to accept approximately 55.84 acres of land into trust for the Snoqualmie Tribe of Washington under the authority of the Indian Reorganization Act of 1934, 25 U.S.C. 465. The 55.84 parcel is located in King County, Washington. The parcel will be used for the purpose of construction and operation of a class III gaming facility.

The real property consists of a 55.84 acre tract located in King County, Washington. The legal description of the property is as follows:

Lot 1, Block 3 of the unrecorded plat of Si-View acre tracts, more particularly described as follows: Beginning at a point on the south line of the NW. quarter of section 31, Township 24 North, Range 8 East, Willamette Meridian, in King County, Washington, 750.75 feet South 88 degrees 51′11″ West of the SE corner of said NW. quarter, thence South 88 degrees 51′11″ West, 660.36 feet; thence North 3 degrees 02′25″ West 308.18 feet; thence North 86 degrees 57′35″ East, 660.00 feet to the west line of a 60.0 foot street; thence South 3 degrees 02′25″ East along said street, 330.0 feet to the point of beginning;

Except that portion of Lot 1, Block 3 of the unrecorded plat of Si-View acre tracts, in Section 31, Township 24 North, Range 8 East, Willamette Meridian, in King County, Washington, described as follows: Beginning at the NE. corner of the above described Lot 1; thence South 86 degrees 57′35″ West a distance of 311.14 feet along the north boundary of said Lot 1; thence South 3 degrees 02′25″ East a distance of 140.00 feet; thence North 86 degrees 57′35″ East a distance of 311.14 feet to the east boundary line of said Lot 1; thence North 3 degrees 02′25″ West a distance of 140.00 feet along the east boundary of said Lot 1 to the point of beginning.

And, all of Government Lot 3 and that portion of Government Lot 4, lying northerly of the north margin of SR 90 (State Highway Number 2); section 31, township 24 North, Range 8 East, Willamette Meridian, King County, Washington.

Containing a total of 55.84 acres, more or less.

Dated: January 13, 2006.

James E. Cason,

Associate Deputy Secretary.

[FR Doc. E6–1198 Filed 1–30–06; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of class III gaming compact taking effect.

SUMMARY: Notice is given that the Tribal-State compact between the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin is considered to have been approved and is in effect.

DATES: *Effective Date:* January 31, 2006.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under section 11 (d)(7)(D) of the Indian Gaming Regulatory Act of 1988 (IGRA), Pub. L. 100–497, 25 U.S.C. 2710, the Secretary of the Interior must publish in the **Federal Register** notice of any Tribal-State compacts that are approved, or considered to have been approved, for the purpose of engaging in class III gaming activities on Indian lands. The Acting Principal Deputy Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority did not approve or disapprove this compact before the date that is 45 days after the date this compact was submitted. This compact authorizes this Indian tribe to engage in certain class III gaming activities, provides for certain geographical exclusivity, limits the number of gaming machines at existing racetracks, and prohibits non-tribal operation of certain machines and covered games. Therefore, pursuant to 25 U.S.C. 2710(d)(7)(C), this compact is considered to have been approved, but only to the extent it is consistent with IGRA.

Dated: January 18, 2006.

Michael D. Olsen,

Acting Principal Deputy Assistant Secretary—Indian Affairs.

[FR Doc. E6–1197 Filed 1–30–06; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved tribal-state class III gaming compact.

SUMMARY: This Notice Publishes an Approval of the Economic Development Amendment for the Tribal-State Compact for the Regulation of Class III Gaming between the Tunica-Biloxi Tribe and the State of Louisiana.

DATES: *Effective Date:* January 31, 2006.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under Section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Pub. L. 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of the Economic Development Amendment to the Tribal-State compacts for the purpose of engaging in class III gaming activities on Indian lands. This Economic Development Amendment provides for a grant of presumptive suitability for certain lenders solely in connection with and strictly limited to that certain offering of unsecured senior notes dated November 8, 2005. The Acting Principal Deputy Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, is publishing notice that the Economic Development Amendment to the Tribal-State compact between Tunica-Biloxi Tribe and the State of Louisiana is hereby approved and in effect.

Dated: January 20, 2006.

Michael D. Olsen,

Acting Principal Deputy Assistant Secretary—Indian Affairs.

[FR Doc. E6–1196 Filed 1–30–06; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[ID–200–1120–PH]

Notice of Cancellation of February Resource Advisory Council Meeting in Twin Falls District, ID

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of Cancellation of February Resource Advisory Council Meeting in Twin Falls District, Idaho.

SUMMARY: This notice announces the cancellation of the Resource Advisory Council (RAC) meeting scheduled for Tuesday, February 7, 2006, in Twin Falls, Idaho.

2005 AMENDMENT
to the
FOREST COUNTY POTAWATOMI COMMUNITY OF WISCONSIN
and the
STATE OF WISCONSIN GAMING COMPACT OF 1992, AS AMENDED

This 2005 Amendment to the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin Gaming Compact of 1992, as amended ("2005 Amendment"), is entered into by the FOREST COUNTY POTAWATOMI COMMUNITY OF WISCONSIN (the "Tribe") and the STATE OF WISCONSIN (the "State"), referred to collectively as the ("Parties").

WHEREAS, in 1992 the Parties entered into the Forest County Potawatomi Community of Wisconsin and the State of Wisconsin Gaming Compact of 1992 (the "Compact"); and

WHEREAS, the 1992 Compact was later amended by the Parties on December 3, 1998, on February 19, 2003, on April 4, 2003, and on May 30, 2003; and

WHEREAS, section XXXIII.A. of the Compact provides that if a court of competent jurisdiction finds that either party to the Compact lacked the legal authority to agree to section XXV of the 2003 amendments regarding duration ("The Duration Provision"), then the Tribe shall be entitled to a refund of the amount paid to the State by the Tribe under section XXXI.G.1.b., the Tribe shall not be required to make further payments to the State under section XXXI.G.2., and the Parties shall negotiate in good faith to reach agreement on substitute provisions for sections XXV and XXXI; and

WHEREAS, in a 4 to 3 split decision, *Panzer v. Doyle*, 271 Wis. 2d 295, 341-343, 680 N.W. 2d 666, 689-690 (May 13, 2004), a case in which neither the State of Wisconsin nor the Tribe was a party, a majority of the Wisconsin Supreme Court found that "the Governor was without authority to agree to the Duration Provision under the 2003 amendments" to the Compact; and

WHEREAS, the Tribe paid $40.5 million to the State on June 30, 2004, although it was not obligated to do so; and

WHEREAS, the State and the Tribe acknowledge that the obligation to make the lump sum payments pursuant to section XXXI.G.1. of the Compact requires the Tribe to utilize credit instruments to obtain funds for the payments. The ability to preserve the revenue stream anticipated by the Tribe at the time it agreed to these payments was a material consideration in its agreement to make the payments. In order to protect the Tribe's legitimate expectation that its Class III gaming operations would generate a level of revenues sufficient to support its promise to pay the amounts specified in section XXXI.G., the State and Tribe agreed to Section XXXI.B.3 in the amendments to the Compact dated February 17, 2003, but the parties then agreed to remove the amendment at the insistence of the Assistant Secretary of the United States Department of the Interior so that notice of the remaining amendments would be published in the Federal Register; and

WHEREAS, the Parties have not been able to agree on changes to the rights and duties of the Parties in the event of a favorable determination of the Secretary of the Interior pursuant to Section 20 of the Act, 25 U.S.C. § 2719 (b)(a)(A), regarding a proposed gaming establishment located on lands more than 30 miles and within 50 miles of the Tribe's gaming facility in Milwaukee. The Parties have agreed to the procedure in Section XXII.A. 11. herein to achieve a substitute provision for Section XXXI.B.3 of the amendment dated February 17, 2003; and

WHEREAS, the Parties have reached an agreement on the terms of the 2005 Amendment which includes a substitute Duration Provision, and the Tribe has agreed to pay $43.625 million when notice of the 2005 Amendment is published in the Federal Register in consideration of the good faith negotiation, and execution, of the substitute provisions that are not in dispute.

WHEREAS, the Parties acknowledge that further amendments to the Compact may be appropriate in the future.

In light of the foregoing, the State and Tribe further agree as follows:

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

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

2. Section VII.D. of the Compact is amended by adding a new Subsection 4 as follows:

4. Suspension or Revocation of a Certificate.

a. The Department may suspend or revoke a Certificate:

1. Upon a determination pursuant to subsection D.1.a., b., or c.; or

2. If the Certificate holder has committed multiple violations of the Compact, or demonstrated an unreasonable disregard for the provisions of the Compact;

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

3. Section VII.D. of the Compact is amended by adding a new subsection 5, as follows:

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

4. Section XIII. of the Compact is amended by amending Section XIII. B. to read as follows:

B. The amount to be withheld under subsec. A. shall be determined by multiplying the amount of the payment by the highest Wisconsin income tax rate applicable to individuals under the Wisconsin income tax for the calendar year in which the payment is made.

5. Section XXII. of the Compact is amended by amending Section XXII. to read as follows:

Section XXII. DISPUTE RESOLUTION.

A. Arbitration. Any claim, controversy, action, grievance, dispute, complaint, or other disagreement arising out of, or relating to this Compact, including, without limitation, a claim that a Compact provision is invalid, that a party has failed to comply with the requirements of the Compact, or regarding the proper interpretation of any Compact provision, shall be resolved by arbitration, unless the State and the Tribe have agreed to resolve the dispute by negotiation pursuant to XXII.B., or by mediation pursuant to XXII.C., in court pursuant to XXII.D., or as set out elsewhere in the Compact. Unless otherwise agreed to by the parties, the arbitration shall be conducted in accordance with the Rules, as modified by the following:

1. Demand for Arbitration. Either party may serve on the other a written demand for arbitration of the dispute, in accordance with CPR Rule 3.

2. Arbitrators. Unless the parties agree otherwise, at least one of the arbitrators on the tribunal shall be an attorney or retired judge knowledgeable about the Act, federal Indian law, gaming industry regulation, and jurisdiction within Indian country. If the parties do not appoint an arbitrator with those qualifications, the party-appointed arbitrators or the CPR shall do so.

3. Selection of Arbitrator(s) by the CPR. If for any of the reasons set forth in Rule 6.1, arbitrators are not appointed in accordance with the Rules, CPR shall fill any vacancies on the tribunal within ten (10) days of a request in accordance with CPR Rule 6.

4. Cost of Arbitration. The costs of arbitration shall be borne equally by the parties, with one-half (½) of the expenses charged to the Tribe and one-half (½) of the expenses charged to the State

5. Preliminary Conference/Hearing. The tribunal shall hold an initial pre-hearing conference no later than thirty (30) days following the selection of the members of the tribunal and shall permit discovery and make other applicable decisions in accordance with CPR Rules 9 through 12. Unless the parties agree otherwise, or unless the tribunal determines that compelling circumstances exist which demand otherwise, the arbitration shall be completed within one hundred and eighty (180) days of the initial pre-hearing conference.

6. Arbitration Hearing.

   a. Last, Best Offer Format. The arbitrators shall conduct each arbitration proceeding using the "last, best offer" format, unless the dispute concerns the validity of a Compact provision, or any party to an arbitration proceeding opts out of the "last, best offer" arbitration format in the manner set forth in section XXII.A.6.b.

      (i) No later than forty (40) days before the arbitration hearing (or forty (40) days before the date the dispute is to be submitted to the tribunal for decision if oral hearings have been waived), each party shall submit to the other party or parties to the arbitration a last, best offer for those issues that will be decided using the last, best offer format.

      (ii) No later than twenty (20) days before the arbitration hearing (or twenty (20) days before the date the dispute is to be submitted to the tribunal for decision if oral hearings have been waived) and/or no later than ten (10) days after the conclusion of the arbitration hearing (or ten (10) days

before the date the dispute is to be submitted to the tribunal for decision if oral hearings have been waived), a party or the parties may request permission to submit additional last, best offers. The arbitrators may grant such requests if, in their opinion, such additional last, best offers will promote the resolution of the dispute.

(iii) Except as otherwise provided in section XXII.A.6.b., for each issue to be decided using the last, best offer format, the tribunal shall, for its decision on the issue, adopt one of the last, best offers submitted under section XXII.A.6.a. and no other remedy (excepting only remedies in aid of the tribunal's decision). If the tribunal expressly determines that a last, best offer submitted by a party with respect to an issue or issues is not consistent with or does not comply with the Act and/or the Compact, as they may be amended and as they are interpreted by courts of competent jurisdiction, then the tribunal shall reject that last, best offer and shall not consider it in rendering its decision. If the tribunal expressly determines that all the last, best offers submitted by the parties with respect to an issue or issues are not consistent with or do not comply with the Act and/or the Compact, as they may be amended and as they are interpreted by courts of competent jurisdiction, then the tribunal shall reject all the last, best offers and shall allow both parties an opportunity to resubmit last, best offers. If the tribunal determines that the resubmitted last best offers should both be rejected, then the tribunal shall decide the related issue or issues as if the parties had elected to have the issue or those issues decided without using the "last, best offer" format. In addition, the tribunal shall have no authority to award money damages against either party, regardless of whether a last, best offer proposes an award of damages.

b. Opting Out of Last, Best Offer. Unless the parties agree otherwise, a party desiring to opt out of the "last, best offer" arbitration format shall serve a written notice of its election no later than fifty (50) days before the arbitration hearing (or fifty (50) days before the date the dispute is to be submitted to the tribunal for decision if oral hearings have been waived). The notice shall (i) identify with specificity the issue or issues that the arbitrators will decide without using the "last, best offer" arbitration format or (ii) state that the arbitrators will not use the "last, best offer" arbitration format.

7. Decision of the Tribunal. In the case of a dispute regarding the validity of a Compact provision, or if the tribunal determines that a last, best offer is not consistent with or does not comply with the Act and/or the Compact, the decision of the tribunal shall set forth detailed findings of fact and conclusions of law and a statement regarding the reasons for the tribunal's determination. The written decision of the tribunal shall be made promptly and, unless otherwise agreed to by the parties, no later than forty (40) days from the date of the closing of the hearing or, if oral hearings have been waived, no later than forty (40) days from the date the dispute is submitted to the tribunal for decision. The tribunal may take additional time to render its decision if the tribunal determines that compelling circumstances require additional time. The tribunal may issue awards in accordance with CPR Rule 13. The decision of the majority of the arbitrators shall be final, binding, and unappealable, except for a challenge to a decision on the grounds set forth in 9 U.S.C. § 10.

8. Governing Law/Jurisdiction. Title 9 of the United States Code (the United States Arbitration Act) and the Rules shall govern the interpretation and enforcement of section XXII.A. The tribunal shall resolve the disputes submitted for arbitration in accordance with, and every decision of the tribunal must comply and be consistent with, the Act and the Compact, as they may be amended and as they are interpreted by courts of competent jurisdiction. The tribunal may resolve a dispute that includes an obligation under the compact by the State or the Tribe to pay money, but the tribunal shall have no authority to award money damages against either party. The arbitrator shall have the sole and exclusive jurisdiction to determine the merits of a dispute and decide questions of law and to apply applicable law in resolving disputes.

9. Judicial Confirmation.

   a. Judgment upon any award rendered by the tribunal may be entered in any court having jurisdiction.

   b. An award obligating the State to pay money to the Tribe is a debt of the State, which sum may be recovered from the State by the Tribe under any procedure provided by the laws of Wisconsin for the recovery of the unpaid debts of the State, which includes Wis. Stat. §§ 16.007 & 775.01.

   c. If the State fails to comply with an award of the tribunal, other than an award to pay money to the Tribe, and asserts the State's sovereign immunity, then the tribunal, upon the application of the Tribe, may issue an order requiring the State to pay the Tribe a sum of money as liquidated damages that the tribunal determines is commensurate with the value of the loss to the Tribe due to the

inability of the Tribe to obtain judicial enforcement of the Compact provision which is the subject of the award and that is commensurate with the State's failure to comply with the award. The sum due to the Tribe under the order is a debt of the State, which may be recovered by the Tribe, unless the State complies with the award or a federal court sets aside the award on grounds set forth in 9 U.S.C. § 10. This paragraph shall not apply if the legislature of the State of Wisconsin waives the State's sovereign immunity for judicial enforcement of all arbitration awards entered under section XXII.

10. Last Best Offer Arbitration of Compact Amendments. In determining whether the State or the Tribe has complied with an express duty under the Compact to negotiate in good faith, the tribunal may take into account the standards applicable to the duty to negotiate in good faith under 25 U.S.C. § 2710(d)(7)(B)(iii). If, within 30 days after a tribunal determines that a party has not complied with a specific obligation under the Compact to negotiate in good faith concerning an amendment to the Compact, the party has not agreed to an amendment to the Compact that resolves the dispute or has not otherwise resolved the dispute, then the other party may request the tribunal to resolve the dispute. The tribunal shall resolve the dispute by last best offer arbitration. Both parties may submit last best offers for compact amendments to the tribunal. The tribunal shall select the last best offer for a compact amendment that best comports with the terms of the Act, any other applicable federal law, and with the findings of the tribunal concluding that a party has failed to negotiate in good faith. Any such amendment shall be agreed to under section XXX and is subject to review by the United States Secretary of Interior as may be provided by law.

11. Last Best Offer of Substitute Compact Amendment. The parties shall each submit to last best offer arbitration a proposed Compact amendment which includes, without modification, the payments provisions of Section XXXI.G., as amended by this 2005 Amendment, but which also specifies the rights, duties and obligations of the Parties in the event the State concurs in a favorable determination of the Secretary of the Interior pursuant to section 20 of the Act, 25 U.S.C 2719 (b)(1)(A), regarding a proposed gaming establishment on lands located within 50 miles of the Tribe's Class III gaming facility in Milwaukee. The Tribe's last best offer may provide for a reduction in, or refund of, the payments to the State agreed to in section XXXI.G. of the Compact in the event the State concurs in a favorable determination of the Secretary of the Interior pursuant to section 20 of the Act, 25 U.S.C 2719 (b)(1)(A), regarding a proposed gaming establishment located within 50 miles of the Tribe's Class III gaming facility in Milwaukee. The State's last best offer will propose a procedure(s) to establish an agreement between, at a minimum,

the Tribe and the tribe making application pursuant to section 20 of the Act to have land located within 50 miles of the Tribe's Class III gaming facility in Milwaukee taken into trust for gaming purposes, pursuant to which the Tribe will be compensated for revenues lost due to the operation of the Class III gaming facility located within 50 miles of the Tribe's Class III gaming facility in Milwaukee, and which may not be inconsistent with, but may propose additional terms relative to, section XXXI.I. If the arbitrator determines that an offer does not comply with the requirements contained in this paragraph 11, the arbitrator shall select the offer of the other party if the arbitrator determines it does so comply. In the event the arbitrator determines neither offer so complies, the arbitrator shall reject both offers and shall require the parties to submit new last best offers. The Parties agree that in the event of a conflict between this paragraph 11 and any other provision of the Compact this paragraph 11 shall control for purposes of this dispute, and shall not be applicable to the resolution of any other dispute.

B. Notice/Negotiation. If either the Tribe or the State believes the other has failed to comply with the requirements set forth in this Compact, or if a dispute arises over the proper interpretation of any provision of the Compact, then either party may serve a written notice on the other identifying the specific provision or provisions of the Compact in dispute and specifying in detail the factual bases for any alleged non-compliance and/or the interpretation of the provision of the Compact proposed by the party providing notice. If both parties agree to participate in negotiations to resolve the dispute, within ten (10) days following delivery of the written notice of dispute, the Executive Director of the Gaming Commission, the Director of the Department, and representatives designated by the Governor of Wisconsin and the Chairman of the Tribe shall meet in an effort to voluntarily resolve the compliance or interpretation dispute through negotiation. Negotiations pursuant to this section XXII.B. shall not be a pre-requisite to pursuing mediation or arbitration under section XXII.C. or section XXII.A., respectively.

C. Mediation. If either the Tribe or the State believes the other has failed to comply with the requirements set forth in this Compact, or if a dispute arises over the proper interpretation of any provision of the Compact, the parties can agree in writing to settle a dispute in an amicable manner by non-binding mediation administered by the CPR Institute for Dispute Resolution (unless otherwise agreed to by the parties), and the procedures set forth below.

a. Selection of Mediator. If the parties agree upon a mediator, that person shall serve as the mediator. If the parties are unable to agree on a mediator within ten (10) days of a request for mediation, then the CPR (i) shall select an attorney from the CPR Panel of Distinguished Neutrals to be the mediator or (ii) if requested by the parties, shall select the mediator from a list of potential mediators approved by the parties.

b. Costs of Mediation. The costs of mediation shall be borne equally by the parties, with one-half (½) of the expenses charged to the Tribe and one-half (½) of the expenses charged to the State.

c. Arbitration. Mediation shall not be a pre-requisite to pursuing arbitration under section XXII.A.

D. Disputes Resolved by Courts of Competent Jurisdiction. Unless the parties agree otherwise, if a dispute arises regarding compliance with or the proper interpretation of the requirements of the Compact under sections IV (Authorized Class III Gaming), XVIII (Allocation of Jurisdiction), XX (Enforcement), XXII (Dispute Resolution), XXIII (Sovereign Immunity), XXV (Effective Date and Duration), XXVI (Tribal Gaming Ordinances and State Law), XXVII (Rights Under the Act), XXIX (Agreement Date), XXXI.A., C., D., E., and G. (Payment to the State), XXXIII. (Transition), XXXV (Severability), and XXIV (Reimbursement of State Costs), the dispute shall be resolved by a court of competent jurisdiction. For this purpose, in an action brought by the Tribe against the State, one court of competent jurisdiction is the State of Wisconsin Circuit Court. In an action brought by the State against the Tribe, one court of competent jurisdiction is the United States District Court for the Western District of Wisconsin. Nothing in this section XXII.D. is intended to prevent either party from seeking relief in some other court of competent jurisdiction.

In the event that an action to resolve a dispute is dismissed on the application of a party because that party has not waived its sovereign immunity to suit, then the dispute under this paragraph may be treated as a dispute described in paragraph A. of section XXII.

E. Other Relief.

1. The Tribe or the State may seek in a court of competent jurisdiction (i) prior to the selection of arbitrators pursuant to XXII.A.2. and XXII.A.3. and pending the outcome of an arbitration proceeding under section XXII.A., provisional or ancillary remedies, including preliminary injunctive relief, or (ii) permanent injunctive relief to enforce an arbitration award issued pursuant to XXII.A.

2. A violation of any provision in this Compact shall constitute Class III gaming in violation of a compact subject to the jurisdiction of the United States District Court for the Western District of Wisconsin pursuant to §11(d)(7)(A)(ii) of the Act. A willful failure to abide by or implement a final, non-appealable arbitration award issued pursuant to section XXII.A. and the Rules shall constitute a violation of the Compact.

6. **Section XXIII. of the Compact is amended by amending Section XXIII., to read as follows:**

XXIII. SOVEREIGN IMMUNITY; COMPACT ENFORCEMENT.

A. Except as expressly provided in section XIX.B. and section XXIII.C. below, nothing contained in this Compact is intended as, or shall be deemed or construed to be, a waiver of the sovereign immunity of the Tribe.

B. In addition to other enforcement mechanisms, both the State and the Tribe agree that suit to enforce any provision of this Compact may be brought in federal court by either the State or the Tribe against any official or employee of either the State or the Tribe. 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 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. The Tribe grants to the State a limited waiver of sovereign immunity and hereby consents to suit in federal court solely with respect to the following claims:

1. Claims for monies which may be due and owing to the State under the terms of this Compact; provided, however, that this waiver shall only be effective and the State may maintain such claims only for so long as and to the extent that sections 16.007 and 775.01 of the Wisconsin Statutes, or any successor or similar provisions of state law, remain in effect and provide an effective waiver of sovereign immunity to enable the Tribe to maintain a claim against the State for any monies due and owing to the Tribe under the terms of this Compact. If the Tribe's waiver of sovereign immunity is not effective under this provision, the Tribe's waiver of its sovereign immunity shall be reinstated and effective if, and for so long as, the State thereafter effectively waives its sovereign immunity for claims against the State for any monies due and owing to the Tribe under the terms of this Compact.

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

Tribe to maintain a suit against the State for injunctive relief to enforce the terms of the Compact.

3. Claims for judicial resolution of disputes regarding arbitration or enforcement of an arbitration award under section XXII of this Compact; provided, however, that if the Tribe is unable to obtain a judicial resolution of a dispute regarding arbitration or enforcement of an arbitration award against the State under section XXII due to the sovereign immunity of the State, then the Tribe's waiver of sovereign immunity pursuant to this subsection shall be null and void. Any waiver of the Tribe's sovereign immunity which may become inoperable pursuant to this provision shall be reinstated if the State effectively waives its sovereign immunity in a manner which enables the Tribe to maintain a suit against the State for judicial resolution of disputes regarding arbitration and enforcement of an arbitration award under section XXII.

D. The waiver of the Tribe's sovereign immunity provided for in this Article does not extend to any claims brought to enforce obligations which do not arise under the terms of the Compact or to any claims brought by persons or entities other than the State.

E. Notwithstanding any other provision of this Compact, either the Tribe or the State may pursue any remedy which it believes is available to it under the law or the Act, including suits against officers or employees of the other for actions taken outside the scope of their authority, subject to any defenses which may be available with respect to such remedies or suits. The State and the Tribe agree that the Tribe may maintain an action against the State for money owed to the Tribe arising under the Compact, including an arbitration award under section XXII, under sections 16.007 and 775.01 of the Wisconsin Statutes. The State and the Tribe also agree that State officials, employees, and agents may not engage in unauthorized activity and that State officials, employees, and agents are not authorized under law to engage in activity that violates the terms of the Compact; that interferes with conduct authorized by the Compact; that violates an arbitration award entered under section XXII; or, with respect to subject matters governed by the Compact, that is not authorized by the Compact. The Tribe and the State agree that the Tribe may maintain a suit against State officials, employees, and agents to prevent unauthorized activity without regard to whether or not the State has waived its sovereign immunity. The Tribe and the State agree that nothing in this Compact precludes maintaining an action pursuant to 25 U.S.C. 2710(d)(7)(A)(ii).

F. These enforcement provisions are an essential part of this Compact, and if they are found unenforceable against the Tribe or the State, 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.

7. **Section XXV of the Compact is amended by amending Section XXV, to read as follows:**

XXV. EFFECTIVE DATE AND DURATION

A. The Compact shall be extended for a term of 25 years from the date notification of this 2005 Amendment is published in the Federal Register pursuant to 25 U.S.C. 2710(d)(8)(D).

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

1. Notice of Nonrenewal.

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

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

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

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

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

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

reached before the expiration date of this Compact, or any extension thereof, the Tribe shall do one of the following:

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

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

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

8. Section XXX.D. is amended by deleting section XXX.D.2 in its entirety.

9. Section XXXI.G.2. is deleted and replaced with the following:

On or before June 30, 2006, and on or before June 30 of each succeeding year, the Tribe shall make a payment to the State ("Milwaukee Facility Annual Payment") which shall constitute a percentage of the net win from Class III gaming conducted at the Tribe's Milwaukee facility and shall be determined in accordance with the following schedule:

Payment Date	Amount of Annual Payment
June 30, 2006	7% of net win for the previous fiscal year
June 30, 2007	8% of net win for the previous fiscal year
June 30, 2008	8% of net win for the previous fiscal year
June 30, 2009	7% of net win for the previous fiscal year
June 30, 2010	6% of net win for the previous fiscal year
June 30, 2011	6% of net win for the previous fiscal year
June 30, 2012	6.5% of net win for the previous fiscal year
each June 30 thereafter	6.5% of net win for the previous fiscal year

For purposes of this section, "fiscal year" shall be defined as the period beginning October 1 of a given year and ending September 30 of the following year, or such other time period as the Parties agree. In addition, "net win" shall be defined as the amount wagered in Class III gaming, less fills and the amount paid out in jackpots and prizes, including the actual cost to the Tribe of any noncash prize which is distributed to a patron as the result of a specific, legitimate wager.

10. **Section XXXI.G.3. shall be deleted in its entirety and replaced with the following language:**

The amount due under paragraph 2 for each fiscal year shall be reduced by the amount that the Tribe's combined payments made, pursuant to the Forest County Potawatomi Community and the City and County of Milwaukee Intergovernmental Cooperation Agreement executed on March 3, 1999, to the City and the County of Milwaukee in that fiscal year exceeds $10 million dollars.

11. **Section XXXI.G.4. shall be deleted in its entirety.**

12. **Section XXXI.G.5. shall be renumbered XXXI.G.4., and the entirety of the text shall be deleted and replaced with the following:**

On or before June 30, 2006, and on or before June 30 of each succeeding year, the Tribe shall make a payment to the State ("Other Annual Payment") which shall constitute a percentage of the net win from Class III gaming conducted outside of the Tribe's Milwaukee facility calculated as follows. If the net win from Class III gaming conducted outside of the Tribe's Milwaukee facility for the previous fiscal year was $20,000,000 or less, the Tribe shall pay to the State 3% of the Class III net win. If the net win from Class III gaming conducted outside of the Tribe's Milwaukee facility for the previous fiscal year was greater than $20,000,000 and less that $50,000,000, the Tribe shall pay to the State 5% of the Class III net win. The first Three Hundred and Seventy Five Thousand Dollars ($375,000.00) of the Other Annual Payment shall be paid by the Tribe to the County of Forest, or such other local government in Forest County as the Potawatomi and the Governor shall direct. The balance of the Other Annual Payment shall be paid to the State. In the event the Tribe's Class III net win subject to this paragraph exceeds Forty Million Dollars ($40,000,000) in a fiscal year, the State and the Tribe shall negotiate in good faith to reach an agreement on the payment percentages that would be applicable to any Class III net win above Fifty Million Dollars ($50,000,000).

For purposes of this section, "fiscal year" shall be defined as the period beginning October 1 of a given year and ending September 30 of the following year, or such other time period as the Parties agree. In addition, "net win" shall be defined as the amount wagered in Class III gaming, less fills and the amount paid out in jackpots and prizes, including the actual cost to the Tribe of any noncash prize which is distributed to a patron as the result of a specific, legitimate wager.

13. Section XXXI of the Compact is amended by adding a new Section XXXI. I., as follows:

I. Area Requiring the Agreement of the Tribe. The State agrees that, unless pursuant to an agreement with the Tribe, it shall not concur, either through the action of the Governor or otherwise, in a favorable determination by the Secretary of the Interior, under 25 U.S.C. §2719(b)(1)(A), regarding a proposed gaming establishment on lands within 30 miles of the Tribe's gaming establishment within the City of Milwaukee; provided, however, that the State's foregoing agreement shall not apply to land that is both south of current Kenosha County Road "E" and east of Interstate Highway 94. The Tribe and the State each separately reserve all rights to take any or all actions in support of or in opposition to any proposed gaming establishment in Wisconsin

14. Section XXXI of the Compact is amended by adding a new Section XXXI.J., as follows:

J. Reduction In Payment If New Games Discontinued. The Parties acknowledge that the Tribe agreed to the payments under section XXXI.G. in part in exchange for the right to operate Class III games authorized by this Compact other than blackjack, pari-mutuel wagering on live simulcast horse, harness and dog racing events, and electronic games of chance. If for any reason beyond the control of the Tribe, including any adverse court decisions, rulings or orders, the Tribe is required by an authority of competent jurisdiction, after diligent efforts by the Tribe to establish its legal right to conduct the games, to cease operation of the Class III games authorized by this Compact, other than blackjack, pari-mutuel wagering on live simulcast horse, harness and dog racing events, and electronic games of chance, then: the payments due under section XXXI.G. shall be reduced by an amount to be negotiated by the Parties in good faith, (the "Reduction Amount").

The Reduction Amount shall be an amount that offsets the loss in revenue resulting from the Tribe not being able to operate all of the games authorized by this Compact and that also reflects that (1.) the Tribe made the payments under section XXXI.G.1., and amended section XXV to provide a definite term of years in this 2005 Amendment without receiving any additional consideration, in part in anticipation of the increased revenue from the new games that were authorized by the 2003 Compact Amendments; and that also reflects (2.) all other concessions and benefits given and received by the Parties in the 2003 and 2005 Compact Amendments. In any event, however, the Reduction Amount shall not be less than the reduction in compact payments provided to another Wisconsin tribe under the provisions of any other gaming compact between a Wisconsin tribe and the State which is triggered by the tribe not being able to operate all of the games authorized in that tribe's compact.

15. Section XXXII of the Compact entitled "ADDITIONAL BENEFITS TO TRIBE" is amended by adding the following to the end of Section XXXII.

In addition, if, after the 2005 Amendments are executed by the Parties,

(a) the State and any other tribe in Wisconsin agree to a gaming compact or compact amendment with provisions regarding duration, renewal or extension of the compact term that the Tribe, in its discretion, concludes are more favorable than provisions in this Compact; or

(b) a final decision of a federal or State of Wisconsin court determines that the provisions of a gaming compact or compact amendment with the State regarding duration, renewal or extension are valid, and the Tribe, in its discretion, concludes such provisions are more favorable than provisions in this Compact, then, upon the request of the Tribe, the Parties shall, within 180 days of such request, meet and conclude negotiations on provisions amending this Compact to include provisions substantially similar to those the Tribe concludes are more favorable, as well as provisions that provide for good faith negotiation regarding amendment, addition or deletion of compact terms at intervals consistent with section XXX.D.2. of the 2003 Compact Amendments, with disputes resolved through Last Best Offer Arbitration of Compact Amendments pursuant to section XXII.A., paragraph 10. If within such 180 day period the Parties are unable to agree to provisions that are substantially similar to those regarding duration, renewal or extension that the Tribe concludes are more favorable, then notwithstanding any other provision in this Compact, the Parties shall resolve their dispute over the new provisions regarding duration, renewal or extension to be included in section XXV, by utilizing procedures for Last Best Offer Arbitration of Compact Amendments set forth in section XXII.A., paragraph 10.

If an amendment to the Compact has been entered into pursuant to section XXXI.J., either as a result of negotiation or an arbitrator's award, then the negotiations and arbitration required by this subsection shall include additional consideration required in light of any reduction made pursuant to section XXXI.J.

16. Article XXXIV of the Compact and Paragraph 1 of the Memorandum of Understanding Regarding Technical Matters are deleted entirely and replaced with the following Article XXXIV. of the Compact:

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

A. The Tribe shall promulgate rules of play and minimum internal control standards for all Class III games conducted by the Tribe pursuant to this Compact. Such rules and standards shall set forth an accurate payout ratio for each game, reasonably ensure the fairness of the playing of the game, reasonably ensure that revenue is adequately counted and accounted for in

accordance with generally accepted accounting principles for casinos, provide a system of internal controls and procedures for game play that are consistent with industry standards and practices, and ensure compliance with the Compact. The Tribe shall comply with rules of play and minimum internal control standards established pursuant to this section. Until minimum internal control standards are established addressing the hardware, software, and other substantive requirements currently governed by sections XV, XVI, and XVII of this Compact, the Tribe may continue to conduct gaming under sections XV, XVI, and XVII and under the minimum internal control standards in effect on the date notice of these Compact amendments is published in the Federal Register (publication date). Minimum internal control standards addressing the hardware, software, and other substantive requirements currently governed by sections XV, XVI, and XVII shall supersede those provisions upon promulgation pursuant to this section. Those matters committed to the discretion of the Tribe pursuant to section IV.B. of this Compact are specifically excluded from the requirements of this section.

B. Rules of Play. Prior to operating any game for which rules of play have not been established under this Compact, the Tribe shall adopt rules of play for such game and provide a copy of such rules to the Department. The Tribe may operate such game pursuant to such rules fourteen (14) days after the Tribe provides a copy of the rules to the Department, provided that such rules are substantially similar to rules in effect in another gaming jurisdiction within the United States. Within ninety (90) days of receipt of the rules, the Department shall submit any objection it may have to any rule or rules by serving a written notice of objection on the Tribe. All such objections shall be based upon the criteria set forth in subsection D.3. below. The notice of objection shall state with specificity the reasons therefore with reference to such criteria, and shall propose an alternative rule for each rule which is the subject of an objection. Within thirty (30) days of submission of any objection, the Department and the Tribe shall meet in an attempt to resolve the objection. If the objection is not resolved within twenty (20) days of such meeting, either the Tribe or the Department may serve upon the other a demand for arbitration pursuant to section D. below. The Tribe may continue to utilize any rule subject to an objection by the Department while the procedures set forth in section D. below are completed, unless the objection is based, in whole or in part, upon the fact that the rule substantially and materially deviates from rules in effect in gaming jurisdictions within the United States.

C. Minimum Internal Control Standards. Within ninety (90) days of the publication date, the Tribe shall submit to the Department a copy of all minimum internal control standards in use for Class III games of the Tribe. Such standards shall be at least as stringent as the minimum internal control standards established by the National Indian Gaming

Commission. Within ninety (90) days of receipt of such standards, the Department shall submit any objection it may have to any standard or standards by serving a written notice of objection on the Tribe. All such objections shall be based upon the criteria set forth in subsection D.3. below. The notice of objection shall state with specificity the reasons therefore with reference to such criteria, and shall propose an alternative standard for each standard which is the subject of an objection. Within thirty (30) days of submission of any objection, the Department and the Tribe shall meet in an attempt to resolve the objection. If the objection is not resolved within twenty (20) days of such meeting, either the Tribe or the Department may serve upon the other a demand for arbitration pursuant to section D. below. The Tribe may continue to utilize any standard subject to objection while the procedures set forth in section D. below are completed.

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

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

2. Except as provided below, the cost of arbitration shall be borne equally by the parties, with one-half (½) of the cost charged to the Tribe and one-half (½) of the cost charged to the Department, and each shall bear its own expenses. In the event the panel determines a party to the arbitration has presented a position for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation, or presented a position that is determined to be frivolous and without reasonable basis, the panel may award the opposing party that party's attorneys fees incurred in arbitrating the improper or frivolous position.

3. Decision of the Panel

   a. If, as appropriate and relevant to its subject matter, a rule or standard adopted by the Tribe sets forth an accurate payout ratio, reasonably ensures the fairness of game play, reasonably ensures that revenue is adequately counted and accounted for in accordance with generally accepted

accounting principles for casinos, and is consistent with the terms of the Compact, the panel shall approve such rule or standard unless it determines that an alternative rule or standard offered by the Department would:

i. Materially decrease the risk of diversion of revenue, and the benefit is not outweighed by the cost of compliance;

ii. Materially increase the ability to safeguard assets, and the benefit is not outweighed by the cost of compliance;

iii. Materially increase the ability to preserve reliable records, accounts and reports of transactions, and the benefit is not outweighed by the cost of compliance; or

iv. Materially increase the integrity or fairness of the conduct of games, and the benefit is not outweighed by the cost of compliance.

b. If the panel determines that a rule or standard proposed by the Tribe or an alternative rule or standard proposed by the Department is not consistent with industry standards or practices, but meets the criteria set forth in subsection a. above, the panel may approve such rule or standard but shall make specific findings regarding how the proposed rule or standard is better suited to its purposes than industry standards or practices.

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

panel shall operate as a waiver of the sovereign immunity of the Tribe or the State.

E. Amendment. The Tribe shall submit a copy of any amendments to the rules of play or minimum internal control standards for Class III games to the Department within fourteen (14) days of adoption. Within thirty (30) days of receipt of such amendment, the Department shall submit any objection it may have to such amendment to the Tribe by serving a written notice of objection on the Tribe. All such objections shall be based upon the criteria set forth in subsection D.3. above, and the notice of objection shall state with specificity the reasons therefore with reference to such criteria. The Tribe may continue to utilize any amended rule or standard subject to objection by the Department while the procedures set forth in section D. above are completed. The State may propose amendments to the rules of play or minimum internal control standards not more than once every 12 months, or to address exigent circumstances as set out below. Such proposals shall specify the justification for the extension or the minimum internal control standards, and proposed minimum internal control standards which address the issues raised in the statement of justification. Such proposals shall be subject to the provisions of this section, including the timeframes for response and consultation pursuant to section C., and the arbitration procedures pursuant to section D.

If the State alleges that a condition exists which creates a material risk of diversion of revenue; or to the ability to safeguard assets or preserve reliable records, accounts and reports of transactions; or to the integrity or fairness of the conduct of games, the State may propose amendments to the rules of play and/or minimum internal control standards to address the risk alleged. The proposed amendments shall be subject to the provisions of this section, including the timeframes for response and consultation pursuant to section C., and the arbitration procedures pursuant to section D., unless the Tribe disputes the allegation of material risk.

If the Tribe disputes the allegation of material risk, a determination whether to uphold that allegation shall be made pursuant to section D.1., 2., and 4. In the event the allegation of material risk is upheld, the State and the Tribe shall negotiate in good faith for a period not to exceed (7) seven days from receipt of the decision regarding rules of play and/or minimum internal control standards sufficient to address the risk. If agreement is not reached, at the request of the State the same arbitration panel shall then determine, pursuant to section D., which rules of play and/or minimum internal control standards to adopt. In the event the allegation of material risk is not upheld, this finding shall conclude the proceeding, but shall not prevent the State from proposing the same amendments at the 12 month interval specified above.

17. Paragraph 2 of the Memorandum of Understanding Regarding Technical Matters is deleted entirely and replaced with the following Article XXXVI. of the Compact:

XXXVI. DATA REPORTING.

A. The Tribe shall submit information from its slot accounting systems to the Data Collection System ("DCS") maintained by the State, utilizing the hardware, software, reporting requirements and formats for the specified information in use on the date of execution of the 2005 Amendment. The Tribe and the State acknowledge that DCS is intended to be a uniform state-wide system applicable to all Wisconsin Indian Tribes.

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

C. All information submitted by the Tribe pursuant to sections A. and B. above shall be confidential, and shall not be disclosed by the State. In order to protect and preserve the confidentiality of this information, the State shall, with respect to all information submitted by the Tribe, maintain and enforce the minimum internal control standards of the Department in effect on the date of the execution of the 2005 Amendment.

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

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

or whose firm has performed services for either the State or the Tribe in the preceding twelve (12) months may serve on the panel.

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

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

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

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

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

FOREST COUNTY POTAWATOMI
COMMUNITY OF WISCONSIN

By: Harold Frank
Harold Frank
Chairman

Executed on this 4 day of Oct, 2005

STATE OF WISCONSIN

By: Jim Doyle
Jim Doyle
Governor

Executed on this 4 day of Oct, 2005