



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 13- 04

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 has for many years purchased gaming machines from IGT; and

WHEREAS, the Casino recently acquired the ability to locate additional gaming machines on the Casino floor; and

WHEREAS, staff has negotiated the terms of a new Agreement for the purchase of 40 machines for a total price of \$605,558 paid over one year.

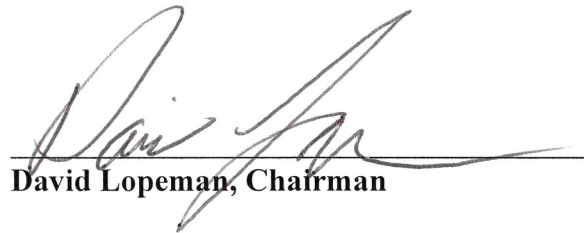
NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council authorizes the Little Creek Casino Resort to enter into the attached Equipment Standard Terms and Conditions Agreement and Financing and Security Agreement (the "Agreements") with IGT to provide gaming machines.

NOW THEREFORE BE IT FURTHER RESOLVED, the Tribal Council specifically limits its waiver of sovereign immunity for the purposes of this Contract to those limited waivers as stated on page 6 of the Financing and pages 5-6 of Equipment Agreements; and

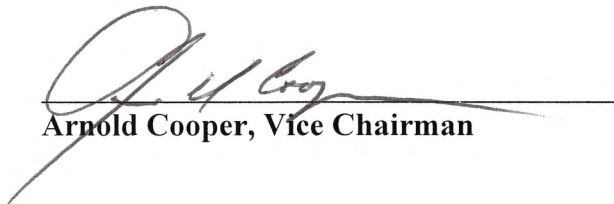
NOW THEREFORE BE IT FINALLY RESOLVED, that the Tribal Council hereby authorizes Michael Starr, Casino CEO to do any and all accounts necessary to effect execution of the Contract.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 10th day of January, 2013, 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: 
Pete Kruger Sr., Secretary


Arnold Cooper, Vice Chairman



9295 Prototype Drive
Reno, NV 89521

Customer:

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

Order Number: 745956
Order Date: 10/31/2012
Account Manager: Mark Chan
Order Type: CDS Gaming
INCO Terms: FOBDestination
Billing Terms: Contract
Customer PO:
Carrier:
Page 1 of 2
Print Date & Time: 11/07/2012 08:06:58

Qty	Description	Unit Price	Disc (%/%)	Gross Extended Price	Extended Discount	Net Extended Price
25	G23 GAME KING AVP V2	16,999.00	14.240%	424,975.00	60,516.45-	364,458.55
25	Theme	2,995.00	14.240%	74,875.00	10,662.18-	64,212.82
25				499,850.00	71,178.63-	428,671.37
15	G20 GK AVP BAR TOP	10,499.00	14.240%	157,485.00	22,425.87-	135,059.13
15	Theme	2,995.00	14.240%	44,925.00	6,397.32-	38,527.68
15				202,410.00	28,823.19-	173,586.81
40	Machine Total					702,260.00
	Other Totals					0.00
	Gross Totals					702,260.00
	Discount Total					100,001.82-
	Shipping Charges					3,300.00
	Subtotal					605,558.18
	Subtotal Non-Taxable			605,558.18		
	Subtotal Taxable			0.00		
	Tax					0.00
	Total USD					605,558.18

Order Comments

TERMS: 12 EQUAL MONTHLY PAYMENTS AT ZERO INTEREST

**

Game Performance Guarantee Program Contract Agreement:

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

As a condition of converting the game theme, the customer must return the original licensed dongle. If IGT does not receive the original license dongle within 30 days of shipping the conversion, Customer will be invoiced for the Conversion. The customer is entitled to one Conversion per machine listed in this order.

EQUIPMENT
STANDARD TERMS AND CONDITIONS AGREEMENT

This Equipment Standard Terms and Conditions Agreement (the "Agreement") is made as of the last date appearing below (the "Effective Date"), by and between IGT®, a Nevada corporation ("IGT") and Little Creek Casino, an unincorporated, wholly owned enterprise of the Squaxin Island Tribe, located on the Squaxin Island Reservation, Washington, 91 W State Route 108, Shelton, Washington 98584-9270 ("Customer").

WHEREAS, IGT is a leader in the design, development and manufacture of gaming devices and gaming software systems; and

WHEREAS, Customer is an unincorporated, wholly owned enterprise of the Squaxin Island Tribe, 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 desires to sell and Customer desires to purchase gaming devices and associated equipment for Customer's gaming entity.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in this Agreement, IGT and Customer agree as follows:

1. Term. The term of this Agreement (the "Term") shall be for two (2) years commencing upon the Effective Date, but shall automatically be renewed for successive one (1) year periods, unless otherwise terminated or amended. Notwithstanding the foregoing provision, either party may terminate this Agreement with or without cause upon giving ninety (90) days prior written notice to the other party and thereafter this Agreement will not be applicable to subsequent transactions.

2. Sale of Machines.

A. The sale of new gaming machines ("Machines"), parts and assemblies (jointly "Equipment") from IGT to Customer shall be pursuant to this Agreement, as may be amended from time to time.

B. All Equipment purchased pursuant to this Agreement shall be sold by IGT at the IGT Products Price List in effect when the applicable sales order ("Order") is executed between the parties and as described in such Order less any applicable discount or trade-in.

3. Payment Terms. Unless other payment terms are specified in a particular Customer Order, Customer understands and agrees that payment in full of the amounts due under any Customer Order is due and payable when Machines and/or Equipment are delivered to Customer's specified location. If IGT and Customer enter into any subsequent written agreement for the Machines and/or Equipment referenced herein, then that agreement shall prevail. Customer's Order for Machines and/or Equipment shall be subject to credit approval. For so long as any amount is unpaid Customer hereby grants IGT a security interest and IGT hereby retains a security interest in the Equipment. Customer agrees that IGT's interest is the first lien against the Equipment. Customer agrees that IGT may take commercially reasonable measures to perfect said security interest. Upon full payment by Customer, the security interest shall be self-terminating.

4. Late Charge. A late charge may apply to any amounts invoiced by IGT where payment is not received by IGT's Reno, Nevada office within the payment terms of the invoice. The late charge will be calculated at a rate of 1.5% of the unpaid amount per month (18% per annum) and will be considered due and payable immediately upon invoice by IGT.

5. Delivery Schedule. IGT will use commercially reasonable efforts to meet the delivery schedule as requested by Customer, however, time shall not be of the essence as to any delivery schedule. IGT assumes no liability, consequential or otherwise, for any delay or failure to deliver all or any part of any Order for any reason. Some programs on an Order may not have received regulatory approval at the time of the execution of the Order or prior to 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.

6. Delivery Terms. In the absence of a written agreement to the contrary, the means of shipment will be at the discretion of IGT. Customer will pay all reasonable costs of shipment. The situs of the transaction, transfer of title and the execution and delivery of this Agreement has occurred on Indian lands.

7. Cancellations. Any changes or modifications of any Order during the period of two weeks prior to delivery will be at the Customer's expense.

8. Restocking Charges. 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.

9. Trade-In Machines. Customer understands and agrees that all machines accepted by IGT as trade-in machines are to be forthwith transferred by Customer to IGT free and clear of any liens or encumbrances, in good working order, and are in aesthetically good condition.

10. Taxes and Fees. Customer shall pay and have full responsibility, without right to reimbursement from IGT, for all fees, taxes, assessments, charges, registration fees and any other fee or charge (excluding IGT's vendor license fees and taxes or fees based on net income). Fees, taxes and charges include but are not limited to any tribal and/or gaming commission fees including special distribution fund fees, assessments, and taxes or fees based on a percentage of sales volume or which may be applicable to the ownership, possession, operation or use of the gaming devices, system and related Equipment. IGT shall not be liable for any taxes, fees, or charges for any purpose including, but not limited to, those that may arise out of the installation, placement or operation of the Equipment at the Tribal Gaming Facility. In the event any of the aforementioned taxes or fees are imposed on IGT, IGT may seek reimbursement from Customer.

11. WARRANTY. IGT WARRANTS THAT FOR A PERIOD OF 90 DAYS FOLLOWING INSTALLATION, NEW IGT MACHINES AND EQUIPMENT INSTALLED HEREUNDER WILL BE SUBSTANTIALLY FREE FROM DEFECTS AND IN GOOD WORKING CONDITION. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF NON COMPLIANCE WITH THE FOREGOING WARRANTY 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, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. 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 SUPPLIERS, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, OR AGENTS BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF THIS

AGREEMENT. IGT SHALL NOT BE LIABLE IN ANY RESPECT FOR THE ACCEPTANCE OF COUNTERFEITS AND/OR FRAUDULENT MATERIALS. ANY UNAUTHORIZED MODIFICATION, ALTERATION, OR REVISION OF ALL OR ANY PORTION OF THE IGT EQUIPMENT WHICH IS THE SUBJECT OF THIS AGREEMENT SHALL CAUSE THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH TO BE NULL AND VOID. IN NO EVENT SHALL IGT'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE EQUIPMENT THAT IS THE SUBJECT OF THE CLAIM.

12. Defined Terms. 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. Due to the strategy employed by each individual player in games involving player skill, IGT cannot predict the actual observed par, payback percentage or percentage hold values with certainty. The IGT computer calculation program attempts to account for optimum skill strategy to provide customers with a comparative measure between games. 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.

13. Chair Disclaimer. IGT is not the manufacturer of the chairs in any 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, to the extent such injury or loss arises out of Customer's misconduct or negligence and to the extent of available insurance.

14. Purchase Order. The terms and conditions stated herein shall prevail over any terms and conditions on any Purchase Order submitted by Customer.

15. Indemnification.

A. Subject to the terms and conditions of this Section 15, IGT will (a) defend at its expense any filed lawsuit (a "Claim") brought against Customer by a third party (the "Claimant") to the extent such Claim alleges that the Equipment provided by IGT to Customer under this Agreement violates or infringes the Claimant's patents, trademarks or copyrights or misappropriates the Claimant's trade secrets (collectively, "IP Rights"), and (b) either (i) indemnify Customer with respect to any final, non-appealable judgments, costs, fines or penalties awarded, entered or assessed against Customer by a court of competent jurisdiction that directly result from a Claim, or (ii) pay the value of any settlement with the Claimant agreed to by IGT.

B. If a temporary or permanent injunction is obtained against the use of any part of the Equipment for the reason that it infringes any third party's intellectual property rights or there is a reasonable likelihood of such an injunction, IGT may at its option (a) modify the Equipment to avoid the allegation of infringement, (b) obtain for Customer the right to continue using the Equipment, or (c) replace the allegedly infringing Equipment with non-infringing technology that is functionally equivalent to the Equipment.

C. IGT will not be liable or have any obligations hereunder for any infringement of IP Rights resulting from (a) the unauthorized combination, utilization or integration of the Equipment with Customer's or any third party's products or technology, (b) compliance with Customer's designs, specifications or instructions; (c) unauthorized modification of the Equipment by any entity other than IGT, or (d) use of the Equipment other than as specified in IGT's published specifications and documentation. In the event a claim is made against IGT

arising from the circumstances described in subsections (a) through (d) above, Customer will defend and indemnify IGT against such claim and damages and expenses related thereto at its sole expense.

D. To receive the foregoing defense and indemnities under this Section 15, the party seeking defense and indemnification must (a) notify the other party in writing of a Claim promptly after learning of the Claim, (b) tender sole control of the investigation, defense and/or settlement of the Claim to the indemnifying party, (c) provide reasonable cooperation in the investigation, defense and/or settlement of the Claim, and (d) make no admission of guilt or liability with respect to the Claim. The indemnified party may, at its sole expense, actively participate in any suit or proceeding, through its own counsel.

E. The obligations of IGT set forth above in Section 15.A are the sole obligations and exclusive liability of IGT to Customer, and Customer's sole recourse and remedy against IGT, for any claim or allegation of violation, infringement or misappropriation of an IP Right by the Equipment.

F. In no event shall IGT's liability for Claims under Section 15.A exceed the amounts paid by Customer for the Equipment that is the subject of the Claim.

16. 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.

17. IPC/IMC Software License. Customer acknowledges that all software embodied in the Equipment and all right, title and interest in and to the intellectual property rights thereto (collectively referred to as "Software") is owned by IGT and its licensors and is protected by United States copyright laws and international treaty provisions. 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 the Software on the Equipment for Customer's own business. No source code or license to use source code is provided hereunder. Customer may not reverse engineer, decompile or reverse compile, disassemble, list, print or display any Software or otherwise attempt to obtain the source code or other proprietary information from any Software. Customer shall not modify, or permit any person other than IGT to modify the Software or any part thereof. Customer shall not distribute or otherwise disclose the Software to any third parties.

18. Entire Agreement. Unless there is a signed separate agreement between IGT and Customer affecting the Machines or Equipment purchased by Customer, this Agreement shall constitute the entire understanding between the parties with regard to the subject matter of this Agreement. There are no other understandings, express or implied, written or oral. This Agreement may not be modified, and no provision herein shall be waived, except by a written instrument signed by both parties. No waiver of any term or condition shall be deemed to waive that term or condition on a future occasion or any other term or condition, unless expressly stated in the written instrument constituting the waiver.

19. Dispute Resolution

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

agree that any arbitration or judicial proceeding shall be commenced within twelve months of when the claim accrues or shall forever be barred.

(ii) Each party agrees that it will negotiate in good faith to try to reach an amicable resolution of any dispute arising from this Agreement. If 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.

(iii) In the event the informal dispute methods under Subsection (19)(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.

20. 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 Section (20). Customer expressly and irrevocably waives its immunity from suit solely as provided for and limited by this Section (20). This waiver is granted solely in favor of IGT. 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, Customer consents to such actions in the Washington State Court system. The arbitrators shall not have the power to award punitive damages. The Customer agrees that arbitration shall be the exclusive formal dispute resolution method and Customer 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 Customer.

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

- (a) The enforcement of an arbitrator's award of injunctive relief or money damages provided that the waiver does not extend beyond the assets specified in Subsection (c) below, and provided that monetary damages do not exceed the unpaid balance of the

Equipment price, plus interest, plus reasonable attorneys' fees, if applicable except with respect to claims for willful breach of the obligations of confidentiality or willful misappropriation of intellectual property. No arbitrator or court shall have the authority or jurisdiction to order execution against any assets or revenues of Customer except as provided in this Section or to award any punitive damages against the Customer.

- (b) An action to compel or enforce arbitration or arbitration awards or orders.
- (c) Damages awarded against Customer shall be satisfied solely from the net unrestricted revenues of 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.

21. Recycled Material. In conjunction with IGT's efforts to use materials that can be recycled, some of the component parts contained in the Equipment may have been previously used, refurbished and returned to the same condition as if newly manufactured prior to installation. All such component parts are covered by the same IGT limited warranty.

22. CAUTION: Some jurisdictions require specific safety approvals from independent testing laboratories such as Underwriters Laboratory ("UL"), Canadian Standards Association ("CSA"), Communauté Européenne ("CE"), or Instituto Argentino De Normalizacion ("IRAM"). Upon shipment by IGT, appropriate certifications or waivers have been obtained. Where these certifications are required, any modification or enhancements to the Machines or Equipment described in any Order may result in the Machine or Equipment no longer being in compliance with UL, CSA, CE or IRAM certifications. Under no circumstance shall any subsequent modification be made to the Machines or Equipment described herein prior to securing appropriate approval from the applicable laboratory. Unauthorized modifications may VOID existing Regulatory and/or Safety certifications. Any liability arising out of unauthorized modifications of the Equipment shall be the sole responsibility of Customer. Any additional certification required for jurisdictional compliance will be the responsibility of the Customer.

23. Option Settings. 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. 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.

24. Triple Play Poker. The lease of the multi-hand poker game intellectual property is subject to separate license. Prior to any operation of those games, Customer shall execute a separate Multi-Hand Poker Intellectual Property License Agreement with IGT.

25. Cashless Gaming Machines. Each 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 Machine to another. Any unauthorized transfer voids this license.

26. Privileged Licenses. Customer acknowledges that IGT operates under privileged licenses in a highly regulated industry, maintains a compliance program to protect and preserve its name reputation, integrity, and good will through a thorough review and determination of the integrity and fitness, both initially and thereafter, of any person or company with which it associates. This Agreement and the association of parties are contingent on the continued approval under the compliance program of IGT and its compliance committee. Customer shall cooperate with IGT and its compliance committee as reasonably requested and provide the committee with such information as it may reasonably request on appropriate notice. If IGT or its compliance committee withdraws its approval of this Agreement or any Order, then IGT may terminate this Agreement and/or any and all Orders immediately and neither party shall have any additional rights hereunder except those provided elsewhere in this Agreement. In addition, IGT may terminate this Agreement and/or any and all Orders in the event that IGT or its compliance committee discovers facts with respect to the Customer that would, in the opinion of IGT or its committee or both, jeopardize the gaming licenses, permits, or status of IGT or any of its subsidiaries or affiliates, with any gaming commission, board, or similar regulatory or law enforcement authority. 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.

27. Minimum Internal Control Standards. In providing any Equipment or services to Customer, IGT agrees that IGT's Equipment, whether comprised of hardware, software or a combination of each, have been tested and approved by Gaming Laboratories International, Inc., and meet the most recent version of Gaming Laboratories International, Inc. Technical Standard 11 (GLI-11 *Gaming Devices in Casinos*). Any change to the Equipment required by any government authority having responsibility for the licensure or approval of the Equipment shall be deemed accepted by the parties. Any change thus mandated may require a revision, as specifically designated by IGT in its sole discretion, to the list price otherwise applicable. In accordance with this section, all services provided regarding the Equipment and software will adhere to applicable laws including the Minimum Internal Control Standards (MICS) 25 CFR 542. Customer agrees to provide IGT with copies of any applicable tribal internal control standards as well as applicable tribal regulations prior to commencement of services.

28. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Customer shall not assign this Agreement without IGT's prior written consent.

The terms of this Agreement also apply to any Free Trial equipment provided by IGT, except for those terms related to sale and payment, as applicable.

IGT

CUSTOMER

By: _____

By:  _____

Title: _____

Title: CEO _____

Date: _____

Date: 1/10/13 _____

Please execute in duplicate originals remitting one fully executed original contract to IGT Legal Department, c/o Sr. Paralegal at PO Box 4231, Rapid City, SD 57709.

FINANCING AND SECURITY AGREEMENT

This Agreement is made and entered into by and between IGT®, 6355 South Buffalo Drive, Las Vegas, Nevada 89113 (hereinafter "IGT"), 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 745956

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 Six Hundred Five Thousand Five Hundred Fifty-Eight Dollars and Eighteen Cents (\$605,558.18) plus applicable taxes and system shipping costs (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 eleven (11) consecutive monthly payments of \$50,463.18 followed by one (1) consecutive monthly payment of \$50,463.20. The first monthly payment shall commence thirty (30) days from the date of delivery and continue on the same day of each month thereafter. The entire remaining balance, if not sooner paid, shall be due and payable no later than the expiration of twelve (12) months from the date of delivery (the "Term Date"). Borrower may prepay the outstanding principal balance in whole or in part at any time without penalty, upon 15 days written notice to IGT.

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 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 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 exclusive remedy for all disputes, controversies and claims arising out of this Agreement. The parties intend that such arbitration shall provide final and binding resolution of any dispute, controversy or claim, and that action in any other forum shall be brought only if necessary to compel arbitration, or to enforce an arbitration award or order. The parties agree that any arbitration or judicial proceeding shall be commenced within twelve months of when the claim accrues or shall forever be barred.

(ii) Each party agrees that it will negotiate in good faith to try to reach an amicable resolution of any dispute arising from this Agreement. If Borrower and 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 granted solely in favor of IGT or its successor. This waiver is limited to the Borrower's consent to all arbitration proceedings, and actions to compel arbitration and to enforce any awards or orders issuing from such arbitration proceedings which are sought solely in United States District Court for the District of Washington and any

federal court having appellate jurisdiction over said court, provided that if the United States District Court of Washington finds that it lacks jurisdiction, Borrower consents to such actions in the Washington State Court system. The arbitrators shall not have the power to award punitive damages. The Borrower agrees that arbitration shall be the exclusive formal dispute resolution method and Borrower hereby expressly and irrevocably waives any application of the exhaustion of tribal remedies or abstention doctrine and any other law, rule, regulation or interpretation that might otherwise require, as a matter of law or comity, that resolution of such suit or legal process be heard first in a tribal court of the Borrower.

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

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

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

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

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

6. All notices and inquiries required or permitted to be given by any provision of this Agreement must be in writing and shall be deemed to be given: (i) two (2) days after deposit with a nationally recognized overnight delivery service, delivery charges prepaid; (ii) upon the date of receipt of receipt of written confirmation that the notice was transmitted by electronic facsimile device; (iii) five (5) days after deposit with the U.S. Post Office (certified or registered mail, postage prepaid, return receipt requested); or (iv) when delivered by hand, addressed to: (1) IGT, 6355 South Buffalo Drive, Las Vegas, Nevada 89113, Attn: Kurt Shotzberger, Vice President Treasury, Credit & Risk Management, Fax No. 702-669-7038; with copy to IGT, 6355 South Buffalo Drive, Las Vegas, Nevada 89113, Attention:

General Counsel, Fax No. 775-448-0120 and (2) Borrower at the address listed above. Any party may from time to time specify a different address by notice to the other party.

7. Borrower acknowledges that IGT operates under privileged licenses in a highly regulated industry, maintains a compliance program to protect and preserve its name reputation, integrity, and good will through a thorough review and determination of the integrity and fitness, both initially and thereafter, of any person or company with which it associates. This Agreement and the association of parties are contingent on the continued approval under the compliance program of IGT and its compliance committee. Borrower shall cooperate with IGT and its compliance committee as reasonably requested and provide the committee with such information as it may reasonably request on appropriate notice. If IGT or its compliance committee withdraws its approval of this Agreement or any Order, then IGT may terminate this Agreement and/or any and all Orders immediately and neither party shall have any additional rights hereunder except those provided elsewhere in this Agreement. In addition, IGT may terminate this Agreement and/or any and all Orders in the event that IGT or its compliance committee discovers facts with respect to the Borrower that would, in the opinion of IGT or its committee or both, jeopardize the gaming licenses, permits, or status of IGT or any of its subsidiaries or affiliates, with any gaming commission, board, or similar regulatory or law enforcement authority. 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.

8. 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 _____, 2012.

IGT

Borrower

By _____
Don Morrison, IGT Capital Liaison

By _____

Its: _____

Please execute in duplicate originals remitting one fully executed original contract to IGT Legal Department, c/o Sr. Paralegal at PO Box 4231, Rapid City, SD 57709.

For UCC Filing Purposes

Please correct the preprinted information, if applicable.

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

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

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

Entity Type: Indian Tribe

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

Organizational Id Number for Legal/Corporate Entity: None

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