDT RICHES CDS
 - 5 - SUPER SALLY'S SHRIMPANIA CDS
 - 10 - WILD WOLF CDS
 - 10 - WOLF RUN CDS

100 Total Machines

Gross Sales		1,585,000.00
Discounts		47,550.00-
Shipping Charges		
Subtotal		1,537,450.00
Subtotal Non-taxable	1,537,450.00	
Subtotal Taxable		
Tax		1,537,450.00



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Total USD

Pricing may include license fees. However, no discounts are applied to license fees.

Discounts are calculated on a per line item basis, so slight rounding differences may occur.

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



May 20, 2009

Cameron Goodwin
General Manager
Little Creek Casino Resort
91 West State Route 108
Shelton, WA 98584

Cameron,

Per our meeting at NIGA and your conversations with Mark, below you will find a "Parts Coupons" rebate agreement. Please sign your approval on two copies, and mail back one of them to us as soon as you can – keeping the other for your records. In the below agreement Little Creek Casino is referred to as "Location".

For a one year period beginning at the time that the games on sales order 494851 are released for play to the public, provided that Location reaches and maintains a minimum of one hundred (100) games, IGT will provide to Location Parts Coupons equal to \$.50 per game per day^[1]. On a quarterly basis Location will receive such Parts Coupons which have been earned. Parts Coupons, if any, will be provided within thirty days of the conclusion of each calendar quarter during the term of term, and such Parts Coupons shall expire ninety days after issuance. If in a quarter Location fails to maintain the minimum 100 units for that calendar quarter, Parts Coupons will not be provided for that quarter and for subsequent quarters until the 100 units is again reached. Parts Coupons shall only be valid toward the purchase of parts or machine conversions. The Parts Coupons have no cash value and cannot be used for any payments including payments toward machine purchases, MegaJackpot daily fees, or for the payment of Third Party License Fees.

Thank you for your continued support; it is always a pleasure to work with you. Please feel free to give me a call at 775-448-1767, or you can contact Mark at 503-701-9636 if you have any questions.

Respectfully,

Patrick Minnix
Director, Pacific Region Sales

cc: Leo Previti, Crystal Strand, Mark Chan - IGT

<p>Approved and Accepted by Little Creek Casino Resort:</p> <p>X _____</p> <p>_____</p> <p>Title</p> <p>on May____, 2009</p>
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^[1] By way of example, should Location maintain 100 game units for the entire one year period IGT will provide a total of \$18,250 in parts coupons during the year (\$4,562.50 per quarter) calculated as 100 games X 365 days X \$.50 = \$18,250. Should Location be thirty (30) days or more in arrears on payments to IGT, Parts Coupons may be held by IGT until such time as Location again becomes current.