accordance with the requirements of the NEPA, as amended (42 U.S.C. 4321 *et seq.*); NEPA regulations (40 CFR parts 1500–1508); other appropriate Federal laws and regulations; and our policies and procedures for compliance with those laws and regulations.

Great Bay NWR, which encompasses 1,089 acres, was established in 1992 to encourage natural diversity, protect listed species, and preserve and enhance water quality. The refuge is located on a portion of the former Pease Air Force Base. Despite past land uses, including active military operations, the refuge has a diversity of habitat types including oak-hickory forest, grasslands, shrub thickets, fresh and saltwater wetlands, and open water habitats. The refuge includes 7 miles of shoreline and is the largest parcel of protected land on Great Bay. In addition, Great Bay NWR includes a 28-acre conservation easement in Concord, New Hampshire, with a mix of open pitch pine-scrub, pine-hardwood, and other scrubland. The easement is managed primarily for the federally endangered Karner blue butterfly. Since 2008, Great Bay NWR and the Karner blue butterfly easement have been managed by Parker River NWR in Newburyport, Massachusetts.

Public Availability and Comments

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment, including your personal identifying information, may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Authority: This notice is published under the authority of the National Wildlife Refuge System Improvement Act of 1997, Public Law 105–57.

Dated: May 22, 2009.

James G. Geiger,

Acting Regional Director, U.S. Fish and Wildlife Service, Hadley, MA 01035.

[FR Doc. E9–14222 Filed 6–16–09; 8:45 am]

BILLING CODE 4310–55–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Compact.

SUMMARY: This notice publishes approval of the 2009 Amendments to the Lac du Flambeau Band of Lake Superior Chippewa Indians ("Tribe") and the State of Wisconsin Gaming Compact of 1991.

DATES: *Effective Date:* June 17, 2009.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Acting Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. This Amendment allows the Tribe to play poker and other card games; pari-mutuel, keno, craps and other dice games; roulette, big wheel and other wheel games; and electronic and video facsimile versions of any authorized game. This Amendment also allows for a 25-year term limit with an automatic 25-year renewal unless served notice of nonrenewal.

Dated: June 9, 2009.

Larry Echo Hawk,

Assistant Secretary—Indian Affairs.

[FR Doc. E9–14260 Filed 6–16–09; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

[FWS–R4–ES–2008–NOXXX; 40120–1113–0000–C2]

Notice of Availability of the Puerto Rican Parrot Recovery Plan

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Notice of document availability.

SUMMARY: We, the Fish and Wildlife Service, announce the availability of the revised recovery plan for the Puerto Rican Parrot (*Amazona vittata*). The revised recovery plan includes specific recovery objectives and criteria to be met in order to reclassify this species to threatened status and delist it under the Endangered Species Act of 1973, as amended (Act).

ADDRESSES: You can obtain copies of the Puerto Rican Parrot Recovery Plan by contacting the Río Grande Field Station, U.S. Fish and Wildlife Service, P.O. Box 1600, Río Grande, Puerto Rico 00745 (telephone (787) 887–8769 Ext. 224) or by visiting our Web site at *http://endangered.fws.gov/recovery/index.html#plans.*

FOR FURTHER INFORMATION CONTACT: Marisel López at the above address (Telephone 787/887–8769, ext. 224).

SUPPLEMENTARY INFORMATION:

Background

Once abundant and widespread on the Puerto Rican archipelago, the Puerto Rican parrot is considered one of the ten most endangered birds in the world. Largely green with a red forehead and blue flight feathers, the parrot is one of nine *Amazona* parrots occurring in the West Indies. The species is one of the smallest in its genus. Presently, a minimum of 25–28 individuals survive in the wild in the El Yunque National Forest (YNF) in eastern Puerto Rico and 22–28 in the Río Abajo Forest (RAF) in north central Puerto Rico. Two captive population facilities hold more than 228 individuals: the Iguaca Aviary and the José L. Vivaldi Aviary in eastern and west-central Puerto Rico, respectively.

The Puerto Rican parrot is a fruit-eating cavity nester seldom seen far from forests. Due to its nesting requirements, it depends on mature forests with large cavity-forming trees. The decline of the parrot and its restricted distribution are due to many factors, but mostly due to widespread habitat loss (*e.g.*, deforestation.)

At present, in addition to low numbers and a limited distribution, major threats to this species are nest competition and predation of eggs and chicks, predation of fledglings and adults, parasitism, and the impact of hurricanes. Many of the threats are being controlled through management strategies.

Restoring an endangered or threatened animal or plant to the point where it is again a secure, self-sustaining member of its ecosystem is a primary goal of the endangered species program. To help guide the recovery effort, we are preparing recovery plans for most listed species. Recovery plans describe actions considered necessary for conservation of the species, establish criteria for downlisting or delisting, and estimate time and cost for implementing recovery measures.

The Act (16 U.S.C. 1533 *et seq.*) requires the development of recovery plans for listed species, unless such a plan would not promote the conservation of a particular species. Section 4(f) of the Act requires us to provide a public notice and an opportunity for public review and comment during recovery plan development. We made the draft

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

MAY 29 2009

Honorable Carl W. Edwards
President, Lac du Flambeau Band
of Lake Superior Chippewa Indians of Wisconsin
P.O. Box 67
Lac du Flambeau, Wisconsin 54538

Dear President Edwards:

On April 16, 2009, we received the Tribal Gaming Compact between the Lac du Flambeau Band of Lake Superior Chippewa Indians (Tribe) and the State of Wisconsin (State) concerning Class III Gaming, (Amendment), executed on April 8, 2009. We have completed our review of this Amendment and supporting document. And conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Amendment. This Amendment shall take effect when the notice of our approval, pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. §2710 (d)(3)(B), is published in the Federal Register.

A similar letter is being sent to the Honorable Jim Doyle, Governor, State of Wisconsin. We wish the Tribe and the State continued success in their economic venture.

Sincerely,

George T. Skibine
Deputy Assistant Secretary
for Policy and Economic Development
Office of the Assistant Secretary – Indian Affairs

2009 AMENDMENTS TO THE
LAC DU FLAMBEAU BAND OF LAKE SUPERIOR CHIPPEWA INDIANS
and
STATE OF WISCONSIN
GAMING COMPACT OF 1991

This Agreement is entered into by and between the Lac du Flambeau Band of Lake Superior Chippewa Indians ("Tribe") and the State of Wisconsin ("State").

WHEREAS, Section XXX. of the Lac du Flambeau Band of Lake Superior Chippewa Indians and the State of Wisconsin Gaming Compact of 1992 (Compact) provides that it may be amended upon the written agreement of both parties; and

WHEREAS, The State and the Tribe amended the Compact in 1998 to, among other matters, extend the Compact until July 1, 2004; and

WHEREAS, The State chose not to serve a notice of nonrenewal on the Tribe pursuant to Section XXV.B. of the Compact, thereby allowing the Compact to extend for an additional five years until July 1, 2009; and

WHEREAS, the Indian gaming industry has grown to be a significant industry in the economy of the State as well as a significant contributor to its tourism, and

WHEREAS, both parties wish the Compact to continue and believe the amendments to the Compact contained herein serve the best interests of both the State and the Tribe,

The State and the Tribe do hereby agree to amend the Compact as set forth below:

1. Section II.C. of the Compact is amended by deleting the semi-colon and adding the following language:

   and evidence the joint cooperation of the Tribe and State in fostering a mutually beneficial and respectful government-to-government relationship in the conduct and regulation of Class III games on Tribal Lands;

2. Section IV.B. is amended by adding the following language:

   Nothing shall prohibit promotions in which play of a Class III game is limited to patrons participating in a program which tracks the gaming activity of, and/or provides prizes to, such patrons. Rules and minimum internal control standards for the promotion and the Class III game shall be subject to the requirements of Section XXXIV.

3. Section III. C. is deleted in its entirety and replaced with the following:

   "Lottery Board" shall be deemed to refer to the State of Wisconsin Department of Administration, Division of Gaming ("Department"), its authorized officials, agents, and

representatives.

4. Section III.E. is renumbered III.F. and a new III.E. shall be inserted as follows:

"Net win" shall be defined, for house banked games, as the amount wagered in Class III gaming, less fills and the amount paid out in jackpots and prizes, including the actual cost to the Tribe of any noncash prize which is distributed to a patron as the result of a specific, legitimate wager. For non-house banked games net win shall mean the gross revenue received by the Tribe for conducting the Class III game.

5. Section IV.A. of the Compact is amended by replacing the semicolon (";") and the word "and" after "3. Blackjack" with the words "and variations of Blackjack" followed by a semicolon (";"), replacing the period (".") after "where bingo is being played" with a semicolon (";"), and adding the following Subsections:

5. Poker and all variations of poker, which the parties agree are not Class II games within the meaning of 25 U.S.C. 2703(7)(A)(ii) and are Class III games under 2703(8);

6. Other card games, including banked and non-banked games, which the parties agree are Class III games whenever conducted by the Tribe;

7. Pari-mutuel wagering on live simulcast horse, harness, and dog racing events;

8. Keno and other forms of lotteries;

9. Craps and other dice games;

10. Roulette, big wheel, and other wheel games;

11. Electronic and video facsimile versions of any authorized game; and

12. Any other game involving prize, chance and consideration that is played on tables or electronic mechanical devices, except sports book. For purposes of this subsection, "sports book" means a betting, gambling, or wagering scheme in which the outcome is determined by an event that occurs outside of the gaming facility at which the wagers are placed, but shall not include, pari-mutuel racing. Nothing herein shall be construed as prohibiting the Tribe from offering a progressive jackpot or wide area progressive games as part of a network with an aggregate prize or prizes, or as prohibiting the Tribe from utilizing common carriers for pari-mutuel wagering as may be authorized by state or federal law.

6. A new Section IV.A.13. is added as follows:

13. Tournaments.

1. The Tribe may allow the play of tournaments that permit a player or players to either purchase or be awarded the opportunity to engage in competitive play against other players in a game that is authorized by this Section, if all procedures required by Section XXXIV. regarding the rules of play and MICS for the game have been completed. The Tribe may utilize electronic games of chance in tournaments that have actual and/or theoretical payout percentages in excess of 100%.

2. The rules for conduct of each tournament shall be reduced to writing and shall be provided to the Department and the Tribal Gaming Commission at least fourteen (14) days prior to the scheduled start of each tournament, furnished to all tournament players prior to the beginning of the tournament, and conspicuously posted in a location visible for all patrons to see.

3. In the event the Department determines the rules and/or MICS submitted pursuant to this Section are substantially and materially different than the rules of play and/or MICS submitted for review under Section XXXIV., the Department shall notify the Tribe in writing of the specific differences it believes exist, and any reason the difference does not meet the criteria contained in Section XXXIV. D. 3. If the Department serves such a notice the Tribe shall not conduct a tournament until all procedures required by Section XXXIV. regarding the rules of play and/or MICS have been completed.

7. Subsection IV.C. is deleted in its entirety and replaced with the following:

C. Except as provided in par. XV.D.17. of this Compact, and this sub-section C, the Tribe shall not conduct or permit any Class III gaming or any component thereof outside Tribal lands, including use of common carriers (such as telecommunications, postal or delivery services) for the purpose of sale of a ticket or playing card to, or placement of a wager by, a person who is not physically present on Tribal lands to purchase the ticket or card or place the wager. The Tribe may utilize common carriers for electronic transmission of information necessary for the conduct of a Class III game authorized by this Section to allow players at multiple facilities to play the same game if the following conditions are met:

1. the information is transmitted only between electronic games of chance on Tribal lands and electronic games of chance in Wisconsin;

2. all linked electronic games of chance are operated by a Wisconsin Tribe

that is a party to a Compact which authorizes the Class III game and electronic transmission of wagering information as provided herein; and

3. the procedures in Section XXXIV. of the Compact, including establishment of standards governing electronic transmission of information, shall be completed before the Tribe may operate the game.

8. The following shall be added at the end of Section V.D.:

This Section shall not prohibit the use of non-cash wagering instruments if such instruments are utilized in accordance with the Compact.

9. Section V. G. is created to read:

G. The Tribe shall establish the number of games which may be operated on Tribal lands, the hours and locations of operation, and the limits on wagers or pot sizes as may be deemed appropriate in the sole discretion of the Tribe.

10. Section V. H. is created to read:

H. Individuals Excluded from Tribal Gaming Facilities.

1. The Tribe shall permanently exclude from any and all premises on which Class III gaming is conducted any individual found by the Tribe or Department to have committed any of the following activities, unless the Tribe determines the specific facts and circumstances surrounding the commission of the activity demonstrate that the presence of the person in a Class III gaming facility does not pose a continuing threat of commission of the following activities:

a. Using or possessing while in a Class III gaming facility a device to:
   (1) Assist in projecting the outcome of a game;
   (2) Assist in keeping track of cards played;
   (3) Assist in analyzing the probability of the occurrence of an event relating to a Class III game; or
   (4) Assist in analyzing the strategy for playing or wagering to be used in a Class III game, except as authorized by a Tribal gaming ordinance.
   (5) For purposes of this Section the term "device" does not include commercial publications, materials distributed by the casino to patrons, or printed materials created by patrons, which assist in the understanding or playing of a game and/or in the formulation of strategy, but do not manipulate the play of the game, probabilities or payout.

b. Altering the selection of criteria which determines the result of a

Class III game or the amount or frequency of payment in a Class III game.

c. Placing a wager after acquiring knowledge, not available to all players, of the outcome of the Class III game which is the subject of the wager or to aid the person in acquiring the knowledge for the purpose of placing a wager contingent on that outcome.

d. Claiming, collecting, taking, or attempting to claim, collect or take, money or anything of value in or from a Class III game, with intent to defraud, without having made a wager contingent on winning the Class III game, or claiming, collecting or taking an amount of money or thing of value of greater value than the amount won.

e. Attempting any of the foregoing, or aiding another in committing or attempting to commit any of the foregoing.

2. For all persons found by the Tribe to have committed one or more of the foregoing practices, the Tribe shall issue a written notice of its finding and forward the notice to the Department within five (5) days of its issuance. The notice shall contain, at a minimum, if available, the following information for each excluded person:

a. Full name, date of birth and all known aliases;
b. A physical description;
c. The effective date of the exclusion and the reasons therefore;
d. A photograph, if available; and
e. The person's occupation, last known home address and business address;
f. If a permanent exclusion is not issued by the Tribe, a detailed explanation as to why the continued presence of the person in a Class III gaming facility does not pose a continuing threat of further prohibited activity.

3. The Tribe shall maintain a listing of all persons excluded from its Class III gaming facilities which contains, if available, all information required under sub. 2., above. Nothing in this provision affects the right of the Tribe to exclude a person for any reason that is not prohibited by law.

11. Section V.I. is created to read:

I. In order to develop and foster a positive and effective relationship in the enforcement of the provisions of this Compact and its appendices, representatives of the Tribe and the State shall meet, at least once per year, solely to review past practices and examine methods to improve the regulatory program created by this Compact. To the extent practicable each party shall disclose to the other, prior to the meeting, any specific concerns or proposals to enhance the effective regulation of gaming under this Compact. The meetings shall take place at a mutually-convenient location or as otherwise determined by the parties.

12. Section VII.B. of the Compact is amended by replacing $10,000 with $25,000.

13. Section VII.C. of the Compact is amended by replacing $10,000 with $25,000.

14. Section VII.D. of the Compact is amended by adding Subsections (4) and (5) as follows:

4. Temporary Certification. The Department may, in its sole discretion, grant a temporary Certificate to an applicant for a Certificate if the following criteria are met: a complete application has been filed with the Department; the Tribe has filed a written request with the Department to grant the applicant a temporary Certificate; and the applicant holds a current gaming license for a position substantially similar to the proposed activities in Wisconsin, issued by one of the States of Nevada, New Jersey, or such other jurisdiction determined by the Department to conduct background investigations of applicants which are substantially similar in scope to those conducted by the Department. The temporary Certificate shall allow the applicant to provide gaming related goods or services to the Tribe until such time as the Department may suspend or revoke the temporary Certificate pursuant to subsection (5), or the Department denies the application for a Certificate. If, after receiving temporary certification, the Department finds cause to deny the contractor a Certificate, or suspend or revoke the temporary Certificate, any contract entered into by the contractor and the Tribe shall be considered null and void, and all consideration received by the contractor while holding a temporary Certificate shall be returned to the Tribe.

5. Suspension or Revocation of a Certificate.

a. The Department may suspend or revoke a Certificate:
   (1) Upon a determination pursuant to subsection (D)(1)(a), (b), or (c); or
   (2) If the Certificate holder has committed multiple violations of the Compact, or demonstrated an unreasonable disregard for the provisions of the Compact;

b. Before suspending or revoking a Certificate, the Department shall inform the Tribe of the proposed suspension or revocation, unless the State determines immediate action is necessary to protect the public health, safety or welfare or the integrity of Class III gaming. Prior to the suspension or revocation of a Certificate, the Certificate holder shall have a right to a hearing before the Department. The provisions of Chapter 227 of the Wisconsin Statutes shall govern the conduct of such hearings.

15. Section IX.B. of the Compact shall be amended by deleting the words "Tribal Council" and replacing them with "Tribal Gaming Commission", and deleting the word "Council", and replacing it with "Tribal Gaming Commission", and deleting the word "legislative", so the Subsection now reads:

B. The restriction in par. A.1. shall not disqualify an applicant or employe if the Tribal Gaming Commission waives such restriction by resolution after the applicant or employe has demonstrated to the Tribal Gaming Commission evidence of sufficient rehabilitation and present fitness.

16. Section X.A.1. of the Compact is amended by adding the words "relating to any component of Class III gaming" after the word "records" and before the word "which", so the Subsection now reads:

1. All accounting records relating to any component of Class III gaming, which shall be kept on a double entry system of accounting, including detailed, supporting and subsidiary records.

17. Section X.A.5. of the Compact is amended by adding the words "required to be certified pursuant to Sections VII. or VIII." after the word "contractors", so the Subsection now reads:

5. Contracts, correspondence and other transaction documents relating to all vendors and contractors required to be certified pursuant to Sections VII. or VIII.

18. Section X.A.7 of the Compact is amended by adding the words "of any component of Class III gaming" after the word "audits" so the Subsection now reads:

7. All audits of any component of Class III gaming prepared by or on behalf of the Tribe.

19. Section X.A.8. of the Compact shall be amended by deleting the phrase "employe work schedules" and replacing it with "records of the dates and times an employe worked", and deleting the last sentence, so the Subsection now reads:

8. Personnel information on all Class III gaming employes or agents, including complete sets of each employe's fingerprints, employe photographs, and employe profiles and background investigations, except that records of the dates and times an employe worked shall be maintained for a period of at least 2 years.

20. Section X.B.1 of the Compact is amended by adding the following sentence at the end of the Subsection:

The State agrees that it will not copy the following personally identifiable information regarding Class III gaming patrons enrolled in a program which tracks the gaming activity of, and/or provides prizes to, such patrons (player rewards program) unless the information is reasonably calculated to lead to the discovery of information relevant to an investigation of a violation of the Compact; patron address, phone number, date of birth, social security number, and email address. The foregoing sentence applies only to the database maintained by the Tribe to administer its' player rewards program.

21. A new Section X. D. is created to read:

D. Document Storage

1. Records identified under this Section shall be kept in paper format for two years, or until the Department notifies the Tribe in writing that retention of paper records over one year old is not necessary for the conduct of inspections pursuant to Section XX. After this retention period the paper records may be disposed of as long as an electronic facsimile of the original is available and capable of being reproduced in paper form. Said reproduction will meet the standard for admissibility of a duplicate as stated in Wis. Stat. Sections 910.01 and 910.03.

2. Records that are originally created in electronic format are not required to be stored in paper format as long as the electronic copy is stored and capable of being printed on a piece of paper. Said reproduction will meet the standard for admissibility of a duplicate as stated in Wis. Stat. Sections 910.01 and 910.03.

3. Records stored in electronic format are subject to all other requirements of this Section.

22. A new Section X.E. is created to read:

E. Representatives of the Tribe and the State shall meet, at least once per year, to discuss the procedures utilized to maintain the confidentiality of Tribal records as required by Section X. of this Compact. The Tribe may submit written recommendations to the State regarding the manner in which the State protects the confidentiality of Tribal records. Such comments shall be submitted no later than 30 days after the date of a meeting held pursuant to this Section. The meetings shall take place at a mutually convenient location or as otherwise determined by the parties. The first meeting shall take place no later than 90 days after the notice of the Compact amendments of 2009 is published in the Federal Register.

23. The following language will be inserted after the first sentence of Section XIV.B.:

The scope of the inspection shall be determined by the state certified inspector in accordance with usual and ordinary practice for commercial building inspections, and need not involve the building code provisions, or successor provisions, cited in subsection A.

24. Section XV.D.14. is deleted in its entirety.

25. Section XV.H. is amended by adding the following language to the end of the section:

unless the State by amendment to this Compact consents to additional locations.

26. Section XV.I is deleted in its entirety.

27. Section XVI. B.1. and 2. are deleted in their entirety, and Section XVI.B. is created to read:

B. Blackjack games authorized and operated under this section shall be conducted on tribally owned land or land held in trust by the United States on behalf of the Tribe, but only on such lands within the exterior boundaries of the tribal reservation unless the State by amendment to this Compact consents to additional locations.

28. Section XVI.C.3.j. is amended by deleting the first sentence.

29. Section XVI.C.14.b. is deleted in its entirety.

30. Section XXII. is deleted in its entirety and replaced with the following:

XXII. DISPUTE RESOLUTION

A. Purpose. The Tribe and the State agree that it is in the best interest of both parties that any dispute under this Compact be resolved in a fair, efficient, timely and equitable manner.

B. Matters Subject to Dispute Resolution. Unless otherwise provided herein, or upon mutual agreement, any dispute between the Tribe and the State arising under this Compact shall be resolved pursuant to terms of this Section XXII.

C. Negotiation. If either the Tribe or the State believes the other has failed to comply with the requirements of this Compact, or believes the other is acting upon an incorrect interpretation of a provision of this Compact, then either party may serve a written notice on the other identifying the specific provision or provisions of the Compact in dispute and specifying in detail the factual bases for any alleged non-compliance and/or the interpretation of the provision of the Compact proposed by the party providing notice. Both parties shall participate in good faith negotiations to resolve the dispute, and, within ten (10) days following delivery of the written notice of dispute, representatives designated by the Governor of Wisconsin and the Tribe shall meet at a neutral site, or other mutually agreed upon location, to resolve the dispute.

D. Arbitration. In the event the parties fail to resolve their dispute through negotiation within thirty (30) days from the date of the first meeting to resolve this dispute, then either party may serve a written demand on the other for arbitration, and the dispute shall be resolved through arbitration at a neutral location. The arbitration shall be conducted in accordance with the following procedure:

1. Within five (5) business days from the date of receipt of the demand by the other party, each party shall appoint an arbitrator. The two party-appointed arbitrators shall then appoint a third arbitrator, and the three arbitrators shall constitute the panel. If the two arbitrators cannot select a third arbitrator within ten (10) business days from the time the second arbitrator is appointed the parties shall request the American Arbitration Association appoint an arbitrator within ten (10) business days of receipt of the request. Unless the parties agree otherwise, the arbitrators shall have demonstrated experience in Indian law and/or commercial arbitration.

2. The arbitration shall be conducted in accordance with the Federal Rules of Civil Procedure and Evidence. The arbitrators shall have the authority to provide such relief and issue such orders as are authorized by the Federal Rules of Civil Procedure

3. Within thirty (30) days from the date the panel is appointed, the panel shall hold a scheduling conference at which time the panel shall establish a date for the filing of pre-hearing motions, completion of discovery and for conducting a hearing on the matter.

4. The schedule shall provide that the arbitration process shall be completed within one-hundred eighty (180) days from the date of the panel's order establishing the schedule, unless the parties agree otherwise or unless the panel determines that compelling circumstances exist.

5. Each party shall pay for one-half (1/2) of the cost of arbitration. The parties shall be bound by any award entered by the arbitrator.

6. Last Best Offer Format. If the parties agree, the panel shall conduct proceedings according to the "Last Best Offer" format in accordance with the following, or as otherwise agreed to by the parties:

   a. No later than forty (40) days before the arbitration hearing (or forty (40) days before the date the dispute is to be submitted to the panel for decision if oral arguments have been waived), each party shall submit to the other party a last, best offer for those issues that will be decided using the last, best offer format.
   b. No later than ten (10) days before the arbitration hearing (or ten (10) days before the date the dispute is to be submitted to the panel for decision if oral arguments have been waived), or no later than ten (10) days after the conclusion of the arbitration hearing (or ten (10) days after the date the dispute is to be submitted to the panel for decision if oral arguments have been waived), a party or the parties may request permission to submit additional last, best offers. The panel may grant such requests, if, in its opinion, such additional

last, best offers will promote resolution of the dispute.

7. For each issue to be decided using the last, best offer format, the panel shall, for its decision on the issue, adopt one of the last, best offers submitted under this subsection and no other remedy. If the panel expressly determines that a last, best offer submitted by a party with respect to an issue or issues is not consistent with or does not comply with, the Act or the Compact, as they may be amended and as they are interpreted by courts of competent jurisdiction, then the panel shall reject that last, best offer and shall not consider it in rendering its decision. If the panel expressly determines that all the last, best offers submitted by the parties with respect to an issue or issues are not consistent with, or do not comply with the Act or the Compact, as they may be amended and as they are interpreted by courts of competent jurisdiction, then the panel shall reject all the last, best offers, and shall allow both parties an opportunity to resubmit last, best offers. If the panel determines that the resubmitted last, best offers should both be rejected, then the panel shall decide the issue or issues as if the parties had elected to have the issue or those issues decided without using the "last, best offer" format.

8. In reaching a decision, the panel shall consider all relevant information. The decision of the panel shall set forth detailed findings of fact and conclusions of law and a statement regarding the reasons for the panel's determination. The written decision of the panel shall be made promptly and unless otherwise agreed to by the parties, no later than forty (40) days from the date of the closing of the hearing, or if oral hearings have been waived, no later than forty (40) days from the date the dispute is submitted to the panel for decision. The panel may take additional time to render its decision if it determines that compelling circumstances require additional time. Under no circumstances shall the panel have the authority to issue monetary awards, and no decision of the panel shall operate as a waiver of the sovereign immunity of the Tribe or the State.

9. Any action to compel arbitration, determine whether an issue is subject to arbitration, or to confirm an award entered by an arbitration panel shall first be brought in the United States District court under the Federal Arbitration Act. In the event the suit is dismissed due to lack of jurisdiction, the party may proceed to any court of competent jurisdiction.

E. Disputes Resolved by Courts of Competent Jurisdiction. Unless the parties agree otherwise, if a dispute arises regarding compliance with or the proper interpretation of, the requirements of the Compact under sections IV. (Authorized Class III Gaming), XVIII. (Allocation of Jurisdiction), XX. (Enforcement), XXII (Dispute Resolution), XXIII. (Sovereign Immunity), Section XXIV. (Reimbursement of State Costs), XXV. (Effective Date and Duration), XXVI. (Tribal Gaming Ordinances and State Law), XXVII. (Rights under the Act),

XXIX. (Agreement Date), XXXI.A., C., D., E., and G. (Payment to the State), XXXIII., (Transition), and XXXVIII. (Severability), the dispute shall be resolved by a court of competent jurisdiction. For this purpose, in an action brought by the Tribe against the State, one court of competent jurisdiction is the State of Wisconsin Circuit Court. In an action brought by the State against the Tribe, one court of competent jurisdiction is the United States District Court for the Western District of Wisconsin. Nothing in this subsection XXII.E. is intended to prevent either party from seeking relief in some other court of competent jurisdiction.

In the event that an action to resolve a dispute is dismissed on the application of a party because that party has not waived its sovereign immunity to suit, then the dispute shall be resolved pursuant to negotiation and arbitration pursuant to this section.

F. Other Relief

1. The Tribe or the State may seek in a court of competent jurisdiction prior to engaging in the Dispute Resolution procedures set forth above, provisional or ancillary remedies, including preliminary injunctive relief, or permanent injunctive relief.

2. A violation of any provision of this Compact shall be subject to the jurisdiction of the United States District Court, pursuant to Section 11(d)(7)(A)(ii) of the Act. A willful failure to abide by or implement a final, non-appealable arbitration decision issued pursuant to Section XXII.D. above shall constitute a violation of the Compact.

31. Section XXIII. is amended by deleting Section XXIII.C. and replacing it with the following:

C. The Tribe grants to the State a limited waiver of sovereign immunity and hereby consents to suit solely with respect to the following claims:

1. Claims for monies that may be due and owing to the State under the terms of this Compact; provided, however, in the event that the Tribe seeks and is unable to obtain a judicial resolution under any procedures provided for by law including the procedures set out in Sections 16.007 and 775.01 of the Wisconsin Statutes, of a dispute regarding an obligation by the State to make payments to the Tribe pursuant to the terms of this Compact due to the immunity of the State from legal actions, then the waiver of immunity granted by the Tribe to allow legal actions for money owing to the State by the Tribe pursuant to the terms of this Compact shall immediately be deemed null and void and shall have no further force or effect. Any waiver of immunity which has been nullified shall be reinstated if the State ratifies a waiver of sovereign immunity in Section XXII, or otherwise waives the State's sovereign immunity for judicial enforcement of any obligation of the State to make payments to the Tribe pursuant to

the terms of this Compact.

2. Claims for declaratory relief and injunctive relief to enforce the terms of the Compact, including injunctive relief pending the outcome of arbitration proceedings; provided, however, that in the event the Tribe seeks declaratory relief or injunctive relief against the State, and the Tribe is unable to obtain declaratory relief or injunctive relief against the State due to the sovereign immunity of the State, then the Tribe's waiver of sovereign immunity pursuant to this subsection is null and void. Any waiver of the Tribe's sovereign immunity that may become inoperable pursuant to this provision is reinstated if, and for so long as, the State effectively waives its sovereign immunity in a manner that enables the Tribe to maintain a suit against the State for injunctive relief to enforce the terms of this Compact.

3. Claims for judicial resolution of disputes regarding arbitration or enforcement of an arbitration award under Section XXII of this Compact; provided, however, that in the event that it is necessary for either to seek judicial resolution of a dispute pursuant to Section XXII and the party is unable to obtain the judicial remedy because the other party is immune from suit, then any waiver of immunity authorizing suit pursuant to Section XXII granted by the party seeking relief shall immediately be deemed null and void and shall have no further force or effect. Any waiver of immunity that has been nullified shall be reinstated, if the State or the Tribe ratifies the waiver of sovereign immunity in Section XXII, or waives sovereign immunity to allow judicial enforcement of disputes under Section XXII.D.8.

32. Section XXIII.E. is created as follows:

E. Nothing contained herein shall be construed to waive the immunity of the Tribe or the State, except for suits arising under the terms of this Compact. This waiver does not extend to other claims brought to enforce other obligations that do not arise under the Compact or to claims brought by parties other than the State and the Tribe. In addition, the State agrees that State officials and employees may not engage in unauthorized activity. State officials and employees are not authorized under law to engage in activity that violates the terms of the Compact, that violate an arbitration award entered under Section XXII, or, with respect to subject matters governed by the Compact that is not authorized by the Compact. The Tribe may maintain a legal action against State officials, agents, or employees to prevent unauthorized activity without regard to whether or not the State has waived its sovereign immunity.

33. Section XXV. is deleted and replaced with the following:

XXV. EFFECTIVE DATE AND DURATION

A. The Compact shall be extended for a term of 25 years from the date notification of this 2009 Amendment is published in the Federal Register pursuant to 25 U.S.C. 2710(d)(8)(D).

B. Thereafter the Compact shall be extended automatically pursuant to subsec. B.2., unless either party serves a notice of nonrenewal pursuant to subsec. B.1.

1. Notice of Nonrenewal.

a. By the State. The Governor shall serve a notice of nonrenewal on the Tribe not later than 180 days prior to the expiration of the term of the Compact set out in subsec. A., or any extension thereof, but only if the State first enacts a statute directing the Governor to serve a notice of nonrenewal and consenting, on behalf of the State, to be bound by the remedies in subsection E.

b. By the Tribe. The Tribe may serve a notice of nonrenewal on the State not less than 180 days prior to the expiration of the term of the Compact set out in subsec. A., or any extension thereof.

2. Automatic Renewal. If neither party serves a notice of nonrenewal on the other, the procedures in subsec. F. shall be followed.

C. In the event written notice of nonrenewal is given by either the State or the Tribe as set forth in subsection B.1., the Tribe shall cease all Class III gaming under this Compact upon the expiration of the Compact or the expiration of any amended, renewed, or successor compact. The Compact remains in effect until the procedures in subsec. E. are concluded.

D. The Tribe may operate Class III gaming while this Compact, or an extension thereof under this section, is in effect.

E. In the event that written notice of nonrenewal of this Compact is given by the State or by the Tribe under subsec. B.1., the Tribe may, pursuant to the procedures of the Act, request the State to enter into negotiations for an amended, renewed, or successor compact governing the conduct of Class III gaming activities to become effective following the date this Compact is scheduled to expire. Thereafter, the State shall negotiate with the Tribe in good faith concerning the terms of an amended, renewed, or successor compact (see sec. 11 (d)(3)(A) of the Act). If an agreement between the Tribe and the State is not reached before the expiration date of this Compact, or any extension thereof, the Tribe shall do one of the following:

1. Immediately cease all Class III gaming upon the expiration of this Compact, or any extension thereof; or

2. Commence an action in the United States District Court pursuant to section 11 (d)(7) of the Act, or commence any applicable procedures adopted by the Secretary of the Interior, such as 25 C.F.R. Part 291, in which event this Compact shall remain in effect until the procedures set forth in section 11 (d)(7) of the Act, or 25 C.F.R. 291 are completed.

F. In the event neither party serves a notice of nonrenewal, either party may propose amendments to any term of the Compact, or propose new terms, and the parties shall negotiate in good faith to reach agreement. If the parties have not reached agreement by the expiration of the term of the Compact set out in subsec. A., or any extension thereof, either party may require that disagreements regarding proposed Compact terms be resolved through last best offer arbitration proceedings pursuant to section XXII. If the length of any Compact extension is in dispute the arbitrator may only select a last best offer that includes an offer to extend the compact for a term of not less than 15 years, or not more than 25 years. The Tribe may continue to conduct Class III gaming pursuant to the terms of the Compact in effect at the time of the expiration of the term of the Compact set out in subsec. A., or any extension thereof, until such time as Compact amendments have been executed or the arbitration has resulted in the selection of Compact terms and notification of this Compact Amendment is published in the Federal Register pursuant to 25 U.S.C. 2710(d)(8)(D).

34. Section XXX.. is amended by adding the following:

Subsection A. is created by inserting the letter "A." before the current text of Section XXX., so that Section XXX.A. shall state:

A. This Compact shall not be modified, amended or otherwise altered without the prior written agreement of both the State and the Tribe.

35. Section XXX. is amended by creating Subsection B., which is created to read:

B. Within the thirty (30) days preceding each fifth (5th) annual anniversary of the execution of these Compact Amendments of 2009, the State or the Tribe may propose amendments to the regulatory provisions of the Compact. The Tribe and the State shall enter into good faith negotiations regarding the proposed amendments. Disputes under this provision shall be resolved through last best offer arbitration proceedings pursuant to Section XXII.

36. Section XXX. is amended by creating Subsection C, which is created to read:

C. The State and the Tribe disagree whether the amendments to the Compact executed in 1998 remained in effect after the duration of the Compact was

extended in 2004 due to the decision not to serve a notice of nonrenewal. Both parties agree that certain of the provisions contained in the 1998 amendments are obsolete or unnecessary. In order to establish a definite understanding between the parties regarding which of the agreements reflected in the 1998 amendments remain in full force and effect, and under what circumstances amendments to the Compact will become void and without effect, the parties agree as follows.

Any amendment to the Compact shall remain in full force and effect as long as the Compact remains in effect unless the parties specify in the amendment that the provision shall expire upon the occurrence of some event, the passage of time, or other identified circumstance, or the parties delete or alter the provision by written amendment of the Compact pursuant to this Section XXX. The provisions from the 1998 amendments are in full force and effect and shall be considered amendments to the specified Compact Sections, except that the following provisions from the 1998 amendments are deleted:

Paragraph 3 (Section XV.I.), paragraph 4 (Section XXXI.), paragraph 6 (Section XXXIII), paragraph 7 and paragraph 8.

37. Section XXXI. of the Compact is deleted in its entirety and replaced with the following:

XXXI. PAYMENT TO THE STATE.

A. Payments

1. Upon execution of the Compact by the State the Tribe shall pay to the State the sum of $2,952,000. On or before July 30, 2009, the Tribe shall pay to the State the sum of $738,000 (collectively, the arrearages).

2. The Tribe shall pay to the State the sum of $738,000 on June 30, 2009. Beginning on June 30, 2010, and on or before June 30 of each succeeding year, the Tribe shall make a payment to the State ("Annual Payment") of the following amount.

3. If the Tribe's net win from Class III gaming conducted pursuant to this Compact for the previous fiscal year was less than $40,000,000, the Tribe shall make payment as follows:

   a. The Tribe shall make payment to the State equal to 1.75% of the Tribe's net win, excepting the first $5,000,000.
   b. In the event that the Tribe's net win exceeds $35,000,000 but is less than $40,000,000 (the "transition plateau"), the Tribe shall make payment to the State in accordance with paragraph A.3.a. above plus one-half of the difference described in paragraph A.3.c. below.
   c. In the event the Tribe's net win falls within the transition plateau

described in paragraph A.3.b., above, one-half of the difference between the amount the Tribe would have paid to the State under the terms of A.3.a., above, and an amount equal to 3% of Class III net win, shall be retained by the Tribe and used for educational or social service purposes as appropriated by the Tribe.

4. If the Tribe's net win from Class III gaming conducted pursuant to this Compact for the previous fiscal year was more than $40,000,000 but less than $80,000,000, the Tribe shall pay an amount equal to 2.5% of the net win under $50,000,000, and an amount equal to 3% of the net win greater than $50,000,000. If the Tribe's net win from Class III gaming conducted pursuant to this Compact for the previous fiscal year was greater than or equal to $80,000,000, the Tribe shall pay to the State an amount equal to 4.5% of the net win. If the Tribe's net win from Class III gaming conducted pursuant to this Compact for the previous fiscal year was greater than or equal to $150,000,000, the Tribe shall pay to the State an amount equal to 5% of the net win.

In addition to the foregoing payments, the Tribe shall pay to the State the sum of $500,000 over a period no longer than 10 years. The first payment shall be made on June 30, 2010, and subsequent payments made on each June 30 thereafter so that the entire amount is paid in full by June 30, 2019. The minimum amount of each payment shall be $50,000. The parties agree that the payments provided herein satisfy any obligation of the Tribe which may exist to make payments to the State for the period from July 2, 2003 until the date of execution of these Compact Amendments of 2009.

For purposes of this Section, "fiscal year" shall be defined as the period beginning October 1 of a given year and ending September 30 of the following year.

Beginning in 2009 and in each year thereafter, the Annual Payment shall be reduced by an amount paid by the Tribe in the immediately preceding fiscal year for governmental programs consistent with those traditionally provided by state or local governments, which provide a public benefit, and which serve both Tribal members and non-Tribal residents, up to a maximum reduction of $300,000 per year. For the payment made on June 30, 2009 the maximum reduction shall be $400,000. The parties agree that funds paid by the Tribe to subsidize the provision of water and sewer services to both members and non-members on the reservation is an example of such a program. To establish the amount of the credit the Tribe shall provide to the State documents evidencing the level of Tribal funds appropriated by the Tribe in its' annual budget to fund the provision of water and sewer services, copies of the Tribal general ledger recording the appropriation to the water and sewer department, and documents from the

Tribal general ledger recording the expenditures for the water and sewer services.

B. Exclusivity.

1. Upon the passage of any State law which permits the operation of any games, which would be Class III games if conducted by an Indian Tribe pursuant to the Act, by any person or other entity other than a federally recognized Wisconsin Indian Tribe under the provisions of the Act, and other than the State Lottery, pari-mutuel racing, and charitable gaming authorized by State law as of January 1, 2009, the Tribe's obligation to make payments to the State pursuant to Section (A) above shall terminate upon the date of passage of such law.

2. Upon final approval of any amendment to the Wisconsin Constitution that authorizes any person or entity, other than a federally recognized Wisconsin Indian Tribe under the provisions of the Act, to engage in gaming, except as authorized by the 1993 Amendment to the Wisconsin Constitution, the Tribe's obligation to make payments to the State pursuant to Section (A) above shall terminate upon the date of final approval of such amendment.

C. In the event that a natural or man-made disaster renders impossible the operation of fifty (50) percent or more of the electronic games of chance operated by the Tribe under this Compact for a period of fourteen (14) consecutive days or more, the payment required under this section for the year in which the disaster occurs shall be reduced by a percentage equal to the percentage decrease in the net win for the calendar year in which the natural disaster occurred compared with the net win for the previous calendar year, and the State and Tribe shall meet to discuss additional assistance.

38. Section XXXIII. is deleted and replaced with the following.

A. In the event that Section XXV. (Duration) of the 2009 Amendments is disapproved, in whole or in part, by the Secretary of the Interior or is found unenforceable or invalid by a court of competent jurisdiction, the Tribe shall not be required to make any further payments under Section XXXI., and the Parties shall negotiate in good faith to reach agreement on substitute provisions for Section XXV. and XXXI. If a mutually satisfactory solution is not achieved within sixty (60) days of the Secretary's action or the court's decision, the Parties shall resolve the dispute through last best offer binding arbitration pursuant to Section XXII.

B. In the event that any portion of this 2009 Amendment, other than Paragraph XXV., is disapproved, in whole or in part, by the Secretary of the Interior or is found by a court of competent jurisdiction to be unenforceable or invalid, either

Party may serve on the other a demand for renegotiation of such portions of this Second Amendment as are determined to be invalid or unenforceable and the Parties shall negotiate in good faith to reach agreement on substitute provisions. If a mutually satisfactory solution is not achieved within sixty (60) days of the Secretary's action or the court's decision, the Parties shall resolve the dispute through last best offer arbitration pursuant to Section XXII.

C. In the event that the Tribe fails to make payment as required by Section XXXI.A.1, these amendments of 2009 shall be entirely null and void.

39. Article XXXIV is deleted in its entirety and replaced with the following:

XXXIV. PROCEDURES FOR RULES OF PLAY AND MINIMUM INTERNAL CONTROL STANDARDS.

A. The Tribe shall promulgate rules of play and minimum internal control standards for all Class III games conducted by the Tribe pursuant to this Compact. Such rules and standards shall set forth an expected hold percentage for each game, reasonably ensure the fairness of the playing of the game, reasonably ensure that revenue is adequately counted and accounted for in accordance with generally accepted accounting principles for casinos, provide a system of internal controls and procedures for game play that are consistent with industry standards and practices, and ensure compliance with the Compact. Nothing contained herein is intended to limit the use of new technology that otherwise meets the requirements of this Section. The Tribe shall comply with rules of play and minimum internal control standards established pursuant to this Article. Until minimum internal control standards are established addressing the hardware, software, and other substantive requirements currently governed by Articles XV., XVI., and XVII. of this Compact, the Tribe may continue to conduct gaming under Articles XV., XVI., and XVII. and under the minimum internal control standards in effect on the date of these 2009 amendments. Minimum internal control standards addressing the hardware, software, and other substantive requirements currently governed by Articles XV., XVI., and XVII. shall supersede those provisions upon promulgation pursuant to this Article. In addition to the procedures set out below, when a provision of Article XV., XVI., or XVII. is to be superseded by a rule or minimum internal control standard submitted pursuant to this Section the parties shall designate which provisions of the Compact are to be superseded, and upon completion of the procedures required by this Section those Compact provisions shall be considered void and of no effect.

B. Rules of Play. Prior to operating any game for which rules of play have not been established under this Compact, the Tribe shall adopt rules of play for such game and provide a copy of such rules to the Department. The Tribe may operate such game pursuant to such rules fourteen (14) days after the Tribe provides a copy of the rules to the Department, provided that such rules are substantially similar to rules in effect in another gaming jurisdiction within the United States. Within

ninety (90) days of receipt of the rules, the Department shall submit any objection it may have to any rule or rules by serving a written notice of objection on the Tribe. All such objections shall be based upon the criteria set forth in subsection (D)(3) below. The notice of objection shall state with specificity the reasons therefore with reference to such criteria, and shall propose an alternative rule for each rule which is the subject of an objection. Within thirty (30) days of submission of any objection, the Department and the Tribe shall meet in an attempt to resolve the objection. If the objection is not resolved within twenty (20) days of such meeting, either the Tribe or the Department may serve upon the other a demand for arbitration pursuant to Section (D) below. The Tribe may continue to utilize any rule subject to an objection by the Department while the procedures set forth in Section (D) below are completed, unless the objection is based, in whole or in part, upon the fact that the rule substantially and materially deviates from rules in effect in gaming jurisdictions within the United States.

C. Minimum Internal Control Standards. Within ninety (90) days of the effective date of these 2009 amendments, the Tribe shall submit to the Department a copy of all minimum internal control standards in use at each Class III gaming facility of the Tribe. Such standards shall be at least as stringent as the minimum internal control standards established by the National Indian Gaming Commission, at 25 C.F.R. Part 542, as of the date of execution of these Compact amendments of 2009. Within ninety (90) days of receipt of such standards, the Department shall submit any objection it may have to any standard or standards by serving a written notice of objection on the Tribe. All such objections shall be based upon the criteria set forth in subsection (D)(3) below. The notice of objection shall state with specificity the reasons therefore with reference to such criteria, and shall propose an alternative standard for each standard which is the subject of an objection. Within thirty (30) days of submission of any objection, the Department and the Tribe shall meet in an attempt to resolve the objection. If the objection is not resolved within twenty (20) days of such meeting, either the Tribe or the Department may serve upon the other a demand for arbitration pursuant to Section (D) below. The Tribe may continue to utilize any standard subject to objection while the procedures set forth in Section (D) below are completed.

D. Arbitration pursuant to this Section shall be conducted in accordance with the following rules and such other rules as the Tribe and the Department may in writing agree.

1. The panel shall consist of three members. The Tribe and the Department shall each appoint one arbitrator. The two party-appointed arbitrators shall appoint a third arbitrator. Such third arbitrator shall either be a certified public accountant or have substantial experience with regulatory compliance issues relevant to gaming. No person who has performed services or whose firm has performed services for either the State or the Tribe in the preceding twelve (12) months may serve on the panel.

2. The cost of arbitration shall be borne equally by the parties, with one-half (½) of the cost charged to the Tribe and one-half (½) of the cost charged to the Department, and each shall bear its own expenses.

3. Decision of the Panel

   a. If, as appropriate and relevant to its subject matter, a rule or standard adopted by the Tribe sets forth an accurate payout ratio, reasonably ensures the fairness of game play, reasonably ensures that revenue is adequately counted and accounted for in accordance with generally accepted accounting principles for casinos, and is consistent with the terms of the Compact, the panel shall approve such rule or standard unless it determines that an alternative rule or standard offered by the Department would:
      i. Materially decrease the risk of diversion of revenue, and the benefit is not outweighed by the cost of compliance;
      ii. Materially increase the ability to safeguard assets, and the benefit is not outweighed by the cost of compliance;
      iii. Materially increase the ability to preserve reliable records, accounts and reports of transactions, and the benefit is not outweighed by the cost of compliance; or
      iv. Materially increase the integrity or fairness of the conduct of games, and the benefit is not outweighed by the cost of compliance.
   b. If the panel determines that a rule or standard proposed by the Tribe or an alternative rule or standard proposed by the Department is not consistent with industry standards or practices, but meets the criteria set forth in subsection (a) above, the panel may approve such rule or standard but shall make specific findings regarding how the proposed rule or standard is better suited to its purposes than industry standards or practices.

4. To the extent practicable, the Tribe and the Department shall stipulate to all facts not reasonably in dispute. At the request of either the Tribe or the Department, the panel may take testimony from witnesses if it feels that such procedures are necessary for an informed resolution of the controversy. The formal rules of evidence shall not apply to witness testimony, and the panel shall determine the permissible scope and extent of any proffered testimony, but the panel shall observe basic principles of relevancy, materiality and probative value. Any and all proceedings may be conducted telephonically. The Tribe and the Department shall simultaneously submit, at a time determined by the panel after the factual record is finalized, a written statement in support of its position. The panel shall decide the matter within thirty (30) days of receipt of the written submissions. The decision of the panel shall be final and non-appealable. No decision of the panel shall operate as a waiver of the

sovereign immunity of the Tribe or the State.

E. Amendment. The Tribe shall submit a copy of any amendments to the rules of play or minimum internal control standards to the Department within fourteen (14) days of adoption. Within thirty (30) days of receipt of such amendment, the Department shall submit any objection it may have to such amendment to the Tribe by serving a written notice of objection on the Tribe. All such objections shall be based upon the criteria set forth in subsection (D)(3) above, and the notice of objection shall state with specificity the reasons therefore with reference to such criteria. The Tribe may continue to utilize any amended rule or standard subject to objection by the Department while the procedures set forth in Section (D) above are completed. The State may propose new areas to be subject to the minimum internal control standards. Such proposals shall specify the justification for the extension or the minimum internal control standards, and proposed minimum internal control standards which address the issues raised in the statement of justification. Such proposals shall be subject to the provisions of this Article, including the timeframes for response and consultation pursuant to Section (C), and the arbitration procedures pursuant to Section (D).

40. The December 18, 1998 Memorandum of Understanding Regarding Technical Matters is deleted in its entirety. Section XXXV. is renumbered Section XXXVI., and a new Section XXXV. is created as follows:

XXXV. DATA REPORTING.

A. The Tribe shall submit information for each day's activity, in a form that segregates each day's activity from every other day, from its slot accounting systems to the Data Collection System ("DCS") maintained by the State, utilizing the hardware, software, reporting requirements and formats for the specified information in use on the date of the Amendment of 2009. The Tribe and the State acknowledge that DCS is intended to be a uniform state-wide system applicable to all Wisconsin Indian Tribes.

B. The Tribe shall submit to the Department on a monthly basis, in an electronic format determined in the reasonable discretion of the Tribe, the following daily revenue information for table games: type of table game, table number, shift, opening inventory, fills, credits, adjustments, closing inventory, drop, and win/loss. The Tribe shall submit such information not later than fourteen (14) days after the conclusion of each calendar month.

C. All information submitted by the Tribe pursuant to Sections (A) and (B) above shall be confidential, and shall not be disclosed by the State. In order to protect and preserve the confidentiality of this information, the State shall, with respect to all information submitted by the Tribe, maintain and enforce the minimum internal control standards of the Department in effect on the date of the Amendment of 2009.

D. Either the Tribe or the Department may propose amendments to the hardware, software and reporting requirements that affect the manner in which the Tribe reports information under Section (A) above. In addition, either the Tribe or the Department may propose amendments to the minimum internal control standards maintained by the State pursuant to Section (C) above. If the Tribe and the Department do not agree upon a proposed amendment within sixty (60) days of the date on which such amendment is proposed, either the Tribe or the Department may serve on the other a demand for last, best offer arbitration, and the matter shall be resolved by arbitration in accordance with the rules set forth below and such other rules as the Tribe and the Department may in writing agree.

1. The panel shall consist of three members. Within ten (10) days of service of a demand for arbitration, the Tribe and the Department shall each appoint one arbitrator. The two party-appointed arbitrators shall appoint a third arbitrator. Such third arbitrator shall have substantial experience with regulatory compliance issues relevant to gaming. No person who has performed services or whose firm has performed services for either the State or the Tribe in the preceding twelve (12) months may serve on the panel.

2. The cost of arbitration shall be borne equally by the parties, with one-half (½) of the cost charged to the Tribe and one-half (½) of the cost charged to the Department, and each shall bear its own expenses.

3. Within thirty (30) days of selection of the panel, the Tribe and the State shall each submit to the panel a last, best offer with respect to the proposed amendment. Unless the panel determines that a longer period of time is necessary, within thirty (30) days of submission of such last, best offers, the panel shall select one of the last, best offers in accordance with the following:

   a. With respect to proposed amendments to the hardware, software, and reporting requirements under Section (A) above, the panel shall select the last, best offer submitted by the Department if the panel determines that such last, best offer: (i) is reasonably necessary to allow the Department to maintain electronic monitoring under Section (A) above, (ii) is not unduly burdensome on the Tribe, and (iii) does not compromise the confidentiality of the information submitted by the Tribe. In no event shall the panel select a last, best offer which requires the Tribe to allow access to computer systems or networks maintained by the Tribe other than a stand alone computer node upon which information is uploaded by the Tribe, unless the panel specifically determines and makes written findings that an alternative offered by the State or the Tribe provides the same or greater security for the information submitted

by the Tribe and the Tribe's computer systems and networks than a stand alone computer node.

b. With respect to proposed amendments to the minimum internal control standards maintained by the State under Section (C) above, the panel shall select the last, best offer which provides greater security for and protection of the information submitted by the Tribe unless the panel determines that the cost of compliance with such last, best offer outweighs the benefit to be derived. In no event shall the panel select a last, best offer which presents an unreasonable risk to the security for and confidentiality of the information submitted by the Tribe.

4. To the extent practicable, the Tribe and the Department shall stipulate to all facts not reasonably in dispute. At the request of either the Tribe or the Department, the panel may take testimony from witnesses if it feels that such procedures are necessary for an informed resolution of the controversy. The formal rules of evidence shall not apply to witness testimony, and the panel shall determine the permissible scope and extent of any proffered testimony, but the panel shall observe basic principles of relevancy, materiality and probative value. Any and all proceedings may be conducted telephonically. The decision of the panel shall be final and non-appealable. No decision of the panel shall operate as a waiver of the sovereign immunity of the Tribe or the State.

41. Article XXXVII is created as follows:

If an Indian Tribe, other than the Lac du Flambeau Tribe, submits an application to the Secretary of the Interior ("Secretary") under 25 U.S.C. See. 2719(b)(1)(A), after the execution of this Compact, and receives a determination ("Determination") that a proposed Class III gaming facility on off-reservation trust lands acquired by the United States for that Tribe, is in the best interest of that Tribe and its members and is not detrimental to the surrounding community, the State shall, within 10 days of receipt of the Determination, send a written notice ("Notice") to the Tribe that it has received a submission from the Secretary to concur in the Determination. The Governor of the State shall not concur in the Determination if the Tribe has notified the State, within sixty (60) days of receipt of the Notice, that the operation of the Class III gaming facility will cause a substantial reduction of Class III gaming revenues at the Tribe's Class III gaming facility, unless the State has entered into binding indemnification agreement with the Tribe to compensate it for the reduction, or the mandatory negotiations required under Section XXII. have concluded and the binding arbitration procedures in Section XXII. have been initiated.

42. Article XXXVIII is created as follows:

XXXVIII. SEVERABILITY.

Should any provision of this Compact, or part thereof, be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Compact or any other part of such provision, except as expressly provided in this Compact.

LAC DU FLAMBEAU BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

By: _____
Carl W. Edwards
President

Executed on this 8th day of April, 2009

STATE OF WISCONSIN

By: _____
Jim Doyle
Governor

Executed on this 8th day of April, 2009

_____
George T. Skibine
Deputy Assistant Secretary
for Policy and Economic Development
Office of the Assistant Secretary - Indian Affairs

Date: May 29, 2009