



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

JAN 27 1999

Honorable Elmer Blackbird
Chairman
Omaha Tribe of Nebraska
P.O. Box 368
Macy, Nebraska 68039

Dear Chairman Blackbird:

On December 14, 1998, we received the Compact between the Omaha Tribe of Nebraska (Tribe) and the State of Iowa (State), dated December 10, 1998. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to delegated authority and Section 11 of IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We interpret Section 2.2(f) of the Compact to allow the Tribe to engage in sports betting if the Tribe meets one of the exceptions of the Professional and Amateur Sports Protection Act, 28 U.S.C. §§ 3701-3704 (PASPA). PASPA makes it unlawful for a governmental entity, including an Indian tribe, to sponsor, operate or authorize by law or compact, gaming based on the outcome of professional and amateur sports competitions. This prohibition does not extend to parimutuel animal racing or jai-alai games. To be lawful, any prohibited sports gaming pursuant to Section 2.2(f) of the Compact must come within one of the two exceptions in PASPA which are applicable to Indian tribes.

Under the first exception, the general prohibition does not apply to a State or other governmental entity, including an Indian tribe, to the extent that the sports gaming activity was conducted by that State or other governmental entity between January 1, 1976 and August 31, 1990. The second exception establishes two criteria which must be met to authorize an otherwise prohibited

sports betting activity within a State or governmental entity: (1) the activity must actually have been authorized by a statute in effect on October 2, 1991; and (2) the activity must actually have been conducted at some point between September 1, 1989 and October 2, 1991 pursuant to the law of that State or other governmental entity. We are not, however, in a position to verify the factual basis for establishing whether the Tribe comes within one of the two exceptions described above. Therefore, we express no opinion on the matter.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Jones". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

Assistant Secretary - Indian Affairs

Enclosure

Identical Letter Sent to: Kim D. Schmett
Director, Iowa Department of
Inspections & Appeals
Lucas State Office Building
Des Moines, Iowa 50319

**COMPACT BETWEEN THE SOVEREIGN INDIAN NATION OF THE
OMAHA TRIBE OF NEBRASKA AND THE SOVEREIGN STATE OF IOWA
TO GOVERN CLASS III GAMING ON INDIAN LANDS OF THE
OMAHA TRIBE OF NEBRASKA IN IOWA**

THIS TRIBAL/STATE COMPACT made and entered into this 10th day of December, 1998, by and between the OMAHA TRIBE OF NEBRASKA, a federally-recognized Indian Tribe acting through its Chairman, the Honorable Elmer Blackbird, and the STATE OF IOWA, acting through the Director of the Department of Inspections and Appeals, Kim D. Schmett.

RECITALS

A. This Compact is made with reference to and in compliance with the Indian Gaming Regulatory Act, and sets forth the procedure and requirements for investigating, licensing and regulating Class III Gaming on Indian Lands.

B. The purposes of this Compact include:

- (1) To assure that the Omaha Tribe is the primary beneficiary of the gaming operation and that a minimum of twenty (20) percent of the profits received by the Tribe from the operation of Class III Gaming are used to promote the general welfare of the Tribe;
- (2) To protect the health, welfare, and safety of the public;
- (3) To assure that the profits derived from Class III Gaming are accurately reported, are transferred to the rightful parties and are used for the purposes intended;
- (4) To assure honesty and financial integrity of all

Class III Gaming activities conducted pursuant to
this Compact;

- (5) To deter any criminality, or the potential for any criminality to occur, and to shield any Class III Gaming activity from any involvement with organized crime or other corrupting influences;
- (6) To protect, preserve, and enhance the economic and general welfare of the public and the citizens of both the Omaha Tribe and the State of Iowa;
- (7) To develop and implement an effective regulatory scheme for the conduct of Class III Gaming on Indian Lands to assure that such gaming is clean, well-run, and provides safe and fair entertainment for its customers;
- (8) To enhance the official government-to-government relationship between the sovereign Indian Nation of the Omaha Tribe and the sovereign State of Iowa and to mutually recognize and re-emphasize the separate sovereign status and governmental powers of both governments;
- (9) To provide a basis for the operation and regulation of Class III Gaming by the Omaha Tribe as a means of promoting tribal economic development, self-sufficiency, full employment and strong tribal government, all of which are mutual goals of the State of Iowa and the Omaha Tribe.

Now, therefore, in consideration of these purposes and other good and valuable consideration, the receipt and sufficiency of

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

which is hereby acknowledged, the Omaha Tribe and the State of
Iowa promise, covenant and agree as follows:

1. DEFINITIONS

1.1 The term "Act" means the Indian Gaming Regulatory Act,
§§ 2-24, Pub. L. 100-497, 102 Stat. 2425, (codified at 25 U.S.C.
§§ 2701-2721 and 18 U.S.C. §§ 1166-1168 (1998)).

1.2 The term "Chairman" means the Chairman of the National
Indian Gaming Commission.

1.3 The term "Class III Gaming" means all gaming which is
not Class I gaming or Class II gaming, as defined in Sections
4(6) and 4(7) of the Act, 25 U.S.C. §§ 2703 (6) (7), and the
regulations promulgated pursuant to these sections of the Act.

1.4 The term "Commissioner" means a member of the Omaha
Tribal Gaming Commission.

1.5 The term "Compact" means this tribal state Compact,
including the Appendices to this Compact, between the Omaha Tribe
and the State of Iowa.

1.6 The term "DCI" means the division of criminal

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

investigation of the Iowa Department of Public Safety or the
division's designee.

1.7 The term "Director" means the Director of the Iowa
Department of Inspections and Appeals or the Director's designee.

1.8 The term "Gambling Device" means Video Games of Chance,
Progressive Slot Machines and Slot Machines.

1.9 The terms "Gaming Ordinance" and "Ordinance" mean the
laws, rules and regulations of the Omaha Tribe, as amended from
time to time, which authorize, among other things, Class III
Gaming on Indian Lands.

1.10 The term "Indian Land" or "Indian Lands" means all
lands within the Omaha Reservation in Iowa and all lands within
the state of Iowa held in trust by the United States for the
benefit of the Omaha Tribe or held by the Omaha Tribe or any
individual subject to restriction by the United States against
alienation and over which the Omaha Tribe exercises governmental
power which existed on the date of enactment of the Act, and
lands within the State which may be acquired by the Omaha Tribe

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

in the future and which meet the requirements of Section 20 of
the Act, 25 U.S.C. S 2719.

1.11 The terms "Iowa" and "State" mean the State of Iowa
including individuals, entities, political subdivisions
(including counties), agencies and all others using, claiming or
in any manner asserting any right or power under the authority of
the State of Iowa.

1.12 The term "Lottery" means a game for which tickets are
sold, the winning ticket or tickets being secretly predetermined
or later selected in a chance drawing and in which the holders of
winning tickets receive money or something of value. The term
"chance drawing" includes the identification of winning numbers
or symbols by a mechanical, electronic or electromechanical
device which makes the selection in a random manner. The term
"Lottery" includes keno, if conducted as a Class III Game, and
the types of games actually being conducted by the Iowa Lottery
unless the game is by definition a Video Game of Chance or Slot
Machine.

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

1.13 The term "Management Contract" means the complete agreement between the Tribe and a Management Contractor including all collateral agreements relating to gaming activity.

1.14 The term "Management Contractor" means any individual, sole proprietorship, partnership or corporation which operates a Class III Gaming facility on behalf of the Omaha Tribe pursuant to a management contract submitted for approval or approved by the Bureau of Indian Affairs, the Chairman of the National Indian Gaming Commission or such other federal agency or authority exercising the appropriate jurisdiction under the Act.

1.15 The term "Omaha Tribe" or "Tribe" means the Omaha Tribe of Nebraska including the Tribal Gaming Commission, tribal law enforcement authorities and all governmental persons or entities acting under the authority of the Omaha Tribe.

1.16 The term "Operator" means any individual, sole proprietorship, partnership, corporation or other entity which operates an authorized Class III Gaming activity on behalf of the Tribe pursuant to a management contract approved as required by

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

the Act and this Compact or the Tribe if no management contract has been approved.

1.17 The term "Pari-mutuel" means a betting system in which all persons bet share in an established prize pool of similar bets.

1.18 The term "Parlay Cards" means a form of Sports Betting in which the player must correctly select the winners in a specified minimum number of events in order to win.

1.19 The term "Progressive Slot Machine" means a Slot Machine with a payoff which increases as the Slot Machine is played.

1.20 The term "Regulations" means the gaming regulations promulgated by the Tribe pursuant to this Compact.

1.21 The term "Revoke" shall mean to permanently void and recall all rights and privileges to hold or obtain a license.

1.22 The term "Secretary" means the Secretary of the United States Department of Interior.

1.23 The term "Simulcasting" means the closed-circuit

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

television or radio transmission of a horse or dog race at a racetrack to another facility at the same time the race is being conducted.

1.24 The term "Slot Machine" means a mechanical or electronic Gaming Device into which a player deposits coins or tokens and from which certain numbers or coins are paid out when a particular, random configuration of symbols appears on the reels or screen of the device.

1.25 The term "Sports Betting" means the placing of bets or wagers on the outcome of any athletic event, sporting event or similar contest including, but not limited to, the playing of Parlay Cards.

1.26 The term "Sports Betting Pool" means a game in which numbers are randomly selected for the participants, and winners are determined by whether the numbers selected correspond to numbers relating to an athletic event in the manner prescribed by the rules of the game.

1.27 The term "Suspend" means to cause a temporary

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

interruption of all rights and privileges of a license.

1.28 The term "Tribal Chairman" means the duly elected Chairman of the Omaha Tribe.

1.29 The term "Tribal Citizen" means a person who is an enrolled member of the Omaha Tribe of Nebraska or a person under the age of eighteen (18) who is eligible for enrollment.

1.30 The terms "Tribal Gaming Commission," "Gaming Commission" and "Commission" mean the Omaha Tribal Gaming Commission established by the Omaha Tribe pursuant to this Compact.

1.31 The term "Video Game of Chance" means a game of chance played on microprocessor-controlled devices that simulate games commonly referred to as poker, blackjack, craps, hi-lo, keno, roulette, line-up symbols and numbers, or other common gambling forms which are activated by the insertion of a coin, token or currency and which award coins, additional plays or a written or displayed statement of the amount of a prize which is redeemable for cash.

2. CLASS III GAMING--WHEN PERMISSIBLE

2.1 When Permissible. The Omaha Tribe may engage in Class III Gaming on Indian Lands provided:

- (a) Such gaming is conducted in accordance with the requirements of the Act;
- (b) Iowa permits such gaming for any purpose by any person, organization or entity and;
- (c) Such gaming is conducted in conformance with the terms of this Compact, the Regulations and the Gaming Ordinance.

Any Class III Gaming activity conducted on Indian Land which does not meet these requirements is illegal.

2.2 Permissible Class III Gaming. As of the effective date of this Compact, the parties agree that the Omaha Tribe may conduct under the Act and in compliance with the terms of this Compact the following Class III Gaming activities:

- (a) Dice games when played in accordance with this Compact and when named and described in Appendix "D";
- (b) Slot Machines, Progressive Slot Machines, and video Games of Chance;
- (c) Wheel games when played in accordance with this Compact and when named and described in Appendix "D";

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

- (d) Simulcasting when conducted in accordance with this Compact including the game rules specified in Appendix "D";
- (e) Card games when played in accordance with this Compact and when named and described in Appendix "D";
- (f) Sports Betting Pools and Sports Betting, including Parlay Cards when played in accordance with this Compact and the game rules specified in Appendix "D";
- (g) Lotteries, including Keno, when played in accordance with this Compact and the Keno rules described in Appendix "D";
- (h) Parlor games when played in accordance with this Compact and when named and described in Appendix "D".

2.3 Additional Class III Games. At any time following the effective date of this Compact, the Tribe may submit an application to the Director requesting an amendment to this Compact, including any Appendix to this Compact, which would authorize any additional type or types of Class III Gaming that is permitted in Iowa for any purpose by any person, organization, or entity. The application shall be in writing and shall be submitted by the Tribal Chairman to the Director. The application shall identify with specificity the additional

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

proposed gaming activity or activities and any proposed amendments to this Compact, including any Appendix to this Compact, the Gaming Ordinance or the Regulations. The application shall also include a citation to the particular Iowa law which authorizes the type of gaming sought and a statement to the effect that the Tribe intends to conduct such gaming following any necessary amendments to this Compact. Within forty-five (45) days following receipt by the Director of a proper application, the Director shall provide the Tribal Chairman with a proposed written amendment to this Compact covering any additional terms relative to the additional, proposed gaming activity or a statement indicating that the type of gaming sought is not authorized by Iowa law. Any proposed amendments to this Compact shall be consistent with the policies and purposes of this Compact.

3. GAMING OWNED BY TRIBE

Class III Gaming conducted pursuant to this Compact shall be owned solely by the Tribe.

4. CONDUCT AND REGULATION OF CLASS III GAMING

The Tribe shall conduct authorized Class III Gaming activities pursuant to the terms of the Act, this Compact and the Gaming Ordinance and Regulations. The Tribe shall take the necessary steps to incorporate the terms of this Compact and the Regulations into the laws of the Tribe which shall be in effect on all Indian Land prior to conducting any authorized gaming activity. Nothing in this Compact shall be construed as preventing the Tribe or the Gaming Commission from implementing policies or procedures applicable to authorized gaming which are in addition to or more restrictive than the minimum requirements specified in this Compact provided that the additional terms or restrictions do not conflict with this Compact. The Tribe shall take all reasonably necessary steps to regulate Class III Gaming as required by this Compact, to enforce the terms of this Compact, the Gaming Ordinance, the Regulations and other applicable laws on Indian Lands and to prosecute or request the United States Attorney or other appropriate governmental

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

authority to prosecute persons or entities violating the terms of this Compact, the Gaming Ordinance, the Regulations and other applicable laws.

5. TRIBAL GAMING COMMISSION

The Tribe will establish a Gaming Commission which will be called the Omaha Tribal Gaming Commission and which will be comprised of three (3) members with staggered terms who shall be under the direct authority of the Tribe. Commissioners of the Tribal Gaming Commission and members of their immediate families shall not have any financial interest in the gaming regulated by the Tribal Gaming Commission other than the financial interest enjoyed equally by all Tribal Citizens, and the Commissioners shall not have any financial interest in any business supplying equipment or services for authorized Class III Gaming activities. "Immediate families" as used in this Section means a Commissioner's spouse and the father, mother, brother, sister, grandparent, child or step child of a Commissioner or a Commissioner's spouse who resides in the same household as the

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

Commissioner.

The Tribal Gaming Commission shall have full jurisdiction over and shall regulate and supervise all authorized Class III Gaming. The Tribal Gaming Commission shall have and perform duties and powers as prescribed by the Tribe which shall include the following duties and powers which shall be exercised consistently with the Act and this Compact:

- (a) To draft and propose Regulations consistent with the Act, the Gaming Ordinance and this Compact under which all Class III Gaming shall be conducted and all Class III Gaming facilities maintained.
- (b) To specify the wagering structure for Class III Gaming which shall include a maximum wager and maximum loss equal to or less than the maximum wager and maximum loss specified by law for games played pursuant to Iowa's excursion boat gambling laws on all authorized gaming conducted by the Tribe except pari-mutuel wagering on Simulcasting, Lotteries, Sports Betting Pools and Sports Betting including Parlay Cards. The maximum wager and maximum loss limits currently applicable to such games shall be specified in Appendix "D" of the Compact. The Tribe may submit its procedure for the regulation of its wager and loss limits to the Director for comment and may take such action as the Tribe deems appropriate in view of the Director's comments on the Tribe's procedure. Notwithstanding anything herein to the contrary, the Tribe's failure to enforce the loss and wager limit shall not be construed

to be a default under the terms of this Compact provided that the Tribe has made a good faith effort to adopt and enforce a procedure reasonably expected to ensure compliance with the wager and loss limits.

Pari-mutuel wagering on Simulcasting and Lotteries may be conducted without a wagering or loss limitation.

Sports Betting Pools may be conducted without a loss limitation, but the maximum wager shall not exceed the maximum wager specified in Appendix "D."

Sports Betting, including betting on Parlay Cards, shall be conducted within the limitations specified in Appendix "D."

To enter the office facilities or other places of business of an Operator to determine compliance with this Compact, the Gaming Ordinance, the Regulations and other applicable laws.

- (d) To identify occupations within Class III Gaming operations which require licensing and to adopt standards for licensing the occupations.
- (e) To investigate alleged violations of this Compact, the Gaming Ordinance, Regulations and other applicable laws and to take appropriate disciplinary action against an Operator or the holder of an occupational license for a violation or to institute appropriate legal action for enforcement or both.
- (f) To assess fines and Revoke or Suspend licenses for conduct violating the terms of this Compact, the Gaming Ordinance, the Regulations or other applicable laws.

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

- (g) To specify the payout from Class III Gaming consistent with the limitations in this Compact.
- (h) To provide for the surveillance and video taping of all authorized gaming activities.
- (i) To provide for reasonably adequate security at all facilities in which authorized gaming is conducted.
- (j) To confiscate or shut down all equipment and gaming supplies failing to conform to the required standards.

Prior to appointing a Commissioner the Tribe shall conduct a background investigation on the proposed Commissioner which shall meet the requirements for Management Contractor backgrounds set forth in this Compact. The Tribe shall not appoint a Commissioner if the individual does not meet the criteria in Section 7 of this Compact

6. MANAGEMENT CONTRACTOR

The Tribe may contract with a Management Contractor to operate the gaming authorized by this Compact provided that the Management Contract does not contain terms contradicting the terms of the Regulations, Ordinance, this Compact and other applicable laws, the Management Contract has been submitted, for

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

approval or has been approved by the Chairman of the National Indian Gaming Commission and the Management Contract prohibits the Management Contractor from subcontracting, assigning, or transferring its rights and duties under the contract or any ownership interest. The Management Contractor's background investigation conducted by the Commission or its designee shall be completed and approved by the Director in writing, and the Management Contractor shall be licensed by the Commission prior to the conduct of any authorized gaming activity. The Tribe shall not allow a Management Contractor to operate the gaming authorized by this Compact if the Chairman of the National Indian Gaming Commission has disapproved the Management Contractor or has disapproved (without suggesting modifications) the Management Contract.

The Commission shall submit the proposed Management Contract to the Director along with the completed background investigation. The Director shall have thirty (30) days following receipt of the Management Contract and the results of

the Management Contractor background investigation to approve or disapprove the proposed Management Contractor.

7. OCCUPATIONAL LICENSING

7.1 Licenses, Issuance, Qualifications. Every person participating in Class III Gaming as an employee, concessionaire, contract holder, including, without limitation, Management Contractors, equipment manufacturers and equipment distributors, or in any other capacity which requires their presence at the Class III Gaming facility shall have an occupational license issued by the Tribal Gaming Commission. The Tribal Gaming Commission shall specify licensing requirements which shall include the following limitations:

- (a) Applicants must be at least eighteen (18).
- (b) Applicants must not have been convicted, within the last ten (10) years, of a gambling related offense, an offense involving fraud, misrepresentation or deception, a drug related offense or any felony. If a conviction for any of these offenses occurred more than ten (10) years prior to the date of the application, the Commission may issue a license if the Commission determines that sufficient evidence of rehabilitation exists. The Commission shall temporarily deny a license and shall Suspend an existing license if

charges are pending against an applicant which, if resulting in a conviction, would disqualify the applicant from receiving or holding a license.

- (c) Applicants must not have been denied a gaming license by the State of Iowa, currently have a gaming license which has been Suspended by the State of Iowa or have had a gaming license Revoked by the State of Iowa.
- (d) Applicants must not be employed in any part-time or full-time employment with a government or private employer in any capacity which would create a conflict of interest between the applicant's employment and the interests and objectives of the licensed employment.
- (e) Applicants must be of good moral character.
- (f) Applicants must be trainable or qualified (by experience or otherwise) to perform the duties required.
- (g) The Applicant must agree to comply with the Regulations, Gaming Ordinance, this Compact and with all other applicable laws.
- (h) The license shall be nontransferable and shall prohibit the licensee from transferring any of its rights or duties relating to the license either directly or indirectly.

7.2 Revocation of License. The Tribal Gaming Commission shall Revoke an existing license upon the happening of any event which would have made the licensee ineligible for a license if

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

the event had occurred prior to the issuance of a license.

7.3 Background Investigations. Prior to issuing a license the Tribal Gaming Commission shall cause background investigations to be conducted on applicants to verify the truthfulness of the information provided by the applicant to the Tribal Gaming Commission and to ensure that persons and entities licensed by the Tribal Gaming Commission are eligible for licensure. However, temporary licenses may be issued pending background investigations for a period of up to six (6) months for all occupations except Management Contractors.

Provided that a proposed Management Contractor is licensed in a capacity substantially similar to the position of a Management Contractor by the states of Nevada, New Jersey or South Dakota, and provided that the Commission's background investigation of the Management Contractor has been completed and the Director approves the Management Contractor following review of the results of such background investigation, such Management Contractor may receive a temporary license valid until the

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

Management Contract and associated background check has been completed by the Bureau of Indian Affairs or the National Indian Gaming Commission. A permanent license may be issued to a Management Contractor only after the Management Contract has been approved by either the Bureau of Indian Affairs or the National Indian Gaming Commission and the associated background check through such agency has been completed and is favorable to the issuance of a permanent license. In the event that a Management Contractor is determined by either the Bureau of Indian Affairs or the National Indian Gaming Commission to be ineligible to be a party to such a Management Contract, the Tribal Gaming Commission shall Suspend any temporary license issued to such Management Contractor as soon as reasonably possible.

Background investigations performed for the Commission or required by any federal agency must be completed prior to the issuance of a permanent license. Background investigations performed for the Commission may be performed by Tribal law enforcement authorities provided that such authorities have

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

access to the law enforcement records of the Federal Bureau of Investigation and such authorities are certified graduates of the federal law enforcement academy or the Nebraska or Iowa law enforcement academy, by the Federal Bureau of Investigation, by the DCI, or by another entity mutually agreeable to the Tribe and the Director.

If a Management Contractor is used by the Tribe the Commission shall cause a thorough background investigation of the Management Contractor to be conducted prior to issuing a permanent or temporary license. Management Contractor background investigations shall be conducted on each person or entity having a direct financial interest in or management responsibility for the Management Contract with the Tribe and on all parties-in-interest.

"Parties-in-interest" shall include all trustees and beneficiaries of a trust and spouses of such trustees or beneficiaries, partners of a partnership and spouses of such partners, whether the partnership is a limited partnership or a

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

general partnership, the members of an association and spouses of such members and, in the case of corporations, those individuals who are members of the board of directors or officers of such corporation and spouses of such members of the board or officers and each of its stockholders and spouses of such stockholders who hold, directly or indirectly, applying the attribution rules of § 318 of the Internal Revenue Code (1986), five percent (5%) or more of its issued and outstanding stock, or warrants or stock options entitling the holder to acquire five percent (5%) or more of its issued and outstanding stock at any time, and such other entities having a direct financial interest in, or management responsibility for, a Management Contractor or a Class III Gaming facility and if any stockholder owning more than five percent (5%) of the stock of a corporate Management Contractor is a corporation or partnership, every partner of such partnership and spouses of such partners or stockholder and spouses of such stockholders which own more than five percent (5%) of the stock of such corporation as well as corporate officers or members of

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

the board of directors of such corporation and spouses of such officers of members as well as those holding warrants or stock options entitling them to acquire at any time five percent (5%) or more of the stock then such corporation shall also be considered a party-in-interest to the Management Contractor. In the event that a proposed Management Contractor is a publicly held corporation or partnership, whether general or limited, the term parties-in-interest shall mean all general partners and any limited partners holding greater than thirty (30%) of the issued and outstanding partnership units of any class, and with respect to the publicly held corporation, the officers and directors plus any person holding greater than thirty percent (30%) of the issued and outstanding stock of any class as well as the spouses of such officers, members of the board of directors, and partners, whether general or limited as well as those individuals holding options or warrants which would entitled them to acquire thirty percent (30%) or more of the outstanding stock of such corporations or units of a partnership, applying the attribution

rules of § 318 of the Internal Revenue Code (1986).

At a minimum, Management Contractor background applications shall require the applicant to make a sworn statement containing the following information:

- Name;
- Date of birth;
- (c) Social security number;
- (d) Physical description;
- (e) The applicant's residence since age eighteen (18);
The applicant's employment history since age eighteen (18);
- (g) The applicant's criminal history, including major traffic offenses, including the date, place, details surrounding any arrest or charges, and the disposition of any charges filed;
- (h) Whether the applicant has ever held a professional or occupational license issued by any state or Indian tribe, the type of license, the license number, and the details surrounding the suspension, revocation, or other disciplinary action based on the license, and if not current, the reason it is not current;
- (i) Whether the applicant has ever held a gambling related license issued by any state, Indian tribe or any other jurisdiction, the jurisdiction in which the license was

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

issued, the type of license, the license number, the details surrounding any suspension, revocation, or other disciplinary action taken based on the license, and if not current, the reason it is not current;

- (j) Whether the applicant has ever had any experience related to any agreement with any gaming operation, the exact nature of the applicant's role in the operation, the name and address of all parties to the agreement, the place the agreement was performed, and the dates covered by the agreement;
- (k) A complete financial statement of the applicant; and
- (l) The applicant's commitment to provide any additional information as may be required by the Tribal Gaming Commission.

In addition to the sworn statement, the applicant shall be required to submit two (2) sets of fingerprints on forms of the type commonly used by the Federal Bureau of Investigation and to provide a current photograph with the application.

8. MINIMUM STANDARDS FOR INSPECTION AND APPROVAL OF GAMBLING DEVICES

Prior to the installation and use of a Gambling Device, the Tribal Gaming Commission shall inspect, test and consider the Gambling Device for its approval. The Tribal Gaming Commission shall not approve a Gambling Device unless the tests conducted

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

indicate that such Gambling Device meets the following minimum standards set forth in Appendix "A" of this Compact (as amended from time to time by mutual agreement of the parties) or unless an identical Gambling Device is currently approved for use by the Iowa Racing and Gaming Commission. If an identical Gambling Device is currently approved for use by the Iowa Racing and Gaming Commission, the Tribal Gaming Commission may waive the inspection and testing requirements for such Gambling Device.

In the event a particular Gambling Device has not been approved by the Iowa Racing and Gaming Commission but has been approved by a gaming regulatory body of the states of Nevada, South Dakota or New Jersey, and the test results from such jurisdictions show that the Gambling Device meets the standards set forth in Appendix "A", then the Gambling Device may be authorized for use by the Tribal Gaming Commission provided that a copy of the test results indicating that the device complies with Appendix "A" is obtained and forwarded to the Tribal Gaming Commission and the manufacturer of the Gambling Device certifies

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

to the Tribal Gaming Commission and the Director that each Gambling Device to be shipped complies in all respects with the standards in Appendix "A." The Director and the Tribe shall agree upon the identity of the gaming test laboratories which can be utilized under this Section 8.

9. SECURITY AND SURVEILLANCE

The Tribal Gaming Commission shall require Operators to provide and adhere to minimum security and surveillance standards, at least as stringent as those described in Appendix "B" of this Compact as modified from time to time by mutual agreement of the parties.

10. ACCOUNTING AND CASH CONTROL

The Tribal Gaming Commission shall require all Operators to adhere to accounting and cash control procedures as least as stringent as those set forth in Appendix "C" of this Compact as amended from time to time by mutual agreement of the parties.

11. OPERATING PROCEDURES AND GAME RULES

All Class III Gaming shall be played in conformance with this Compact including the operating restrictions set forth in

Appendix "E" and the game rules set forth in Appendix "D".

12. AUDITS INSPECTIONS AND FACILITY AND RECORDS ACCESS

The Tribe shall cause an independent certified public accountant approved by the Director to audit the books, records and gaming and cash procedures and equipment of all authorized Class III Gaming activities at least twice in each fiscal year. The Tribe and the Director shall mutually agree on the scope of the audits to be conducted by the auditor. At a minimum the audits shall include the review of all records necessary to determine whether authorized gaming is being conducted in conformance with this Compact, the Gaming Ordinance, the Regulations and other applicable laws and equipment testing and an audit of casino procedures as necessary to ensure that equipment and casino personnel function as required by this Compact, the Ordinance and the Regulations. All audits shall be conducted pursuant to the AICPA standards for Audits of Casinos when applicable. The Director may attend the entrance and exit conference between the Tribe and the auditors and shall be

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

provided copies of the audits, including any audit notes, within fifteen (15) days of receipt. In the event that Iowa has probable cause to believe that there is a violation of this Compact, the Gaming Ordinance, the Regulations or other applicable laws, the Director may notify the Tribal Gaming Commission and may request that the Commission obtain an audit of the books, records, equipment and procedures of any authorized gaming operation, including the records of any Management Contractor and the records of the Tribal Gaming Commission and the Tribe to ensure compliance with this Compact, the Gaming Ordinance, the Regulations and other applicable laws. In the event the Tribe chooses not to procure a requested audit, Iowa may conduct such an audit, and the Tribe shall cause the foregoing records to be made available to Iowa during ordinary business hours. The State's audits may include equipment testing. The Tribe shall, within seventy (70) days from receipt of an itemized statement from Iowa, reimburse Iowa for the actual cost of such audit up to thirty thousand dollars (\$30,000) in any

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

one (1) fiscal year. The State shall provide copies of such audits to the Tribe provided that provision of such audits would not compromise any law enforcement activities.

Authorities of Iowa may enter upon the premises of an authorized gaming facility at any time during ordinary business hours for purposes of conducting the audits specified in this Section or to conduct routine facility inspections. Routine inspections may include random equipment testing on the premises and casino surveillance. Upon the reasonable request of Iowa, the Tribe and the Tribal Gaming Commission shall provide Iowa access to all areas of their Class III gaming facilities and their records and shall ensure that all licensees make their records and facilities available to Iowa. The Tribe shall ensure that information requested by Iowa is provided by all persons possessing the requested information and that a suitable office is provided in which the State may review records and other information provided by the Tribe. The Tribe agrees that the State may copy, remove from the premises and retain copies of

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

materials and documents related to Class III Gaming. A reasonable amount of equipment may be removed from the premises for a reasonable time to facilitate examination and testing.

Throughout the term of this Compact and during the pendency of any litigation arising from this Compact, and for one (1) year following the termination of this Compact, the Tribe shall ensure that all books and records relating to authorized gaming , activities, including the records of any Management Contractor, the Tribe and the Tribal Gaming Commission are separately maintained in order to facilitate auditing of these books and records to ensure compliance with this Compact. All records shall be maintained pursuant to generally accepted accounting principles and shall be suitable for audit pursuant to the standards of the American Institute of Certified Public Accountants.

13. TRIBE'S ACCESS TO STATE RECORDS

The Tribe shall have the right to inspect and copy all records received by Iowa from the Tribe or the Tribal Gaming

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

Commission concerning authorized Class III Gaming by the Tribe provided that inspection and copying by the Tribe would not violate any applicable law or compromise any ongoing law enforcement investigations or activities.

14. DOCUMENTS PROVIDED BY THE TRIBE TO THE STATE

Within a reasonable time following request, the Tribe shall provide the Director with a copy of any information reasonably related to Class III Gaming on Indian Lands. In addition, the Tribe shall routinely provide the Director with a copy of its current Gaming Ordinance, its Regulations, all subsequent amendments to the Gaming Ordinance and the Regulations, a copy of all audit reports, including auditor's notes, of Class III Gaming activities prepared by the Tribe or an independent auditor hired by the Tribe, a copy of the results of all equipment or program tests, all Management Contracts and all contracts or leases for gaming equipment or services. The Tribe shall routinely provide the DCI with a copy of all background applications and the results of all background investigations, with information

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

concerning any suspected or proven violations of the terms of this Compact, the Gaming Ordinance, the Regulations or other applicable laws and with information describing the steps taken by the Tribe or the Tribal Gaming Commission to remedy such violations.

All copies shall be provided by the Tribe as soon as is reasonably practical but no later than ten (10) calendar days after the documents are received by the Tribe or the Tribal Gaming Commission or the Tribe becomes aware of a suspected or proven violation of this Compact, the Gaming Ordinance, the Regulations or other applicable laws.

15. COVENANT OF CONFIDENTIALITY

Except as otherwise required by law or as allowed by the exceptions specified below, Iowa agrees to forever maintain in confidence and never to disclose to any third party any financial information, proprietary ideas, plans, methods, data, developments, inventions or other proprietary information regarding the gambling enterprises of the Omaha Tribe, games

conducted by the Omaha Tribe, or the operation thereof which is provided to the State by the Tribe without the prior written approval of a duly authorized representative of the Omaha Tribe provided that the information is marked as confidential information when received by Iowa. Nothing contained in this Section 15 shall be construed to prohibit:

- (a) The publication of statistics so classified as to prevent the identification of a particular report or record;
- (b) The furnishing of any information to a law enforcement or regulatory agency of the United States government or another State, to any subdivision of the State of Iowa, including without limitation counties, or to the National Indian Gaming Commission;
- (c) Iowa from making known the names of persons, firms or corporations conducting Class III Gaming activities pursuant to the terms of this Compact, locations at which such activities are conducted or the dates on which such activities are conducted;
- (d) Publishing the terms of this Compact;
- (e) Disclosing information as necessary to audit, investigate or prosecute violations of this Compact or other applicable laws or to defend suits against the State;
- (f) Complying with any law, subpoena or court order;

- (g) Disclosing the results of audits or test results provided that the disclosure would not compromise the security of the gaming facility or reveal proprietary information.

16. GAMING CONDUCTED SOLELY ON INDIAN LANDS

Except as indicated in the following paragraph all authorized Class III Gaming shall be conducted solely on Indian Lands as defined in this Compact. Authorized Class III Gaming is conducted solely on Indian Lands only if all consideration wagered is placed by players physically located on Indian Lands at the time the wager is made, all activities performed by the player to participate in the game physically occur on Indian Lands, and all activities related to determining and validating winners occur on Indian Lands. The activities prohibited by this Section, include, without limitation, placing bets, placing wagers, or playing games by telephone, by mail, by internet, or by any other means of communication unless communications both originate and terminate on Indian Lands and unless communication is sent from an address on Indian Lands to an address on Indian Lands. Winners may receive prize winnings outside the boundaries

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

of Indian Lands without violating this provision.

Nothing in this Section 16 shall prevent the Tribe from conducting inter-reservation Class III Gaming by means of telecommunications, satellite or technologic or computer enhancement provided that the inter-reservation gaming conforms to the requirements of federal law including the Act, this Compact, to the laws, and rules and regulations of all Tribes involved in the gaming and to the terms of an effective tribal/state compact which governs the gaming activities of each tribe participating in the gaming. Inter-reservation gaming must, however, be conducted solely on "Indian lands" (as that term is currently defined in Section 4(4) of the Act, 25 U.S.C. § 2703(4), and as that term is limited by Section 20 of the Act, 25 U.S.C. § 2719) which belongs to one of the participating tribes.

17. JURISDICTION

17.1 Division of Criminal and Civil Jurisdiction. Except for the criminal prosecution of persons who are not Tribal Citizens, the Tribe shall exercise complete civil and criminal

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

jurisdiction over players of authorized gaming, licensees and all other persons or entities whose acts or omissions relate to any authorized or unauthorized Class III Gaming activities on Indian Lands and over all property related to Class III Gaming activities on Indian Land. The Tribe shall be responsible for addressing and solving all law enforcement problems arising from its Class III Gaming activities.

Whenever the Tribe has reason to believe that any person or entity has violated this Compact, the Regulations, the Gaming Ordinance or other law applicable to a Class III Gaming activity, the Tribe shall request that law enforcement authorities of the Tribe and the United States investigate the violation. The Tribe shall take all reasonable steps to ensure that all violations are detected and appropriately prosecuted by the Tribe or the United States Attorney.

Except for the criminal prosecution of Tribal Citizens, the State shall exercise complete civil and criminal jurisdiction over all players of authorized gaming, all licensees and all

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

other persons or entities whose acts or omissions relate to any authorized or unauthorized Class III Gaming activities on Indian Lands, and all property which is related to any authorized or unauthorized Class III Gaming activities on Indian Lands, for the purposes of administering, monitoring, auditing, investigating, enforcing and prosecuting violations of this Compact, the Regulations, the Gaming Ordinance and other laws applicable to Class III Gaming activities. In furtherance of an exercise of its jurisdiction, the State may take any action on Indian Land which would be lawful elsewhere in the State of Iowa.

17.2 Prosecution of Offenses by Iowa and the Tribe. The State of Iowa shall have jurisdiction to commence proceedings to remedy the violation of any applicable civil law or regulatory requirement, not inconsistent with this Compact, arising out of any investigation conducted by any governmental authority of any sovereign. The State of Iowa shall have jurisdiction to commence prosecutions for violation of any applicable criminal law arising out of any investigation conducted by any governmental authority

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

provided that the subject of such criminal prosecution is not a Tribal Citizen.

The Tribe shall have jurisdiction to commence proceedings to remedy the violation of any applicable civil law or regulatory requirement, not inconsistent with this Compact, arising out of any investigation conducted by any governmental authority of any sovereign. The Tribe shall have jurisdiction to commence prosecutions for violation of any applicable criminal law arising out of any investigation conducted by any governmental authority provided that the subject of such criminal prosecution is a Tribal Citizen. If the subject of a criminal prosecution is not a Tribal Citizen, the Tribe shall request that the offender be prosecuted by the United States.

17.3 Concurrent Jurisdiction. If exercised, Iowa's jurisdiction shall be exercised concurrently with, but independently of, the civil and criminal jurisdiction over such activities, property, persons, and entities held by the Tribe and the United States.

17.4 Exercise of Jurisdiction at Discretion of Iowa. The jurisdiction held by Iowa does not obligate Iowa to take any action on Indian Lands pursuant to its jurisdiction. The jurisdiction held by Iowa shall not be construed as creating an obligation between Iowa and the Tribe or between Iowa and any third party which would require Iowa to exercise its jurisdiction on Indian Lands.

17.5 Cross-Deputization Agreements. Iowa or the Tribe may enter into cross-deputization or similar agreements with each other or with agencies of the United States to facilitate law enforcement activities on Indian Lands.

17.6 Transfer to Appropriate Sovereign. Both the Tribe and Iowa and their respective agencies and instrumentalities shall have the power to arrest on Indian Land in Iowa and to detain any person whatsoever for any suspected violation of this Compact, or any law, rule, or regulation of any governmental authority respecting gaming on Indian Lands. Upon identification of the appropriate authority under this Compact for the prosecution of

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

such suspected offense, the arresting governmental sovereign shall release such detained person to the custody of the sovereign or sovereigns which are empowered to prosecute the suspected offender under this Compact, applicable law, rule or regulation.

18. TAXES

Nothing in this Compact shall be construed as imposing any tax on any Class III Gaming activity. In addition, nothing in this Compact shall be construed as expanding or diminishing Iowa's authority, if any, to impose any tax on the Tribe or any person or entity authorized by the Tribe to engage in authorized Class III Gaming on Indian Lands or on any Class III Gaming activity.

The Tribe agrees to collect Iowa sales and/or use taxes that Iowa has the lawful authority to impose on transactions made to non-Indians at the Tribe's Gaming Facility. The Tribe agrees to continue to withhold Iowa income taxes for all persons subject to Iowa income tax who are employed by the Tribe at the Gaming

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

Facility and to withhold Iowa income taxes that Iowa has the lawful authority to impose on all gaming winnings of non-Indians. The Tribe shall promptly remit all monies collected on behalf of the State of Iowa to the Iowa Department of Revenue and Finance.

During the term of this Compact, the Tribe agrees, as a matter of administrative convenience, to be registered with the Iowa Department of Revenue and Finance for withholding income tax and for sales tax purposes and shall have Iowa identification number(s) in order to facilitate collection and remittal of the taxes collected by the Tribe on behalf of the State. Iowa tax withheld shall be submitted to the Iowa Department of Revenue and Finance on a quarterly basis.

19. EMPLOYEE PROTECTION

Both the Tribe and the State acknowledge that the Tribe has offered and expects to continue to offer employment and worker's compensation protection to all its Gaming Facility employees under the State's legal framework. Accordingly, with respect to all those employed at the Gaming Facility, the Tribe agrees that

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

as long as it participates with the State's unemployment and worker's compensation framework it will comply with applicable regulatory, administrative, and legal processes. Further, the Tribe agrees that as long as it participates within the State's unemployment and worker's compensation framework it will remit all fees or monies due under that framework. Prior to employment, the Tribe will inform the prospective employee of that person's right to unemployment and worker's compensation protection. Should the Tribe discontinue offering these employee protections to its Gaming Facility employees the Tribe shall notify the Director in writing thirty (30) days prior to discontinuance.

20. AMENDMENTS AND WAIVERS

The terms and conditions of this Compact shall not be modified, amended or otherwise altered except by written agreement of the parties and approval by the Secretary provided, however, that approval of the Secretary shall be deemed immediately given to any written waiver of any provision or

requirement of this Compact signed by the party waiving the provision and to any modification of any Appendix to this Compact that is agreed upon by the parties in writing. The Director may waive any provision or requirement of this Compact which are imposed by Iowa on the Tribe by providing the Tribe with written notice of the waiver. Any waiver provided by the Director shall not constitute a waiver of any future deviation from the terms of this Compact unless the waiver specifically addresses future deviations. The Tribe may waive any provision or requirement of this Compact imposed on the State in a similar manner and with similar effect.

21. REMEDIES FOR BREACH OF COMPACT

21.1 Breach Of This Agreement By Tribe And Dispute Resolution. In the event that the Tribe fails to comply with any material term of this Compact, the Director may suspend this Compact in whole or in part and/or seek any other remedy authorized by law. In the event of suspension this Compact shall no longer be in effect and any gaming activities previously

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

conducted pursuant to this Compact shall cease. Gaming activities conducted in violation of the suspension shall be illegal. All remedies provided in this Compact are cumulative and nonexclusive.

Prior to suspending this Compact or seeking any other remedy authorized by law, the Director shall deliver a written notice to the Tribe which identifies the conduct which violates this Compact, describes the steps which must be taken to cure any default, if a cure is possible, and which specifies the date on which the notice period will end. The notice must precede remedial action taken by the State by a minimum of thirty (30) calendar days provided, however, that if the Tribe notifies the Director within such period that the alleged default is not reasonably susceptible to cure within such thirty (30) day period, the Director may agree to an extension of the period in which the default may be cured. If the default is not cured by expiration of the notice period (together with any extension granted by the Director), the Director may immediately suspend

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

this Compact and/or seek any other remedy authorized by law or equity.

In the event that the Director reasonably determines that the default has not been cured within the cure period (together with any extension granted by the Director), the Director may revoke this Compact by providing the Tribe with a written notice stating his intention to revoke. The notice of revocation shall provide the Tribe with a minimum of an additional thirty (30) day period in which to remedy the default. If the default remains uncured at the expiration of the thirty (30) day period the Director may revoke this Compact by delivering notice of revocation to the Tribe.

21.2 Breach Of This Agreement By The State And Dispute Resolution. In the event that the State fails to comply with any material term of this Compact, the Tribe may seek any remedy authorized by law or equity.

Prior to seeking any such remedy the Tribe shall deliver a written notice to the Director which identifies the conduct which

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

violates this Compact, describes the steps which must be taken to cure any default, if a cure is possible, and which specifies the date on which the notice period will end. The notice must precede remedial action taken by the Tribe by a minimum of (30) thirty calendar days. If the default is not cured within the notice period the Tribe may immediately seek any available remedy without further notice.

21.3 Dispute Resolution--Non-Exclusiveness. Nothing in this Section 21 of this Compact shall be construed to preclude, limit or restrict the ability of the parties to pursue, by mutual agreement, alternative methods of dispute resolution, whether binding or non-binding including, but not limited to, arbitration, mediation, mini-trials, or judicial resolution firms; provided, however, that neither party is under any obligation to agree to such alternative methods of dispute resolution.

22. EXTENSION OF OBLIGATIONS

The expiration or termination of this Compact shall not

relieve either the State of Iowa or the Omaha Tribe of any obligation which arose under this Compact during the period in which it was in effect.

23. SEVERABILITY

If any part of this Compact is finally found to be in violation of any applicable law by a court of competent jurisdiction, the illegal portion shall be severed from this Compact if possible and the remainder of this Compact shall remain valid and enforceable provided that continuation of the Compact does not alter the fundamental intent of the parties.

24. THIRD-PARTY BENEFICIARIES

This Compact is not intended to create any third-party beneficiaries and is entered into solely for the benefit of the Omaha Tribe and the State of Iowa.

25. PROVISION OF COMPACTS TO THE TRIBE

In the event that another Indian Tribe executes a compact with Iowa for the conduct of Class III Gaming, Iowa shall provide a copy thereof to the Omaha Tribe within five (5) days following execution by both the Tribe and the State.

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

26. NOTICES

Unless otherwise indicated differently, all notices, payments, requests, reports, information or demands which any party hereto may desire and may be required to give the other party hereto, shall be in writing and shall be personally delivered or sent by telefax, telegram or first class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the other party at its address appearing below or such other address as either party shall hereinafter inform the other party by written notice given as previously required:

If to Iowa:

State of Iowa
Department of Inspections
and Appeals
Attn: Director
Lucas State Office Building
Des Moines, Iowa 50319
FAX No. (515) 242-6863

With a copy to:

Iowa Department of Justice
Attn: Indian Gaming Contact
Hoover State Office Building
2nd Fl.
Des Moines, Iowa 50319
FAX No. (515) 281-4209

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

If to the Tribe:

Omaha Tribe of Nebraska
Attn: Chairman
P.O. Box 368
Macy, Nebraska 68039
FAX No. (402) 837-5308

All notices, payments, requests, reports, information or demands so given shall be deemed effective upon receipt or the expiration of the third day following the day of mailing, whichever occurs first, except that any notice of change of address shall be effective only upon receipt by the party to which the notice is addressed.

27. CALCULATION OF TIME

In computing any period of time prescribed or allowed by this Compact or any laws, rules or regulations of the Omaha Tribe, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless the last day is a Saturday, Sunday or a legal holiday under Omaha Tribal law, Iowa law, or federal law. If the act to be done is the filing of or providing access to any report or document, and

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

the last day of the period falls on a day in which the weather or other conditions have made the office in which the report or document is to be filed inaccessible, the designated period shall extend until the end of the next day on which the office is accessible which is not a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than eleven (11) days, intermediate Saturdays, Sundays and legal holidays under Omaha Tribal law, Iowa law or federal law shall be excluded from the computation period.

28. COUNTERPARTS

This Compact may be executed by the parties in any number of separate counterparts with the same effect as if the signatures were upon the same instrument. All such counterparts shall together constitute one and the same document.

29. ASSIGNMENT OF COMPACT BY IOWA OR THE OMAHA TRIBE

Neither Iowa nor the Omaha Tribe may assign any of its respective rights, title or interest in the Compact, nor may Iowa or the Omaha Tribe delegate any of their respective obligations and duties under this Compact, except as expressly provided in

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

this Compact. Any attempt at assignment or delegation in contravention of the foregoing shall be null and void. The Omaha Tribe may, without violating this Section, delegate its regulatory responsibilities to the Tribal Gaming Commission, enter into a Management Contract, or enter into a cross-deputization, mutual assistance or other similar agreement with a law enforcement agency of the United States or the State of Iowa. The State may, without violating this Section, delegate its responsibilities to any subdivision of the State of Iowa, to any county authorities in the State of Iowa or enter into a cross-deputization agreement with a law enforcement agency of the United States.

30. GOVERNING LAW

This Compact is, in all respects, to be governed by the laws of the United States of America. In the event the governing law of the United States looks to the law of a particular state for its content, the law applicable in this instance shall be the laws of the State of Iowa.

31. RENEGOTIATION

Renegotiations of the provisions of this Compact as contemplated in Section 35, and negotiations to conduct additional individual Class III games which are not specifically provided for in this Compact, as contemplated in Section 2, shall be conducted in good faith pursuant to the terms of this Compact and the terms of the Act as though they were a request to negotiate a Compact. The Tribe and the State shall both execute their obligations pursuant to this Compact reasonably and in good faith.

32. RIGHTS AVAILABLE UNDER THE ACT

Nothing in this Compact shall be construed to limit the rights or remedies available to the parties under the Act.

33. TRIBAL AND STATE-SOVEREIGNTY

This Compact shall not be construed to waive or diminish the sovereignty of the Tribe or Iowa, except as specifically provided by the terms set forth in this Compact. To the extent allowed by statutory, constitutional and common law, and with the approval of the Secretary of the Interior, the Tribe specifically waives

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

any defense of sovereign immunity which it might have in an action for declaratory and/or injunctive relief brought by Iowa or the Director which seeks to enforce this Compact or exercise any of the remedies provided to Iowa by this Compact. The State, by entering into this Compact, does not waive the sovereign immunity protection of the Eleventh Amendment to the United States Constitution. None of this Compact's language should be construed or interpreted as a waiver of the State's sovereign immunity protection under the Eleventh Amendment to the United States Constitution.

(a) This Compact does not alter any waiver of either State or Tribal immunity which may have been effectuated by Congress in passing the Act. This Compact in no way limits the application of 25 U.S.C.A. sec. 2710(d)(7)(A)(ii) [Supp. 1998] which provides an enforcement mechanism for violation of this Compact.

(b) In addition to the enforcement mechanism under subsection (a), both the State and the Tribe agree that suit to enforce any provision of this Compact may be brought in federal

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

court by either the State or the Tribe against any official or employee of either the State or the Tribe. Said suit may be brought for any violation of the terms of this Compact or violation of any applicable state or federal law. Relief in said suit shall be limited to prospective declaratory or injunctive relief. An allegation that an official or employee violated this Compact shall be deemed as an allegation that said official or employee is acting in excess of his/her authority for purposes of jurisdiction only. The State and the Tribe will bear their own costs of litigation for any action to enforce this Compact, including but not limited to, attorneys' fees.

(c) These enforcement provisions are an essential part of this Compact, and if they are found to violate the sovereign immunity of either the State or the Tribe or should the courts otherwise determine they lack jurisdiction to enforce the Compact, the parties will immediately resume negotiations to create a new enforcement mechanism.

(d) Any action brought to enforce this Compact shall be

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

brought in Federal District Court for the Northern District of Iowa if jurisdiction and venue are proper in this court. The choice of venue by the parties shall not be construed as a waiver of any immunity which either party might have.

34. EFFECTIVE DATE

This Compact shall be effective upon signature by both parties, approval by the Secretary and publication by the Secretary in the Federal Register in accordance with the Act.

35. DURATION

Unless earlier terminated pursuant to the terms of this Compact, this Compact shall remain effective through December 31, 2006 and shall automatically renew for successive eight (8) year terms unless either party gives notice in writing of its intent to renegotiate this Compact at least six (6) months, but no more than one (1) year prior to the expiration of the current term. The notice to renegotiate shall be in writing and shall describe the issues to be reconsidered. Negotiations shall commence as soon as is practical following the end of the notice period and shall be conducted in good faith by both parties. In the event

that the parties are unable to reach an agreement as to the terms of the new compact, this Compact will automatically terminate at the conclusion of the existing term.

36. AUTOMATIC TERMINATION

This Compact shall automatically terminate if the Tribe passes an ordinance or series of ordinances which result in discontinuing all authorized Class III Gaming for a period of at least one (1) year. Nothing in this Compact shall be interpreted as preventing the Tribe from terminating any gaming activity conducted pursuant to this Compact at any time.

37. NO SEPARATE ENTITY OR COOPERATIVE RELATIONSHIP

This Compact is not intended to create any separate administrative or legal entity. Nothing in this Compact shall be construed as creating any third-party beneficiaries, a partnership, joint venture, or other joint or cooperative relationship between Iowa and the Tribe for the purposes of conducting or regulating authorized Class III Gaming activities. The Tribe shall not represent to others that the gaming conducted by or on behalf of the Tribe is licensed or endorsed by Iowa or a

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

subdivision of Iowa.

38. MONITORING FEE

The Tribe shall remit, no later than October 30, 1999, and thereafter annually during the term of this Compact, to the Iowa Department of Inspections and Appeals for the purpose of monitoring Indian gaming according to standards determined by the Director, the sum of \$30,000. This sum shall annually be increased by five (5) percent over the amount of the payment for the previous year, for the duration of the Compact.

It is the intent of the Director to negotiate monitoring fees from all other Tribes operating Class III Gaming facilities on Indian Land in the State of Iowa as each tribal compact comes up for renewal. If any tribal-state compact subsequently entered into or extended or renewed by the State with any other Indian Tribe for a term longer than five years provides a monitoring fee of less than the amount due under this Section, this Section shall be subject to renegotiation upon written notice to the Director by the Tribe. During any such renegotiation period, the

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

obligation of the Tribe to tender any sums due under this Section, that exceed the amount paid by other tribes, shall be suspended. The renegotiation of this Section pursuant to this provision shall have no effect on any other Section of this Compact, and all other provisions and terms of this Compact shall remain valid and have full force and effect.

39. REVOCATION OF PREVIOUS COMPACTS

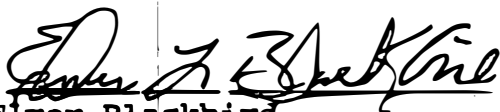
The Tribe and the State declare this Compact to be the current Compact governing Class III gaming on Indian lands of the Omaha Tribe of Nebraska in Iowa and hereby revoke all former Class III gaming compacts between the Tribe and the State.


40. INTEGRATION

This Compact, including the attached Appendices "A", "B", "C", "D" and "E", which are fully incorporated into this Compact by this reference as if written here, constitutes the entire agreement between the parties. Neither party is relying on any prior or other written or oral representation in entering into this Compact.

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

41. EXECUTION


Elmer Blackbird
Chairman of the Omaha
Tribe of Nebraska

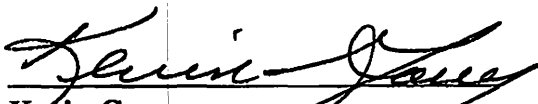

Kim D. Schmett
Director, Iowa Department of
Inspections & Appeals

D
D

December 10th, 1998
Date

Consistent with 25 U.S.C.A. Sec. 2710 (d)(8), the Compact between the Sovereign Nation of the Omaha Tribe of Nebraska and the Sovereign State of Iowa dated December 10, 1998, is hereby approved on this 27th day of January, 1999, by the Assistant Secretary - Indian Affairs, United States Department of the Interior.

F THE INTERIOR


Kevin Gover
As Secretary - Indian Affairs

APPENDIX "A"
OMAHA TRIBE/STATE OF IOWA GAMING COMPACT
GAMBLING DEVICE TESTING AND SPECIFICATIONS

(A) Gambling Device Requirements.

(1) Hardware specifications.

- (a) Electrical and mechanical parts and design principles shall not subject a player to physical hazards.
- (b) A surge protector shall be installed on the line that feeds power to the device. The battery backup or an equivalent for the electronic meters shall be capable of maintaining the accuracy of all information required for 180 days after electrical power is discontinued from the device. The backup shall be located in the locked logic board compartment.
- (c) An on/off switch that controls the electrical current used in the operation of the device and any associated equipment shall be located in an accessible place within the interior of the device.
- (d) The operation of the device shall not be adversely affected by static discharge or other electromagnetic interference.
- (e) The device shall have a minimum of one electronic coin acceptor meeting the security requirements of the Commission.

- (f) The internal space of the device shall not be readily accessible when the front door of the device is both closed and locked.
 - (g) Logic boards and software eproms shall be in a locked area within the device and shall be sealed with evidence tape.
 - (h) The drop bucket compartment shall be in a locked area within or attached to the device.
 - (i) The device shall have no hardware switches capable of altering the pay tables or payout percentages of the device. Hardware switches may be installed in the device to control graphic routines, speed of play, and sound.
 - (j) An identification plate containing the following information shall be permanently affixed to the exterior of the device: Manufacturer; serial number; model number.
 - (k) The rules of play for the device shall be clearly displayed on the face or screen. The rules shall not be incomplete, confusing, or misleading. Each device shall also display the credits wagered and the credits awarded for the occurrence of each possible winning combination based on the number of credits wagered. All information required by this paragraph shall be kept under glass or other transparent material. Stickers or other removable items shall not be placed on the face of the device if they would make the required information unreadable.
- (2) Software requirements-random number generator. Each

gambling device shall have a random number generator that will determine the occurrence of a specific card, number or stop. A selection process will be considered random if it meets the following requirements:

- (a) Each card, number or stop shall satisfy the 99 percent confidence limit using the standard chi-squared analysis. "Chi-squared analysis" is the sum of the square of the difference between the expected result and the observed result.
- (b) Each card, number or stop shall not produce a significant statistic with regard to producing patterns of occurrences. Each card number or stop will be considered random if it meets the 99 percent confidence level with regard to the "runs test" or any similar pattern testing statistic. The "runs test" is a mathematical statistic that determines the existence of recurring patterns within a set of data.
- (c) Each card number, or stop position shall be independently chosen without regard to any other card, number or stop within that game play. This test is the "correlation test." Each pair of cards, number or stop positions shall be considered random if they meet the 99 percent confidence level using standard correlation analysis.
- (d) Each card number or stop position shall be independently chosen without reference to the same card or number position in the previous game. This test is the serial correlation test." Each card or number position shall be considered random if it meets the 99 percent confidence level using

standard serial correlation analysis.

- (3) Continuation of game after malfunction is cleared. Each Gambling Device shall be capable of continuing the current game with all current game features after a malfunction is cleared unless the malfunction renders the device totally inoperable. If the malfunction renders the device totally inoperable the current wager and all credits appearing on the screen prior to the malfunction shall be returned to the player.
- (4) Software requirements-play transaction records. Each Gambling Device shall maintain electronic accounting meters at all times, regardless of whether the device is supplied with power. Each meter shall be capable of recording and maintaining totals, no less than six digits in length, for the following information or the following information shall be ascertainable by calculations based on the recorded information:
 - (a) Total number of tokens inserted. The meter shall count the total number of tokens that are inserted by the player.
 - (b) Total number of tokens paid out.
 - (c) Total coins dropped to drop bucket.
 - (d) Total number of credits wagered.
 - (e) Total number of credits won.
 - (f) Total credits paid out.
 - (g) Number of times the logic area was accessed.

- (h) Number of times the cash door of the device was accessed.
- (i) Number of tokens or credits wagered in the current game.
- (j) Total credits for games won but not collected, commonly referred to as the credit meter.

The meters described in "a," "b," and "c," above, shall be placed in a position so that the numbers can be read without opening the device.

No device shall have a mechanism which will cause the electronic accounting meters to automatically clear in the event of an error. Clearing of the electronic accounting meters may occur only after notification and approval by a Commission official.

All meter readings shall be recorded in the presence of a Commission employee both before and after an electronic accounting meter is cleared.

- (5) Software requirements-error conditions-automatic clearing. Devices shall be capable of detecting and displaying the "power reset" condition and the "door open" condition. These conditions shall be automatically cleared by the device upon initiation of a new pay sequence at the start of the second game.
- (6) Percentage Payout Gambling Devices. Percentage payout Gambling Devices shall meet the following maximum and minimum theoretical percentage payouts during the expected lifetime of the device.
 - (a) The device must payout at least 80 percent and no

more than 99 percent of the amount wagered. The theoretical payout percentage is determined using standard methods of probability theory.

- (b) A device must have a probability of obtaining the maximum payout greater than 1 in 17,000,000.

(7) Error conditions.

- (a) Gambling Devices shall be capable of detecting and displaying the following error conditions which may be cleared by an attendant.

- (1) Coin-in jam.

- (2) Coin-out jam.

- (3) Hopper empty or timed out.

- (4) RAM error.

- (5) Hopper runaway or extra coin or coins paid out.

- (6) Low RAM battery, for batteries external to the RAM itself. A battery approved by the Commission that is replaced pursuant to its manufacturer's specifications or as specified in the prototype approval report, whichever is sooner, may be installed in lieu of the low RAM battery error condition.

- (b) A description of Gambling Device error codes and their meanings shall be affixed inside the slot machine.

- (8) Hopper mechanism. Gambling Devices must be equipped with a hopper which is designed to detect jammed coins, extra coins paid out, hopper runaways, and hopper empty conditions. The Gambling Device control program must monitor the hopper mechanism for these error conditions in all game states. All coins or tokens paid from the hopper mechanism must be accounted for by the device, including those paid as extra coins during a hopper malfunction.

Progressive Slot Machines. A Progressive Slot Machine shall have a progressive meter showing the payoff.

- (a) Limits. A limit may be imposed on the jackpot of a Progressive Slot Machine provided that the limit imposed is greater than the jackpot payout on the Progressive Slot Machine at the time the limit is imposed. Any limit imposed on a Progressive Slot Machine shall be prominently displayed to the public.
- (b) Pay-off indicator. No payoff indicator may be turned back to a lesser amount unless one of the following circumstances occurs:
- (1) The amount shown on the progressive meter is paid to a player as a jackpot.
 - (2) It is necessary to adjust the progressive meter to prevent it from displaying an amount greater than the limit imposed by the licensee.
 - (3) It is necessary to change the progressive indicator due to malfunction in the device.

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

- (4) A progressive jackpot may be transferred to another Progressive Slot Machine at the same location in the event of a machine malfunction.
- (c) Jackpot limit. When the maximum jackpot limit is reached, it must be permitted to remain until it is won by a player.
- (d) Records required. Records shall be maintained that record the amount shown on a progressive jackpot meter. Supporting documents shall be maintained to explain any reduction in the payoff amount from a previous entry. The records and documents shall be retained for a period of five (5) years unless permission to destroy them earlier is given by the Commission in writing.

[THE REMAINDER OF THIS PAGE WAS DELIBERATELY LEFT BLANK]

APPENDIX "B"
OMAHA TRIBE/STATE OF IOWA GAMING COMPACT
SECURITY AND SURVEILLANCE REQUIREMENTS

(A) Closed Circuit Television. Every Operator shall install, maintain and operate a closed circuit television system according to the specifications set forth in this Appendix. The Commission shall have access to the system or its signal at all times.

(B) Required Equipment. The closed circuit television system shall include, but shall not be limited to, the following equipment:

- (1) Cameras. Pan, tilt, zoom, commonly referred to as P.T.Z. cameras, that are light sensitive and capable of being placed behind a dome or one-way mirror which conceals the P.T.Z. cameras from view. Each camera shall have the capability to distinguish a clear, unobstructed view of the table number of the gaming table or gaming device.
- (2) Video printers. Video printers shall be capable of adjustment and shall possess the capability to generate instantaneously upon command a clear, still copy of the image depicted on a videotape recording with a minimum of 128 shades of gray.
- (3) Video screens. Video monitor screens must be at least 12 inches measured diagonally and all controls must be front mounted. Solid state circuitry is required.
- (4) Date and time generators. Date and time generators shall be capable of recording both time and date of the recorded events without obstructing the

recorded view. Recordings must be in military time.

- (5) Universal power supply. The system and its equipment must be directly and securely wired in a manner designed to prevent tampering with the system.
- (6) Camera domes. Camera domes shall be of sufficient quality and size to accommodate P.T.Z. cameras and shall be capable of providing clear, unobstructed views.
- (7) Video switchers. Video switchers shall be capable of both manual and automatic sequential switching for the entire surveillance system.
- (8) Videotape recorders. Videotape recorders shall be capable of producing high quality, first generation pictures with a horizontal resolution of a minimum of 300 lines nonconsumer, professional grade, and recording standard ½ inch, VHS tape with high-speed scanning and flickerless playback capability in real time. In addition recorders shall have time and date insertion capabilities for taping what is being viewed by any camera in the system. A minimum of one video recorder for every eight video cameras is required.

(C) Required surveillance. Every Operator shall conduct and record surveillance which allows clear, unobstructed views in the following areas of the gambling facility:

- (1) Overall views of the casino pit area.

- (2) All gaming or card table surfaces, including table bank trays, with sufficient clarity to permit identification of all chips, cash, and card values, and the outcome of the game. Each gaming table shall have the capability of being viewed by no less than two cameras.
- (3) Dice in craps games, with sufficient clarity to read the dice in their stopped position after each roll.
- (4) All roulette tables and wheels, capable of being recorded on a split screen to permit views of both the table and the wheel on one monitor screen.
- (5) All areas within cashier cages and booths, including, but not limited to, customer windows, employee windows, cash drawers, vaults, safes, counters, chip storage and fill windows. Every transaction occurring within or at the casino cashier cages must be recorded with sufficient clarity to permit identification of currency, chips, tokens, fill slips, paperwork, employees and patrons.
- (6) All entrance and exit doors to the casino area shall be monitored by the surveillance system if they are utilized for the movement of uncounted moneys, tokens, or chips. Also, elevators, stairs and loading and unloading areas shall be monitored if they are utilized for the movement of uncounted moneys, chips, or tokens.
- (7) All areas within a hard count room and any area where uncounted coin is stored during the drop and count process, including walls, doors, scales,

- wrapping machines, coin sorters, vaults, safes,
and general work surfaces.
- (8) All areas within a soft count room, including solid walls, doors, solid ceilings, stored dropboxes, vaults, safes, and counting surfaces which shall be transparent.
 - (9) Overall views of patrons, dealers, spectators, and pit personnel, with sufficient clarity to permit identification thereof.
 - (10) Overall views of the movement of cash, gaming chips and tokens, drop boxes and drop buckets.
 - (11) All areas on the general casino floor with sufficient clarity to permit identification of all players, employees, patrons, and spectators.
 - (12) Every licensee who exposes Video Games of Chance or Slot Machines for play shall install, maintain, and operate at all times a casino surveillance system that possesses the capability to monitor and record clear, unobstructed views of the following:
 - (a) All Gambling Device change booths, including their cash drawers, countertops, counting machines, customer windows, and employee windows, recorded with sufficient clarity to permit identification of all transactions, cash, and paperwork therein.
 - (b) The Gambling Device numbers shall be recorded with sufficient clarity to permit identification of all players, employees,

patrons, and spectators.

(D) Equipment in surveillance offices. Gambling facilities shall be equipped with a minimum of two 12-inch monochrome video monitors with control capability of any video source in the surveillance system. The following shall be additional mandatory equipment for the surveillance office:

- (1) Video printer.
- (2) Video recorders.
- (3) Audio pickup of soft count room.
- (4) Time and date generators, if not in the master surveillance system.
- (5) Total override surveillance system capabilities. All closed circuit cameras shall be equipped with lenses of sufficient quality to allow clarity of the value of gaming chips, tokens, and playing cards. These cameras shall be capable of black and white recording and viewing except those covering exits and entrances of the casino area which shall be capable of recording in color.

(E) Lighting. Adequate lighting shall be present in all areas of the casino and count rooms to enable clear video reproduction.

(F) Surveillance room. There shall be provided in each gambling facility a room or rooms specifically utilized to monitor and record activities on the casino floor, count room, cashier cages and slot cages. These rooms shall have a trained surveillance person present during casino operation hours. The following are requirements for the operation of equipment in the

surveillance room:

- (1) Surveillance equipment. All equipment that may be utilized to monitor or record views obtained by a casino surveillance system must remain located in the room used exclusively for casino surveillance security purposes, except for equipment which is being repaired or replaced. The entrance to the casino surveillance room shall be locked or secured at all times.
- (2) Override capability. Casino surveillance equipment must have total override capability over any other satellite monitoring equipment in other casino offices, with the exception of the Commission rooms.
- (3) Commission access. Commission employees shall at all times be provided immediate access to the casino surveillance room and other casino surveillance area. Also, all Commission employees shall have access to all records and areas of such rooms.
- (4) Surveillance logs. Entry in the log shall be required when requested by the Commission, whenever surveillance is conducted on anyone, or whenever any activity that appears unusual, irregular, illegal or in violation of Commission rules is observed. Also, all telephone calls shall be logged.
- (5) Blueprints. A copy of the configuration of the casino floor shall be posed and updated immediately upon any change. Also included shall be the location of any change, and the location of

surveillance cameras, gaming tables and slot machines by assigned numbers. Copies shall also be made available to the Commission room.

- (6) Storage and retrieval. Surveillance personnel will be required to label and file all videotape recordings. The date, time, and signature of the person making the recording shall be recorded. All videotape recordings shall be retained for at least seven (7) days after recording unless a longer period is required by the Commission, or a court order. Original audio tapes and original video tapes shall be released to the Commission upon demand.
- (7) Malfunctions. Each malfunction of surveillance equipment must be repaired within 24 hours of the malfunction. If, after 24 hours, activity in the affected area cannot be monitored, the game or machine shall be closed until such coverage can be provided. A record of all malfunctions shall be kept and reported to the Commission on a daily basis.
- (8) Security. Entry to the surveillance room is limited to persons approved by the Commission. A log of personnel entering and exiting the surveillance room shall be maintained and submitted to the Commission every 30 days.

(G) Playback station. An area is required to be provided within the commission room that will include, but is not limited to, a video monitor and a video recorder with the capability of producing first generation videotape copies.

(H) Additional requirements.

- (1) Audio and videotape monitoring. Audio and videotape monitoring will be continuously available in the commission room and security detention areas, when someone is being detained. These recordings shall be retained for thirty (30) days after the recorded event, unless directed otherwise by the Commission or a court order.
- (2) Commission access. The Commission and its employees shall at all times be provided immediate access to the surveillance room and all areas of the casino.
- (3) Written plans and alterations. The operator shall submit to the Commission for approval a written casino surveillance system plan no later than sixty (60) days prior to the start of gaming operations.
- (4) Casino surveillance system plan. The casino surveillance system plan must include a casino floor plan that shows the placement of all casino surveillance equipment in relation to the locations required to be covered and a detailed description of the casino surveillance system and its equipment.

(I) Changes in game locations. The Operator may change the location of table games, Gambling Devices and other gaming devices. The surveillance system must also be adjusted, if necessary, to provide the coverage required by these rules. The Commission shall approve the change in the surveillance system before the relocated table games, Gambling Devices or other gaming devices may be placed into operation. The Operator must submit any change to the surveillance system showing the change in the location of table games, Gambling Devices, other gaming

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

devices and related security and surveillance equipment within seven (7) days to the Commission.

(J) Surveillance during nongambling hours. Security surveillance will be required during nongambling hours as follows:

- (1) Cleanup and removal time. At any time cleanup operations or money removal is being conducted in the casino area, the security surveillance room shall be staffed with a minimum of one trained surveillance person.
- (2) Locked down mode. Anytime the casino is closed and in a locked down mode, sufficient surveillance coverage shall be conducted to monitor and record the casino, in general, so that security integrity is maintained. During this period it is not required that a trained security surveillance person be present.

[THE REMAINDER OF THIS PAGE WAS DELIBERATELY LEFT BLANK]

APPENDIX "C"
OMAHA TRIBE/STATE OF IOWA GAMING COMPACT
ACCOUNTING AND CASE CONTROL

(A) Financial Statements. The Commission shall require the filing of monthly and annual financial statements covering all of the financial activities of the gambling operation. At a minimum the financial statements shall include the following items in detail: Casino revenues; revenues net of complimentary services; total costs and expenses; income before extraordinary items and net income.

(B) Internal Control System. Operators shall implement an internal control system that meets the following minimum standards:

- (1) Administrative controls. Administrative controls which include, but are not limited to, the plan of organization and the procedures and records which reflect the decision process leading to management's level of authorization of transactions.
- (2) Accounting controls. Accounting controls which include the plan of organization and the procedures and records intended to safeguard assets and ensure the reliability of financial records and are consequently designed to provide reasonable assurance that:
 - (a) Transactions are executed in accordance with management's general and specific authorization.
 - (b) Transactions are recorded as necessary to permit preparation of financial statements in

conformity with generally accepted accounting principles and to maintain accountability for assets.

- (c) Access to assets is permitted only in accordance with management authorization.
 - (d) Recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (3) Personnel control. The internal control system shall ensure that personnel are honest and competent and adequately trained in the applicable procedures. Employee functions shall be segregated to ensure that no employee is in a position to perpetrate or conceal errors or irregularities in the normal course of their duties.

[THE REMAINDER OF THIS PAGE WAS DELIBERATELY LEFT BLANK.]

APPENDIX "D"
OMAHA TRIBE/STATE OF IOWA GAMING COMPACT
GAME RULES

(A) Maximum Wager and Loss Limits. The maximum wager limitation on all authorized gaming conducted by the Tribe, except pari-mutuel wagering on Simulcasting, Lotteries, Sports Betting Pools and Sports Betting, including Parlay Cards, shall be set by the Commission from time to time but shall not exceed the maximum wager limits or maximum loss limits that are in effect pursuant to Iowa statutory law and rules promulgated by the Iowa Racing and Gaming Commission for the same or similar types of gaming in facilities which are licensed by the State of Iowa.

(B) Dice Game Rules.

(1) Craps - Mini-Craps.

- (a) Rules, permissible wagers and payout odds. Proposals for permissible rules, wagers and payout odds shall be submitted in writing by the Operator to the Commission and shall be approved by the Commission prior to conducting any craps games. All changes in these rules shall be approved in writing by the Commission prior to the implementation of the change.
- (b) Call bets. Wagers shall be made before the dice are thrown. "Call bets," or the calling out of bets between the time the dice leave the shooter's hand and the time the dice come to rest, not accompanied by the placement of gaming chips, shall not be allowed.

- (c) Placement of bets. All wagers at craps shall be made by placing gaming chips on the appropriate areas of the craps layout.
- (2) Chuck-a-luck, hazard, under and over seven, beat the dealer (beat the shaker), barhoot (barbouth, barbudey, barbooth and barabout).
- (a) Rules, game procedures, permissible wagers and payout odds. Proposals for permissible rules, game procedures, wagers and payout odds shall be submitted in writing by the Operator to the Commission, and shall be approved by the Commission prior to conducting any game of chuck-a-luck, hazard, under and over seven, beat the dealer, or barhoot. All changes in these rules shall be approved in writing by the Commission prior to the implementation of the change. Proposed rules which follow those set forth in Scarne's New Complete Guide to Gambling, by John Scarne (1984), will be presumptively entitled to approval by the Commission. The payment of vigorish shall not count against the wagering limitation determined by the Commission.
 - (b) Placement of bets. All wagers in the games of chuck-a-luck, hazard, under and over seven, beat the dealer, and barhoot shall be made by placing gaming chips or plaques on the appropriate areas of the corresponding layout. The placement of bets on the layout is the responsibility of the player regardless of whether they are assisted by the dealer. Each player shall ensure that

any instructions they give the dealer regarding the placement of their wager are correctly carried out. Each wager shall be settled strictly in accordance with its position on the layout where the dice come to rest. Once a wager is placed, no player shall remove or alter such wager until a decision has been made and implemented with respect to that wager. No dealer, operator, person or casino employee shall permit any player to engage in any conduct in violation of this rule.

- (c) Wagers and payouts. Each Operator shall submit in writing for the review and approval of the Commission the minimum and maximum wagers and payouts for each winning wager on the layout. These should be posted conspicuously on a sign visible from each table, on the layout itself, or available in pamphlet form.
- (d) Call bets. Wagers shall be made before the dice are thrown. "Call bets", or the calling out of bets between the time the dice leave the shooter's or dealer's hand and the time the dice come to rest, whether or not accompanied by the placement of gaming chips, will not be allowed.

(3) Bang.

- (a) Rules, permissible wagers and payout odds. Proposals for permissible rules, wagers and payout odds shall be submitted in writing by the Operator to the Commission and shall be

approved by the Commission prior to conducting any bang games. All changes in these rules shall be approved by the writing by the Commission prior to implementation of the change.

- (b) Placement of bets. All wagers on bang shall be made by placing the gaming chips or plaques on the appropriate area of the bang layout. The proper placement of wagers on the layout is the responsibility of the player regardless of whether they are assisted by the dealer. Each player shall ensure that any instructions they give to the dealer regarding the placement of the wager are correctly carried out.
- (c) Call bets. Wagers shall be made before the dice are thrown. "Call bets", or the calling out of bets between the time the dice leave the shooter's or dealer's hand and the time the dice come to rest, whether or not accompanied by the placement of gaming chips, will not be allowed.
- (d) Altering wagers. Once a wager is placed, no player shall remove or alter such wager until a decision has been rendered and implemented with respect to that wager. No dealer, operator, person or casino employee shall permit any player to engage in conduct in violation of this rule. Each wager shall be settled strictly in accordance with its position on the layout where dice come to rest.

(4) Lotto dice.

- (a) Rules, permissible wagers and payout odds. Proposals for rules, permissible wagers and payout odds shall be submitted in writing by the Operator and approved by the Commission prior to the conducting of any game of Lotto Dice. Changes in rules, permissible wagers and payout odds shall be submitted in writing and approved by the Commission prior to any changes.
- (b) Wagering. All wagers at lotto dice shall be made by placing gaming chips, plaques or tokens on the appropriate areas of the lotto dice layout. Each player shall be responsible for the correct positioning of their wager or wagers on the lotto dice layout regardless of whether they are assisted by the dealer. Each player shall ensure that any instructions they give the dealer regarding the placement of their wager are correctly carried out. Once a wager is placed, no player shall remove or alter such wager until a decision has been implemented with respect to that wager. No dealer, operator, person or casino employee shall permit any player to engage in any conduct in violation of this rule. Each wager shall be settled strictly in accordance with its position on the layout when the dice come to rest.
- (c) Minimum and maximum wagers. Each operator shall submit in writing to the Commission for review and approval the minimum and maximum wagers permitted at each lotto dice table in the casino. The minimum and maximum wagers as approved by the Commission shall be conspicuously posted at a sign on each table at all times.

- (d) Call bets. Wagers shall be made before the dice are thrown. "Call bets," or the calling out of bets between the time the dice leave the shooter's or dealer's hand and the time the dice come to rest, whether or not accompanied by the placement of gaming chips, will not be allowed.
 - (e) Procedures for lotto dice play and payouts. Proposals for game procedures and payouts to be used in lotto dice shall be submitted in writing and approved by the Commission prior to the operator conducting any lotto dice game. Changes in procedures and payouts must be submitted in writing and approved by the Commission prior to implementation. Payouts on winning wagers must be disclosed on the layout or available in pamphlet form at each table.
 - (f) Altering wagers. Once a wager is placed, no player shall remove or alter such wager until a decision has been rendered and implemented with respect to that wager. Each wager shall be settled strictly in accordance with its position on the layout when the decision is rendered.
- (5) Sic-bo.
- (a) Wagering. All wagers in sic-bo shall be made by placing gaming chips, plaques or tokens on the appropriate areas of the sic-bo layout.

Each player shall be responsible for the correct positioning of their wager or wagers on the sic-bo layout regardless of whether they are assisted by the dealer. Each player shall ensure that any instructions they give to the dealer regarding the

placement of their wager are correctly carried out.

Each wager shall be settled strictly in accordance with its position on the layout when the dice come to rest.

- (b) Minimum and maximum wagers. Each operator shall submit in writing to the Commission for review and approval the minimum and maximum wagers permitted at each sic-bo table in the casino. The minimum and maximum wagers as approved by the Commission shall be conspicuously posted on a sign at each table at all times.
- (c) Procedures for play. Proposals for rules, game procedures and payouts to be used in sic-bo shall be submitted in writing and approved by the Commission prior to the Operator conducting any sic-bo game. Changes in procedures must be submitted in writing and approved by the Commission prior to implementation.
- (d) Altering wagers. once a wager is placed, no player shall remove or alter such wager until a decision has been rendered and implemented with respect to that wager. No dealer, Operator, person or casino employee shall permit any player to engage in conduct in violation of this rule.

(C) Wheel Game Rules.

(1) | Roulette.

(a) Wagers.

- (1) All wagers at roulette shall be made by placing gaming chips or tokens on the appropriate areas of the roulette layout.
 - (2) No person at a roulette table shall be issued or permitted to game with nonvalue chips that are identical in color and design to value chips or to nonvalue chips being used by another person at the same table.
 - (3) Each player shall be responsible for the correct positioning of their wager or wagers on the roulette layout regardless of whether they are assisted by the dealer. Each player shall ensure that any instructions they give to the dealer regarding the placement of their wager are correctly carried out.
 - (4) Each wager shall be settled strictly in accordance with its position on the layout when the ball falls to rest in a compartment of the wheel.
 - (5) Each Operator shall submit in writing to the Commission for review and approval the minimum and maximum wagers permitted at each roulette table in the casino. The minimum and maximum wagers as approved by the Commission shall be conspicuously posted on a sign at each table at all times.
- (b) Procedure for play. Proposals for procedures and payouts to be used at roulette shall be submitted in writing and approved by the Commission prior to the Operator conducting any roulette game. Changes in procedures must be submitted in writing

and approved by the Commission prior to
implementation.

(2) Big-six roulette.

(a) Wagers.

- (1) All wagers at big six-roulette shall be made by placing gaming chips or plaques on the appropriate areas of the layout.
- (2) Each player shall be responsible for the correct positioning of their wager or wagers on the layout regardless of whether they are assisted by the dealer.
- (3) Each wager shall be settled strictly in accordance with its position on the layout when the wheel stops with the winning indicator in a compartment of the wheel.

(b) Procedures for play. Each Operator shall submit in writing for the review and approval of the Commission the minimum and maximum wagers and payouts for each winning wager. These shall be posted conspicuously on a sign at each table.

(3) Money wheel, color wheel, merchandise wheel, and horse race wheel.

(a) Wagers.

- (1) All wagers at money wheel, color wheel, merchandise wheel, and horse race wheel shall be made by placing the gaming chips or

plaques on the appropriate areas of the layout.

(2) Each player shall be responsible for correct positioning of their wager or wagers on the layout regardless of whether they are assisted by the dealer. Once a wager is placed, no player shall remove or alter such wager until a decision has been rendered and implemented with respect to that wager. No dealer, operator, person or casino employees shall permit any player to engage in conduct in violation of this rule.

(3) Each wager shall be settled strictly in accordance with its position on the layout when the wheel stops with the indicator in a winning compartment of the wheel.

(b) Procedures for play. Each operator shall submit in writing for the review and approval of the Commission the minimum and maximum wagers and payouts for each winning wager as well as game procedures, rules and other matters related to the operation of such games. Maximum wagers and payouts shall be posted conspicuously on the layout or on a sign at each layout or wheel.

(D) Simulcasting Rules.

(1) Wagering restrictions. The Operator shall receive wagers of money only from a person present at the location showing the simulcast transmission. The person wagering shall acquire an interest in the total money wagered on all horses or dogs in the race in proportion to the amount of money wagered by the

person.

- (2) Wagering certificates. The Operator shall issue to each person wagering a certificate on which shall be shown the number of the race the amount wagered and the number or name of the horse or dog selected as the first winner.
- (3) Amount wagered. As each race is won the Operator shall deduct sixteen percent (16%) from the total sum wagered on all horses or dogs in the appropriate pool. The balance after deducting breakage (up to ten (10) cents on one (1) dollar) shall be paid to the holders of certificates on horses or dogs in the proportion that the amount wagered by each certificate holder bears to the total amount wagered on all horses. The Operator may likewise receive other wagers on horses or dogs that the Commission may authorize. The Commission may authorize the Operator to deduct a higher percentage of the total sum wagered not to exceed twenty percent (20%) on multiple or exotic wagering involving more than one (1) horse or dog.

(E) Card Game Rules.

- (1) Twenty-one.
 - (a) Rules, permissible wagers, shuffling, dealing and cutting procedures and payout odds. Proposals for rules, permissible wagers, shuffling, cutting procedures and payout odds shall be submitted in writing by the Operator and approved by the Commission prior to conducting any games of twenty-one. Changes in rules, permissible wagers and payout odds shall be submitted in writing and

approved by the Commission prior to
implementation.

- (b) **Wagers.** Prior to the first card being dealt from each round of play, each player at the game of twenty-one shall make a wager against the dealer by placing gaming chips on the appropriate areas of the twenty-one layout. Once the first card of any hand has been dealt by the dealer, no player shall handle, remove or alter any wagers that have been made until a decision has been rendered and implemented with respect to that wager. Once a wager on the insurance line, a wager to double down or a wager to split pairs has been made and confirmed by the dealer, no player shall handle, remove or alter such wagers until a decision has been rendered and implemented with respect to that wager. No operator, dealer or other employee or person shall permit any player to engage in conduct violative of this rule.
- (c) **Dealing.** At the conclusion of a round of play, all cards still remaining on the layout shall be picked up by the dealer in order and in such a way that they can be readily arranged to indicate each player's hand in case of question or dispute. The dealer shall pick up the cards beginning with those of the player to the far right and moving counterclockwise around the table. The dealer's hand will be the last hand collected. The cards will then be placed on top of the discard pile. No player or spectator shall handle, remove or alter any cards used to game at twenty-one and no dealer or other casino employee shall permit a player or spectator to engage in such activity.

- (d) Point counts. Each player at the table shall be responsible for correctly computing the point count of their hand and no player shall rely on the point counts announced by the dealer without checking the accuracy of such announcement.
- (2) Poker.
- (a) Rules, permissible wagers, game procedures, shuffling, dealing and cutting procedures and payout odds. Proposals for rules, permissible wagers, game procedures, shuffling, cutting procedures and payout odds shall be submitted in writing by the operator and approved by the Commission prior to the conducting of any games of Poker. Changes in rules, permissible wagers, game procedures, shuffling, dealing, cutting procedures and payout odds shall be submitted in writing and approved by the Commission prior to implementation.
 - (b) Wagers. Each ante (if any) and wager in a game of Poker and its variations shall be considered a separate play for the purposes of the bet limitation determined by the Commission. The rules submitted by the operator shall provide that not greater than five raises shall be allowed in any particular round of betting without the prior approval of the Commission. At the option of the operator, the rules may provide that a player may check and raise. In case of a tie, tie players shall share equally in the pot. If a pot is not equally divisible by the number of winners, the odd sum left after division, i.e., breakage, goes to the player who was called. In high-low poker, the indivisible amount goes to the winner of the

high hand.

- (c) Games rules. Rules regarding dealing and game rules and procedures will presumptively be entitled to approval by the Commission if they comply with Scarne's Guide to Modern Poker, by John Scarne (First Fireside Edition, 1986).
 - (d) Dealing. The poker dealer will shuffle, cut and deal all hands of each game. Customers will at no time handle cards other than those cards in their respective hands while in play. The dealer is responsible for the security of the cards at all times. All discards should be visually checked by the dealer to make sure none are held out. Gaming operators shall submit proposed rules for dealing, shuffling, burn card procedures, blinds due, rake and revenue procedures shall be submitted to the Commission for approval.
- (3) Baccarat, mini-baccarat and chemin de fer.
- (a) Rules, game procedures, permissible wagers, shuffling, dealing and cutting procedures and payout odds. Proposals for rules, permissible wagers, shuffling, dealing, cutting procedures and payout odds shall be submitted in writing by the Operator and approved by the Commission prior to conducting any game of chemin de fer, mini-baccarat or baccarat. Changes in rules, permissible wagers and payout odds, game procedures, shuffling, dealing and cutting techniques shall be submitted in writing and approved by the Commission prior to implementation. Proposals for rules for conduct

of the games of baccarat and chemin de fer, which follow rules approved by the states of Nevada or New Jersey, or those contained in Scarne's New Complete Guide to Gambling (1986), will presumptively be entitled to approval by the Commission.

- (b) **Wagers.** Prior to the first card being dealt for each round of play, players, numbering up to twelve (12) on a regular game, and up to seven (7) on a mini-baccarat game, shall make a wager in favor of the player or the bank by placing a chip or plaque on the player's appropriate position on the layout, not to exceed the wager limitation set by the Commission for either the player or the bank. Payment of a vigorish on winning bank hands shall not count as a wager for the purposes of any bet limitation. In the game of chemin de fer, the players take turn being the bank, and in the game of baccarat, the Operator acts as the banker.
- (c) **Dealing.** At the conclusion of a round of play, all cards still remaining on the layout shall be picked up by the dealer in order and in such a way that they can be readily arranged to indicate the bank's hand and each player's hand in the case of question or dispute. The dealer shall pick up the cards beginning with those of the player to the far right and moving counter-clockwise around the table. The bank's hand will be the last hand collected. The cards will then be placed on top of the discard pile or in the discard chute. No player or spectator shall be allowed to remove or alter any of the cards used in the games of chemin de fer, mini-baccarat or baccarat, and no dealer or other casino employee shall permit a player or

spectator to engage in such activity. Each player at the table shall be responsible for correctly computing the point count of their hand, and no player shall rely on the point counts announced by the dealer without checking the accuracy of such announcement.

(4) Monte (Spanish monte and monte bank.)

- (a) Rules, shuffling, dealing and cutting procedures and payout odds. Proposals for rules, shuffling, dealing and cutting procedures and payout odds shall be submitted in writing by the Operator and approved by the Commission prior to conducting any game of monte. Changes in rules, permissible wagers and payout odds shall be submitted in writing and approved by the Commission prior to implementation.
- (b) Game procedures, including dealing. Proposals for permissible wagers on the monte layout, selection of banker and rotation, and game procedures, including dealing, shall be submitted in writing by the Operator and approved by the Commission to conducting any game of monte. Changes in wagers, selection procedures for selection of bankers, and game procedures, including dealing, shall be submitted in writing and approved by the Commission prior to implementation.
- (c) Wagers. Each player shall be responsible for the correct positioning of their wager or wagers on the monte layout regardless of whether they are assisted by the dealer. Each player shall ensure that any instructions they give the dealer regarding the placement of their wager or wagers

are correctly carried out.

- (d) Altering wagers. Once a wager is placed, no player shall remove or alter such wager until a decision has been rendered and implemented with respect to that wager. No dealer, Operator, person or casino employee shall permit any player to engage in conduct in violation of this rule. Each wager shall be settled strictly in accordance with its position on the layout when the decision is rendered.
- (5) Pai gow and pai gow poker.
- (a) Rules, game procedures, permissible wagers, shuffling, dealing and cutting procedures and payout odds. Proposals for rules, dice rolling procedures, game procedures, permissible wagers, shuffling, dealing, cutting procedures and payout odds shall be submitted in writing by the Operator and approved by the Commission prior to conducting any games of pai gow or pai gow poker. Changes in rules, dice rolling procedures, permissible wagers, payout odds, game procedures, shuffling, dealing and cutting procedures and game procedures shall be submitted in writing and approved by the Commission prior to implementation.
 - (b) Point Count. Each player at the table shall be responsible for correctly calculating the point count of their hand, and no player shall rely on the point counts announced by the dealer without checking the accuracy of each announcement.
 - (c) Altering wagers. Once a wager is placed, no player shall remove or alter such wager until a decision

has been rendered and implemented with respect to that wager. No dealer, operator, person or casino employee shall permit any player to engage in conduct in violation of this rule. Each wager shall be settled strictly in accordance with its position on the layout when the decision is rendered.

- (d) Wagering limitation. Each Operator shall submit in writing to the Commission for review and approval the minimum and maximum wagers permitted at each pai gow and pai gow poker table in the casino. The payment of vigorish shall not count against any bet limitation. The minimum and maximum wagers as approved by the Commission shall be conspicuously posted on a sign at each table at all times.
- (6) Red dog (in between).
- (a) Rules, permissible wagers and shuffling, dealing and cutting procedures, game procedures and payout odds. Proposals for rules, permissible wagers, shuffling, dealing and cutting procedures, game procedures, and payout odds shall be submitted in writing by the Operator and approved by the Commission prior to conducting a game of Red Dog. Changes in rules regarding permissible wagers, payout odds, shuffling, dealing and cutting procedures, and game procedures and payout odds shall be submitted writing and approved by the Commission prior to implementation.
 - (b) Wagers. Prior to the first card being dealt from each round of play, each player at the game of red dog shall make a wager by placing gaming chips on

the appropriate areas of the red dog layout. Each raise following the first two (2) cards of any hand may be considered to be a separate play for the purposes of any bet limitation but may not exceed the amount of the initial wager. Once the third card of any hand has been dealt by the dealer, no player shall remove, or alter any wagers that have been made until a decision has been rendered and implemented with respect to that wager. Once a raised wager has been made and confirmed by the dealer, no player shall remove or alter the initial wager or a raise wager until a decision has been rendered and implemented with respect to such wagers. No dealer, operator, or other casino employee or person shall permit any player to engage in conduct in violation of this rule.

- (c) Dealing. At the conclusion of each round of play, all cards still remaining on the layout shall be picked up by the dealer in order and in such a way that they can be readily arranged to indicate each card position on the red dog layout. The dealer shall pick up the cards beginning with those on the dealer's far right and moving counter clockwise until all three cards are picked up. The cards will then be placed on top of the discard pile or placed in the discard chute. No player or spectator shall handle, remove, or alter any cards used at the game of red dog and no dealer or other casino employee shall permit a player or spectator to engage in such activity.

(7) Pan.

- (a) Rules, permissible wagers and antes, game

procedures, shuffling, dealing and cutting procedures and rake procedures. Proposals for rules, permissible wagers and antes, game procedures, shuffling, dealing and cutting procedures and rake procedures shall be submitted in writing by the Operator and approved by the Commission prior to conducting any game of pan. Changes in rules, permissible wagers and antes, game procedures, shuffling, dealing and cutting procedures and rake procedures shall be submitted in writing and approved by the Commission prior to implementation.

(b) Wagers. Each ante (if any) and wager on total value of conditions melded by the winner shall be considered a separate play for the purposes of any bet limitation. The rules submitted by the operator shall provide for game procedures with respect to wagers on the total value of conditions melded by the winner, antes, wagers upon folds, and deviations from such rules as approved by the Commission will not be permitted without prior approval of the Commission.

(8) Super pan nine.

(a) Rules, game procedures, permissible wagers, shuffling, dealing and cutting procedures and payout odds. Proposals for rules, game procedures, permissible wagers, shuffling, dealing and cutting procedures and payout odds shall be submitted in writing by the Operator and approved by the Commission prior to conducting any games of super pan nine. Changes in rules, game procedures, permissible wagers, shuffling, dealing and cutting procedures and payout odds shall be

submitted in writing and approved by the Commission prior to implementation. Proposals for rules for conduct of the game of super pan nine, which follow rules approved by the State of Nevada, will presumptively be entitled to approval by the Commission.

- (b) **Wagers.** Prior to the first card being dealt for each round of play, players shall make a wager in favor of either the player or the bank by placing a chip or plaque on the player's appropriate position on the layout, for either the player or the bank. Payment of a vigorish on winning bank hand shall not count as a wager for the purposes of any bet limitation.

- (c) **Dealing.** At the conclusion of a round of play, all cards still remaining on the layout shall be picked up by the dealer in order and in such a way that they can be readily arranged to indicated the bank's hand and each player's hand in the case of question or dispute. The dealer shall pick up the cards beginning with those of the player on the far right and moving counter-clockwise around the table. The bank's hand will be the last hand collected. The cards will then be placed on top of the discard pile or in the discard chute. No player or spectator shall be allowed to remove or alter any of the cards used in the games of super pan nine, and no dealer or other casino employee shall permit a player or spectator to engage in such activity. Each player at the table shall be responsible for correctly computing the point count of their hand, and no player shall rely on the point counts announced by the dealer without checking the accuracy of such announcement.

(9) Hold Em or Texas Hold Em

- (a) Rules, permissible wagers, games procedures, shuffling, dealing and cutting procedures and payout odds. Proposals for rules, permissible wagers, gaming procedures, shuffling, dealing and cutting procedures shall be submitted in writing by the Operator and approved by the Commission. Changes in rules, permissible wagers, game procedures, shuffling, dealing and cutting procedures and payout odds shall be submitted in writing and approved by the Commission.
- (b) Wagers. At the option of the Operator, the rules may provide that a Player may check and raise. In case of a tie, tie players shall share equally in the pot. If a pot is not equally divisible by the number of winners, the odd sum left after division, i.e., breakage, goes to the Player who was called.
- (c) Game Rules. Rules regarding dealing and game rules and procedures will presumptively be entitled to approval by the Commission if they comply with "Scarne's Guide to Modern Poker" by John Scarne (First Fireside Edition, 1986).
- (d) Dealing. The Hold Em dealer will shuffle, cut and deal all hands of each game. Customers will at no time handle cards other than those cards in their respective hands while in play. The Dealer is responsible for the security of the cards at all times. All the discards should be visually checked by the Dealer to make sure none are held out. Gaming Operators shall submit proposed rules for dealing, shuffling, bum card procedures, blind

due, rake and revenue procedures to the Commission for approval.

(10) Caribbean Stud

- (a) Rules, permissible wagers, games procedures, shuffling, dealing and cutting procedures and payout odds. Proposals for rules, permissible wagers, gaming procedures, shuffling, dealing and cutting procedures and payout odds shall be submitted in writing by the Operator and approved by the Commission prior to the conduct of any games of Caribbean Stud. Changes in rules, permissible wagers, game procedures, shuffling, dealing and cutting procedures and payout odds shall be submitted in writing and approved by the Commission prior to implementation.
- (b) Game Rules. Prior to the deal, each player makes an ante bet. Each player is then dealt five cards face down, including the dealer whose last card is dealt face up.

The object of the game is to make a five card stud poker hand better than the dealer's hand. After the deal, each player decides to call or to fold. If a player calls, he or she must put up a second wager twice the size of the ante bet. If a player folds, the player places his or her cards face down. A player that folds loses his or her ante. When all play decisions have been made the dealer shows his hand. The dealer must have at least an Ace/King hand to compete against the call bets, anything less and he does not qualify and his hand is folded. If the dealer does not have an Ace/King or higher ranked hand, the ante bets of

the active players are paid but the call bets are not. If the dealer has an Ace/King or higher ranked hand and the dealer's hand is ranked higher than the player's hand, the dealer wins and the player loses both bets, the ante and the call bet. If the player's hand is ranked higher than the dealer's hand, the player wins his or her ante bet (is paid even money), and the call bet is paid according to the rank of the player's hand, based on a predetermined pay schedule. The pay schedule is to be determined by the Commission.

- (c) Dealing. The Caribbean Stud dealer will shuffle, cut and deal all hands of each game. Customers will at no time handle cards other than those cards in their respective hands while in play. The Dealer is responsible for the security of the cards at all times. All the discards should be visually checked by the Dealer to make sure none are held out. Gaming Operators shall submit proposed rules for dealing, shuffling, bum card procedures, blind due, rake and revenue procedures to the Commission for approval.

(11) Let It Ride

(a) Let It Ride Table, Physical Characteristics:

1. Let It Ride shall be played on a table having seven (7) places on one side for the players, and a place for the dealer on the opposite side.
2. The cloth covering a Let It Ride table (the layout) shall have betting areas for seven (7) players. Within each betting area there

shall be three (3) separate designated betting spaces referred to a Bet 1, Bet 2, and Bet 3 for the placement of wagers. There shall also be a separate area located directly in front of the table inventory container designated for the placement of the community cards.

3. If a Commission chooses to have an aggregate win per round or hand, it is the Commission's responsibility to post a sign at each Let It Ride table explaining the details and the ramifications of this aggregate win limit.
4. Each Let It Ride table shall have a drop box attached to it.

(b) Cards, Physical Characteristics:

Cards used to play Let It Ride shall be in standard decks of fifty two (52) cards, with each card identical in size and shape to every other card in such deck.

(c) Cards; number of decks:

1. Let It Ride shall be played with two (2) alternating decks, each consisting of fifty two (52) cards with backs of the same design.
2. Each deck of cards shall also comply with the following requirements:
 - (a) The backs of the cards in the two (2) decks are of different color;

- (b) One (1) deck is being shuffled by the automated card shuffling device while the other deck is being dealt or used to play the game;
- (c) Both decks are continuously alternated in and out of play, with each deck being used for every other round of play; and
- (d) The cards from only one (1) deck shall be placed in the discard rack at any given time.

(d) Dealing; Automatic Shuffling Devices Or Hand Dealing:

1. Cards used to play Let It Ride shall be dealt from the hand or automated card shuffling device.
2. A device which automatically shuffles cards will be utilized at the game of Let It Ride.

(e) Let It Ride- Definitions:

The following words and terms, when used in this-subchapter, shall have the following meanings unless the context clearly indicates otherwise:

- "Community cards" means any card which is initially dealt to the dealer and which is used by all players to form a five (5) card hand.
- "Hand" means the five (5) card hand formed for each player by combining the three (3) cards dealt to the player and the two (2) community cards.

- "Let It Ride" means when a player chooses not to take back either or both of two (2) of the three (3) wagers.
- "Round of play" means one (1) complete cycle of play during which all players and the dealer have been dealt three (3) cards, have wagered upon it and wagers have been paid off or collected in accordance with the rules of this subchapter.
- "Stub" means the remaining portion of the deck after all cards in the round of play have been dealt.
- "Suit" means one of the four categories of cards (clubs, diamonds, hearts or spades), with no suit being higher in rank than another.

(f) Let It Ride Hand Rankings:

1. The rank of the cards used in Let It Ride, for the determination of winning hands, in order of highest to lowest rank, shall 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 "straight" formed with a two, three, four, and five. All suits shall be considered equal in rank.
2. The permissible poker hands in the game of Let It Ride, in order of highest to lowest rank, shall be:
 - (a) "Royal flush" is a hand consisting of an ace, king, queen, jack and ten of the

same suit;

- (b) "Straight flush" is a hand consisting of five (5) cards of the same suit in consecutive ranking, with king, queen, jack, ten and nine being the highest ranking straight flush and ace, two, three, four, five being the lowest ranking straight flush;
- (c) "Four-of-a-kind" is a hand consisting of four (4) cards of the same rank regardless of suit, with four (4) aces being the highest ranking four-of-a-kind and four (4) twos being the lowest ranking four-of-a-kind;
- (d) "Full house" is a hand consisting of "three-of-a-kind" and a "pair," with three (3) aces and two (2) kings being the highest ranking full house and three (3) twos and two (2) threes being the lowest ranking full house;
- (e) "Flush" is a hand consisting of five (5) cards of the same suit;
- (f) "Straight" is a hand consisting of five (5) cards of consecutive rank, regardless of suit, with an ace, king, queen, jack and ten being the highest ranking straight and an ace, two, three, four and five being the lowest ranking straight; provided, however, that an ace may not be combined with any other sequence of card for purposes of

determining a winning hand (e.g., queen, king, ace, two, three);

- (g) "Three-of-a-kind" is a hand consisting of three (3) cards of the same rank regardless of suit, with three (3) aces being the highest ranking three-of-a-kind and three (3) twos being the lowest ranking three-of-a-kind.
- (h) "Two pairs" is a hand consisting of two (2) "pairs," with two (2) aces and two (2) kings being the highest ranking two (2) pair and two (2) threes and two (2) twos being the lowest ranking two (2) pair; and
- (i) "One pair" is a hand consisting of two (2) cards of the same rank, regardless of suit, with two (2) aces being the highest ranking pair and two (2) tens being the lowest ranking pair.

(g) Wagers:

1. All wagers at Let It Ride shall be made by placing gaming chips or plaques on the appropriate betting areas of the table layout. A verbal wager accompanied by cash may be accepted depending on house rules or regulations.
2. All wagers shall be placed prior to the dealer announcing, "No more bets." No wager shall be made, increased, or withdrawn after the dealer has announced, "No more bets."

3. Each player shall be required to place three (3) equal but separate wagers for each round of play. The wagers shall be identified as Bet number 1, Bet number 2 and Bet number 3. Bet number 1 and Bet number 2 may be withdrawn by the player as provided in the Procedures For Completion Of Each Round Of Play."
- (h) Shuffle and Cut of Cards:
1. Immediately prior to the commencement of play and after each round of play has been completed, the dealer shall shuffle the cards so that the cards are randomly intermixed. Upon completion of the shuffle, the device shall place the deck of cards in a single stack.
 2. After the cards have been shuffled and stacked, the dealer shall:
 - (a) If a cut of the cards is not required, deal the cards following the procedures (a) for dealing the cards from the hand or (b) for dealing the cards from an automatic shuffling device.
 - (b) If a cut of the cards is required, the dealer shall, using one hand, cut the deck by taking a stack of at least ten (10) cards from the top of the deck and placing them on top of the cover card. The dealer shall place the cards remaining in the deck on top of the stack of cards which were cut. The

dealer shall then deal the cards.

(i) Procedures for Dealing the Cards From the Hand:

1. Notwithstanding any other provisions, the Commission may, in its discretion, permit a dealer to deal the cards used to play Let It Ride from his or her hand.
2. If the Commission so requires, an automatic shuffling device shall be utilized at each Let It Ride table to shuffle the cards. If the Commission chooses to have the cards dealt from the dealer's hand, the following is required:
 - (a) The dealer shall remove the shuffled deck from the automatic shuffler and cut the cards if required.
 - (b) The dealer shall place the deck of cards in either hand; and
 - i. Once the dealer has chosen the hand in which he or she will hold the cards, the dealer shall use that hand whenever holding the cards during that round of play.
 - ii. The cards held by the dealer shall at all times be kept in front of the dealer and over the table inventory container.
 - (c) The dealer shall then announce, "No more bets," prior to dealing the cards. The dealer shall deal each card by holding the deck of cards in the chosen hand and using

the other hand to remove the top card of the deck and place it face down on the appropriate area of the layout.

3. The dealer shall, starting on his or her left and continuing around the table in a clockwise manner, deal the cards as follows:
 - (a) One card face down to each player who has placed three wagers;
 - (b) One card face down to the dealer in the left rectangle of the area designated for placement of community cards;
 - (c) A second card face down to each player who placed three wagers;
 - (d) A second card face down to the dealer in the right rectangle of the area designated for placement of community cards;
 - (e) A third card face down to each player who has placed three wagers;
 4. After all cards have been dealt, three (3) to each player and two (2) to the dealer in accordance with (3) above, the dealer shall place the remaining cards in his or her hand into the discard rack without exposing the cards.
- (j) Procedures for Dealing the Cards From an Automatic Shuffling Device:
1. Cards used to play Let It Ride may, if the Commission so requires, be dealt from an automated

shuffling device which dispenses cards in stacks of three (3), provided that the device, its location and the procedures for its use are approved by the gaming authority, if required.

2. If a Commission chooses to have the cards dealt from an automated shuffling device, the following requirements shall be observed:
 - (a) The cards shall be placed in the automated card shuffler.
 - (b) The dealer shall then announce, "No more bets," prior to the shoe dispensing any stacks of cards.

3. The dealer shall deliver the first stack of cards dispensed by the automated shuffling device to the player farthest to his or her left. As the remaining stacks are dispensed to the dealer by the automated shuffling device, the dealer shall deliver a stack in turn to each of the other players, including the dealer, moving clockwise around the table. The dealer shall deliver each stack face down. The stack given to the dealer shall be delivered as follows:
 - (a) The stack shall be placed to the right of the area designated for placement of community cards.
 - (b) The dealer will then slide the top card (face down) over to the left rectangle, then the next card over to the right rectangle.
 - (c) The remaining third card (the bottom card of

the stack), shall be "burned" by placing it into the discard rack, without the dealer exposing it.

4. After all stacks of three (3) cards have been dispensed and delivered to each player and the dealer, the dealer shall unload the remaining cards in the automatic shuffling device and place them into the discard rack without exposing the cards.
5. The automated shuffling device contains a feature which counts each card in the deck and indicates whether or not fifty two (52) cards are contained therein. The dealer shall observe the device to ensure there is an accurate count.

(k) Procedures for Completion of each Round of play:

1. Each player who wagers at Let it Ride shall be responsible for his or her own hand and no other person other than the player or the dealer may touch the cards of that player. Each player shall be required to keep the cards in full view of the dealer at all times.
2. After each player has examined his/her cards, the dealer shall, beginning from his or her left and moving clockwise around the table, ask each player if he or she wishes to withdraw Bet number 1 or Let It Ride.

- (a) If a player chooses to let Bet number 1 ride, that bet must stay until the end of the round of play.

- (b) If a player chooses to withdraw Bet number 1, the dealer shall move the gaming chips on the betting area designated for Bet number 1 toward the player who shall then immediately remove the gaming chips from the betting area.
- 3. After each player has made a decision regarding Bet number 1, the dealer then turns over the card in the left rectangle of the area designated for placement of community cards. This card shall become the first community card.
- 4. After the first community card is exposed, the dealer shall, beginning from his or her left and moving clockwise around the table, ask each player if he or she wishes to withdraw Bet number 2 or Let It Ride. This decision shall be made regardless of the decision made for Bet number 1.
 - (a) If a player chooses to let Bet number 2 ride, that bet must stay until the end of the round of play.
 - (b) If a player chooses to withdraw Bet number 2, the dealer shall move the gaming chips on the betting area designated for Bet number 2 toward the player who shall then immediately remove the gaming chips from the betting area.
 - (c) Once a determination is made on Bet number 2, each player places his/her three cards face down under the third wager.
- 5. The dealer shall then turn over the card located

in the right rectangle of the area designated for placement of community cards. This card shall become the second community card.

6. The two (2) community cards shall be used by each player in conjunction with their three (3) cards to complete a five card hand.
7. After the second community card is turned face up, the dealer shall, beginning with the player to his or her right and continuing counterclockwise around the table, turn the player's three (3) cards face up. The dealer shall then resolve each hand by examining each player's cards, in combination with the two (2) community cards to determine if the player's hand is a winning or losing hand. In order to qualify for a payout, a player's hand must contain a pair of tens or better.
8. The dealer shall then pick and pay or lay and pay depending on casino procedures. All losing wagers shall be collected by the dealer and placed in the table inventory container.
9. Each winning wager shall be paid in accordance with the payout odds listed on the table layout or as displayed at the table.
10. The dealer shall then collect the cards of all players and the community cards and place them in the discard rack together with the remaining cards in the deck used for that round of play.

(1) Payout Odds:

1. The payout odds for winning wagers at Let It Ride printed on any layout or in any brochure or other publication distributed by a casino licensee shall be stated through the use of the word "to" or "win," and no odds shall be stated through the use of the word "for."
2. The casino licensee shall pay off each winning wager at no less than the odds listed below subject to the payout limitation in (3) below if applicable:

<u>WINNING HANDS</u>	<u>PAYOUT ODDS</u>
Royal Flush	1,000 to 1
Straight Flush	200 to 1
Four-of-a-Kind	50 to 1
Full House	11 to 1
Flush	8 to 1
Straight	5 to 1
Three-of-a Kind	3 to 1
Two Pair	2 to 1
Pair of Tens or Better	1 to 1

3. Notwithstanding the payout odds in (2) above and subject to gaming regulations, the Commission may establish a maximum aggregate amount that is payable per round or hand. It remains the Commission's sole responsibility to post a sign at each Let It Ride table explaining the details and the ramifications of the aggregate win limit.

(m) Irregularities:

1. A card that is found face up in the shoe or the deck while the cards are being dealt shall not be

used in the game and shall be placed in the discard rack. If more than one card is found face up in the shoe or the deck during the dealing of the cards, all hands shall be void and the cards shall be reshuffled.

2. If any player or the area designated for the placement of the community cards is dealt an incorrect number of cards, all hands shall be void and the cards shall be reshuffled.
3. If the automatic card shuffling device jams, stops shuffling during a shuffle, or fails to deal all cards during a round of play, the floor supervisor shall address the problem according to established procedures and the cards shall be shuffled in accordance with procedures approved by the gaming authority.
4. If there is an incorrect number of cards in the deck, all hands will be void and the deck shall be removed from play and replaced with a new deck of cards according to established procedures.

(12) Sweet Sixteen Jackpots

(a) Sweet Sixteen Jackpots Table, Physical Characteristics:

1. Sweet Sixteen Jackpots shall be played on a table having six (6) betting areas on one side for the customers.
2. The cloth covering a sweet Sixteen Jackpots table (the layout) shall have betting areas for six (6) customers, each designated by a heart shaped design embracing the number sixteen (16).

3. There shall be a pair of curved lines enclosing the word "Jackpots" which shall be referred to as the "Jackpot lines".
4. Odds for all payouts on jackpot draws shall be posted near the jackpot line.
5. Printed rules for all customers shall be available to players, including all payout amounts.
6. Each Sweet Sixteen Jackpots table shall have a cash drop box and a jackpot drop box attached to it.

(b) Cards, Physical Characteristics:

Cards used to play Sweet Sixteen Jackpots shall be in standard decks of fifty-two (52) cards, with each card identical in size and shape to every other card in such deck.

(c) Cards, Number of Decks:

1. Sweet Sixteen Jackpots shall be played with a single (1) deck consisting of fifty-two (52) cards with backs of the same design.
Optional: Sweet Sixteen Jackpots shall be played with two (2) alternating decks (Automatic Shuffling Devices), each consisting of fifty-two (52) cards with backs of the same design, but of different colors.
2. Automatic Shuffling Devices; Each deck of cards shall also comply with the following requirements;
 - (a) The backs of the cards in the two (2) decks are of different color;
 - (b) One (1) deck is being shuffled by the automatic card shuffling device while

the other is being dealt or used to play the game;

- (c) Both decks are continuously alternated in and out of play, with each deck being used for every other round of play;
- (d) The cards from only one (1) deck shall be placed in the discard tray at any given time.

(d) Shuffling, House Shuffle:

1. Immediately prior to the commencement of play and after each round or play has been completed, the dealer shall shuffle the cards.
2. The house shuffle shall be used when dealing the game of Sweet Sixteen Jackpots.
3. The dealer shall remove the cards from the discard tray and place the cards in the dealers work area. The cards shall be shuffled in a manner as to not expose any card or group of cards to any customer. The shuffling procedure shall be as follows:
 - (a) The dealer shall announce "Shuffle" prior to the actual shuffling procedure.
 - (b) The cards shall be riffled three (3) times, stripped or boxed once and riffled one last time.
4. Once the house shuffle has been completed, the dealer win announce "dealers cut". The following procedure shall apply to cutting the cards:
 - (a) The dealer shall place the cut card directly in front of the shuffled deck of cards, using one hand remove at least ten (10) of the cards from the top of

the deck and place them directly on top of the cut card. Then the dealer shall place the remaining portion of cards on top of the stack of cards which were cut.

- (b) The cut card shall remain on the bottom of the deck of cards. The cut shall be done in a manner as not to expose any card or group of cards to any customer. The dealer shall then deal the cards.

(e) Sweet Sixteen Jackpots; Definitions:

The following words and terms, when used, shall have the following meanings unless the context clearly indicates otherwise:

- "Hand" means the two (2) card hand formed for each customer. "Round of play" means one (1) cycle of play during which all customers have been dealt two (2) cards, have wagered upon it and wagers have been paid off or collected in accordance with the rules.
- "Jackpot Draw" means when a customer has one of four hands which qualify for a chance at Jackpot A or B.
- "Jackpot A" means amount starting at Ten Thousand One Hundred Seventy Five Dollars (\$10,175), which the customer has the option to draw for if their hand qualifies.
- "Jackpot B" means an amount starting at Eight Hundred Dollars (\$800), which the customer has the option to draw for if their hand qualifies.
- "Suited" means a pair of cards in one of the four categories of cards (clubs, diamonds,

hearts or spades), with no suit being higher in rank than another.

- "Non-suited" means a pair of cards not of the same categories of cards (clubs, diamonds, hearts or spades).
- "Straight flush" means five (5) cards suited in exact numerical or rank order.
- "Original bet" means a singular bet placed by a customer at the start of any deal or hand.
- "Stub" means the remaining portion of the deck after all cards in a round of play have been dealt.

(f) Wagers:

1. All wagers at Sweet Sixteen Jackpots shall be made by placing gaming checks on the appropriate betting areas of the table layout. Sweet Sixteen Jackpots wagers shall be in units of five (5) (\$2.50 minimum, \$25.00 maximum).
2. All wagers shall be placed prior to the dealer announcing "No more bets". No wager shall be made, altered or withdrawn after the dealer has announced "No more bets".
3. Each customer shall be required to place their own wager. No customer shall be allowed to place a wager for another customer.
4. No additional wager shall be required for jackpot draws.

(g) Dealing; Hand Dealing or Automatic Shuffling Devices:

1. Cards used to play Sweet Sixteen Jackpots

- shall be dealt from the hand.
2. A device which automatically shuffles cards shall be optional at the game of Sweet Sixteen Jackpots. One deck will be in play while the other deck will be in the shuffling device, alternating from one deck to the other deck per betting round.
 3. Customers will place their bets before the first card is dealt.
 4. The cards shall be dealt from the dealer's hand, the following is required:
 - (a) The dealer shall place the deck of cards in either hand; and
 - i. Once the dealer has chosen the hand in which he or she will hold the cards, the dealer shall use that hand whenever holding the cards during that round of play.
 - ii. The cards held by the dealer shall at all times be kept in front of the dealer and over the table bank.
 - (b) The dealer shall then announce, "No more bets", prior to dealing the cards. The dealer shall deal each card by holding the deck in the chosen hand and using the other hand to remove the top card of the deck and place it face down on the appropriate area of the layout.
 5. The dealer shall, starting on his or her left and continuing around the table in a clockwise manner, deal the cards as follows:
 - (a) One card face down to each customer who has placed a wager;
 - (b) A second card face down to each customer who has placed a wager;
 - (c) The dealer does not receive any cards;

- (d) During the deal if any card or cards are exposed it shall result in a misdeal, all cards shall be collected, reshuffled and the preceding steps shall be follows.
 - 6. After all cards have been dealt, two (2) to each customer who has placed a wager and all customers have viewed their cards, the dealer shall announce "Jackpot draws".
 - 7. If a customer does not have a potential jackpot hand, or if they do not wish to draw for a larger payout, they will immediately place their cards face down outside the jackpot line. If a customer has a potential jackpot hand and wishes to draw for a larger payout, they must immediately place their cards on the jackpot line when the dealer announces "jackpot draws".
 - 8. The dealer shall process all hands on the jackpot line first, starting with the first hand on his or her right continuing around the table in a counter clockwise direction, acting on each hand in turn to completion, until all jackpot draw hands have been completed. All winning jackpot draw hands shall be paid as follows;
 - (a) All jackpot draws in excess of Three Hundred Dollars (\$300) shall be supervised by a pit supervisor.
 - (b) The dealer shall pay the largest jackpot hands first and continue to pay in this manner from the largest to the smallest until all jackpot hands have been paid.
- (h) Procedures for Completion of Each Round of Play:

1. Each customer who wagers at Sweet Sixteen Jackpots shall be responsible for his or her own hand and no other person that the customer or the dealer may touch the cards of that customer. Each customer shall be required to keep the cards in full view of the dealer at all times.
2. After each customer has examined his or her cards, the dealer shall announce "Jackpot draws".
 - (a) If a customer does not have a potential jackpot draw, they shall place his or her cards face down on the layout as not to touch the jackpot line.
 - (b) If a customer does have a potential jackpot draw and wishes to, they shall place his or her cards face down on the layout as to bisect the jackpot line.
3. After each customer has made a decision regarding potential jackpot draws, the dealer then shall process all potential jackpot hands first, starting with the first hand to the right of the dealer and continue around the table in a counter clockwise direction. Each hand shall be acted on in turn to completion, prior to acting on the next hand as follows:
 - (a) The dealer shall turn the customers hand face up and verify the possible jackpot hand qualifies and the exact jackpot the customer wishes to draw for.
 - (b) If a customer successfully completes his or her first draw, the customer may cease to draw and collect his or her payout in accordance with the payout

- odds listed on the layout or displayed at the table, for a successful first draw.
- (c) If a customer chooses to continue and successfully completes his or her second draw and collect his or her payout in accordance with the payout odds listed on the layout or displayed at the table, for a successful second draw.
 - (d) If a customer chooses to continue and successfully completes his or her third draw, the jackpot hand shall remain on the layout and the dealer shall advance to the next potential jackpot draw hand.
 - (e) Once all potential jackpot hands have been acted on the dealer shall pay the largest jackpot first and the smallest last.
 - (f) If a customer does not make a successful draw at any draw the hand shall lose and the wager shall be collected and drop in the jackpot drop box.
4. Once the dealer has paid all jackpot hands, the dealer shall then begin to act on the non-jackpot hands, by turning the cards face up by hand in order from the dealers left round the table in a counterclockwise direction, paying all winning hands and taking all losing hands once all hands have been turned face up. All losing non-jackpot wagers shall be placed in the table bank.
5. The dealer shall then collect the cards of all the customers and place them in the discard tray together with the existing cards in the display tray.

(i) Sweet Sixteen Jackpots Hand Rankings and Payout Odds:

1. The ranking of the cards used in Sweet Sixteen Jackpots, for the determination of card numerical value, in order of highest to lowest rank, shall be the same numerical value as the face value except aces, which shall always have their rank face value, while tens, jacks, queens, and kings will have a ten count value.
2. The following hands shall be paid even money on each wager:
 - (a) All two card totals of sixteen or more.
 - (b) Any two card hand containing an ace.
3. A pair of aces will pay three to one.
4. Any non-winning pairs shall be a push with the house. The player will neither win nor lose with a pair of sevens, sixes, fives, fours, threes, or twos.
5. The following four hand qualify as jackpot draws:
 - (a) Any two non-suited ten count cards.
 - (b) Any two suited ten count cards.
 - (c) Any ace and ten card suited.
 - (d) Any pair of aces.
6. Any two non-suited cards may draw additional cards to win a larger amount of their original bet if they choose. The player must draw an additional ten count card to win and may draw a total of three additional cards, one card at a time. The player may cease drawing cards at any time and collect their winnings at that point. Payoffs for the original bet:
 - (a) A successful one card draw shall pay 5 to 1.
 - (b) A successful two card draw shall pay 14 to 1.
 - (c) A successful three card draw shall pay the prorated amount of jackpot B.

Jackpot B will start at Eight Hundred Dollars

- (\$800) on a Twenty-Five Dollar (\$25) bet.
7. If the customer holds any two suited ten count cards, they may draw up to three additional cards in the same manner as the preceding guide lines. They must draw a card of the same suit to win. The player may cease drawing cards at any time and collect their winnings at that point. Payoffs shall be as follows for the original bet:
 - (a) A successful one card draw shall pay 6 to 1.
 - (b) A successful two card draw shall pay 17 to 1.
 - (c) A successful three card draw shall pay 41 to 1, or should any three card draw form a straight flush, the player shall receive fifteen percent (15%) of jackpot A, prorated.
 8. If the customer holds any pair of aces, they may draw additional cards for a larger payout. They may draw two additional cards to receive an ace.
 - (a) A successful one card draw shall pay 35 to 1.
 - (b) A successful two card draw shall pay fifty percent (50%) of jackpot A, prorated.
 9. If the customer holds any ace and ten count card suited, they may draw additional cards for larger payoffs and must draw additional ten count cards of the same suit. They may draw three additional cards and may cease drawing at any time to collect their winnings at the point. Payoffs shall be as follows for the original bet:
 - (a) A successful one card draw shall pay 16 to 1.
 - (b) A successful two card draw shall pay 101 to 1.
 - (c) A successful three card draw shall pay the prorated amount for jackpot A.

Jackpot A will start at Ten Thousand Seven Hundred and Fifteen Dollars (\$10,715) for an original Twenty-Five Dollar (\$25) bet. All maximum jackpot payouts based on a Twenty-Five Dollar (\$25) wager.

All payouts shall be prorated on the amount of a customer's wager in proportion to Twenty-Five Dollars (\$25). The following shall be the appropriate percentage on all allowable wagers:

- (a) Two dollar fifty cent (\$2.50) wager shall receive 10%.
- (b) Five dollar (\$5.00) shall receive 20%.
- (c) Seven dollar fifty cent (\$7.50) wager shall receive 30%.
- (d) Ten dollar (\$10.00) wager shall receive 40%.
- (e) Twelve dollar fifty cent (\$12.50) wager shall receive 70%.
- (f) Fifteen dollar (\$15.00) wager shall receive 60%.
- (g) Seventeen dollar fifty cent (\$17.50) wager shall receive 70%.
- (h) Twenty dollar (\$20.00) wager shall receive 80%.
- (i) Twenty two dollar fifty cent (\$22.50) wager shall receive 90%.
- (j) Twenty five dollar (\$25.00) shall receive the full jackpot payout.

Jackpots A and B shall be progressive, increasing a percentage for each successful jackpot draw. A percentage or all of the original wager shall be placed in the jackpot pools.

- (a) Forty (40) percent of the customer's original wager shall be placed in the jackpot pool on an unsuccessful first jackpot draw.
- (b) An unsuccessful second or third jackpot draw, one hundred (100) percent of the original wager shall be placed in the jackpot pool.

Sixty (60) percent of all losing jackpot draw wagers shall be added to jackpot B and forty (40) percent of all losing draw wagers shall be added to jackpot A.

10. All jackpot odds are paid to the original wager only, if a customer is unsuccessful at any jackpot draw first, second or third all wagers shall be lost. No additional wager other than the original wager shall be required.

(j) Payout Procedures:

1. All jackpots draw payouts in excess of Three Hundred Dollars (\$300) shall be supervised and verified by the Pit Supervisor.
2. The Pit Supervisor shall complete all Title 13 compliance forms required. This form shall include the customer's name, social security number and valid I.D. number. Customer's signature shall not be required on jackpot draw payouts of Seven Hundred and Ninety-Nine Dollars (\$799) or less.
3. Jackpot payouts in excess of Eight Hundred Dollars (\$800) shall be verified by the Pit Shift Manager, a Security officer and the Dealer.
4. Surveillance shall log the date, time, shift, table number, dealer's name and pit manager's name.
5. The Pit Shift Manager shall be required to report payouts of 300 times the amount wagered, this includes forms W-2G, 1042-S and Excise Tax. Payouts of Ten Thousand Dollars (\$10,000) or more shall be reported and a C.T.R. form 8362 shall be completed.
6. Pit Shift Manager shall be required to subtract jackpot payout amount from appropriate jackpot A or B, prior to the next betting round. In the case of multiple jackpot payouts in the same betting round the largest jackpot payout shall be subtracted prior to calculating the smaller

- jackpot payout.
7. All jackpot payouts shall be logged on a jackpot payout form. This form shall be in triplicate. The following procedure shall be followed on all jackpot payouts:
- (a) The Pit Shift Manager shall call a security officer and surveillance.
 - (b) The Pit Shift Manager and security officer shall verify the winning jackpot hand or hands with the dealer, and begin logging the jackpot on the pit jackpot form.
 - (c) All jackpot forms shall require the signatures of all parties verifying the transaction, Pit Shift Manager, Security Officer and Dealer.
 - (d) The Pit Shift Manager shall complete all Title 31 compliance forms required. This form shall include the customer's name, social security number, and a current I.D. Number. The customer's signature shall be required on this form.
 - (e) All jackpot forms shall be transported to the cage by a security officer. The cage shall prepare the jackpot amount and complete a cage jackpot payout form. The security officer shall verify the amount is correct and sign the form, cage personnel shall sign this form and attach the jackpot form copies to the cage jackpot form copy, prior to issuing the jackpot amount to the security officer.
 - (f) The cage shall issue the jackpot amount to the security officer. The security officer shall transport the amount to the pit. The pit shift manager and dealer shall verify the amount is correct with the amount requested

on the pit jackpot form copies and sign the cage jackpot form copy.

- (g) The pit manager and security officer shall observe the delivery of the jackpot amount to the customer by the dealer.
- (h) The pit manager shall remove the third pit jackpot form and retain for pit file.
- (i) The dealer shall drop the cage jackpot form into the table cash drop box.

(13) Rock Bottom Low Ball

(a) Rock Bottom Low Ball Table, Physical Characteristics:

1. Rock Bottom Low Ball shall be played on a table having seven (7) betting areas on one side for the customers.
2. The cloth covering a Rock Bottom Low Ball table (the layout) shall have betting areas for seven (7) customers, each designated by a "Rock Bottom" symbol of four aces with a joker.
3. Odds for all additional payout hands shall be posted on the layout.
4. Printed rules for all customers shall be available, including all payout odds.
5. Each Rock Bottom Low Ball table shall have a cash drop box attached to it.

(b) Cards, Physical Characteristics:

Cards used to play Rock Bottom Low BO shall be a standard deck of fifty-two (52) cards with the addition of a single (1) joker, with each card identical in size and shape to every other card in

such deck. The deck shall consist of a total of fifty-three (53) cards.

(c) Cards, Number of Decks:

1. Rock Bottom Low Ball shall be played with a single (1) deck consisting of fifty-two (52) cards with the addition of a single (1) joker, all with backs of the same design and color.

Optional: Rock Bottom Low Ball shall be played with two (2) alternating decks (Automatic Shuffling Devices), each consisting of fifty-two (52) cards with the addition of a single (1) joker with backs of the same design.

2. Automatic Shuffling Devices; Each deck of cards shall also comply with the following requirements;
 - (a) The backs of the cards in the two (2) decks are of a different color;
 - (b) One (1) deck is being shuffled by the automated card shuffling device while the other is being dealt or used to play the game;
 - (c) Both decks are continuously alternated in and out of play, with each deck being used for every other round of play,
 - (d) The cards from only one (1) deck shall be placed in the discard tray at any given time.

(d) Shuffling, House Shuffle:

1. Immediately prior to the commencement of play and after each round of play has been

- completed, the dealer shall shuffle the cards.
2. The house shuffle shall be used when dealing the game of Rock Bottom Low Ball.
 3. The dealer shall remove the cards from the discard tray and place the cards in the dealers work area. The cards shall be shuffled in a manner as to not expose any card or group of cards to any customer. The shuffling procedure shall be as follows:
 - (a) The dealer shall announce "Shuffle" prior to the actual shuffling procedure.
 - (b) The cards shall be riffled three (3) times, stripped or boxed once and riffled one last time.
 4. Once the house shuffle has been complete, the dealer shall announce "Dealer Cut". The following procedure shall apply to cutting the cards:
 - (a) The dealer shall place the cut card directly in front of the shuffled deck of cards, using one hand remove at least ten (10) of the cards from the top of the deck and place them directly on top of the cut card. Then the dealer shall place the remaining portion of cards on top of the stack of cards which were cut.
 - (b) The cut card shall be done in a manner as not to expose any card or group of cards to any customer. The dealer shall then deal the cards.
- (e) Rock Bottom Low Ball; Definitions:

The following words and terms, when used shall

have the following meanings unless the context clearly indicates otherwise:

- "Hand" means the five (5) card hand formed for each customer.
- "Round of play" means one (1) cycle of play during which all customers have been dealt five (5) cards, have wagered upon it and wagers have been paid off or collected in accordance with the rules.
- "Rock Bottom Low Hand" means any one low (four aces with a joker).
- "Original bet" means a singular bet placed by a customer at the start of any deal or hand.
- "Stub" means the remaining portion of the deck after all cards in a round of play have been dealt.

(f) Wagers:

1. All wagers at Rock Bottom Low Ball shall be made by placing gaming checks on the appropriate betting areas of the table layout. Rock Bottom Low Ball wagers shall be in units of five (5) (\$2.50 minimum, \$25.00 maximum).
2. All wagers shall be placed prior to the dealer announcing "No more bets." No wager shall be made, altered or withdrawn after the dealer has announced "No more bets."
3. Each customer shall be required to place their own wager. No customer shall be allowed to place a wager for another customer.

(g) Dealing; Hand Dealing or Automatic Shuffling Devices:

1. Cards used to play Rock Bottom Low Ball shall be dealt from the hand.
2. A device which automatically shuffles cards shall be optional at the game of Rock Bottom Low Ball. One deck shall be in play, while the other deck shall be in the shuffling device, alternating from one deck to the other deck per betting round.
3. Customers shall place their wagers prior to the first card being dealt.
4. The cards shall be dealt from the dealers hand, the following is required:
 - (a) The dealer shall place the deck of cards in either hand; and
 - i. Once the dealer has chosen the hand in which he or she shall hold the cards, the dealer shall use that hand whenever holding the cards during that round of play.
 - ii. The cards held by the dealer shall at all times be kept in front of the dealer and over the table bank.
 - (b) The dealer shall then announce "No more bets", prior to dealing the cards. The dealer shall deal each card by holding the deck in the chosen hand and using the other hand to remove the top card of the deck and place it face down on the appropriate area of the layout.
5. The dealer shall, starting on his or her left and continuing around the table in a clockwise manner, deal the cards as follows:
 - (a) All seven (7) hands shall be dealt in the dealers work area, one (1) hand per each betting area.

- (b) One card face down to each betting area, with or without a wager continuing in succession until each has received five (5) cards.
 - (c) The dealer does not receive any cards.
 - (d) Once each hand has received five (5) cards, the dealer shall distribute the appropriate hand to the customers wager, with the first hand to the dealers left to the number one (1) position of the table layout and continuing around the table in a clockwise manner as to the hand to the right distributed to the customer in the number seven (7) position of the table. layout or the first betting area to the dealers right.
 - (e) All betting areas not containing a wager shall not receive a hand, and the hand shall be placed in the discard tray once all hands have been distributed to the appropriate betting area.
 - (f) The dealer shall count the stub, the stub shall contain eighteen (18) cards. Once the stub has been verified as to containing eighteen (18) cards, the dealer shall place the stub in the discard tray.
 - (g) During the deal if any card or cards are exposed, shall result in a misdeal, all cards shall be collected and reshuffled and the preceding steps shall be followed.
6. After all hands have been distributed to the customers, the dealer shall begin to process the hands, starting with the first hand on his or her right continuing around the table

in a counter-clockwise manner, acting on each hand in turn to completion, the dealer shall pay all winning hands and collect all losing hands in turn. Pay or take as outlined in the rules, leaving the hand on the layout until completion.

7. Once all winning hands have been paid and all losing hands have been collected, the dealer shall collect all hands counting each as to containing five (5) cards.

(h) Procedures for Completion of Each Round of Play:

1. Each customer who wagers at Rock Bottom Low Ball shall be responsible for his or her own hand and no other person other than the customer or the dealer may touch the cards of that customer. Each customer shall be required to keep the cards in full view of the dealer at all times.
2. The dealer shall begin processing the hands beginning with the first hand to the dealer's right. Each hand shall be acted on in turn to completion, prior to acting on the next hand as follows:
 - (a) The dealer shall turn the customer's hand face up and verify the hand.
 - (b) If the hand is a winning hand as outlined in hand rankings and payout odds, the dealer shall pay the customers wager as outlined in payout procedures.
 - (c) The dealer shall continue around the table in a counterclockwise manner until each hand has been acted on.
 - (d) All losing hands, the wager shall be collected and placed in the table bank.

3. The dealer shall then collect the cards of all customers and place them in the discard tray together with existing cards in the discard tray, counting each hand as to contain five (5) cards to assure that no cards have been held out prior to the next hand being dealt.
 4. All payouts in excess of Three Hundred Dollars (\$300) shall be supervised by a pit supervisor.
- (i) Rock Bottom Low Ball Hand Rankings and Payout Odds:
1. The ranking of the cards used in Rock Bottom Low Ball, for the determination of card numerical value, in order of highest to lowest rank, shall be the same numerical value as the face except aces, which shall always have a value of one. All cards of two through ten shall have their rank face value, while kings, queens and jacks shall rank in said order with kings ranking highest and jacks ranking lowest.
 2. The following hands shall be paid even money (1 to 1) on each wager;
 - (a) Any jack low.
 - (b) Any ten low.
 - (c) Any nine low.
 3. The following hands shall be paid three to two (3 to 2) on each wager;
 - (a) Any eight low.
 - (b) Any seven low.
 - (c) Any six low.
 - (d) Any five low.
 - (e) Any four low.

4. Any three low shall pay twenty-five to one (25 to 1).
5. Any two low shall pay seventy-five to one (75 to 1).
6. Any five of a kind winning hand shall pay a jackpot of Twelve Thousand Five Hundred Dollars (\$12,500), prorated (each \$2.50 wager receiving \$1,250). This shall include any five jacks, tens, nines, eights, sevens, sixes, fives, fours, threes and twos.
7. Any one low (four aces with a joker) shall pay a jackpot of Five Thousand Dollars (\$5,000), prorated (each \$2.50 wager receiving \$5,000). Five aces shall be a "Rock Bottom" hand, the lowest low ball hand possible.

The casino may vary the size of their jackpots at their discretion. All maximum jackpot payouts are based on a Twenty-Five Dollar (\$25.00) wager. All payouts shall be prorated on the amount of a customers wager in proportion to Twenty-Five Dollars (\$25.00). The following shall be appropriate percentage on all allowable wagers;

- (a) Two Dollar fifty cent (\$2.50) wager shall receive 10%.
- (b) Five Dollar (\$5.00) wager shall receive 20%.
- (c) Seven Dollar fifty cent (\$7.50) wager shall receive 30%.
- (d) Ten Dollar (\$10.00) wager shall receive 40%.
- (e) Twelve Dollar fifty cent (\$12.50) wager shall receive 50%.
- (f) Fifteen Dollar (\$15.00) wager shall

- receive 60%.
 - (g) Seventeen Dollar fifty cent (\$17.50) wager shall receive 70%.
 - (h) Twenty Dollar (\$20.00) wager shall receive 80%.
 - (i) Twenty-Two Dollar fifty cent (\$22.50) wager shall receive 90%.
 - (j) Twenty-Five Dollar (\$25.00) wager shall receive the full jackpot payout.
8. If all seven betting areas contain a wager, the casino shall guarantee there shall be at least one winner, if no customer has been dealt a winning hand, the customer with the best non-winning low ball hand shall be declared a winner and receive even money (1 to 1) for their wager. A customer may play any number of hands when space is available.
9. All hands must be revealed. No hand may be discarded until such hand has been turned face up in full view of all.
10. A king low or queen low shall be the only non-winning hands.
- (J) Rock Bottom Low Ball Jackpot, Payout Procedures:
- 1. All odds payouts in excess of Three Hundred Dollars (\$300) shall be supervised and verified by the Pit Supervisor.
 - 2. The Pit Supervisor shall complete all Title 13 compliance forms required. This form shall include the customer's name, social security number and valid I.D. number. Customer's signature shall be required on all payouts in excess of Eight Hundred Dollars (\$800)

3. Jackpot payouts shall be verified by the Pit Shift Manager, a Security officer and the Dealer.
4. Surveillance shall log the date, time, shift, table number, dealer's name and pit manager's name.
5. The Pit Shift Manager shall be required to report payouts of One Thousand One Hundred Ninety-Nine Dollars (\$1,199), this includes forms W-2G, 1042-S and Excise Tax. Payouts of Ten Thousand Dollars (\$10,000) or more shall be reported and a C.T.R. form 8362 shall be completed.
6. All jackpot payouts shall be logged on a jackpot payout form. This form shall be in triplicate. The following procedure shall be followed on all jackpot payouts:
 - (a) The Pit Shift Manager shall call a security officer and surveillance.
 - (b) The Pit Shift Manager and security officer shall verify the winning jackpot hand or hands with the dealer, and begin logging the jackpot on the pit jackpot form.
 - (c) All jackpot forms shall require the signatures of all parties verifying the transaction, Pit Shift Manager, Security Officer and Dealer.
 - (d) The Pit Shift Manager shall complete all Title 31 compliance forms required.
 - (e) All jackpot forms shall be transported to the cage by a security officer. The cage shall prepare the jackpot amount and complete a cage jackpot payout form. The security officer shall verify the amount is correct and sign the form,

cage personnel shall sign this form and attach the pit jackpot form copies to the cage jackpot form copy, prior to issuing the jackpot amount to the security officer.

- (f) The cage shall issue the jackpot amount to the security officer. The security officer shall transport the amount to the pit. The pit shift manager and dealer shall verify the amount is correct with the amount requested on the pit jackpot form copies and sign the cage jackpot form copy.
- (g) The pit manager and security officer shall observe the delivery of the jackpot amount to the customer by the dealer.
- (h) The pit manager shall remove the third pit jackpot form and retain for pit file.
- (i) The dealer shall drop the cage jackpot form into the table cash drop box.

(F) Lotteries.

(1) Keno.

- (a) Rules, multi-race configurations, way tickets, game procedures and payout odds. Proposed rules, permissible wagers, multi-race configurations, way tickets (examples of multi-way tickets include special twenty spot, sensational sixteen, top and bottom keno, the outside edge), game procedures and payout odds shall be submitted in writing by the Operator to the Commission and shall be approved by the Commission prior to conducting any

keno games. All changes in the rules, multi-race configurations, way tickets, game procedures and payout odds, shall be approved in writing by the Commission prior to implementation of the change.

- (b) Wagers. Proposals for permissible wagers shall be submitted in writing by the operator to the Commission and shall be approved by the Commission prior to conducting any game of Keno. All changes in the permissible wagers shall be approved in writing by the Commission prior to implementation of the change. For the purposes of any wager limitation, each game in a multi-race configuration shall be considered a separate game, and each way on a multi-way ticket shall be considered a separate play.
- (c) Responsibility for wager. It is the responsibility of the players to see that each wager has been correctly recorded. Tickets go as entered in the computer. The gaming operator shall pay only on the ticket held by the player.
- (d) Procedures for collection on multi-race keno configurations. Each gaming Operator shall submit proposals to the Commission for procedures for collection on keno games conducted on a multi-race configuration, including times for presentation of winning tickets. All such procedures approved by the Commission shall be implemented throughout the casino operations. No changes in such procedures shall be implemented without the prior written approval of the Gaming Commission.

(G) Sports Betting Pools and Sports Betting, including Parlay Cards, Rules.

- (1) Sports Betting Pools. The maximum wager on a Sports Betting Pool shall be six (6) dollars and the maximum win on a Sports Betting Pool to all participants shall not exceed five hundred (500) dollars. All money wagered in the pool shall be awarded to participants. No person may receive or have any fixed or contingent right to receive, directly or indirectly, any amount wagered or bet or any portion of any amounts wagered or bet, except an amount which the person wins as a participant while playing on the same basis as every other participant. No person may participate in the Sports Betting Pool as the agent of another person. No cover charge, participation charge or other charge may be imposed upon a person for the privilege of participating in or observing gambling, and no rebate, discount, credit or other method is used to discriminate between the charge for the sale of goods or services to participants in gambling and the charge for the sale of goods or services to nonparticipants.

- (2) Sports Betting, including Parlay Cards. Wagers or bets on Sports Betting, including Parlay Cards, may be made only between two (2) or more individuals who are physically in each others presence. The betting or wagering must be incidental to a bona fide social relationship between all participants in the betting. No person may receive or have any fixed or contingent right to receive, directly or indirectly, any amount wagered or bet or any portion of any amounts wagered or bet, except an amount which the person wins as a participant while playing on the same basis as every other participant. No person

may participate in the Sports Betting as the agent of another person. No person may participate in Sports Betting, including Parlay Card wagering, if the athletic event or contest is authorized or sponsored by one or more schools, educational institutions, or interscholastic athletic organizations if the person is a coach, official, player or contestant in the athletic event or contest. No cover charge, participation charge or other charge may be imposed upon a person for the privilege of participating in or observing gambling, and no rebate, discount, credit or other method is used to discriminate between the charge for the sale of goods or services to participants in gambling and the charge for the sale of goods or services to nonparticipants. No participant may win or lose more than a total of fifty (50) dollars or other consideration equivalent thereto on Sports Betting at any time during any period of twenty-four (24) consecutive hours. A person wins the total amount at stake in any game, wager or bet regardless of any amount that person may have contributed to the amount at stake.

(H) Parlor Games.

[NO PARLOR GAMES ARE AUTHORIZED AS OF THE DATE OF EXECUTION.]

[THE REMAINDER OF THIS PAGE WAS DELIBERATELY LEFT BLANK.]

APPENDIX "E"
OMAHA TRIBE/STATE OF IOWA GAMING COMPACT
OPERATING REQUIREMENTS

(A) Law Enforcement and Security. Each Operator shall be required to employ a reasonably adequate security force and shall submit a security plan to the Commission for its approval. In addition, a certified peace officer with the power to arrest all persons committing gaming violations shall be present at all times when gambling is being conducted. The Operator shall file a written report with the Commission detailing any incident in which an employee or patron or other person is suspected of violating a provision of the Regulations, Gaming Ordinance this Compact or applicable laws within twenty-four (24) hours of the occurrence of the incident.

(B) Disciplinary Measures. The Commission shall implement disciplinary measures upon the finding of a violation of the Gaming Ordinance, Regulations, this Compact or applicable laws. The Commission shall honor the suspension of an occupational license of any person currently under suspension or in bad standing in any other United States gambling jurisdiction.

(C) First Aid Facilities. The operator shall be required to equip and maintain reasonably adequate first aid facilities.

(D) Fire Arms Prohibited. The possession of fire arms shall be prohibited at all times within the gambling area and adjacent facilities except for certified law enforcement officers on duty.

(E) Check Cashing and Credit Card Transactions. The Tribe may offer check cashing and credit card transactions, including cash advances, as routinely

Omaha Tribe of Nebraska and the
State of Iowa Gaming Compact
December 10, 1998

offered by other businesses in the state of Iowa. This provision shall not be construed as allowing credit to be offered by the Tribe or the Management Contractor or any other person or entity other than through a bona fide credit card company whose services are offered to other businesses in the state of Iowa. Personal checks accepted by the Operator must be deposited into a financial institution on the banking day following the receipt of such check.

COMPACT INDEX

	<u>PAGE NO</u>
RECITALS	1
1. DEFINITIONS	3
2. CLASS III GAMING--WHEN PERMISSIBLE	10
2.1 When Permissible	10
2.2 Permissible Class III Gaming	10
2.3 Additional Class III Games	11
3. GAMING OWNED BY TRIBE	12
4. CONDUCT AND REGULATION OF CLASS III GAMING	13
5. TRIBAL GAMING COMMISSION	14
6. MANAGEMENT CONTRACTOR	17
7. OCCUPATIONAL LICENSING	19
7.1 Licenses, Issuance, Qualifications	19
7.2 Revocation of License	20
7.3 Background Investigations	21
8. MINIMUM STANDARDS FOR INSPECTION AND APPROVAL OF GAMBLING DEVICES	27
9. SECURITY AND SURVEILLANCE	29
10. ACCOUNTING AND CASH CONTROL	29
11. OPERATING PROCEDURES AND GAME RULES	29
12. AUDITS INSPECTIONS AND FACILITY AND RECORDS ACCESS	30
13. TRIBE'S ACCESS TO STATE RECORDS	33
14. DOCUMENTS PROVIDED BY THE TRIBE TO THE STATE	34
15. COVENANT OF CONFIDENTIALITY	35
16. GAMING CONDUCTED SOLELY ON INDIAN LANDS	37
17. JURISDICTION	38
17.1 Division of Criminal and Civil Jurisdiction	38
17.2 Prosecution of Offenses by Iowa and the Tribe	40
17.3 Concurrent Jurisdiction	41
17.4 Exercise of Jurisdiction at Discretion of Iowa	42
17.5 Cross-Deputization Agreements	42
17.6 Transfer to Appropriate Sovereign	42
18. TAXES	43
19. EMPLOYEE PROTECTION	44

20. AMENDMENTS AND WAIVERS	45
21. REMEDIES FOR BREACH OF COMPACT	46
21.1 Breach Of This Agreement By Tribe And Dispute Resolution	46
21.2 Breach Of This Agreement By The State And Dispute Resolution	48
21.3 Dispute Resolution--Non-Exclusiveness	49
22. EXTENSION OF OBLIGATIONS	49
23. SEVERABILITY	50
24. THIRD-PARTY BENEFICIARIES	50
25. PROVISION OF COMPACTS TO THE TRIBE	50
26. NOTICES	51
27. CALCULATION OF TIME	52
28. COUNTERPARTS	53
29. ASSIGNMENT OF COMPACT BY IOWA OR THE OMAHA TRIBE	53
30. GOVERNING LAW	54
31. RENEGOTIATION	55
32. RIGHTS AVAILABLE UNDER THE ACT	55
33. TRIBAL AND STATE-SOVEREIGNTY	55
34. EFFECTIVE DATE	58
35. DURATION	58
36. AUTOMATIC TERMINATION	59
37. NO SEPARATE ENTITY OR COOPERATIVE RELATIONSHIP	59
38. MONITORING FEE	60
39. REVOCATION OF PREVIOUS COMPACTS	61
40. INTEGRATION	61
41. EXECUTION	62
APPENDIX "A" - GAMBLING DEVICE TESTING AND SPECIFICATIONS	63
(A) Gambling Device Requirements	63
(1) Hardware specifications	63
(2) Software requirements-random number generator	64
(3) Continuation of game after malfunction is cleared	66
(4) Software requirements-play transaction records	66
(5) Software requirements-error conditions-automatic clearing	67
(6) Percentage Payout Gambling Devices	67

(7) Error conditions	68
(8) Hopper mechanism	69
(9) Progressive Slot Machines	69
APPENDIX "B" - SECURITY AND SURVEILLANCE REQUIREMENTS	71
(A) Closed Circuit Television	71
(B) Required Equipment	71
(1) Cameras	71
(2) Video printers	71
(3) Video screens	71
(4) Date and time generators	71
(5) Universal power supply	72
(6) Camera domes	72
(7) Video switchers	72
(8) Videotape recorders	72
(C) Required surveillance	72
(D) Equipment in surveillance offices	75
(E) Lighting	75
(F) Surveillance room	75
(1) Surveillance equipment	76
(2) Override capability	76
(3) Commission access	76
(4) Surveillance logs	76
(5) Blueprints	76
(6) Storage and retrieval	77
(7) Malfunctions	77
(8) Security	77
(G) Playback station	77
(H) Additional requirements	77
(1) Audio and videotape monitoring	78
(2) Commission access	78
(3) Written plans and alterations	78
(4) Casino surveillance system plan	78
(I) Changes in game locations	78
(J) Surveillance during nongambling hours	79
(1) Cleanup and removal time	79
(2) Locked down mode	79

APPENDIX "C" - ACCOUNTING AND CASH CONTROL	80
(A) Financial Statements	80
(B) Internal Control System	80
(1) Administrative controls	80
(2) Accounting controls	80
(3) Personnel control	81
APPENDIX "D" - GAME RULES	82
(A) Maximum Wager and Loss Limits	82
(B) Dice Game Rules	82
(1) Craps - Mini-Craps	82
(2) Chuck-a-luck, hazard, under and over seven, beat the dealer	83
(3) Bang	84
(4) Lotto dice	86
(5) Sic-bo	87
(C) Wheel Game Rules	88
(1) Roulette	88
(2) Big-six roulette	90
(3) Money wheel, color wheel, merchandise wheel, and horse race	90
(D) Simulcasting Rules	91
(1) Wagering restrictions	91
(2) Wagering certificates	92
(3) Amount wagered	92
(E) Card Game Rules	92
(1) Twenty-one	92
(2) Poker	94
(3) Baccarat, mini-baccarat and chemin de fer	95
(4) Monte (Spanish monte and monte bank.)	97
(5) Pai gow and pai gow poker	98
(6) Red dog (in between)	99
(7) Pan	100
(8) Super pan nine	101
(9) Hold Em or Texas Hold Em	103
(10) Caribbean Stud	104
(11) Let It Ride	105

Omaha Tribe of Nebraska and the
 State of Iowa Gaming Compact
 December 10, 1998

(12) Sweet Sixteen Jackpots	119
(13) Rock Bottom Low Ball	133
(F) Lotteries	144
(1) Keno	144
(a) Rules, multi-race configurations, way tickets, game procedure	144
(b) Wagers	145
(c) Responsibility for wager	145
(d) Procedures for collection on multi-race keno configurations	145
(G) Sports Betting Pools and Sports Betting, including Parlay Cards, Rules.	145
(1) Sports Betting Pools	146
(2) Sports Betting, including Parlay Cards	146
(H) Parlor Games	147
APPENDIX "E" - OPERATING REQUIREMENTS	148
(A) Law Enforcement and Security	148
(B) Disciplinary Measures	148
(C) First Aid Facilities	148
(D) Fire Arms Prohibited	148
(E) Check Cashing and Credit Card Transactions	148