



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, D.C. 20240

DEC 4 1993

Honorable L. David Jacobs
Honorable John S. Loran
Honorable Norman J. Tarbell
Chiefs, St. Regis Mohawk Tribe
Akwesasne - Community Building
Hogansburg, New York 13655

Dear Chiefs:

We have reviewed the Tribal-State Compact Between the St. Regis Mohawk Tribe (Tribe) and the State of New York (State) (Compact) dated June 9, 1993, and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), other Federal law, or our trust responsibilities. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the Compact. The Compact shall take effect when notice of our approval is published in the FEDERAL REGISTER pursuant to 25 U.S.C. § 2710(d)(3)(B).

After an extensive review of the tribal processes governing decision-making, we conclude that the two chiefs who signed the compact were within their authority to bind the Tribe. Executives have certain powers to act on behalf of the people they represent. In this instance, the Tribe has a long history of recognizing the authority of a majority of the three-person Tribal Council. While a referendum of the membership could overturn that decision, that referendum must be called by a majority of the Tribal Council and be conducted by the rules established by the Council. The November 13, 1993, referendum was not called and conducted in accordance with tribal law and custom. Therefore, we cannot recognize the referendum as governing the Tribal Council with respect to the Compact.

This decision does not preclude a future referendum which can decide the future of gaming on the St. Regis Reservation. Nothing in the Compact requires that the Tribe engage in gaming. It simply establishes a regulatory basis for doing so, if and when the Tribe chooses to proceed with Class III gaming. Furthermore, the Compact establishes a mechanism for amendments to the Compact should the Tribe require any changes to it.

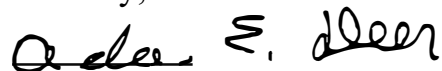
We note that Section 2(o) of the Compact defines "reservation" to include "Indian lands." While the language of the section does not exactly track the language of the IGRA, we have been assured by the tribal attorney that the language was intended to follow the requirements of the IGRA. We concur that this language can be interpreted to reflect the requirements under the IGRA that the Tribe must exercise governmental power over the gaming lands.

Notwithstanding our approval of the Compact, be advised that Section 11(d)(1)(A) of the IGRA, 26 U.S.C. § 2710(d)(1)(A), requires that gaming cannot be conducted without a tribal gaming ordinance approved by the Chairman of the National Indian Gaming Commission (NIGC). On July 8, 1992, the NIGC published in the FEDERAL REGISTER proposed regulations to govern the approval of Class II and Class III gaming ordinances. The final regulations were published in the FEDERAL REGISTER on January 22, 1993 (58 Fed. Reg. 5802), and became effective on February 22, 1993. Pursuant to the IGRA and the regulations, even previously existing gaming ordinances must be submitted to the NIGC for approval when requested by the Chairman.

In addition, if the Tribe intends to enter into a management contract for the operation and management of the Tribe's gaming facility, the contract must likewise be submitted to, and approved by the Chairman of the NIGC pursuant to Section 11(d)(9) of the IGRA, 25 U.S.C. § 2710(d)(9) and the NIGC's regulations governing management contracts. The Tribe may want to contact the NIGC at (202) 632-7003 for further information on submitting the ordinance and the management contract for approval by the NIGC.

We wish the Tribe and the State success in this economic venture.

Sincerely,

A handwritten signature in cursive script that reads "Ada E. Deer".

Ada E. Deer
Assistant Secretary - Indian Affairs

Enclosures

6/2/93

TRIBAL-STATE COMPACT

Between the

ST. REGIS MOHAWK TRIBE

and the

STATE OF NEW YORK

TABLE OF CONTENTS

Section 1.	Title.....	2
Section 2.	Definitions.....	3
Section 3.	Authorized Class III Gaming.....	8
Section 4.	Law Enforcement Matters Relating to Class III Gaming.....	11
Section 5.	Licensing of Gaming Employees.....	14
Section 6.	Registration of Gaming Service Enterprises.....	21
Section 7.	Standards of Operation and Management for Class III Games of Chance.....	30
Section 8.	Tribal Regulatory Authority in the Event that the State Declines to Exercise Jurisdiction....	32
Section 9.	State Assessment for Costs of Oversight.....	33
Section 10.	Approval of Management Contracts.....	39
Section 11.	Enforcement of Compact Provisions.....	40
Section 12.	Application of State Regulatory Standards.....	45
Section 13.	Amendment and Modification.....	46
Section 14.	Arbitration.....	50
Section 15.	Effective Date and Duration.....	52
Section 16.	Notices.....	53
Section 17.	Severability.....	53

Appendices

Appendix A:	Approved Games
Appendix B:	Standards of Operation and Management for Class III Games of Chance
Appendix C:	Chart of Accounts

TRIBAL-STATE COMPACT

Between the

ST. REGIS MOHAWK TRIBE

and the

STATE OF NEW YORK

THIS TRIBAL-STATE COMPACT made and entered into by and between the ST. REGIS MOHAWK TRIBE, a federally-recognized Indian Tribe, and the STATE OF NEW YORK, pursuant to the provisions of the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 U.S.C. §2701 et seq.

WITNESSETH:

WHEREAS, the St. Regis Mohawk Tribe is a federally-recognized Indian Tribe, possessing all sovereign powers and rights thereto pertaining; and

WHEREAS, the State of New York is a sovereign state of the United States with all rights and powers thereto pertaining; and

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 U.S.C. §2701, et seq., which provides in part that a tribal-state Compact may be negotiated between a Tribe and a State to govern the conduct of certain gaming activities which constitute Class

III gaming for purposes of the Act on the Indian lands of the Tribe within the State; and

WHEREAS, the St. Regis Mohawk Tribe and the State of New York have mutually agreed, within the parameters established by the Act, to the following provisions governing the conduct of Class III gaming activities on the lands of the Tribe designed to (a) protect the health, welfare and safety of the citizens of the Tribe and the State, and (b) develop and implement a means of regulation for the conduct of Class III gaming on Indian lands as that term is defined in the Act in order to attempt to insure the fair and honest operation of such gaming activities and to minimize the possibility of corruption or illegal practices in conjunction with such activities and (c) attempt to maintain the integrity of all activities conducted in regard to Class III gaming;

NOW, THEREFORE, the ST. REGIS MOHAWK TRIBE and THE STATE OF NEW YORK do enter into a Tribal-State Compact as provided for herein.

SECTION 1. Title

This document shall be identified as "The St. Regis Mohawk Tribal-State of New York Gaming Compact," or cited as the "Compact" within this agreement.

SECTION 2. Definitions.

For purposes of this Compact:

(a) "Act" means the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 U.S.C. § 2701 et seq.

(b) "Class III Gaming" means all forms of gaming that are not Class I gaming or Class II gaming, as defined in Section 4(6) and (7) of the Act, 25 U.S.C. §2703(6) and (7).

(c) "Compact" means this agreement between the St. Regis Mohawk Tribe and the State of New York.

(d) "Complimentary services" means the provision to a patron of a Gaming Facility or such patron's guest, either free of charge or at a reduced price, of any goods or services, including transportation, lodging, and coupons or other representations of money for use in wagering.

(e) "Division" shall mean the New York State Division of Criminal Justice Services, its authorized officials, agents and representatives acting in their official capacities.

(f) "Enterprise" means any individual, trust, corporation, partnership, or other legal entity of any kind; provided, however, that with respect to any corporation, the term "enterprise" shall include such other corporation or other legal entity which, directly or indirectly, controls a majority of the voting interests in such corporation; and further provided, that with respect to any partnership, trust or other form of unincorporated business organization, the term "enterprise" shall include each corporation or other legal entity which, directly or

indirectly, controls a majority of the voting interests in such organization.

(g) "Gaming employee" means any person employed in the operation or management of the Gaming Facilities, whether employed by the Tribe or by any enterprise providing on-site services to the Tribe within a Gaming Facility, including, but not limited to, Gaming Facility managers and assistant managers; accounting personnel; Gaming Facility security personnel; Gaming Facility surveillance personnel; credit executives; Gaming Facility cashier supervisors; dealers or croupiers; box men; floormen; pit bosses; shift bosses; cage personnel; collection personnel; computer operators and technicians; food and beverage service personnel and any other person whose employment duties require or authorize access to restricted areas of the Gaming Facilities not otherwise opened to the public.

(h) "Gaming equipment" means any machine or device which is specially designed or manufactured for use in the operation of any Class III gaming activity, including those devices described in Appendices A and B of this Compact.

(i) "Gaming Facility" means any room or rooms including that portion of any building, common or public areas in which Class III gaming as authorized by this Compact is conducted on the Reservation.

(j) "Gaming school" means any enterprise organized to provide specialized training for the Conduct of Class III gaming, other than programs operated by the Tribal Gaming Operation.

(k) "Gaming services" means the provision of any goods, supplies or services to the Tribal Gaming Operation directly in connection with the conduct of Class III gaming in a Gaming Facility, including the leasing of the Gaming Facility, maintenance, security services, junket services, gaming schools, laboratory testing of gaming equipment and machines, and manufacture, distribution, maintenance or repair of gaming equipment.

(l) "Junket services" means any arrangement to facilitate the attendance at a Gaming Facility of patrons selected by reason of their propensity to gamble by providing to such patrons any consideration including cash or rebates or reduced charges for goods or services such as transportation, lodging, food, beverage, or entertainment; provided, however, that the term shall not include enterprises which function solely to provide common transportation to a Gaming Facility to the public without limitation to selected patrons.

(m) "National Indian Gaming Commission" means the Commission established pursuant to Section 5 of the Act, 25 U.S.C. §2704.

(n) "Principal" means with respect to any enterprise:

(i) each of its officers and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, or general manager; (iii) each of its owners or partners if an unincorporated business; (iv) each of its shareholders who owns more than ten percent of the shares of the corporation, if a

corporation; and (v) each person other than a banking institution who has provided financing for the enterprise constituting more than ten percent of the total financing of the enterprise.

(o) "Reservation" means the Indian lands of the St. Regis Mohawk Tribe within the State of New York as defined by Section 4(4) of the Act, 25 U.S.C. §2703(4); and all lands within the State of New York title to which is either held in trust by the United States for the benefit of the Tribe or held by the Tribe subject to restriction by the United States against alienation; and all lands within the State of New York which become Indian lands as a result of the settlement of the Tribe's land claim litigation against the State.

(p) "State" means the State of New York, its authorized officials, agents, representatives or agencies acting in their official capacities.

(q) "State Gaming Agency" or "Board" means the New York State Racing and Wagering Board, its authorized officials, agents and representatives acting in their official capacities or such other agency of the State as the State may from time to time designate by written notice to the Tribe as the single State agency responsible for oversight of Class III gaming as authorized by this Compact.

(r) "State Law Enforcement Agency" means the New York State Division of State Police or such other law enforcement agency of the State as the State may from time to time designate by written notice to the Tribe as the law enforcement agency of the State

which will have primary responsibility for law enforcement with respect to Class III gaming as authorized by the provisions of this Compact. Within the Division of State Police, the term "Casino Detail" means the members assigned by the Superintendent or the Superintendent's designee to provide police service at the Gaming Facilities. Members of the Casino Detail will conduct the required background investigations for the licensing of gaming employees, members of the Tribal Gaming Agency and all other persons for whom background investigations are required under the terms of this Compact.

(s) "Tribal Gaming Agency" or "Commission" means the St. Regis Mohawk Tribal Gaming Commission or such other agency of the Tribe as the Tribe may from time to time designate by written notice to the State as the tribal agency responsible for the regulation of Class III gaming jointly with the State Gaming Agency.

(t) "Tribal Gaming Operation" means the entity operating Class III gaming, which could be either the Tribe or an enterprise authorized by the Tribe to conduct such gaming in any Gaming Facility on the Reservation.

(u) "Tribal Law Enforcement Agency" means the police force of the St. Regis Mohawk Tribe established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement within the Reservation.

(v) "Tribe" means the St. Regis Mohawk Tribe, its

authorized officials, agents and representatives acting in their official capacities.

SECTION 3. Authorized Class III Gaming.

(a) Authorized games. The Tribe may conduct, only within the St. Regis Mohawk Tribe Reservation, and subject to the terms and conditions of this Compact, any and all games of chance as specifically defined in Appendix A, which is made a part of this Compact.

(b) Authorized Gaming Facilities.

(i) The Tribe may establish Gaming Facilities on the Reservation for the operation of any games of chance as authorized pursuant to subsection (a) of this Section;

(ii) The Tribe shall not conduct authorized Class III gaming within that portion of any building where Class II gaming is conducted.

(c) Authorized forms of payment. All payments for wagers made on authorized forms of Class III gaming conducted by the Tribe on the Reservation, including the purchase of chips, or plaques for use in wagering, shall be made by cash, cash equivalent, check or credit card as specifically delineated in Appendix B.

(d) Prohibited Class III gaming. The Tribe may not conduct any form of Class III gaming which is not expressly enumerated in

Appendix A of this Compact unless such Appendix is amended pursuant to Section 13 of this Compact.

(e) Prohibition on attendance of minors. No person under the minimum age of eighteen (18) shall be admitted into any Gaming Facility nor be permitted to place any wager, directly or indirectly on the outcome of any game authorized by this Compact.

(f) Financial accounts and auditing. The Tribe or any management enterprise operating under authority of the Tribe, shall maintain complete and accurate financial records relating to Gaming Facility operations. The forms of such accounts and associated financial statements shall meet or exceed those illustrated in Appendix C "Chart of Accounts". Any revisions to accounting structures or the form of financial statements in Appendix C shall be submitted to the State for approval prior to implementation by the Tribe or its management enterprise. In accordance with generally accepted accounting principles, an annual financial audit of Gaming Facility operations shall be completed by an independent certified public accountant to be selected by the Tribe from a jointly compiled Tribe-State list of approved accounting firms with experience in casino auditing. Within ninety (90) days of the close of the Gaming Facility, certified financial statements prepared by the independent certified public accountant, and such other reports as may be necessary concerning accounting and internal control procedures, shall be submitted to the Board by the Tribe as specified in

Appendix C.

(g) Tort remedies for patrons. The Tribe agrees to require the Tribal Gaming Operation to maintain liability insurance to compensate injured patrons of Gaming Facilities. Courts of the State of New York shall adjudicate claims for personal injury to patrons of Gaming Facilities pursuant to 25 U.S.C., Section 233.

(h) Organization of Tribal Operations. The Tribe shall disclose to the State Gaming Agency its program of instructional and on-the-job training and its system of internal organization for each of its Gaming Operations including a compendium of all positions involved in the operation of its Gaming Facilities, including staffing and supervisory positions involved in each table gaming activity conducted pursuant to Appendices A and B, and shall promptly notify the State Gaming Agency of any change in such training programs or table of organization or in the persons designated for any position. The Tribal Gaming Agency shall ensure that any person designated to occupy a position in the Gaming Facilities is properly trained and qualified for such position.

(i) Gaming hours and days. The Tribe may conduct Class III gaming in the Gaming Facility up to twenty-four (24) hours each day during any calendar year. The Tribal Gaming Agency shall notify the State Gaming Agency of its gaming hours and shall thereafter notify the State Gaming Agency within thirty (30) days of any change in such gaming operational schedule.

SECTION 4. Law Enforcement Matters Relating to Class III Gaming.

(a) State criminal jurisdiction. Nothing in this Compact shall alter the jurisdiction of the State of New York over Indian land as provided by applicable law. The State Law Enforcement Agency shall not enforce laws prohibiting Class III gaming provided such gaming is conducted pursuant to the terms of this Compact. Jurisdiction is retained over any form of Class III gaming not conducted pursuant to the terms of this Compact. Enforcement of the provisions of this Section shall encompass, but not be limited to, Gaming Facilities, auxiliary facilities, parking area and grounds.

(b) Casino Detail. The parties to this agreement anticipate the formation of a New York State Police Casino Detail. The members of this detail will conduct the day-to-day police operations and background investigations at Gaming Facilities on the reservation.

(c) Identification badges. The Tribal Gaming Agency shall issue color-coded identification badges to the members of the Casino Detail. Such badges shall remain the property of the Tribal Gaming Agency and must be returned to the Tribal Gaming Agency at the conclusion of the member's service in the Detail.

(d) Powers of State law enforcement officers. Law enforcement officers of the State of New York shall be accorded

free access to all areas of the Gaming Facilities for the purpose of maintaining public order and public safety and enforcing applicable criminal laws of the State as permitted by federal law. Personnel employed by the Tribal Gaming Agency shall provide state law enforcement officers with immediate access to all areas of the Gaming Facilities including all locked and secure areas. Personnel employed by the Tribal Gaming Agency are expected to accompany any state law enforcement officer admitted to locked and secure areas, and it shall be the Tribe's responsibility to have Tribal Gaming Agency personnel always available. However, access to these areas by State Law Enforcement Agency personnel may in no way be delayed or limited because an employee of the Tribal Gaming Agency is not immediately available to accompany one or more state law enforcement officers. This Compact serves as prior written consent of the Tribe for the State Law Enforcement Agency to assign personnel to the Reservation facilities to coordinate law enforcement and to conduct background investigations for the licensing of gaming employees and the registration of gaming service enterprises.

The State Law Enforcement Agency assigned to the Gaming Facility will maintain regular liaison with the Tribal Law Enforcement Agency.

(e) Powers of tribal law enforcement agency. Duly appointed officers of the St. Regis Mohawk Tribe retain their authority to enforce applicable ordinances of the St. Regis Mohawk Tribe. Any such tribal law enforcement officer may also concurrently have authority to enforce criminal laws of the State provided such officers are granted that authority by the New York State Criminal Procedure Law and meet the applicable requirements established by the Bureau of Municipal Police. The State Law Enforcement Agency and the Tribal Law Enforcement Agency shall cooperate with each other in order to promote public safety and the prosecution of offenders.

(f) Transition of law enforcement to tribe. The State and the Tribal Council are in agreement that all law enforcement matters relating to Class III Gaming shall initially be undertaken by the State as provided in subsections (a), (b), (c) and (e) of this Section. However, the Tribe reserves the option to undertake some law enforcement matters relating to Class III gaming when the Tribe's Law Enforcement Agency obtains authority pursuant to subsection (f) of this Section. The parties shall meet at the annual assessment of cost meeting between the Tribe and the State to reach mutual agreement in the respective roles of the Tribe and state law enforcement personnel in maintaining public order and safety and enforcement of applicable criminal

laws. However, the State Law Enforcement Agency reserves the right to continue to perform a public safety role at the facility and will also remain the sole law enforcement agency charged with the duty of conducting background investigations for the licensing of gaming employees, registration of gaming service enterprises and licensing of principals.

SECTION 5. Licensing of Gaming Employees.

(a) Requirements for gaming employee licensing. No person may commence or continue employment as a gaming employee unless such person is the holder of a valid current gaming employee license issued by the State Gaming Agency in accordance with the provisions of this Section. Officers and inspectors employed by the Tribal Gaming Agency shall be required to obtain gaming employee licenses.

(b) Procedure for license application. Each applicant for a gaming employee license shall submit a completed license application in quadruplicate to the Tribal Gaming Agency, on forms prescribed and provided by the State Gaming Agency. The completed gaming employee license application shall contain such information, documentation and assurances as may be required by the State Gaming Agency concerning the applicant's personal and family history, personal and business references, criminal conviction record, business activities, financial affairs, gaming industry experience, gaming school education and general

educational background. The Tribal Gaming Agency shall certify on the completed application that the application has been approved and shall retain one (1) copy and forward one (1) copy to the Tribal Gaming Operation and two (2) copies of such certified application to the State Gaming Agency. The applications submitted to the State Gaming Agency pursuant to the provisions hereof shall be accompanied by a non-refundable fingerprint processing fee established by the State Gaming Agency, two (2) sets of the applicant's fingerprint card(s), two (2) current photograph(s) and a release signed by the applicant authorizing a background investigation in a form as required by the State Gaming Agency and Tribal Gaming Agency.

(c) License fees. The Tribal Gaming Agency may assess a fee for processing the gaming employee license application and for each renewal. Such fee(s) shall be made payable to the Tribal Gaming Agency upon submission of the application.

(d) Investigation of applicants. The State Gaming Agency shall promptly forward a copy of the gaming employee license application, one photograph and release to the State Law Enforcement Agency which shall conduct a background investigation of the applicant. The State Gaming Agency shall forward the fingerprint cards and the appropriate fingerprint processing fee to the Division for a fingerprint-based search of the State criminal history record files and for forwarding to the Federal Bureau of Investigation for a fingerprint-based search of the Federal criminal history record files. The State Law Enforcement

Agency shall, as soon as is practicable after conclusion of its background investigation, report its findings to the State Gaming Agency. The Division shall forward the results of the criminal record searches to the State Gaming Agency and shall maintain the fingerprint records on a full search and retain basis until such time as the Division is notified that such person is no longer employed in Class III gaming.

(e) Temporary licensing. The Tribal Gaming Agency may request the State Gaming Agency to issue a temporary license for any applicant. The State Gaming Agency shall issue a temporary license to such applicant whose application discloses no grounds to disqualify the applicant and the State Gaming Agency's fingerprint (or other) check with the Division does not disclose grounds for denial of such temporary licensing. Within seven (7) business days of the request by the Tribal Gaming Agency and receipt of the completed application and related documents, the State Gaming Agency shall either issue or deny a temporary gaming license. The temporary gaming license shall remain in effect until it is suspended or revoked or upon the issuance or denial of an annual license. If the State Gaming Agency denies issuance of a temporary license, it shall notify the Tribal Gaming Agency setting forth the reason(s) for the denial in writing. Such denial may not interrupt the processing of the application for an annual license unless such application is withdrawn by the Tribal Gaming Agency or Tribal Gaming Operation.

(f) Action by the State Gaming Agency.

1. The State Gaming Agency shall deny a gaming employee license to any applicant who:
 - a. is under the age of 18;
 - b. has been convicted of a felony;
 - c. has been convicted of any form of bookmaking or other form of illegal gaming;
 - d. has been convicted of any fraud or material misrepresentation in connection with gaming;
 - e. has been found through a final administrative determination to have violated any law, rule or regulation relating to gaming for which termination of employment or revocation of license might be imposed;
 - f. has otherwise been determined to be a person whose prior activities, criminal record, if any, or reputation, habits and associations pose a threat to the effective regulation of gaming or create or enhance the chances of unfair or illegal practices, methods, and activities in the conduct of the gaming permitted pursuant to this Compact; or
 - g. has failed to provide any information reasonably required to investigate the applicant for a gaming employee license or to reveal any fact material to such application, or has furnished any information

which is untrue or misleading in connection with such application.

2. Any information received by the Tribal Gaming Agency bearing upon the eligibility of any applicant or licensee for license shall be submitted immediately to the State Gaming Agency.
3. In the case of an approval, the written notice of such approval and a license prescribed by the State Gaming Agency shall be sent to the Tribal Gaming Agency for issuance to the applicant. In the case of a denial, the notice shall be sent to the Tribal Gaming Agency and to the applicant. The notice of denial shall set forth the reason(s) for such action.

(g) Duration of license. Any gaming employee license issued by the State Gaming Agency shall be effective for not more than one year unless a longer period is prescribed by the State Gaming Agency; provided, that a licensed employee who has timely and properly applied for renewal may continue to be employed under the expired license until final action is taken on the renewal application by the State Gaming Agency. Upon termination of a licensee's employment, the Tribal Gaming Agency shall immediately give written notice of termination to the State Gaming Agency which shall promptly notify the Division.

(h) Renewal of license. An applicant for a license renewal shall submit a renewal application in quadruplicate to the Tribal Gaming Agency on forms prescribed by the State Gaming Agency

which shall not require the applicant to furnish historical data previously submitted. The Tribal Gaming Agency shall forward one (1) copy to the tribal gaming operation and forward two (2) copies of the renewal application to the State Gaming Agency which shall forward a copy to the State Law Enforcement Agency for its review. No additional background investigation of an applicant for renewal shall be required unless new information concerning the applicant's suitability or eligibility for licensing is received by the Tribal Gaming Agency or the State Law Enforcement Agency. The State Gaming Agency shall issue a renewal license unless the new information is sufficient to disqualify the applicant pursuant to subsection (f)(1) of this Section. A copy of the renewal license shall be sent to the Tribal Gaming Agency.

(i) Denial, suspension or revocation of license. Upon a denial of an initial gaming employee license application the State Gaming Agency shall notify in writing, the applicant, the Tribal Gaming Agency, and the Tribal Gaming Operation. The notice shall set forth the reason(s) for the denial. The action of the State Gaming Agency in denying an initial gaming employee application is reviewable pursuant to Article 78 of the New York Civil Practice Laws and Rules upon petition of the applicant. The State Gaming Agency may suspend, revoke or deny a renewal of any gaming employee license for any violation of this Compact or if new information concerning facts arising either prior to or since the issuance of the initial license, or any renewal

thereof, comes to the attention of the State Gaming Agency which information would justify denial of such initial license. No gaming employee license shall be suspended, revoked or renewal denied except after notice and hearing under the State Administrative Procedures Act and may be reviewable pursuant to Article 78 of the New York Civil Practice Laws and Rules upon petition of the applicant. The State Gaming Agency shall have the authority to summarily suspend such license pursuant to such administrative procedures.

(j) Display of license. The license issued by the State Gaming Agency shall be carried on the person of the licensee in a manner prescribed by the State Gaming Agency at all times while at the Gaming Facility. The license shall be surrendered to the State Gaming Agency upon license suspension, revocation or upon termination of employment.

(k) Identification badges. The Tribal Gaming Agency shall issue serially numbered identification badges to all licensed gaming employees. No person shall have access to any area restricted to employees in a Gaming Facility without having an authorized and valid identification badge issued by the Tribal Gaming Agency prominently appended to the approved location on the licensee's outer garment. The Tribal Gaming Agency shall code the design, color(s), wording and lettering of the identification badge in accordance with job title of the employee. Such identification badge shall remain the property of the Tribal Gaming Agency and must be surrendered by the licensed

gaming employee upon the demand by any authorized Tribal Gaming Agency representative where such employee has been suspended, charged or discharged for violation of any applicable law of the Tribe, the United States or the State, or has terminated his or her employment. The name of each badge recipient, the employment position, badge number and assigned code shall be forwarded to the State Gaming Agency and Tribal Gaming Operation.

(1) Investigation of non-gaming employees. The State and Tribal agencies may investigate misconduct of employees of the Tribe or an Enterprise who are not gaming employees but who are employed in ancillary facilities located within the same building as any Gaming Facility, and such employees shall be dismissed by the Tribe or an Enterprise from such employment upon notification by the State or Tribal Agencies that their conduct in the course of their employment in such ancillary facilities pose a threat to the effective regulation of gaming or create or enhance the dangers of unfair or illegal practices, methods and activities in the conduct of gaming, subject to the same rights of appeal as are provided in sub-section (i) of this Section.

SECTION 6. Registration of Gaming Service Enterprises.

(a) Requirement for registration. No enterprise may provide gaming service, gaming supplies or gaming equipment to the Tribal Gaming Operation unless it is the holder of a valid

gaming service registration issued by the State Gaming Agency in accordance with the provisions of this Section.

(b) Procedure for registration. Each applicant for a gaming service registration shall submit, on forms prescribed by the State Gaming Agency, a completed registration application in quadruplicate to the Tribal Gaming Agency, two (2) copies of which the Tribal Gaming Agency shall forward to the State Gaming Agency and one (1) copy to the Tribal Gaming Operation. The gaming registration application shall contain such information, documentation and assurances as may be required by the State Gaming Agency, including identification of all of the applicant's principals. Each principal shall submit a completed informational form in quadruplicate along with the gaming service registration application which shall contain the principal's personal, business and family history, personal and business references, criminal conviction record, business activities, financial affairs, prior gaming industry experience, source of funds used to acquire an interest in the enterprise and general educational background. The informational form shall include a signed release on a form prescribed by the State Gaming Agency authorizing a background investigation, two (2) sets of fingerprint cards with the appropriate fingerprint processing fee which is not refundable and two (2) current photographs.

(c) Fees. Each initial application for registration or renewal shall be accompanied by an application processing fee

payable to the Tribal Gaming Agency in an amount set and retained by the Tribal Gaming Agency.

(d) Investigation of applicants. The State Gaming Agency shall forward a copy of the application and informational form(s) and one photograph of each principal to the State Law Enforcement Agency which shall conduct background investigations of the applicants. The State Gaming Agency shall forward the fingerprint cards and the appropriate fingerprint processing fees to the Division for a fingerprint-based search of the State criminal history record files and for forwarding to the Federal Bureau of Investigation for a fingerprint-based search of the Federal criminal history record files. The State Law Enforcement Agency shall report the results of its investigation to the State Gaming Agency. The Division shall forward the results of the criminal record searches to the State Gaming Agency and shall maintain the fingerprint records on a full search and retain basis until such time as it is notified that such gaming services registrant and principals are no longer involved in Class III gaming operated by the Tribe; such notification shall occur immediately following the termination of such Class III gaming activity.

(e) Action by State Gaming Agency.

1. The State Gaming Agency shall issue a registration to any gaming service enterprise unless it:
 - a. has been convicted of a felony;

- b. has been convicted of any form of bookmaking or other forms of illegal gambling;
- c. has been convicted of any fraud or material misrepresentation in connection with gaming;
- d. has been found through a final administrative determination, to have violated any law, rule or regulation relating to gaming for which termination of employment or revocation of registration might be imposed;
- e. has otherwise been determined to be a person whose prior activities, criminal record, if any, or reputation, habits and associations pose a threat to the effective regulation of gaming or create or enhance the chances of unfair or illegal practices, methods and activities in the conduct of the gaming permitted pursuant to this Compact;
- f. has failed to provide any information reasonably required to investigate the application for registration or to reveal any fact material to such application, or has furnished any information which is untrue or misleading in connection with such application; or

g. has a principal who is disqualified by virtue of sub-paragraphs a, b, c, d, e or f of this subsection or is under the age of 18.

2. Upon approval of the application, the State Gaming Agency shall issue a gaming service registration and send appropriate written notice to the applicant, the Tribal Gaming Agency and the Tribal Gaming Operation. In the event that the State Gaming Agency denies a registration applicant, the State Gaming Agency shall notify in writing the applicant, the Tribal Gaming Agency and the Tribal Gaming Operation of the reason(s) for the denial.

(f) Temporary gaming service registration. The State Gaming Agency shall, upon request of the Tribal Gaming Agency, issue a temporary gaming service registration pending the processing of the application for gaming service registration and informational form(s); (i) when there are no grounds apparent on the face of the application or informational form(s) sufficient to disqualify the applicant and upon the satisfactory results of a fingerprint (or other) check of each principal made by the Division at the request of the State Gaming Agency; or (ii) when the applicant is registered as a gaming enterprise in Connecticut or New Jersey. All applications for temporary registration submitted within four (4) months following the approval of this Compact by the Secretary of the Interior shall be granted or denied within seven (7) business days of the request by the

Tribal Gaming Agency and receipt by the State Gaming Agency of the completed application and related documents. The temporary registration shall remain in effect until suspended or revoked or upon issuance or denial of an annual registration. If the State Gaming Agency refuses to issue a temporary registration it shall notify the Tribal Gaming Agency setting forth the reason(s) for refusal in writing. Such denial shall not interrupt the processing of the application for annual registration unless such application(s) is withdrawn by the applicant or the Tribal Gaming Operation.

(g) Duration of registration. Any gaming service registration issued by the State Gaming Agency shall be effective for not more than one year unless a longer period is prescribed by the State Gaming Agency; provided, that a registrant or principal(s) that has timely and properly applied for a renewal may continue to provide services, supplies or equipment or be associated with the registrant under an expired registration until final action is taken upon the renewal application and informational form(s) by the State Gaming Agency.

(h) Renewal of gaming service registration. A renewal applicant and its principals shall submit a renewal application and informational form(s) in quadruplicate to the Tribal Gaming Agency on forms prescribed by the State Gaming Agency. An applicant and its principals shall not be required to resubmit historical data previously furnished.

The renewal application and informational form(s) shall be reviewed by the Tribal Gaming

Agency and two (2) copies forwarded to the State Gaming Agency and one (1) copy to the Tribal Gaming Operation. The State Gaming Agency shall forward one copy to the State Law Enforcement Agency. No additional background investigation of an applicant for renewal shall be required unless new information concerning the applicant's continuing suitability or eligibility for a registration license is received by the State Gaming Agency, the State Law Enforcement Agency, the Tribal Gaming Agency and the Tribal Gaming Operation. The State Gaming Agency shall renew a gaming service registration unless the new information is sufficient to disqualify the renewal applicant pursuant to subsection (e) of this Section.

(i) Display of registration and badge. Registration shall be in a form prescribed by the State Gaming Agency and shall be in the possession of the registered gaming service enterprise at all times while at a Gaming Facility. Each employee or principal of the registered enterprise while at a Gaming Facility in a representative capacity shall wear a badge prescribed and issued by the Tribal Gaming Agency identifying that person as an employee or principal of the registrant unless such employee or principal has been licensed as a gaming employee in which case the employee or principal shall wear an identification badge as prescribed in Section 5 (k). Upon issuance of the badge, the name of the registrant, the name of the recipient and the badge number shall be forwarded to the State Gaming Agency and the Tribal Gaming Operation. In the event of a suspension or

revocation of the registration, the registration shall be surrendered to the State Gaming Agency and all badges surrendered to the Tribal Gaming Agency.

(j) Denial, revocation or suspension of registration and appeal. Upon a denial of an initial registration application the State Gaming Agency shall notify in writing, the applicant, the Tribal Gaming Agency and the Tribal Gaming Operation. The notice shall set forth the reason(s) for the denial. The action of the State Gaming Agency in denying an initial application may be reviewable pursuant to Article 78 of the New York Civil Practice Laws and Rules in the State Supreme Court upon petition by the applicant. The State Gaming Agency may suspend or revoke any registration or deny a renewal of any registration for any violation of this Compact or if new information concerning facts arising either prior to or since the issuance of the initial registration or any renewal thereof including the ineligibility of any principal, comes to the attention of the State Gaming Agency which information would justify denial of such initial registration, or any renewal thereof. No registration shall be suspended or revoked or renewal denied except after notice and hearing under the State Administrative Procedures Act and may be reviewable pursuant to Article 78 of the New York Civil Practice Laws and Rules upon petition by the registrant. The State Gaming Agency shall have the authority to summarily suspend a registration pursuant to such administrative procedures. The State Gaming Agency, the State Law Enforcement Agency and the

Tribal Gaming Agency may investigate any person or entity who holds a registration, or any principal thereof, at any time. Any information which comes to the actual attention of the Tribal Gaming Agency or the Tribal Gaming Operation bearing upon the eligibility of any applicant, registrant or principal must be submitted immediately to the State Gaming Agency.

(k) Investigation of non-gaming enterprises. Any enterprise which provides services, supplies or equipment to a Tribal Gaming Operation other than gaming services, supplies or gaming equipment in a total amount exceeding the sum of \$50,000.00 in a single twelve month period shall be identified by the Tribal Gaming Agency to the State Gaming Agency and shall agree to cooperate with the State Gaming Agency and the State Law Enforcement Agency in any investigation deemed necessary by either such agency relative to the fitness of such enterprise to engage in business with the Tribal Gaming Operation. The Tribal Gaming Agency or State Gaming Agency may bar such enterprise from providing supplies, services or equipment to the Tribal Gaming Operation upon a determination that such enterprise or a principal thereof is a person or entity whose prior activities, criminal record, if any, or reputation, habits and associations pose a threat to the effective regulation of gaming or create or enhance the dangers of unfair or illegal practices, methods and activities in the conduct of gaming; provided, however, that such enterprise may appeal such determination in the manner provided pursuant to subsection (j) of this Section.

SECTION 7. Standards of Operation and Management for Class
III Games of Chance.

(a) Standards of operation and management. The standards of operation and management governing all gaming operations are defined in Appendix B of this Compact. Such standards shall protect the public interest in the integrity of the gaming operations and shall reduce the dangers of unsuitable, unfair or illegal practices and methods and activities in the conduct of gaming.

(b) Persons barred from Gaming Facilities. The Tribal Gaming Agency and State Gaming Agency shall establish, maintain and share lists of persons barred from the Gaming Facilities because their criminal histories or associations with career offenders or career offender organizations pose a threat to the integrity of the gaming activities or the safety of patrons or employees. The Tribal Gaming Agency, Tribal Gaming Operation and State Gaming Agency shall exclude persons on such lists from entry into the Gaming Facilities. The Tribal Gaming Agency, Tribal Gaming Operation and State Law Enforcement Agency shall also exclude persons engaging in disorderly conduct or other conduct jeopardizing public safety in the Gaming Facility.

(c) Records of complimentary services. The Tribal Gaming Operation shall maintain a record of all complimentary services provided to patrons of its Gaming Facilities or their guests, including either the full retail price of such service or item if

the same service or item is normally offered for sale to patrons in the ordinary course of business at the Gaming Facility, or the cost of the service or item to the Tribal Gaming Operation if not offered for sale to patrons in the ordinary course of business. If the complimentary service or item is provided to a patron by a third party on behalf of the Tribal Gaming Operation, such service or item shall be recorded at the actual cost to the Tribal Gaming Operation of having the third party provide such service or item. A log recording all such complimentary services having a value greater than \$200 shall be available for inspection by the State Gaming Agency in accordance with Section 11(b) and Appendix B of this Compact.

(d) Possession of firearms prohibited. No person, including security department personnel, shall possess, or be permitted to possess any pistol or other type of firearm within any Gaming Facility without the express written consent of the State Law Enforcement Agency and the Tribal Law Enforcement Agency, except for personnel of the State Law Enforcement Agency. The Tribal Gaming Agency shall post, in a conspicuous location at every entrance to each Gaming Facility, a sign that may easily be read stating: "No person shall possess any pistol or firearm of any kind within this Gaming Facility without the express written consent of the New York State Police and the Tribal Police."

SECTION 8. Tribal Regulatory Authority in the Event that the State Declines to Exercise Jurisdiction.

(a) Default authority of Tribal Gaming Agency. In the event that the State Gaming Agency declines to exercise all or any portion of the authority vested in the State Gaming Agency pursuant to the applicable provisions of this Compact, or the Standards of Operation and Maintenance set forth in Appendix B of this Compact, then the Tribal Gaming Agency shall exercise such authority and carry out the responsibilities set forth therein including, without limitation, licensing of employees and registration of gaming service enterprises, until and unless the State Gaming Agency advises the Tribe in writing that it is prepared to exercise such authority.

(b) Default authority of Tribal Law Enforcement Agency. In the event that the State Law Enforcement Agency declines to exercise the responsibilities vested in it pursuant to the applicable provisions of this Compact, then the Tribal Law Enforcement Agency shall carry out such responsibilities at the request of the State Gaming Agency or the Tribal Gaming Agency, as the case may be, until and unless the State Law Enforcement Agency agrees to exercise such responsibility.

SECTION 9. State Assessment for Costs of Oversight.

(a) General policy. The following policies, standards and procedures shall be followed by the Tribe and the State in assessing the Tribe for all reasonable and necessary costs incurred by the State, pursuant to this Compact, in regulating gaming operations and in ensuring public safety.

(i). Compensation shall be made by the Tribe to the State for the actual cost of wages of State employees, their fringe benefits, and their relevant travel, lodging and related expenses incurred in performance of State obligations under this Compact.

(ii). The Tribe shall compensate the State, at actual cost, for such other non-employee expense as equipment, space, utility and maintenance costs necessary to perform State obligations under this Compact.

(b) Budget planning. Annually, on or about October 1, the State, after consultation with the Tribe, shall provide the Tribe with a budget estimate of State costs expected to be incurred during the following State fiscal year, i.e., from April 1 to March 31 of the succeeding year. The purpose is to enable the Tribe and the State to engage in forward fiscal planning. This estimate shall be divided into two major segments: one for Class III gaming regulation, the other for related public safety

protection. Coordination of estimates developed by the State agencies concerned shall be the responsibility of the State Office of Indian Relations or such other agency of the State as the State may designate from time to time by written notice to the Tribe. The comprehensive budget estimate shall be submitted to the State Division of the Budget for review and inclusion in the State's Executive Budget. It shall include a level of detail no less than in the following schedule:

(c) Definitions.

(i). Personal Service Costs:

Staffing. Includes listing of categories of State employees by job title, pay grade and anticipated pay, and number within each category.

Fringe Benefits. Computed using the annual percentage rate promulgated by the Division of Budget for the cost of benefits provided to State employees. The percentage is applied against an employee's salary and added thereto.

Overhead Costs. For the first year of operation, these costs shall be computed and submitted annually by the State to the Tribe using the relevant computation methodology specified in Circular No. A-87 published on January 15, 1981 by the U.S. Office of Management and Budget, Executive Office of the President. In subsequent years, a fixed percentage of the total salaries of

State employees directly assigned to Class III gaming activities may be used in lieu of an annual computation if mutually agreed to by both parties. The agreed-upon amount will be approximately the same as the actual overhead costs. The purpose is to defray the associated administrative costs of the State's and any relevant State agency's central administration.

Auditing. Includes the estimated cost of auditing by the State, if, under the terms of this Compact, the State retains and exercises certain authority to audit gaming activities and/or associated records.

(ii) Non-Personal Service. Includes items directly related to gaming regulation and policing, such as vehicles, telephones, fax machines, desks, chairs, file cabinets, personal computers, communication systems, rental cost of off-reservation headquarters space, and cleaning, maintenance and supply costs. Estimated costs for each shall be detailed.

(iii) One-Time v. Recurring Costs. Identifies those costs, primarily for Non-Personal Service, that are incurred as a one-time cost by the State during the start-up period(s) and segregating those costs that are estimated to be recurring.

Because the number of Gaming Facilities to be operated is uncertain, the cost allocation will also include estimated cost per Gaming Facility.

- (d) Appropriation. To permit reimbursement of State costs by the Tribe, a Special Revenue Fund/Other (SRO) appropriation(s) shall be recommended by the Governor of the State each year in the Executive Budget submitted to the Legislature. Upon legislative approval, this type of appropriation receives income from a specific revenue source, with disbursements from the fund made only for specified purposes related to the funding source. Expenditures by the State relating to this Compact shall be made from the SRO appropriation, and the Tribe shall reimburse the appropriation for the actual expenses incurred by the State. Since the nature of an appropriation requires that a fixed amount be appropriated by the Legislature, the Tribe shall provide the State, prior to October 1 of each year, its best estimate on the number of Gaming Facilities that will be operating on the Reservation during the ensuing State fiscal year. During that year, the State Gaming Agency shall be notified in not less than ninety (90) days of the intent of the Tribe or Tribal Gaming Agency to commence the operation of a new Gaming Facility or terminate the operation of an existing Gaming Facility.

(e) Payments by Tribe to State.

- (i) Assessment by State. The State shall assess the Tribe quarterly for actual expenses incurred in executing its responsibilities under this Compact. Time spent by State employees in performance of relevant duties shall be documented by duly executed and approved time records, and reimbursement for expenses for employee travel, lodging and food shall be based upon the policies of the State of New York applicable to all State employees, as adjusted from time to time. Purchase of equipment, supplies and other Non-Personal Service items shall be supported by appropriate receipts of purchase or lease.
- (ii) Start-up Assessment. During the start-up year of Gaming Operations, the State's quarterly assessment of costs to the Tribe shall be based upon the prospective budget estimates developed by the State in cooperation with the Tribe. Within 30 days after the close of the State's fiscal year, the State shall submit an adjusted assessment to the Tribe reflecting actual State expenses. If the adjustment demonstrates that the Tribe has been overbilled or underbilled, a compensating adjustment will be made in billings to the Tribe in the subsequent billing period.

(iii) Subsequent Assessments. For each of the second and subsequent years, the first quarterly billing to the Tribe, representing the period of actual expenses from April 1 to June 30 inclusive, shall be submitted by the State on or about August 1 of each year. Subsequent quarterly billings shall be submitted to the Tribe by the State on or about November 1 for the second quarter, February 1 for the third quarter, and May 1 for the last quarter. Reimbursement to the State by the Tribe shall occur within 30 days of billing by the State via check made out to the order of the State Comptroller of the State of New York, with notation referencing the appropriate Special Revenue Fund/Other account, and mailed to the Comptroller, 6th floor, Alfred E. Smith State Office Building, Albany, New York 12236.

(f) Resolution of disputed State expenses. If the Tribe disputes the validity of any of the State's expenses billed to the Tribe for reimbursement to the State, the Tribe, within the 30-day reimbursement period, shall notify the relevant State agency and the State Office of Indian Relations of the disputed items billed and give its reasons for contesting them. If the Tribe and the State are unable to resolve the dispute(s) to their mutual satisfaction, the dispute resolution procedures provided for in Section 14 of this Compact shall be utilized for a final

resolution. Until such resolution is obtained, all of the undisputed items in a billing shall be reimbursed by the Tribe to the State; only the disputed items shall be withheld until a final resolution is obtained.

SECTION 10. Approval of Management Contracts.

In accordance with Section 11(d)(9) of the Act, 25 U.S.C. §2710(d)(9), the Chairman of the National Indian Gaming Commission shall be responsible for the review and approval of any management contract for management of Tribal Gaming Operations conducted on the Reservation pursuant to this Compact in accordance with the provisions of subsections (b), (c), (d), (f), (g) and (h) of Section 12 of the Act, 25 U.S.C. §2711. The Tribe shall not enter into any management contract for the management of Tribal Gaming Operation on the Reservation without the approval of the Chairman in accordance with the terms of the Act. The Tribe shall provide the State Gaming Agency with a copy of such contract and with the information described in Section 12(a)(1) of the Act, 25 U.S.C. §2711 at the time of submission of such contract to the Chairman and agrees that the State shall be deemed to have standing to submit its views regarding approval of such contract to the National Indian Gaming Commission.

SECTION 11. Enforcement of Compact Provisions.

(a) Tribal gaming agency supervision. The Tribal Gaming Agency shall have primary responsibility for oversight of Tribal Gaming Operations and shall, for that purpose, employ inspectors who shall be present in all Gaming Facilities during all hours of operation and who shall be under the supervision of personnel accountable solely to the Tribal Gaming Agency and not to any employees of the Tribal Gaming Operations. Such inspectors shall have unfettered access to all areas of the Gaming Facilities at all times, and personnel employed by the Tribal Gaming Operation shall for such purposes provide such inspectors access to locked and secure areas of the Gaming Facilities in accordance with the provisions of Appendix B. Such inspectors shall investigate and report to the Tribal Gaming Agency regarding any failure by the Tribal Gaming Operation to comply with any of the provisions of this Compact or the applicable laws and ordinances of the Tribe and shall also report, process and resolve (1) complaints by patrons, (2) violations committed by patrons, (3) violations committed by gaming employees and (4) violations committed by the Tribal Gaming Operation. The Tribal Gaming Agency shall require the Tribal Gaming Operation to correct such failure upon such terms and conditions as the Tribal Gaming Agency may determine necessary. The Tribal Gaming Agency shall agree to fully cooperate with all State Gaming Agency and State Law Enforcement Agency investigations and shall forward copies of all patron

complaints, gaming violations and security breach incidents to the State Gaming Agency on a daily basis. In the case where a report indicates that a complaint, violation or incident has not been resolved, the report shall state what remedial steps have been or will be taken to resolve the matter. A follow-up report shall indicate the final disposition of the matter. If the State Gaming Agency disagrees with the action taken by the Tribal Gaming Agency or the action of the Tribal Gaming Operation, which the Tribal Gaming Agency supports, the parties shall meet to settle the matter. If the parties cannot agree, the Tribal Gaming Agency or the State Gaming Agency may initiate the provisions of Section 14 of this Compact. If the State Gaming Agency and Tribal Gaming Agency agree that the Tribal Gaming Operation has violated the provisions of the Compact, appropriate sanctions shall be imposed. The Tribal Gaming Agency will prepare a plan for the safety and security of employees and patrons in each of its Gaming Facilities, following consultation and agreement with the State Law Enforcement Agency, setting forth the respective responsibilities of the Tribal Law Enforcement Agency, the security departments of the Tribal Gaming Operations, and the State Law Enforcement Agency. The Tribal Gaming Agency will also provide the State Gaming Agency and State Law Enforcement Agency with copies of the floor plans and surveillance systems for each Gaming Facility in accordance with the applicable provisions of Appendix B and confer with such agencies regarding the adequacy of such plans and systems. The

Tribal Gaming Agency shall be empowered by Tribal ordinance to impose fines and other appropriate sanctions within the jurisdiction of the Tribe upon any enterprise or person who violates provisions of this Compact including the Appendices.

(b) State review authority. The State Gaming Agency shall have the authority to review the Tribal Gaming Operation in order to determine whether such operations are conducted in compliance with the provisions of this Compact, and for that purpose personnel employed by the State Gaming Agency shall be present in all Gaming Facilities during all hours of operation and shall have unfettered access to all areas of the Gaming Facilities at all times without prior notice for the purpose of performing operation audits of the Tribal Gaming Operations; provided, however, that personnel of the Tribal Gaming Operation shall always accompany personnel of the State Gaming Agency into those areas where money is counted or kept. State personnel shall report to the State Gaming Agency and the Tribal Gaming Agency regarding any failure by the Tribal Gaming Operation to comply with any of the provisions of this Compact. Each Tribal Gaming Operation shall provide the State Law Enforcement Agency and State Gaming Agency with separate and reasonable office spaces and reasonable parking spaces adjacent to each Gaming Facility for the use of their personnel for the purposes of such review and enforcement activities. Personnel employed by the State Gaming Agency shall not interfere with the conduct of the Tribal Gaming Operations except as may be required to perform such

review and operational auditing functions. Auditors employed by the State Gaming Agency shall upon notice to the Tribal Gaming Agency have unfettered access during ordinary business hours of operation to inspect and copy all records, including computer log tapes, of the Tribal Gaming Operations; provided, however, that all records of the Tribal Gaming Operations and Tribal Gaming Agency which are obtained by the State Gaming Agency shall be deemed confidential and proprietary financial information belonging to the Tribe and shall not be subject to public disclosure by the State without the express written consent of the Tribe. The State Gaming Agency may conduct whatever investigations as they deem appropriate respecting violations of this Compact. The Tribal Gaming Agency, as agent of the Tribe, shall cause each of the Class III gaming operations to be subjected to an annual audit by an Independent Certified Public Accountant, selected by the Tribal Gaming Agency, in accordance with the provisions of Appendix C. The State Gaming Agency shall be provided with an opportunity to review the audit findings with the Independent Certified Public Accountant prior to issuance of the audit report and shall receive copies of the audit report, engagement letter, management's representation letter, lawyer's contingency letter and such other workpapers as the State Gaming Agency deems necessary.

(c) Enforcement authority of the State Gaming Agency. If the State Gaming Agency determines that the Tribal Gaming Operation is not in compliance with any provision of this

Compact, the State Gaming Agency shall deliver a notice of noncompliance to the Tribal Gaming Agency and the Tribal Gaming Operation setting forth the nature of such noncompliance and the action required to remedy such noncompliance. In the event that the Tribal Gaming Operation's noncompliance continues following receipt of such notice, the State Gaming Agency may (1) bring an action in the United States District Court for the Northern District of New York pursuant to 25 U.S.C. §2710(d)(7)(A)(ii) to enjoin the noncompliant activity in violation of this Compact, or (2) commence an arbitration pursuant to Section 14 of this Compact. In addition, the State also may petition the National Indian Gaming Commission to impose penalties on the Tribe pursuant to Section 11(d) of this Compact.

(d) Enforcement authority of the National Indian Gaming Commission. The Tribe shall enact as part of its tribal ordinances governing Class III gaming activities on the Reservation and submitted to the National Indian Gaming Commission for approval pursuant to Section 11(d) (2) of the Act, 25 U.S.C. §2710(d) (2), all of the provisions of this Compact. In accordance with Section 14 of the Act, 25 U.S.C. §2713, the National Indian Gaming Commission may enforce the provisions of the ordinances of the Tribe governing the conduct of Class III gaming activities on the Reservation, including the provisions of this Compact as incorporated into such ordinances pursuant to this section. The State Gaming Agency may petition the National Indian Gaming Commission to impose penalties on the Tribe

pursuant to 25 U.S.C. §2713, including civil fines and temporary or permanent closure of some or all of the Tribal Gaming Operation, for violation of the ordinances of the Tribe including the provisions of this Compact incorporated into such ordinances.

(e) Quarterly meetings. In an attempt to develop and foster a relationship in the enforcement of the provisions of this Compact representatives of the State Gaming Agency, State Law Enforcement Agency, the Tribe and Tribal Gaming Agency shall meet, not less than on a quarterly basis, unless otherwise agreed, to review past practices and examine methods to improve the regulatory and enforcement programs created by this Compact.

SECTION 12. Application of State Regulatory Standards.

(a) Health and safety standards. Tribal ordinances and regulations governing health and safety standards applicable to the Gaming Facilities shall be no less rigorous than standards imposed by the laws and regulations of the State relating to public facilities with regard to building, sanitary, and health standards and fire safety. The Tribe shall cooperate with any State agency generally responsible for enforcement of such health and safety standards in order to assure compliance with such standards. Tribal ordinances and regulations governing water discharges from the Gaming Facilities shall be no less rigorous than standards generally imposed by the laws and regulations of the State relating to public facilities; provided, however, that

to the extent that federal water discharge standards specifically applicable to the Reservation would pre-empt such State standards, then such federal standards shall govern.

(b) Traffic standards. The Tribe shall provide access from any Gaming Facilities located on the Reservation onto public highways of the State of New York which are adequate to meet standards of the State Department of Transportation or shall enter into agreements with the State Department of Transportation for the provision of such access by the State, including provisions for compensation by the Tribe of the costs incurred by the State in constructing such improvements to the public highways, including traffic control signals, as may be necessary. The State will cooperate with the Tribe in providing at the Tribe's expense such signage as is reasonable and appropriate in order to permit members of the traveling public to locate the Reservation from the major road approaches.

SECTION 13. Amendment and Modification.

(a) Amendment and modification. The provisions of this Section shall govern the amendment and modification of the Compact and any of its Appendices. No provision of this Compact or of any of its Appendices shall be amended or modified except by written agreement of the Tribe and the State.

(b) Compact provisions. A request to amend or modify the Compact by either party shall be in writing, specifying the

manner in which the party requests the Compact to be amended or modified, the reason(s) therefor, and the proposed language. Representatives of the parties shall meet within ten (10) days of the request and shall expeditiously and in good faith negotiate whether and on what terms and conditions the Compact will be amended or modified. A request by the Tribe to amend or modify any provision of the Compact shall be deemed a request to enter into negotiations for the purpose of entering into a Tribal-State Compact subject to the provisions of 25 U.S.C. §2710(d). Disputes between the Tribe and the State shall not be subject to arbitration pursuant to Section 14.

(c) Appendices provisions: games.

- (i) If the State (1) makes lawful a Class III game of chance not authorized to be conducted for any purpose by any person, organization or entity when this Compact took effect and the State Gaming Agency adopts specifications for such game, or (2) enters into a Tribal-State Compact with any Indian tribe or nation governing the conduct of Class III Gaming authorizing the conduct by such tribe or nation of a Class III game of chance not authorized to be conducted by the Tribe under this Compact, and setting forth specifications for such game, the State Gaming Agency shall give the Tribe written notice of such action within five (5) days, identifying the game and its specifications.

If the Tribe accepts such game and its specifications, it shall notify the State Gaming Agency in writing and the appropriate amendments or modifications shall be made to Appendices A and B. If the Tribe submits its own specifications for such game, the State Gaming Agency shall within fifteen (15) days notify the Tribe that it has accepted or rejected the Tribe's proposed specifications. If the State Gaming Agency accepts the Tribe's proposed specifications, the appropriate amendments and modifications shall be made to Appendices A and B. If the State Gaming Agency rejects the Tribe's proposed specifications, the Tribe may commence an arbitration pursuant to Section 14 of this Compact.

- (ii) The Tribe may make a request to amend or modify specifications for an approved game in Appendix A by submitting proposed amended or modified specifications in writing to the State Gaming Agency. The State Gaming Agency shall within fifteen (15) days notify the Tribe that it has accepted or rejected the Tribe's proposed specifications. If the State Gaming Agency accepts the Tribe's proposed specifications, the appropriate amendments and modifications shall be

made to Appendices A and B. If the State Gaming Agency rejects the Tribe's proposed specifications, the Tribe may commence an arbitration pursuant to Section 14 of this Compact.

- (iii) The Tribe may request that a Class III game of chance be added to the approved games of chance contained in Appendix A by submitting written specifications for such a game to the State Gaming Agency. Such a request shall be deemed a request to amend or modify the Compact pursuant to Section 13(b), and the Tribe may not commence an arbitration pursuant to Section 14 with respect to a dispute arising out of such request. The State Gaming Agency shall within fifteen (15) days notify the Tribe in writing that it accepts or rejects the game and the specifications proposed by the Tribe. If the State Gaming Agency accepts the proposed game and the specifications, the appropriate amendments shall be made to Appendices A and B. If the State Gaming Agency rejects the proposed game and the specifications, the State and the Tribe shall within five (5) days after the Tribe's receipt of the notice of rejection enter into negotiations pursuant to Section 13(b). Nothing in this Compact shall be deemed to waive

the right of the Tribe to request negotiations for amendment or modification to this Compact with respect to a Class III game or activity which is to be conducted on the Tribal lands but which is not permitted under the provisions of this Compact.

(d) Appendices provisions: other. Except as provided for in subsection (c) above, if the Tribe or the State seeks to amend or modify a provision of any of the Appendices to this Compact, it shall notify the other party in writing. The party receiving such notice shall within fifteen (15) days notify the party requesting the amendment or modification that it accepts or rejects the proposed amendment or modification. If the proposed amendment or modification is accepted it shall be made. If the proposed amendment or modification is rejected, the party proposing it may commence an arbitration pursuant to Section 14 of this Compact.

SECTION 14. Arbitration.

(a) Notice. If the State or the Tribe (1) believes that the other party has failed to comply with any provision of this Compact or of the Appendices hereto, or (2) intends to commence an arbitration concerning a request to amend or modify a provision of any of the Appendices, as provided in Section 14, it shall notify the other party in writing. The notice of

noncompliance shall identify each provision of the Compact alleged to have been violated, specify, with particularity and detail, the factual basis therefor, and include documentation sufficient to support the claim of noncompliance. Within five (5) days of receipt of notice under this subsection by either party, the Tribe and the State shall meet and attempt to resolve the dispute.

(b) Procedures for dispute resolution. If the dispute is not resolved to the satisfaction of the parties within thirty (30) days after service of the notice set forth in subsection (a) above, the dispute shall be determined by arbitration pursuant to the rules of the American Arbitration Association. The parties shall maintain a list of mutually agreed-upon arbitrators from which an arbitrator shall be selected by the parties to resolve any given dispute. In the event of a disagreement as to the arbitrator to be selected, each party shall select one arbitrator and the two arbitrators shall select a third. The arbitrator(s) shall be selected within thirty-five (35) days of the notice set forth in subsection (a) above.

(c) Arbitration costs. The cost of arbitration shall be paid by the losing party, unless the decision of the arbitrator(s) shall specify otherwise, but the parties shall bear their own expenses and attorneys' fees associated with their participation in the arbitration. All arbitration proceedings shall be conducted to expedite resolution of the dispute and minimize cost to the participants.

(d) Remedies. The arbitrator(s) may impose any relief available in law or equity warranted under the circumstances.

(e) Arbitration decision. The decision of the arbitrator(s) shall be final, binding and unappealable. Failure to comply with the judgment and award within the time specified therein for compliance shall be deemed a breach of the Compact, and the prevailing party may bring an action in the United States District Court of the Northern District of New York to enforce the judgment and award.

(f) Preservation of remedies. The right to commence an arbitration pursuant to this Section is in addition to any other remedies that may be available to the parties under applicable law. The Tribe and the State hereby waive any defense which they may have by virtue of their sovereign immunity from suit with respect to any such action in the United States District Courts only for the limited purposes to enforce the provisions of this Compact, and consent to the exercise of jurisdiction over such action and over the Tribe and the State by the United States District Courts with respect to such actions to enforce the provisions of this Compact.

SECTION 15. Effective Date and Duration.

(a) Effective date. This Compact shall be effective upon publication of notice of approval by the Secretary of the

Interior of the United States in the Federal Register in accordance with 25 U.S.C. §2710(d)(3)(B).

(b) Termination. Once effective this Compact shall be in effect until terminated by written agreement of both parties.

(c) Consultation upon revision of State regulations.
Whenever the State adopts or revises any rule or regulation which corresponds to any provision of the Tribe's Standards of Operations and Management relating to the same type of gaming, the State Gaming Agency may notify the Tribal Gaming Agency that it requests analogous changes in such Standards and the Tribal Gaming Agency will promptly confer with the State Gaming Agency in good faith concerning the appropriateness and applicability of such changes.

SECTION 16. Notices.

All notices required or authorized to be served shall be served by first class mail at the following addresses:

Tribal Chiefs	Chairman
St. Regis Mohawk Tribe	NYS Racing and Wagering Board
Community Building	400 Broome Street
St. Regis Mohawk Indian	New York, New York 10013
Reservation - Akwesasne	
Hogansburg, NY 13655	

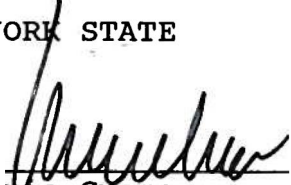
SECTION 17. Severability.

In the event that any section or provision of this Compact is held invalid, or its application to any particular activity

held invalid, it is the intent of the parties that the remaining sections of the Compact and the remaining applications of such section or provision shall continue in full force and effect.

NEW YORK STATE

By


Mario Cuomo
Governor

ST. REGIS MOHAWK TRIBE

By


Norman J. Tarbell, Chief

By


L. David Jacobs, Chief

By


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12-4-93
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**TRIBAL-STATE
COMPACT Between the
ST. REGIS MOHAWK
TRIBE and the
STATE OF NEW YORK**

APPENDIX A:

Approved Games

APPENDIX A: APPROVED GAMES

I.	BACCARAT.....	A-1
II.	BANG.....	A-9
III.	BEAT THE DEALER.....	A-11
IV.	BELL JARS.....	A-12
V.	BEST POKER HAND.....	A-13
VI.	BIG NINE.....	A-14
VII.	BIG SIX.....	A-15
VIII.	BLACKJACK.....	A-16
IX.	CARD WHEEL.....	A-22
X.	CHUCK-A-LUCK.....	A-23
XI.	COLOR WHEEL.....	A-24
XII.	CRAPS (DICE).....	A-25
XIII.	THE FRUIT WHEEL.....	A-29
XIV.	HAZARD.....	A-30
XV.	HORSE RACE GAME.....	A-32
XVI.	HORSE RACE WHEEL.....	A-35
XVII.	JOKER SEVEN.....	A-36
XVIII.	KENO.....	A-37
XIX.	MERCHANDISE WHEELS.....	A-39
XX.	MINI-BACCARAT.....	A-40
XXI.	MONEY WHEEL.....	A-48
XXII.	PAI GOW POKER.....	A-49
XXIII.	RED DOG/ACEY-DUCEY.....	A-58
XXIV.	ROULETTE.....	A-63
XXV.	SUPER PAN GAME.....	A-67
XXVI.	UNDER AND OVER SEVEN.....	A-71

I. **BACCARAT.**

(A) **Equipment.**

- (1) A table with a Baccarat layout.
- (2) At least six decks of cards with backs of the same color and design and two solid-colored cutting cards.
- (3) A dealing shoe.

(B) **Value of the Cards.**

- (1) The "Value" of the cards in each deck will be as follows:
 - (i) any card from 2 to 9 will have its face value;
 - (ii) any Ten, Jack, Queen or King will have a value of zero; and
 - (iii) any Ace will have the value of one.
- (2) The "Point count" of a hand will be a single digit number from 0 to 9 inclusive and will be determined by totalling the value of the cards in the hand. If the total of the cards in a hand is a two-digit number, the left digit of such number will be discarded as having no value and the right digit will constitute the Point Count of the hand. Examples of this rule are as follows:
 - (i) a hand composed of an Ace, a 2 and a 4 has a Point Count of 7; and
 - (ii) a hand composed of an Ace, a 2 and a 9 has a total of 12, but, only a Point Count of 2 since the digit 1 in the number 12 is discarded.

(C) **Types of Wagers.**

- (1) The following wagers will be permitted to be made by a Player at the game of Baccarat:
 - (i) a wager on the "Banker's Hand" which will:
 1. win if the "Banker's Hand" has a Point Count higher than that of the "Player's Hand";
 2. lose if the "Banker's Hand" has a Point Count lower than that of the "Player's Hand"; and

3 be void if the Point Counts of the "Banker's Hand" and the "Player's Hand" are equal.

(ii) a wager on the "Player's Hand" which will:

1. win if the "Player's Hand" has a Point Count higher than that of the "Banker's Hand";
2. lose if the "Player's Hand" has a Point Count lower than that of the "Banker's Hand"; and
3. be void if the Point Counts of the "Banker's Hand" and the "Player's Hand" are equal.

(iii) a wager called a "Tie Bet" which will win if the Point Counts for the "Banker's Hand" and the "Player's Hand" are equal and will lose if such Point counts are not equal.

(2) Unless otherwise approved by the Tribe, the Gaming Operation will not accept any wager at the game or Baccarat other than those specified in paragraph (1) of this section.

(3) All wagers at Baccarat will be made by placing gaming chips (including plaques) on the appropriate areas of the Baccarat layout except that verbal wagers accompanied by cash may be accepted only when there is not sufficient time to convert such cash into gaming chips. Whenever verbal wagers accompanied by cash are accepted, these wagers will not be paid until such cash is converted into gaming chips. The cash received for a verbal wager will not, under any circumstances, be returned to a Player.

(4) No wagers at Baccarat will be made, increased or withdrawn after the Dealer calling the game has announced "No More Bets".

(D) Payoffs.

(1) A winning wager made on the "Player's Hand" will be paid off by the Gaming Operation at Odds of 1 to 1.

(2) A winning wager made on the "Banker's Hand" will be paid off by the Gaming Operation at Odds of 1 to 1, except that the Gaming Operation will extract a charge (to be known as a "Commission" or "Vigorish") on the amount won at four percent (4%) or five percent (5%) of such amount. Wagers will be accepted in \$5 increments only and, therefore the Vigorish will increase in \$.20 increments if the Vigorish is 4% or in \$.25 increments if the

Vigorish is 5%. The Gaming Operation may collect the Vigorish from a Player at the time the winning payoff is made or may defer it to a later time provided, however, that all outstanding Vigorish will be collected prior to reshuffling the cards in a shoe and in no event will the collection of any Vigorish be deferred beyond such point. The amount of any Vigorish not collected at the time of the winning payoff will be evidenced by the placing of coins or lammers containing the amount of Vigorish owed in a rectangular space in front of the Dealer on the layout imprinted with the number of the Player(s) owing such Vigorish.

- (i) the Gaming Operation will notify the appropriate personnel in writing twenty-four (24) hours in advance of any change in the Vigorish percentage (four or five percent).
 - (ii) the Gaming Operation will conspicuously post at the Baccarat table(s) the Vigorish percentage in effect (four or five percent).
 - (iii) when 4% Vigorish is in effect, the Gaming Operation will utilize \$.20 denomination lammers and \$.25 denomination lammers when 5% Vigorish is in effect.
 - (iv) vigorish percentage will be the same for all Baccarat tables at all times. Any change to the Vigorish percentage will be done uniformly for all Baccarat tables throughout the Gaming Operation; Vigorish may differ, however, between Baccarat and Mini-Baccarat.
- (3) A winning Tie Bet will be paid off by the Gaming Operation at odds of at least 8 to 1.

(E) The Shuffle.

- (1) After receiving the six or more decks of cards at the table, the Dealer calling the game will sort and inspect the cards.
- (2) Following the inspection of the cards by the Dealer and verification by the Floorperson at the table, the cards will be spread out face upwards on the table for visual inspection by the first Player(s) to arrive at the table. The cards will be spread out in horizontal rows by deck according to suit and in sequence within the suit.
- (3) After the first Player(s) is afforded an opportunity to visually inspect the cards, the cards will be turned face downward on the table, mixed thoroughly by a "washing" or "chemmy shuffle" of the cards and stacked.

- (4) Immediately prior to the commencement of play and after each shoe of cards is completed, the Dealer will shuffle the cards so that they are randomly intermixed.
- (5) After the cards have been shuffled, the Gaming Operation may choose to have the Dealer lace approximately one deck (or more) of cards so that they are evenly dispensed into the remaining stack. The Dealer calling the game will then offer the stack of cards, with backs facing away from him or her, to the Player(s) to be cut. The Dealer will begin with the Player(s) seated in the highest number position at the table or, in the case of a reshuffle, the last Curator and, working clockwise around the table, will offer the stack to each Player(s) until a Player(s) accepts the cut. If no Player(s) accepts the cut, the Dealer will cut the cards.
- (6) The cards will be cut by placing the cutting card in the stack at least ten (10) cards in from either end.
- (7) Once the cutting card has been inserted into the stack, the Dealer will take all cards in front of the cutting card and place them to the back of the stack. The Dealer will then insert one cutting card in a position at least 14 cards in from the back of the stack and the second cutting card at the end of the stack. The stack of cards will then be inserted into the dealing shoe for commencement of play. Prior to commencement of play, the Dealer will remove the first card from the shoe and place it, with an additional amount of cards equal to the amount on the first card drawn, in the discard bucket after all cards have been shown to the Players. For purposes of this paragraph, face cards and Tens count as 10; Aces count as 1.

(F) The Play.

- (1) At the commencement of play, the Dealer calling the game will offer the shoe to the Player(s) in seat number one at the table. If such Player(s) rejects the shoe or if there is no one in seat number one, the Dealer will offer the shoe to each of the other Player(s) in turn counterclockwise around the table until one of the Player(s) accepts it.
- (2) The Player(s) to accept the shoe, (hereinafter called the "Curator"), will be responsible for dealing the cards in accordance with this section and the instructions of the Dealer calling the game.
- (3) There will be two hands dealt in the game of Baccarat, one of which will be designated the

"Player's Hand" and the other designated the "Banker's Hand."

- (4) At the commencement of each round of play, the Dealer calling the game will announce "No More Bets" after which he or she will instruct the Curator to commence dealing the cards by announcing "Cards."
- (5) The Curator will deal an initial four cards from the shoe. The first and third card dealt will constitute the first and second cards of the "Player's Hand." The second and fourth card dealt will constitute the first and second cards of the "Banker's Hand." After the cards are dealt to each hand, the Dealer calling the game will place them face upwards in front of himself or herself.
- (6) After the initial four cards have been dealt, the Dealer calling the game will announce the Point Count of the "Player's Hand" and Point Count of the "Banker's Hand."
- (7) Following the announcement of the Point Counts of each hand, the Dealer calling the game will instruct the Curator whether to deal a third card to each hand which instructions will be in conformity with the requirements of paragraphs (10) - (16) below.
- (8) Any third card required to be dealt by the Dealer's instructions will first be dealt face upwards to the "Player's Hand" and then to the "Banker's Hand" by the curator.
- (9) Whenever the cutting card appears during play, the cutting card will be removed and placed to the side and the hand will be completed. Upon completion of that hand, the Dealer calling the game will announce "Last Hand." At the completion of one more hand, no more cards will be dealt until the reshuffle occurs.
- (10) If the Point count of either the "Player's Hand" or the "Banker's Hand" after the initial two cards are dealt to each is an 8 or 9 (which will be called a "Natural"), no more cards will be dealt to either hand.
- (11) If the Point Count of the "Banker's Hand" on the first two cards is 0 to 7 inclusive, the "Player's Hand" will draw (i.e., take a third card) or stay (i.e., not take a third card) in accordance with the requirements of Table 1 below:

TABLE 1

THIRD CARD DETERMINATION FOR PLAYER'S HAND

<u>Player Having</u>	<u>Third card Determination</u>
0 to 5.....	Draws
6 to 9.....	Stays

- (12) The "Banker's Hand" will draw (i.e., take a third card) or stay (i.e., not take a third card) in accordance with the requirements of Table 2 below:

TABLE 2

THIRD CARD DETERMINATION FOR BANKER'S

HAND Third Card Drawn By Players Hand

	No Third Card Drawn	0 1 2 3 4 5 6 7 8 9
	0	
	1	Banker's Hand Draws
	2	
Point Count of Banker's Hand	3 D	D D D D D D D D S D
	4 D	S S D D D D D D S S
	5 D	S S S S D D D D S S
	6 S	S S S S S S D D S S
	7	
	8	Banker's Hand Stays
	9	

- (13) The first vertical column in Table 2 labeled "Point count of Banker's Hand" will refer to the Point Count of the "Banker's Hand" after the first two cards have been dealt to it.
- (14) The first horizontal column at the top of Table 2 labeled "Third Card Drawn by Player's Hand" will refer to the value of the third card drawn by the Player's Hand as distinguished from the Point Count of the "Player's Hand".
- (15) The letter "D" used on Table 2 will mean the "Banker's Hand" must draw a third card and the letter "S" used in Table 2 will mean that the "Banker's Hand" must stay (i.e., not draw a third card).
- (16) The method of using Table 2 will be to find the Point Count of the "Banker's Hand" in the first vertical column and trace that horizontally across the table until it intersects the third card drawn by the "Player's Hand".¹¹ The box at which such intersection takes place will show whether the "Banker's Hand" will draw a third card or stay.

For example, if the Point Count of the "Banker's Hand" after two cards is 5, and the value of the third card drawn by the "Player's Hand" after two cards is 4, the Table shows that the "Banker's Hand" will draw a third card.

- (17) After each hand has received all the cards it is entitled to under these procedures, the Dealer will announce the final Point Count of each hand indicating which hand has won the round. If the two hands have equal Point Counts, the Dealer will announce "Tie Hand".
- (18) After the result of the round is announced, the Dealer or Dealers responsible for the wagers on the table will collect all losing wagers, pay off all winning wagers and either collect or mark up any Vigorish owed in accordance with the procedures outlined above.
- (19) It will be the option of the curator, after any round of play either to pass the shoe or remain as curator except that:
 - (i) the Curator will pass the shoe whenever the "Banker's Hand" loses; and
 - (ii) the Dealer or Floorperson at the table may order the Curator to pass the shoe if the curator unreasonably delays the game or repeatedly makes invalid deals.
- (20) Whenever a voluntary or compulsory relinquishment of the shoe occurs, the Dealer will offer the shoe to the Player(s) immediately to the right of the previous Curator and, if he or she does not accept it or there is no Player in that position, the Dealer will offer the shoe to each of the other Players in turn, counterclockwise, around the table. The first to accept the shoe when offered will become the new Curator.

(G)Irregularities.

- (1) A third card dealt to the "Player's Hand" when no third card is authorized under these procedures will become the third card of the "Banker's Hand" if the "Banker's Hand" is obliged to draw by Table 2. If, in such circumstances, the "Banker's Hand" is required to stay, the card dealt in error will become the first card of the next hand unless it has been disclosed. In such case, the disclosed card and an additional number of cards equal to the amount of this card will be drawn face upwards from the shoe and placed in the discard bucket.
- (2) A card drawn in excess from the shoe, if not disclosed, will be used as the first card of the

new hand of play. If the card has been disclosed, a burn card procedure as described in paragraph (1) above shall be implemented.

- (3) All cards found face upwards in the shoe will not be used in the game and will be placed in the discard bucket, along with an additional amount of cards, drawn face upwards, which agrees with the number on the cards found face upwards in the shoe.
- (4) If there are insufficient cards remaining in the shoe to complete a round of play, that round will be void and a new round will commence after the entire set of cards are reshuffled and placed in the shoe.

(H) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

II. BANG.

(A) Equipment.

- (1) A table with a layout and an upright rail around the outside edges of the table. The rail serves as a backboard and also helps to prevent the dice from falling off the table.
- (2) Two dice. The Dealer has at least five dice in front of him or her, from which the Shooter selects two dice to roll.

(B) Players. Any number of Players can play, provided there is space at the table.

(C) The Play.

- (1) Players place wagers on the betting layout. The sections marked "Beat the Dealer Hi Dice" on the layout are considered the outside sections of the layout and are referred to as outside Bets. All other betting spaces on the layout are considered to be inside sections or Inside Bets.
- (2) The Dealer announces: "No more Bets."
- (3) The Dealer rolls first. The total count of the two dice that face upward when the dice come to rest are considered the Dealer's Point. The Dealer places a marker on the layout to indicate the Dealer's Point.
- (4) The Dealer's roll affects all Inside Bets, i.e., all Bets on the layout except Beat the Dealer Hi Dice Bets. (Note that Big Six and Big Eight Bets are active on every roll of the dice, but are only affected by a losing roll of 7, or by the roll of a winning 6 or 2, respectively.) After collecting the losing inside wagers and paying the winning inside wagers, the Dealer announces: "Place Inside Bets only." No additional, "Beat the Dealer Hi Dice" Bets can be placed at this time.
- (5) The first Player on the Dealer's left rolls next. This Player is rolling for all Inside Bets and is rolling for all other "Beat the Dealer Hi Dice" Players at the table.
- (6) After collecting the losing wagers and paying the winning wagers, the first game is over.
- (7) The Dealer announces: "Place all bets Inside Bets and Outside Bets."
- (8) To start a new game, the Dealer rolls the dice and

places the marker to indicate the new Dealer's Point. After collecting the losing wagers and paying the winning inside Bets, the Dealer again announces: "Place Inside Bets only." The Dealer offers the dice to the Player to the left of the previous Shooter. This Shooter's roll affects all bets on the layout. (Note that after the Dealer rolls to start each new game, the dice pass clockwise around the table to the Player to the left of the previous Shooter.)

(D) Bets and Odds.

- (1) All bets must be made before the dice are thrown. Bets will not be honored while the dice are rolling.
- (2) Field Bet. A player can bet on any one roll that one of the following numbers will come up: 2, 3, 4, 9, 10, 11 or 12. If it does, the Player wins and is paid even money. If 5, 6, 7 or 8 comes up, the Player loses.
- (3) Under Seven. The Player wins on any one roll if the total count of the two dice is 2, 3, 4, 5 or 6. Any other number loses. Payoff is even money.
- (4) Any Seven. The Player wins on any one roll if the total count of the two dice is 7. Payoff is 4 to 1.
- (5) over seven. The Player wins on any one roll if the total count of the two dice is 8, 9, 10, 11 or 12. Any other number loses. Payoff is even money.
- (6) Big Six. The Player wins if a 6 is rolled before a 7. Payoff is even money.
- (7) Big Eight. The Player wins if an 8 is rolled before a 7. Payoff is even money.
- (8) Beat the Dealer Hi Dice. Winning Beat the Dealer Hi Dice Bets are paid off at even money. The Gaming Operation wins on all ties.

(E) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

III. BEAT THE DEALER.

(A) Equipment.

- (1) A cage, chute or cup.
- (2) Two dice.
- (3) A table layout.

(B) The Play and Odds.

- (1) The Player places the wager in the space on the layout in front of him or her.
- (2) The Dealer and the Player each tumble the dice by hand or in the cage, chute, or cup. The Dealer goes first. To win, the Player or Players must get a higher total count than the Dealer; the Dealer wins on all ties. The Odds on this game are even, or 1 to 1.

(C) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

IV. BELL JARS.

(A) "Bell Jars" shall mean and include those games not played at the same location as the game of Bingo in which a Player(s) shall draw a card from a jar or other suitable container which contains Numbers, Colors or Symbols that are covered and which, when uncovered, may reveal that a prize shall be awarded on the basis of a designated winning Number, Color or Symbol or combination of Numbers, Colors or Symbols. This section shall include the games of Pulltabs, Lotto, Punch Boards, Tip Jars, Instant Bingo, and other games similar to Bingo if not played at the same location as the game of Bingo.

(B) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

V. BEST POKER HAND.

(A) Equipment.

- (1) A table layout numbered 1 through 10.
- (2) A single deck of 52 cards.

(B) The Players.

Any number of Players who can fit around the table.

The Play.

(C) The cards are thoroughly shuffled and cut by the Dealer. Ten hands of five cards each are dealt face up from the top of the deck and the number corresponding to the Best Poker Hand wins. The Dealer collects the losing wagers and pays the winning wager(s). All cards are shuffled and cut by the Dealer after each hand.

(D) Bets.

Bets are made by placing wagers on the table layout numbered 1 through 10. Players may continue placing wagers until the Dealer calls "No more Bets". The Dealer then deals the cards.

(E) Odds.

No pair (highest hand)	1 to 1	Flush	12 to 1
One pair	2 to 1	Fullhouse	15 to 1
Two pairs	3 to 1	Four of a kind	20 to 1
Three of a kind	5 to 1	Straight flush	25 to 1
straight	10 to 1	Royal flush	50 to 1

(F) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

VI. BIG NINE.

(A) Equipment.

A wheel of variable size. The rim of the wheel is divided into sections, some of which bear different combinations of the numbers 1 through 9. Other sections display a picture of a Diamond, Star or Eagle. The wheel has a corresponding layout.

(B) The Play.

- (1) A Player places a wager on one or more numbers or symbols on the layout and the Dealer spins the wheel. When the wheel stops, the section in which the indicator arm rests is the winning combination.
- (2) If the Player places a wager on the number 1 and the wheel stops at 1-1-9-9-9, the Payoff Odds are 2 to 1 since the number 1 showed twice. If the wheel stops at 1-1-1-4-4, the Payoff Odds are 3 to 1 since the number 1 showed three times. This holds true for all the numbers; e.g., if the Player places a wager on number 5 and the wheel stops on 2-2-5-5-5, the Payoff Odds are 3 to 1. If it stops at 5-5-5-5-5, the Payoff Odds are 5 to 1.
- (3) The Odds for the Diamond, Star or Eagle shall be displayed on the layout.

(C) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

VII. BIG SIX.

(A) Equipment.

A wheel of variable size. Around the rim of the wheel's surface are sections, each of which shows one side of three dice bearing different combinations of the numbers 1 through 6. The wheel has a corresponding layout.

(B) The Play.

- (1) A Player places a wager on one or more numbers on the layout and the Dealer spins the wheel. When the wheel stops, the section in which the indicator arm rests is the winning combination.
- (2) If the player places a wager on the number 1 and the wheel stops at 1-2-3, the Payoff Odds are 1 to 1 since the number 1 showed only once. If the wheel stops at 1-1-2, the Payoff Odds are 2 to 1 since the number 1 showed twice. This holds true for all the numbers; e.g., if the Player places his wager on number 5 and the wheel stops on 4-5-6, the Payoff Odds are 1 to 1. If it stops at 5-5-5, the Payoff Odds are 3 to 1.

(C) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

VIII. BLACKJACK.

(A) Equipment.

- (1) A Blackjack table with up to seven betting spaces on its layout.
- (2) One to eight decks of 52 cards each, shuffled together and used as one.
- (3) one or two solid-colored cutting cards and a dealing shoe.

(B) Dealer. The Dealer is the person who deals the cards and controls the bank. He or she never surrenders the deal or the bank.

(C) Number of Players.

Up to seven Players, each of whom may wager on several hands depending on the betting spaces available.

(D) Value of Cards.

- (1) Aces count either 1 or 11 at the discretion of the Player.
- (2) Kings, Queens and Jacks each have a count of 10.
- (3) All other cards are counted at their face value.

(E) The Object of the Game.

A Player tries to obtain a higher total card count than the Dealer by reaching 21 or as close to 21 as possible without exceeding that count. If the Player's total count exceeds 21, he or she has "busted." The Player has lost his or her wager, and the Dealer must take the Player's wager. The Player, at his or her discretion, may stand or draw one or more cards in an attempt to better the count in accordance with the rules as provided in this Section.

(F) Betting.

Before the deal begins, each Player must place his or her wager in the betting space directly before him or her in full view of the Dealer. When a Player plays more than one hand at a time, he or she must play the hand farthest to his or her right to completion before being permitted to play the next hand or hands. The Dealer may check the Player's wager to see if its within specified limits.

(G) The Deal.

After a stack of cards is placed into the dealing shoe for commencement of play, the Dealer removes the first card from the dealing shoe and discards it by placing it in the discard rack face-down without showing its face value. This card and other discarded cards are not to be used again until a new shuffle. This procedure, known as "burning" a card or a "burnt" card, is also followed when a new Dealer enters the game. All cards used to make a hand are discarded in the same manner and the Player may request that the "burned" card be viewed face-up. After the first dealt card has been "burnt", the Dealer, starting with the Player on his or her extreme left, begins dealing clockwise giving one card face-up to each Player and one face-up to himself or herself. He or she next deals each Player, starting with the Player on his or her extreme left, a second face-up card and one face-down to himself or herself.

(H) The Play.

The Tribe shall have three options in the event of ties between the Dealer and the Player(s):

Option One allows the Tribe to honor a "push" or standoff in the case of all ties;

Option Two allows the Tribe to honor a "push" or standoff when the Dealer and Players have a Natural 21 only and the Tribe wins all other ties; and

Option Three allows the Tribe to win all ties between the Dealer and the Player(s).

The selection of the option shall be set forth on a sign conspicuously posted at the gaming table.

- (1) If the Dealer's face-up card is a 10-count or an Ace, he or she must look at his or her facedown (hole) card. If the Dealer has a Natural 21 (a count of 21 with two cards), he or she may face it and announce, "Twenty-one" or "Blackjack." If the Tribe has exercised Option Three that all ties shall constitute wins for the Tribe, the Dealer then wins and collects all wagers, including wagers from Players having a Natural 21. If the Tribe has exercised either Option one or Option Two, the Dealer declares all ties to be "pushes" and no action is taken on these hands. The Dealer wins and collects the wagers from Players not having a Natural 21.
- (2) When the Dealer does not hold a Natural 21, the Player at his or her extreme left plays first. If the Player holds a Natural 21, the Dealer announces it and faces the Player's cards so that he or she can verify the count. If the Tribe has exercised

option Two or option Three, the Dealer pays off the winning Natural 21 at 2-to-1 odds. If the Tribe has exercised the option that all ties are "pushes", (standoffs), then the Dealer pays off the winning Natural 21 wagers at 3-to-2 odds. The Dealer then, "burns" the two played-out cards.

- (3) If the Player's two cards total less than 21, he or she may elect:
 - (i) to stay if the Player is satisfied with the total count of his or her two cards; or
 - (ii) to signal for an additional card if he or she is not satisfied with the total count. The Player can continue to signal for cards until he or she is satisfied with the total count of his or her cards. If the Player draws a card which puts him or her over 21, the Dealer must announce a "bust." The Dealer takes the Player's wager and cards and "burns" the cards in the discard rack. The play moves to the Player's left clockwise around the table, until all Players have played out their hands.

(I) The Dealer's Turn at Play.

If all Players have "busted", the Dealer merely places his or her own cards in the discard rack and deals a new hand. If any Player or Players are left, the Dealer plays his or her hand as follows:

- (1) The Dealer turns up his hole card so that all the cards are exposed.
- (2) If the Dealer's count is 17, 18, 19 or 20, he or she must stay.
- (3) If the Dealer's count is 16 or less, he or she must draw a card and continue to draw until his or her count reaches 17 or more, at which point he or she must stay. If the Dealer holds a "soft" 17, i.e. , a 17-count which includes an Ace, he or she must also stay. This also applies to a soft 18, 19 or 20. The Dealer stays on 17 and must draw on a count of 16 or less.
- (4) If a Dealer errs and deals a Player a card which the Player did not call for, and the card is refused by the Player, the card is considered a "live" card. The Dealer is to offer cards drawn in error to other Players in order, starting with the Player where the error occurred. If the card is refused by all the Players and the Dealer is not required to draw an additional card, the card will be burned.

(J) Payoffs.

- (1) At the end of his or her play, the Dealer starts with the first active Player on his or her extreme right and moves around the table counter-clockwise, paying off Players who have a higher card count than the Dealer's with an amount equal to the wager they placed and collecting the Players' wagers showing a lesser card count. If the Dealer's count exceeds 21, he or she pays off each surviving Player an amount equal to the Player's wager. If the Player and Dealer have the same count, the Dealer either wins and collects the wager or declares a "push" (standoff), depending upon the option exercised by the Tribe.
- (2) Notwithstanding any of the other provisions of this section, the Gaming Operation may, at its discretion, offer one or more of the following payoff Odds for winning wagers:
 - (i) three cards consisting of the 6, 7, and 8 of the same suit paying at Odds of 2 to 1;
 - (ii) three cards consisting of three 7's of any suit paying at Odds of 3 to 2;
 - (iii) a single Blackjack combination consisting of a specific Ace and face card designated in advance by the Gaming Operation and paying at Odds of 2 to 1; or
 - (iv) five cards totalling 21 paying at Odds of 2 to 1.

(K) Splitting Pairs.

- (1) Any two cards that are identical as to number value may be treated as a pair. Also, any two cards each having a value of 10 may be treated as pairs, such as a Ten and Jack, Jack and Queen, or Queen and King.
- (2) A Player who receives two cards forming a pair or considered to be a pair on the initial round may, if the Player chooses, separate the two cards and treat each card as the first card dealt in two separate hands. This is called Splitting Pairs. When pairs are split, the Player's original wager is placed on one of these cards and an equal amount must be wagered on the other.
- (3) The Player is then dealt one face-up card on the face-up card on his or her right, and he or she must play this hand out. If, in drawing to the first face-up card, he or she forms a pair again, the Player may again Split Pairs, wagering an amount equal to his first card on this third hand.

The Tribe shall determine if the Player may continue to Split Pairs after the first split as long as the maximum number does not exceed three splits for a total of four hands.

- (4) When a Player splits a pair of Aces, he or she is only permitted to draw one card to each split Ace, giving him or her two cards per hand.
- (5) If a Picture Card or Ten or Ace is part of a split hand and the Player makes a two-card count of 21, it is not a Natural and the Player is paid off at even money.
- (6) A Player may be permitted to double down on split pairs.
- (7) If the Dealer obtains Blackjack after a Player splits pairs, the Tribe may permit the Dealer to collect only the amount of the original wager of such Player and not to collect the additional amount wagered in Splitting Pairs.

(L) The Double Down.

- (1) A Player, whose first two cards do not total 21, may elect to double his or her wager and draw one additional card only. This is known as a, "Double Down."
- (2) A Player, before calling "Double Down," must double his or her original wager. The Player is then dealt a third and final card on his or her two face-up cards. The Tribe may permit a Player to double down with an amount less than the amount of the Player's original wager.
- (3) If the Dealer obtains Blackjack after a Player Doubles Down, the Tribe may permit the Dealer to collect only the amount of the original wager of such Player and not to collect the additional amount wagered in Doubling Down.

(M) Insurance Bet.

When the Dealer's face-up card is an Ace, Players may make an Insurance Bet against the Dealer's possible Natural 21. The Dealer, before looking at his or her down card, inquires if any Player wants Insurance. A Player who desires Insurance places an additional wager in an amount equal to half his or her present wager on his or her own hand, except that a player may bet an amount in excess of half the initial wager to the next unit that can be wagered in chips, when, because of the limitations of the value of chip denominations, half the amount of the initial wager cannot be bet. When the Insurance wager is made, the Dealer looks at his or her down card. If it is a 10-count, the Dealer turns it face-up and

announces a "Blackjack." The Insurance wager is paid off at the rate of 2-to-1 for the amount of the Insurance Bet. If the Dealer's down card is not a 10-count card, the Player loses his or her Insurance wager.

(N) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

IX. CARD WHEEL.

(A) Equipment.

A wheel of variable size. Around the rim of the wheels surface are sections, each of which shows the faces of three playing cards bearing different combinations of the cards Nine through Ace. The wheel has a corresponding layout.

(B) The Play.

- (1) A Player places his or her wager on one or more betting spaces on the layout and the Dealer spins the wheel. When the wheel stops, the section in which the indicator arm rests is the winning combination.
- (2) If the Player places his or her wager on the Ace and the wheel stops at Nine-Ace-King, the payoff Odds are 1 to 1 since the Ace showed only once; if the wheel stops at Ace-Ace-Ten, the payoff odds are 2 to 1 since the Ace showed twice. This holds true for all the card faces, e.g., if the Player places his wager on the King and the wheel stops on King-Nine-Ace, the payoff Odds are 1 to 1. If it stops at King-King-King, the payoff Odds are 3 to 1.

(C) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

X. CHUCK-A-LUCK.

(A) Equipment.

- (1) A cage or chute.
- (2) Three dice.
- (3) A table layout bearing the numbers 1, 2, 3, 4, 5, and 6.

(B) The Play and Odds.

The dice are tumbled in the cage or chute. Players place their wagers on one or more of the layout numbers. After the dice come to rest, if a Player's number appears on one die the payoff Odds are 1 to 1; if his or her number appears on two dice, the payoff Odds are 2 to 1; and if all three bear his or her number, the payoff Odds are 3 to 1.

(C) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XI. COLOR WHEEL.

(A) Equipment.

A wheel of variable size. The rim of the wheel is divided into sections, each of which shows one Color. The wheel has a corresponding layout.

(B) The Play.

- (1) A Player places a wager on one or more Colors on the layout, and the Dealer spins the wheel. When the wheel stops, the section in which the indicator arm rests is the winning Color.
- (2) The payoff Odds shall be conspicuously displayed on the layout.

(C) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XII. CRAPS (DICE).

(A) Equipment.

- (1) A table with an upright rail running around the table's outside edges, forming a rectangular enclosure. The rail serves as a backboard, and also helps to prevent the rolling dice from falling off the table.
- (2) Two dice. The Dealer has at least five dice in front of him or her, from which the Shooter selects two dice to roll.

(B) Players.

- (1) Any number can play, provided there is room at the table.
- (2) The Player throwing the dice is the Shooter.

(C) The Play.

- (1) The dice are thrown and the two numbers, added together, that face upward when the dice come to rest is the deciding number.
- (2) The Shooter's first roll is a Come-out Roll.
- (3) If, on the Come-Out Roll, the Shooter throws a Natural (7 or 11), it is a winning decision called a Pass. If on the Come-out Roll the Shooter throws a Crap (2, 3 or 12), it is a losing decision called Craps. If the Shooter throws a 4, 5, 6, 8, 9 or 10, that number becomes the Shooter's Point and he or she continues throwing until either:
 - (i) he or she throws the Point again, which is a winning decision or Pass; or
 - (ii) he or she throws a 7, which is a losing decision or a Seven-out.
- (4) When the Shooter Sevens-Out on the Point, the dice pass to the next Player on his or her left, and it becomes that Player's turn to shoot the dice.
- (5) The Shooter may, if he or she likes, pass the dice to the next Player on completion of a roll, without waiting to Seven-out on the Point.
- (6) Any Player may, if he or she likes, refuse to shoot in his or her turn, and pass the dice to the next Player.
- (7) Players may call for a change of dice at any time; the change takes place immediately after the next

roll.

(D) Placing Bets on Layout.

(1) Pass Line. You're betting with the dice, and the payoff is even money. You win on a "Natural" 7 or 11 on the first roll, lose on "Craps" 2, 3 or 12 on the first roll. Any other Number on the first roll is the Shooter's Point. You win if the "Point" is thrown again, unless a 7 is thrown first, in which case you lose.

(i) Taking the Odds. Once a Shooter's Point has been established, Players with pass line bets may take odds in amounts up to five times their original wagers that the Shooter will make his point before a losing roll of Seven:

Shooter's Point	Payoff Odds
4 or 10.....	2 to 1
5 or 9.....	3 to 2
6 or 8.....	6 to 5

(2) Don't Pass Line. Same as above, except that you're betting against the dice and everything is reversed. You lose on a "Natural" 7 or 11 on the first roll, you win on a "Craps" 2 or 3. When a pair of sixes (12) is rolled, it's a Standoff (Bar) and nobody wins. You win if the Shooter rolls 7 before making his or her "Point". A Don't Pass Line wager may be removed or reduced during the play.

(i) Laying the Odds. Once a Shooter's Point has been established, Players with Don't Pass Bets may Lay the Odds in amounts up to five times their original wagers against the Shooter and win if a 7 is rolled before the Shooter's Point:

Shooter's Point	Payoff Odds
4 or 10.....	1 to 2
5 or 9.....	2 to 3
6 or 8.....	5 to 6

(3) Place Bets. Players may make Place Bets on the numbers 4, 5, 6, 8, 9 or 10 before any roll of the dice. Each Place Bet wins when its corresponding number is rolled before a losing roll of 7. Place Bets may be called "Off" by the Player prior to any roll and remain "Off" until called "On" by the Player prior to any roll:

Place Bet Number	Payoff Odds
4 or 10.....	9 to 5
5 or 9.....	7 to 5
6 or 8.....	7 to 6

(4) Come Bets. On layouts with appropriate betting spaces, players may make additional wagers after a Shooter's Point has been established. For Come Bets and Don't Come Bets only, the next roll of the dice will be considered the first (Come-out) roll. Come Bets win on a roll of 7 or 11 and lose on a roll of 2, 3, or 12. If any other number is rolled by the Shooter, this wager is removed from the Come Box by the Dealer and moved into the Point Box corresponding with the Shooter's designated roll, where it will remain until it wins when this designated Come Point is rolled again or loses on a roll of 7. Come Bets may not be removed by the Player once they have been moved into a Point Box.

(i) Taking the Odds on Come Bets. Once a Player's Come Bet has been moved into a Point Box by the Dealer, the Player may wager an amount up to five times his or her original Come Bet that this come Point will roll before a losing roll of 7:

<u>come Point</u>	<u>Payoff Odds</u>
4 or 10.....	2 to 1
5 or 9.....	3 to 2
6 or 8.....	6 to 5

(ii) The Odds Bet taken on the Come Bet may be removed prior to any roll.

(5) Don't Come Bets. Don't Come Bets win on a roll of 2 or 3, Standoff (Bar) on a pair of sixes (12) and lose on a 7 or 11. If any other number is rolled by the Shooter, the wager is removed from the Don't Come Box by the Dealer and moved into a designated space behind the Point Box corresponding with the Shooter's designated roll, where it will remain until it wins on a roll of 7 or loses if the designated Don't Come Point is rolled again. Don't Come Bets may be removed once they have been moved behind a numbered box.

(i) Laying the Odds on Don't Come Bets. Once a Player's Don't Come Bet has been moved behind a Point Box by the Dealer the Player may Lay the Odds in an amount up to five times his or her original wager that a 7 will roll before the designated Don't Come Point:

<u>Don't come Point</u>	<u>Payoff Odds</u>
4 or 10.....	1 to 2
5 or 9.....	2 to 3
6 or 8.....	5 to 6

- (ii) The Lay Odds Bet on the Don't Come Bet may be removed prior to any roll.
- (6) Field. The Player can bet on any one roll that one of the following numbers comes up: 2, 3, 4, 9, 10, 11 or 12. If it does, the Player receives even money (1 to 1). If 5, 6, 7 or 8 comes up, you lose. If the layout so indicates, the 2 and 12 pay 2 to 1 Odds.
- (7) Big Six or Eight. (optional) The Player wins even money (1 to 1) if 6 or 8 shows before a 7 is rolled.
- (8) Any Seven. The Player bets that the next roll is a 7, and collects 4 to 1.
- (9) Any Craps. The Player bets that the next roll is 2, 3 or 12, and collects 7 to 1.
- (10) Hardways. The Player wins if the exact combination bet shows up. On a Hard six (3-3) or Hard Eight (4-4) the Player receives 9 to 1; on a Hard Four (2-2) or Hard Ten (5-5) the Player gets 7 to 1. The Player loses if the same total number is rolled any other way except the Hardway or if a 7 comes up.
- (11) Craps Two. The Player bets that the next roll is a Craps Two (1-1) and collects 30 to 1.
- (12) Craps Three. The Player bets that the next roll is a Craps Three (1-2, 2-1) and collects 15 to 1.
- (13) Eleven. The Player bets that the next roll is Eleven (6-5, 5-6) and collects 15 to 1.
- (14) Craps Twelve. The Player bets that the next roll is Craps Twelve (6-6) and collects 30 to 1.
- (15) Combinations. At the discretion of the Tribe, different combinations of the above bets may be offered to players as additional wagers.
- (E) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XIII. THE FRUIT WHEEL.

(A) Equipment.

A wheel of variable size. Around the rim of the wheel's surface are sections, each of which shows three symbols bearing different combinations of six different types of Fruit or similar objects. The wheel has a corresponding layout.

(B) The Play.

- (1) A Player places the wager on one or more betting spaces on the layout and the Dealer spins the wheel. When the wheel stops, the section in which the indicator arm rests is the winning combination.

- (2) If the Player places the wager on the Lemon and the wheel stops at Lemon-Orange-Cherry, the payoff odds are 1 to 1 since the Lemon showed only once. If the wheel stops at Lemon Cherry-Lemon the payoff Odds are 2 to 1 since the Lemon showed twice. This holds true for all the types of symbols, e.g. ,if, the Player places his or her wager on the Apple and the wheel stops on Apple-Grape-Banana, the payoff Odds are 1 to 1 if it stops at Apple-Apple-Apple, the payoff Odds are 3 to 1.

(C) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XIV. HAZARD.

(A) Equipment.

- (1) A cage or chute.
- (2) Three dice.
- (3) A table layout with Bets and Odds.

(B) The Play.

The Players place their wagers on the layout. The Dealer then tumbles the dice in the cage or chute and when the dice comes to rest, the face-up numbers are the deciding Three Numbers.

(C) Bets and Odds.

- (1) Raffles. The Player wagers that any specific Three of a kind (Three Aces, Three Deuces, etc.) will appear on the dice. This wager is paid off at Odds of 180 to 1.
- (2) Any raffle. The Player wagers that any three of a kind will appear. This wager is paid off at Odds of 30 to 1.
- (3) Low Bet. The Player wagers that the total count on the dice will be 10 or below. The Player loses if Three of a Kind appear. The Odds on this wager are even or 1 to 1.
- (4) High Bet. The Player wagers that the total count on the dice will be 11 or more. The Player loses if Three of a Kind appear. The Odds on this wager are even or 1 to 1.
- (5) Odd or Even Bet. A wager that the total count on the dice will be an odd or even number. The odds on this wager are even or 1 to 1. The Player loses if Three of a Kind appear.
- (6) Numbers Bet. The Player wagers that he or she can pick the exact Winning Number of the total count of the three dice, numbers 4 through 17. The Odds on Numbers Bet are as follows: total count 4 pays 60 to 1; total count 5 pays 30 to 1; total count 6 pays 18 to 1; total count 7 pays 12 to 1; total count 8 pays 8 to 1; total count 9 pays 6 to 1; total count 10 pays 6 to 1; total count 11 pays 6 to 1; total count 12 pays 6 to 1; total count 13 pays 8 to 1; total count 14 pays 12 to 1; total count 15 pays 18 to 1; total count 16 pays 30 to 1; and total count 17 pays 60 to 1.

- (7) Chuck numbers. The Player wagers on the numbers 1 through 6. The Odds on this wager are even or 1 to 1 if it appears on one die, 2 to 1 if it shows on two dice, and 3 to 1 if it shows on three dice.

(D) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XV. HORSE RACE GAME.

(A) Equipment.

- (1) A horse race layout.
- (2) An electronic selection device.
- (3) An electronic dispensing device.

(B) Wagers.

(C)

Each race has five horses competing against each other. Players select two horses in a single race using a quinella form of betting.

A Player will win if the horses selected finish in the first two positions in either order (1-2 or 2-1). A Player may wager from one

(1) to twenty (20) units on any one (1) or more of the ten (10) possible winning combinations of horses. The maximum number of units that may be wagered by a Player on any one race is two hundred (200) units.

(C) Payout Odds.

Before each race starts, the electronic selection device selects at random the odds for each of the ten (10) possible quinella wagers. The selection device will ensure a total payout to the winning patrons of eighty percent (80%) or higher of all wagers. From one (1) to twenty (20) units may be wagered on any possible winning combination. Any Players having the winning combination are paid a total number of units computed by multiplying the number of units bet by the odds number appearing for the winning combination, e.g., 10 units wagered at 20:1 odds = 200 units won.

(D) The Play.

- (1) This device is a horse race game with five (5) running horses. To win, Players forecast the first and second horses, disregarding their finish order. The horses are numbered from inside the track to outside as 1, 2, 3, 4 and 5. Players can select from ten (10) possible winning combinations.
- (2) The race track has an infield in the center and has ten Player stations positioned around the outside of the track where a player may wager on a race. Each Player station contains an electronic dispensing device which will accept Player wagers and issue a paper receipt or ticket before each race begins. To increase Player participation levels, additional Player stations may be placed near the horse race game to permit other Players to wager on a particular race. These additional stations also will contain an electronic dispensing device which will accept Player wagers and issue a

paper receipt or ticket before each race begins.

- (3) Each race involves five horses racing around the track. There are ten possible winning quinella combinations. On the interior walls surrounding the track will be found the ten possible winning combinations along with a digital display providing the odds for each combination.
- (4) Players place their wagers into the electronic dispensing device and receive a paper receipt or ticket denoting their wager amount and payout odds.
- (5) The races progress automatically in pre-established time sequences regardless of whether any wagers are made by the Players or not. Since the game operates continuously, Players do not activate a race from any of the Player stations.
- (6) As soon as the "Bet Now" description on the game panel is displayed, Players are free to bet from one (1) to twenty (20) units on any one or more combinations of up to ten (10) quinella combinations of horses. Every press of the bet button bets one unit up to a maximum of twenty (20) units on each combination.
- (7) Once wagers are permitted to be made for a particular race, the electronic selection device begins an automatic time start which displays "Time Left to Bet" and runs for a predetermined time period which does not exceed two (2) minutes. Players may enter wagers while the "Time Left to Bet" sign is lit. All units accepted are confirmed by the issuance of a paper receipt or ticket before the race begins. Each electronic dispensing device will accept a maximum of two hundred (200) units; wagers entered after the 200th unit are not accepted.
- (8) When the "Bet Now" display turns off, the electronic dispensing device at each Player station automatically stops accepting any more bets. When the timer sign which shows "Time Left to Bet" shows "O", the gates open and the race starts. It is impossible for a Player to make a bet after the race starts or to extend or alter the time of the game or the intervals between races.
- (9) All horses stop after crossing the finish line at which time the first and second finishers are decided and displayed by blinking the winning horse combination on the display board.
- (10) Any Players having the winning combination will redeem their winning ticket with a cashier or attendant. The maximum payout is four thousand (4,000) units.

(E) Minimum wagers and Maximum Wagers.

The Tribe shall determine the minimum wagers and maximum wagers for each game. The amounts of the minimum wagers and maximum wagers shall be conspicuously posted.

XVI. HORSE RACE WHEEL.

(A) Equipment.

(B)

A wheel of variable size. The surface of the wheel is divided into sections and each section has a number corresponding to a pictorial horse or name of horse. The rim of each numbered section is divided into smaller numbered sections, which indicate the Odds at which the winner is to be paid. The wheel has a corresponding layout.

(B) The Play.

A Player places his or her wager on one or more numbers on the layout and the Dealer spins the wheel. When the wheel stops, the section in which the indicator arm rests indicates the Winning Number and the Odds to be paid.

(C) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XVII. JOKER SEVEN

(A) Egquipment.

- (1) A table with a Joker Seven betting layout.
- (2) One deck or 52 cards and 2 jokers.

(B) Players.

Any number of Players who can fit around the table.

(C) The Play.

The cards are thoroughly shuffled and cut by the Dealer. Wagers are placed on the betting squares which represent the various combinations which can arise from any random hand of seven cards. Seven cards are dealt face up from the top of the deck and the Winning Combinations are called by the Dealer. The Dealer collects the losing wagers and pays the winning wagers. All Cards Are shuffled and cut by the Dealer after each hand.

(D) Color Bets.	Odds
4 or more red or 4 or more black cards	1 to 1
4 red cards or 4 black cards (exact)	2 to 1
5 red cards or 5 black cards (exact)	5 to 1
6 red cards or 6 black cards (exact)	15 to 1
7 red cards or 7 black cards (exact)	25 to 1

(E) Other Bets.	Odds
No pairs or two pairs	3 to 1
1 Joker	3 to 1
2 Jokers	20 to 1
Any specific pair-Aces to Kings	9 to 1
Prial (Three of a Kind)	12 to 1

- (1) When a Prial is dealt, the pair within the Prial is paid at 9 to 1. Two Jokers are considered one pair. Two Jokers and another pair are considered two pairs. The Joker has no color value. A Joker Bet loses if two Jokers are dealt.
- (2) When Four of a Kind is dealt, a Wager on one pair is paid at 9 to 1 once, a Wager on two pairs is paid at 3 to 1 once, and a Wager on a Prial is paid at 12 to 1.

(F) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XVIII. KENO.

(A) Equipment.

- (1) A Keno Board and light control panel.
- (2) An electronic selection device.
- (3) Keno tickets.

(B) The Play.

- (1) Each Player selects up to 25 numbers on a specially-designed blank Keno ticket containing the printed numbers 1 through 80. For games like "Quick Pick", the Player may request that the number selection be made randomly by the electronic selection device.
- (2) After the Player completes his or her number selection, the Player's Keno ticket is presented to a Keno employee who will either manually or automatically (using a machine reader) enter the numbers selected, the amount wagered, and the total numbers played into the electronic selection device. The Player will receive a ticket generated by the computer system which will serve as confirmation of his or her wager.
- (3) Once all tickets for a Keno game have been issued, the game will be Closed and a corresponding message will be displayed on the Keno Board. Computer controls will prevent a ticket from being written or voided at the control station after a game has been Closed and the number selection process has begun.
- (4) The electronic selection device, which can include a computer or an electrically-operated blower machine, then randomly selects up to 25 numbers from the same pool of 80 numbers used by the Player. The electronic selection device can be operated only by the Gaming Operation and not activated by any Player or Players.
- (5) Winning tickets are determined by the correct matching of the numbers selected by players with the numbers randomly selected by the electronic selection device. Winning tickets will be verified prior to payoff by the appropriate Keno employee.

- (C) Payoffs and Prizes.
The holders of winning tickets may receive cash, prizes redeemable for cash, or merchandise.

- (D) Payoff Odds.
Payoff Odds shall be determined by the Tribe, although a minimum of forty-five percent (45%) of the total gross sales will be returned as prizes to participating Players.

- (E) Minimum Wagers and Maximum Wagers.
The Tribe shall determine the Minimum Wagers and Maximum Wagers at each game. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each game.

XIX. MERCHANDISE WHEELS.

- (A) Equipment.
A wheel or wheels of variable size that have Numbers, Symbols or Colors used to designate the winning wager and, where applicable, the type of merchandise to be awarded. The wheel has a corresponding layout.
- (B) Winning Wagers.
Only merchandise shall be awarded as prizes.
- (C) Control Sheet.
Each merchandise wheel shall have an inventory control sheet which shall indicate the cost to the Tribe of each item of merchandise awarded at the wheel.
- (D) Minimum Wagers and Maximum Wagers.
The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XX. MINI-BACCARAT.

(A) Equipment.

- (1) A table with a Mini-Baccarat layout.
- (2) At least six decks of cards with backs of the same color and design and two solid-colored cutting cards.
- (3) A dealing shoe.

(B) Value of cards.

- (1) The "Value" of the cards in each deck will be as follows:
 - (i) any card from 2 to 9 will have its face value;
 - (ii) any Ten, Jack, Queen or King will have a value of zero; and
 - (iii) any Ace will have a value of one.

- (2) The "Point Count" of a hand will be a single digit number from 0 to 9 inclusive and will be determined by totaling the value of the cards in the hand. If the total of the cards in a hand is a two-digit number, the left digit of such number will be discarded as having no value and the right digit will constitute the Point Count of the hand. Examples of this rule are as follows:

- (i) a hand composed of an Ace, a 2 and a 4 has a Point Count of 7; and
- (ii) a hand composed of an Ace, a 2 and a 9 has a total of 12 but only a Point Count of 2 since the digit 1 in the number 12 is discarded.

(C) Types of Wagers.

- (1) The following wagers will be permitted to be made by a Player(s) at the game of Mini-Baccarat:
 - (i) a wager on the "Banker's Hand" which will:
 1. win if the "Banker's Hand" has a Point Count higher than that of the "Player's Hand";
 2. lose if the "Banker's Hand" has a Point Count lower than that of the "Player's Hand"; and
 3. be void if the Point Counts of the "Banker's Hand" and the "Player's Hand"

are equal.

(ii) a wager on the "Player's Hand" which will:

1. win if the "Player's Hand" has Point Count higher than that of the "Banker's Hand";
2. lose if the "Player's Hand" has a Point Count lower than that of the "Banker's Hand"; and be void if the Point Counts of the "Banker's Hand" and the "Players Hand" are equal.
- 3.

(iii) a wager called a "Tie Bet" which will win if the Point Counts of the "Banker's Hand" and the "Player's Hand" are equal and will lose if such Point Counts are not equal.

(2) Unless otherwise approved by the Tribe, the Gaming Operation will not accept any wagers at the game of Mini-Baccarat other than those specified in paragraph (1) of this section.

(3) All wagers at Mini-Baccarat will be made by placing gaming chips or plaques on the appropriate areas of the Mini-Baccarat layout except that verbal wagers accompanied by cash may be accepted provided they are confirmed by the Dealer and Gaming Facility supervisor at the table, and such cash is expeditiously converted into gaming chips or plaques.

(4) No wager at Mini-Baccarat will be made, increased or withdrawn after the Dealer has announced "No More Bets".

(5) Once the first card of any hand has been removed from the shoe by the Dealer, no Player(s) will handle, remove or alter any wagers that have been made until a decision has been rendered and implemented with respect to that wager.

(D) Payoffs.

(1) A winning wager made on the "Player's Hand" will be paid off by the Gaming Operation at Odds of 1 to 1.

(2) A winning wager made on the "Banker's Hand" will be paid off by the Gaming Operation at Odds of 1 to 1, except that the Gaming Operation will extract a charge (to be known as a "Commission" or "Vigorish") on the amount won at four percent (4%) or five percent (5%) of such amount. Wagers will be accepted in \$5 increments only and therefore the Vigorish will increase in \$.20 increments if the

Vigorish is 4% or in \$.25 increments if the Vigorish is 5%. The Gaming Operation may collect the Vigorish from a Player(s) at the time the winning payoff is made or may defer it to a later time provided, however, that all outstanding Vigorish will be collected prior to reshuffling the cards in a shoe and in no event will the collection of any Vigorish be deferred beyond such point. The amount of any Vigorish not collected at the time of the winning payoff will be evidenced by the placing of coins or lammers containing the amount of Vigorish owed in a rectangular space in front of the Dealer on the layout imprinted with the number of the Player(s) owing such Vigorish.

- (i) the Gaming Operation will notify the appropriate personnel in writing twenty-four (24) hours in advance of any change in the Vigorish percentage (four or five percent).
- (ii) the Gaming Operation will conspicuously post at the Mini-Baccarat table(s) the Vigorish percentage in effect (four or five percent).
- (iii) when 4% Vigorish is in effect the Gaming Operation will utilize \$.20 denomination lammers and \$.25 denomination lammers when 5% Vigorish is in effect.
- (iv) Vigorish percentage will be the same for all Mini-Baccarat tables at all times. Any change to the Vigorish percentage will be done uniformly for all Mini-Baccarat tables throughout the Gaming Operation; Vigorish may differ, however, between Mini-Baccarat and Baccarat.

- (3) A winning Tie Bet will be paid off by the Gaming Operation at Odds of at least 8 to 1.

(E) The Shuffle.

- (1) After receiving the six or more decks of cards at the table, the Dealer calling the game will sort and inspect the cards and the Floorperson at the table will verify the inspection.
- (2) Following the inspection of the cards by the Dealer and the verification by the Floorperson at the table, the cards will be spread out face upwards on the table for visual inspection by the first Player(s) to arrive at the table. The cards will be spread out in horizontal rows by deck according to suit and in sequence within the suit.
- (3) After the first Player(s) are afforded an opportunity to visually inspect the cards, the cards will be turned face downward on the table,

mixed thoroughly by a "washing" or "chemmy shuffle" of the cards and stacked.

- (4) Immediately prior to the commencement of play and after each shoe is completed, the Dealer will shuffle the cards so that they are randomly intermixed.
- (5) After the cards have been reshuffled, the Gaming Operation may choose to have the Dealer lace approximately one deck of cards so that they are evenly dispersed into the remaining stack. The Dealer will then offer the stack of cards, with backs facing away from him or her, to the Player to be cut. The Dealer will begin with the Player seated in the highest number position at the table and, working clockwise around the table, will offer the stack to each Player until a Player accepts the cut. In the event the Player seated in the highest number position does not cut the cards, the Player in the next clockwise position will have the option to cut. If no Player accepts the cut, the Dealer may cut the cards.
- (6) The cards will be cut by placing the cutting card in the stack at least 10 cards in from either end.
- (7) Once the cutting card has been inserted into the stack, the Dealer will take all cards in back of the cutting card and place them to the front of the stack. The Dealer will then insert one cutting card in a position at least 14 cards in from the back of the stack. The stack of cards will then be inserted into the dealing shoe for commencement of play. Prior to the commencement of play, the Dealer will remove the first card from the shoe and place it, and an additional amount of cards equal to the amount on the first card drawn, in the discard rack after all cards have been shown to the Player(s). For purposes of this paragraph, face cards and Tens count as 10; Aces count as 1.

(F) The Play.

- (1) There will be two hands dealt in the game of Mini-Baccarat one of which will be designated the "Player's Hand" and the other designated the "Banker's Hand".
- (2) At the commencement of each round of play, the Dealer calling the game will announce "No More Bets".
- (3) The Dealer will deal four (4) cards from the shoe face down. The first and third cards dealt will be placed face down in the area on the layout designated for the "Player's Hand". The second and fourth cards dealt will be placed face down under

the right front corner of the dealing shoe until the "Player's Hand" is called, at which time the second and fourth cards shall be placed face up in the area on the layout designated for the "Banker's Hand".

- (4) After the cards are dealt to each hand, the Dealer will turn the "Player's Hand" face upwards and announce the Point Count of the "Player's Hand". The Dealer will then turn the "Banker's Hand" face upwards and announce the Point Count of the "Banker's Hand".
- (5) Following the announcement of the Point Counts of each hand, the Dealer will determine whether to deal a third card to each hand.
- (6) Any third card required to be dealt will first be dealt face upwards to the "Player's Hand" and then to the "Banker's Hand" by the Dealer.
- (7) In no event will more than one additional card be dealt to either hand.
- (8) Whenever the cutting card appears during play, the cutting card will be removed and placed to the side and the hand will be completed. Upon completion of that hand, the Dealer calling the game will announce "Last Hand". At the completion of one more hand, no more cards will be dealt until the reshuffle occurs.
- (9) If the Point Count of either the "Player's Hand" or the "Banker's Hand" after the initial two cards are dealt to each is an 8 or 9 (which will be called a "Natural"), no more cards will be dealt to either hand.
- (10) If the Point Count of the "Banker's Hand" on the first two cards is 0 to 7 inclusive, the "Player's Hand" will draw (that is, take a third card) or stay (that is, not take a third card) in accordance with the requirements of Table 1 below.

Table 1

THIRD CARD DETERMINATION FOR PLAYER 'S HAND

<u>Player Having</u>	<u>Third Card Determination</u>
0 to 5.....	Draws
6 to 9.....	Stays

(11) The "Banker's Hand" shall draw (that is, take a third card) or stay (that is, not take a third card) in accordance with the requirements of Table 2 below:

TABLE 2

THIRD CARDDETERMINATION FOR BANKER 'S HAND

Third Card Drawn By Player's Hand

	No Third Card Drawn	0 1 2 3 4 5 6 7 8 9
	0	
Point Count of Banker's Hand	1	Banker's Hand Draws
	2	
	3	D D D D D D D D S D
	4	S S D D D D D D S S
	5	S S S S D D D D S S
	6	S S S S S S D D S S
	7	
	8	Banker's Hand Stays
	9	

- (12) The first vertical column in Table 2 labeled "Point count of Banker's Hand" will refer to the Point Count of the "Banker's Hand" after the first two cards have been dealt to it.
- (13) The first horizontal column at the top of Table 2 labeled "Third Card Drawn by Player's Hand" will refer to the value of the third card drawn by the "Player's Hand" as distinguished from the Point Count of the "Player's Hand".
- (14) The letter "D" used in Table 2 will mean that the "Banker's Hand" must draw a third card and the letter "S" used in Table 2 will mean that the "Banker's Hand" must stay (that is not draw a third card).
- (15) The method of using Table 2 will be to find the Point Count of the "Banker's Hand" in the first vertical column and trace that horizontally across the table until it intersects the third card drawn by the "Player's Hand". The box at which such intersection takes place will show whether the "Banker's Hand" will draw a third card or stay.

For example, if the Point Count of the "Banker's Hand" after two cards is 5 and the value of the third card drawn by the "Player's Hand" is 4, the table shows that the "Banker's Hand" will draw a third card.

- (16) After each hand has received all the cards it is entitled to by these procedures, the Dealer will announce the final Point Count of each hand indicating which hand has won the round. If the two hands have equal Point Counts, the Dealer will announce "Tie Hand".
- (17) After the result of the round is announced, the Dealer responsible for the wagers on the table shall collect all losing wagers, either collect or mark up any Vigorish owed in accordance with these procedures, and pay all winning wagers.
- (18) No Player(s) or Spectator will handle, remove or alter any cards used to game at Mini-Baccarat and no Dealer or other Gaming Operation employee will permit a Player(s) or Spectator to engage in such activity.

(G) Irregularities.

- (1) A third card dealt to the "Player's Hand", when no third card is authorized under these procedures, will become the third card of the "Banker's Hand" if the "Banker's Hand" is obliged to draw by Table 2. If, in such circumstances, the "Banker's Hand" is required to stay, the card dealt in error will become the first card of the next hand unless it has been disclosed. In such case, the disclosed card and an additional number or cards equal to the amount on this card will be drawn face upwards from the shoe and placed in the discard rack.
- (2) A card drawn in error from the shoe, if not disclosed, will be used as the first card of the next hand of play. If the card has been disclosed, a burn card procedure as described in paragraph (1) above, will be implemented.
- (3) All cards found face upwards in the shoe will not be used in the game and will be placed in the discard rack, along with an additional amount of cards drawn face upwards, which agrees with the number on the card found face upwards in the shoe.
- (4) If there are insufficient cards remaining in the shoe to complete a round of play, that round will be void and a new round will commence after the entire set of cards are reshuffled and placed in the shoe.

(H) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XXI. MONEY WHEEL.

(A) Equipment.

A wheel of variable size. Around the rim of the wheel's surface are sections. In some of these sections are new American green-backs or their facsimile in denominations of \$1, \$2, \$5, \$10, and/or \$20. Other sections display a picture of the American Flag and a Joker. The wheel has a corresponding layout.

(B) The Play.

- (1) A Player places a wager on one or more Numbers, Flag or Joker on the layout and the Dealer spins the wheel. When the wheel stops, the section in which the indicator arm rests is the winning Number or Symbol.
- (2) The number on the bills indicates the Payoff Odds to the Players. If the wheel stops on the \$1 bill, the Payoff Odds are 1 to 1. A winning wager on the \$2 bill is paid off at 2 to 1, on the \$5 at 5 to 1, on the \$10 at 10 to 1, on the \$20 at 20 to 1. The Payoff Odds on the Flag and Joker, ranging from 25 to 1 through 40 to 1, shall be conspicuously displayed on the layout.

(C) Minimum wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XXII. PAI GOW POKER

(A) Definitions.

The following words and terms, when used in this submission, will have the following meanings unless the context clearly indicates otherwise:

- (1) "Copy Hand" will mean either a two card hand or a five card hand of a player which is identical in rank to the corresponding two card hand or five card hand of the Dealer.
- (2) "Dealer" will mean the person who deals the cards and controls the bank. He or she never surrenders the deal or the bank.
- (3) "High Hand" will mean the five card hand which is formed from the seven cards dealt at a game of Pai Gow, Poker so as to rank equal to or higher than the two card low hand.
- (4) "Rank" or "Ranking" will mean the relative position of a card or group of cards.
- (5) "Second Highest" will mean the Low Hand which is the two card hand formed from the seven cards dealt at the game of Pai Gow Poker so as to rank lower than the five card high hand.
- (6) "Set or setting the Hands" will mean the process of forming a high hand and low hand from the seven cards dealt.
- (7) "Suit" will mean one of the four categories of cards, i.e., Diamond, Spade, Club or Heart.

(B) Equipment.

- (1) A table with a Pai Gow Poker layout.
- (2) One deck of cards with backs of the same color and design, one joker, and two solid-colored cutting cards.
- (3) Three dice and a Pai Gow Poker shaker.
- (4) A dealing shoe.

(C) Value of Cards.

- (1) The rank of the cards used in Pai Gow Poker, in order of highest to lowest rank, will be: Ace, King, Queen, Jack, Ten, Nine, Eight, Seven, Six, Five, Four, Three, and Two. Notwithstanding the foregoing, an Ace may be used to complete a

"Straight Flush" or a Straight" formed with a 2, 3, 4 and 5. Except as otherwise provided in paragraph (3) below, the Joker will be used and ranked as an Ace.

- (2) The permissible poker hands at the game of Pai Gow Poker, in order of highest to lowest rank, will be:
- (i) "Five Aces" is a high hand consisting of four Aces and a Joker;
 - (ii) "Royal Flush" is a high hand consisting of an Ace, King, Queen, Jack and Ten of the same suit;
 - (iii) "Straight Flush" is a high hand consisting of five cards of the same suit in consecutive ranking, with an Ace, 2, 3, 4, and 5 being the highest ranking straight Flush, and 6, 5, 4, 3, and 2 being the lowest ranking Straight Flush;
 - (iv) "Four-of-a-Kind" is a high hand consisting of four cards of the same rank regardless of suit, with four Aces being the highest ranking Four-of-a-Kind and four Twos being the lowest ranking Four-of-a-Kind;
 - (v) "Full House" is a high hand consisting of a "Three-of-a-Kind" and a "Pair," with three Aces and two Kings being the highest ranking Full House and three Two's and two Three's being the lowest ranking Full House;
 - (vi) "Flush" is a high hand consisting of five cards of the same suit. When comparing two Flushes the provisions of paragraph (4) below shall be applied;
 - (vii) "Straight" is a high hand consisting of five cards of consecutive rank, regardless of suit, with an Ace, King, Queen, Jack and Ten being the highest ranking Straight; an Ace, 2, 3, 4 and 5 being the second highest ranking straight; and a 6, 5, 4, 3 and 2 being the lowest ranking Straight;
 - (viii) "Three-of-a-Kind" is a high hand containing three cards of the same rank regardless of suit, with three Aces being the highest ranking Three-of-a-Kind and three Two's being the lowest ranking Three-of-a-Kind;
 - (ix) "Two Pairs" is a high hand containing Two "Pairs," with two Aces and two Kings being the highest ranking Two Pair hand and two Three's and two Two's being the lowest ranking Two Pair hand; and

- (x) "Pair" is either a high hand or a low hand consisting of two cards of the same rank, regardless of suit, with two Aces being the highest ranking Pair and two Two's being the lowest ranking Pair.
- (3) For purposes of setting a hand, a Joker can be used only as an Ace, or to complete a "Straight," a "Flush," a "Royal Flush," or a "Straight Flush."
- (4) When comparing two High Hands or two Low Hands which are of identical Poker Hand rank pursuant to the provisions of this section, or which contain none of the Poker Hands authorized herein, the Hand which contains the highest ranking card as provided in paragraph (1) hereof which is not contained in the other Hand will be considered the higher ranking card. If the two Hands are of identical rank after the application of this subsection, the Hands will be considered a Copy Hand.

(D) The Shuffle.

- (1) After receiving one deck of cards at the table, the Dealer will sort and inspect the cards and the Floorperson at the table will verify the inspection. If the deck of cards used by the Gaming Operation contains two Jokers, the Dealer and a Gaming Facility Supervisor will ensure that only one Joker is utilized.
- (2) Following the inspection of the cards by the Dealer and the verification by the Floorperson at the table, the cards will be spread out face up on the table for visual inspection by the first Player(s) to arrive at the table. The cards shall be spread out according to suit and in sequence and will include one Joker.
- (3) After the first Player is afforded an opportunity to visually inspect the cards, the cards will be turned face down on the table, mixed thoroughly by a "washing" or "chemmy shuffle" of the cards and stacked.
- (4) All cards opened for use on a Pai Gow Poker table will be changed approximately every eight hours while the game is in action.
- (5) Immediately prior to commencement of play and after each round of play has been completed, the Dealer will shuffle the cards so that they are randomly intermixed.
- (6) After the cards have been shuffled, the Dealer will offer the stack of cards to be cut, with the backs face up to the Player at the farthest position to

the right of the Dealer. If the game is just beginning, the Dealer will offer the stack of cards to be cut to the first Player to the table. If no Player accepts the cut, the Dealer will cut the cards.

- (7) The Player or Dealer making the cut will place the cutting card in the stack at least 10 cards from either end. Once the cutting card has been inserted, the Dealer will take all the cards, including the cutting card, and place them on the bottom of the stack. The Gaming Operation may, at its discretion, use a second cutting card to be inserted in a position exactly four cards in from the back of the stack in order to assist in verifying the number of cards dealt to each Player. The cards will then be inserted into the dealing shoe for commencement of play.
- (8) If there is no gaming activity at the Pai Gow Poker table, the cards will be removed from the dealing shoe and spread out on the table face up. After the first Player is afforded an opportunity to visually inspect the cards, the shuffling procedure will be completed.

(E) Wagers.

- (1) All wagers at Pai Gow Poker will be made by placing gaming chips or plaques on the appropriate betting area of the Pai Gow Poker layout.
- (2) Only Players who are seated at the Pai Gow Poker table may place a wager at the game. Once a Player has placed a wager and received cards, that Player must remain seated until completion of the round of play.
- (3) All wagers at Pai Gow Poker will be placed prior to the Dealer announcing "No More Bets." No wager at Pai Gow Poker shall be made, increased or withdrawn after the Dealer has announced "No More Bets."
- (4) The Gaming Operation may, in its discretion, permit a Player to wager on no more than two betting areas at a Pai Gow Poker table, which areas must be adjacent to each other.
- (5) If the Gaming Operation permits a Player to wager on two adjacent betting areas, the cards dealt to each betting area will be played separately. If two wagers are not equal, the Player will be required to rank and set the Hand with the larger wager before ranking and setting the other Hand. If the amounts wagered are equal, each Hand will be played separately in a counterclockwise rotation with the first Hand being ranked and set before the Player proceeds to rank and set the second Hand.

Once the Hand has been ranked and set and placed face down on the appropriate area of the layout, the Hand may not be changed.

(F) The Play.

- (1) Once the Dealer has completed shuffling the cards and the cards have been placed in the shoe, the Dealer will announce "No More Bets" prior to shaking the Pai Gow Poker Shaker. The Dealer will then shake the Pai Gow Poker Shaker at least three times so as to cause a random mixture of the dice.
- (2) The Dealer will then remove the lid covering the Pai Gow Poker Shaker, total the dice and announce the total. The total of the dice will determine which Player receives the first card.
- (3) To determine the starting position for dealing the cards, the Dealer will count counter-clockwise around the table, with the position of the Dealer considered number one and continuing around the table with each betting position counted in order, regardless of whether there is a wager at the position, until the count matches the total of the three dice. Examples are as follows:
 - (i) if the dice total a, the Dealer would receive the first card;
or
 - (ii) if the dice total 14, the sixth wagering position would receive the first card.
- (4) Nothing in this section shall preclude the Gaming Operation from using an additional cutting card to designate the first position to which cards will be dealt.
- (5) Each card will be removed from the dealing shoe with the left hand of the Dealer, and placed face down on the appropriate area of the layout with the right hand of the Dealer. The Dealer will deal the first card to the starting position as determined in paragraph (3) above and, moving clockwise around the table, deal all other positions including the Dealer a card, regardless of whether there is a wager at the position. The Dealer will then return to the starting position and deal a second card in a clockwise rotation and will continue dealing until each position including the Dealer has seven cards.
- (6) After seven cards have been dealt to each position and the Dealer, the Dealer will remove the remaining cards from the shoe and determine that exactly four cards are left. The four cards will not be exposed to anyone at the table and will be placed in the discard rack. If more or less than

four cards remain, the Dealer will determine if the cards were misdealt. If the cards were misdealt and a Player or the Dealer has more or less than seven cards, all Hands will be void. If the cards have not been misdealt, all Hands will be considered void and the entire deck of cards will be removed from the table.

- (7) Once seven cards have been dealt to each position and the Dealer and any cards dealt to positions with no wagers have been collected, the Dealer will place the cover of the Pai Gow Poker Shaker and shake the Shaker once. The Pai Gow Poker Shaker will then be placed to the right of the Dealer.
- (8) After the dealing of the cards has been completed, each Player will set his or her Hands by arranging the cards into a High Hand and a Low Hand. When setting the two Hands, the five card high Hand must be equal to or higher in rank than the two card low Hand. For example, if the two card Hand contains a pair of sevens, the five card Hand must contain at least a pair of Sevens and the three remaining cards.
- (9) Each Player at the table will be responsible for setting his or her own hands and no other person except for the Dealer may touch the cards of that Player. Each Player will be required to keep the seven cards in full view of the Dealer at all times. Once each Player has set a high and low Hand and placed the two Hands face down on the appropriate area of the layout, the Player will not touch the cards again.
- (10) After all Players have set their Hands and placed the cards on the table, the seven cards of the Dealer will be turned over and the Dealer will set his or her Hands by arranging the cards into a High and Low Hand. The Dealer will then place the two Hands face up on the appropriate area of the layout.
- (11) A Player may announce that he or she wishes to surrender his or her wager prior to the Dealer exposing either of the two Hands of that Player pursuant to paragraph (13) below. Once the Player has announced his or her intention to surrender, the Dealer will:
 - (i) immediately collect the wager from that Player; and
 - (ii) collect the seven cards dealt to that Player without exposing the cards to anyone at the table. The Dealer will verify that seven cards were collected by counting them face down on the layout prior to placing them in

the discard rack.

- (12) Once the Dealer has set a High and Low Hand, the Dealer will expose both hands of each Player, starting from the right and proceeding counterclockwise around the table. The Dealer will compare the High and Low Hand of each Player to the High and Low Hand of the Dealer and will announce if the wager of that Player will win, lose or be considered a tie ("push").
- (13) All losing wagers will be immediately collected by the Dealer and put in the table inventory container. All losing Hands also will be collected. A wager made by a Player will lose if:
 - (i) the High Hand of the Player is lower in rank than the High Hand of the Dealer and the low hand of the Player is lower in rank than the Low Hand of the Dealer;
 - (ii) the High Hand of the Player is identical in rank to the High Hand of the Dealer or the low Hand of the Player is identical in rank to the low Hand of the Dealer (a "Copy Hand") and the other Hand of the Player is identical in rank or lower in rank than the other Hand of the Dealer;
 - (iii) the High Hand of the Player was not set so as to rank equal to or higher than the Low Hand of that Player; or
 - (iv) the two Hands of the Player were not otherwise set correctly in accordance with the rules of the game (for example, a Player forms a three card Low Hand and a four card High Hand).
- (14) If a wager is a Push, the Dealer will not collect or pay the wager, but will immediately collect the cards of that Player. A wager made by a Player will be a Push if:
 - (i) the High Hand of the Player is higher in rank than the High Hand of the Dealer, but the Low Hand of the Player is identical in rank to the Low Hand of the Dealer (Copy Hand) or lower in rank than the Low Hand of the Dealer; or
 - (ii) the High Hand of the Player is identical in rank to the High Hand of the Dealer (Copy Hand) or lower in rank than the High Hand of the Dealer, but the Low Hand of the Player is higher in rank than the Low Hand of the Dealer.
- (15) All winning Hands will remain face up on the layout. Winning wagers will be paid after all

Hanas have been exposed. The Dealer will pay winning wagers beginning with the Player farthest to the right of the Dealer and continuing counterclockwise around the table. A wager made by the Player will win if the High Hand of the Player is higher in rank than the High Hand of the Dealer and the Low Hand of the Player is higher in rank than the Low Hand of the Dealer.

- (16) A winning Pai Gow Poker wager will be paid off by the Gaming Operation at odds of 1 to 1, except that the Gaming operation will extract a commission known as "Vigorish" from the winning Player in an amount equal to five percent of the amount won; provided, however, that when collecting the Vigorish, the Gaming Operation may round off the Vigorish to twenty-five cents or the next highest multiple of twenty-five cents. The Gaming Operation will collect the Vigorish from a Player at the time the winning payoff is made. After a winning wager has been paid and the Vigorish collected, the Dealer will then collect the cards from that Player.

(G) Irregularities.

- (1) If the Dealer uncovers the Pai Gow Poker Shaker and all three dice do not land flat on the bottom of the shaker the Dealer will call a "No Roll" and reshake the dice.
- (2) If the Dealer uncovers the Pai Gow Poker Shaker and a die or dice fall out of the Shaker, the Dealer will call a "No Roll" and reshake the dice.
- (3) If the Dealer incorrectly totals the dice and deals the first card to the wrong position, all Hands will be called Dead and the Dealer will reshuffle the cards.
- (4) If the Dealer exposes any of the cards dealt to a Player, the Player has the option of voiding the Hand. Without looking at the unexposed cards, the Player will make the decision either to play out the Hand or to void the Hand.
- (5) If a card or cards in the Hand of the Dealer is exposed, all Hands will be void and the cards will be reshuffled.
- (6) A card found turned face up in the shoe will not be used in the game and will be placed in the discard rack. If more than one card is found turned face up in the shoe, all Hands will be void and the cards will be reshuffled.
- (7) A card drawn in error without its face being exposed will be used as though it was the next card

from the shoe.

- (8) If any Player or the Dealer is dealt an incorrect number of cards, all hands will be void and the cards reshuffled.

(H) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XXIII. RED DOG, ACEY-DUCEY.

(A) Equipment.

- (1) A table with a Red Dog or Acey-Ducey layout.
- (2) One to eight decks of cards with backs of the same color and design and two solid-colored cutting cards.
- (3) A dealing shoe.
- (4) A marker (Red Dog).

(B) Value of cards.

- (1) Any card from 2 to 10 will have its face value;
- (2) Any Jack will have a value of eleven;
- (3) Any Queen will have a value of twelve;
- (4) Any King will have a value of thirteen; and
- (5) Any Ace will have a value of fourteen.

(C) Players.

Any number of Players who can fit around the table.

(D) The Shuffle.

- (1) After receiving the one to eight decks of cards at the table, the Dealer will sort and inspect the cards and the Floorperson at the table will verify the inspection.
- (2) Following the inspection of the cards by the Dealer and the verification by the Floorperson at the table, the cards will be spread out face upwards on the table for visual inspection by the first Player or Players to arrive at the table. The cards will be spread out by deck according to suit and in sequence within the suit.
- (3) After the first Player or Players are afforded an opportunity to visually inspect the cards, the cards will be turned face downward on the table, mixed thoroughly by a "washing" or "chemmy shuffle" of the cards and stacked.
- (4) Immediately prior to commencement of play and after each shoe of cards is dealt, the Dealer will shuffle the cards so that they are randomly intermixed.
- (5) After the cards have been shuffled, the Dealer will

offer the stacks of cards, with backs facing away from him or her, to the Players to be cut.

- (6) The Player designated by paragraph (8) of this section will cut the cards by placing the cutting card in the stack at least 10 cards in from either end.
- (7) Once the cutting card has been inserted by the Player, the Dealer will take all cards in front of the cutting card and place them on the back of the stack after which the Dealer will insert the cutting card in a position approximately one-quarter of the way in from the back of the stack. The stack of cards will then be inserted into the dealing shoe for commencement of play.
- (8) The Player to cut the cards will be the Player at the farthest point to the right of the Dealer unless the game is just beginning in which case it will be the first Player to the table.
- (9) If the Player designated in paragraph (8) of this section refuses the cut, the cards will be offered to each other Player moving counter-clockwise around the table until a Player accepts the cut. If no Player accepts the cut, the Dealer will cut the cards.

(E) The Play.

- (1) All cards used to play at Red Dog will be dealt from a dealing shoe specifically designed for such a purpose and located on the table to the left of the Dealer.
- (2) Each Dealer will remove cards from the shoe with his or her left hand, turn them face upwards, and then place them on the appropriate area of the layout with his or her right hand.
- (3) After each full set of cards is placed in the shoe, the Dealer will remove the first card therefrom face downwards and place it in the discard rack which will be located on the table to the right of the Dealer. Each new Dealer who comes to the table will also burn one card as described herein before the new Dealer deals any cards to the Players. The burn card will be disclosed if requested by the Player.
- (4) For each round of play, the Dealer will place the first card, face upwards, on the box farthest to his left. The Dealer will then place the second card, face upwards, on the box farthest to his or her right.
- (5) If the initial two cards dealt have values that are

consecutive, the Dealer will announce "The cards are consecutive-- Tie Hand" and the round of play will be concluded.

- (6) If the initial two cards dealt are a pair, the Dealer will announce "We have a Pair" -- and will immediately draw a third card and place it face up in the middle box:
 - (i) if the third card dealt makes a "3-of-a-kind" the Players will win and be paid.
 - (ii) if the third card dealt does not make a "3-of-a-kind" the Dealer will announce "No 3-of-a-kind--Tie Hand" and all wagers will be voided.
- (7) Whenever the initial two cards dealt are neither consecutive nor a pair the Dealer will announce the spread and will place a marker on the corresponding spread on the layout. Prior to dealing a third card, the Dealer will announce "Raises Closed".
- (8) After all raise wagers have been placed, the Dealer will draw a third card, place it face upwards on the box between the initial two cards and announce-- the value of the third card. At this time, the Dealer will collect all wagers or pay all wagers.
- (9) At the conclusion of a round of play, all cards on the layout will be picked up by the Dealer and placed in the discard rack.
- (10) Whenever the cutting card is reached in the deal of the cards, the Dealer will continue dealing the cards until that round of play is completed after which he or she will reshuffle the cards.

(F) Wagers.

- (1) Except as otherwise provided in this section, wagers must be made prior to the first card being dealt for each round of play.
- (2) All wagers at Red Dog will be made by placing gaming chips on the appropriate area of the Red Dog layout except that verbal wagers accompanied by cash may be accepted provided they are confirmed by the Dealer and Gaming Facility Supervisor at the table, and such cash is expeditiously converted into gaming chips in accordance with the Gaming Facility procedures governing the acceptance and conversion of such instruments. The cash received from a verbal wager will not, under any circumstances, be returned to a Player.
- (3) Once the first card of each round has been removed from the shoe by the Dealer, no Player(s) will handle, remove or alter any wagers that have been

made until a decision has been rendered and implemented with respect to that wager.

- (4) No Player(s) will be permitted to wager on more than one betting area.

(G) Payoffs.

- (1) The "spread" for each round of play will be a number from 1 to 11 inclusive and will be determined by the number of cards whose value can fall between the values of the initial two cards dealt from the shoe. An example of this rule is as follows: If the initial two cards dealt are a 4 and a 7, then the spread will be 2 (i.e., two cards, a 5 and 6 have a value that falls between 4 and 7).

- (2) The spread for each round of play will determine the Payoff Odds and the Tribe will pay off winning wagers at the Odds listed below:

<u>Spread</u>	<u>Payoff Odds</u>
1	5 to 1
2	4 to 1
3	2 to 1
4 through 11	1 to 1

- (3) The Player will win if:
- (i) the value of the third card dealt from the shoe is between the values of the first and second cards dealt from the shoe; or
 - (ii) the three cards dealt from the shoe all have the same value. This will be known as a "3-of-a-kind" and will be paid at Odds of 11 to 1.
- (4) Provided the initial two cards dealt are not a Pair, a Player will lose when the value of the third card dealt from the shoe is not between the values of the first and second cards dealt from the shoe. A third card which has the same value as either the first or second card is not deemed to be between the values of the first and second cards.
- (5) A wager made in accordance with this section will be voided whenever:
- (i) there is no spread (i.e. the values of the first two cards are consecutive); or
 - (ii) the initial two cards dealt are a Pair and the third card dealt does not make 113-of-a-kind. 11

(H) Raise Wagers.

- (1) Provided there is a spread after the initial two cards have been dealt, a Player will have the option to make a Raise Wager in support of his or her original wager by placing on the designated area of the layout an amount not in excess of the Player's original wager.
- (2) All Raise Wagers will be placed immediately after the first two cards have been dealt and prior to the third card being dealt.
- (3) All Raise Wagers must be placed prior to the Dealer announcing "Raises Closed". No Raise Wagers shall be made, increased or withdrawn after the Dealer has announced "Raises Closed".
- (4) All winning Raise Wagers will be paid at the same Odds as the original wager.

(I) Irregularities.

- (1) A card found turned face upwards in the shoe will not be used in the game and will be placed in the discard rack.
- (2) A card drawn in error without its face being exposed will be used as though it were the next card from the shoe.
- (3) If a third card is drawn and exposed to the Players prior to the Dealer announcing "Raises Closed" the card will be burned and the Players will be given the option of playing out the Hand or calling the Hand "dead." Prior to dealing another third card the Dealer will return the original wager and any raise wager to each Player who has chosen to call the Hand "dead."

(J) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XXIV. ROULETTE.

(A) Equipment.

- (1) A standard table has a Betting Layout, a Roulette Wheel and Roulette Balls.
- (2) Wagers. All wagers at the Roulette games shall be made with chips or non-value roulette chips. The color of the non-value roulette chip indicates the Player.
- (3) Roulette Wheels. Roulette shall be played on a table having a roulette wheel of not less than thirty (30) inches in diameter at one end of the table and a corresponding roulette layout imprinted on the opposite end of the table. Each roulette wheel shall be of a single zero variety or a double zero variety as described below:
 - (i) each single zero roulette wheel shall have 37 equally spaced compartments around the wheel with one marked zero and colored green and the others marked 1 to 36 and colored alternately red and black.
 - (ii) each double zero roulette wheel shall have 38 equally spaced compartments around the wheel with one marked zero and colored green, one marked double-zero (00) and colored green, and the others marked 1 to 36 and colored alternately red and black.

(B) Roulette Personnel and their Duties.

- (1) A Roulette Table with a Single or Double Layout is worked by one or two Dealers, the Dealer who spins the wheel and deals the game and his or her assistant who is also a Dealer or a Check Racker.
- (2) Dealer. The Dealer is in charge of the conduct of the game. His or her main duties are: spinning the Wheel, spinning the Roulette Ball, announcing winners, collecting losing wagers, and paying off winning wagers.
- (3) Checker or Check Racker. The Checker or Check Racker separates and stacks the losing wagers that have been collected or swept from the layout by the Dealer. He or she helps the Dealer pay off winning wagers.

(C) The Play.

- (1) The Players begin making their wagers by placing Chips on the appropriate spaces of the layout. The Dealer starts the Wheel spinning in a clockwise or

counterclockwise direction, then flips the Roulette Ball onto the bowl's back track so that it travels in the opposite direction of the Wheel. Players may continue placing wagers while Wheel and Ball are in motion until the Dealer calls: "No more bets." He or she does this as the ball slows down and *is* about to drop off the back track. Wagers placed on the layout after this announcement are not valid and must be returned to the Player or Players.

- (2) When the ball falls and comes to rest between any two partitions of the wheel, it marks the Winning Number, a 0 or 00, the Winning Color, and any other permitted bet that pertains to a Winning Number or Symbol. The Dealer immediately announces the Winning Number and its Color, and he or she places a Marker on the corresponding number on the layout. He or she then collects all losing wagers, not disturbing the wagers resting on Winning spaces, and pays off the winning wage(s). The Symbols 0 and 00 win for the Gaming Operation all wagers except those placed on 0 and 00.

(D) Inside Bets.

- (1) Single-Number Bet or straight-up Bet. The Player places his or her wager squarely on One Number on the layout, making certain that the wager does not touch any of the lines enclosing the Number. This indicates that the Player is betting that Number to win. The payoff Odds are 35 to 1.
- (2) The Symbols 0 or 00. These can be played the same as any Straight or Single-Number Bet by placing the wager on either 0 or 00. The payoff Odds are 35 to 1.
- (3) Two-Number Bet or Split Bet. The Player places his or her wager directly on any line separating any two Numbers. If the Winning Number is one of the two wagered on, the Player wins. The Payoff Odds are 17 to 1.
- (4) Three-Number Bet or Street Bet. The Player places his or her wager on the outside line of the layout. This indicates that he or she is betting the three Numbers opposite the wager, going across the layout (Street). If the Winning Number is one of these three, the Player wins. The Payoff Odds are 11 to 1.
- (5) Four-Number Bet, Square Bet, Quarter Bet or corner Bet. The Player places his or her wager on the intersection of the lines between any four Numbers. If any one of these four Numbers wins, the Player collects. The Payoff Odds are 8 to 1.
- (6) Five-Number Bet or Line Bet. The Player places his

or her wager on the line separating the 1, 2, 3 from the 0 and 00 spaces at a corner intersection. This indicates that the player is betting that one of the numbers 1, 2 or 3, or 0 or 00 will win. The Payoff Odds are 6 to 1.

- (7) Six-number Bet or Line Bet. The Player places his or her wager on the intersection of the side line and a line between two streets. If any of these six Numbers wins, the Player collects. The Payoff Odds are 5 to 1.

(E) Outside Bets:

- (1) Twelve-Number Bet or Column Bet. The Player places his or her wager on one of the three blank spaces at the bottom of the layout (some layouts have three squares marked 1st, 2nd, 3rd). This indicates that the Player is betting the 12 vertical numbers above the space wagered on. The Payoff Odds are 2 to 1.
- (2) Dozens or Twelve-Number Bet. The Player places his or her wager on one of the spaces of the layout marked 1st 12, 2nd 12 or 3rd 12. The 1st 12 indicates that the Player is betting on the Numbers 1 to 12 inclusive; the 2nd 12, the Numbers 13 to 24 inclusive; and the 3rd 12, the Numbers 25 to 36 inclusive. The Payoff odds are 2 to 1.
- (3) Low-Number Bet (1 to 18). The Player places his or her wager on the layout space marked 1 to 18, which indicates that the Player is betting on the numbers 1 to 18 inclusive. The Payoff Odds are even money.
- (4) High-Number Bet (19 to 36). The Player places his or her wager on the layout space marked 19 to 36, which indicates that the Player is betting on the Numbers 19 to 36 inclusive. The Payoff Odds are even money.
- (5) Black Color Bet. The Player places his or her wager on a space of the layout marked Black. (Some layouts have a large Diamond-Shaped Design instead of the word Black.) The Player is betting that the Winning Color will be Black. The Payoff Odds are even money.
- (6) Red Color Bet. The Player places his or her wager on the space of the layout marked Red, or the Red Diamond, and is betting that the Winning Color will be Red. The Payoff Odds are even money.
- (7) Odd-Number Bet. The Player places his or her wager on the space of the layout marked Odd. The Player is betting that the Winning Number will be an Odd number. The Payoff Odds are even money.

(8) Even-Number Bet. The Player places his or her wager on the space of the layout marked Even. The Player is betting that the Winning Number will be Even. The Payoff Odds are even money.

(F) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

XXV. SUPER PAN GAME.

(A) Equipment.

- (1) At least six (6) decks of cards and at least one (1) solid-colored cutting card. All 7's, 8's, 9's, and 10's shall be removed from the decks.
- (2) Three dice and a dice cup.

(B) Value of the Cards.

The value of the cards in each deck shall be as follows:

- (1) Any card from 2 to 6 shall have its face value;
- (2) Any Jack, King or Queen shall have a value of ten;
- (3) Any Ace shall have a value of one; and
- (4) The "Point Count" of a hand shall be a single digit number from 0 to 9 inclusive and shall be determined by totaling the value of the cards in the hand. If the total of the cards in a hand is a two digit number, the left digit of such number shall be discarded as having no value and the right digit shall constitute the point count of the hand.

(C) Types of Wagers.

- (1) Prior to the first card being dealt for any round of play, each Player at the game of Super Pan Game shall make a wager against the Gaming Operation which shall win if the "Player's Hand" has a point count higher than the "Banker's Hand", and lose if that point count is lower than the "Banker's Hand".
- (2) All tie hands will neither win nor lose.
- (3) All wagers shall be made by placing gaming chips on the appropriate areas of the Super Pan Game layout. No call bets will be accepted.
- (4) Winning wagers shall be paid off at even money, less any Gaming Operation commission or vigorish.
- (5) All players' wagers are against the "Banker's Hand" which is under the direction and control of the Gaming Operation.
- (6) The Gaming Operation may permit from one to six Players to wager on any one hand in "Super Pan Game".

(D) The Shuffle.

- (1) After receiving six or more decks of cards at the table, the Dealer shall sort and inspect the cards and the Floorperson at the table shall verify the inspection.
- (2) After the cards are inspected, the cards shall be spread out face up on the table for visual inspection by the first Player(s) to arrive at the table. The cards shall be spread out in horizontal fan shaped columns by deck according to suit and in sequence within the suit.
- (3) After the first Player(s) is afforded an opportunity to visually inspect the cards, the cards shall be turned face down on the table, mixed thoroughly by a "washing" or a "chemmy shuffle" of the cards and stacked.
- (4) The Gaming Facility supervisor shall inspect the three die for any visual defects. Any additional inspections will be performed by the Gaming Facility Supervisor as he or she believes necessary.
- (5) Immediately prior to commencement of play and after each shoe of cards is dealt, the Dealer shall shuffle the cards so that they are randomly intermixed.
- (6) After the cards have been shuffled, the Dealer shall offer the stack of cards, with backs facing away from the Dealer, to one of the players to be cut. If no player accepts the cut, the Dealer will cut the cards.
- (7) The designated Player shall cut the cards by placing the cutting card in the stack at least 10 cards in from either end.
- (8) Once the cutting card has been inserted by one of the Players, the Dealer shall take all cards in front of the cutting card and place them on the back of the stack after which the Dealer shall insert the cutting card in a position at least approximately one eighth of the way in from the back of the stack. The stack of cards shall then be inserted into the dealing shoe for commencement of play.
- (9) Prior to commencement of play, the Dealer shall remove the first card from the shoe and place it, and additional amount of cards equal to the amount on the first card drawn, in the discard rack.

(E) The Play.

- (1) At commencement of play, the Dealer shall take the dice cup from the right of the chip tray, shake it at least three times, and place the covered shaker on the table.
- (2) The Dealer will call "no more wagers" prior to uncovering the dice. No Player may increase, decrease or remove his or her bet at this time.
- (3) The Dealer will uncover the dice cup and announce the total. The total will determine the first Player.
- (4) Starting at the first Player and dealing clockwise, the Dealer will deal one card at a time to each position having a wager, including the Dealer, until each position has a total of three cards.
- (5) After the three cards have been dealt and before the Players are permitted to draw, all hands must be placed face down in front of their respective bets.
- (6) Starting with the first Player and proceeding clockwise, the Dealer shall deal face downwards a maximum of one additional card if the Player signals for this draw option, and that card is placed perpendicular to the hand so that it may be identified as the "draw card". Taking or not taking a card is the Player's option.
- (7) After all Players have acted, the Dealer will announce "All hands set". The Dealer shall then face the "Banker's Hand" and place it in front of the chip tray.
- (8) The Dealer will announce the Banker's card total. If the "Banker's Hand" has a total of 0, 1, 2, 3, 4, or 5, he or she must draw. If the "Banker's Hand" has a total of 6, 7, 8, or 9, the Dealer must stand.
- (9) The draw card is placed to the right of the three card hand.
- (10) The Dealer announces the new total.
- (11) Starting at the position designated by the first Player, and going clockwise, the Dealer shall face the Players' hands.
- (12) A wager against the Gaming Operation shall win if the "Player's Hand" has a point count higher than the "Banker's Hand" and lose if that point count is lower than the "Banker's Hand". All tie hands will neither win nor lose.

- (13) Starting at the first Player and moving clockwise, all wagers are settled and cards are removed and placed in the discard rack.
- (14) The Gaming Operation may extract a charge (to be known as a commission) on any amount won, not to exceed 10%. The Gaming Operation will collect the commission from any winning wager at the time of the pay off.

(F) Irregularities.

- (1) A card found face up in the shoe, shall not be used in the game and shall be placed in the discard rack.
- (2) A card drawn in error without its face being exposed shall be used as though it were the next card from the shoe.
- (3) After the initial three cards have been dealt to each Player and a card is drawn in error and exposed to the players, it will be declared "dead". The Dealer shall place it, and an additional amount of cards equal to the amount on the exposed card, in the discard rack.
- (4) Once the dice cup is opened, no Player will increase or decrease his or her wager.
- (5) The Player is responsible for protecting his or her hand. If a hand is fouled through carelessness with other cards, the Player's wager is forfeited.
- (6) Cards cannot be backed up. If a Player is mistakenly passed over during the draw, he or she has the option of standing or receiving a draw card after all other Players have drawn, but before the Dealer acts on his or her hand.
- (7) Any Player or Dealer having the wrong number of cards has a fouled hand.

(G) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the minimum wagers and maximum wagers at each table. The amounts of the minimum wagers and maximum wagers shall be conspicuously posted on a sign at each table.

XXVI. UNDER AND OVER SEVEN.

(A) Equipment.

- (1) A cage or chute.
- (2) Two dice. If thrown, the Dealer has at least five dice in front of him or her, from which the Shooter selects two dice to roll.
- (3) A table and layout with three betting spaces reflecting a "Number 7", "Under 7" and "Over 7". If dice are thrown, a table with an upright rail running around the table's outside edges, forcing a rectangular enclosure. This rail serves as a backboard and helps to prevent the dice from falling off the table.

(B) The Play and Odds.

The Player places the wager on any one of the three spaces on the layout. The dice are thrown by the Player or Dealer or tumbled in the cage or chute. A wager on "Under 7" wins if the total of the two dice is 2, 3, 4, 5 or 6. The odds on this wager are even or 1 to 1. A wager on "Over 7" wins if the total of the two dice is 8, 9, 10, 11 or 12. The Odds on this wager are even or 1 to 1. A wager on the "7" space wins if the total of the two dice is "7". The Odds on this wager are 4 to 1.

(C) Minimum Wagers and Maximum Wagers.

The Tribe shall determine the Minimum Wagers and Maximum Wagers at each table. The amounts of the Minimum Wagers and Maximum Wagers shall be conspicuously posted on a sign at each table.

TRIBAL-STATE COMPACT

Between the

ST. REGIS MOHAWK TRIBE

and the

STATE OF NEW YORK

APPENDIX B:

Standards of Operation and Management for
for Class III Games of Chance

TABLE OF CONTENTS

1. DEFINITIONS.....1

2. ACCOUNTING RECORDS.....5

3..TRIBAL GAMING OPERATION'S SYSTEM OF INTERNAL CONTROL.....6

4..FORMS, RECORDS, DOCUMENTS AND RETENTION.....7

5..ANNUAL AUDIT AND OTHER REPORTS.....8

6.. CLOSED CIRCUIT TELEVISION SYSTEM.....11

7..ORGANIZATION OF THE TRIBAL GAMING OPERATION.....13

8..PERSONNEL ASSIGNED TO THE OPERATION AND CONDUCT OF GAMING..18.

9. CASHIER'S CAGE.....19

10..ACCOUNTING CONTROLS WITHIN THE.CASHIER'S CAGE.....21.

11. DROP BOXES.....25

12.. DROP BOXES, TRANSPORTATION TO AND FROM GAMING TABLES:.
STORAGE IN THE COUNT ROOM.....26

13.. PROCEDURES FOR ACCEPTING, VERIFYING AND ACCOUNTING.
FOR WIRE TRANSFERS.....27

14..PROCEDURE FOR SENDING FUNDS BY WIRE TRANSFER.....31

15..PROCEDURE FOR ACCEPTANCE, ACCOUNTING FOR AND REDEMPTION.
OF PLAYER'S CASH DEPOSITS.....33

16.. PROCEDURE FOR EXCHANGE OF CHECKS SUBMITTED BY.
GAMING PLAYERS.....37

17..PROCEDURE FOR REDEMPTION, CONSOLIDATION OR SUBSTITUTION.
OF CHECKS SUBMITTED BY GAMING PLAYERS.....44.

18..PROCEDURES FOR GRANTING CREDIT AND RECORDING CHECKS.
EXCHANGED, REDEEMED OR CONSOLIDATED.....45

19..PROCEDURE FOR DEPOSITING CHECKS RECEIVED FROM.
.GAMING PLAYERS.....55

20..PROCEDURE FOR COLLECTING AND RECORDING CHECKS RETURNED TO.
THE GAMING OPERATION AFTER DEPOSIT.....57

21.. PROCEDURE FOR ACCEPTING CASH AT GAMING TABLES.....59

22.. ACCEPTANCE OF GRATUITIES FROM PLAYERS.....60

23. RULES FOR TABLE GAMES.....	61
24. TABLE INVENTORIES AND PROCEDURE FOR OPENING TABLES FOR GAMING.....	62
25. PROCEDURE FOR DISTRIBUTING GAMING CHIPS, COINS AND PLAQUES TO GAMING TABLES.....	65
26. PROCEDURE FOR REMOVING GAMING CHIPS AND COINS FROM GAMING TABLES.....	69
27. PROCEDURE FOR SHIFT CHANGES AT GAMING TABLES.....	72
28. PROCEDURE FOR CLOSING GAMING TABLES.....	73
29. COUNT ROOM: CHARACTERISTICS.....	75
30. PROCEDURE FOR COUNTING AND RECORDING CONTENTS OF DROP BOXES.....	77
31. SIGNATURES.....	81

APPENDIX B:

Standards of operation and Management for Class III Games of Chance

1. DEFINITIONS:

In these Standards, unless the context indicates otherwise:

"Accounting Department" is that department established in the Tribal Gaming Operation's system of organization in accordance with these Standards;

"Board" shall mean the New York State Racing and Wagering Board, its authorized officials, agents and representatives acting in their official capacities or such other agency of the State as the state may from time to time designate by written notice as the State agency responsible for the regulation of Class III Gaming jointly with the Tribal Gaming Agency;

"Boxperson" refers to an individual assigned to supervise other individuals operating certain table games authorized in Appendix A of this Compact.

"Cage Cashiers" are the cashiers performing any of the functions in the Cashier's Cage as set forth in these Standards;

"Cash Equivalent" means a Treasury check, a travelers check, wire transfer of funds, money order, certified check, cashiers check, a check drawn on the Tribe account of the Tribal Gaming Operation payable to the Player or to the Tribal Gaming Operation, or a voucher recording cash drawn against a credit card or charge card;

"Chief Financial Officer" is the senior executive of the Tribal Gaming Operation with overall responsibility for its Internal and Accounting Controls, who shall report to the Chief operating officer;

"Chief Operating Officer" is the senior executive of the Tribal Gaming Operation exercising the overall management or authority over all the operations of the Tribal Gaming Operation and the carrying out by employees of the Tribal Gaming Operation of their duties;

"Closer" means the original of the Table Inventory Slip upon which each table inventory is recorded;

"Commission" means the Tribal Gaming Agency.

"Compensation" means direct or indirect payment for services performed including, but not limited to, salary, wages, bonuses, deferred payments, overtime and premium payments;

"Counter Check" is the document reflecting a payment by a Player at a gaming table drawn on a form prepared by the Tribal Gaming Operation against a checking account of the Player in accordance with these standards;

"Credit Slip" (known as a "Credit") is the document reflecting the removal of gaming chips, coins and plaques from a gaming table in accordance with these standards;

"Croupier" refers to an individual assigned to operate those table games described in Appendix A of this Compact. The term 'Croupier' is intended to be used interchangeably with the term 'Dealer';

"Dealer" refers to an individual assigned to operate those table games described in Appendix A of this Compact. The term 'Dealer' is intended to be used interchangeably with the term 'Croupier';

"Drop Box" is the metal container attached to a gaming table for deposit of cash and certain documents received at a gaming table as provided by these Standards;

"Fill Slip" (known as a "Fill") is the document reflecting the distribution of gaming chips, coins and plaques to a gaming table as provided in these Standards;

"Gaming Facility" means any Gaming Facility as defined in the Compact in which a Tribal Gaming Operation is conducted;

"Gaming Facility Supervisor" or "Supervisor" is a reference to a person in a supervisory capacity and required to perform certain functions under these Standards, including but not limited to, Pit Bosses, Gaming Facility Shift Managers, the Assistant Gaming Facility Manager and the Gaming Facility Manager;

"Imprest Basis" means the basis on which Cashier's Cage funds are replenished from time to time by exactly the amount of the net expenditures made from the funds and amounts received and in which a review of the expenditure is made by a higher authority before replenishment;

"Incompatible Function" means a function, for accounting and internal control purposes, that places any person or

department in a position to both perpetrate and conceal errors or irregularities in the normal course of his or her duties. Anyone both recording transactions and having access to the relevant assets is in a position to perpetrate errors or irregularities. Persons may have incompatible functions if such persons are members of departments which have Supervisors who are not independent of each other;

"Independent Certified Public Accountant" means a Professional Accountant suitably qualified and sufficiently independent to act as Auditor of the Tribal Gaming Operation;

"Inspector" means an employee of the Tribal Gaming Agency duly appointed by the Tribal Gaming Agency as an Inspector;

"Master Game Report" means a record of the computation of the win or loss for each gaming table, for each game and each shift;

"Opener" means the duplicate copy of the Table Inventory Slip upon which each Table Inventory is recorded and serves as the record of each Table Inventory at the time of the opening of each Table;

"Patron Cash Deposit" means an amount of cash, cash equivalent, gaming chips or plaques deposited with the Gaming Facility by a Player for his or her subsequent use;

"Pit" means an arrangement of gaming tables in which Gaming Facility personnel administer and supervise the games played at the tables by the Players located on the outside perimeter of the arrangement;

"Pit Clerk" means the person located at a desk in the Pit to prepare, under the supervision and direction of the Cage Manager, documentation required for the operation of games including but not limited to, Requests for Fills, Requests for Credits and Counter Checks;

"Request for credit" is the document reflecting the authorization for preparation of a credit with respect to removal of gaming chips, coins and plaques from a gaming table in accordance with these Standards;

"Request for: Fill" is the document reflecting the request for the distribution of gaming chips, coins and plaques to a gaming table as provided in these standards;

"Shift" means the normal daily work period of a group of employees administering and supervising the operations of

table games and Cashiers' Cage working in relay with another such succeeding or preceding group of employees;

"Table Game Drop" means the sum of the total amounts of currency, issuance copies of counter checks and coin removed from a drop box;

"Table Game Win or Loss" is determined by adding the amount of cash, issuance copies of counter checks, or coin, the amount recorded on the Closer, removed from a Drop Box on the Opener and the total of the amounts recorded on fills removed from a Drop Box;

2. ACCOUNTING RECORDS

- (1) The Tribal Gaming Operation shall maintain complete, accurate and legible records of all transactions relating to the revenues and costs of the Gaming Facilities.
- (2) General accounting records shall be maintained on a double entry system of accounting with transactions recorded on the accrual basis, and detailed, supporting, subsidiary records, sufficient to meet the requirements of paragraph (4).
- (3) The forms of accounts adopted should be of a standard form which would ensure consistency, comparability, and effective disclosure of financial information.
- (4) The detailed, supporting and subsidiary records shall include,-but not necessarily be limited to:
 - (a) Records of all Players' checks initially accepted by the Tribal Gaming Operation, deposited by the Tribal Gaming Operation, returned to the Tribal Gaming Operation as "Uncollected" and ultimately written off as "Uncollectible";
 - (b) Statistical game records to reflect Drop and Win amounts for each table, for each game, and for each shift;
 - (c) Records of investments in property and equipment used directly in connection with the operation of the Gaming Facilities;
 - (d) Records of all loans and other amounts payable by the Tribal Gaming Operation; and
 - (e) Records which identify the purchase, receipt and destruction of gaming chips and plaques.
- (5) All accounting records shall be kept for a period not less than seven (7) years from their respective dates.

3. TRIBAL GAMING OPERATION'S SYSTEM OF INTERNAL CONTROL

- (1) The Tribal Gaming Operation shall submit to the Commission and the Board a description of its system of internal procedures and administrative and accounting controls before gaming operations are to commence and before changes in a previously submitted system are to become effective.
- (2) Each such submission shall contain both narrative and diagrammatic representation of the internal control system to be utilized by the Tribal Gaming Operation.
- (3) The submission required by paragraph (1) shall be signed by the executive responsible for its preparation and shall be accompanied by a report of the Independent Certified Public Accountant stating that the submitted system conforms in all respects to the principles of internal control required by these Standards.

4. FORMS, RECORDS, DOCUMENTS AND RETENTION

- (1) All information required by these Standards shall be placed on a form, record or document or in stored data in ink or other permanent form.
- (2) Whenever duplicate or triplicate copies are required of a form, record or document:
 - (a) The original, duplicate and triplicate copies shall be color coded and have the name, title or description of the operating department receiving the copy imprinted thereon;
 - (b) If under these Standards, forms, records, and documents are required to be inserted in a locked dispenser, the last copy shall remain in a continuous unbroken form in the dispenser; and
 - (c) If under these Standards, forms or serial numbers of forms are required to be accounted for or copies of forms are required to be compared for agreement and exceptions noted, such exceptions shall be reported immediately in writing to the internal audit department and the Commission for investigation.
- (3) Unless otherwise specified in these Standards or exempted by the Commission and the Board, all forms, records, documents and stored data required to be prepared, maintained and controlled by these Standards shall:
 - (a) Have the title of the form, record, document or stored data imprinted or preprinted thereon or therein;
 - (b) Be located on the Tribe lands or such other location as is approved by the Commission and the Board; and
 - (c) Be retained for a period of at least seven (7) years in a manner that assures reasonable to accessibility to agents of the Commission and the Board.

S. ANNUAL AUDIT AND OTHER REPORTS

- (1) The Tribal Gaming Operation shall, at its own expense, cause its annual financial statements to be audited in accordance with generally accepted auditing standards by an Independent Certified Public Accountant.
- (2) The annual financial statements shall be prepared on a comparative basis for the current and prior fiscal year and shall present the financial position and results of operations in conformity with generally accepted accounting standards.
- (3) Two manually-signed copies of the audited financial statements, together with the report thereon of the Tribal Gaming Operation's Independent Certified Public Accountant shall be filed with the Commission not later than ninety (90) days following the end of the fiscal or calendar year.
- (4) The Tribe shall require the Independent Certified Public Accountant to submit to the Board (or other agency designated by the State) a letter or statement certifying that the financial statements of the Tribal Gaming Operation present fairly, in all material respects, the financial position and results of operations in conformity with generally accepted accounting standards. This letter or statement by the Independent Certified Public Accountant shall be submitted on the same day that the annual financial statements and accompanying audit report are filed with the Commission.
- (5) The Tribal Gaming Operation shall require the Independent Certified Public Accountant to render the following additional reports:
 - (a) A report on material weakness in accounting and internal controls. Whenever in the opinion of the Independent Certified Public Accountant there exists no material weaknesses in accounting and internal controls, no report will be required; and
 - (b) A report expressing the opinion of the Independent Certified Public Accountant that based on his or her examination of the financial statements the Tribal Gaming Operation has followed, in all material respects, during the period covered by his or her examination, the system of accounting and internal control on file with the commission and the Board. Whenever in the opinion of the Independent Certified Public Accountant the Tribal

Gaming Operation has deviated from the system of accounting and internal controls filed with the Commission and the Board or the accounts, records, and control procedures examined are not maintained by the Tribal Gaming Operation in accordance with the Compact and these Standards, the report shall enumerate such deviations. The Independent Certified Public Accountant shall also report on areas of the system no longer considered effective, and shall make recommendations in writing regarding improvements in the system of accounting and internal controls.

- (6) All reports by the Internal Audit Department of the Tribal Gaming Operation shall be consecutively numbered, dated and recorded in a log which shows brief particulars of the contents of each report.
- (7) Two copies of the reports required by paragraph (4) and two copies of any other reports on accounting and internal controls, administrative controls, or other matters relating to the Tribal Gaming Operation's accounting or operating procedures rendered by the Tribal Gaming Operation's Independent Certified Public Accountant, shall be filed with the Commission and the Board by the Tribal Gaming Operation by April 30 following the end of each fiscal or calendar year or within thirty (30) days of receipt whichever ever is earlier.
- (8) If the Independent Certified Public Accountant engaged to audit the Tribal Gaming Operation's financial statements resigns or is dismissed as the Tribal Gaming operation's auditor, or another Independent Certified Public Accountant is engaged as auditor, the Tribal Gaming Operation shall file a report with the Commission and the Board within ten (10) days following the end of the month in which such event occurs, setting forth the following:
 - (a) The date of such resignation, dismissal, or engagement;
 - (b) Whether in connection with the audits of the two most recent years preceding such resignation, dismissal, or engagement there were any disagreements with the former Accountant on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements if not resolved to the satisfaction of the former Accountant would have caused him to make reference in connection

with his or her report to the subject matter of the disagreement; including a description of each such disagreement. The disagreements to be reported include those resolved and those not resolved;

- (c) Whether the former Accountant's report on the financial statements for any of the past two years contained an adverse opinion or disclaimer of opinion or was qualified. The nature of such adverse opinion, disclaimer of opinion, or qualification shall be described; and
- (d) The Tribal Gaming Operation shall request the former Accountant to furnish to the Tribal Gaming Operation a letter addressed to the Commission stating whether he agrees with the statements made by the Tribal Gaming Operation in response to this paragraph. such letter shall be filed with the Commission and the Board as an exhibit to the report required by these Standards.

6. CLOSED CIRCUIT TELEVISION SYSTEM

- (1) The Tribal Gaming Operation shall install and maintain a Closed Circuit Television system in accordance with these standards and shall not modify such Standards without the agreement of the state Gaming Agency. The Tribal Gaming Operation shall provide the State Gaming Agency with copies of its floor plan and Closed Circuit Television System and any modifications thereof for review by the State Gaming Agency. If the floor plan or Closed Circuit Television System do not provide unobstructed camera views in accordance with such standards, the Tribal Gaming Operation shall modify such floor plan or Closed Circuit Television system in order to remedy such deficiency.
- (2) The Closed Circuit Television System shall include, but need not be limited to, the following:
 - (a) Light sensitive cameras with zoom, scan and tilt capabilities to effectively and clandestinely monitor in detail and from various vantage points, the following:
 - (i) the gaming conducted at each gaming table in the Gaming Facility and the activities in the Gaming Facility Pits;
 - (ii) the operations conducted at and in the cashier's Cage;
 - (iii) the count processes conducted in the count Rooms in conformity with these Standards;
 - (iv) the movement of cash, gaming chips, Drop Boxes and drop buckets in the premises;
 - (v) the entrances and exits to the Gaming Facility and the Count Rooms; and
 - (vi) such other areas as the Commission and the Board agree to designate.
 - (b) Video units with time and date insertion capabilities for taping what is being viewed by any camera of the system;
 - (c) Audio capability in the Soft and Hard Count Rooms; and

- (d) One or more monitoring rooms in the premises which shall be in use at all times by the employees or agents of the Tribal Gaming Operation assigned to monitor the activities in the Gaming Facility and which may be used as necessary by the members and inspectors of the Commission, the Board and the State Law Enforcement Agency.
- (3) Adequate lighting shall be present in all areas, including gaming tables and Pits, where closed circuit camera coverage is required to enable clear camera coverage. The coverage shall be of significant quality to produce clear video tape and still picture reproductions.
- (4) The Tribal Gaming Operation shall be required to maintain a surveillance Log of all surveillance activities in the Monitor Room. The Log shall be maintained by monitor room personnel and shall include, at a minimum, the following:
 - (a) Date and time of surveillance;
 - (b) Person initiating surveillance;
 - (c) Reason for surveillance;
 - (d) Time of termination of surveillance;
 - (e) Summary of the results of the surveillance; and
 - (f) A record of any equipment or camera malfunctions.
- (5) The Surveillance Log shall be available for inspection in connection with any criminal investigation.
- (6) Video and audio tapes shall be retained for at least seven (7) days and at least thirty (30) days in the case of tapes of evidentiary value, or for such longer period as the Commission and the Board or the State Law Enforcement Agency may request.
- (7) Employees or agents of the Tribal Gaming Operation assigned to monitor activities shall be independent of the Gaming Facility, the Security, and the cashier's Cage Departments.
- (8) Entrances to the Closed Circuit Television Monitoring Rooms shall not be visible from the Gaming Facility area.

7. ORGANIZATION OF THE TRIBAL GAMING OPERATION

- (1) The Tribal Gaming Operation shall have a System of Internal Control that includes the following:
 - (a) Administrative control which includes, but is not limited to, the plan of organization and the procedures and records that are concerned with the decision processes leading to management's authorization of transactions; and
 - (b) Accounting control which includes the plan of organization and the procedures and records that are concerned with the safeguarding of assets and the reliability of financial records and are consequently designed to provide reasonable assurances that:
 - (i) transactions are executed in accordance with the management's general and specific authorization which shall include the requirements of these Standards;
 - (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and with these standards, and to maintain accountability for assets;
 - (iii) access to assets is permitted only in accordance with management's authorization which shall include the requirements of these standards; and
 - (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (2) The Tribal Gaming Operation's system of internal control shall provide for:
 - (a) Competent personnel with integrity and an understanding of prescribed procedures; and
 - (b) The segregation of incompatible functions so that no employee is in a position to perpetrate and conceal errors or irregularities in the normal course of his or her duties.

- (3) The Tribal Gaming Operation shall, at a minimum, establish the following departments:
- (a) A Surveillance Department supervised by a Director of Surveillance who shall cooperate with, yet perform independently of all other departments. The Director of Surveillance shall be responsible for, but not limited to, the following:
 - (i) the clandestine surveillance of the operation and-conduct of the table games;
 - (ii) the clandestine surveillance of the operation of the Cashier's Cage;
 - (iii) the audio-video taping of activities in the Count Rooms;
 - (iv) the detection of cheating, theft, embezzlement and other illegal activities in the Gaming Facility, Count Rooms, and Cashier's Cage;
 - (v) the video taping of illegal and unusual activities; and
 - (vi) the notification of appropriate Gaming Facility Supervisors, the Commission, the Board and the State Law Enforcement Agency upon the detection and taping of cheating, theft, embezzlement, or other illegal activities.
 - (b) No present or former Surveillance Department employee shall be employed in any other capacity in the Tribal Gaming Operation unless the Commission upon petition approves such employment in a particular capacity upon a finding that:
 - (i) one year has passed since the former Surveillance Department employee worked in the Surveillance Department;
 - (ii) surveillance and security systems will not be jeopardized or compromised by the proposed employment of the former Surveillance Department employee in the capacity proposed; and
 - (iii) errors, irregularities or illegal acts cannot be perpetrated and concealed by the former Surveillance Department employee's knowledge

of the surveillance system in the capacity in which the former Surveillance Department employee will be employed.

- (c) An Internal Audit Department supervised by an Internal Audit Manager who shall perform independently of all other departments and shall report directly to the managing authority of the Tribal Gaming Operation regarding matters of policy, purpose, responsibilities and authority and indirectly to the Chief Operating Officer for daily operations. Such Department shall be responsible for, but not limited to, the following:
 - (i) the appraisal of the adequacy of internal controls;
 - (ii) the compliance with internal control procedures;
 - (iii) the reporting of instances of non-compliance with the system of internal control;
 - (iv) the reporting of any material weakness in the system of internal control; and
 - (v) the recommendation of procedures to eliminate any material weakness in the system of internal control.
- (d) A Gaming Facility Department supervised by a Gaming Facility Manager who shall perform independently of all other departments and shall report directly to the Chief Operating Officer. The Gaming Facility Manager shall be responsible for the operation and conduct of all table games, gaming areas, gaming machines and employees utilized in the Tribal Gaming Facility.
- (e) A Credit Department supervised by a credit Manager who shall cooperate with, yet perform independently of all other departments and shall report directly to the Chief Operating Officer. The credit Manager shall be responsible for the credit function including, but not limited to, the following:
 - (i) the verification of Player credit references;
 - (ii) the establishment of Player check payment limits; and

- (iii) the maintenance, review and update of the Player's check payment limits; all to be conducted in accordance with the requirements set forth in these Standards.
- (f) A Security Department supervised by a Director of Security who shall cooperate with, yet perform independently of, all other departments and shall report directly to the Chief Operating Officer. The Director of Security shall be responsible for the overall security of the Gaming Facility including, but not limited to the following:
- (i) the physical safeguarding of assets transported to and from the Gaming Facility, and Cashier's Cage Departments;
 - (ii) the recording of any and all unusual occurrences within the Gaming Facility for which the assignment of a Security Department employee is made. Each incident, without regard to materiality, shall be assigned a sequential number and, at a minimum, the following information shall be recorded in indelible ink in a bound notebook from which pages cannot be removed and each side of each page of which is sequentially numbered:
 - (aa) the assignment number;
 - (bb) the date;
 - (cc) the time;
 - (dd) the nature of the incident;
 - (ee) the person involved in the incident; and
 - (ff) the Security Department employee assigned.
 - (iii) copies of all Security Department reports shall be furnished to the Board;
 - (iv) the physical safety of Players and their property while in the Gaming Facility; and
 - (v) the physical safety of employees and their property.
- (g) A Gaming Facility Accounting Department supervised by a Director of Gaming Facility Accounting who shall report directly to the Chief Financial Officer. The Director of Gaming Facility Accounting shall be responsible for, but not limited to, the following:

- (i) accounting controls;
 - (ii) the preparation and control of records and data required by these Standards;
 - (iii) the control of stored data, the supply of unused forms, the accounting for and comparing of forms used in operating the Gaming Facility and required by these Standards; and
 - (iv) the control and supervision of the cashier's Cage.
- (h) A Cashier's Cage supervised by a Cage Manager who shall supervise Cage Cashiers and cooperate with, yet perform independently of, the Gaming Facility and security Departments and shall be under the supervision of and report directly to, the Director of Gaming Facility Accounting. The Cashier's Cage Manager shall be responsible for, but not limited to, the following:
- (i) the custody of currency, coin, player checks, gaming chips and plaques, documents and records normally associated with the operation of a Cashier's Cage;
 - (ii) the approval, exchange, redemption and consolidation of Player checks received for the purpose of gaming in conformity with these Standards;
 - (iii) the receipt, distribution and redemption of gaming chips and plaques in conformity with these Standards; and
 - (iv) such other functions normally associated with the operation of a Cashier's Cage.
- (4) The Tribal Gaming Operation's personnel shall be trained in all accounting and internal control practices and procedures relevant to each employee's individual function. Special instructional programs shall be developed by the Tribal Gaming Operation in addition to any on-the-job instruction sufficient to enable all members of the departments required by this Standard to be thoroughly conversant and knowledgeable with the appropriate and required manner of performance of all transactions relating to their functions.

8. PERSONNEL ASSIGNED TO THE OPERATION AND CONDUCT OF GAMING

- (1) Table games shall be operated by Dealers or Croupiers who shall be the persons assigned to each game described in Appendix A of this Compact.
- (2) A Pit Boss shall be the supervisor assigned the responsibility for the overall supervision of the operation and conduct of gaming at the table games played within a Pit or group of Pits and shall oversee any intermediate supervisors assigned by the Tribal Gaming Operation to assist in supervision of table games in the Pit.
- (3) A Shift Manager shall be the supervisor assigned to each shift with the responsibility for the supervision of table games conducted in the Gaming Facility. In the absence of the Gaming Facility Manager and the Assistant Gaming Facility Manager, the Shift Manager shall have the authority of a Gaming Facility Manager.
- (4) An Assistant Gaming Facility Manager shall be the Executive Officer assigned to supervise the overall conduct of table games in the Gaming Facility with the authority delegated by the Gaming Facility Manager. In the absence of the Gaming Facility Manager, the Assistant Gaming Facility Manager shall have the authority of a Gaming Facility Manager.
- (5) A Gaming Facility Manager shall be the Executive Officer assigned the responsibility and authority for the operation of table games including, but not limited to, the hiring and terminating of all Gaming Facility personnel and the creation of high employee morale and good customer relations.
- (6) Nothing in these Standards shall be construed to limit the Tribal Gaming Operation from utilizing personnel in addition to those described herein.

9. CASHIER'S CAGE

- (1) In each Gaming Facility there shall be on or immediately adjacent to the gaming floor a physical structure known as the Cashier's Cage ("Cage") to house the Cashiers and to serve as the central location in the Gaming Facility for the following:
 - (a) The custody of the Cage inventory comprising currency, including player's deposits, coin, Player's checks, gaming chips, plaques, forms, documents and records normally associated with the operation of a Cage;
 - (b) The approval, exchange, redemption, and consolidation of Player checks for the purpose of gaming in conformity with these Standards;
 - (c) The receipt, distribution, and redemption of gaming chips and plaques in conformity with these Standards; and
 - (d) Such other functions normally associated with the operations of a Cage.
- (2) The Tribal Gaming Operation shall have a reserve cash bankroll in addition to the imprest funds normally maintained by the Cage or readily available to the Cage at the opening of every shift in a minimum amount established by the Tribal Gaming Operation.
- (3) The Cage shall be designed and constructed to provide maximum security including, at a minimum, the following:
 - (a) A fully enclosed structure except for openings through which items such as gaming chips and plaques, checks, cash, records and documents can be passed to service the public and gaming tables;
 - (b) Manually triggered silent alarm systems connected directly to the Monitoring Rooms of the Closed Circuit Television System and the Security Department Office;
 - (c) Double door entry and exit system that will not permit a person to pass through the second door until the first door is securely locked. In addition:
 - (i) the first door adjacent to the Gaming Facility floor of the double door entry and exit system

shall be controlled by the Gaming Facility Security Department. The second door of the double door entry and exit system shall be controlled by the Cage;

- (ii) the system shall have Closed Circuit Television coverage which shall be monitored by the Security Department or Surveillance Department; and
 - (iii) any entrance to the Cage that is not double door entry and exit system shall be an alarmed emergency exit door only.
- (d) Separate locks on each door of the double door entry and exit systems, the keys {or other means of opening) of which shall be different from each other.
- (4) The Tribal Gaming Operation shall place on file with the Commission and the Board the names of all persons authorized to enter the Cage, those who possess the combination or the keys or who control the mechanism to open the locks securing the entrance to the Cage, and those who possess the ability to operate the alarm systems.

10. ACCOUNTING CONTROLS WITHIN THE CASHIER'S CAGE

- (1) The assets for which the General Imprest Cashiers are responsible shall be maintained on an imprest basis. At the end of each shift, the Cashiers assigned to the outgoing shift, shall record on a Cashier's Count Sheet the face value of each Cage inventory item counted and the total of the opening and closing Cage inventories and shall reconcile the total closing inventory with the total opening inventory.
- (2) The Cage shall be physically segregated by personnel and functions as follows:
 - (a) General Imprest Cashiers shall operate with individual imprest inventories of cash and such Cashiers functions shall be, but not limited to, the following:
 - (i) receive cash, cash equivalents, checks, gaming chips and plaques from Players for cheer consolidations, total or partial redemptions or substitutions;
 - (ii) receive gaming chips and plaques from Players in exchange for cash;
 - (iii) receive travelers checks, checks and other cash equivalents from Players in exchange for currency or coin;
 - (iv) receive cash, cash equivalents, gaming chips and plaques from Players in exchange for Customer Deposit Forms;
 - (v) receive Customer Deposit Forms from Players in exchange for cash in accordance with these Standards;
 - (vi) receive from Fill and Main Bank Cashiers, documentation with signatures thereon, required to be prepared for the effective segregation of functions in the Cage; and
 - (vii) in the event of receiving gaming chips from persons who may not have been gaming for exchange for cash, the Cashier may cause an entry to be made in a separate Log, established for such purpose, listing the name, and address of the person making the

exchange, the date and the amounts and denominations of the chips exchanged.

- (b) Fill Bank Cashiers shall not have access to currency or cash equivalents, except for a limited inventory of fifty and twenty-five cents coins which may only be used to facilitate Odds pay-offs or Vigorish Bets. such Cashiers functions shall be, but not limited to, the following:
- (i) receive from Security Department personnel, chips, plaques and coins removed from gaming tables in exchange for the issuance of a Credit;
 - (ii) receive from Security Department personnel, requests for Fills in exchange for the issuance of a Fill and the disbursal of gaming chips, plaques, or coins;
 - (iii) receive chips from the General Imprest Cashiers in exchange for proper documentation; and
 - (iv) receive from General and Main Bank Cashiers documentation with signatures thereon, required for the effective segregation of functions in the Cage.
- (c) Check Cashiers shall not have access to cash, gaming chips and plaques and such Cashiers functions shall be, but not limited to, the following:
- (i) receive the original and redemption copies of counter Checks;
 - (ii) receive from General cashiers checks accepted by General Cashiers for Total or Partial Counter Check redemptions;
 - (iii) receive checks from General Cashiers for Counter Check consolidations;
 - (iv) receive personal checks from General Cashiers for Counter Check substitutions;
 - (v) prepare bank deposit slips or supporting documentation for checks to be deposited;

- (vi) receive Wire Transfer Acknowledgment Forms in accordance with these Standards for the purpose of redeeming Counter Checks or accepting payment on returned Counter Checks; and
 - (vii) receive from General, Fill and Main Bank Cashiers documentation with Signatures thereon, required for the effective segregation of functions in the Cashiers, Cage.
- (d) Main Bank Cashiers functions shall be, but not limited to the following:
- (i) receive cash, cash equivalents and documentation from General Imprest Cashiers in exchange for cash;
 - (ii) receive cash from the Coin and Currency Count Rooms;
 - (iii) receive checks and supporting documentation from Check Bank Cashiers via General Imprest Cashiers for deposit;
 - (iv) prepare the overall Cage reconciliation and accounting records; and
 - (v) receive from General and Fill Cashiers, documentation with signatures thereon, required to be prepared for the effective segregation of functions in the Cage.
- (3) Signatures attesting to the accuracy of the information contained on the following sheets shall be, at a minimum:
- (a) On the Cashiers Count Sheet, the signatures of the General Imprest Cashiers assigned to the incoming and outgoing shifts.
 - (b) On the Fill Bank Closeout Sheet, the signatures of the Fill Bank Cashiers assigned to the incoming and outgoing shifts.
 - (c) on the Main Bank Closeout Sheet, the signatures of the Main Bank Cashiers assigned to the incoming and outgoing shifts.
- (4) At the conclusion of gaming activity each day, at a minimum, copies of the Cashier's Count Sheet,

Recapitulation, Fill, Main Bank Closeout Sheets and related documentation, shall be forwarded to the Accounting Department for agreement of opening and closing inventories and agreement of amounts thereon to other forms, records and documentation required by these Standards or for the recording of transactions.

11. DROP BOXES

- (1) Each gaming table in a Gaming Facility shall have attached to it a container known as a "Drop Box" in which shall be deposited all cash, duplicate Fills and Credits, issuance copies of Counter Checks exchanged at the gaming table for gaming chips or plaques, requests for Fills and Credits and Table Inventory Slips.
- (2) Each Drop Box shall have:
 - (a) Two separate locks securing the contents placed into the Drop Box, the keys to which shall be different from each other;
 - (b) A separate lock securing the Drop Box to the gaming tables, the key to which shall be different from each of the keys to the locks securing the contents of the Drop Box;
 - (c) An opening through which currency, coins, forms, records and documents can be inserted into the Drop Box;
 - (d) Permanently imprinted or impressed thereon, and clearly visible, a number corresponding to a permanent number on the gaming table to which it is attached and a marking to indicate game and shift or gaming day, except that Emergency Drop Boxes may be maintained without such number or marking, provided the word "Emergency" is permanently imprinted or impressed thereon and, when put into use, are temporarily marked with the number of the gaming table and identification of the game and shift or gaming day.
- (3) The key(s) utilized to unlock the Drop Boxes from the gaming tables shall be maintained and controlled by the security Department.
- (4) The key(s) to the locks securing the contents of the Drop Boxes shall be maintained and controlled by the Accounting Department. The key(s) to the second locks securing the contents of the Drop Boxes shall be maintained and controlled by the Commission.

**12. DROP BOXES, TRANSPORTATION TO AND FROM GAMING TABLES:
STORAGE IN THE COUNT ROOM**

- (1) The Tribal Gaming Operation shall notify an Inspector whenever Drop Boxes are to be brought to or removed from the gaming tables (except for removal at the time of closing).
- (2) All Drop Boxes removed from the gaming tables shall be transported, at a minimum, by one Security Department employee directly to, and secured in, the Count Room.
- (3) All Drop Boxes, not attached to a gaming table, shall be sorted in the Count Room in an enclosed storage cabinet or trolley and secured in such cabinet or trolley by a separately keyed, double locking system. The key to one lock shall be maintained and controlled by the Security Department and the key to the second lock shall be maintained and controlled by the Commission.

13. PROCEDURES FOR ACCEPTING, VERIFYING AND ACCOUNTING FOR WIRE TRANSFERS

- (1) The Tribal Gaming Operation may, in accordance with these standards, accept a wire transfer of funds to enable the following:
 - (a) Establishment of a cash deposit pursuant to these Standards;
 - (b) Redemption of an outstanding Counter Check pursuant to these standards; or
 - (c) Payment of a returned Counter Check pursuant to these Standards.

- (2) Any wire, transfer of funds authorized by this Section shall be transferred to and deposited in the Tribal Gaming Operation's operating account. The Tribal Gaming Operation shall require its bank to notify it of the receipt and deposit of the wire transfer by transmitting the information required in (3) (b) through (f) below by one or more of the following methods:
 - (a) Direct telephone notification between the Tribal Gaming Operation's bank and a Cage employee, which notification shall be recorded in the Wire Transfer Log in accordance with (3) (f) below;

 - (b) Direct hard copy (printed) communication sent by the Tribal Gaming Operations bank to the Tribal Gaming Operation, which document shall be dated, time-stamped and signed by the Cage employee receiving the notification, and forwarded to the Accounting Department as supporting documentation in accordance with (7) below; or

 - (c) Direct computer access by the Tribal Gaming Operation to the wire transfer transaction as it is credited to its operating account at its bank, which transaction shall be printed from the computer screen and dated, time-stamped and signed by the cage employee receiving the notification, and forwarded to, the Accounting Department as supporting documentation in accordance with (7) below.

- (3) Upon notification in accordance with (b) above that a wire transfer of funds has been credited to the Tribal Gaming Operation's operating account, the cage employee

who received the notice shall record, at a minimum, the following information in the notification section of a Wire Transfer Log maintained in the Main Bank of the Cage:

- (a) A sequential wire transfer number which shall be generated by the Tribal Gaming Operation;
 - (b) The date and time of the notification;
 - (c) The name of the Tribal Gaming Operation's bank to which the funds were transferred;
 - (d) The amount of funds transferred, stated in numbers and words;
 - (e) The name of the Player for whose benefit the funds were transferred;
 - (f) The method authorized under (2) above by which the Tribal Gaming Operation was notified of the receipt of the wire transfer and, if by telephone, the name and title of the person at the Tribal Gaming Operation's bank who made the telephone call; and
 - (g) The signature of the Cage employee receiving and recording the information required by this subsection.
- (4) Upon completion of the notification section of the Wire Transfer Log required by (3) above, a Cage supervisor other than the cage employee who received and recorded notification of the Wire Transfer shall verify receipt of the wire transfer by telephone contact with a previously identified authorized employee of the Tribal Gaming Operation's bank. The Cage Supervisor verifying the wire transfer shall confirm the information recorded in the Wire Transfer Log pursuant to (3) (b) through (f) above, and shall record the following in the verification section of the Wire Transfer Log:
- (a) The name and title of the authorized employee at the Tribal Gaming Operation's bank who confirmed the information;
 - (b) The date and time of verification; and
 - (c) The signature of the cage Supervisor verifying receipt of the wire transfer and the information recorded pursuant to (3) above.

- (5) Upon verification of the wire transfer and completion of the Wire Transfer Log, the General Cashier of the Tribal Gaming Operation shall be deemed, for purposes of compliance with the Commission's rules, to have received cash at the General Cashiers' Cage in the amount of the wire transfer.
- (6) Upon determining the purpose for the wire transfer, a Cage Supervisor shall prepare a Wire Transfer Acknowledgment Form, a two-part form containing, at a minimum, the following information:
 - (a) The wire transfer number;
 - (b) The date of the wire transfer;
 - (c) The amount of the wire transfer, stated in numbers and words;
 - (d) The name of the Player;
 - (e) The purpose for the wire transfer (cash deposit redemption; payment of returned Counter Check);
 - (f) The signature of the preparer; and
 - (g) The signature of either:
 - (i) The Check Bank cashier, if the funds are to be used for Counter Check redemption or the payment of a returned Counter Check; or
 - (ii) The General Cashier, if the funds are to be used for a cash deposit.
- (7) Upon completion of the information required by (6) (a) through (f) above, the Cage supervisor who prepared the form shall obtain the signature required by (6) (g) above on both copies of the Wire Transfer Acknowledgment Form, transmit the duplicate copy and any supporting documentation to the accounting department, and forward the original wire Transfer Acknowledgment Form to:
 - (a) The Check Bank Cashier, if the funds are to be used for Counter Check redemption or the payment of a returned Counter Check, who shall:
 - (i) post the amount of the funds to the Player's credit account;

- (ii) if appropriate, return the redeemed counter Check to the Player;
 - (iii) forward to the Accounting Department the original Wire Transfer Acknowledgment Form for comparison to the duplicate; and
 - (iv) forward to the Accounting Department the redemption copy of any Counter Check redeemed, in accordance with the requirements of these Standards; or
- (b) The General Cashier, if the funds are to be used to establish a cash deposit, who shall:
 - (i) prepare a customer deposit file in accordance with these Standards;
 - (ii) prepare a Customer Deposit Form in accordance with these Standards, except that prior to the release to the Player of any funds credited to a cash deposit file by means of a wire transfer, the Player shall be required to present identification credentials to the General Cashier who shall examine the Player's identification credentials to ensure that such person is the Player recorded on the Wire Transfer Acknowledgment Form, and, shall maintain documentation supporting that examination; and
 - (iii) forward to the Accounting Department the original Wire Transfer Acknowledgment Form for comparison to the duplicate.
- (8) At the end of the month, a copy of the Wire Transfer Log shall be forwarded to the Accounting Department and reconciled with all Wire Transfer Acknowledgment Forms prepared during that month.

14. PROCEDURE FOR SENDING FUNDS BY WIRE TRANSFER

- (1) Whenever a Player requests the Tribal Gaming Operation to send funds by wire transfer to a financial institution on behalf of the Player, and the Tribal Gaming Operation elects to honor the request, the Player shall present to the General Cashier the cash, cash equivalents, Tribal Gaming Operation check, chips or plaques representing the amount sought to be transferred, or, in the case of a cash deposit, request that the unused balance of the cash deposit be transferred. In the case of a cash deposit, the Procedures set forth in these Standards for redemption of a cash deposit shall be observed.
- (2) The General cashier shall obtain from the Main Bank Cashier a Wire Transfer Request Form, a four-part serially prenumbered form, and shall record thereon, at a minimum, the information required below:
 - (a) The name of the Player;
 - (b) The date of the transaction;
 - (c) The amount of funds to be wire transferred, stated in numbers and in words;
 - (d) The source of funds to be transferred (cash, cash equivalent, Tribal Gaming Operation check, chips, plaques or cash deposit);
 - (e) The name and address of the financial institution to which the funds will be transferred and the account number to which the funds will be credited;
 - (f) The signature of the Player;
 - (g) The signature of the General Cashier; and
 - (h) The signature of the Main Bank Cashier.
- (3) Prior to obtaining the Player's signature on the Wire Transfer Request Form, the General cashier shall examine the Player's identification credentials and shall maintain documentation supporting that examination.
- (4) After securing the Player's signature, the General Cashier shall present the Wire Transfer Request Form to the Reserve Cash Cashier, who shall sign the form and retain the original and duplicate copy. The General Cashier shall retain the triplicate copy of the form and

shall give the Player the quadruplicate copy of the form as evidence of the Wire Transfer Request.

- (5) The Reserve Cash Cashier shall immediately forward the original Wire Transfer Request Form to the Accounting Department as authorization to effect the transfer, and shall retain the duplicate copy for agreement with the triplicate copy held by the General Cashier. At the end of the gaming day, and upon agreement of the duplicate and triplicate copies of the Wire Transfer Request Form, the Reserve Cash Cashier shall forward both copies of the form to the Accounting Department.
- (6) Upon receipt of the original Wire Transfer Request Form, the Accounting Department shall contact the Tribal Gaming Operation's bank to authorize the wire transfer of the funds and shall either:
 - (a) Record on the original Wire Transfer Request Form:
 - (i) the name and title of the person contacted at the Tribal Gaming Operation's bank;
 - (ii) the date and time that the wire transfer was authorized; and
 - (iii) the signature of the Accounting Department employee authorizing the wire transfer; or
 - (b) If the wire transfer is authorized by means of a direct computer link between the Tribal Gaming Operation and its bank, print a copy of the wire transfer authorization from the computer screen which shall:
 - (i) comply with the requirements of (6) (a) and (b) above; and
 - (ii) be attached to the original Wire Transfer Request Form.
- (7) At the end of the gaming day, the Accounting Department shall compare the duplicate and triplicate copies of the Wire Transfer Request Form to the original.

15. PROCEDURE FOR ACCEPTANCE, ACCOUNTING FOR AND REDEMPTION OF PLAYER'S CASH DEPOSITS

- (1) Whenever a Player requests that the Tribal Gaming Operation hold his or her cash, cash equivalents, gaming chips or plaques for subsequent use, and the Tribal Gaming Operation elects to honor the request, the Player shall deposit the cash, cash equivalents, gaming chips or plaques with a General Cashier.
- (2) A file for each Player shall be prepared either manually or by computer prior to the acceptance of a cash deposit from a Player by a Cage Cashier and such file shall include, at a minimum, the following:
 - (a) The name of the Player;
 - (b) The date and amount of each cash deposit initially accepted from the Player;
 - (c) The date and amount of each check initially accepted from the Player, as a draw against a cash deposit;
 - (d) The date and amount of each cash deposit redemption.
- (3) All information recorded on the customer deposit file shall be in accordance with the Tribal Gaming Operation's system of internal accounting controls.
- (4) A General Cashier accepting a deposit shall prepare a Customer Deposit Form and other necessary documentation evidencing such receipt.
- (5) Customer Deposit Forms shall be serially prenumbered, each series of Customer Deposit Forms shall be used in sequential order and the series numbers of all Customer Deposit Forms shall be accounted for by employees with no incompatible functions. All original, and duplicate void Customer Deposit Forms shall be marked "VOID" and shall require the signature of the preparer.
- (6) In the event Customer Deposit Forms are manually prepared, a prenumbered two-part form, at a minimum, shall be used.
- (7) In the event Customer Deposit Forms are computer prepared, each series of Customer Deposit Forms shall be a two-part form, at a minimum, and shall be inserted in a printer that will simultaneously print an original and

duplicate and store, in machine readable form, all information printed on the original and duplicate. The stored data shall not be susceptible to change or removal by any personnel after preparation of a Customer Deposit Form.

- (8) On the original and duplicate of the customer Deposit Forms, or in stored data, the General Cashier shall record, at a minimum, the following information:
 - (a) The name of the Player making the deposit;
 - (b) The total amount being deposited (numerical total and written amount);
 - (c) The date of the deposit;
 - (d) The signature of the General cashier or, if computer prepared, the identification code of the General cashier;
 - (e) The nature of the amount received (cash, cash equivalents, chips, plaques or wire transfer).
- (9) After preparation of the Customer Deposit Form the General Cashier shall obtain the Player's signature on the duplicate copy and shall distribute the copies in the following manner:
 - (a) Original copy given to the Player as evidence of the amount held on deposit by the Tribal Gaming Operation;
 - (b) Duplicate copy forwarded along with other necessary documentation to the Check Cashier who shall maintain the documents.
- (10) A Player shall be allowed to use the deposit at the gaming table by supplying information required by the Tribal Gaming Operation to verify the Player's identification.
- (11) The Pit Clerk shall ascertain, from the Cage, the amount of the Player deposit available and request the amount the Player wishes to use against this balance. The Pit Clerk shall prepare a Counter Check in compliance with these standards with the exception that the words "Customer Deposit Withdrawal" shall be recorded on the Counter Check in place of the name of the Player's bank.

- (12) Distribution of the counter Checks shall comply with these Standards.
- (13) The Player's deposit balance shall be immediately reduced by amounts equal to the Counter Checks issued in the Pit.
- (14) A Player may obtain a refund of his or her deposit or any unused portion of a deposit by requesting the refund from a General cashier or returning his or her copy of the Customer Deposit Form. The General Cashier shall verify the Player's identification and shall:
 - (a) Verify the unused balance with the Check Cashier;
 - (b) Have the Player sign the original of the Customer Deposit Forms;
 - (c) Prepare necessary documentation evidencing such refund containing the following information:
 - (i) date and shift of preparation;
 - (ii) amount refunded;
 - (iii) type of refund made (cash, check or wire transfer;
 - (iv) Player's name; and
 - (v) signature of the General Cashier preparing such documentation.
- (15) The General Cashier shall forward the original customer Deposit Form along with any other necessary documentation to the Check Cashier who shall compare the Player's signature and maintain the documents.
- (16) The Check Cashier shall return the original copies of the Counter Check to the General cashier who shall return it to the Player and refund the unused balance of the deposit to the Player at which time the General Cashier shall maintain the original copy of the Customer Deposit Form along with any other necessary documentation to evidence such refund.
- (17) A log of all customer Deposits received and returned, shall be prepared manually or by computer on a daily basis, by Check Cashiers and such log shall include, at a minimum, the following:

- (a) The balance of the customer Deposits on hand in the cage at the beginning of each shift;
 - (b) For Customer Deposits received and refunded:
 - (i) the date of the Customer Deposit or refund;
 - (ii) customer Deposit number;
 - (iii) the name of the Player; and
 - (iv) the amount of the Customer Deposit; or
 - (c) The balance of the Customer Deposits on hand in the Cage at the end of each shift.
- (18) The balance of the Customer Deposit on hand in the Cage at the "end of each shift shall be recorded as an outstanding liability and accounted for by the Check Cashier.

16. PROCEDURE FOR EXCHANGE OF CHECKS SUBMITTED BY GAMING PLAYERS

- (1) Except as otherwise provided in this Section, no employee of the Tribal Gaming Operation and no person acting on behalf of or under any arrangement with the Tribal Gaming Operation, shall:
 - (a) Cash any check, make any loan, or otherwise provide or allow to any Person any credit or advance of anything of value or which represents value to enable any Person to take part in gaming activity as a Player; provided, that nothing in these Standards shall restrict the use of any automatic device for providing cash advances on Players' credit cards or bank cards in accordance with normal commercial practices or restrict a third-party commercial check-cashing service from providing its services;
 - (b) Release or discharge any debt which is uncollectible, either in whole or in part, which represents any losses incurred by any Person in any gaming activity without maintaining a written record of the deposit, check return and collection efforts as required by these Standards; or
 - (c) Make any loan which represents any losses incurred by any Person in any gaming activity without receiving from said Player in exchange therefor, a check in the amount of said loan, which check shall conform with these Standards.
- (2) No employee of the Tribal Gaming Operation, and no Person acting on behalf of or under any arrangement with the Tribal Gaming Operation, may accept a check other than a recognized traveler's check or other cash equivalent, from any Person to enable such Person to take part in a gaming activity as a Player or may give cash or cash equivalents in exchange for such check unless the requirements of these Standards concerning check cashing, redeeming, consolidating, collecting and recording procedures are observed by the Tribal Gaming Operation and its employees and agents. For purposes of these Standards, a check received from a Person by Cage Cashiers may be presumed by the Tribal Gaming Operation not to be exchanged to enable such Person to take part in gaming activity as a Player, if the Tribal Gaming Operation shall cause to be posted at each General Cashier Station in the Cashiers' Cage a conspicuous sign that reads: "By law, personal checks cannot be exchanged for currency or coin to be used for gaming purposes."

- (3) All checks sought to be exchanged in the Gaming Facility by a Player shall be:
 - (a) Drawn on a bank and payable on demand;
 - (b) Drawn for a specific amount;
 - (c) Made payable to the Tribal Gaming Operation; and
 - (d) Currently dated and not post dated.
- (4) All checks sought to be exchanged at the Cage shall be:
 - (a) Presented directly to the General cashier who shall:
 - (i) restrictively endorse the check "for deposit only" to the Tribal Gaming Operation's bank account;
 - (ii) initial the check;
 - (iii) date and time stamp the check;
 - (iv) immediately exchange the check for currency and coin in an amount equal to the amount for which the check is drawn, not to exceed five hundred dollars (\$500.00) per Player per day, if such check is exchanged for the purpose of nongaming; and
 - (v) forward all redemption, consolidation and substitution checks to the Check Cashier and all nongaming checks to the Main Bank Cashier.
- (5) Cash equivalents shall only be accepted at the Cage by General Cashiers. Prior to acceptance of any cash equivalent from a Player, the General Cashier shall determine the validity of such cash equivalent by performing the necessary verification for each type of cash equivalent and such other procedures as may be required by the issuer of such cash equivalent. Prior to the acceptance of a cash equivalent made payable to the presenting Player, the General Cashier shall examine that Player's identification credentials to ensure the Player's identity and shall maintain documentation supporting that examination.
- (6) Prior to acceptance of a travelers check from a Player, the General cashier shall verify its validity by:

- (a) Requiring the Player to countersign the travelers check in the presence of the General Cashier;
 - (b) Comparing the countersignature with the original signature on the travelers check;
 - (c) Examining the travelers check for any signs of tampering, forgery or alteration; and
 - (d) Performing any other procedures which the issuer of the travelers check requires in order to indemnify the acceptor against loss.
- (7) Prior to the acceptance of any Tribal Gaming Operation check from a Player, the General Cashier shall examine the Player's identification credentials to ensure the Player's identity and shall maintain documentation supporting that examination.
- (8) A Player may obtain cash at the Cage to be used for gaming purposes by presenting an approved credit card to the General Cashier. Prior to the issuance of cash to a Player, the General Cashier shall verify through such credit card company the validity of the Player's credit card or shall verify through an approved electronic funds transfer company which, in turn, verifies through the credit card company the validity of the Person's credit card and shall obtain approval for the amount of cash the Person has requested. The General Cashier shall then prepare such documentation as required by the Tribal Gaming Operation to evidence such transactions and to balance the imprest fund prior to the issuance of the cash.
- (9) The following procedures and requirements for Counter Checks shall be observed:
- (a) Counter Checks shall be serially prenumbered forms;
 - (b) Each series of Counter Checks shall be used in sequential order, and the series numbers of all Counter Checks received by the Tribal Gaming Operation shall be accounted for by employees with no incompatible functions. The original and all copies of void Counter Checks shall be marked "VOID" and shall require the signature of the Pit Clerk.
 - (c) In the event that Counter Checks are manually prepared:

- (i) each series of Counter Checks shall be a five-part form, at a minimum, which consists of an original, a redemption copy, an accounting copy, an issuance copy and acknowledgment copy and shall be attached in a book that will permit an individual slip in the series and its copies to be written upon simultaneously while still contained in the book will allow for the removal of the original and all duplicate copies; and
 - (ii) access to the Counter Checks shall be maintained and controlled at all times by the Pit Clerks responsible for controlling of and accounting for the unused supply of Counter Checks and the preparation of Counter Checks for a Player's signature.
 - (d) In the event Counter Checks are computer prepared, each series of Counter Checks shall be a four-part form, at a minimum, which consists of an original, a redemption copy, an issuance copy and acknowledgment copy and shall be inserted in a printer that will simultaneously print an original and duplicates and store, in machine readable form, all information printed on the original and duplicates. The stored data shall not be susceptible to change or removal by any personnel after preparation of a Counter Check.
- (10) For each counter Check exchanged at a gaming table, the Pit Clerk shall:
- (a) Verify the Player's identify by either:
 - (i) obtaining the Player's signature on a form, which signature shall be compared to the original signature, or a computer generated facsimile thereof contained within the Player's credit file. The Pit Clerk shall sign the form indicating that the signature of the Player on the form appears to agree with the signature in the Player's credit file. Such form shall be attached to the accounting copy of the Counter Check exchanged by the Player prior to forwarding it to the Accounting Department in conformity with (14) below;
 - (ii) after the Player's identity has been verified by the Pit Clerk as required above, the

requirements for subsequent verification of the Player's identity during the same shift may be satisfied by the Pit Clerk signing a form attesting to the Player's identity before each subsequent Counter Check is exchanged. The form shall include the Player's name and the serial number of the initial Counter Check exchanged by the Player. such form shall be attached to the accounting copy of the Counter Check prior to forwarding it to the Accounting Department in conformity with (14) below; or

- (iii) obtaining the attestation of a Gaming Facility Supervisor as to the identity of the Player. The Gaming Facility Supervisor shall sign a form attesting to the Player's identity. Such form shall be attached to the accounting copy of the counter Check exchanged by the Player prior to forwarding it to the Accounting Department in conformity with (14) below.
- (b) Determine the Player's remaining credit limit from the Cage.
- (c) Prepare the Counter Check for a Player's signature by recording, at a minimum, on the face of the original and all duplicates of the Counter Check, with the exception of the acknowledgment copy which shall only have recorded on it, the game and table number, or in stored data, the following information:
 - (i) the name of the person exchanging the Counter Check;
 - (ii) the name of the Player's bank (required on the original copy only);
 - (iii) the current date and time;
 - (iv) the amount of the counter Check expressed in numerals;
 - (v) the game and table number; and
 - (vi) the signature of the preparer or, if computer prepared, the identification code of the preparer.
- (d) Place an impression on the back of the original Counter Check a restrictive endorsement "for

deposit only" to the Tribal Gaming Operation's bank account.

- (e) Present the original and all duplicate copies of the Counter Check to the Player for signature.
 - (f) Receive the signed Counter Check directly from the Player; the issuance copy, which is the equivalent of a Check Credit Slip, of the counter Check shall be immediately and directly given to the Dealer or Boxperson. In no instance shall the chips or plaques be given to the Player prior to the receipt of the issuance copy of the counter Check by the Dealer or Boxperson and,
 - (i) the original, redemption and acknowledgment copies of the Counter Check shall be expeditiously transported to the Cage where the original and redemption copies shall be maintained and controlled by the Check Bank Cashier;
 - (ii) the accounting copy of the Counter Check, if manually prepared, shall be maintained and controlled at all times by the Pit Clerk; and
 - (iii) the issuance copy of the counter Check shall be deposited by the Dealer or Boxperson in the Drop Box immediately after the issuance of chips or plaques to the Player.
- (11) In the event the Fill Bank Cashier receives the original, redemption and acknowledgment copies of the Counter Check, the Fill Bank Cashier shall sign and time stamp the acknowledgment copy of the Counter Check and expeditiously return it to the Pit Clerk via a Security Department employee or pneumatic tube system and shall transfer the original and redemption copies of the Counter Check to the Check Cashier in return for properly signed documentation.
- (12) In the event the Check Cashier receives the original, redemption and acknowledgment copies of the Counter Check directly from the Pit Clerk, whether through the use of the pneumatic tube system or transported by a Security Department employee the Check Cashier shall:
- (a) Sign and time stamp the acknowledgment copy and shall transmit it to the Pit Clerk via a Security Department employee or pneumatic tube system, and

shall maintain the original and redemption copies of the Counter Check.

- (13) The acknowledgment copy of the Counter Check returned to the Pit Clerk shall agree with the accounting copy and be maintained and controlled by the Pit Clerk.
- (14) At the end of the gaming activity each day, at a minimum, the following procedures and requirements shall be observed:
 - (a) The original and all copies of void Counter Checks and the accounting and acknowledgment copies of the Counter Check shall be forwarded by a representative of the Accounting or Security Department to the Accounting Department for agreement, on a daily basis, with the issuance copy of the Counter Check removed from the Drop Box or stored data.
 - (b) The redemption copy of a Counter Check maintained and controlled in conformity with (10) (f) (i) above shall be forwarded to the Accounting Department subsequent to the redemption, consolidation or deposit of the original Counter Check for agreement with the accounting and issuance copies of the Counter Check or stored data.

17. PROCEDURE FOR REDEMPTION, CONSOLIDATION OR SUBSTITUTION OF CHECKS SUBMITTED BY GAMING PLAYERS.

- (1) The drawer of a Counter Check may redeem it by exchanging cash, cash equivalents, gaming chips, plaques, or any combination of another check, cash, cash equivalents, gaming chips or plaques. If a drawer has more than one Counter Check outstanding, such checks shall be redeemed in reverse chronological order (the most recently dated check shall always be redeemed first). If more than one check bears the same date, the drawer may choose the order in which he or she wishes to redeem the identically dated checks.
- (2) The drawer of a Counter Check may consolidate some or all Counter Checks by exchanging another counter Check in an amount equal to the total of Counter Checks previously exchanged.
- (3) The drawer of a Counter Check may substitute a personal check for the Counter Check.
- (4) All consolidations, total or partial redemptions or substitutions of checks by Players shall be made at the Cashiers' Cage. Consolidation or redemption of nongaming checks shall not be allowed.
- (5) No employee of the Tribal Gaming Operation or any other person acting on behalf of or under any arrangement with the Tribal Gaming Operation shall accept any check or series of checks in redemption, consolidation or substitution of another check or checks for the purpose of avoiding or delaying the deposit of a check or checks in a bank for collection or payment within the time periods specified in these Standards.
- (6) Upon acceptance of cash or cash equivalents, gaming chips and plaques, or another check in redemption, consolidation or substitution of a check(s), the cashier shall immediately return to the Player the check(s) being redeemed, consolidated or substituted. If such redemption, consolidation or substitution is accomplished by the acceptance of another check, the Cashier accepting such check shall date and time stamp the check, place his or her initials on the check, and record on the check the serial number of the Counter Check(s) being redeemed, consolidated or replaced.

18. PROCEDURES FOR GRANTING CREDIT, AND RECORDING CHECKS EXCHANGED, REDEEMED OR CONSOLIDATED.

- (l) A credit file for each Player shall be prepared by a Cage Cashier or credit Department employee with no incompatible functions either manually or by computer prior to the Gaming Operation's approval of a Player's credit limit. All Player credit limits and changes thereto shall be supported by the information contained in the credit file. Such file shall contain a credit application form upon which shall be recorded, at a minimum, the following information provided by the Player:
- (a) The Player's name;
 - (b) The address of the Player's residence;
 - (c) The number of years at that address;
 - (d) The telephone number at the Player's residence;
 - (e) Employment information including:
 - (i) the name of the Player's employer, or an indication of self employment or retirement;
 - (ii) type of business;
 - (iii) the Player's position;
 - (iv) number of years employed;
 - (v) the Player's business address; and
 - (vi) the Player's business telephone number.
 - (f) Banking information including:
 - (i) the name and location of the Player's bank; and
 - (ii) the account number of the Player's personal checking account upon which the Player is individually authorized to draw and upon which all Counter Checks and all checks used for substitution, redemption or consolidation will be drawn. Checking accounts of sole proprietorships shall be considered as personal checking accounts. Partnership or

corporate checking accounts shall not be considered personal checking accounts.

- (g) The credit limit requested by the Player;
 - (h) The approximate amount of all outstanding indebtedness;
 - (i) The amount and source of income and assets in support of the requested credit limit; and
 - (j) The Player's signature indicating acknowledgment of the following statement, which shall be included at the bottom of every credit application form containing the information required to be submitted by the Player pursuant to this subsection: "I certify that I have reviewed all of the information provided above and that it is true and accurate. I authorize (insert the name of the Tribal Gaming Operation) to conduct such investigations pertaining to the above information as it deems necessary for the approval of my credit limit. I am aware that I may be subject to civil or criminal liability if any material information provided by me is willfully false."
- (2) A Cage Cashier or Credit Department employee with no incompatible functions shall record the following information in the credit file prior to the Gaming Operation's approval of a Player's credit limit:
- (a) A physical description of the Player which shall include, but not be limited to, the following:
 - (i) date of birth;
 - (ii) height;
 - (iii) weight;
 - (iv) hair color; and
 - (v) eye color.
 - (b) The type of identification credentials examined containing the Player's signature and whether said credentials included a photograph or general physical description of the Player; and
 - (c) A statement and the signature of the Cage Cashier or Credit Department employee with no incompatible

functions indicating that the signature of the Player in the credit file appears to agree with the signature on the identification credentials presented by the Player and that the physical description of the Player appears to agree with the Player's actual appearance. The date and time of the signature of the Cage Cashier or Credit Department employee shall be recorded either mechanically or manually contemporaneously with the transaction.

- (3) Prior to the Tribal Gaming Operation's approval of the Player's credit limit, a Credit Department employee with no incompatible functions shall:
 - (a) Verify the address of the Player's residence;
 - (b) Verify the Player's outstanding indebtedness; and
 - (c) Verify the Player's personal checking account information which shall include, but not be limited to, the following:
 - (i) type of account (personal or sole proprietorship);
 - (ii) account number;
 - (iii) date the account was opened;
 - (iv) average balance of the account for the last twelve months, if available {if this information is not available, such shall be noted in the credit file);
 - (v) current balance in the account, if available (if this information is not available such shall be noted in the credit file);
 - (vi) whether the Player can sign individually on the account; and
 - (vii) name and title of the person supplying the information.
- (4) All verifications performed by the Credit Department in (3) above together with any accurate and verifiable information received from the Tribal Gaming Operation's Security and Surveillance Departments shall be recorded in the credit file and accompanied by the signature of the Credit Department employee who performed the required

verifications or filed the relevant information. The date and time of the signature of the credit Department representative shall be recorded either mechanically or manually contemporaneously with the transaction. The Credit Department shall fulfill the requirements of (3) above as follows:

- (a) Verification of the address of the Player's residence, as required by (3) (a) above, shall be satisfied by confirming the Player's address with a credit bureau or bank. If neither of these sources has the Player's address on file or will not provide the information, the Credit Department may use an alternative source which shall not include any identification credentials required in (2) (b) above or other documentation presented by the Player at the Tribal Gaming Operation. The Credit Department shall record the source of verification and the method by which such verification was performed in the Player's credit file. Verification of the Player's address may be performed telephonically.
- (b) Verification of the Player's outstanding indebtedness, as required by (3) (b) above, shall be performed by contacting any consumer credit bureau which possesses information concerning the Player. If such contact is not immediately possible, the Credit Department may use an alternative source which has made the required contact. The Credit Department shall record the source of verification and the method by which such verification was performed in the Player's credit file. If either one or both of these credit bureaus do not have information relating to a Player's outstanding indebtedness this shall be recorded in the Player's credit file. The verification may be performed telephonically prior to the credit approval provided the Credit Department requests written documentation of all information obtained as soon as possible and includes such written documentation in the Player's credit file. All requests for written documentation shall be maintained in the Player's credit file until such documentation is obtained.
- (c) Verification of the Player's personal checking account information, as required by (3) (c) above, shall be performed by the Credit Department or a bank verification service directly with the Player's bank. If such information is not

immediately available, the Credit Department may use an alternative source. The credit department shall record the source of verification and the method by which such performed in the Player's credit file. The verification may be performed telephonically prior to the credit approval provided the Credit Department or bank verification service requests written documentation of all information obtained as soon as possible and such written documentation is included in the Player's credit file. All requests for written documentation shall be maintained in the Player's credit file until such documentation is obtained. If a bank verification service is used as a primary source of verification, the Credit Department shall, in addition to complying with any other requirement imposed by this Section, record the date that the Player's personal checking account information was obtained from the bank by the service.

- (5) The credit limit, and any changes thereto, must be approved by any one or more of the individuals holding the job positions of Vice President of Gaming Operations, Credit Manager, Assistant Credit Manager, Credit Shift Manager, Credit Executive or a credit Committee composed of Tribal Gaming Operation employees with no incompatible functions which may approve credit as a group but whose members may not approve credit individually unless such person is included in the job positions referenced above. The approval shall be recorded in the credit file and shall include:
 - (a) Any other information used to support the credit limit and any changes thereto, including the source of the information, if such information is not otherwise recorded pursuant to this Section;
 - (b) A brief summary of the key factors relied upon in approving or reducing the requested credit limit and any changes thereto;
 - (c) The reason credit was approved if derogatory information was obtained during the verification process; and
 - (d) The signature of the employee approving the credit limit. The date and time of the signature shall be recorded either mechanically or manually contemporaneously with the transaction.

- (6) Prior to approving a credit limit increase, an employee of the Credit Department shall:
- (a) Obtain a written request from the Player which shall include:
 - (i) date and time of the Player's request;
 - (ii) amount of credit limit increase requested by the Player; and
 - (iii) signature of the Player.
 - (b) Verify the Player's current Tribal Gaming Operation credit limits and outstanding balances;
 - (c) Verify the Player's outstanding indebtedness and personal checking account information, as required by (3) (b) and (3) (c) above, unless such procedures have been performed within the previous six months;
 - (d) consider the Player's "Player Rating" based on a continuing evaluation of the amount and frequency of play subsequent to the Player's initial receipt of credit. The Player's "Player Rating" shall be readily available to representatives of the Credit Department prior to their approving a Player's request for a credit limit increase. The information for a Player Rating shall be recorded on a Player Rating Form by the Gaming Operation Facility or put directly into the Tribal Gaming Operation's computer system, which information shall include, but not be limited to, the following:
 - (i) Player's name;
 - (ii) game and table number;
 - (iii) average bet;
 - (iv) approximate length of time played;
 - (v) rating as determined by the Gaming Facility Manager, his or her designee or computer system;
 - (vi) signature (or name, if computer system is used) of the Gaming Facility Supervisor responsible for providing the Player's "Player Rating" information; and

- (vii) date of observations.
 - (e) Include the information and documentation required by paragraphs (a) through (c) above and the Player's "Player Rating" indicated at the time the credit increase is approved in the Player's credit file.
- (7) Credit limit increases may be approved without performing the requirements of (c) above if the increases are temporary and are noted as being for This Trip Only (TTO) in the credit file. Temporary increases shall be limited to two during any thirty (30) day period and the total amount of the temporary increases during that period shall not exceed ten (10) percent of the currently approved credit limit.
- (8) The credit Department shall:
- (a) comply with the requirements of either (b) or (c) below whenever:
 - (i) a Player's credit file has been inactive for a six month period; or
 - (ii) a Player has failed to completely pay off his or her credit balance at least once within a six (6) month period; or
 - (iii) a check is returned to the Tribal Gaming operation by a Player's bank; or
 - (iv) any information is received by the Credit Department which reflects negatively on the Player's continued credit worthiness; or
 - (v) the information in the Player's credit file which must be verified pursuant to (3) (a) through (3) (c) above, has not been verified for a twelve (12)-month period.
 - (b) Reverify the Player's address, outstanding balances, outstanding indebtedness, and personal checking account information, as required by (3) (a) through (3) (c) above.
 - (c) Suspend the Player's credit privileges. If a Player's credit privileges have been suspended, the procedures required by (3) (a) through (3) (c) above shall be performed before that Player's credit privileges are reinstated; provided, however, if

the suspension is the result of the requirement of (8) (a) (iii) above, the gaming operation may alternatively reinstate the Player's credit privileges by complying with the requirements of (9) below.

- (9) Any Player having a check returned to the Tribal Gaming Operation unpaid by the Player's bank shall have his or her credit privileges suspended at the Tribal Gaming Operation until such time as the returned check has been paid in full or the reason for the derogatory information has been satisfactorily explained. All documentation obtained from any consumer credit bureau shall be maintained in the Player's credit file. If the Tribal Gaming Operation desires to continue the Player's credit privileges on the basis of a satisfactory explanation having been obtained for the returned check, it may do so if the Tribal Gaming Operation records the explanation for its decision in the credit file before accepting any further checks from the Player along with the signature of the Credit Department representative accepting the explanation.
- (10) All transactions affecting a Player's outstanding indebtedness to the Tribal Gaming Operation shall be recorded in chronological order in the Player's credit file and credit transactions shall be segregated from the safekeeping deposit transactions. The following information shall be included:
 - (a) The date, amount and check number of each Counter Check initially accepted from the Player;
 - (b) The date, amount and check number of each consolidation check and the check numbers of the checks returned to the Player;
 - (c) The date, method, amount and check number of each redemption transaction and the check number of the redeemed check returned to the Player;
 - (d) The date, amount and check number of each substitution transaction and the check number of the check returned to the Player;
 - (e) The date, amount and check number of each check deposited;
 - (f) The date, amount and check number of each check returned to the Tribal Gaming Operation by the Player's bank and the reason for its return;

- (g) The outstanding balance after each transaction; and
 - (h) The date, amount and check number of any checks which have been partially or completely written off by the Gaming Operation and a brief explanation of the reason for such write-off.
- (11) A log of all counter Checks exchanged and of all checks received for redemption, consolidation or substitution shall be prepared, manually or by computer, on a daily basis, by Check Cashiers and such log shall include, at a minimum, the following:
- (a) The balance of the checks on hand in the cashier's Cage at the beginning of each shift;
 - (b) For checks initially accepted and for checks received for consolidation, substitution;
 - (i) the date of the check;
 - (ii) the name of the drawer of the check;
 - (iii) the amount of the check;
 - (iv) the counter Check serial number(s) for Counter Check(s) received; and
 - (v) an indication as to whether the check was initially accepted or received in a redemption, consolidation or substitution.
 - (c) For checks deposited, redeemed by Players for cash or cash equivalents, gaming chips and plaques, or any combination thereof, consolidated or replaced:
 - (i) the date on which the check was deposited, redeemed, consolidated or replaced;
 - (ii) the name of the drawer of the check;
 - (iii) the amount of the check;
 - (iv) the Counter Check serial number(s) for Counter Check(s) deposited, redeemed, consolidated or replaced; and
 - (v) an indication as to whether the check was deposited, redeemed, consolidated or replaced.

- (d) The balance of the check on hand in the Cashier's Cage at the end of each shift.
- (12) A list of all Counter Checks on hand, and of all checks received for redemption, consolidation or, substitution shall be prepared, manually or by computer, on a monthly basis, at a minimum, and shall include the following:
- (a) The date of the check;
 - (b) The name of the drawer of the check;
 - (c) The amount of the check; and
 - (d) The Counter Check serial number(s) for counter Check(s) received.
- (13) At the end of gaming activity each day, at a minimum, the following procedures shall be performed:
- (a) The daily total of the amounts of checks initially recorded as described in (11) (b) above shall agree with the daily total of Counter Checks issued;
 - (b) The daily total of the checks indicated as deposited in the log required by (11) (c) above shall be verified by employees with no incompatible functions with the bank deposit slips corresponding to such checks; and
 - (c) The balance required by (11) (d) above shall agree with the total of the checks on hand in the Cashiers Cage.
- (14) All information recorded in the credit file shall be in accordance with the system of internal accounting control contained in these standards.
- (15) All actions to establish or modify a Player's credit limit and all credit transactions as recorded in the cashier's Cage shall be reported in writing or by computer transmission to the Surveillance Department as soon as practicable, within the same gaming day.

19. PROCEDURE FOR DEPOSITING CHECKS RECEIVED FROM GAMING PLAYERS

- (1) All checks, unless redeemed or consolidated prior to the time requirements herein, received from gaming Players in conformity with these Standards shall be deposited in the Tribal Gaming Operation's bank account in accordance with the Tribal Gaming Operation's normal business practice, but in no event later than:
 - (a) The banking day after the date of the check for a non-gaming check;
 - (b) seven (7) calendar days after the date of the check for a check in the amount of \$1,000 or less;
 - (c) Fourteen (14) calendar days after the date of the check for a check in an amount greater than \$1,000 but less than or equal to \$5,000; or
 - (d) Forty-five (45) calendar days after the date of the check for a check in an amount greater than \$5,000.
- (2) All checks received for consolidation in conformity with these Standards shall be deposited in the Tribal Gaming Operation's bank account within:
 - (a) Seven (7) calendar days after the date of the initial check for a consolidating check where the consolidating check is in an amount of \$1,000 or less;
 - (b) Fourteen (14) calendar days after the date of the initial check for a consolidating check where the consolidating check is in an amount greater than \$1,000 but less than or equal to \$5,000; or
 - (c) Forty-five (45) calendar days after the date of the initial check for a consolidating check where the consolidating check is in an amount greater than \$5,000.
- (3) All checks received as part of a redemption in conformity with these Standards shall be deposited in the Tribal Gaming Operation's bank account within:
 - (a) Seven (7) calendar days after the date of the initial check if the initial check is in the amount of \$1,000 or less;
 - (b) Fourteen (14) calendar days after the date of the initial check if the initial check is in an amount

greater than \$1,000 but less than or equal to \$5,000;
or

- (c) Forty-five (45) calendar days after the date of the initial check if the initial check accepted is in an amount greater than \$5,000.
- (4) In computing a time period prescribed by this Section, the last day of the period shall be included unless it is a Saturday, Sunday, or a State or Federal holiday, in which event the time period shall run until the next business day.
- (5) In the event of a series of consolidation or redemption transactions with a Player, the initial check shall be the earliest dated check returned to the Player in the first of the series of consolidation or redemption transactions.
- (6) Any check deposited into a bank will not be considered cleared until a reasonable time has been allowed for such check to clear the bank.

20. PROCEDURE FOR COLLECTING AND RECORDING CHECKS RETURNED TO THE GAMING OPERATION AFTER DEPOSIT

- (1) All dishonored checks returned by a bank ("returned checks") after deposit shall be returned directly to, and controlled by, Accounting Department employees who shall have no incompatible functions.
- (2) No person other than one employed in a separate collection section within the Accounting Department and one who has no incompatible functions may engage in efforts to collect returned checks except that an Attorney-At-Law representing the Tribal Gaming Operation may bring action for such collection. Any verbal or written communication with Players regarding collection efforts, shall be documented in the collection section.
- (3) Continuous records of all returned checks shall be maintained by Accounting Department employees with no incompatible functions. Such records shall include, at a minimum, the following:
 - (a) The date of the check;
 - (b) The name and address of the drawer of the check;
 - (c) The amount of the check;
 - (d) The date(s) the check was dishonored;
 - (e) The Counter check serial number for Counter Checks; and
 - (f) The date(s) and amount(s) of any collections received on the check after being returned by a bank.
- (4) A check dishonored by a bank may be immediately redeposited if there is sufficient reason to believe the check will be honored the second time.
- (5) Statements shall be sent to Players, by Accounting Department employees with no incompatible functions, immediately upon initial receipt of a returned check or immediately upon receipt of a check returned for a second time if the check was immediately redeposited pursuant to (4) above and on a quarterly basis thereafter until collection efforts are discontinued and such statements shall include, but not be limited to, the following:
 - (a) The name and address of the drawer;

- (b) The date of the check;
 - (c) The amount of the check; and
 - (d) The date(s) and amount(s) of any collections received on the check after being returned by the bank.
- (6) Players to whom statements are sent shall be advised of a return address and department to which replies shall be sent.
- (7) Employees with no incompatible functions shall receive directly and shall initially record all such collections.
- (8) Copies of statements and other documents supporting collection efforts shall be maintained and controlled by Accounting Department employees.
- (9) A record of all collection efforts shall be recorded and maintained by the collection section within the Accounting Department.

21. PROCEDURE FOR ACCEPTING CASH AT GAMING TABLES

- (1) The cash shall be spread on the top of the gaming table by the Dealer or Boxperson accepting it in full view of the Player who presented it and the Gaming Facility Supervisor at such gaming table;
- (2) The amount of cash shall be announced by the Dealer or Boxperson accepting it in a tone of voice calculated to be heard by the Player who presented the cash and the supervisor at such gaming table; and
- (3) Immediately after an equivalent amount of gaming chips or plaques has been given to the Player, the cash shall be taken from the top of the gaming table and placed by the Dealer or Boxperson into the Drop Box attached to the gaming table.

22. ACCEPTANCE OF GRATUITIES FROM PLAYERS

- (1) No Gaming Facility employee shall solicit and no Gaming Facility employee directly concerned with Management, Accounting, Security and Surveillance Departments, shall accept any tip or gratuity from any Player at the Gaming Facility where he or she is employed.
- (2) The Tribal Gaming Operation shall establish a procedure for accounting for all tips received by employees.
- (3) Upon receipt from a Player of a tip, a Dealer at a gaming table shall tap the table or wheel and extend his or her arm to show the Gaming Facility Supervisor that he has received a tip and immediately deposit such tip in the Tip Box. Tips received shall be pooled among employees in such manner as determined by the Tribal Gaming Operation.

23. RULES FOR TABLE GAMES

Only those table games appearing in Appendix A of this Compact may be conducted. The written rules of each table game (based on the rules of operation described in Appendix A) relevant to the method of Play and Odds paid to Winning Bets shall be submitted to the Commission and the Board and shall be both visibly displayed and available in pamphlet form for Players of the Gaming Facility. Betting limits applicable to any gaming table shall be displayed at such gaming table. The published rules of each game shall assure that the game will be operated in a manner which is honest and fair to gaming Players. The Tribe will provide the Commission and the Board with ten (10) days advance notice of any modification to the rules of any approved game and will provide adequate notice to Players to notify them of the rules to be in effect. Summaries of the rules of each table game (based on the rules of operation ascribed in Appendix A) relevant to the method of Play and Odds paid to Winning Bets shall be visibly displayed in the Gaming Facility and betting limits applicable to any gaming table shall be displayed at such gaming table.

24. TABLE INVENTORIES AND PROCEDURE FOR OPENING TABLES FOR GAMING

- (1) Whenever a gaming table is opened for gaming, operations shall commence with an amount of gaming chips, coins and plaques to be known as the "Table Inventory" and the Tribal Gaming Operation shall not cause or permit gaming chips, coins or plaques to be added to or removed from such table inventory during the gaming day except:
 - (a) In exchange for cash, check, or credits presented by gaming Players in conformity with the provisions of these Standards;
 - (b) In payment of winning wagers and collection of losing wagers made at such gaming table;
 - (c) In exchange for gaming chips and plaques received from a Player having an equal aggregate face value; and
 - (d) In conformity with the Fill and credit procedures described in these standards.
- (2) Each Table Inventory and the Table Inventory Slip prepared in conformity with the procedures set forth in these Standards shall remain at the table during non-gaming hours in a locked, clear container or cover which shall be clearly marked on the outside with the game and the gaming table number to which it corresponds. The information on the Table Inventory Slip shall be visible from the outside of the container or cover. All containers, if removed from a table, shall be stored in the Cashier's Cage during non-gaming hours.
- (3) The keys to the locked containers containing the Table Inventories shall be maintained and controlled by the Gaming Facility Department in a secure place and shall at no time be made accessible to any Cashier's Cage personnel or to any person responsible for transporting such table inventories to or from the gaming tables.
- (4) Whenever gaming tables are to be opened for gaming activity, the locked container securing the Table Inventory and the Table Inventory Slip shall be unlocked by the Gaming Facility Supervisor at such table.
- (5) A Dealer or Boxperson at the gaming table shall count the contents of the container in the presence of the Gaming Facility Supervisor at such table and shall agree with the count on the Opener removed from the container.

- (6) Signatures attesting to the accuracy of the information on the Opener shall be placed on such Opener by the Dealer or Boxperson at the table and the Gaming facility Supervisor that observed the Dealer or Boxperson count the contents of the container.
- (7) When discrepancies arise between the amount shown on the Opener and the amounts counted, the Gaming Facility Supervisor shall immediately notify:
 - (a) The security Department;
 - (b) A Commission Inspector; and
 - (c) The Assistant Gaming Facility Shift Manager, Gaming Facility Shift Manager, Assistant Gaming Facility Manager or the Gaming Facility Manager.
 - (i) the Gaming Facility Supervisor, in the presence of a Security Department Representative and a Commission Inspector, will then have the Dealer or Boxperson recount the table inventory and prepare a correct Table Inventory Slip to reflect the actual, verified table inventory. The Gaming Facility Supervisor will then write "Correct Opener" across the top of the verified new Table Inventory Slip and "Incorrect Opener" across the top of the incorrect Opener. The Gaming Facility Supervisor and the Dealer or Boxperson will then follow the proper signature procedures for the "Correct Opener." The Assistant Gaming Facility Shift Manager, Gaming Facility Shift Manager or above will then sign both the "Correct Opener" and the "Incorrect Opener" Table Inventory Slips. The security Department Representative will prepare the standard security report on the incident and will make copies of the "Correct Opener", "Incorrect Opener" and the security report for immediate distribution to the Security Department, the commission and the Board. The Gaming Facility supervisor will then attach the "Correct Opener" to the "Incorrect Opener" and observe the Dealer or Boxperson place them in the Drop Box. At the same time the Gaming Facility Supervisor will attach the correct and incorrect accounting copies of the Opener and then forward them to the Pit Clerk.

- (8) After the contents of the container have been counted and the signing of the Opener, such slip shall be immediately deposited in the Drop Box attached to the gaming table by the Dealer or Boyperson after the opening of such table.

25. PROCEDURE FOR DISTRIBUTING GAMING CHIPS, COINS AND PLAQUES TO GAMING TABLES

- (1) A request for Fill ("Request") shall be prepared by a Gaming Facility Supervisor to authorize the preparation of a Fill Slip ("Fill") for the distribution of gaming chips, coins and plaques to gaming tables. The Request shall be prepared in a duplicate form and restricted to Gaming Facility Supervisors.
- (2) On the original and duplicate of the Request, the following information, at a minimum, shall be recorded:
 - (a) The date, time, and shift of preparation;
 - (b) The denomination of gaming chips, coins or plaques to be distributed to the gaming tables;
 - (c) The total amount of each denomination of gaming chips, coins or plaques to be distributed to the gaming tables;
 - (d) The game and table number to which the gaming chips, coins or plaques are to be distributed;
 - (e) The signature of the Gaming Facility supervisor; and
 - (f) The signature of the Security Department employee.
- (3) After preparation of the Request, the original of such Request shall be transported directly to the cashier's Cage.
- (4) The duplicate copy of the Request shall be placed by the Dealer or Boxperson in public view on the gaming table to which the gaming chips, coins or plaques are to be received. Such duplicate copy shall not be removed until the chips, coins and plaques are received at which time the Request and Fill are deposited in the Drop Box.
- (5) If Fills are computer prepared and the input data required for preparation of a Fill is entered by, and ability to input is restricted to, a Gaming Facility Supervisor and a Gaming Facility Clerk, and the printing of the Fill, which shall be in the Cashier's Cage, is a direct result of such input, subsections (1), (2), (3) and (4) of this Section may be ignored.
- (6) A Fill shall be prepared by a Chip Bank Cashier or, if computer prepared, by a Chip Bank cashier, a Gaming

Facility Supervisor, or a Gaming Facility Clerk whenever gaming chips, coins and plaques are distributed to the gaming tables from the Cashier's Cage.

- (7) Fills shall be serially pre-numbered forms, and each series of Fills shall be used in sequential order, and the series of numbers of all Fills received by a Gaming Facility shall be accounted for by employees with no incompatible functions. All the originals and duplicates of voided Fills shall be marked "VOID" and shall require the signature of the preparer.
- (8) The following procedures and requirements shall be observed with regard to Fills:
 - (a) Each series of Fills shall be in triplicate to be kept in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still located in the dispenser and that will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser;
 - (b) Access to the triplicate copy of the Fill shall be maintained and controlled at all times by employees responsible for controlling and accounting for the unused supply of Fills, placing Fills in the dispensers and removing from the dispensers, each day, the triplicate copies remaining therein. These employees shall have no incompatible functions.
- (9) On all three (3) copies of the Fill, the preparer shall record, at a minimum, the following information:
 - (a) The denomination of the gaming chips, coins or plaques being distributed;
 - (b) The total amount of each denomination of gaming chips, coins or plaques being distributed;
 - (c) The total amount of all denominations of gaming chips, coins or plaques being distributed;
 - (d) The game and table number to which the gaming chips, coins or plaques are being distributed;
 - (e) The date, time and shift during which the distribution of gaming chips, coins or plaques occur; and

- (f) The signature of the preparer.
- (10) Upon preparation, the time of preparation of the Fill shall be recorded on the original and the duplicate.
- (11) All gaming chips, coins or plaques distributed to the gaming tables from the Cashier's Cage shall be transported directly to the gaming tables from the Cashier's Cage by a Security Department employee who shall agree with the Request to the Fill and sign the original of the Request, maintained at the Cashier's cage, before transporting the gaming chips, coins or plaques and the original and duplicate copies of the Fill for signature.
- (12) Signatures attesting to the accuracy of the information contained on the original and duplicate copies of the Fills shall be, at a minimum, of the following personnel at the following times:
 - (a) The Fill Bank Cashier upon preparation;
 - (b) The Security Department employee transporting the gaming chips, coins or plaques to the gaming table upon receipt from the cashier of gaming chips, coins or plaques to be transported;
 - (c) The Dealer or Boxperson assigned to the gaming table upon receipt at such table from the Security Department employee of gaming chips, coins or plaques at such table; and
 - (d) The Gaming Facility Supervisor at the gaming table upon receipt of the gaming chips, coins or plaques at such table.
- (13) Upon meeting the signature requirements as described in subsection (11), the Security Department employee who transported the gaming chips, coins or plaques and the original and duplicate copies of the Fill to the table, shall observe the immediate placement by the Dealer or Boxperson of the duplicate Fill and duplicate Request in the Drop Box attached to the gaming table to which the gaming chips, coins or plaques were transported and return the original Fill to the Fill Bank where the original Fill and Request shall be maintained together and controlled by employees independent of the Gaming Facility Department.

- (14) The original and duplicate "Void" Fills, the original Request and the original Fill, maintained and controlled in conformity with paragraph (12) shall be forwarded to:
- (a) The count team for agreement with the duplicate copy of the Fill and duplicate copy of the Request removed from the Drop Box, after which the original and duplicate copy of the Request and the original and duplicate copy of the Fill shall be forwarded to the Accounting Department for agreement, on a daily basis, with the triplicate; or
 - (b) The Accounting Department for agreement, on a daily basis, with the duplicate Fill and duplicate copy of the Request removed from the Drop Box with the triplicate.

2. PROCEDURE FOR REMOVING GAMING CHIPS AND COINS FROM GAMING TABLES

- (1) A request for Credit ("Request") shall be prepared by a Gaming Facility Supervisor to authorize the preparation of a Credit ("Credit") for the removal of gaming chips, coins and plaques to the Cashier's Cage. The Request shall be in duplicate form and access to such form shall, prior to use, be restricted to Gaming Facility Supervisors.
- (2) On the original and the duplicate copy of the Request the following information, at a minimum, shall be recorded:
 - (a) The date, time and shift of preparation;
 - (b) The denomination of gaming chips, coins or plaques to be removed from the gaming table;
 - (c) The total amount of each denomination of gaming chips, coins or plaques to be removed from the gaming table;
 - (d) The game and table number from which the gaming chips, coins or plaques are to be removed; and
 - (e) The signature of the Gaming Facility Supervisor and Dealer or Boyperson at the gaming table from which gaming chips, coins or plaques are to be removed.
- (3) Immediately upon preparation of a Request and transfer of gaming chips, coins or plaques to a Security Department employee, a Gaming Facility Supervisor shall obtain on the duplicate copy of the Request, the signature of the Security Department employee to whom the gaming chips, coins or plaques were transferred and, the Dealer or Boyperson shall place the duplicate copy of the Request in public view on the gaming table from which the gaming chips, coins or plaques were removed, and such Request shall not be removed until a Credit is received from the Fill Bank at which time the Request and Credit are deposited in the Drop Box.
- (4) The original of the Request shall be transported directly to the cashier's Cage by the security Department employee who shall at the same time transport the gaming chips, coins or plaques removed from the gaming table.
- (5) A credit shall be prepared by a Chip Bank cashier or, if computer prepared, by a Chip Bank Cashier, a Gaming Facility supervisor, or a Gaming Facility Clerk whenever

gaming chips, coins or plaques are removed from the gaming tables to the Cashier's Cage.

- (6) Credits shall be serially prenumbered forms, each series of credits shall be used in sequential order and the series number of all credits received by the Gaming Facility shall be accounted for by employees with no incompatible functions. Thereafter, all original and duplicate copies of credits shall be marked "VOID" and shall require the signature of the preparer.
- (7) The following procedures and requirements shall be observed with regard to credits:
 - (a) Each series of Credits shall be a three part form and shall be inserted in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still locked in the dispenser, which will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser.
 - (b) Access to the triplicate shall be maintained and controlled at all times by employees responsible for controlling and accounting for the unused supply of Credits, placing Credits in the dispensers, and removing from the dispensers, each day, the triplicates remaining therein. These employees shall have no incompatible functions.
- (8) On all three (3) copies of a Credit, the preparer shall record, at a minimum, the following information:
 - (a) The denomination of the gaming chips, coins or plaques removed from the gaming table to the Cashier's Cage;
 - (b) The total amount of each denomination of gaming chips, coins or plaques removed from the gaming table to the cashier's cage;
 - (c) The total amount of all denominations of gaming chips, coins, or plaques removed from the gaming table to the Cashier's Cage;
 - (d) The game and table number from which the gaming chips, coins or plaques were removed;
 - (e) The date, time and shift during which the removal of gaming chips, coins or plaques occurs; and

- (f) The signature of the preparer.
- (9) Upon preparation, the time of preparation of the Credit shall be recorded on the original and duplicate copy.
- (10) Signatures attesting to the accuracy of the information contained on the original and the duplicate copy of a Credit shall be, at a minimum, the following personnel at the following times:
 - (a) The Fill Bank Cashier upon preparation;
 - (b) The Security Department employee transporting the gaming chips, coins and plaques to the Cashier's Cage;
 - (c) The Dealer or Boxperson at the gaming table upon receipt at such table from the Security Department employee; and
 - (d) The Gaming Facility Supervisor at the gaming table upon receipt at such table.
- (11) Upon meeting the signature requirements as described in paragraph (10), the Security Department employee transporting the original and duplicate copy of the credit to the gaming table, shall observe the immediate placement by the Dealer or Boxperson of the duplicate copies of the Credit and Request in the Drop Box attached to the gaming table from which the gaming chips, coins or plaques were removed. The Security Department employee shall expeditiously return the original Credit to the Fill Bank where the original of the credit and Request shall be maintained together, and controlled by employees independent of the Gaming Facility Department.
- (12) The original and duplicate copy of a "Void" Credit and the original Request and Credit, maintained and controlled in conformity with subsection (11) shall be forwarded to:
 - (a) The Count Team with the duplicate Credit and the duplicate Request removed from the Drop Box, after which the Request and the original and duplicate Credit shall be forwarded to the Accounting Department for agreement, on a daily basis, with the triplicate; or
 - (b) The Accounting Department, on a daily basis, with the duplicate copies of the credit and Request removed from the Drop Box with the triplicate.

27. PROCEDURE FOR SHIFT CHANGES AT GAMING TABLES

- (1) Whenever gaming tables are to remain open for gaming activity at the conclusion of a shift, the gaming chips, coins and plaques remaining at the gaming tables at the time of the shift change shall be counted by either the Dealer or Boxperson at the outgoing shift and the Dealer or Boxperson at the incoming shift, or the Dealer or Boxperson at the gaming table at the time of a Drop Box shift change which does not necessarily coincide with an employee shift change. The count shall be observed by the Gaming Facility Supervisor at the table game at the time of a Drop Box shift change.
- (2) The gaming chips, coins and plaques counted shall be recorded on the Table Inventory Slip by the Gaming Facility Supervisor at the gaming table of the outgoing shift or the Gaming Facility Supervisor at the gaming table at the time of the Drop Box shift change.
- (3) Table Inventory Slips shall be three-part serially prenumbered forms and on the original of the Slip ("Closer"), the duplicate of the Slip ("Opener"), and on the triplicate, which is maintained and controlled by the Accounting Department, the Gaming Facility supervisor shall record the following:
 - (a) The date and identification of the shift-ended;
 - (b) The game and table number; and
 - (c) The total value of each denomination of gaming chips, coins, and plaques remaining at the table.
- (4) Signatures attesting to the accuracy of the information recorded on the Table Inventory Slips shall be of either the Dealer or Boxperson and the Gaming Facility Supervisor at the incoming and outgoing shifts or the Dealer or Boxperson and the Gaming Facility Supervisor at the gaming table at the time of a Drop Box shift change.
- (5) Upon meeting the signature requirements as described in paragraph (4), the Closer shall be deposited in the Drop Box that is attached to the gaming table immediately prior to the change of shift at which time the Drop Boxes shall then be removed and the Opener shall be deposited in the replacement Drop Box that is to be attached to the gaming tables immediately following the change of shift. The triplicate shall be forwarded to the Accounting Department by the Pit Clerk.

28. PROCEDURE FOR CLOSING GAMING TABLES

- (1) Whenever the gaming activity at each gaming table is concluded, the gaming chips, coins and plaques on the gaming table shall be counted by the Dealer or Boyperson at the gaming table and observed by a Gaming Facility Supervisor at the gaming table.
- (2) The gaming chips, coins and plaques counted shall be recorded on a Table Inventory Slip by the Gaming Facility supervisor at the gaming table.
- (3) Table Inventory Slips shall be three-part serially prenumbered forms and on the original of the Slip (Closer), the duplicate of the Slip (Opener), and on the triplicate, which is maintained and controlled by the Accounting Department, the Gaming Facility Supervisor shall record the following:
 - (a) The date and identification of the shift ended;
 - (b) The game and table number;
 - (c) The total value of each denomination of gaming chips, coins and plagues remaining at the tables; and
 - (d) The total value of all denominations of gaming chips, coins and plagues remaining at the gaming table.
- (4) Signatures attesting to the accuracy of the information recorded on the Table Inventory Slips at the time of closing the gaming tables shall be of the Dealer or Boyperson and the Gaming Facility Supervisor at the gaming table who observed the Dealer or Boyperson count the contents of the Table Inventory.
- (5) Upon meeting the signature requirements specified in paragraph (4), the Closer shall be deposited in a Drop Box attached to the gaming table immediately prior to the closing of the table.
- (6) Upon meeting the signature requirements specified in paragraph (4), the Opener and the gaming chips remaining at the table shall be locked in the clear container provided for that purpose as specified in these Standards.
- (7) At the end of each gaming day, if the locked containers are transported to the Cashier's Cage, a cage Cashier

shall determine that all specified locked containers have been returned or, if the locked containers are secured to the gaming table, a Gaming Facility Supervisor shall account for all the locked containers.

- (8) The triplicate copy of the Table Inventory Slip shall be forwarded to the Accounting Department by the Pit Clerk.

29. COUNT ROOM: CHARACTERISTICS

- (1) There shall be a room specifically designated for counting the contents of Drop Boxes which shall be known as the Count Room. The Count Room shall be designed and constructed to provide maximum security for the materials housed therein and maximum security shall be maintained during the transport of funds between the Count Room and the Cashier's Cage.
- (2) The Count Room shall include at a minimum, the following:
 - (a) A metal door equipped with two separate locks securing the interior of the count room, the keys to which shall be different from each other and from the keys to the locks securing the contents of the Drop Boxes, and one key shall be maintained and controlled by the Security Department in a secure area within the Security Department, access to which may be gained only by a designated Security Department employee, and the other key maintained and controlled by the Commission;
 - (b) The Security Department shall establish a sign-out procedure for all keys removed from the Security Department; and
 - (c) An alarm device connected to the entrance of the Count Room in such a manner as to cause a signalling to the monitors of the Closed Circuit Television System in the Gaming Facility's surveillance Monitor Room whenever the door to the Count Room is opened.
- (3) Located within the count Room shall be:
 - (a) A table constructed of clear glass or similar material for the emptying, counting and recording of the contents of the Drop Boxes which shall be known as the "Count Table";
 - (b) Closed Circuit Television cameras and microphones wired to monitoring rooms capable of, but not limited to, the following:
 - (i) effective and detailed audio-video monitoring of the entire count process;
 - (ii) effective, detailed video-monitoring of the count Room, including storage cabinets or trolleys used to store Drop Boxes; and

- (iii) audio-video taping of the entire count process and any other activities in the Count Room.

30. PROCEDURE FOR COUNTING AND RECORDING CONTENTS OF DROP BOXES

- (1) The contents of Drop Boxes shall be counted and recorded in the Count Room in conformity with these Standards.
- (2) The Tribal Gaming Operation shall notify the Commission and the Board whenever the contents of Drop Boxes removed from gaming tables are to be counted and recorded, which, at a minimum, shall be once each gaming day.
- (3) The opening, counting, and recording of the contents of Drop Boxes shall be performed in the presence of an Inspector and by those employees assigned by the Tribal Gaming Operation for the conduct of the count ("Count Team") with no incompatible functions. To gain entrance to the count Room, an Inspector may be required to present an official identification card containing his or her photograph issued by the Commission.
- (4) Immediately prior to the opening of the Drop Boxes, the doors to the Count Room shall be securely locked and except as otherwise authorized by this Standard, no person shall be permitted to enter or leave the Count Room, except during a normal work break or in an emergency, until the entire counting, recording and verification process is completed.
- (5) Immediately prior to the commencement of the count, one Count Team member shall notify the person assigned to the Closed Circuit Television monitoring station in the Gaming Facility that the count is about to begin, after which such a person shall make an audio-video recording, with the time and date inserted thereon, of the entire counting process which shall be retained by the Surveillance Department under the procedures for audio-video tapes provided for in Section 6 of this Appendix.
- (6) Procedures and requirements for conducting the Count shall be the following:
 - (a) As each Drop Box is placed on the count Table, one count Team Member shall announce, in a tone of voice to be heard by all persons present and to be recorded by the audio recording device, the game, table number, and shift marked thereon;
 - (b) The contents of each Drop Box shall be emptied and counted separately on the count table, which procedures shall be at all times conducted in full view of the Closed circuit Television cameras located in the Count Room;

- (c) Immediately after the contents of a Drop Box are emptied onto the Count Table, the inside of the Drop Box shall be held up to the full view of a Closed Circuit Television Camera and shall be shown to at least one other Count Team member and the Commission Inspector to confirm that all contents of the Drop Box have been removed, after which the Drop Box shall be locked and placed in the storage area for Drop Boxes;
- (d) The contents of each Drop Box shall be segregated by a Count Team member into separate stacks on the count table by denominations of coin and currency and, by type of form, record or document;
- (e) Each denomination of coin and currency shall be counted separately by at least two Count Team members who shall place individual bills and coins of the same denomination on the Count Table in full view of the Closed circuit Television cameras, and such count shall be observed and the accuracy confirmed orally or in writing, by at least one other Count Team Member;
- (f) As the contents of each Drop Box are counted one Count Team member shall record or verify on a Master Game Report, by game, table number, and shift, the following information:
 - (i) the total amount of currency and coin counted;
 - (ii) the amount of the Opener;
 - (iii) the amount of the Closer;
 - (iv) the serial number and amount of each Counter Check;
 - (v) the total amount of all Counter Checks;
 - (vi) the serial number and amount of each Fill;
 - (vii) the total amount of all Fills;
 - (viii) the serial number and amount of each Credit;
 - (ix) the total amount of all Credits; and
 - (x) the Win or Loss.

- (g) After the contents of each Drop Box have been counted and recorded, one member of the count Team shall record by game and shift, on the Game Master Game Report, the total amounts of currency and coin, Table Inventory Slips, Counter Checks, Fills and Credits counted, and Win or Loss, together with such additional information as may be required on the Master Game report by the Tribal Gaming Operation;
 - (h) Notwithstanding the requirements of paragraphs (f) and (g), if the Tribal Gaming Operation's system Of Accounting and Internal Controls provides for the recording on the Master Game Report of Fills, Credits, and Table Inventory Slips by Cage Cashiers prior to the commencement of the count, a Count Team member shall compare for agreement the serial numDers and totals of the amounts recorded thereon to the Fills, Credits, and Table Inventory Slips removed from the Drop Boxes;
 - (i) Notwithstanding the requirements of paragraphs (f) and (g), if the Tribal Gaming Operation's System of Accounting and Internal Controls provides for the Count Team functions to be comprised only of counting and recording currency and coin, credits and Counter Checks, Accounting Department employees with no incompatible functions shall perform all other counting, recording and comparing duties herein;
 - (j) After completion and verification of the Master Game Report, each Count Team member and the Inspectors shall sign the report attesting to the accuracy of the information recorded thereon.
 - (k) At no time after the Inspector has signed the Master Game Report shall any change be made to it without prior written approval of the commission and the Board.
- (7) Procedures and requirements at the conclusion of the count for each gaming shift shall be the following:
- (a) All cash removed from each Drop Box after the initial count shall be presented in the count Room by a Count Team member to a Main Bank Cashier who, prior to having access to the information recorded on the Master Game Report and in the presence of the Count Team and the Inspector(s), shall recount, either manually or mechanically, the cash received,

after which the Inspector shall sign the report evidencing his or her presence during the count and the fact that both the Main Bank Cashier and Count Team have agreed on the total amount of cash counted;

- (b) The issuance copies of Counter Checks shall be forwarded directly to the Accounting Department;
 - (c) The top copy of the Master Game Report, after signing, and the Requests for Fills, the Fills, the Requests for Credits, the Credits, and the issuance copies of Counter Checks and the Table Inventory Slips removed from Drop Boxes shall be transported directly to the Accounting Department and shall not be available to any Cashier's Cage personnel;
 - (d) A duplicate of the Master Game Report, but no other document referred to in this Standard whatsoever, shall be retained by the Inspector; and
 - (e) If the Tribal Gaming Operation's System of Accounting and Internal control does not provide for the forwarding from the Main Bank Cashier's Cage of the duplicate of the Fills, Credits, Request for Credits, Request for Fills, such documents recorded or to be recorded on the Master Game Report shall be transported from the Count Room directly to the Accounting Department.
- (8) The originals and copies of the Master Game Report, Request for Fills, Fills, Request for Credits and Table Inventory Slips in the Accounting Department shall, on a daily basis, be:
- {a) Compared for agreement with each other, on a test basis, by persons with no recording responsibilities and to triplicates or stored data;
 - (b) Reviewed for the appropriate number and propriety of signatures on a test basis;
 - (c) Accounted for by series numbers, if applicable;
 - (d) Tested for proper calculation, summarization, and recording;
 - (e) Subsequently recorded; and
 - (f) Maintained and controlled by the Accounting Department.

31. SIGNATURES

- (1) Signatures shall:
 - (a) Be, at a minimum, the signer's first initial and last name;
 - (b) Be immediately adjacent to or above the clearly printed or preprinted title of the signer and his or her License Number; and
 - (c) Signify that the signer has prepared forms, records and documents, and/or authorized, observed and/or participated in a transaction to a sufficient extent to attest to the accuracy of the information recorded thereon, in conformity with these Standards and the Tribal Gaming Operation's System of Accounting and Internal control.
- (2) Signature records shall be prepared for each person required by these standards to sign or initial forms, records, and documents and shall include specimens of signatures and initials and titles of signers. Such signature records shall be maintained on a dated Signature card file, alphabetically by name and securely stored within the Accounting Department. The signature records shall be adjusted, on a timely basis, to reflect changes of personnel.

TRIBAL-STATE COMPACT

Between the
ST. REGIS MOHAWK
TRIBE and the
STATE OF NEW YORK

APPENDIX C:

Chart of Accounts

Appendix C

The St. Regis Mohawk Tribe ("Tribe"), or any enterprise of a Gaming Facility operating under the authority of the Tribe, shall maintain complete and accurate records of all transactions relating to the revenues and costs of the gaming facility. The records shall be maintained for a period of seven (7) years from their respective dates of initiation and shall be maintained in secure storage on the Tribe's land.

The forms of such accounts shall be consistent with Generally Accepted Accounting Principles and provide for effective disclosure of financial information. Based on these records, financial statements shall be prepared after the end of each fiscal year presenting the financial position, results of operations, and changes in net worth and cash flow together with a comparison to the previous fiscal year. These statements shall serve as the basis for determining the net profit or loss of Gaming Facility operations. An annual audit of the financial statements shall be conducted by a professionally qualified Independent Certified Public Accountant using generally accepted auditing standards. The parties shall mutually agree upon a list of accounting firms with experience in auditing gaming facilities from which the Tribe may select one.

The annual financial statements shall be prepared and issued not later than ninety (90) days after the close of the fiscal year and must be certified by the Independent Certified Public Accountant. Two manually signed copies of the certified financial statement and accompanying audit report shall be filed with the Tribe Gaming Agency within ten (10) days of completion.

The Tribe will require the Independent certified Public Accountant to submit to the state Gaming Agency (or other agency designated by the state) a letter or statement certifying that the financial statements of the Tribal gaming operation present fairly, in all material respects, the financial position and results of operations in conformity with generally accepted accounting principles. This letter or statement by the Independent Certified Public Accountant will be submitted on the same day that the annual financial statements and accompanying audit report are filed with the Tribal Gaming Agency, as required by the previous paragraph.

The Tribe also will be responsible for submitting certain reports to the State Racing and Wagering Board (or other agency designated by the State) regarding material weaknesses in accounting and internal controls and the discharge of the Independent Certified Accountant, as required by the provisions of Appendix B.

The Chart of Accounts and prototype financial statements comprising the remainder of this Appendix are for illustration purposes only and should not be considered as definitive or mandatory. However, the accounting structures shown are similar to those used in other gaming activities nationally and can serve as the basis for State-Tribe agreement in developing specific accounts for games included in this Compact. The standards adopted in the State-Tribe Compact must meet or exceed those of this illustrative Chart of Accounts.

Prototype Financial statement
BALANCE SHEET

Assets

Current Assets:

Cash and Cash equivalents
Marketable securities
Accounts receivables, less
allowance for uncollectibles
Prepaid expenses
Other current assets
Total current assets

Properties and Equipment, at Cost:

Land
Buildings
Furnishings and equipment
Other
Less accumulated depreciation
Net properties and equipment

Other Assets:

Deferred charges
Long-term receivables Other
non-current assets
Total assets

Liabilities

Current liabilities:

Current portion of long-term debt
Accounts payable and accrued expenses
Notes Payable
Current portion of long-term debt
Other
Total current liabilities
Long-term debt, less current portion
Other non-current liabilities
Total liabilities

Equity

Contributed capital
Retained earnings
Total equity
Total liabilities and equity

Prototype Financial statement
STATEMENT OF (NET)
INCOME

Revenues

Gaming Facility:

Baccarat-Punto Banco
Bang
Beat the Dealer
Bell Jars
Best Poker Hand
Big Nine
Big Six
Blackjack
Card Wheel
Chuck-A-Luck
Color Wheel
craps (Dice)
Fruit Wheel
Hazard
Horse Race Game
Horse Race Wheel
Joker Seven
Keno
Merchandise Wheels
Mini-Baccarat
Money Wheel
Pai Gow Poker
Red Dog/Acey Ducey
Roulette
Super Pan Game
Under and Over Seven
Other

Food and Beverage

Other

Total operating revenues

Expenses

Operating:

- Food and Beverage
- Promotional allowance
- Gaming Facility operations
- Gaming Facility maintenance
- Administrative: Selling and General
- Depreciation and Amortization
- Total operating expenses
- Net operating income

Nonoperating expenses (revenues):

- Interest expense
- Interest income
- Other
- Nonoperating income
- Net income

CHART OF ACCOUNTS -- TEXT

ASSETS

Cash

Gaming Facility cashier balance

Includes total balance of the Gaming Facility Cashier for all forms of cash, assets similar to cash, and credit instruments, including cash, undeposited patrons' checks, total gaming total chips, reserve chips, and patrons' deposits.

Gaming Facility cashier balance - contra account for other than cash assets

This account shall be used at the end of each accounting period to distribute the total balance to the correct balance sheet accounts. Undeposited patrons' checks, gaming chips, plaques, and patrons' deposits must be distributed to the correct accounts. The balance in this account shall be reversed as of the beginning of each accounting period.

Rouse banks and imprest change funds

This account shall include all change funds maintained by the Cashiers in the various departments of the Gaming Operation, including Front Desk cashiers and Food and Beverage Cashiers, but excluding the Gaming Facility Cashiers.

Cash in banks

This account shall include all unrestricted demand deposits in banks.

Cash equivalents

This account shall include the value of financial instruments with a maturity of less than three months.

Marketable securities

This account shall include the aggregate cost of marketable securities held by the operator or management of the Gaming Facility.

Investment Accounts

These accounts shall include all funds in interest bearing or other types of investment accounts.

Receivables and Patrons' Checks

Undeposited Patrons' checks

This account shall include the total amount of Patrons' checks, representing outstanding counter checks and personal checks, being held pending initial deposit by the Gaming Facility Cashier. This account shall include the total amount of patrons' checks cashed for other than gaming purposes, as necessary, but shall not reflect the check cashing fees for same.

Returned Patrons' checks

This account shall include the total amount of patrons' checks held by the accounting department which have been previously deposited but returned by the bank as uncollected.

Accounts Receivable

This account shall include the total amount of outstanding indebtedness by patrons to the Tribal Gaming Operation as a result of the extension of credit under the requirements of Appendix B.

Allowance for uncollectible amounts - Patrons' checks

This account shall include the estimated amount of the Patrons' checks currently held as either undeposited or returned which will ultimately be uncollectible.

Allowance for uncollectible amounts - other

This account shall include the estimated amount of all other uncollectible amounts.

Other patrons' fees

This account shall include the total amount of fees collected from Patron check cashing services offered by the Gaming Facility.

Credit card Receivables

This account shall include all amounts due the Gaming Facility from commercial credit card companies.

Other Receivables

This account shall include all other receivables not included elsewhere.

Prepaid Expenses

Credit card fees

This account shall include the amounts due the Gaming Facility by commercial credit card companies.

Prepaid insurance

This account shall include all unamortized amounts of insurance premiums.

Prepaid licensing fees

This account shall include the unamortized amounts of prepaid licensing fees.

Prepaid rent

This account shall include all unamortized prepaid amounts of rent payments.

Other prepaid expenses

This account shall include all unamortized prepaid amounts, other than licenses and permits, taxes, insurance, interest and rent.

Land. Buildings. Improvements and Equipment

This group of accounts shall include all real property, buildings, improvements, and equipment. The actual Chart of Accounts used by the Tribal Gaming Operation will contain precise descriptions for each fixed asset to avoid ambiguity and potential classification errors. Each category description also will include examples of the fixed assets to be included in each account.

Land

This account shall include the cost of all land purchased.

Land improvements

This account shall include the cost of all improvements to land.

Buildings

This account shall include the cost of all buildings.

Building improvements

This account shall include the cost of all improvements to buildings.

Construction in progress

This account shall include the accumulated cost of property which is under construction, including capitalized interest, and has not been placed in use.

Furnishings and equipment

This account shall include the cost of major furnishings and equipments, other than those items under capital leases such as transportation equipment. Furnishings and equipment included in this account are items such as carpets, draperies, mechanical and electrical equipment and furniture.

Leased real property under capital leases

This account shall include the carrying value of qualified real property under capital leases. The carrying value shall be determined under the provisions of Statement of Financial Accounting Standards No. 13.

Leasehold improvements

This account shall include the cost of qualified investments in improvements made to leased property.

Other property and equipment

This account shall include the cost of all other property and equipment not specifically accounted elsewhere.

Accumulated Depreciation and Amortization

Accounts shall be established to include the accumulated amounts of depreciation and amortization for each category of property and equipment, and depreciation and amortization shall be recorded monthly for each, except land and construction in progress.

Other Assets

Refundable Deposits Non-current

This account shall include security and miscellaneous deposits with others, such as public utility companies and governmental agencies.

Cash surrender value of life insurance

This account shall include the current cash surrender value of insurance policies on the lives of Officers and others under which the Tribal Gaming Operation is the beneficiary.

Goodwill

This account shall include the excess purchase price paid over the fair market value of the net assets acquired in a business combination.

Preopening costs

This account shall include any preopening costs such as systems development, employee recruitment and training, etc.

Entertainment Production Costs

This account shall include entertainment costs for the Tribal Gaming Facility.

Other deferred costs

This account shall include the charges for services and expenses which have been incurred but are expected to benefit future periods.

Accumulated amortization -deferred costs

This account shall include any licensing

costs, fees related to organization and financing costs associated with long-term debt.

Accumulated amortization - other assets

This account shall include all assets not provided for elsewhere including such items as the cost of saleable or transferable licenses.

LIABILITIES

Accounts Payable

Trade accounts - due to others

This account shall include all amounts due to others for services or purchases of items such as food and beverage inventories, supplies, and equipment.

Employee tips payable

This account shall include all amounts collected by the Tribal Gaming Operation but payable to Employees as tips from guests and patrons.

Other accounts payable

This account shall include any amounts payable to vendors for services or purchases which are not specifically provided here.

Notes Payable and Current Portion of Long-term Debt

Short term notes payable to others

This account shall include all amounts payable by the Tribal Gaming Operation to others on notes with original maturities of one year or less.

Current portion of debt -others

This account shall include all amounts due within the next twelve months on debt obligations collateralized by qualified cumulative investments and due others.

Current portion of long-term debt - due to others

This account shall include all amounts due within the next twelve months on debt obligations due to others, other than those included elsewhere.

Current portion of debt - line of credit

This account shall include all amounts due within the next twelve months on debt obligations from a line of credit with any third party.

Current portion of capital lease obligations

This account shall include all amounts due within the next twelve months on capital lease obligations due others.

Unredeemed Gaming Chips, Plaques and Patrons' Deposits

Table Inventory

This account shall include the total "face value" of chips and plaques on the gaming tables. The "face value" is defined as the amount for which chips and plaques are redeemable in cash.

Chips and plaques in custody of the gaming facility cashier

This account shall include the total "face value" of chips and plaques in the custody of the Gaming Facility cashier. A reversing entry shall be made at the beginning of each accounting period.

Chips and plaques issued - current series

This account shall include the total "face value" of the chips and plaques series currently in use by the Tribal Gaming Operation. This account shall represent the amount of chips and plaques placed in circulation other than those remaining on hand.

Chips and plaques issued - reserve series

This account shall include the total "face value" of any series of chips and plaques purchased by the Tribal Gaming Operation and held as a backup or reserve for the series currently in use.

Chips and plaques issued - reserve series

This account shall represent the total "face value" of the reserve series of chips and plaques which are in the custody of the Tribal Gaming Operation.

Unredeemed gaming chips and plaques - past series

This account shall represent the net liability for past series of chips and plaques which are no longer in use by the Tribal Gaming Operation, but are still outstanding with Patrons, and have not been credited to income.

Patrons' deposits

This account shall include all amounts on deposit by Patrons with the Gaming Facility cashier.

Other Accrued Expenses

Accrued salaries and wages

This account shall include all amounts accrued as expenses but not yet paid to Employees and Officers for salaries and wages.

Accrued bonuses

This account shall include all amounts accrued as expenses but not yet paid to Employees and Officers for bonuses.

Accrued pension/profit sharing contributions

This account shall include all amounts accrued as expenses but not yet paid to pension and profit sharing funds as contributions.

Accrued vacation

This account shall include all amounts accrued as expenses but not yet paid to Employees for earned time off.

Accrued interest

This account shall include all amounts accrued as expenses but not yet paid to lenders for interest.

Accrued advertising

This account shall include all amounts accrued as expenses but not yet paid to advertisers for advertising.

Accrued rent

This account shall include all amounts accrued as expenses but not yet paid to landlords for rent.

Other accrued expenses

This account shall include all accrued liability amounts for expenses not specifically provided for elsewhere.

Other Current Liabilities

Due to owners - management fees

This account shall include all amounts payable to owners for management fees due within the next twelve months.

Due to owners - other

This account shall include all amounts payable to owners for amounts, other than management fees, due within the next twelve months.

Other current liabilities

This account shall include all current liabilities, such as deferred credits, not specifically provided for elsewhere.

Long-Term Debt and Other Non-current Liabilities

Long-term debt - non-current portion

This account shall include all amounts due after the next twelve months on debt obligations due others.

Capital lease obligations - long-term portion

This account shall include all amounts due after the next twelve months on capital lease obligations due to others.

Other non-current liabilities

This account shall include amounts due after the next twelve months on debt or

lease obligations not specifically provided for elsewhere.

Other deferred credits

This account shall include amounts for deferred credits not included elsewhere.

EQUITY

Retained earnings/deficit

This account shall include the accumulated undistributed earnings/deficit.

Partners' or Proprietors' Equity

Contributed capital

This account shall include the amount of capital paid in or investment made in the Gaming Facility by the partners or proprietor with funds from sources other than profits.

Capital withdrawals

This account shall include the accumulated capital withdrawals made by the owners.

GAMING FACILITY

The Gaming Facility Department accounts shall include all revenue and attributable to expenses the Gaming Facility Departments-and Cashiers' Cage.

Revenue from Allowable Games

There shall be a separate account for each game (Blackjack, craps, Roulette, Big Six and such others as may be included in the Compact), which shall be credited with the win or charged with the loss from each type of game.

Revenue from Food and Beverage and other Concessions

Food sales

This account shall be credited with income derived from food and beverages sales on the premises.

Parking Fees

This account shall be credited with income derived from parking fees.

vending Machine Income

This account shall be credited with all income derived from vending machines. Any cost of merchandise related to this revenue shall be charged to this account.

Commissions

This account shall be credited with income from any taxicab, pay telephone, tour or sightseeing operators as well as any other commission basis services in conjunction with operation of the Tribal Gaming Operation.

Accommodations

This account shall be credited with income from room rentals in premises owned and operated by the St. Regis Tribe in conjunction with the Gaming Facility.

Other Income

This account shall be credited with any other income directly attributable to the Gaming Facility, including write-offs of unredeemed gaming chips and counter checks.

Payroll and Related Expenses

Salaries and wages - other Employees

This account shall be charged with all salaries and wages for Employees of the Gaming Facility Department who are not Officers and/or owners of the Tribal Gaming Operation. This category of

expense includes overtime premium, holiday, vacation, and sick pay. Included in this group of Employees shall be Gaming Facility Managers, Shift Bosses, Pit Bosses, Floormen, Dealers, and Employees in the Cashiers' cage.

Salaries and wages - officers and owners

This account shall be charged with all salaries and wages for Employees of the Gaming Facility department who are also Officers and/or Owners of the Tribal Gaming Operation.

Payroll benefits

This account shall be charged with all group insurance, employee meals, and other benefit expenses attributable to Employees of the Gaming Facility.

Other payroll costs

This account shall be charged with all other payroll costs not included elsewhere.

Other Expenses

Cash overages and shortages

This account shall be charged and credited with all overages and shortages of the Gaming Facility Cashiers.

Complimentary Services - food, beverages, coupon redemptions,travel

This account shall be charged with, in such sub-accounts as may be necessary, the retail values of all complimentary services including beverages, food, travel, and the retail value of any coupon redemption items including coupon redemptions for food, beverages and/or travel.

Complimentary services -coupon redemption cash

This account shall be charged with the value of coupons redeemed for cash authorized by the management enterprise. This account shall apply to coupon

redemption programs which entitle patrons to redeem coupons for complimentary cash including, but not limited to, bus coupons.

Complimentary services - other

This account shall be charged with the retail value of other complimentary goods and services not accounted for elsewhere.

Gaming Facility management fees

This account shall be charged with all fees paid under management contracts for the Gaming Facility Operation.

Gaming Facility management fees - other

This account shall be charged with all fees paid for other than management contracts.

Professional fees

This account shall be charged with all fees paid to independent Auditors, Accountants, Management Consultants, Attorneys, State Regulatory entities and others providing such services.

Operating supplies

This account shall be charged with the cost of all operating supplies used in the Gaming Facility. Included shall be the cost of playing cards, chips, dealing shoes, dice, etc.

Cost of Food and Beverage

This account shall be charged with the costs of food and beverages served, other than complimentary items.

Provision for uncollectible Patrons' checks

This account shall be charged with the estimated amount of uncollectible patrons' checks accepted during the period. The contra entry shall be to the account established for allowance for uncollectible Patrons' checks.

Provision for uncollectible non-gaming Gaming Facility accounts

This account shall be charged with the

estimated amount of uncollectible non-gaming Gaming Facility receivables.

Gains and losses on foreign currency transactions

This account shall be charged with any differences between the exchange value of Patrons' checks, collected in a foreign currency and the original value of the counter checks issued to Patrons.

Tournament prizes

This account shall be charged with all amounts paid as tournament prizes.

Promotional prizes

This account shall be charged with all amounts paid as promotional prizes. Examples of such items include drawings and give aways.

Costs associated with promotions

This account shall be charged with costs associated with promotions. Examples of such items include materials, equipment, displays and labor.

Other Operating Expenses

This account shall be charged with any other costs which are not included elsewhere.

Executive Department Payroll and
Related Expenses

Salaries and wages - other Employees

This account shall be charged with all salaries and wages for Employees of the Executive Department who are not officers of the Tribe. This category of expense includes overtime are premium, holiday, and sick pay. Included in this group of Employees shall be Executive Secretaries, Clerks, etc.

Salaries and wages - Officers and owners

This account shall be charged with all salaries and wages for Employees of the

Executive Department who are also
Officers of the Tribe.

Payroll benefits

This account shall be charged with all group insurance, employee meals, and other benefit expenses attributable to Employees of the Executive Department.

Surveillance Department
Payroll and Related Expenses

Salaries and wages - other Employees

This account shall be charged with all salaries and wages for Employees of the Surveillance Department who are not Officers of the Tribe. This category of expense includes overtime premium,

holiday, vacation, and sick pay. Included in this group of Employees shall be Surveillance Camera operators and Viewers, etc.

Salaries and wages - Officers and owners

This account shall be charged with all salaries and wages for Employees of the Surveillance Department who are also Officers of the Tribe.

Payroll benefits

This account shall be charged with all group insurance, employee meals, and other benefit expenses attributable to Employees of the surveillance Department.

Internal Audit Department
Payroll and Related Expenses

Salaries and wages - other Employees

This account shall be charged with all salaries and wages for Employees of the Internal Audit Department who are not Officers of the Tribe. This category of expense includes overtime premium,

holiday, vacation, and sick pay.
Included in this group of Employees
shall be Internal Auditors and
Associated Staff.

Salaries and wages - Officers

This account shall be charged with all salaries
and wages for Employees of the Internal Audit
Department who are also Officers of the Tribe.

Payroll benefits

This account shall be charged with all group
insurance, employee meals, and other benefit
expenses attributable to Employees of the
Internal Audit Department.

Credit Department
Payroll and Related Expenses

Salaries and wages - other Employees

This account shall be charged with all salaries
and wages for Employees of the Credit
Department who are not Officers of the Tribe.
This category of expense includes overtime
premium, holiday, vacation, and sick pay.
Included in this group of Employees shall be
Credit Managers, Verifiers, etc.

Salaries and wages - Officers

This account shall be charged with all salaries
and wages for Employees of the credit
Department who are also Officers of the Tribe.

Payroll benefits

This account shall be charged with all group
insurance, employee meals, and other benefit
expenses attributable to Employees of the credit
Department.

Security Department
Payroll and Related Expenses

Salaries and wages - other Employees

This account shall be charged with all salaries and wages for Employees of the Security Department who are not Officers of the Tribe. This category of expense includes overtime premium, holiday, vacation, and sick pay. Included in this group of Employees shall be Security Guards, Security Supervisors, and other Employees of the Security Department.

Salaries and wages - Officers

This account shall be charged with all salaries and wages for Employees of the Security Department who are also Officers of the Tribe.

Payroll benefits

This account shall be charged with all group insurance, employee meals, and other benefit expenses attributable to Employees of the Security Department.

Gaming Facility Accounting Department
Payroll and Related Expenses

Salaries and wages - other Employees

This account shall be charged with all salaries and wages for Employees of the Gaming Facility Accounting Department who are not Officers of the Tribe. This category of expense includes overtime premium, holiday, vacation, and sick pay. Included in this group of Employees, shall be Supervising Accountants, Accountants, and other Employees in the Accounting Department.

Salaries and wages - Officers

This account shall be charged with all salaries and wages for Employees of the Gaming Facility Accounting Department

who are also Officers of the Tribe.

Payroll benefits

This account shall be charged with all group insurance, employee meals, and other benefit expenses attributable to Employees of the Gaming Facility Accounting Department.

Other Expenses

Energy costs

This account shall be charged with the cost of fuels and electricity to provide light, power, climate controls and other energy for Gaming Facility operations.

Water This account shall be charged with the cost of water purchased from water utilities. In addition, any bottled water purchased for drinking purposes shall also be charged to this account.

Waste Removal

This account shall be charged with the costs of waste removal.

Other Utilities

This account shall be charged with the cost of utilities and associated services not otherwise recorded.

RENT, OTHER CHARGES AND INSURANCE

Rent

This account shall be charged with all amounts paid as rent or lease payments for real property or personal property.

Insurance on building and contents

This account shall be charged with the monthly amortization of the cost of insuring the Gaming Facility Building and contents against damage, destruction by fire, weather, etc. Amounts paid for

general insurance such as liability insurance shall be amortized elsewhere.

OTHER REVENUE AND EXPENSES

Nonoperating Income and Expenses

Interest Income

This account shall be credited with all interest income earned from investments, notes and other receivables, and time deposits.

Interest income on other approved eligible investments

This account shall be credited with other income and miscellaneous credits related to other approved eligible investments.

Dividend income

This account shall be credited with all dividends from investments in securities.

Gain or loss on disposal of property

This account shall be credited with all gains and charged with all losses on the disposal of property and equipment.

Realized gain or loss on marketable equity securities

This account shall be charged with all losses and credited with all gains resulting from the sale of marketable equity securities. The gain or loss shall be computed as the difference between the net selling price and the carrying value.

Unrealized gain or loss on current marketable equity securities

This account shall be charged with (loss) or credited with (gain) the change during the current accounting period in any excess of the carrying value over the current market value for marketable equity securities.

Other nonoperating income and credits

This account shall be credited with all

income and miscellaneous credits not specifically provided for in other account classifications.

Other nonoperating expenses and charges

This account shall be charged with all expenses and miscellaneous debits not specifically provided for in other account classifications.

Extraordinary Items and Accounting changes

Extraordinary credits

This account shall be credited with all income and credits which meet the definition of extraordinary credits.

Extraordinary charges

This account shall be charged with all expenses and debits which meet the definition of extraordinary charges.

Cumulative effect of accounting changes

This account shall be charged or credited with the cumulative effect, as of the beginning of the accounting period, of permissible changes in accounting principles which do not qualify as prior period adjustments but which affect the determination of the current period's net income or loss.